

TUESDAY 20th May 2008 At 11.00 am

ASTON VILLA Football Club Villa Park Birmingham B6 6HE



Tel: 0121 247 2233 Fax: 0121 247 1233 E-mail: auctions@cottons.co.uk

#### **IMPORTANT NOTICE TO BE READ BY ALL BIDDERS**

#### **CONDITION OF SALE**

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection at the Vendors Solicitors office, 5 working days before the sale and may also be inspected in the sale-room prior to the auction sale but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not.

#### AUCTIONEERS ADVICE

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

**1.** It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.

**2.** It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. Your legal adviser will make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding.

**3.** Prior to the sale The Auctioneers will endeavour to provide a guide price, subject to the Vendors consent. This is intended as a guide only and both the reserve and actual sale price may be more or less than the guide price given.

**4.** The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.

**5.** Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.

**6.** The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances and electrical fitments. Prospective purchasers are advised to undertake their own investigations.

**7.** It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

**8.** We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final.

Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price.

**9.** At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special `Auction Block Policy'', insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.

**10.** At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity may be required, so make sure that you bring with you a driving licence, passport or other form of identification.

**11.** The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

**12.** If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.

13. The Auctioneers reserve the right to photograph successful bidders for security purposes.

14. The successful bidder will be required to pay an Administration Fee of £150 (inc VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased.

#### FOOTNOTE

If you have never been to an auction before or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. We will do our utmost to help.

# Auction Sale 98 LOTS

To include a range of Residential and Commercial Vacant and Investment property, along with Garages, Redevelopment Opportunities, Building Plots and Land comprising:

- 49 Freehold Vacant Residential Properties
- 2 Leasehold Vacant Residential Properties
- 14 Freehold Residential Investment Properties
- 3 Leasehold Vacant Residential Properties
- 1 Leasehold Residential Investment
- 2 Commercial Investment Properties
- 2 Parcels of Freehold Land
- 7 Residential Development Sites, Building Plots and Redevelopment Opportunities
- 3 Freehold Garages
- 3 Vacant Commercial Properties
- 12 Freehold ground rents

## **ORDER OF SALE**

#### Lot Property

- 1. 28 Riley Road, Yardley Wood
- 2. 23 Derby Street, Walsall
- 26 Bond Square, Springhill
   10 Brown Street Wolverhampto
- 10 Brown Street, Wolverhampton
   88 Gayhurst Drive, Yardley
- 159 Slade Road, Erdington
- 7. 22 Rissington Avenue, Selly Oak
- 8. 13 Charnwood Close, Bilston
- 9. 68 Vicarage Road, Wolverhampton
- 10. 28 William Cook Road, Ward End
- 11. 30 William Cook Road, Ward End
- 12. 110 Birmingham Road, Dudley
- 13. 32 Monyhull Hall Road, Kings Norton
- 14. 709 Warwick Road, Tyseley
- 15. Building Plot between 299 & 301 Rowood Dr, Solihull
- 16. Building Plot between 408 & 410 Rowood Dr, Solihull
- 17. 249/251 Finchley Road, Kingstanding
- 18. 1150 1154 Pershore Road, Stirchley
- 48 and 48A Durban Road, Smethwick
   26 Field Lane, Stourbridge
- 21. 371 Flaxley Road, Stechford
- 22. 40 Brettell Street, Dudley
- 128 Stourbridge Road, Dudley
- 24. 132 Stourbridge Road, Dudley
- 25. 83 Dingle Street, Oldbury
- 26. 18 Windsor Road, Wolverhampton
- 27. Garage Site Church Walk, Dawley, Telford
- 28. 159A Worlds End Lane, Quinton
- 29. 69 Cotterills Lane, Ward End
- 30. 79/81 Cotterills Lane, Ward End
- 31. Lions Court, 107 Hall Green Road, West Bromwich
- 32. Development Site adj to Reform House, Woodseaves
- 33. Residential Development Site 20-26 North Roundhay
- 39 Moorcroft Road, Moseley
   127 Deakins Road, Yardley
- 36. 27 Marsh Hill, Erdington
- 27 marsh filli, challyddi
   37. 66 Tanworth Lane, Solihull
- Chelmsford Road, Staffordshire
- 39. 67 Byfield Road, Coventry

Freehold Vacant Residential Freehold Vacant Residential Leasehold Vacant Residential Freehold Vacant Residential Leasehold Vacant Residential Freehold Vacant Residential **Building Plot Building Plot** Freehold Commercial Investment Freehold Part Vacant/Investment Freehold Residential Investment Freehold Vacant Residential Freehold Vacant Residential Freehold Vacant Residential Freehold Vacant Residential Freehold Residential Investment Freehold Vacant Residential Freehold Vacant Residential Freehold Garages Leasehold Residential Investment Freehold Vacant Commercial Freehold Vacant Development Site Development Land Freehold Residential Development Site Land with Potential Freehold Vacant Residential Freehold Residential Investment Freehold Residential Investment Freehold Residential Investment Freehold Residential Investment Freehold Residential Investment







40.	36 Corbett Street, Smethwick
41.	16 Draycott Road, Smethwick
42.	1 Lingard Road, Sutton Coldfield
43.	39 Scribers Lane, Hall Green
44.	152 Whitehall Road, Walsall
45.	30 Beaumont Drive, Harborne
46.	1529/1531 Pershore Road, Stirchley
47.	1 & 2 The Sycamores, Ooakfield Rd, Wordsley
48.	38 Melverton Avenue, Wolverhampton
49.	6 Woodwards Close, Walsall
50.	17-27 Shirley Road, Acocks Green
51.	200 Bell Green Road, Coventry
52.	28 Park Road, Moseley
53.	135 Poplar Avenue, Edgbaston
54.	56 Coronation Avenue, Willenhall
55.	6 Verney Avenue, Sheldon
56.	832 Woodborough Road, Nottingham
57.	67 Dyas Avenue, Great Barr
58.	102 Arden Road, Aston
59.	73A Allendale Road, Yardley
60.	42 Gammage Street, Dudley
61.	5 Threshers Drive, Willenhall
62.	111 Wylde Green Road, Sutton Coldfield
63.	8 Sarehole Road, Hall Green
64.	43 Dovedale Avenue, Willenhall
65.	Bldg Plot R/O 73 Coleshill Road, Water Orton
66.	Land 4 Wharfedale Street, Wednesbury
67.	Bldg Plot 451 Flaxley Road, Stechford
68.	Bldg Plot - 26 North Street, Dudley
69. 70	Paddock 6C, Portway Hill, Rowley Regis
70.	FGR 11 Blackwood Dr, Sutton Coldfield
71.	FGR 22 Blackwood Dr, Sutton Coldifled
72.	FGR 29 Blackwood Dr, Sutton Coldfield
73.	FGR 2 Crest View, Sutton Coldfield
74.	FGR 12 Crest View, Sutton Coldfield
75.	FGR 1, 3, 5, & 7 Broomfields Avenue, Solihull
76.	FGR 92, 94, 96 & 98 Kingsbury Rd, Erdington
77. 70	FGR 1 & 3 Kingsmere Close, Erdington
78. 70	FGR 5, 7, 9 & 11 Kingsmere Close, Erdington
79. 00	FGR 15, 17, 19 & 21 Kingsmere Close, Erdington
80. 81.	FGR 23, 25, 27 & 29 Kingsmere Close, Erdington FGR 31, 33, 35 & 37 Kingsmere Close, Erdington
82.	The Lamplighter Public House, Summer Lane, Newtown
02. 83.	31 Essington Road, Willenhall
03. 84.	48 Gibson Road, Handsworth
85.	2 New Street, Tipton, West Midlands
86.	25 Castle Street, Wednesbury
87.	8 Bush Road, Tipton, West Midlands
88.	133 Halesowen Road, Netherton, Dudley
89.	Garage R/O Barn Lane, Solihull
90.	Garages 1, 2 & 3, off Damar Croft, Kings Heath
70. 91.	72 Stanmore Road, Edgbaston
92.	411 Birmingham New Road, Dudley
72. 93.	2 Cheshire Road, Walsall
73. 94.	46 Norrington Road, Northfield
95.	35 Simpson Road, Beechdale Estate, Walsall
96.	143 Grove Lane, Handsworth
97.	135 Wychwood Crescent, Sheldon
00	20 Devel Devel Sutter ColdFold

Freehold Residential Investment Freehold Residential Investment Freehold Vacant Residential Freehold Vacant Residential Freehold Vacant Residential Leasehold Vacant Possession Freehold Vacant Commercial Freehold Part Investment/Vacant Freehold Residential Investment Freehold Vacant Residential Freehold Commercial Investment Freehold Vacant Residential Freehold Residential Investment Freehold Part Vacant/Investment Freehold Vacant Residential Freehold Residential Investment Freehold Vacant Residential Buildina Plot **Building Plot Building Plot Building Plot** Freehold Land Freehold Ground Rent Freehold Public House Freehold Vacant Residential Freehold Vacant Commercial Freehold Garage Freehold Garages Freehold Vacant Residential Freehold Vacant Residential

## <u>Auctioneers</u> Andrew J. Barden MRICS, John Day FRICS, Kenneth F. Davis FRICS <u>Valuers</u> Ian M. Axon MNAEA, Steve Smith B.Sc. Hons

Auction Manager Alison J. Bosworth

30 Royal Road, Sutton Coldfield

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COTTONS

THE AUCTIONEERS

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# IMPORTANT NOTICE

## PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

New Money Laundering Regulations have been introduced by the Government affecting Auctioneers from 1st March 2004 and governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit Card Payments

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

## Credit Card Payments

(credit card payments are subject to a surcharge of 2%)

All purchasers will be required to provide proof of both their Identity and Current Address, and we require that all parties intending to bid for any properties must bring with them the following items:

- Full UK Passport or Driving Licence (for identification)
- Either a Recent Utility Bill, Council Tax Bill or Bank Statement

(as proof of your residential address)

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

### **MISREPRESENTATION ACT**

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.

2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.

**3.** No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.





## **Freehold Vacant Possession**

28 Riley Road, Yardley Wood, Birmingham B14 4JH

#### **Property Description:**

An end terraced house of brick construction surmounted by a hipped slate clad roof, set back from the road behind a paved forecourt and benefiting from part UPVC double glazed windows but requiring modernisation and improvement. Riley Road comprises of a cul-de-sac located off Riversdale Road and is conveniently located for access to both local shops and amenities situated on Highfield Road and Yardley Wood Railway Station, both within approximately three quarters of a mile distance.

#### Accommodation: Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen, Cloak Room with wc

#### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc



#### Outside:

(Front) Small lawned foregarden and paved forecourt which provides off road parking

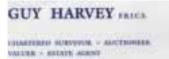
(Rear) Paved yard and partly lawned garden

#### **Vendors Solicitors**

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233



#### LOT 2

## **Freehold Vacant Possession**

## 23 Derby Street, Walsall, West Midlands WS2 7BH

#### **Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof set back from the road behind a walled foregarden and requiring some modernisation and improvement throughout. The property is situated close to the junction with Hereford Street and Derby Street leads directly off Bloxwich Road (B4210) and is conveniently situated within approximately three quarters of a mile distance to the north of Walsall Town Centre.

#### Accommodation:

#### Ground Floor:

Front Reception Room, Rear Reception Room, Hallway, Kitchen

#### First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath having shower over, vanity wash basin and WC



#### **Outside:** Front: Foregarden with mature privet hedge Rear: Paved yard, brick stores and WC and garden

### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons – 0121 247 2233



## COTTONS THE AUCTIONEERS



## Leasehold Vacant Possession

## 26 Bond Square, Springhill, Birmingham B18 7HE

#### **Property Description:**

A ground floor studio set in a purpose built block of brick construction set back from the road behind communal gardens and parking area. Bond Square is a cul-de-sac located off George Street West which in turn can be found off Springhill (A457) and is within approximately half a miles distance from the City Hospital located on the Dudley Road (A457), and within a quarter of a miles distance in the opposite direction from the Ladywood Middleway (A4540).

#### Accommodation: Ground Floor:

Communal Entrance Hallway, Reception/Bedroom, Kitchen, Dressing area and Shower Room having shower cubicle, WC and pedestal wash basin

#### Outside:

Communal gardens and parking area



Leasehold Information: Term: 99 years from 24 June 1982 Ground Rent: £20 per annum Service Charge: Refer to legal pack

Vendors Solicitors Refer to Auctioneers

**Viewings** Via Cottons – 0121 247 2233

## LOT 4

## **Freehold Vacant Possession**

## 10 Brown Street, Wolverhampton, West Midlands WV2 1HR

#### **Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof and set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, however does required modernisation and improvement throughout. Brown Street is located off Birmingham Road (A4123) and is within approximately half a miles distance from Wolverhampton City Centre which provides a wide range of shops and amenities as well as housing the University of Wolverhampton.

#### Accommodation: Ground Floor:

Lounge, Dining Room, Kitchen, Bathroom having panelled bath, pedestal wash basin and WC

#### First Floor:

Stairs and Landing, Three Bedrooms



**Outside:** (front) Walled foregarden (rear) Garden

Vendors Solicitors Refer to Auctioneers

#### **Viewings** Via Cottons – 0121 247 2233



## COTTONS THE AUCTIONEERS





## 88 Gayhurst Drive, Yardley, Birmingham B25 8YN

#### **Property Description:**

A two bedroom first floor maisonette of brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden. The flat benefits from having UPVC double glazed windows, electric heating and separate garden area to the side. Gayhurst Drive is located off Stoney Lane and is within approximately half a mile distance from Swan Island which joins the A45 and provides easy access to both the City Centre and Birmingham International Airport.

#### Accommodation: Ground Floor: Entrance Hall and Stairs

#### First Floor:

Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath, pedestal wash hand basin, and WC

#### **Outside:**

Rear: Lawned garden to side

Leasehold Information: Ground Rent: £7.50 per annum

Service Charge: Refer to legal pack

**Term:** 99 years from 29 September 1958

Vendors Solicitors Refer to Auctioneers

**Viewings** Via Cottons – 0121 247 2233

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## **Freehold Vacant Possession**

## 159 Slade Road, Erdington, Birmingham B23 7QU

#### **Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof. The property benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating, however does require some modernisation and improvement. The property is located close to the junction with George Road and Hilarys Road. Slade Road itself is located off Salford Circus which gives direct access to the M6 motorway. The property is also within approximately half a miles distance from Gravelly Hill Train Station and within a miles distance from the main High Street located in Erdington which provides a wide range of shops and amenities.

#### Accommodation: Ground Floor:

Lounge, Kitchen (no fitments), Inner Lobby and Shower Room having shower tray, WC and pedestal wash basin

First Floor: Three Bedrooms



#### Outside:

(front) Walled foregarden (rear) Garden

Vendors Solicitors Refer to Auctioneers

Viewings Via Cottons – 0121 247 2233









## **Freehold Vacant Possession**



## 22 Rissington Avenue, Selly Oak, Birmingham B29 7SX

#### **Property Description:**

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, requiring complete modernisation and repair throughout. The property is situated in a popular and established residential area and Rissington Avenue leads off Cherington Road and is within easy access to Pershore Road (A441) which houses a range of local amenities and services.

#### Accommodation: Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

#### First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom

#### Outside:

(Front) Lawned foregarden, pedestrian side access to rear

(Rear) Predominantly lawned garden

Vendors Solicitors Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233

## **ID & REGISTRATION**

Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

Full UK Passport or Driving Licence (For identification) Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)

We now require all bidders to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.

If you need any help please contact the Auction Team Tel 0121 247 2233

## Find us on the web @ www.cottons.co.uk

E-mail: auctions@cottons.co.uk







## Freehold Vacant Possession



13 Charnwood Close, Bilston, West Midlands WV14 8NB

#### **Property Description:**

A three bedroom semi detached property of rendered brick construction surmounted by an interlocking hipped tile clad roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. The property further benefits from having a garage located to the rear providing off road parking via a service road. Charnwood Close is located off Bull Lane which in turn can be found off Great Bridge Road (A4098) and the Black Country New Road (A41) which provides direct access to Wolverhampton City Centre as well as Bilston Town Centre being within approximately one miles distance.

#### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Side Passage housing WC

#### First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC

#### Outside:

(front) Lawned foregarden (rear) Patio and lawned garden with garage accessed via service road Vendors Solicitors Refer to Auctioneers Viewings

Via Cottons - 0121 247 2233



## **Freehold Vacant Possession**

## 68 Vicarage Road, Wolverhampton WV2 1DS

#### **Property Description:**

A traditional mid terraced house of brick construction surmounted by a slate clad roof. The property is situated opposite Granville Street and Vicarage Road leads off All Saints Road which in turn leads off Birmingham Road ((A4123). Wolverhampton city centre is conveniently within approximately a quarter of a miles distance.

