

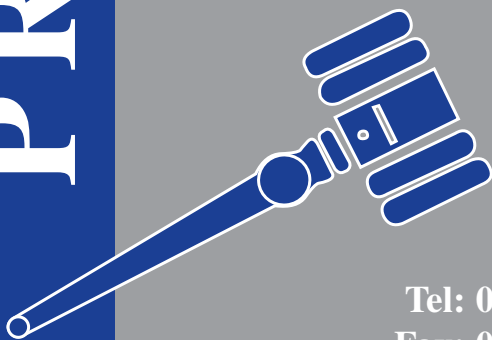
PROPERTY AUCTION

Cottons

Chartered Surveyors

**THURSDAY
6TH DECEMBER 2007
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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 of 83 LOTS

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

- 36 Freehold Vacant Residential Properties
- 11 Leasehold Vacant Residential Properties
- 15 Residential Investment Properties
- 7 Commercial Investment Properties
- 1 Parcels of Freehold Land
- 7 Residential Development Sites, Building Plots and Redevelopment Opportunities
- 4 Vacant Commercial Properties
- 2 Garage Investments

ORDER OF SALE

Lot	Property	
1.	39 HOLLY ROAD, OLDBURY, WEST MIDLANDS	Freehold Vacant Possession
2.	221 SPEEDWELL ROAD, YARDLEY, BIRMINGHAM	Freehold Vacant Possession
3.	111 HIGH ROAD, WILLENHALL, WEST MIDLANDS	Freehold Vacant Possession
4.	74 GREAT BRIDGE, TIPTON, WEST MIDLANDS	Freehold Investment
5.	22 BRIGHT STREET, WEDNESBURY, WEST MIDLANDS	Freehold Vacant Possession
6.	43 WOLVERHAMPTON STREET, WEDNESBURY, WEST MIDLANDS	Freehold Vacant Possession
7.	65 HIGHFIELD ROAD, DUDLEY, WEST MIDLANDS	Freehold Vacant Possession
8.	58 SOUTHFIELD ROAD, EDGBASTON, BIRMINGHAM	Freehold Investment
9.	9 GERALDINE ROAD, YARDLEY, BIRMINGHAM	Leasehold Vacant Possession
10.	101 HATHERSAGE ROAD, GREAT BARR, BIRMINGHAM	Leasehold Vacant Possession
11.	12 HARTLAND AVENUE, BILSTON, WEST MIDLANDS	Freehold Investment
12.	103 THREE SHIRES OAK ROAD, BEARWOOD, WEST MIDLANDS	Freehold Investment
13.	46 FOURTH AVENUE, WOLVERHAMPTON	Freehold Vacant Possession
14.	60 CARLYLE ROAD, EDGBASTON, BIRMINGHAM	Freehold Vacant Possession
15.	49 FLORA ROAD, YARDLEY BIRMINGHAM	Freehold Vacant Possession
16.	44 SYCAMORE ROAD, HANDSWORTH, BIRMINGHAM	Freehold Vacant Possession
17.	68 VICARAGE ROAD, WOLVERHAMPTON	Freehold Vacant Possession
18.	430 BELCHERS LANE, SMALL HEATH, BIRMINGHAM	Freehold Investment
19.	37 MOXLEY ROAD, WEDNESBURY, WEST MIDLANDS	Freehold Vacant Possession
20.	67 - 73 LODGE LANE, BRIDGNORTH, SHROPSHIRE	Freehold Investment
21.	71 LICHFIELD ROAD, SHELFIELD, WALSALL	Freehold Residential Dev. Opportunity
22.	3 FENTHAM ROAD, ERDINGTON, BIRMINGHAM	Freehold Investment
23.	70 & 111 HOLLYHEDGE LANE, BIRCHILLS, WALSALL	Freehold Re-Development Opportunity
24.	60 CASTLE ROAD, TIPTON, WEST MIDLANDS	Freehold Vacant Possession
25.	15 WHEATLEY ROAD, OLDBURY, WEST MIDLANDS	Freehold Vacant Possession
26.	1 PURLEY GROVE, ERDINGTON, BIRMINGHAM	Leasehold Vacant Possession
27.	46 MOOR END LANE, ERDINGTON, BIRMINGHAM	Freehold Vacant Possession
28.	113/117 BARR STREET, BIRMINGHAM	Freehold Part Vacant/Part Investment
29.	91 ADDENBROOKE STREET, WEDNESBURY, WEST MIDLANDS	Freehold Vacant Possession
30.	89 FRANCIS ROAD, HAY MILLS, BIRMINGHAM	Freehold Investment
31.	109 WYCHWOOD CRESCENT, SHELDON, BIRMINGHAM	Freehold Investment
32.	SITE AT 3-23 LOWER VAUXHALL, WOLVERHAMPTON	Freehold Development Opportunity
33.	45/45A AVERY ROAD, SUTTON COLDFIELD	Leasehold Investment
34.	34 MARKET STREET, TAMWORTH, STAFFORDSHIRE	Freehold Investment
35.	34C/D MARKET STREET, TAMWORTH, STAFFORDSHIRE	Freehold Investment
36.	13 CAUSEWAY GREEN ROAD, OLDBURY, WEST MIDLANDS	Freehold Vacant Poss/Redev. Opp
37.	53 CADLE ROAD, WOLVERHAMPTON	Freehold Vacant Possession
38.	1 WINSTANLEY ROAD, STECHFORD, BIRMINGHAM	Leasehold Vacant Possession
39.	57 PARKES STREET, SMETHWICK, WEST MIDLANDS	Freehold Vacant Possession
40.	36 ARBORETUM ROAD, WALSALL	Freehold Investment
41.	3 LAWLEY STREET, WEST BROMWICH, WEST MIDLANDS	Freehold Vacant Possession
42.	3 WILLINGSWORTH ROAD, WEDNESBURY	Freehold Vacant Possession



43.	FLAT 8 HERMES CLOSE, 6 HANDSWORTH WOOD ROAD, BIRMINGHAM	Leasehold Vac. Poss.
44.	BUILDING PLOT ADJ TO 4 JEFFREY CLOSE, BEDWORTH, WARWICKSHIRE	Freehold Building Plot
45.	BUILDING PLOT ADJ TO 20 CARDIGAN RD, BEDWORTH	Freehold Residential Building Plot
46.	6 MOUNTFIELD CLOSE, KINGS HEATH, BIRMINGHAM	Freehold Investment
47.	4A BARBER STREET, BROSELEY, SHROPSHIRE	Freehold Vacant Possession
48.	9 SHROPSHIRE STREET, MARKET DRAYTON, SHROPSHIRE	Freehold Vacant Poss/Redev. Opp.
49.	15 CROOKHAM CLOSE, HARBORNE, BIRMINGHAM	Freehold Vacant Possession
50.	16 NEW SPRING GARDENS, SPRINGHILL, BIRMINGHAM	Freehold Vacant Possession
51.	67 WALLACE ROAD, BILSTON, WEST MIDLANDS	Freehold Vacant Possession
52.	GARAGE @ REAR OF CRYSTAL COURT, RANGEWAYS RD, KINGSWINFORD	Leasehold Lock-Up Garage
53.	GARAGES REAR OF 48 MULLINER STREET, COVENTRY	Freehold Lock-Up Garage Investment
54.	19 BRIARLEY, BEACON VIEW ROAD, WEST BROMWICH, WEST MIDLANDS	Leasehold Vac. Poss.
55.	53 BRIARLEY, BEACON VIEW ROAD, WEST BROMWICH, WEST MIDLANDS	Leasehold Vac. Poss.
56.	39 REDNALL DRIVE, SUTTON COLDFIELD, WEST MIDLANDS	Leasehold Vacant Possession
57.	YEW TREE BUNGALOW, WHARF ROAD, GNOSALL, STAFFORD	Freehold Vacant Possession
58.	6 THE STRAND, BROMSGROVE, WORCESTERSHIRE	Freehold Investment With Re-Dev Potential
59.	22 HUGHES ROAD, WEDNESBURY, WEST MIDLANDS	Freehold Vacant Possession
60.	9 DAVY ROAD, WALSALL	Freehold Vacant Possession
61.	1582 PERSHORE ROAD, STIRCHLEY, BIRMINGHAM	Freehold Investment
62.	1529/1531 PERSHORE ROAD, STIRCHLEY, BIRMINGHAM	Freehold Vacant Possession
63.	46 PLANTAGENET STREET, NOTTINGHAM	Freehold Vacant Possession
64.	76 LONSDALE ROAD, BRANSTON, BURTON-ON-TRENT, STAFFS	Freehold Vacant Possession
65.	18 RIDGE LANE, NUNEATON, WARWICKSHIRE	Freehold Vacant Possession
66.	36 SWINFORD ROAD, WOLVERHAMPTON	Freehold Investment
67.	34 RAILWAY STREET, GREAT BRIDGE, TIPTON	Freehold Vacant Possession
68.	337 ROTTON PARK ROAD, EDGBASTON, BIRMINGHAM	Freehold Investment
69.	907 TRIDENT HOUSE, GRANVILLE SQUARE, BIRMINGHAM	Leasehold Investment
70.	1302 TRIDENT HOUSE, GRANVILLE SQUARE, BIRMINGHAM	Leasehold Investment
71.	3 WESTMINSTER ROAD, HANDSWORTH, BIRMINGHAM	Freehold Vacant Possession
72.	7 FREEMAN ROAD, WEDNESBURY, WEST MIDLANDS	Freehold Vacant Possession
73.	57 HOSPITAL LANE, BILSTON, WEST MIDLANDS	Freehold Investment
74.	FLAT 2, BLOCK 39, HURST LANE, BIRMINGHAM	Leasehold Vacant Possession
75.	FLAT 14, PETERSFIELD COURT, STRATFORD ROAD, HALL GREEN	Leasehold Investment
76.	19 HORNSEY CLOSE, COVENTRY	Freehold Vacant Possession
77.	291 CEDAR ROAD, NUNEATON, WARWICKSHIRE	Freehold Vacant Possession
78.	LAND AT SLADE LANE, YARDLEY WOOD, BIRMINGHAM	Freehold Land
79.	24 LYNFIELD CLOSE, KINGS NORTON, BIRMINGHAM	Freehold Investment
80.	1A, OLIVE MOUNT, OLDBURY, WEST MIDLANDS	Leasehold Vacant Possession
81.	'TOWN HALL GARAGE', 67 HIGH ST, BROSELEY, SHROPSHIRE	Freehold Vacant Poss/Redev Opp.
82.	155 ELMAY ROAD, SHELDON, BIRMINGHAM	Freehold Vacant Possession
83.	89 PERROTT STREET, WINSON GREEN, BIRMINGHAM	Freehold Vacant Possession