The property has not been internally inspected by the auctioneers but we understand from the vendor that it has suffered from vandalism and requires modernisation and repair throughout. We are advised that the property comprises of the following accommodation:

#### Accommodation: Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Bathroom



First Floor: Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three Outside: Front: walled foregarden Rear: garden and garage/workshop Vendors Solicitors Refer to Auctioneers Viewings Via Cottons – 0121 247 2233







## **Freehold Vacant Possession**



## 28 William Cook Road, Ward End, Birmingham B8 2HT

#### **Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, having been extensively refurbished throughout to a high standard and benefiting from a substantial ground floor extension, gas fired central heating, UPVC double glazed windows and external doors and attractive range of modern kitchen and bathroom fitments, re-plastering, new carpets and floor coverings and redecoration, new internal doors, mains fitted interlink smoke alarms and emergency lighting, fitted alarm and landscaping to the front and rear including a block paved forecourt. William Cook Road leads directly off Washwood Heath Road (B4114) and the property is within approximately one third of a mile distance from The Fox and Goose Shopping Centre.

#### Accommodation: Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Extended Breakfast Kitchen with extensive range of wood effect units including built in oven, hob and cooker hood, Rear Entrance Hall, Bathroom with panelled bath and electric shower over, pedestal wash basin and wc

#### First Floor:

Stairs and Landing, Three Bedrooms

#### Second Floor:

Stairs to a Large Attic Room

#### Outside:

(Front) Block paved forecourt (Rear) Paved yard and patio with lawned garden and pedestrian gated access

#### Vendors Solicitors

Refer to Auctioneers Viewings Via Cottons – 0121 247 2233







COTTONS THE AUCTIONEERS



## **Freehold Vacant Possession**



30 William Cook Road, Ward End, Birmingham B8 2HT

#### **Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, having been extensively refurbished throughout to a high standard and benefiting from a substantial ground floor extension, gas fired central heating, UPVC double glazed windows and external doors and attractive range of modern kitchen and bathroom fitments, re-plastering, new carpets and floor coverings and redecoration, new internal doors and joinery, mains fitted interlinked smoke alarms and emergency lighting, fitted alarm and landscaping to the front and rear including a block paved forecourt. William Cook Road leads directly off Washwood Heath Road (B4114) and the property is within approximately one third of a mile distance from The Fox and Goose Shopping Centre.

#### Accommodation: Ground Floor:

UPVC Double Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Extended Breakfast Kitchen with extensive range of wood effect units including built in oven, hob and cooker hood, Rear Entrance Hall, Bathroom with panelled bath and electric shower over, pedestal wash basin and wc

#### First Floor:

Stairs and Landing, Three Bedrooms

#### Second Floor:

Stairs to a Large Attic Room

#### Outside:

(Front) Block paved forecourt (Rear) Paved yard and patio with lawned garden and pedestrian gated access

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233



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## **Freehold Vacant Possession**



## 110 Birmingham Road, Dudley, West Midlands DY1 4RF

#### **Property Description:**

A semi detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway giving access to garage and allowing for off road parking for numerous vehicles. The property benefits from having well laid out accommodation, however does require modernisation and improvement throughout.

The property is located on the Birmingham Road (A461) close to Burnt Tree Island. The property is also approximately within one miles distance from Dudley Town Centre providing a wide range of shops and amenities.

#### Accommodation: Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Lean to **First Floor:** 

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC **Outside:** 

(front) Lawned foregarden and driveway leading to garage (rear) Lawned garden

#### Vendors Solicitors Refer to Auctioneers

Viewings Via Cottons – 0121 247 2233



## ADMINISTRATION FEE

An administration fee of £150 (inc. VAT) will be payable in addition to the 10% deposit (subject to a minimum deposit of £2000), which is payable on each lot purchased. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.









## **Freehold Vacant Possession**



## 32 Monyhull Hall Road, Kings Norton, Birmingham B30 3QD

#### **Property Description:**

An extended semi detached house of traditional brick construction surmounted by a pitched tile clad roof and offering extensive and well laid out accommodation which benefits from UPVC double glazed windows, mostly gas fired central heating and ample off road parking but requires

modernisation and improvement throughout. The property is located in a predominantly residential area, which has recently been subject to a range of residential redevelopment schemes and is situated close to the junction with Brandwood Road/Broad Lane and within 100 metres from a range of local shops and amenities.

#### Accommodation: Ground Floor:

Vestibule Entrance, Reception Hall, Lounge, Dining Room with pantry, Kitchen, Rear Entrance Hall and Bathroom with panelled bath having shower over, pedestal wash basin and WC

#### First Floor:

Stairs and Landing, Three Double Bedrooms, large Shower Room with shower enclosure, pedestal wash basin and WC

#### Outside:

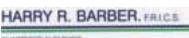
Front: Paved forecourt providing ample off road parking, integral garage Rear: Yard with brick built store and garden

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233



SHARENESI SURVEYOR STOR ALENT, VILLER AND AUCTOREER

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## **IMPORTANT NOTICE**

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 3rd July 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.







## **Freehold Vacant Possession**

709 Warwick Road, Tyseley, Birmingham B11 2HA

## Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road in a slightly elevated position behind a walled foregarden. The property benefits from having UPVC double glazed windows, gas fired central heating, modern kitchen units and is generally offered for sale in a presentable condition. The property is located on the Warwick Road (A41) in between Reddings Lane and Knights Road close to the junction with Wharfdale Road, and within approximately a quarter of a miles distance from Tyseley Railway Station.

## Accommodation:

**Ground Floor:** Lounge, Living Room, Kitchen/Diner, Stairs to

## First Floor:

Large landing/study area, Bedroom 1, Bedroom 2, Bathroom having panelled bath, pedestal wash basin and WC, stairs to

### Second Floor:

Loft room



**Outside:** (front) Walled foregarden (rear) Lawned garden

Vendors Solicitors Refer to Auctioneers

Viewings Via Cottons – 0121 247 2233

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## **Freehold Residential Building Plot**



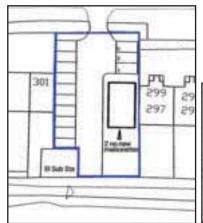
## Building Plot between 299-301 Rowood Drive, Solihull, West Midlands, B92 9LQ

#### **Description:**

A parcel of freehold building land currently comprising of a hard surfaced parking area and benefiting from planning consent for the erection of a two storey building containing two maisonettes along with associated car parking. The site is located between numbers 299 and 301 Rowood Drive and forms part of a residential estate which is located directly off Lode Lane (B425) and within approximately one mile distance to the north of Solihull Town Centre.

#### Planning:

The site benefits from full planning consent granted by Solihul Metropolitan Borough Council (Ref: 2007/2095 and dated 2nd April 2008) for the erection of a two storey maisonette building containing two 1 bed units along with two allocated parking spaces and one visitors' car parking space which are accessed by way of a shared driveway. The site also contains ten further car parking spaces which formed part of the planning consent but have been designated by way of a section 106 agreement (Town & Country Planning Act 1990) to provide car parking amenity to the residents of Rowood Drive.



#### Section 106 Agreement:

The planning consent granted for the site is subject to a section 106 agreement (Town & Country Planning Act 1990) which requests that the vendor provides a number of car parking spaces for the benefit of local residents on several sites in the ownership of the vendor which are located on Rowood Drive including the subject site and all obligations under this agreement have been met.

A Copy of the planning consent, Architect's drawings and Section 106 Agreement are available for inspection at the auctioneers' offices.

In accordance with the architect's drawings, the proposed development comprises of the following accommodation:

#### Ground Floor Maisonette:

Reception Hall, Living Room, Kitchen, Double Bedroom and Bathroom **First Floor Maisonette:** 

Stairs and Landing, Living Room, Kitchen, Double Bedroom and Bathroom

#### Outside:

Front: Two allocated car parking spaces and one visitors' space Rear: Shared garden

Vendors Solicitors Refer to Auctioneers Viewings

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## Freehold Residential Development Land



## Building Plot between 408 - 410 Rowood Drive, Solihull, West Midlands, B92 9LG

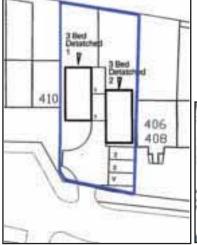
#### **Description:**

A parcel of freehold development land currently comprising of a hard surfaced parking area and benefiting from planning consent for the erection of two detached dwelling houses along with associated car parking. The site is located between numbers 408 and 410 Rowood Drive and forms part of a residential estate which is located directly off Lode Lane (B425) and within approximately one mile distance to the north of Solihull Town Centre. **Planning:** 

The site benefits from full planning consent granted by Solihull Metropolitan Borough Council (Ref: 2007/2095 and dated 2nd April 2008) for the erection of two detached dwelling houses along with two allocated parking spaces per property and one visitors' car parking space which are accessed by way of a shared driveway.

#### Section 106 Agreement:

The planning consent granted for the site is subject to a section 106 agreement (Town & Country Planning Act 1990) which requests that the vendor provides a number of car parking spaces for the benefit of local residents on several sites which are in



the ownership of the vendor and are located on Rowood Drive. All obligations under this agreement have been met.

A Copy of the planning consent, Architect's drawings and Section 106 Agreement are available for inspection at the auctioneers' offices.

In accordance with the architect's drawings, the proposed development comprises of two detached houses each benefiting from the following accommodation:

#### Ground Floor:

Reception Hall, Cloak Room with wc, Kitchen and Lounge/Dining Room **First Floor:** 

Stairs and Landing, Master Bedroom with En-suite Shower Room, Bedroom Two, Bedroom Three and Family Bathroom

### Outside

Two allocated car parking spaces and rear garden

Vendors Solicitors Refer to Auctioneers Viewings

Via Cottons – 0121 247 2233









## **Freehold Investment**



249/251 Finchley Road, Kingstanding, Birmingham, B44 0JX

#### **Property Description:**

An end terrace retail unit of traditional construction with a self contained flat on the floor above (number 251) together with a detached single storey brick built retail unit with a flat roof (number 249).

The whole property is now let and comprises of the following - Number 251 comprises of a ground floor retail unit which has recently been

refurbished and is let on a 1 year lease at a rental of £6,240 per annum. To the first floor there is a two bedroom flat with a side access which again has recently been refurbished. The flat is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum) Number 249 is a recently refurbished retail unit recently let as a motorcycle shop on a 2 Year lease at a current rental of £400 per calendar month (£4,800 per annum). Full details of the rental are cited in the 'Leases' section. The properties themselves are located on the corner of Kingstanding Road and Kings Road (4149).

#### Accommodation:

Number 249 Kingstanding Road Retail Area extending to approximately 56.8sq.m (612sq.ft)

#### Number 251 Kingstanding Road Ground Floor:

Retail Area extending to approximately 42.8sq.m (461sq.ft) (average measurements), Stock Room with Kitchenette extending to approximately 14.0sq.m (151sq.ft) separate WC and Private Office.

#### First Floor:

Self contained flat with side access, Reception Hall, Living Room, Kitchen, Two Bedrooms and Bathroom with panelled bath, WC and wash hand basin.

#### Leases: Number 249

The Retail Unit is currently let on 2 year lease which commenced 1 February 2008 at a current rental of

#### Number 251

£4,800 per annum.

The Ground Floor Retail Area is let on a 1 year lease which commenced 21 April 2008 at a current rental of £6,240 per annum. There is an option to review clause at the end of the 1 year lease, requiring the term of the renewed lease to be seven years. The First Floor Flat is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

Total Rental Income: £16,440 per annum

#### Vendors Solicitors

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#### Viewings

Via Cottons - 0121 247 2233



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## Freehold Part Vacant/ Part Investment



## 1150 - 1154 Pershore Road, Stirchley, Birmingham B30 2YG

#### **Property Description:**

A parade of three mid terraced retail properties currently part let with many areas requiring complete modernisation and improvement. Numbers 1150 and 1152 are presently let at a rental of £8,000 per annum whilst 1154 has vacant possession. The properties themselves sit on the busy Pershore Road (A441) close to the junction with Cartland Road. The main shopping district of Stirchley is located approximately half a mile to the south. Stirchley itself is a predominantly residential suburb of Birmingham located approximately three miles to the south of Birmingham City Centre.

#### Lease Information 1150/1152 Pershore Road

Currently let on a Lease for a term of four years from 1 November 2005 on Full Repairing and Insuring terms at a rental of £8,000 per annum.

#### 1154 Pershore Road Vacant possession Accommodation 1150/1152 Pershore Road

Please note 1150 & 1152 currently intercommunicate with each other as well as 1148 Pershore Road which

although not included in the sale is let to the same tenant.

## Ground Floor

**Retail Area:** 5 Rooms, Gross Internal Area approximately 46.9sq.m. (505sq.ft.)

### First Floor

Four Rooms, Separate WC 1154 Pershore Road

### Ground Floor

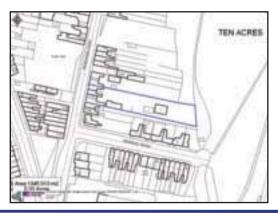
Front Room extending to 13.3sq.m.(143sq.ft.), Middle Room extending to approximately 16.4sq.m. (176sq.ft.), Rear Room extending to approximately 5.8sq.m. (62sq.ft.) with separate WC

#### First Floor

Two partitioned rooms with a gross internal area of 21.7sq.m. (234sq.ft.), Rear Room extending to approximately 8.4sq.m. (91sq.ft.), Rear Room Two extending to approximately 12.7sq.m. (137sq.ft.), Separate WC and former boiler room

#### Vendors Solicitors

Refer to Auctioneers **Viewings** Via Cottons – 0121 247 2233









## **Freehold Investment**



48 And 48A Durban Road, Smethwick, West Midlands B66 3SH

#### **Property Description:**

A traditional end terraced property of brick construction surmounted by a pitched replacement tile clad roof, situated at the junction with Raglan Road and having been converted into two self contained flats each providing well laid out accommodation and providing an ideal investment opportunity. The property has been modernised and improved throughout and each flat benefits from separate gas and electricity meters, gas fired central heating, UPVC double glazed windows and modern kitchen and bathroom fitments. Durban Road leads directly off Cape Hill (A4092) and the property is conveniently within approximately a quarter of a mile distance from both Cape Hill Shopping Centre and Windmill Retail Park. Each flat is currently let on an assured Shorthold Tenancy Agreement as follows:

**48A: Rental:** £375 per calendar month (£4,500 per annum)

**48: Rental:** £365 per calendar month (£4,380 per annum)

Total Rental Income: £8,880 per annum

#### Accommodation: Ground Floor:

#### 48A Durban Road:

Side Entrance Hall, Bathroom with modern suite comprising panelled bath, electric shower over, pedestal wash basin and wc, Breakfast Kitchen, Double Bedroom and Lounge

#### 48 Durban Road

Entrance Hall

#### First Floor:

Stairs and Landing, Living Kitchen, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc, Double Bedroom

#### Outside:

Enclosed gravelled yard accessed off Raglan Road

Vendors Solicitors

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#### Viewings

Via Cottons - 0121 247 2233

## **LEGAL PACKS**

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

If you need any help please contact the Auction Team Tel 0121 247 2233







## **Freehold Vacant Possession**

26 Field Lane, Stourbridge, West Midlands DY8 2JQ

#### **Property Description:**

A traditional semi detached house of brick construction surmounted by a pitched slate clad roof, having a single storey extension to the rear and benefiting from gas fired central heating but requiring modernisation and improvement throughout. Field Lane forms part of a popular and established residential area and leads directly off Hagley Road (A491) which provides direct access to Stourbridge Town Centre being within

approximately three quarters of a mile distance.

## Accommodation:

Ground Floor:

Front Reception Room, Inner Hall, Rear Reception Room with Cellar access, Kitchen, Lobby, Bathroom with modern suite comprising panelled bath having electric shower over, pedestal wash basin and wc

#### First Floor:

Stairs and Landing, Two Double Bedrooms

LOT 21

## **Freehold Vacant Possession**

Via Cottons - 0121 247 2233

Rear: Pedestrian entry access to a

brick paved yard and lawned garden

Outside:

Viewings

**Vendors Solicitors** 

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## 371 Flaxley Road, Stechford, Birmingham B33 9ED

#### **Property Description:**

An end terraced property of part rendered brick construction surmounted by a tile clad roof set back from the road behind a driveway allowing for off road parking. The property benefits from having UPVC double glazed windows, gas fired central heating and a garage located in a separate secure block situated Adjacent to 385 flaxley road. The property is located close to the junction with Church Lane, and Flaxley Road itself is located off Station Road (A4040). The property is approximately within half a mile distance from Stechford Retail Park.

## Accommodation:

### Ground Floor:

Entrance Porch, Entrance Hallway, Kitchen/Diner, Lounge, Conservatory

#### First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash hand basin and WC

#### Outside:

(Front) Paved foregarden allowing for off road parking (Rear) Lawned garden



Vendors Solicitors Refer to Auctioneers

#### Viewings

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## Freehold Vacant Possession



## 40 Brettell Street, Dudley, West Midlands, DY2 8XH

#### **Property Description:**

A substantial mid terraced property of brick and tile construction surmounted by a pitched roof, benefiting from five bedrooms, gas fired central heating and upvc Double glazing. There is also a roller shutter protected entrance way leading to a large storage shed at the rear. Brettell Street is situated directly off Aston Road (B4177), approximately 3/4 of a mile to the South West of Dudley Town Centre.