Auctioneers Andrew J. Barden MRICS,
John Day FRICS, Kenneth F. Davis FRICS

Valuers Ian M. Axon MNAEA, Steve Smith B.Sc. Hons,
Jason Deslandes

Auction Manager Alison J. Bosworth

Auction Team Peter C. Longden FRICS, Mark M. Ward TechRICS
Kevin Hogan, Nada Turton, Jane Moran, Alison Parkes, Tricia Doyle
Hughie McCourt

ID

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 any questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the Auction Team prior to the sale day.



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.



LOT 1

Freehold Vacant Possession

39 Holly Road, Oldbury, West Midlands B68 0AU

Property Description:

A traditional semi detached house of rendered brick construction surmounted by a hipped interlocking tile clad roof, requiring complete modernisation and repair throughout. The property is situated in a popular and established residential area and Holly Road runs between Stanley Road and Perry Hill Road which both lead off Hagley Road West (A456) which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Front Reception Room, Full Width Dining Kitchen with pantry

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with bath, wash basin and wc



Outside:

Front: Foregarden

Rear: Overgrown garden with pedestrian side access

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 2

Freehold Vacant Possession

221 Speedwell Road, Yardley, Birmingham B25 8EU

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, gas fired central heating, however is in need of some modernisation and improvement. Speedwell Road is a continuation of Amington Road which is found off Stockfield Road (A4040). The property is within a quarter of a mile from Swan Island which gives direct access to the Coventry Road (A45) which provides easy access to Birmingham City Centre and Birmingham International Airport.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having WC, pedestal wash basin, panelled bath with electric shower over

First Floor:

Stairs and Landing, bedroom one, bedroom two intercommunicating with bedroom three.



Outside:

(Rear) - Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 3

Freehold Vacant Possession

**111 High Road,
Willenhall,
West Midlands
WV12 4JN**

Property Description:

A mid terraced property of rendered brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having gas fired central heating, UPVC double glazed windows and is offered for sale generally in presentable condition. High Road (A462) is located between Sandbeds Road and Straight Road, and is within approximately a quarter of a mile distance from Roughwood Country Park.

Accommodation:

Ground Floor:

Front Reception, Rear Reception, Kitchen

First Floor:

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



Outside:

(Rear) - Patio area leading to lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 4

Freehold Investment



74 Great Bridge, Tipton, West Midlands DY4

Property Description:

An end terraced property of traditional construction, surmounted by a pitched roof, being offered For Sale in need of some improvement, whilst being occupied as a Cycle Shop at a rental of £3,120 per annum. The original lease has now expired and the tenant is holding over. The property itself is located in a busy 'High Street' location, close to the junction with Fisher Street. The busy Horseley Heath (A461) is located within approximately 300 yards.

Accommodation:

Ground Floor:

Retail Area extending to approximately 44.5sq.m. (479sq.ft.), with access to cellar

Cellar:

Storage Rooms with WC

First Floor:

Storage Room extending to approximately 12.2sq.m. (131sq.ft.)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



LOT 5**Freehold Vacant Possession**

**22 Bright Street,
Wednesbury,
West Midlands
WS10 9HX**

Property Description:

A mid terraced property of part rendered brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from well laid out accommodation, part UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Bright Street is located off Darlaston Road (A462) and is within a quarter of a mile distance of the main shopping area located in Darlaston.

Accommodation:**Ground Floor:**

Lounge, Dining Room, Inner Lobby, Kitchen

First Floor:

Stairs and Landing, 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

LOT 6**Freehold Vacant Possession**

**43 Wolverhampton
Street, Darlaston,
West Midlands
WS10 8UG**

Property Description:

An end terraced property of brick construction surmounted by a hipped tile clad roof set back from the road behind a small walled foregarden. The property benefits from well laid out accommodation, UPVC double glazed windows and is offered for sale generally in presentable condition. The property is located on Wolverhampton Street close to the junction with Hall Street, and the road itself is located off Moxley Road (A4038) which in turn can be found off the Black Country New Road (A41) which provides direct access to Wolverhampton City Centre. The property is also approximately within half a mile from the main shopping area located in Darlaston.