#### Accommodation: Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panelled bath, wash hand basin and WC. First Floor:

Five Bedrooms

#### Outside:

(Front) Walled Forecourt

(Rear) Yard with open plan storage unit and a Gross Internal Area of approximately 73sq.m. (785sq.ft.)

#### Vendors Solicitors Refer to Auctioneers

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## **Freehold Vacant Possession**



## 128 Stourbridge Road, Dudley, West Midlands DY1 2ER

#### **Property Description:**

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from well laid out accommodation, however does require modernisation and improvement. The property is located on Stourbridge Road (A461) close to the junction with Kingswinford Road (A4101). The property is approximately within a quarter of a mile from Russells Hall Hospital and approximately within a mile and a half from Merry Hill Shopping Centre.

#### Accommodation: Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, WC and Utility Area, stairs and landing to **First Floor:** 

Three Bedrooms and Bathroom with no fitments

#### Outside:

(Front) Walled foregarden and driveway allowing for off road parking (Rear) Garden

#### Vendors Solicitors Refer to Auctioneers Viewings Via Cottons – 0121 247 2233



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## **Freehold Investment**



## 132 Stourbridge Road, Dudley, West Midlands DY1 2ER

#### **Property Description:**

A semi detached property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a paved foregarden and driveway allowing access for off road parking. The property benefits from having been formally converted to provide three separate self contained flats. Each flat has been refurbished to include UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fitments. The property is located on Stourbridge Road (A461) close to the junction with Kingswinford Road (A4101). The property is approximately within a guarter of a mile from Russells Hall Hospital and within a mile and a half from Merryhill Shopping Centre. All three flats are currently let on Assured Shorthold Tenancy Agreements producing a total rental of £1,210 per calendar month (£14,520 per annum). A schedule of individual rents are detailed below

#### Schedule of Rents:

Flat 1: £430 per calendar month (£5,160 per annum)

Flat 2: £430 per calendar month (£5,160 per annum)

Flat 3: £350 per calendar month (£4,200 per annum)

**Total rental income:** £1,210 per calendar month (£14,520 per annum)

#### Ground Floor Flat:

Accessed via side Entrance Hall, Lounge, Kitchen, Bedroom and Shower Room having shower cubicle, WC and pedestal wash basin

Out

#### First Floor Flat:

Accessed via front Stairs to Landing Area Having Lounge, Kitchen, Bedroom, Shower Room having shower cubicle, WC and pedestal wash hand basin

#### Lower Ground Floor:

Accessed via rear Having Kitchen/Reception Room, Bedroom and Shower Room having shower cubicle, WC and pedestal wash basin

#### Outside:

Front - Paved foregarden Rear - Lawned garden

#### Vendors Solicitors

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#### Viewings

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## **Freehold Vacant Possession**



## 83 Dingle Street, Oldbury, West Midlands B69 2DZ

#### **Property Description:**

A detached property of brick construction surmounted by a tile clad roof set back from the road behind a paved driveway and front garden allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Dingle Street is located off Buryhill road which in turn runs onto the Wolverhampton road (A4123), which provides direct access to both Wolverhampton and Birmingham City Centres. The property is also within approximately three quarters of a miles distance from junction 2 of the M5 motorway.

#### Accommodation:

Ground Floor: Entrance Hallway, Through Lounge, and Kitchen

#### First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC **Outside:** 

(front) Paved driveway allowing for off road parking (rear) Patio and lawned garden

Ello

#### Vendors Solicitors

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#### Viewings

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## **ADMINISTRATION FEE**

An administration fee of £150 (inc. VAT) will be payable in addition to the 10% deposit (subject to a minimum deposit of £2000), which is payable on each lot purchased. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.

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## **Freehold Vacant Possession**



## 18 Windsor Road, Parkfields, Wolverhampton WV4 6HX

#### **Property Description:**

A three bedroom detached property of brick construction surmounted by a tile clad roof set back from the road behind a tarmacadamed driveway allowing for off road parking. The property benefits from having well laid out

accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Windsor Road is located off Parkfield Road (A4039). The property is within approximately one and a quarter of a miles distance from the City and University of Wolverhampton.

#### Accommodation: Ground Floor:

Entrance Hallway, Through Lounge, Kitchen and Utility/Breakfast Room.

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#### First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC.

#### Outside:

(front) tarmacadamed driveway (rear) patio and lawned garden

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## **Freehold Garage Yard**



## Garage Yard at Church Walk, Dawley, Telford, Shropshire, TF4 3EX

#### **Property Description:**

A parcel of Freehold land extending to approximately 0.21 acres (0.11 hectares) situated in the established residential area of Dawley, less than 2 miles from Telford town centre. The land comprises of a mainly tarmacadam site with 9 hardstandings let to tenants at a rental of £50 per annum each (total rental income £450 per annum). The tenants are responsible for the erection of their own garages. The agreements may be terminated by giving four weeks notice from either party. Any parties interested in the redevelopment of the site must consult the Legal Pack and the Local Authority (Telford and Wrekin Council) to satisfy themselves in respect to this.

The site itself situated in an established residential area and is located directly off Church Walk via a tarmacadam vehicular driveway and there is a second pedestrian access to the East of the site.

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#### **Vendors Solicitors**

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#### Viewings

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## Leasehold Investment



## 159a Worlds End Lane, Quinton, Birmingham B32 1JX

#### **Property Description:**

A modernised and well laid out purpose built flat situated over a retail shop forming part of a parade which is set back from the road behind a forecourt. The property is of brick construction with a pitched tile clad roof and Worlds End Lane forms part of an established residential area which leads via Clive Road off Hagley Road West (A456) and via Firsby Road off West Boulevard (B4121). The property benefits from wall mounted electric heating and UPVC double glazed windows. The property is currently let on an Assured Shorthold Tenancy at a rental of £375 per calendar month (£4,500 per annum).

## Accommodation:

Ground Floor: Entrance Hall and Stairs

#### First Floor:

Landing, Living Room, Kitchen, Two Bedrooms and a Shower Room with WC

#### Leasehold Information:

Term: 99 years from 6 December 1991 Ground Rent: £30 per annum Service Charge: Refer to legal pack

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

## Auction deposits may be paid by the following methods

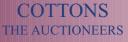
Bank/Building Society draft

Debit/Credit card (credit card payments subject to a surcharge of 2%)

Personal/Company Cheque (all cheques are subject to a valid form of identification eg. passport or driving licence)

If you have any questions regarding Deposit payment then please contact our Auction Department prior to the Sale day.







## **Freehold Vacant Possession**



## 69 Cotterills Lane, Ward End, Birmingham, West Midlands, B8 3RZ

#### **Property Description:**

A detached property of traditional construction being part rendered, surmounted by a pitched roof, together with a substantial storage yard to the rear of the site, with a vehicular access adjacent to the main building. The property is a shop with offices over, but has in recent years been informally converted to provide two flats, together with a Retail Area to the side. The property benefits from upvc Double Glazing and Gas Fired Central Heating.

The building itself sits on a site which extends to approximately 0.14 Acres. Any parties interested in the redevelopment of the site must consult the Local Authority (Birmingham City Council) to satisfy themselves in respect of this.

The property itself is located close to the junction with Belchers Lane, approximately 3 miles to the East of Birmingham City Centre.

#### Accommodation:

Ground Floor: Retail Area, Two Rooms, Kitchen and Bathroom

#### First Floor:

Separate Entrance, Two Rooms, Kitchen and Bathroom

#### Outside:

(front) Walled foregarden (rear) Substantial rear yard with vehicular access

#### Vendors Solicitors

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#### Viewings

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## Freehold Vacant Possession/Development Opportunity



## 79/81 Cotterills Lane, Ward End, Birmingham, West Midlands, B8 3RZ

#### **Property Description:**

A pair of mid terraced Retail Units, with development potential. No. 79 Cotterills Lane is fire damaged and requires improvement, whilst No. 81 Cotterills Lane also requires improvement. There are two separate Planning Applications for the property, one for each shop, for various extensions and changes of use. (See Planning Section).

The properties themselves sit on a site which extends to approximately 0.09 Acres. Any parties interested in the re-development of the site must consult the Local Authority (Birmingham City Council) to satisfy themselves in respect of this. The property itself is located close to the junction with Belchers Lane, approximately 3 miles to the East of Birmingham City Centre.

#### 79 Cotterills Lane Ground Floor

Retail Area measuring 27.9sq.m. (300sq.ft.), Kitchen, Bathroom First Floor Two Rooms

#### Second Floor Attic Room

#### 81 Cotterills Lane Ground Floor

Retail Area measuring 34.1sq.m. (368sq.ft.), Rear Store Room measuring 15.5sq.m. (167sq.ft.) **First Floor** 

#### Two Rooms, Kitchen, Bathroom **Planning**

79 Cotterills Lane

'Erection of a single storey extension to the shop and first floor extension to flat above', granted 16 June 2007 (Ref – N/01182/07/FUL)

#### 81 Cotterills Lane

'Erection of a single storey rear extension and the creation of new front access to flat above', granted 23 April 2008 (Ref – N/04459/07/FUL) Once complete the properties will comprise two retail units with two flats above.

#### Outside

(front) Property fronts directly onto Cotterills Lane (rear) Substantial rear yard **Vendors Solicitors** 

#### Refer to Auctioneers Viewings

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## Freehold Residential Development Opportunity



## Lions Court, 107 Hall Green Road, Hall Green, West Bromwich, West Midlands B71 3JT

#### **Property Description:**

A parcel of freehold residential development land extending to an area of 0.859 acres (0.348 hectares) and occupying a prominent position at the junction of Hall Green Road and Westminster Road. The site was previously occupied by the Golden Lion Public House which has now been demolished and benefits from planning consent for the redevelopment of the site with an attractive range of apartments and various dwelling houses. Hall Green Road leads directly off Walsall road (A4031) and forms part of a predominantly residential area, situated within approximately two miles distance to the north of West Bromwich Town Centre which is currently undergoing substantial redevelopment and provides a wide range of retail amenities and services. Sandwell District General Hospital is within approximately one and a half miles distance and the site benefits from excellent motorway links with the M6 Motorway (junction 7) lying within approximately four miles distance to the south.



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#### Planning:

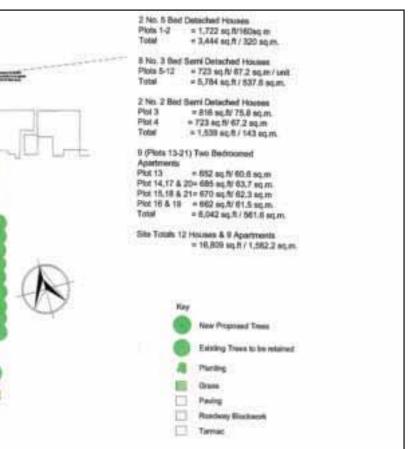
The site has the benefit of planning consent granted by Sandwell Metropolitan Borough Council (Ref: DC/06/47/118 and dated 29th arch 2007) for the proposed demolition of the existing public house and construction of nine 2 bedroom apartments, two 5 bedroom houses, eight 3 bedroom houses and two 2 bedroom houses along with associated car parking and landscaping. A copy of the Planning Consent, Architect's drawings and a Contamination Survey dated 7 June 2007 are available for inspection at the Auctioneer's offices. Any person wishing to make further enquiries in respect of the planning should do so by contacting the Local Planning Officer at Sandwell Metropolitan Borough Council.

#### **Vendors Solicitors**

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#### Viewings

Via Cottons - 0121 247 2233





011-1





## Freehold Residential Development Land



Site Adjacent to Reform House (Formerly The Reform Tavern), Newport Road, Woodseaves, Stafford ST20 0NP

#### **Property Description:**

A parcel of freehold residential development land enjoying fine rural views to the rear and previously used as a beer garden, yard and car parking area, situated adjacent to a former public house known as The Reform Tavern. The site fronts Newport Road (A519) and is situated close to a modern development known as Bridge Court, and virtually opposite The Plough Public House. Woodseaves comprises of a popular village situated approximately eight miles to the west of Stafford and approximately five miles distance to the north east of the Shropshire market town of Newport. The M6 motorway (junction 14) is located within approximately six miles distance.

#### Planning:

The site benefits from planning consent granted by Stafford Borough Council (Ref 06/06393/FUL and dated 14 June 2006 for the construction of four semi detached dwellings, one detached dwelling and one garage, together with amendments to The Reform Tavern boundaries. In accordance with the Architect's drawings the accommodation for the proposed properties is as follows.

#### Type One - Detached House (1 Unit)

#### Ground Floor:

Porch, Reception Hall, Cloakroom, WC, Lounge, Dining Room, Kitchen and Utility Room

#### First Floor:

Three Bedrooms and Family Bath/Shower Room

#### Second Floor:

Master Bedroom with Ensuite Shower Room and Bedroom 5/Study Outside: Detached garage and gardens

#### Type Two – Semi Detached Dwelling (4 Units)

#### Ground Floor:

Reception Hall, Cloakroom, WC, Kitchen and Lounge/Dining Room

#### First Floor

Master Bedroom with Ensuite Shower Room, Bedroom 4/Study

#### Second Floor

Bedroom 2 and 3 and Family Bathroom Outside: Off road parking and gardens

### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233

A copy of the planning consent and Architect's drawings are available for inspection at the Auctioneer's offices.

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## Freehold Residential Development Site



## Residential Development Site 20 – 26 North Roundhay, Shard End, Birmingham B33 9PB

#### **Description:**

A parcel of freehold land extending to an area of 0.16 acres (647sq.m), having a frontage of 15.5 metres (50 feet) and benefiting from planning consent for the erection of four 2 bedroom flats along with associated car parking. The site forms part of an established residential area located approximately four miles distance to the East of Birmingham City Centre and within approximately one mile distance from both Stechford Retail Park and Railway Station and two miles distance from Birmingham Heartlands Hospital.

#### **Planning:**

The site benefits from planning consent granted by Birmingham City Council (Ref: N00310/08/FUL and dated 12 March 2008) for the redevelopment of the site to include the erection of a two storey building comprising of four 2 bedroom flats and associated car parking. In accordance with the architect's drawings, the proposed development comprises of four flats each benefiting

OIL

from the following accommodation: Accommodation: Hall, Kitchen, Lounge, Two Bedrooms and Bathroom

Outside: Allocated car parking spaces and rear garden

A copy of the planning consent and architect's drawings are available for inspection at the auctioneers' offices.

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233







## **Freehold Vacant Possession**



39 Moorcroft Road, Moseley, Birmingham B13 8LT

#### **Property Description:**

An attractive detached residence of brick construction surmounted by a pitched tile clad roof, occupying an elevated position and set back from the road behind a lawned foregarden and paved driveway. The property is offered for sale in a well maintained and presentable condition and provides well laid out family accommodation benefiting from mostly UPVC double glazed windows, ventilation warm air heating, three reception rooms, three/four bedrooms, garage and landscaped gardens. Moorcroft Road is considered a highly regarded address and forms part of a popular and established area conveniently located within approximately three quarters of a mile distance from both Warwickshire County Cricket Club and Moseley Centre which provides access to a wide range of retail amenities and services.

## Accommodation:

### Ground Floor:

Porch, Reception Hall with walk in store cupboard, Through Lounge, Dining/Sitting Room, Breakfast Room, Kitchen with range of wooden panelled units, Covered Side Passage Way with access to garage, Brick Store and WC

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#### First Floor:

Stairs and Landing, Master Bedroom One, Bedroom Two with pedestal wash basin, Bedroom Three with pedestal wash basin, Bedroom Four/Box Room, Bathroom with panelled bath having shower over, pedestal wash basin, Separate WC

#### Outside:

(Front) Well maintained lawned foregarden with a block paved driveway providing ample off road parking and leading to a Double Garage

(Rear) Paved patio and yard area, brick store and a well maintained landscaped garden

#### Vendors Solicitors

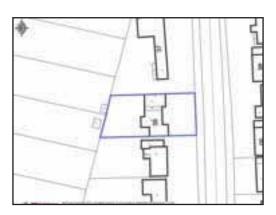
Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233



ONE







### 127 Deakins Road, Yardley, Birmingham B25 8DX

#### **Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof and set back from the road behind a small foregarden. Deakins Road leads directly off Coventry Road (A45) which houses a wide range of local retail amenities and services and the property lies within approximately two and a half miles distance to the East of Birmingham City Centre. The property is currently let on a Regulated Tenancy at a registered rental of £59 per week (£3,068 per annum) effective from 1st May 2007.

#### Accommodation:

The property has not been inspected internally by the Auctioneers, however we understand that it benefits from gas fired central heating along with the following accommodation:

### Ground Floor:

LOT 36

Two Reception Rooms, Kitchen and Hallway

### Freehold Investment



First Floor: Stairs and Landing, Two Bedrooms and Bathroom with wc Outside: (Front) Foregarden (Rear) Yard with store and garden Vendors Solicitors Refer to Auctioneers Viewings Via Cottons – 0121 247 2233

### **Freehold Investment**



27 Marsh Hill, Erdington, Birmingham B23 7DS

#### **Property Description:**

A semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, set back from the road behind a paved and walled foregarden. The property is situated close to the junction with Streetly Road and within approximately three quarters of a mile distance from Erdington High Street which provides access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a registered rental of £76 per week (£3,952 per annum) effective from 24th January 2007.

#### Accommodation:

Whilst the property has not been internally inspected by the auctioneers, we understand that it benefits from both UPVC double glazed windows and gas fired central heating and contains the following accommodation:

#### Ground Floor: Two Reception Booms a

Two Reception Rooms and Kitchen **First Floor:** 

Stairs and Landing, Three Bedrooms and a Bathroom

#### Outside:

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(Front) Paved foregarden, shared pedestrian side access to rear (Rear) Yard and garden Vendors Solicitors

#### Refer to Auctioneers **Viewings**

Via Cottons - 0121 247 2233





### **Freehold Investment**



### 66 Tanworth Lane, Shirley, Solihull, West Midlands B90 4DR

#### **Property Description:**

A traditional semi detached house of part rendered brick construction surmounted by a pitched slate clad roof, set back from the road behind a lawned foregarden. Tanworth Lane forms part of a popular and established residential area and is located directly off Stratford Road (A34) providing access to a wide range of retail services and amenities. Marshall Lake Retail Park is within approximately half a mile distance and the M42 Motorway (Junction 4) is within two miles distance. The property is currently let on an Assured Periodic Tenancy at a rental of £100 per week (£5,200 per annum). (Rent review due on 12th September 2008)

### LOT 38

### 1 Chelmsford Road, Newcastle- Under-Lyme, Staffordshire ST5 8DJ

#### **Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, situated directly fronting the pavement. Chelmsford Road forms part of a traditional and established residential area and leads directly off Dimsdale Parade and is within approximately a third of a mile distance from High Street (A527). The property is currently let on a Regulated Tenancy at a registered rental of £27.70 per week (£1,440.40 per annum) effective from 28th January 2008.

#### Accommodation:

Whilst the property has not been internally inspected by the auctioneers, we understand that it comprises of the following:

#### Ground Floor:

Two Reception Rooms, Kitchen and Bathroom

### Accommodation:

Whilst the property has not been inspected internally by the Auctioneers, it does appear to have the benefit of UPVC double glazed windows at least to the front elevation and contains the following

#### accommodation: Ground Floor:

Two Reception Rooms, Kitchen and Hallway

#### First Floor:

Stairs and Landing, Three Bedrooms and a Bathroom

#### Outside:

(Front) Lawned foregarden, pedestrian side access to rear (Rear) Garden

#### Vendors Solicitors Refer to Auctioneers

**Viewings** Via Cottons – 0121 247 2233

### Freehold Investment



First Floor: Stairs and Landing, Two Bedrooms Outside: (Rear) Brick paved yard and garden with pedestrian side access Vendors Solicitors Refer to Auctioneers Viewings Via Cottons – 0121 247 2233







### 67 Byfield Road, Coventry, West Midlands CV6 1FJ

#### **Property Description:**

A traditional villa style end terraced house of part rendered brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden. Byfield Road leads off Southbank Road which in turn leads off Holyhead Road (A4114) and forms part of an established residential area known as Coundon. The property is currently let on a Regulated Tenancy at a registered rental of £78 per week (£4,056 per annum) effective from 18th June 2007.

#### Accommodation:

Whilst the property has not been internally inspected by the auctioneers, it does appear to benefit from UPVC double glazed windows to at least the front elevation and contains the following accommodation:

#### **Ground Floor:**

Reception Hall, Two Reception Rooms and Kitchen

### LOT 40

### 36 Corbett Street, Smethwick, West Midlands B66 3PU

#### **Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, situated directly fronting the pavement and approached by way of a shared entry access. Corbett Street leads off High Street which provides access to a wide range of retail amenities and services which includes the Windmill Retail Park. The property is currently let on a Regulated Tenancy at a registered rental of £59 per week (£3,068 per annum) effective from 6th October 2007.

#### Accommodation:

Whilst the property has not been internally inspected by the auctioneers, we understand that it comprises of the following:

#### Ground Floor:

Living Room and Dining Kitchen

First Floor: Stairs and Landing, Two Bedrooms and Bathroom with wc

### **Freehold Investment**



#### First Floor: Stairs and Landing, Three Bedrooms and Bathroom

#### Outside:

(Front) Walled foregarden (Rear) Yard with wc and garden

#### Vendors Solicitors

Refer to Auctioneers

Viewings Via Cottons – 0121 247 2233

### **Freehold Investment**



Outside: (Rear) Yard with wc and garden

Vendors Solicitors Refer to Auctioneers

Viewings Via Cottons – 0121 247 2233







### **Freehold Investment**



### 16 Draycott Road, Smethwick, West Midlands, B66 1ΩP

#### **Property Description:**

A traditional style end terraced house of brick construction with slate clad roof situated in a cul-de-sac, located off the lower section of Holly Lane, which in turn runs between Oldbury Road (A457) and St Pauls Road (B4169). The property benefits from central heating and is currently let on a Regulated Tenancy at a registered rental of £33.00 per week (£1716 per annum) effective from 9 January 2008.

### Accommodation:

Ground Floor: Front Reception Room, Rear Reception Room, Kitchen. First Floor: Stairs and Landing, Two Bedrooms, Bathroom Outside: (rear) – Pedestrian side access to rear garden. Vendors Solicitors Refer to Auctioneers Viewings













1 Lingard Road, Sutton Coldfield, West Midlands B75 7EA

#### **Property Description:**

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a gravelled foregarden allowing for off road parking for numerous vehicles. The property benefits from having been extended to the side and provides well laid out accommodation including UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition. Lingard Road is located off Fairfax Road which in turn can be found off Reddicap Heath Road. The property is within approximately a mile and a quarters distance from the centre of Sutton Coldfield which provides a wide range of shops and amenities, and also within a mile and a guarters distance from Good Hope Hospital.

#### Accommodation: Ground Floor:

Entrance Hallway, Shower Room having WC, pedestal wash basin and shower cubicle, Lounge, Rear Reception Room/Bedroom, Kitchen/Diner

#### First Floor:

Stairs and Landing, Two Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC.

#### Outside:

(front) gravelled foregarden (rear) Lawned garden

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings













### 39 Scribers Lane, Hall Green, Birmingham B28 0NY

#### **Property Description:**

A detached bungalow of rendered brick construction surmounted by a tile clad roof and set back behind a gravelled foregarden and driveway providing off road parking and access to garage. The property benefits from well laid out accommodation, gas fired central heating and large rear garden, however does require some modernisation and improvement. Scribers Lane is set in a popular and established residential area and is located off Baldwins Lane which in turn is found off Robin Hood Island on the Stratford road (A34). The property is approximately within one quarter of a miles distance from the local shops and amenities located on the Stratford Road and within Half a miles distance from Robin Hood Golf Course

#### Accommodation: Ground Floor:

Entrance Porch, Entrance Hallway, Kitchen, Lounge, Two Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC

#### Outside:

Front: front garden and driveway allowing for access to garage Rear: Large rear garden

Vendors Solicitors

Refer to Auctioneers

#### Viewings











### **Freehold Vacant Possession**

### 152 Whitehall Road, Walsall WS1 4AU

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, offered for sale in a modernised and presentable condition, benefiting from UPVC double glazed windows and external doors, gas fired central heating and modern kitchen units. Whitehall Road forms part of a traditional and established area of Walsall known as Caldmore and is situated approximately a quarter of a mile distance to the north of Broadway West (A4148) and within approximately half a mile distance from Walsall Town Centre.

#### Accommodation: Ground Floor:

Front Reception Room, Rear Reception Room, Rear Entrance Hall, Kitchen with range of wooden effect units, Bathroom with panelled bath, pedestal wash basin and wc

#### First Floor:

Stairs and Landing, Two Double Bedrooms



#### **Outside:**

Rear: Brick paved yard with shared pedestrian right of way and lawned garden

#### Vendors Solicitors Refer to Auctioneers

**Viewings** Via Cottons – 0121 247 2233



30 Beaumont Drive, Harborne, Birmingham B17 0QQ

#### **Property Description:**

A first floor maisonette located in a purpose built block in the predominantly residential suburb of Harborne. The property itself benefits from central heating but would require some cosmetic improvement. The property overlooks Harborne Municipal Golf Course in a cul-de-sac location running directly off Ferncliffe Road approximately three quarters of a mile to the south of Harborne High Street.

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#### Accommodation: First Floor:

Stairs and Landing, Reception Room, Bedroom, Kitchen and Bathroom with WC, panelled bath and wash hand basin

#### Leasehold Information:

The property is of a leasehold tenure for a term of 125 years which commenced 9 August 2004.

#### Vendors Solicitors Refer to Auctioneers

Viewings

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### 1529/1531 Pershore Road, Stirchley, Birmingham, West Midlands, B30 2JH

#### **Property Description:**

A pair of terraced properties of traditional construction surmounted by a tile clad roof. The Ground Floor of the property is presently interconnected to provide a double retail unit with associated

accommodation to the rear, whilst the First Floor is part-way through informal conversion to residential (see planning section). To the rear of the property is a substantial yard with two brick built storage units/workshops and the site area itself extends to approximately 0.14 acres. The property is located close to the junction with Ash Tree Road, and there is a pedestrian access to the rear yard off Ash Tree Road.

#### Accommodation: Ground Floor:

Main Retail Area extending to approximately 70.5 sq.m (759sq.ft), Rear Storage Wing extending to 6 sq.m (65sq.ft), Rear Store Room extending to 8.6sq.m (93 sq.ft), Kitchen, Wash Room and Separate WC.

Net internal area: 85.1sq.m (916sq.ft).

First Floor: Nine rooms.

#### Outside:

Front: the property fronts directly onto Pershore Road.

Rear: garden

#### Planning:

An application was submitted reference S/04464/06/FUL on 13 July 2006 for the conversion of the first floor into two independent flats. This was refused due to 'too intensive use of the site' with flats that 'do not meet minimum space standards'. Please make your own enquiries to Birmingham City Council on (0121 303 1115).

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings

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### Freehold Part Vacant Possession/ Part Investment



1 and 2 The Sycamores, Sycamore Paddock, Oakfield Road, Wordesley DY8 5XS

#### **Property Description:**

A substantial double fronted detached property of brick construction surmounted by a hipped tile clad roof set back off the road behind a lawned foregarden and gravelled driveway leading to two garages. The property has been converted to provide two separate self contained flats which benefit from having well laid out accommodation, part UPVC double glazed windows, gas fired central heating and allocated garage, However, require some modernisation and improvement. Included with the property are two strips of land occupying a position near the entrance to Sycamore Paddock.

The ground floor flat is currently let on an Assured Tenancy producing a rental of £90 per week (£4680 per annum) and first floor flat is offered for sale with vacant possession. Sycamore Paddocks is located at the

end of Oakfield Road which in turn is found of Harrison rd and set in an established residential area. The property is approximately within two miles distance from Merryhill Shopping Centre providing a wide range of shops, amenities and bars.

#### Accommodation: Ground Floor Flat:

Entrance Hallway, Lounge, Two Bedrooms, Kitchen, Bathroom having panelled bath, pedestal wash basin and separate WC

#### First Floor Flat:

Accessed via the side Having Entrance Hallway, Cellar, stairs to First Floor, Landing Area, Store Room/Study, Three Bedrooms, Lounge, Kitchen and Bathroom having panelled bath, pedestal wash basin and WC

#### Outside:

(Front) - Gravelled driveway giving access to garage, one allocated to each flat and lawned garden

(Rear) - Lawned garden

#### Vendors Solicitors Refer to Auctioneers

#### Viewings

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### 38 Melverton Avenue, Bushbury, Wolverhampton WV10 9HN

#### **Property Description:**

A semi detached property with rendered frontage surmounted by an interlocking hipped tile clad roof set back from the road behind a block paved driveway. The property benefits from having well laid out accommodation and includes UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Melverton Avenue is located off Wingfoot Avenue which in turn can be found off Bushbury Lane. The property is within approximately two miles distance from the city centre of Wolverhampton which provides a wide range of shops, amenities and also houses the University of Wolverhampton. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £500 per calendar month (£6,000 per annum).

### **Freehold Investment**



#### Accommodation: Ground Floor: Entrance Hallway, Lounge, Kitchen and WC, stairs and landing to First Floor: Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC Outside: (Front) - Block paved foregarden (Rear) - Patio area and lawned garden Vendors Solicitors Refer to Auctioneers Viewings Via Cottons – 0121 247 2233



### **Freehold Vacant Possession**



### 6 Woodwards Close, Pleck, Walsall WS2 9RL

#### **Property Description:**

An end terraced property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation and UPVC double glazing. Woodwards Close is located off Woodwards Road, and the property itself is within approximately one miles distance from Walsall Town Centre and within three quarters of a mile from junction 9 of the M6 motorway.

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#### Accommodation: Ground Floor:

Entrance Porch, Entrance Hall, Kitchen, Lounge and WC

#### **First Floor:**

Stairs and Landing, Two Bedrooms and Bathroom having panelled bath with electric shower, pedestal wash basin **Outside:** 

Front - Lawned foregarden and paved driveway

#### Rear - Garden Vendors Solicitors

Refer to Auctioneers Viewings





### Freehold Investment Opportunity



### 17-27 Shirley Road, Acocks Green, Birmingham, West Midlands, B27 7XU

#### **Property Description:**

A freehold block of shops with Duplex accommodation over, and being of traditional brick and tile construction having been re-roofed within the last 3 years. The block is situated very close to the centre of Acocks Green almost opposite the public car park at the junction of Shirley Road, Westley Road and Warwick Road (A41) and occupies a very prominent position approximately 4 miles to the South East of Birmingham City Centre. The property comprises three single, and one double retail units with Duplex accommodation over which comprises a mix of residential and business uses together with a vacant flat.

#### Accommodation 17 Shirley Road

The Ground, First and Second Floor Premises are used a Hair and Beauty Centre and are let on a 10 year Lease from the 28th October 2002 at a current rental of £12,500 per annum, rising to £14,000 per annum on 28 October 2008, and rising to £15,000 per annum on 28 October 2009 on full repairing and insuring terms. The accommodation comprises:-

#### Ground Floor

Front Salon measuring 54.7sq.m. (589sq.ft.), Lobby with Stairs to First Floor, Rear Salon measuring 13.7sq.m. (147sq.ft.), Kitchenette, Rear Treatment Room measuring 4.7sq.m. (51sq.ft.)

#### **First Floor**

Aerobic Studio, Two Treatment Rooms, Separate WC

#### Second Floor

Three Treatment Rooms

#### **19 Shirley Road**

The Ground, First and Second Floor Premises are occupied in relation to the Electrical Business and Double Glazing Business carried out by the

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THE AUCTIONEERS

Lessee. The property is held on Lease for a term of 6 years granted on the 29th September 2005 at a rental of £15,000 per annum subject to review on the 24th June 2008 on full repairing and insuring terms. The accommodation comprises:-

#### **Ground Floor**

Retail Area measuring 51.5sq.m. (550sq.ft.), Rear Staff Room measuring 18.8sq.m. (202sq.ft.), Store Room, Rear Lobby, Separate WC

#### First Floor

The Auctioneers have been unable to inspect, but we are advised the accommodation is as follows; L-shaped Showroom measuring 41.7sq.m. (448sq.ft) with Small Office off, Office/Cloakroom measuring 4.0sq.m. (43sq.ft.), Rear Staff Room measuring 8.6sq.m. (93sq.ft.)

#### Second Floor

The Auctioneers have been unable to inspect, but we are advised the accommodation is as follows; Showroom/Store measuring 52.7sg.m.(566sg.ft.) max

Net Internal Floor Area: 177.2sq.m. (1904sq.ft.)

#### 21-23 Shirley Road Ground Floor

The Ground Floor comprises a double retail unit t/a Cost Cutter and is held on Lease for a term of 20 years from the 11th March 1998 at a current rental of £22,500 per annum with an outstanding rent review due on the 12th March this year and a further review due on the 12th March 2013. The Lease is on full repairing and insuring terms. The accommodation comprises:-

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#### **Ground Floor**

Retail Area measuring 148.1sq.m. (1,594sq.ft.), partitioned Rear Store Area measuring 24.3sq.m. (261sq.ft.), Further Rear Store with Kitchenette, Separate WC, Private Office, Gross Internal area measuring 32.8sq.m. (353sq.ft.)

#### 21 Shirley Road First and Second Floor

This comprises of First and Second Floor Offices occupied by M G Wooldridge Solicitors who are holding over following the termination of their Lease. Current Rental £4,750 per annum. There is an opportunity therefore of negotiating a new Lease. The accommodation comprises:-

#### First Floor

Reception Office, Post Room, Office 1/2 (partitioned), 2 No. Separate WC's, Staff Room/Kitchenette

#### Second Floor

Three Offices

Net Internal Area: 86.3sq.m. (928sq.ft.)