Accommodation:**Ground Floor:**

Lounge, Kitchen, WC

**First Floor:**

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

Outside:

Front: Small walled foregarden
Rear: Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





65 Highfield Road, Dudley, West Midlands DY2 7QE

Property Description:

A four bedroom detached property of part rendered brick construction surmounted by a tile clad roof set back from the road behind lawned gardens to both front and rear, and driveway giving access to garage. The property benefits from having a ground floor retail unit which has previously been run as a hairdressers as well as well laid out spacious accommodation to the rest of the property. The property further benefits from occupying part of a sizeable plot of land which extends to approximately 700 square metres (7,535 sq ft). The property may be suitable for a variety of uses, however all interested parties should satisfy themselves in full with Dudley Metropolitan Council of any proposed plans or developments they may have. Highfield Road is located in an established residential area and is found off Green Road and Birmingham Road (A461). The property is approximately within half a miles distance from the main Town Centre in Dudley which offers a wide variety of shops and amenities.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Shop area, outer lobby with WC

First Floor:

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

Outside:

(Front) – Lawned garden and tarmacadam driveway leading to garage
(Rear) – Large lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 8

58 Southfield Road, Edgbaston, Birmingham B16 0JL

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition. Southfield Road is located between Shenstone Road and Rotton Park Road (B4129), and is approximately within half a mile distance from City Hospital and a further half a mile distance in the opposite direction from the Windmill Shopping Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £400 per month (£4,800 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Living Room, Kitchen

First Floor:

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

Freehold Investment



Outside:

(Front) - Walled foregarden

(Rear) - Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 9

9 Geraldine Road, Yardley, Birmingham B25 8BD

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof and requiring modernisation and improvement throughout. The property is situated in an established residential area and Geraldine Road comprises of a cul-de-sac which leads off Deakins Road and which provides direct access to Coventry Road (A45).

Accommodation:

Ground Floor:

Reception Hall, Through Lounge and Dining Room, Breakfast Kitchen

First Floor:

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

Outside:

Front: Walled foregarden with shared pedestrian entry access leading to rear
Rear: Yard and overgrown garden

Leasehold Information:

Term: 99 years from 1st May 2002
Ground Rent: £125 per annum (rising during the term)



Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





101 Hathersage Road, Great Barr, Birmingham B42 2RY

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating and three bedrooms but requiring some modernisation and cosmetic improvement. The property further benefits from a side garden which may provide scope for the extension of the existing dwelling or the provision of a garage and all interested parties should discuss any proposals which they may have with the local planning department prior to bidding. Hathersage Road forms part of an established residential area located off Thornbridge Avenue and is situated approximately one and a half miles distance to the North of The One Stop Shopping Centre and The University of Central England, both being located at Perry Barr.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Full Width Dining Kitchen

First Floor:

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

Outside:

Front: Lawned foregarden set behind mature privet hedge, side driveway providing scope for extension of the existing house or provision of a garage (subject to obtaining planning consent)

Rear: Large lawned garden with brick store

Leasehold Information:

Term: 999 years from 25 December 1963

Ground Rent: £9 per annum

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





12 Hartland Avenue, Bilston, West Midlands WV14 9AN

Property Description:

A semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, benefiting from part UPVC double glazed windows, gas fired central heating, modern kitchen fitments, three bedrooms and off road parking. Hartland Avenue is situated off Upper Ettingshall Road which in turn leads off Hurst Road (A463) and provides access to Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Accommodation:

Ground Floor:

UPVC double glazed Porch, Entrance Hall, Lounge, Breakfast Kitchen, Rear Entrance Hall, Separate wc

First Floor:

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

Outside:

(Front) Paved forecourt providing off road parking

(Rear) Paved yard and patio area and enclosed lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 12

103 Three Shires Oak Road, Bearwood, Smethwick, West Midlands B67 5BT

Property Description:

A mid terraced retail unit of traditional construction which is located close to the main shopping district at Bearwood Road. The property itself comprises a ground floor retail unit currently let on a lease for 3 years at a rental of £7,800 per annum, which commenced 8 February 2006. In addition there is a self contained flat to the first floor which is currently let on an Assured Shorthold Tenancy at a rental of £315 per calendar month (£3,780 per annum). The total rental income is £11,580 per annum. The property itself is located on Three Shires Oak Road close to the junction of Bearwood Road (A4040).