#### 23 Shirley Road First and Second Floors

This comprises a Duplex flat which is in need of repair and modernisation throughout. The accommodation comprises:-

#### First Floor

Two Rooms, Kitchen, Bathroom

#### Outside

Site extends to 0.608 Acres

#### Second Floor Three Rooms

Three Rooms

#### 25-27 Shirley Road

This comprises Ground Floor Offices and First and Second Floor residential accommodation all held on Lease for a term of 10 years from the 25 March 2008 at a rental of £16,000 per annum with a rent review after 5 years, on full repairing and insuring terms. The accommodation comprises:-

#### **Ground Floor**

Retail Area measuring 52.6sq.m. (567sq.ft.), Rear Office/Kitchen measuring 25.1sq.m. (270sq.ft.), Rear Lobby, Separate WC, Kitchenette, Private Office measuring 8.4sq.m. (90sq.ft.)

#### First Floor

Residental Accommodation with separate access Four Bedrooms, Shared Kitchen, Bathroom, Shower Room and Separate WC

#### Second Floor

Two Bedrooms

### Vendors Solicitors

Refer to Auctioneers

#### Viewings

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Schedule of Lease Details				
Address	Start Date	Term	Rent Review	Current Rental
17 Shirley Rd	28 October 2002	10 Years	Fixed rent reviews	£12,500pa
19 Shirley Rd	29 September 2005	6 Years	Due 24 June 2008	£15,000pa
21-23 Shirley Rd	11 March 1998	20 Years	Outstanding from	£22,500pa
Ground floor			12 March 2008	
21 Shirley Rd,		Holding Over	N/A	£4,750pa
First and Second flr				
23 Shirley Road,				
First and Second Flr	Vacant	Vacant	Vacant	Vacant
25-27 Shirley Road	25 March 2008	10 Years	5 Year pattern	£16,000pa

Total Rental Income: £70,750pa with fixed reviews, rising to £72,250 after rent review on 17 Shirley Road (October 2008)

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200 Bell Green Road, Coventry CV6 7GX

#### **Property Description:**

A traditional built detached house of rendered brick construction surmounted by a pitched tile clad roof set back from the road and occupying a rectangular site which may provide scope for extension/redevelopment subject to obtaining planning consent for any proposed scheme. The property requires modernisation and improvement throughout and benefits from UPVC double glazed windows, gas fired central heating, ample off road parking and brick built garages to both the front and rear. The property is situated virtually opposite the junction with Armfield Street and is situated approximately two miles distance to the north east of Coventry City Centre.

#### Accommodation: Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen and Hallway, Bathroom with bath and WC

#### First Floor:

Stairs and Landing, Two Double Bedrooms

#### Outside:

Front: Brick built garage with hard standing, lawned foregarden and a brick store

Rear: Full length shared tarmacadam driveway with parking area, brick built double garage, side and rear gardens and concrete hard standing

#### Vendors Solicitors Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233



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### **Freehold Investment**



28 Park Road, Moseley, Birmingham B13 8AH

#### **Property Description:**

A substantial three storey semi detached residence of brick construction surmounted by a pitched slate clad roof and set back from the road behind a tarmacadamed forecourt and situated in an established and predominantly residential area located off Alcester Road (A435). The Moseley Centre is within approximately one quarter of a mile distance. The Vendor has owned the property since May 1993 and prior to his purchase the property was converted into seven separate flats although flats 4 and 5 are now combined into one unit. Each flat is currently let on an Assured Shorthold Tenancy at the following rental.

Flat One: £300 per calendar month Flat Two: £320 per calendar month Flat Three: £320 per calendar month Flat Four/Five: £340 per calendar month

Flat Six: £360 per calendar month Flat Seven: £320 per calendar month Total Current Rental Income: £1,960 per calendar month (£23,520 per annum)

#### Accommodation Ground Floor:

Entrance Hall containing separate meters, Reception Hall Flat One:

Bed/Living Room with Open Plan Kitchen and Separate Shower Room with wc and wash basin

#### Flat Two:

Reception Hall with cellar access, Shower Room with wc and wash basin, Double Bedroom, Living Room with Open Plan Kitchen **First Floor:** 

### Stairs and Landing

#### Flat Three:

Entrance Hall, Large Lounge, Double Bedroom, Kitchen and Separate Shower Room (off landing) with wc and wash basin

#### Flat Four/Five:

Reception Hall, Large Lounge with Open Plan Kitchen, Bathroom with panelled bath, pedestal wash basin and wc, Two Bedrooms

#### Second Floor Flat Six:

Stairs and Landing, Bathroom with bath, wash basin and wc, Dining Kitchen, Study, Lounge, Double Bedroom and Guest Bedroom/Store **Flat Seven:** (Rear Ground Floor) Lounge, Bedroom, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

#### Outside

Front: Tarmacadamed forecourt providing off road parking, Rear: Pedestrian side gated access to brick paved yard, access to rear cellar and lawned garden

#### Vendors Solicitors

Refer to Auctioneers Viewings Via Cottons – 0121 247 2233









### Freehold Part Investment/ Part Vacant Possession



135 Poplar Avenue, Edgbaston, Birmingham B17 8EH

#### **Property Description:**

A substantial three storey mid terraced residence of brick construction surmounted by a pitched replacement tile clad roof and benefiting from mostly UPVC double glazed windows. The property was converted prior to the vendors purchase in January 1987 into self contained flats, originally comprising of six separate units, but now reduced to five units and benefiting from separate electricity meters along with mains fitted fire detection system, smoke detectors and emergency lighting. The property is currently vacant with the exception of flat 6 which is let on an Assured Shorthold Tenancy agreement and whilst a number of improvement works have been carried out, the property is still in need of general modernisation and improvement.

#### **Rental Income:**

Flat 6: Currently let at a rental of £87.50 per week (£4,550 per annum)

#### Accommodation: Ground Floor:

Shared Reception Hall,

#### Flat 1 & 2 Combined:

Lounge, Bedroom with En-suite Shower, Inner Hall, Dining Room, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

#### First Floor: Stairs and I

Stairs and Landing,

#### Flat 3:

Bed/Living Room with Kitchenette and En-suite Shower with wash basin, Separate WC (located off landing)

#### Flat 4:

Bed/Living Room with Kitchenette and En-suite Shower Room having shower, wc and wash basin

#### Flat 5:

Bed/Living Room with Kitchenette and En-suite Shower Room with shower and wc

#### Second Floor:

Stairs to:

#### Flat 6: (not inspected)

Bedroom, Lounge, Kitchenette and Shower Room with wash basin and wc

#### Outside

**Front:** Paved forecourt with pedestrian side entry access to rear

**Rear:** Large yard/patio and large overgrown garden

#### Vendors Solicitors

Refer to Auctioneers

Viewings Via Cottons – 0121 247 2233











56 Coronation Avenue, Willenhall, West Midlands WV13 2RP

#### **Property Description:**

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden and shared driveway. The property benefits from UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom units, and is offered for sale in presentable condition. Coronation Avenue is located off Wolverhampton Road West (B4464) and is within approximately half a mile distance from junction 10 of the M6 motorway.

#### Accommodation:

**Ground Floor:** Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs and Landing to

#### First Floor:

Three Bedrooms and Bathroom having panelled bath with mixer shower, pedestal wash basin and WC **Outside:** (Front) - Walled foregarden and shared driveway

(Rear) - Lawned garden Vendors Solicitors Refer to Auctioneers

Viewings Via Cottons – 0121 247 2233



### Freehold Vacant Possession

### 6 Verney Avenue, Sheldon, Birmingham B33 0QE

#### **Property Description:**

A mid terraced house of non traditional "wates" type construction

surmounted by a pitched tile clad roof and benefiting from gas fired central heating, UPVC double glazed windows and external doors along with two double bedrooms. Verney Avenue forms part of a residential estate located on the edge of Sheldon Country Park and is situated off Willaston Road which leads via Elmstead Avenue off The Radleys. A wide range of local shops and amenities are located within approximately a third of a mile distance.

#### Accommodation:

Ground Floor: Reception Hall, Kitchen, Lounge/Dining Room

#### First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc



Outside: Front: Lawned foregarden

**Rear:** Yard with store and lawned garden

Vendors Solicitors Refer to Auctioneers

#### Viewings







### **Freehold Vacant Possession**

832 Woodborough Road, Nottingham NG3 500

#### **Property Description:**

A substantial property of traditional construction benefiting from gas fired central heating and being offered for sale in presentable condition. The property itself is located close to the junction of Woodborough Road (B684) and Porchester Road approximately two miles to the north east of Nottingham City Centre. Nottingham itself is the regional capital of the East Midlands region with a last recorded population at 286,000.

### Accommodation:

**Ground Floor:** Reception Hall, Front Reception Room, Rear Reception Room and Kitchen

#### First Floor:

Two Bedrooms, two Shower Rooms

#### Attic:

Two Attic Rooms



#### Outside:

(Front) - The property fronts directly onto Woodborough Road (Rear) - Lawned garden

#### Vendors Solicitors Refer to Auctioneers

**Viewings** Via Cottons – 0121 247 2233

### LOT 57

### **Freehold Vacant Possession**



### 67 Dyas Avenue, Great Barr, Birmingham B42 1HQ

#### **Property Description:**

A semi detached property of brick construction surmounted by an interlocking hipped tile clad roof set back from the road in a slightly elevated position behind a lawned foregarden and shared drive way. The property benefits from having UPVC double glazed windows and gas fired central heating, however does require modernisation and improvement. Dyas Avenue is located off Old Walsall Road (B4124) and Walsall Road (A34), the latter providing direct access to Birmingham City Centre and Walsall Town Centre. The property is within two miles distance from the University of Central England, Perry Barr Campus.

#### Accommodation:

#### Ground Floor:

Entrance Hallway, Front Reception, Rear Reception, Kitchen

#### First Floor:

Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC.

#### Outside:

(front) Lawned foregarden and shared driveway (rear) Garden

#### Vendors Solicitors

Refer to Auctioneers

Viewings Via Cottons – 0121 247 2233







### **Freehold Vacant Possession**

### 102 Arden Road, Aston, Birmingham B6 6AR

#### **Property Description:**

A double fronted three storey mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having a well laid out accommodation, UPVC double glazed windows and gas fired central heating, and is generally offered for sale in presentable condition. Arden Road is situated in an established residential area and can be located off Hampton Road or Fentham Road, both of which can be found off Trinity Road. The property is approximately within half a miles distance from the One Stop Shopping Centre and University of Central England, Perry Barr Campus. Accommodation:

#### Ground Floor:

LOT 59

Entrance Hallway, Through Lounge, Dining Room and Kitchen **First Floor:** 

Two Bedrooms and Bathroom having panelled bath, pedestal wash basin, separate WC



Second Floor: Stairs and Landing and Two Bedrooms Outside: Front - Walled foregarden Rear - Paved yard Vendors Solicitors Refer to Auctioneers Viewings Via Cottons - 0121 247 2233

### **Freehold Investment**



### 73a Allendale Road, Yardley, Birmingham B25 8NU

#### **Property Description:**

A semi detached bungalow of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition. Allendale Road is located between Fast Pits Road and Berkeley Road which in turn can be found from the Coventry Road (A45) which provides both easy access to Birmingham City Centre and Birmingham International Airport. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £186 fortnightly (£4,836.00 per annum).

#### Accommodation:

Reception Room, Kitchen/Diner, Bedroom and Bathroom having panelled bath, pedestal wash basin and WC

#### Outside:

(Front) Walled Foregarden and Driveway.

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings







### **Freehold Vacant Possession**

42 Gammage Street, Dudley, West Midlands DY2 8XL

#### **Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof set back behind a paved foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Gammage Street is located off Blowers Green Road (B4587) which provides direct access to Dudley Town Centre which itself provides a wide range of shops and amenities and is approximately within three quarters of a miles distance.

#### Accommodation: Ground Floor:

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, pedestal wash basin and WC

#### First Floor:

Two Bedrooms



#### Outside: (front) Paved foregarden (rear) Garden

#### Vendors Solicitors Refer to Auctioneers

**Viewings** Via Cottons – 0121 247 2233

### LOT 61

### **Freehold Vacant Possession**

### 5 Threshers Drive, Willenhall, West Midlands WV12 4AN

#### **Property Description:**

A mid terraced property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden and pathway. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and is generally offered for sale in presentable condition. Threshers Drive can be found off Farmhouse Road which in turn is found off Bentley Lane. The property is within walking distance to Roughwood Country Park and approximately two miles distance from Willenhall Town Centre.

#### Accommodation: Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen/Diner, WC



#### First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC **Outside:** Front - Lawned foregarden Rear - Patio and lawned area **Vendors Solicitors** Refer to Auctioneers **Viewings** Via Cottons – 0121 247 2233









### 111 Wylde Green Road, Sutton Coldfield, West Midlands B72 1JB

#### Property Description:

A detached bungalow of brick construction surmounted by a hipped tile clad roof and set back from the road behind a lawned foregarden and dual entrance driveway allowing access to garage, and providing further off road parking. The property benefits from having well laid out

accommodation, UPVC double glazed windows and gas fired central heating. The property is situated in an established and popular residential area on Wylde Green Road close to the junction with The Green. The property is within approximately a mile and a half from the main shopping centre in Sutton Coldfield which itself provides a wide range of shops and amenities.

#### Accommodation: Ground Floor:

Entrance Porch, Entrance Hallway, Through Lounge, Dining Room, Kitchen, Two Bedrooms and Bathroom having panelled bath, pedestal wash hand basin, separate WC

#### Outside:

(front) Lawned foregarden and dual entrance drive leading to garage

(rear) Patio and lawned garden

#### Vendors Solicitors Refer to Auctioneers

#### Viewings







### **Freehold Vacant Possession**

### 8 Sarehole Road, Hall Green, Birmingham B28 8DR

#### Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof and set back from the road behind a hedged and lawned foregarden. The property benefits from having well laid out accommodation however does require modernisation and improvement throughout. The property is located on Sarehole Road close to the junction with the Stratford Road (A34) and the property is within approximately a quarter of a miles distance from the main shops and amenities located there.

#### Accommodation: Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen

#### First Floor:

Three Bedrooms and Bathroom having panelled bath, high level WC and pedestal wash basin



#### Outside:

(front) Hedged and lawned foregarden (rear) Lawned garden with brick built store

#### Vendors Solicitors Refer to Auctioneers

**Viewings** Via Cottons – 0121 247 2233

LOT 6<u>4</u>

### **Freehold Vacant Possession**



### 43 Dovedale Avenue, Willenhall, West Midlands WV12 4NA

#### **Property Description:**

A semi detached house of brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and benefiting from UPVC double glazed windows and external doors, gas fired central heating, garage and ample off road parking but requiring some cosmetic improvement. The property is located opposite the junction with Alton Avenue and is situated within approximately three quarters of a mile distance from Willenhall Town Centre.

#### Accommodation: Ground Floor:

Entrance Hall, Through Lounge/Dining Room, Kitchen with Pantry

#### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

#### Outside:

Front: Paved forecourt providing ample off road parking and leading to a Tandem Garage Rear: Paved patio and lawned garden

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings







### **Freehold Residential Building Plot**



### Building Plot r/o 73 Coleshill Road, Water Orton, B46 1QF

#### **Description:**

A Freehold building plot located to the rear of No's. 71 and 73 Coleshill Road. and comprising of a grassed parcel of land, accessed by way of a driveway which runs adjacent to No.71 Coleshill Road and is situated virtually opposite the junction with Openfield Croft. Coleshill Road is a continuation of New Road (B4117), which runs directly through the centre of Water Orton which comprises of a popular village situated on the outskirts of the North Warwickshire Borough and conveniently within one and a half miles distance from the M42 motorway (junction 9)

#### Planning:

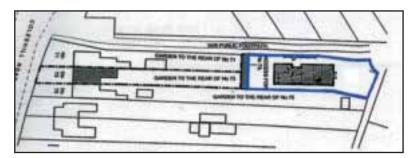
The site benefits from planning consent granted by North Warwickshire Borough Council (Ref: PAP/2006/0846 and dated 6th March 2007) for the erection of a new detached dwelling. A copy of the planning consent is available for inspection at the auctioneers' offices

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233



### **DEPOSITS AND ADMINSITRATION FEE**

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £150 (inc VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Acceptable payment methods are as follows:

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit Card Payments

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

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Credit Card Payments

(Credit card payments are subject to a surcharge of 2%)

If you need any help please contact the Auction Team Tel 0121 247 2233





### **Freehold Land**



Land 4 Wharfdale Street, Wednesbury, West Midlands WS10 9AG

#### **Description:**

A parcel of freehold land roughly rectangular in shape and extending to an area of 372sq.m (0.092 acres). The property is situated in a predominantly residential street close to the junction with Spring Head and within walking distance from Wednesbury Town Centre which contains a wide range of retail amenities and services. The site which is currently overgrown is secured by a palisade fence and double gates to the front elevation and the rear of the site abuts a yard/parking area which leads off Spring Head although no access rights over this land can be confirmed.

#### Planning:

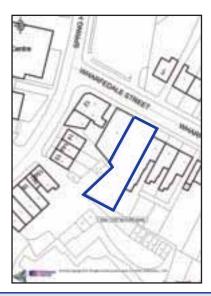
The site may have potential for redevelopment subject to obtaining planning consent from Sandwell Metropolitan Borough Council for any proposed scheme and all interested parties should contact the local planning office to discuss their proposals prior to bidding.

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233

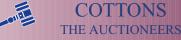


# IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 3rd July 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.

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### **Freehold Building Plot**



### Land Adjacent to 451 Flaxley Road, Stechford, Birmingham B33 9ED

#### **Property Description:**

A parcel of land triangular in shape and benefiting from Planning Consent for the erection of a four bedroom detached dwelling. The plot forms part of an established residential area and Flaxley Road itself is located off Station Road (A4040). The land is approximately within half a mile distance from Stechford Retail Park.

#### Planning:

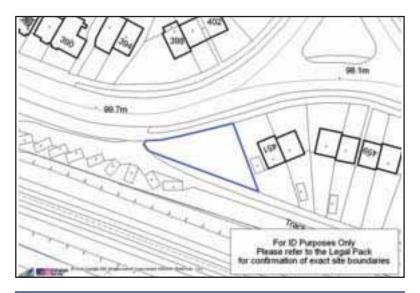
The land benefits from Planning Consent granted by Birmingham City Council (reference N/03905/05/FUL dated 27 July 2005) for the erection of a four bedroom detached dwelling. A copy of the Planning Consent is available for inspection at the Auctioneer's office.

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233



### **LEGAL PACKS**

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

If you need any help please contact the Auction Team Tel 0121 247 2233





### **Freehold Residential Building Plot**



Land Adjacent to 26 North Street, Dudley, West Midlands DY2 7DU

#### **Property Description:**

A parcel of freehold building land situated in a residential street adjacent to number 26 North Street. The plot is triangular in shape and extends to an area of approximately 291 square metres (0.072 acres). The plot benefits from Planning Consent granted in full for the erection of two three bedroom semi detached dwellings. The plot forms part of an established residential area located at the junction of North Street and Claughton Road, and is conveniently within approximately a quarter of a miles distance from Dudley Town Centre providing a wide range of shops and amenities.

#### Planning:

The plot benefits from Planning Consent granted by Dudley Metropolitan Borough Council (reference PO6/0997) dated 7 July 2006 for the erection of two three bedroom semi detached dwellings. The Architect's plans accompanying the application detailed the semi detached properties to have the following accommodation.

#### Proposed Accommodation Ground Floor:

Entrance Hallway, 'L' shaped Lounge, Kitchen

#### First Floor:

Two Bedrooms and Bathroom

#### Second Floor:

Bedroom with ensuite

A copy of the Planning Consent and Architect's drawings are available to view from the Auctioneer's office.

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#### Vendors Solicitors

Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233

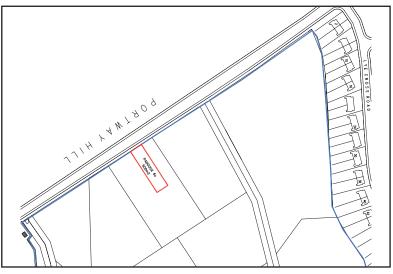


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### **Freehold Land**



### Paddock 6C, Portway Hill, Rowley Regis, West Midlands

#### **Property Description:**

**LOT 70** 

A parcel of freehold land extending to an area of approximately 500 square metres (0.12 acres) and currently forming part of a large open space predominantly comprising grazing land. The paddock is situated on Portway Hill close to the junction with Lye Cross Road and benefits from direct road frontage. Portway Hill leads off Newbury Lane which in turn leads off Wolverhampton Road (A4123). Vendors Solicitors Refer to Auctioneers

Viewings

Via Cottons - 0121 247 2233

### **Freehold Ground Rent**



### Freehold Ground Rent 11 Blackwood Drive, Streetly, Sutton Coldfield, West Midlands B74 3QP

#### **Description:**

A freehold ground rent investment secured upon a traditional detached bungalow of brick construction with hipped tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 24 June 1951 at a ground rent of £3.54 per annum. Vendors Solicitors Refer to Auctioneers

#### Viewings – Not Applicable

Note: The purchaser will be responsible for a contribution of £350 plus VAT towards the vendors' legal costs



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### Freehold Ground Rent



### Freehold Ground Rent 22 Blackwood Drive, Streetly, Sutton Coldfield, West Midlands B74 3QP

#### Description:

A freehold ground rent investment secured upon a traditional detached bungalow of brick construction with hipped tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 24 June 1951 at a ground rent of £4.46 per annum.

#### Vendors Solicitors Refer to Auctioneers

#### Viewings – Not Applicable

Note: The purchaser will be responsible for a contribution of £350 plus VAT towards the vendors' legal costs

### LOT 72

### Freehold Ground Rent



### Freehold Ground Rent 29 Blackwood Drive, Streetly, Sutton Coldfield, West Midlands B74 3QP

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#### Description:

A freehold ground rent investment secured upon a traditional semi detached bungalow of brick construction with a hipped tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 24 June 1951 at a ground rent of £3.54 per annum.

#### Vendors Solicitors Refer to Auctioneers

#### Viewings – Not Applicable

Note: The purchaser will be responsible for a contribution of £350 plus VAT towards the vendors' legal costs

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### **Freehold Ground Rent**



### Freehold Ground Rent 2 Crest View, Streetly, Sutton Coldfield, West Midlands B74 3QA

#### **Description:**

A freehold ground rent investment secured upon a traditional semi detached dwelling house of brick construction with a hipped tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 16th April 1956 at a ground rent of £4.77 per annum.

#### Vendors Solicitors Refer to Auctioneers

Viewings – Not Applicable

Note: The purchaser will be responsible for a contribution of £350 plus VAT towards the vendors' legal costs

### LOT 74

### **Freehold Ground Rent**



### Freehold Ground Rent 12 Crest View, Streetly, Sutton Coldfield, West Midlands B74 3QA

#### **Description:**

A freehold ground rent investment secured upon a traditional semi detached dwelling house of brick construction with a hipped tile clad roof, situated in a popular residential area. The property is subject to a long lease for a term of 99 years from 25 December 1954 at a ground rent of £4.77 per annum.

OIL

Vendors Solicitors Refer to Auctioneers

#### Viewings – Not Applicable

Note: The purchaser will be responsible for a contribution of £350 plus VAT towards the vendors' legal costs









### Freehold Ground Rents 1, 3, 5 & 7 Broomfields Avenue, Solihull, West Midlands B91 2NP

#### **Description:**

A freehold ground rent investment secured against a two storey block containing four maisonettes and situated off School Lane which in turn leads off Hampton Lane. Numbers 1 and 5 are situated on the ground floor and each has one bedroom and numbers 3 and 7 are situated on the first floor and each have two bedrooms. Each flat benefits from a garage located in a separate block.

#### Leasehold Information

All maisonettes are subject to a long lease for a term of 99 years from 25th March 1987 and the Freeholder is entitled to receive the following Ground rent Income:

#### 1 Broomfields Avenue:

LOT 76

Current ground rent: £100 per annum rising to £200 in 2020 and to £300 in 2053.

#### 3 Broomfields Avenue:

Current ground rent: £100 per annum rising to £200 in 2020 and to £300 in 2053.

#### 5 Broomfields Avenue:

Current ground rent: £40 per annum rising to £80 in 2020 and £120 in 2053. **7 Broomfileds Avenue:** 

Current ground rent: £40 per annum rising to £80 in 2020 and £120 in 2053 Total Ground Rent Income:

Currently £280 per annum rising to £560 in 2020 and ££840 in 2053 The Landlord and Tenant Act 1987 Offer notices for sale by auction have been served upon all lessees under section 5b of the above act.

#### Vendors Solicitors Refer to Auctioneers

Viewings – Not Applicable

Note: The purchaser is responsible for the payment of £350 plus VAT as a contribution towards the vendors' legal costs.

### Freehold Ground Rent Investment



92, 94, 96 and 98 Kingsbury Road, Erdington, Birmingham B24 8QJ

#### Property Description:

A freehold ground rent investment secured against a two storey block of four maisonettes and forming part of a small development located at the junction of Kingsbury Road and Kingsmere Close.

#### Tenure:

All maisonettes are subject to a long lease for a term of 99 years from 24th June 1967. Each lessee pays a ground rent of £25 per annum.

Total Ground Rent Income: £100 per annum

#### Landlord and Tenant Act 1987:

Offer notices for sale by auction have been served upon all lessees under section 5b of the above act.

#### Vendors Solicitors Refer to Auctioneers

#### Viewings – Not Applicable

Note: The purchaser is responsible for the payment of £350 plus VAT as a contribution towards the freeholders' legal costs









### **Freehold Ground Rent Investment**



### Freehold Ground Rent Investment: 1 and 3 Kingsmere Close, Erdington, Birmingham B24 8QL

#### **Property Description:**

A freehold ground rent investment secured against two maisonettes. The property forms part of a small development and Kingsmere Close comprises of a cul-de-sac leading off Kingsbury Road.

#### Tenure:

All maisonettes are subject to a long lease for a term of 99 years from 24th June 1967. Each lessee pays a ground rent of £25 per annum.

Total Ground Rent Income:

# £50 per annum

### Landlord and Tenant Act 1987:

Offer notices for sale by auction have been served upon all lessees under section 5b of the above act. **Vendors Solicitors** 

#### Refer to Auctioneers Viewings – Not Applicable

Freehold Ground Rent Investment

Note: The purchaser is responsible for the payment of £350 plus VAT as a contribution towards the freeholders' legal costs.



5, 7, 9 and 11 Kingsmere Close, Erdington, Birmingham B24 8QL

#### **Property Description:**

A freehold ground rent investment secured against four maisonettes. The property forms part of a small development and Kingsmere Close comprises of a cul-de-sac leading off Kingsbury Road.

#### Tenure:

All maisonettes are subject to a long lease for a term of 99 years from 24th June 1967. Each lessee pays a ground rent of £25 per annum.

## **Total Ground Rent Income:** £100 per annum

Landlord and Tenant Act 1987: Offer notices for sale by auction have been served upon all lessees under section 5b of the above act. Vendors Solicitors

#### Refer to Auctioneers

#### Viewings – Not Applicable Note: The purchaser is responsible for

the payment of £350 plus VAT as a contribution towards the freeholders' legal costs.







### LOT 79 Freehold Ground Rent Investment



15, 17, 19 and 21 Kingsmere Close, Erdington, Birmingham B24 8QL

#### **Property Description:**

A freehold ground rent investment secured against four maisonettes. The property forms part of a small development and Kingsmere Close comprises of a cul-de-sac leading off Kingsbury Road.

#### Tenure:

All maisonettes are subject to a long lease for a term of 99 years from 24th June 1967. Each lessee pays a ground rent of £25 per annum.

#### Total Ground Rent Income: £100 per annum

#### Landlord and Tenant Act 1987:

Offer notices for sale by auction have been served upon all lessees under section 5b of the above act. **Vendors Solicitors** 

### Refer to Auctioneers

**Viewings – Not Applicable** Note: The purchaser is responsible for the payment of £350 plus VAT as a contribution towards the freeholders' legal costs.

### LOT 80 Freehold Ground Rent Investment



23, 25, 27 and 29 Kingsmere Close, Erdington, Birmingham B24 8QL

#### **Property Description:**

A freehold ground rent investment secured against four maisonettes. The property forms part of a small development and Kingsmere Close comprises of a cul-de-sac leading off Kingsbury Road.

#### Tenure:

All maisonettes are subject to a long lease for a term of 99 years from 24th June 1967. Each lessee pays a ground rent of £25 per annum.

**Total Ground Rent Income:** £100 per annum

111-1

#### Landlord and Tenant Act 1987:

Offer notices for sale by auction have been served upon all lessees under section 5b of the above act. **Vendors Solicitors** 

### Refer to Auctioneers

### Viewings – Not Applicable

Note: The purchaser is responsible for the payment of £350 plus VAT as a contribution towards the freeholders' legal costs.





LOT 81 Freehold Ground Rent Investment



31, 33, 35 and 37 Kingsmere Close, Erdington, Birmingham B24 8QL

#### **Property Description:**

A freehold ground rent investment secured against four maisonettes. The property forms part of a small development and Kingsmere Close comprises of a cul-de-sac leading off Kingsbury Road.

#### Tenure:

All maisonettes are subject to a long lease for a term of 99 years from 24th June 1967. Each lessee pays a ground rent of £25 per annum.

**Total Ground Rent Income:** £100 per annum

#### Landlord and Tenant Act 1987:

Offer notices for sale by auction have been served upon all lessees under section 5b of the above act. **Vendors Solicitors** 

#### Refer to Auctioneers Viewings – Not Applicable

Note: The purchaser is responsible for the payment of £350 plus VAT as a contribution towards the freeholders' legal costs.



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# Freehold Public House with Vacant Possession



The Lamplighter Public House, Summer Lane, Newtown, Birmingham, B19 3RZ

#### **Property Description:**

A detached Public House of brick construction surmounted by a part pitched tile clad roof and a part flat roof. The property comprises of a substantial building, offering extensive accommodation presently comprising two Bar Areas, Rear Cold/Store Room, and a three bedroom flat to the First Floor. The property occupies a site area extending to approximately 0.19 Acres and is located at the junction of Summer Lane and Attenborough Close, in the mixed use suburb of Newtown, with close proximity to New John Street West (A4540) and within 1 mile of Birmingham City Centre. The Public House is currently trading and we understand that it is being sold due to the Vendors retirement from the trade.

#### Accommodation: Ground Floor:

Front Bar measuring 83.8sq.m. (902sq.ft.), Rear Bar measuring 45.6sq.m. (491sq.ft.), Male and Female WC's, Second Entrance Lobby, Staff Kitchenette, Staff WC's

#### Rear:

Cold/ Store Room measuring 48.1sq.m. (518sq.ft.)

#### First Floor:

Stairs and Landing, Living Room, Three Bedrooms, Kitchen and Bathroom

Outside (front): Car Park

Outside (rear): Small enclosed yard

Vendors Solicitors Refer to Auctioneers

#### Viewings

Via Cottons - 0121 247 2233

Note: V.A.T. will be payable upon the purchase price at the current rate of 17.5%

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### 31 Essington Road, Willenhall, West Midlands WV12 5DW

#### **Property Description:**

An extended semi detached house of part rendered brick construction surmounted by a predominantly pitched tile clad roof, providing well laid out family accommodation, benefiting from four bedrooms, gas fired central heating and a garage. The property is situated close to the junction with Baynton Road and is located approximately three and a half miles distance to the North East of Wolverhampton City Centre.

#### Accommodation: Ground Floor:

Entrance Hall, Through Lounge/Dining Room, Kitchen with range of fitted units, Lobby with personal garage door, Utility Room, Cloak Room with wc

#### First Floor:

Stairs and Landing, Four Bedrooms, Bathroom with modern suite comprising panelled bath, tiled shower enclosure, pedestal wash basin and wc

#### Outside:

(Front) Partly paved foregarden and driveway providing off road parking and leading to integral garage

(Rear) Large paved patio/yard area and a partly lawned garden

#### Vendors Solicitors

Refer to Auctioneers

#### Viewings













### 48 Gibson Road, Handsworth, Birmingham B20 3UE

#### **Property Description:**

A traditional built detached residence of brick construction surmounted by a pitched tile clad roof, providing well laid out family accommodation which includes four bedrooms, a garage and a large rear garden but requiring modernisation and improvement throughout. Gibson Road runs directly between Hamstead Road (B4124) and Church Hill Road and the property is situated virtually opposite the junction with North Drive and forms part of an established residential area predominantly containing a range of traditional family housing.

#### Accommodation: Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Pantry, Side Veranda with brick store, wc and garage access

#### First Floor:

Stairs and Gallery Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bedroom Four (double), Bathroom with bath, pedestal wash basin and Separate wc

#### Outside:

**Front:** Concrete driveway providing off road parking, foregarden and integral garage, pedestrian gated access to rear

**Rear:** Yard/patio area and a large lawned garden with rear pedestrian access

#### Vendors Solicitors Refer to Auctioneers

Viewings

Via Cottons - 0121 247 2233



### **ADMINISTRATION FEE**

An administration fee of £150 (inc. VAT) will be payable in addition to the 10% deposit (subject to a minimum deposit of £2000), which is payable on each lot purchased. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.











## 2 New Street, Tipton DY4 8PD

### **Property Description:**

An end terraced house of rendered brick construction surmounted by a hipped tile clad roof, situated on a culde-sac and benefiting from ample off road parking, gas fired central heating and double glazed windows but requiring some cosmetic improvement. New Street leads off Waterloo Street and the property is within approximately one quarter of a mile distance from Tipton Railway Station.