Accommodation:

Ground Floor Retail:

Retail area extending to approximately 32.4 sq metres (349 sq ft), Rear Store extending to approximately 5.7 sq metres (62 sq ft), Kitchen and separate WC



First Floor Flat:

The auctioneers have been unable to inspect the flat, but we are informed by the vendor that the accommodation comprises of Reception Room, Bedroom, Kitchen and Bathroom.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



46 Fourth Avenue, Wolverhampton, West Midlands WV10 9LZ

Property Description:

A substantial semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from having spacious well laid out accommodation to include four bedrooms set out over three storeys, part UPVC double glazed windows and gas fired central heating. The property is furthermore offered for sale in presentable condition. Fourth Avenue is located in an established residential area and is found off Showell Road. The property is approximately within two miles distance from Wolverhampton City Centre which provides a wide range of shops, amenities and bars as well as housing the University of Wolverhampton.

Accommodation:

Ground Floor:

Large Entrance Porch, Entrance Hallway, Lounge, Living Room, Kitchen/Diner, Dining Room and Bathroom having panelled bath, pedestal wash basin and WC

First Floor:

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

Second Floor:

Bedroom number four

Outside:

(Front) - Walled foregarden and driveway allowing for off road parking
(Rear) - Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



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LOT 14

Freehold Vacant Possession

**60 Carlyle Road,
Edgbaston, Birmingham
B16 9BJ**

Property Description:

A 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 well laid out accommodation that contains four bedrooms over the first and second floors. The property further benefits from having UPVC double glazed windows, gas fired central heating, modern kitchen fitments and is offered for sale in presentable condition. Carlyle Road is situated in an established residential area and is located off Waterworks Road and Stirling Road which in turn runs onto the Hagley Road (A456) which provides direct access by public or private transport to Birmingham City Centre being within approximately a mile and a quarters distance, therefore providing excellent investment potential appealing to a range of tenants seeking accommodation in close proximity to the City Centre.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Front Reception Room, Rear Reception Room, Shower Room having shower cubicle low level WC and pedestal wash hand basin, Kitchen/Diner, Dining Room



First Floor:

Three Bedrooms and Shower Room having shower cubicle, pedestal wash hand basin and WC

Second Floor:

Bedroom 4

Outside:

Front: Walled foregarden
Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 15

Freehold Vacant Possession

**49 Flora Road, Yardley,
Birmingham B25 8BH**

Property Description:

A traditional end terraced house of part rendered brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation benefiting from part UPVC double glazed windows but requiring modernisation and improvement throughout. The property is set back behind a paved foregarden and Flora Road comprises of a cul-de-sac containing a range of traditional housing and leads off Deakins Road which provides access to Coventry Road (A45).

Accommodation:

Ground Floor:

Reception Hall, Through Lounge and Dining Room, Inner Hall, Kitchen

First Floor:

Stairs and Landing, Three Bedrooms, Shower Room with glazed shower, vanity wash basin and wc



Outside:

Front: Paved foregarden
Rear: Paved yard, brick store and enclosed garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



44 Sycamore Road, Handsworth, Birmingham, B21 0QL

Property Description:

A traditional style three storey mid terraced house of brick construction offering extensive accommodation including five bedrooms and benefiting from gas fired central heating, part UPVC double glazed windows and mains fitted fire detection system and fire doors. Sycamore Road itself is located directly off Booth Street (B4136) which in turn leads off Soho Road (A41) and provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall with cellar access, Front Reception Room, Rear Reception Room, Shower Room, Dining Room, Kitchen.

First Floor:

Stairs and Landing, Four Bedrooms, Bathroom with bath having shower over, wash basin and WC.



Second Floor:

Stairs and Landing, Attic Bedroom 5.

Outside:

Front: Walled forecourt, pedestrian entry access to rear

Rear: Brick yard, rear garden and a dilapidated garage.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

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

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- 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.

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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



**68 Vicarage Road,
Wolverhampton,
West Midlands
WV2 1DH**

Property Description:

A mid terraced property of brick construction with a tile clad roof and set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, Part UPVC double glazing and is offered for sale generally in presentable condition. Vicarage Road runs adjacent to Birmingham Road (A4123) and is located off Derry Street, Cartwright Street and All Saints Road. The property is within approximately a quarter of a mile distance to Wolverhampton City Centre which houses a wide range of shops and amenities as well as the University of Wolverhampton, therefore the property could provide an ideal investment opportunity.

Accommodation:
Ground Floor:

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


First Floor:

Three Bedrooms

Outside:

(Front) - Walled foregarden

(Rear) - Garden with garage allowing for off road parking via a service road

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5337



LOT 18

430 Belchers Lane, Bordesley Green, Birmingham B9 5SU

Property Description:

A traditional built end terraced house of brick construction surmounted by a pitched slate clad roof, set well back from the road behind a paved driveway and providing well laid out accommodation which benefits from three bedrooms and gas fired central heating. The property is situated to the southern part of Belchers Lane which leads between Yardley Green Road and Bordesley Green (B4128) and Birmingham Heartlands Hospital is within approximately one third of a mile distance. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £500 per calendar month (£6,000 per annum)

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/Dining Room, Rear Sitting Room, Kitchen

First Floor:

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

Freehold Investment



Outside:

(Front): Lawned foregarden and a paved driveway, shared pedestrian side access leading to rear

(Rear): Paved yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 19

37 Moxley Road, Darlaston, Wednesbury, West Midlands WS10 7RE

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from a single storey extension to the rear and requiring complete modernisation and improvement throughout. The property is set back from the road behind a small foregarden and is situated within approximately half a mile distance from Darlaston Town Centre, three miles distance from Walsall Town Centre and two miles distance from the M6 Motorway (junction 10)

Accommodation:

Ground Floor:

Front Reception Room, Inner Hall with access to Cellar, Rear Reception Room, Extended Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Freehold Vacant Possession



Outside:

(Front) Small foregarden bordered by a mature privet hedge

(Rear) Yard and a lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





67-73 Lodge Lane, Bridgnorth, Shropshire WV15 5DF

Property Description:

A substantial L-Shaped block of traditional construction surmounted by a tile clad roof. The property currently comprises a presentable Ground Floor Supermarket let on a lease to Stars Newsagents, which has recently been taken over by The Co-op, at a rental of £20,000 per annum. In addition the First Floor comprises of four self contained flats (three of these benefit from a shared entrance). The flats are presently let and in total produce a current rental income of £20,760 per annum.

The Ground Floor Retail Area benefits from modern shop front, tiled floor, fluorescent strip lighting and air conditioning. In addition the Ground Floor benefits from an Off Licence section. The flats on the First Floor benefit from double glazing and electric storage heating and are generally in presentable condition.

The property itself is located on Lodge Lane close to the junction with Queens Road. Bridgnorth itself is a town located in South Shropshire with a population last recorded at just under 12,000.

Lease Information:

Ground Floor:

The Ground Floor is currently let on a 25 year lease from 19th November 1996 at a current rental of £20,000 per annum. There is a three year rent review pattern in the lease.

First Floor Flats:

The flats are currently let at the following rentals:

£470 per calendar month (£5,640pa)

£460 per calendar month (£5,520pa)

£400 per calendar month (£4,800pa)

£400 per calendar month (£4,800pa)

Each of the flats is currently let on a six month Assured Shorthold Tenancy.

The total rental income at present is £40,760 per annum.

Accommodation:

Ground Floor Retail Unit:

Main Retail Area extending to approximately 151.3sq.m (1629sq.ft), Three Store Rooms Including Office with a Gross Internal floor area extending to 86.7sq.m (934sq.ft), Disabled WC, Separate WC, and Kitchen.

**Total Floor Area – 238sq.m.
(2,561sq.ft.)**

First Floor Flats:

71a Lodge Lane: Communal Entrance, Reception Hall, Kitchen/Living Room, Two Bedrooms, Bathroom with panelled bath and shower over, wash hand basin and WC.



71b Lodge Lane: Communal Entrance, Reception Hall, Kitchen/Living Room, Two Bedrooms, Bathroom with panelled bath and shower over, wash hand basin and WC.

73a Lodge Lane: Communal Entrance, Reception Hall, Living Room, Kitchen, Two Bedrooms, Bathroom with panelled bath and shower over, wash hand basin and WC.

73b Lodge Lane: Separate Entrance, Reception Hall, Living Room, Kitchen, Two Bedrooms, Bathroom with panelled bath and shower over, wash hand basin and WC.

Outside (front) – Tarmacadam forecourt with Car Park

Outside (rear) – Tarmacadam yard with entrance to flats

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Viewings
Via Cottons – 0121 247 2233



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71 Lichfield Road, Shelfield, Walsall WS4 1PU

Description:

A parcel of residential development land occupying a corner position and prominently located at the junction of Lichfield Road and Spring Road. The site extends to an area of approximately 0.16 acres (0.07 hectares) and benefits from full planning consent for the construction of nine apartments. The site forms part of the established Shelfield residential area located approximately two and a half miles distance to the north of Walsall Town Centre. Lichfield road (A461) provides a direct link between Walsall and Lichfield.

Planning:

The site benefits from full planning consent granted by the Walsall Metropolitan Borough Council on 21 September 2004 for the erection of 9 apartments comprising of 7 No. 2 bedroom and 2 No. 1 bedroom units. In addition, we are advised that the vendors are in possession of a full site investigation report, demolition certificate and noise survey which have been undertaken at the site.