### Accommodation: Ground Floor:

Double Glazed Porch, Reception Hall, Lounge, Full Width Dining Kitchen, Conservatory

### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with corner suite comprising panelled bath having shower over, pedestal wash basin and wc

### **Outside:**

Front: Paved front and side garden providing off road parking, pedestrian gated access to rear

Rear: Paved garden

Vendors Solicitors Refer to Auctioneers

**Viewings** Via Cottons – 0121 247 2233

### LOT 86

## **Freehold Vacant Possession**

## 25 Castle Street, Darlaston, West Midlands WS10 8JA

### **Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale in generally presentable condition. Castle Street can be found off The Green which in turn is a continuation of the A462. The property is within approximately half a miles distance from the main shopping area in Darlaston which provides a range of local shops and amenities.

### Accommodation:

Ground Floor: Lounge, Dining Room, Kitchen

### First Floor:

Stairs and Landing, Two Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

OIL



Outside: Rear - Gravelled garden

Vendors Solicitors Refer to Auctioneers

### Viewings Via Cottons – 0121 247 2233





## LOT 87

## **Freehold Vacant Possession**



## 8 Bush Road, Tipton, West Midlands DY4 8LB

### Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a paved foregarden and driveway allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Bush Road is a cul-de-sac located off Park Lane West (A457) and is within a quarter of a mile from Victoria Park. The property is also approximately within a mile and a half distance from Dudley Town Centre.

### Accommodation: Ground Floor:

Entrance Hallway, Lounge, Dining Room, Conservatory (housing Kitchen), Lean to with WC

### First Floor:

Three Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC

### Outside:

(front) Paved foregarden and driveway (rear) Lawned garden Vendors Solicitors Refer to Auctioneers Viewings Via Cottons – 0121 247 2233

## LOT 88

## **Freehold Vacant Possession**

## 133 Halesowen Road, Netherton, Dudley, West Midlands DY2 9PY

### **Property Description:**

A mid terraced property of brick construction comprising of a front retail shop and living accommodation to the rear and first floor. The property benefits from having part UPVC double glazed windows and gas fired central heating, electric roller shutter and is generally offered for sale in presentable condition. The property is situated on the Halesowen Road (A459) in a busy parade of similar retail units close to the junction with Cradley Road (B4173).

### Accommodation: Ground Floor:

Retail Area, Cellar, Lounge, large Dining Kitchen, Inner Lobby and WC

### First Floor:

Two Bedrooms and Bathroom having panelled bath, pedestal wash basin and WC



Outside: (rear) Garden

### Vendors Solicitors Refer to Auctioneers

### **Viewings** Via Cottons – 0121 247 2233









Lock Up Garage, rear of 172-178 Barn Lane, Olton, Solihull, West Midlands B92 7LZ

### **Property Description:**

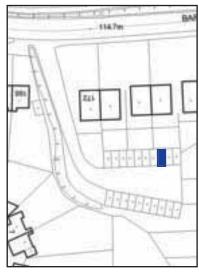
A single lock up garage (edged blue on the plan) forming part of a linear block of ten units situated in a garage yard which is accessed by way of secure gated driveway which runs adjacent to number 172 Barn Lane. Barn Lane forms part of a popular residential area and is located approximately two miles distance to the north of Solihull Town Centre.

### Vendors Solicitors

Refer to Auctioneers

### Viewings

Via Cottons - 0121 247 2233



### LOT 90

## **Freehold Vacant Possession**



Lock Up Garages, Damar Croft, Kings Heath, Birmingham B14 6PY

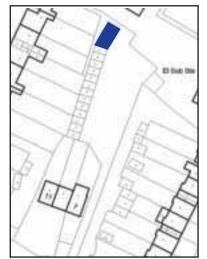
### **Property Description:**

A row of three lock up garages (edged blue on the plan) located at the end of a linear block containing a total of sixteen units and situated in a yard accessed by way of a driveway adjacent to number 7 Damar Croft. The garages have been unused for a number of years and require some repair and improvement. Damar Croft comprises of a residential cul-de-sac located off Brandwood Road and within approximately one miles distance to the south of Kings Heath High Street.

### Vendors Solicitors Refer to Auctioneers Viewings

Via Cottons - 0121 247 2233

0112











72 Stanmore Road, Edgbaston, Birmingham B16 9TB

### **Property Description:**

A substantial three storey residence of brick construction surmounted by a pitched slate clad roof and providing extensive accommodation and requires modernisation and improvement throughout. The property has previously been subdivided into a range of bedsits and benefits from a licence for use as a house in multiple occupation effective from 23rd March 2007 and permits that the house is reasonably suitable for occupation by not more than seven households or nine persons. The property is situated in the popular residential district of Edgbaston and Stanmore Road runs between Portland Road and Hagley Road (A456) the latter providing direct access to the City Centre which lies within approximately two miles distance to the East.

### Accommodation: Ground Floor:

Reception Hall, Cellar Access, Front Reception Room with Kitchenette, Rear Reception Room, Lobby with access to Veranda, Dining Room, Kitchen, Shower Room with wash basin and Separate WC

### **First Floor:**

Stairs and Landing, Bedroom One with Kitchenette, Bedroom Two with Kitchenette, Shower Room with wash basin and wc, Separate Shower Room, Bedroom Three with Separate Kitchen

### Second Floor:

Stairs and Landing, Bedroom Four with Kitchenette, Bedroom Five with Kitchenette

### Outside:

(Front) Paved foregarden (Rear) Yard and garden

Vendors Solicitors

Refer to Auctioneers

### Viewings

Via Cottons - 0121 247 2233









## 411 Birmingham New Road, Dudley, West Midlands DY1 4SJ

### **Property Description:**

A traditional semi detached house of rendered brick construction surmounted by a hipped tile clad roof, set well back from the road behind a gravelled forecourt providing ample off road parking and benefiting from gas fired central heating and mostly UPVC double glazed windows but requiring modernisation and improvement throughout. The property is situated close to the junction with Tipton Road and conveniently within approximately one mile distance from Dudley Town Centre which provides access to a wide range of retail amenities and services.

### Accommodation: Ground Floor:

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Utility Room

### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

### Outside:

Front: Gravelled forecourt providing off road parking and a lean to store/workshop

Rear: Partly paved/concrete garden

### Vendors Solicitors

Refer to Auctioneers

### Viewings

Via Cottons - 0121 247 2233

## LEGAL PACKS

Out

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

If you need any help please contact the Auction Team Tel 0121 247 2233









## 2 Cheshire Road, Walsall, West Midlands WS2 0HQ

### **Property Description:**

A semi detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden. The property benefits from well laid out accommodation but requires modernisation and improvement. Cheshire road is located off Queen Elizabeth Avenue which in turn can be found from the Wolverhampton Road West (B4464). The property is within approximately a guarter of a mile distance from junction 10 of the M6 motorway and within approximately two miles distance from Walsall Town Centre.

### Accommodation: Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Dining Room/Study, Shower Room.

### First Floor:

Stairs and Landing, Two Bedrooms and Bathroom having panelled bath and pedestal wash hand basin with separate WC.

### Outside:

(Front) lawned foregarden (Rear) Garden

### Vendors Solicitors

Refer to Auctioneers

### Viewings

Via Cottons - 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Thursday 3rd July 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.

COTTONS



## LOT 94

## **Leasehold Vacant Possession**

## 46 Norrington Road, Northfield, Birmingham B31 5PH

### **Property Description:**

An end terraced house of brick construction surmounted by a pitched tile clad roof, having three bedrooms and benefiting from UPVC double glazed windows and doors (except veranda) and off road parking but requiring complete modernisation and improvement throughout. Norrington Road is situated off Egghill Lane which in turn leads off Frankley Beeches Road and the property is conveniently within approximately three quarters of a mile distance from Northfield Shopping Centre which provides access to a wide range of retail amenities and services.

### Accommodation: Ground Floor:

Entrance Hall, Lounge with store cupboard, Kitchen with pantry and store cupboard, Bathroom with bath and wash basin, Dilapidated Veranda with a Separate WC

First Floor:

Stairs and Landing, Three Bedrooms



### Outside:

Front: Foregarden with off road parking space, pedestrian side access to rear Rear: Predominantly lawned garden Leasehold Information: Term: 99 years from 1 May 2000 Ground Rent: Currently £75 per annum (rising during the term) Vendors Solicitors Refer to Auctioneers Viewings

Via Cottons - 0121 247 2233

## LOT 95

## **Freehold Vacant Possession**



35 Simpson Road, Beechdale Estate, Walsall WS2 7EY

### **Property Description:**

An end terraced property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a path way and lawned garden. The property benefits from having well laid out accommodation, UPVC double glazed windows and is offered for sale in presentable condition. Simpson Road is located off Stephenson Avenue which in turn can be found off Green Lane (A34) which provides direct access to Walsall Town Centre being within approximately one miles distance.

### Accommodation:

### **Ground Floor:**

Entrance Hallway, Kitchen, Lounge with Dining Area.

### First Floor:

Stairs and Landing, Two Bedrooms and Bathroom with panelled bath, pedestal wash basin and WC. **Outside:** 

### Outside

(front) Lawned foregarden (rear) Lawned garden and brick built store

### Vendors Solicitors

Refer to Auctioneers Viewings

Via Cottons - 0121 247 2233







## LOT 96

## **Freehold Vacant Possession**

## 143 Grove Lane, Handsworth, Birmingham B20 2HE

### **Property Description:**

A substantial three storey traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from three reception rooms and five bedrooms but requiring modernisation and improvement throughout. The property is situated opposite Handsworth Park and Grove Lane provides direct access to Soho Road (A41) which houses a wide range of retail amenities and services.

### Accommodation: Ground Floor:

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Dining Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc **First Floor:** 

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three (currently set out as a kitchen), Bathroom with bath, wash basin and wc



Second Floor: Stairs and Landing, Bedroom Four, Bedroom Five Outside: (Front) Foregarden set back behind a mature privet hedge (Rear) Shared pedestrian access to brick yard and garden Vendors Solicitors Refer to Auctioneers Viewings Via Cottons – 0121 247 2233

## LOT 97

## **Freehold Vacant Possession**



### 135 Wychwood Crescent, Sheldon, Birmingham B26 1LX

### **Property Description:**

An end terraced house of non traditional "Smiths" type construction having been rendered and surmounted by a pitched tile clad roof. The property provides well laid out accommodation and benefits from part UPVC double glazed windows, electric storage heating and a side garage but requires some modernisation and cosmetic improvement. Wychwood Crescent leads off Wensley Road which in turn leads off Barrows Lane and the property is within approximately one quarter of a mile distance from Coventry Road (A45) which provides access to a wide range of retail amenities and services.

Accommodation: Ground Floor: Porch, Reception Hall, Through

III.

### Lounge/Dining Room, Kitchen, Utility Room/Store, Cloak Room having wc and pedestal wash basin **First Floor:**

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled

bath having electric shower over, pedestal wash basin and wc

### Outside:

(Front) Lawned foregarden with paved driveway leading to side garage (Rear) Paved patio and lawned garden

Vendors Solicitors Refer to Auctioneers

### Viewings Via Cottons – 0121 247 2233

HARRY R. BARBER. FAICS

CHARTERED SURVEYOR







## 30 Royal Road, Sutton Coldfield, West Midlands B72 1SP

### **Property Description:**

A semi detached property of traditional construction surmounted by a tile clad roof and requiring modernisation and improvement throughout. The property occupies a substantial plot extending to approximately 0.09 acres. Royal Road itself is located in a predominantly residential area of Sutton Coldfield and runs directly off Coleshill Road within a very short distance of Sutton Coldfield Town Centre.

### Accommodation: Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Pantry and Utility Room

OIL

### First Floor:

Stairs and Landing, Bedroom 1, Bedroom 2, Bedroom 3, Bedroom 4/Box Room and Bathroom containing roll top bath, pedestal wash hand basin and low flush WC

### Outside:

(front) Hedged foregarden (rear) Substantial rear garden

### Vendors Solicitors

Refer to Auctioneers

### Viewings

Via Cottons - 0121 247 2233



COTTONS

THE AUCTIONEERS

Line

## PRELIMINARY ANNOUNCEMENT

## Potential Freehold Redevelopment Opportunity

66/74 Lea Way, Wellingborough, Northants NN8 3NG To be offered for sale by auction on Thursday 3 July 2008 unless sold prior.



66/74 Lea Way, Wellingborough, Northants NN8 3NG

### **Description:**

A freehold site extending to an area of 0.76 acres (3075 sq metres) and currently comprising of a neighbourhood shopping centre containing a supermarket along with four single storey lock up shops. The site is situated in a predominantly residential area containing a mix of private and local authority housing, and lies approximately one mile distance to the west of Wellingborough Town Centre, and within approximately ten miles distance from Northampton via the A45 which also provides access to the M1 motorway (junctions 15a & 16).

### Planning:

The site is currently unused and in some disrepair and is considered suitable for residential redevelopment. Whilst no formal planning applications have been submitted we are in receipt of a letter from Wellingborough Borough Council supporting a mixed use retail/residential development no higher than two storeys and not to exceed a density of thirty seven units. All interested parties should make their own enquiries with Wellingborough Council Planning Department telephone 01933 231720.

All enquiries/offers should be made direct to the Auctioneers on 0121 2472233.













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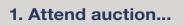


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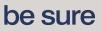
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## COTTONS CHARTERED SURVEYORS TERMS & CONDITIONS FOR PROXY/TELEPHONE BIDS

The form overleaf is to be completed in full, signed and returned to Cottons Chartered Surveyors, 361 Hagley Road, Edgbaston, Birmingham, B17 8DL Tel:0121 247 2233. No later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/Telephone Bids and undertaken all necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No. above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The maximum bid price on proxy bids must be an exact figure (i.e  $\pounds 50,500$ , bids of for example  $\pounds 1,000$  over the highest offer in the auction room will not be accepted.

Telephone bids – Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

Deposit for lots which do not have a guide price should be negotiated with the auctioneer. **Please contact 0121 247 2233.** 

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.

If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction.

## COTTONS CHARTERED SURVEYORS PROXY BID FORM/TELEPHONE BID FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/Telephone Bids on reverse.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid. We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

ТҮРЕ	OF	BID
(please	tick	:)

TELEPHONE PROXY

## **BIDDER INFORMATION**

Name	
Address	
Contact number	
Contact number for	r telephone bid on Auction Day
SOLICITOR INF	ORMATION
Name	
Address	
Telephone number	
Contact	
BID INFORMAT	ION LOT
Address	
Maximum Bid	

(proxy only) Maximum Bid (words)

## DEPOSIT

Deposit	
(10% of max bid for p	proxy bid or 10% of top guide price for telephone bid)

Deposit (words)

## I confirm that I have read all Terms & Conditions

Signed

Date

## **IMPORTANT NOTICE**

We are currently updating our mailing list so, if you require a catalogue for our next Thursday 3rd July 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip below and either hand it to us at the auction or post it to us at the address below. If we do not receive this then your details will be erased from our Mailing List. Alternatively, you may wish to subscribe to our annual Mailing List at cost of £25.00 including VAT which should be enclosed when you return this form to receive Catalogues for the next 12 months from the date of subscription.

Name

Address

**Telephone No's** 

Date

Signature

## Cottons

Auction Department 361 Hagley Road Edgbaston Birmingham B17 8DL

Also now at 452 Stratford Road Shirley, Solihull West Midlands B90 4AQ

305 Bearwood Road Smethwick, West Midlands, B66 4DP

Tel: 0121 247 2233 Fax: 0121 247 1233 E-mail: auctions@cottons.co.uk

## Sale memorandum

Date

Name and address of seller

Name and address of buyer

The **lot** 

The price (excluding any VAT)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit.\_

Signed by the **buyer** 

Signed by us as agent for the seller

The **buyer's** conveyancer is

Name

Address

Contact

## **Common Auction Conditions for Auctions of Real Estate in England & Wales**

(Edition 2 October 2005) Reproduced with the consent of the RICS Real Estate Group with the support of the Commercial and Residential Property Faculties. *No responsibility for loss occasioned to any person acting or refraining from auction as a result of the material included in this publication can be accepted by the author or publisher. Royal Institution of Chartered Surveyors 1 October 2005* 

Introduction

### The common auction conditions have three main sections:

1. Glossary

This gives special meanings to some words used in the rest of the conditions

2. The conduct of the auction

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction you do so on the basis that you accept them

### 3. Conditions of sale

If you buy a lot you will sign a **sale memorandum** under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- · General conditions that apply to all lots
- · Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the general conditions)

The conditions are legally binding.

### Important notice

A prudent buyer will, before bidding for a lot at an auction:

• Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant

- Read the conditions
- · Inspect the lot
- · Carry out usual searches and make usual enquiries
- · Check the content of all available leases and other documents relating to the lot
- · Check that what is said about the lot in the catalogue is accurate
- · Have finance available for the deposit and purchase price
- · Check whether VAT registration and election is advisable.