According to the plans that have been prepared, the proposed floor areas of each apartment are as follows:

3 No. 2 bedroom apartments:
67.5sq.ms (727sq.ft) each

2 No. 2 bedroom apartments:
59.2sq.m (638sq.ft) each

1 No. 2 bedroom apartments:
56.8sq.m (612sq.ft)

1 No. 2 bedroom apartments:
71.4sq.m (769sq.ft)

1 No. 1 bedroom apartment:
53.2sq.me (573sq.ft)

1 No. 1 bedroom apartment:
51.sqm (549sq.ft)

A copy of the planning consent, architects drawings and associated paperwork are available for inspection at the auctioneers offices.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





3 Fentham Road, Erdington, Birmingham, B23 6AA

Property Description:

A substantial three storey traditional built property of brick construction surmounted by a pitched tile clad roof set back from the road behind a small foregarden. The property has been within the ownership of the existing vendors family for many years and was converted some time ago into four self contained flats. The property is situated close to the junction with Gravelly Hill North and conveniently within a quarter of a mile distance from Erdington High Street providing a wide range of retail amenities and services, a quarter of a mile distance from Gravelly Hill Railway Station and one mile distance from the M6 Motorway (Junction 6)

Current Rental Income:

Each flat is currently let on an Assured Shorthold Tenancy at the following rentals:

Flat 1: £390 per calendar month

Flat 2: £345 per calendar month

Flat 3: £345 per calendar month

Flat 4: £390 per calendar month

Total Rental Income:

£1,470 per calendar month (£17,640 per annum) A schedule of tenancies is available for inspection at the auctioneers offices.

Accommodation:

Whilst the property has only been partially inspected by the Auctioneers we understand that it benefits from the following accommodation:

Ground Floor:

Shared Reception Hall

Flat 1

Three Rooms, Kitchen, Shower Room, Cellar

First Floor

Stairs and Landing

Flat 2

Two Rooms, Kitchen, Shower Room

Flat 3

Two Rooms, Kitchen, Shower Room

Second Floor

Flat 4

Two Rooms, Kitchen, Shower Room

Outside:

Front: Small foregarden

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





70 and 111 Hollyhedge Lane, Birchills, Walsall WS2 8PZ

Property Description:

Two separate titles located on opposite sides of Hollyhedge Lane, one of which presently contains a warehouse/workshop (blue outline) whilst the other contains associated car parking and a single storey warehouse (red outline). The site benefits from Planning Consent granted on appeal (Reference - APP/V4630/A/06/2032157) for the redevelopment of the existing site and the construction of twelve one bedroom apartments with associated car parking located opposite at No. 111 Hollyhedge Lane. The property itself is located on the island at Hollyhedge Lane and Birchills Street, and the total site area (including both sites) extends to approximately 0.09 hectares (0.22 acres).

Please note - On the plan number 70 Hollyhedge Lane is outlined blue whilst number 111 Hollyhedge Lane is outlined red.

Existing Accommodation:

70 Hollyhedge Lane (blue outline)

A two storey brick built building comprising of Warehousing/Workshop accommodation requiring modernisation and improvement. The auctioneer has been unable to safely measure the Gross Internal Area, but the Gross External Area is approximately 376.3sq.m. (4,051sq.ft.) per floor. The Total Site Area is approximately 0.07Ha (0.17 Acres)

Anyone viewing the above property must do so with utmost caution. Neither the auctioneers nor the vendors can accept any liability for any injury caused whilst viewing.

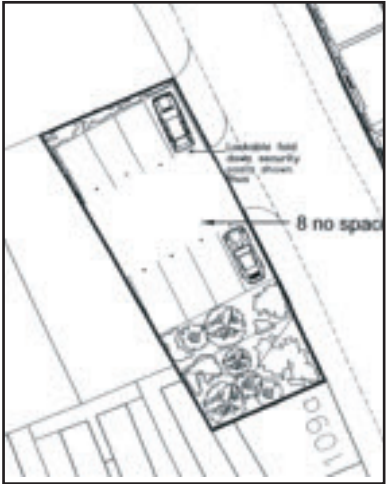
111 Hollyhedge Lane (red outline)

A single storey brick built workshop/warehouse, benefiting from concrete floor, fluorescent strip lighting and timber framed windows with security shutters. The Gross Internal Area is approximately 86.8sq.m. (934sq.ft.), with Car Park located to the side. The Total Site area is approximately 0.02Ha (0.04 Acres)

Planning:

The original planning application (Ref - 05/1413/FL/W3) was for the demolition of the existing buildings and construction of fourteen apartments and was rejected on the 2 August 2005. The application was re-submitted (Ref - 06/0469/FL/W3) for the erection of twelve one bedroom apartments and was rejected on 11 April 2006. Planning was then granted on appeal (Ref - APP/V4630/A/06/2032157) dated 13 March 2007.





The floor area of each apartment are proposed to be as follows –

1. **51.1sq.m. (550sq.ft.)**
2. **46.9sq.m. (505sq.ft.)**
3. **54.3sq.m. (584sq.ft.)**
4. **45sq.m. (484sq.ft.)**
5. **50.4sq.m. (543sq.ft.)**
6. **46.9sq.m. (505sq.ft.)**
7. **54.3sq.m. (584sq.ft.)**
8. **45sq.m. (484sq.ft.)**
9. **50.6sq.m. (545sq.ft.)**
10. **54.3sq.m. (584sq.ft.)**
11. **45sq.m. (484sq.ft.)**
12. **50.6sq.m. (545sq.ft.)**

Please refer to the Legal Pack for full details of the Planning Consent.