### The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

In the conditions wherever it makes sense:

- · singular words can be read as plurals, and plurals as singular words
- · a 'person' includes a corporate body

· words of one gender include the other genders and where the following words appear in blue they have the specified meanings:

### Actual completion date

The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest

### Addendum

An amendment or addition to the **conditions** whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction Agreed completion date** 

(a) the date specified in the **special conditions**, or

(b) if no date is specified, **20 business days** after the **contract date** but if that date is not a **business day** the first subsequent **business day** 

### Arrears

Arrears of rent and other sums due under the tenancies but unpaid on the actual completion date

### Auction

The auction advertised in the **catalogue** 

Auctioneers

The auctioneers at the **auction** 

### **Business day**

Any day except (a) a Saturday or a Sunday (b) a bank holiday in England and Wales or (c) Good Friday or Christmas Day

### Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** all obligations

can be enforced against them jointly or against each of them separately

### Catalogue

The catalogue to which the **conditions** refer including any supplement to it

### Completion

Completion of the sale of the **lot** 

### Conditions

This glossary, the conditions for the conduct of the **auction**, the **general conditions**, any **extra conditions** and the **special conditions** 

### Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot **Contract date** 

### The date of the **auction** or, if the **lot** is not sold at the **auction**:

(a) the date of the sale memorandum signed by both the seller and buyer or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

### **Documents**

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot

### Extra conditions

Any additions to or variations of the conditions that are of general application to all lots

### General conditions

The conditions so headed

### Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc

### Lot

Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy

### Old arrears

Arrears due under any of the tenancies that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995

### Particulars

The section of the catalogue that contains descriptions of each lot

### Practitioner

A receiver, administrative receiver or liquidator or a trustee in bankruptcy

### Price

The price that the buyer agrees to pay for the lot

#### **Ready to complete**

Ready, willing and able to complete: if completion would enable the seller to

discharge all financial charges secured on the lot that have to be discharged by

completion, then those outstanding financial charges do not prevent the seller from being ready to complete

#### Sale memorandum

The form so headed set out in the catalogue in which the terms of the contract for the sale of the lot are recorded

### Seller

The person selling the lot

### Special conditions

The conditions so headed that relate to the lot

### Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them

#### Transfer

Includes a conveyance or assignment (and to transfer includes to convey or to assign) TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 1981 as modified or re-enacted from time to time

### VAT

Value Added Tax or other tax of a similar nature

#### VAT election

an election to waive exemption from VAT in respect of the lot

We (and us and our)

### The auctioneers

### You (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer

The catalogue is issued only on the basis that you accept these conditions relating to the conduct of the auction. They override all other conditions and can only be varied if we agree.

### Our role

As agents for each seller we have authority to:

### • prepare the **catalogue** from information

supplied by or on behalf of each seller

### • offer each lot for sale

• sell each lot

- · receive and hold deposits
- sign each sale memorandum

• treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by the conditions. Our decision on the conduct of the auction is final.

We may cancel the **auction**, withdraw **lots** from sale, or alter the order in which **lots** are offered for sale. We may also combine or divide **lots**. You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

### **Bidding and reserve prices**

We may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it, and our decision is final. Unless stated otherwise each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. Where a guide price is given that price is not to be taken as an indication of the value of the lot or of the reserve price. The particulars and other information

We have taken reasonable care to prepare **particulars** that correctly describe each **lot**. However the **particulars** are based on information supplied by or on behalf of the **seller** and **we** are not responsible for errors. The **particulars** are for **your** information but you must not rely on them. They do not form part of any **contract** between the **seller** and the **buyer**. If **we** provide any information or a copy of any document we do so only on the basis that **we** are not responsible for its accuracy. **The contract** 

A successful bid is one **we** accept as such. If **you** make a successful bid for a **lot you** are obliged to buy that **lot** on the terms of the **sale memorandum**. The **price** will be the amount **you** bid plus **VAT** (if applicable). **You** must before leaving the **auction**:

 provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity that complies with money laundering regulations)

• sign the completed **sale memorandum** and

• pay the deposit and if **you** do not **we** may either:

• as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or

• sign the **sale memorandum** on **your** behalf. Deposits must be paid by cheque or by bankers' draft drawn in **our** favour on a UK clearing bank or building society. The **catalogue** states whether **we** also accept debit or credit cards.

We may retain the **sale memorandum** signed by or on behalf of the **seller** until **we** receive the deposit in cleared funds.

If you make a successful bid for a lot:

You are personally liable to buy it even if you are acting as an agent. It is your responsibility to obtain an indemnity from the person for whom you are the agent
Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot

 If the buyer does not comply with its obligations under the contract you are personally liable to buy the lot and must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.

The general conditions apply except to the extent that they are varied by extra conditions, the special conditions or by an addendum.

### 1. The lot

1.1 The **lot**, including any rights granted and reserved, is described in the **special conditions**.

1.2 The **lot** is sold subject to all subsisting **tenancies**, but otherwise with vacant possession on **completion**.

1.3 The **lot** is sold subject to all matters contained or referred to in the **documents** (except financial charges: these the **seller** must discharge on or before **completion**) and to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

(a) matters registered or capable of registration as local land charges

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute

(c) notices, orders, demands, proposals and requirements of any competent authority (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health

(e) rights, easements, quasi-easements, and wayleaves

(f) outgoings and other liabilities

(g) any interest which overrides, within the meaning of the Land Registration Act 2002 (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them

(i) anything the seller does not and could not reasonably know about and where any such matter would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against liability.

1.4 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

1.5 The lot does not include any tenant's or trade fixtures or fittings.

1.6 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

1.7 The **buyer** buys with full knowledge of:

(a) the **documents** whether or not the **buyer** has read them

(b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

1.8 The **buyer** is not relying on the information contained in the **particulars** or in any replies to preliminary enquiries but on the **buyer's** own verification of that information. If any information is not correct any liability of the **seller** and any remedy of the **buyer** are excluded to the extent permitted by law.

### 2. Deposit

2.1 The amount of the deposit is the greater of:

(a) any minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum), and

(b) 10% of the price exclusive of VAT.

2.2 The deposit:

(a) must be paid to the **auctioneers** by cheque or banker's draft drawn on a UK clearing bank or building society (or by such other means of payment as they accept)
(b) is to be held as stakeholder unless the **special conditions** provide that it is to be held as agent for the **seller**.

2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it and any interest on it to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **conditions**.

2.4 If a cheque for the deposit is not cleared on first presentation the **seller** is entitled to treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

2.5 Interest earned on the deposit belongs to the **seller** unless the **conditions** provide otherwise.

### 3. Transfer of risk and insurance

3.1 From the **contract date** the **seller** is under no obligation to insure the **lot** and the **buyer** bears all risk of loss or damage unless:

(a) the lot is sold subject to a tenancy that requires the seller to insure the lot or(b) the special conditions require the seller to insure the lot.

3.2 If the **seller** is to insure the **lot** then the **seller**:

(a) must produce to the **buyer** on request relevant insurance details

(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due

(c) gives no warranty as to the adequacy of insurance

(d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on any insurance policy that does not cover a contracting purchaser (e) must, unless otherwise agreed, cancel the insurance at **completion** 

(f) is to hold in trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** and the **buyer** must on **completion** reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from and including the **contract date** 

3.3 If under a **tenancy** the **seller** insures the **lot** then unless otherwise agreed with the **buyer** the **seller** is to pay any refund of premium.

### (a) to the **buyer** or

(b) if the **special conditions** so state, to each tenant in the proportion that the tenant pays premiums under its **tenancy**, first deducting any arrears of premium due from that tenant.

3.4 Section 47 of the Law of Property Act 1925 does not apply.

3.5 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

### 4. Title

4.1 Unless **general condition** 4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter following the **contract date**.

4.2 The *buyer* may raise no requisition or objection to any **documents** made available before the **auction** but in relation to any of the **documents** that is not available before the **auction** the following provisions apply:

(a) if the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and of all documents noted on the register that affect the **lot** 

(b) if the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than 15 years old) and must produce to the **buyer** the original or an examined copy of every relevant **document** 

(c) the **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**. 4.3 Unless otherwise stated in the **special conditions the seller** sells with full title guarantee except that:

(a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the **buyer** and

(b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state or condition of the **lot** where the **lot** is leasehold property.

4.4 If title is in the course of registration title is to consist of certified copies of:(a) the **documents** sent to the Land Registry

(b) the application to the Land Registry and a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration documents to the **buyer**.

4.5 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

4.6 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

### 5. Transfer

5.1 Unless a form of transfer is set out in the special conditions:

(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if condition 5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller** and (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

5.3 The seller cannot be required to transfer the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

### 6. Completion

6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the seller may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

6.3 Payment is to be made in pounds sterling and only by:

(a) direct transfer to the **seller's** conveyancer's client account and

(b) the release of any deposit held by a stakeholder.

6.4 Unless the **seller** and the **buyer** otherwise agree **completion** takes place when both have complied with their obligations under the **contract** and the total payment is unconditionally received in the **seller's** conveyancer's client account.

6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

6.6 Where applicable the **contract** remains in force following **completion**. **7. Notice to complete** 

7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within 10 **business days** (excluding the date on which the notice is given) making time of the essence.

7.2 The person giving the notice must be ready to complete.

7.3 If the **buyer** fails to comply with a notice to complete the seller may, without affecting any other remedy the **seller** has:

(a) rescind the **contract** 

(b) claim the deposit and any interest on it if held by a stakeholder

(c) forfeit the deposit and any interest on it

(d) resell the lot and

(e) claim damages from the **buyer**.

7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

(a) rescind the **contract** and

(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

### 8. If the contract is brought to an end

If the contract is rescinded or otherwise brought to an end:

(a) the **buyer** must return all papers to

the **seller** and appoints the **seller** its agent to cancel any registration of the **contract** (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under general condition 7.3.

### 9. Landlord's licence

9.1 Where the lot is leasehold land and licence to assign is required this condition applies.

9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.

9.3 The agreed completion date is to be not earlier than the date five business days after the seller has given notice to the buyer that the licence has been obtained.9.4 The seller must:

(a) use all reasonable endeavours to obtain the licence at the seller's expense and (b) enter into any authorised guarantee agreement properly required.

### 9.5 The **buyer** must:

(a) promptly provide references and other relevant information, and (b) comply with the landlord's lawful requirements.

9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this condition) by notice to the other rescind the **contract** at any time before licence is obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition 9.

### 10. Interest and apportionments

10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any **deposit** paid) from the **agreed completion date** up to and including the **actual completion date**.

10.2 The **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds.

The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

10.3 Income and outgoings are to be apportioned at **actual completion date** unless:(a) the **buyer** is liable to pay interest and

(b) the **seller** has given notice to the **buyer** at any time up to completion requiring apportionment on the date from which interest becomes payable.

10.4 Apportionments are to be calculated on the basis that:

(a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to a period of less than a year accrues at an equal daily rate during the period to which it relates

(c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to the best estimate then available and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known

(d) rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

### 11. Arrears

11.1 The **seller** retains the right to receive and recover **old arrears**.

11.2 While any arrears due to the seller remain unpaid the buyer must:

(a) try to collect them in the ordinary course of management but need not take legal proceedings, distrain or forfeit the **tenancy** 

(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment)

(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require

(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order (e) not release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** underwhich **arrears** are due; and

(f) if the **buyer** disposes of the lot prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to this condition 11.

11.3 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

### 12. Management

12.1 This condition applies where the lot is sold subject to tenancies.

12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

12.3 Unless set out in the **special conditions** the **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion**, such as an application for licence or a rent review under a **tenancy**, a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**, or a new tenancy or agreement to grant a new tenancy and:

(a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph

(c) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability

(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends, and

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.
 **13. Rent deposits**

13.1 This condition applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this condition 'rent deposit deed' means the deed or other document under which the rent deposit is held.

13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:

(a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach

(b) give notice of assignment to the tenant and

(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

### 14. VAT

14.1 Where the **conditions** require money to be paid the payer must also pay any **VAT** that is chargeable on that money, but only if given a valid **VAT** invoice.

14.2 Where the special conditions state that no VAT election has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

### 15. Transfer as a going concern

15.1 Where the **special conditions** so state the **seller** and the **buyer** intend the sale to be treated as a transfer of a going concern and this condition applies.

15.2 The seller confirms that the seller or a company in the same VAT group:

## (a) is registered for VAT and

(b) has, where necessary, made in relation to the lot a VAT election that remains valid. 15.3 The buyer:

(a) is registered for VAT, either in the **buyer's** name or as a member of a VAT group (b) has made, or will make before completion, a VAT election in relation to the lot (c) is to give to the seller as early as possible before the agreed completion date evidence of the VAT registration and that a VAT election has been made and notified in writing to HM Revenue and Customs

(d) must not revoke the VAT election. and if it does not produce the relevant evidence at least two business days before the agreed completion date, general condition 14.1 applies at **completion**.

15.4 The buyer confirms that after completion the buyer intends to:

(a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies, and

(b) collect the rents payable under the tenancies and charge VAT on them 15.5 Unless the seller obtains agreement to the contrary from HM Revenue and Customs

(a) the seller must on or as soon as reasonably practicable after completion transfer to the buyer all VAT records for the lot and

(b) the **buyer** must keep those records available for inspection by the **seller** at all reasonable times.

15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:

(a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot and

(b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due and

(c) if VAT is payable because the buyer has not complied with this condition 15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

### 16. Capital allowances

16.1 This condition applies where the special conditions state that there are capital allowances available in respect of the lot.

16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.

16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.

### 16.4 The **seller** and **buyer** agree:

(a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition, and

(b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

### 17 Maintenance agreements

17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.

17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

### 18. Landlord and Tenant Act 1987

18.1 This condition applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

18.2 Unless the special conditions state otherwise the seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

### 19. Sale by practitioner

19.1 This condition applies where the sale is by a **practitioner** as agent of the **seller**. 19.2 The practitioner has been duly appointed and is empowered to sell the lot.

19.3 The **practitioner** and the **practitioner's** partners and staff have no personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding the personal liability of the practitioner and of the practitioner's partners and staff. 19.4 The lot is sold:

### (a) in its condition at **completion**

(b) whether or not vacant possession is provided

(c) for such title as the **seller** may have and

(d) with no title guarantee. and the **buyer** has no right to rescind the

contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

### 19.5 Where relevant:

(a) the **documents** must include certified copies of the charge under which the **practitioner** is appointed, the document of appointment by the lender and the **practitioner's** acceptance of appointment, and

(b) the seller may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

19.6 The **buyer** understands this condition 19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

### 20. TUPE

20.1 Unless the **special conditions** state that **TUPE** applies then the **seller** warrants that there are no employees whose contracts of employment will transfer to the **buyer** on **completion**.

20.2 If the **special conditions** state that **TUPE** applies then:

(a) the **seller** has informed the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** 

(b) not less than five **business days** before the **agreed completion date** the **buyer** must confirm to the **seller** that the **buyer** has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment (c) the **buyer** is to keep the **seller** indemnified against all liability for those employees after **completion**.

### 21. Environmental

21.1 This condition only applies where the **special conditions** so provide.

21.2 The **seller** has made available such reports as the **seller** has as to the

environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

### 22. Service charge

22.1 This condition applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

22.2 No apportionment is to be made at **completion** in respect of service charges. 22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

(a) service charge expenditure attributable to each tenancy

(b) payments on account of service charge received from each tenant

(c) any amounts due from a tenant that have not been received

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

22.4 In respect of each **tenancy**, if the service charge account shows that: (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next

service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds and in respect of payments on account that are still due from a tenant **condition** 11 (**arrears**) applies.

22.5 In respect of service charge expenditure that is not attributable to any tenancy the **seller** must pay any incurred in respect of the period

before **actual completion date** and the **buyer** must pay any incurred in respect of the period after **actual completion date**. Any necessary

monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure:

(a) the  ${\bf seller}$  must assign it (including any interest earned on it) to the  ${\bf buyer}$  on  ${\bf completion}$  and

(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

### 23. Rent reviews

23.1 This condition applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.

### 23.4 The **seller** must:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers, and
 (b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to

the **seller's** period of ownership within five **business days** of receipt of cleared funds. 23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

### 24. Tenancy renewals

24.1 This condition applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act. 24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

### 24.4 Following **completion** the **buyer** must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings

(b) use all reasonable endeavours to concludeany proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon

as reasonably practicable at the best rent or rents reasonably obtainable

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

### 25. Warranties

25.1 Available warranties are listed in the **special conditions**.

25.2 Where a warranty is assignable the **seller** must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty

(b) apply for, and the **seller** and the **buyer** must use all reasonable endeavours to obtain, any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

25.3 If a warranty is not assignable the **seller** must on **completion**:

(a) hold the warranty on trust for the **buyer** 

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

### 26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

### 27. Notices and other communications

27.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is given when delivered or received. If delivered or received after 1700 hours on a **business day** it is to be treated as received on the next **business day**.
27.3 If a communication is to be relied on that is not delivered by hand or otherwise proved to have been received it must be sent by first-class registered or recorded delivery post to the address of the person to whom it is to be given as specified in the **sale memorandum**. Such a communication will be treated as received on the second **business day** after it has been posted.

### 28. Contracts (Rights of Third Parties)

### Act 1999

The **contract** is enforceable only by the **seller** and the **buyer** and (if applicable) their successors in title and, to the extent permitted by the **conditions**, by the **auctioneers**.



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