Vendors Solicitors
Refer to Auctioneers

Viewings
Via Cottons – 0121 247 2233





60 Castle Road, Tipton, West Midlands DY4 8DZ

Property Description:

An extended and detached bungalow surmounted by an interlocking pitched tile clad roof set back from the road behind a walled 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. Castle Road is located between Shrubbery Avenue and Birmingham New Road (A4123) which gives direct access to both Wolverhampton and Birmingham City Centres. The property is also within approximately one and a half miles of Dudley Centre which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Lounge, Bedroom 1, Dining Room, Bedroom 2 intercommunicating with Bathroom having panelled bath, pedestal wash hand basin, low level WC and shower cubicle, Bedroom 3, Kitchen and Sun Room

Outside:

(Front) – Walled foregarden and drive way

(Rear) – Garage providing two rooms and garden

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LOT 25

Freehold Vacant Possession

**15 Wheatley Road,
Oldbury, West Midlands
B68 9HW**

Property Description:

A three bedroom semi detached property of part rendered brick construction surmounted by a hipped interlocking tile clad roof set back from the road behind a lawned foregarden. The property benefits from having part UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Wheatley Road is located close to Warley Woods Golf Course and is found off Abbey Crescent and Clent Road, the latter giving direct access to Wolverhampton Road (A4123) which gives easy access to Birmingham City Centre.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge,
Kitchen/Diner and WC

First Floor:

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



Outside:

(Front) – Walled Foregarden
(Rear) – Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 26

Leasehold Vacant Possession

**1 Purley Grove,
Erdington, Birmingham
B23 7TX**

Property Description:

A mid terraced house surmounted by a pitched interlocking tile clad roof and benefiting from three bedrooms and off road parking. Purley Grove comprises of a cul-de-sac and the property is located at the junction with Brookvale Park Road which leads directly to Brookvale Road (A4040). The property is situated within half a mile distance from Brookvale Park and within approximately one and a half miles distance from Erdington High Street which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Living Room, Breakfast Kitchen, Bathroom with panelled bath, wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front): Foregarden with paved driveway
(Rear): Patio area and garden with shed



Leasehold Information:

Term: 99 years from 1st May 2002
Ground Rent: £125.00 per annum
(rising during the term)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





46 Moor End Lane, Erdington, Birmingham B24 9DJ

Property Description:

A detached bungalow of rendered brick construction surmounted by a tile clad roof and set back from the road behind a block paved driveway allowing for access to garage and off road parking for numerous vehicles. The property benefits from having well laid out spacious accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Moor End Lane is located between Fern Road and Holly Road and the property is approximately within a quarter of a mile distance from the main High Street in Erdington which provides a wide range of shops and amenities.

Accommodation:
Ground Floor:

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

Outside:

(Front) – Block paved driveway and front garden giving access to garage

(Rear) - Lawned garden and storage shed

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**113/117 Barr Street, Jewellery Quarter,
Birmingham B19 3DE**

Property Description:

A substantial property located in the Jewellery Quarter which is currently divided to provide six separate office suites which have shared kitchen and toilet facilities. Five of the office suites benefit from vacant possession whilst Suite G1 is let on a 12 Month Licence which has now expired, with the tenant holding over. The current rental is £4,160 per annum. The property itself is located on Barr Street which is in the Jewellery Quarter and Barr Street itself provides access between Great King Street and Great Hampton Row. Great Hampton Street (A41) is located close by and the property is located within a quarter of a mile of the inner ring road (A4540).

Accommodation:

Ground Floor:

Office G1: Extending to approximately 33.2 sq metres (357 sq ft)

Office G2: Extending to approximately 33.6 sq metres (362 sq ft)
Male and Female WC's, Cellar access and shared Kitchen facility

First Floor:

Office F1: Extending to approximately 35.8 sq metres (385 sq ft) and is partitioned into two rooms

Office F2: Extending to approximately 23.5 sq metres (252 sq ft)

Office F3: The auctioneers have been unable to inspect but the vendor indicates that it is similar in size to office F2

Second Floor:

Office S1: Which comprises two rooms with a total floor area of approximately 41.4 sq metres (445 sq ft)

Outside:

Front: The property fronts directly onto Barr Street

Rear: Shared brick paved yard

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

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**91 Addenbrooke Street, Wednesbury,
West Midlands WS10 8HJ**

Property Description:

A semi detached property of rendered brick construction set back from the road behind a walled and lawned foregarden, and a driveway to the rear allowing for off road parking, and access to large garage/workshop and garden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Addenbrooke Street is located off St. Lawrence Way (A462) and is within half a miles distance of the main shopping area located in Darlaston.

First Floor:

Three Bedrooms

Outside:

(Front) – Lawned Garden
(Rear) - Gravelled garden area with driveway and large garage/workshop

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Accommodation:
Ground Floor:

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



LOT 30

89 Francis Road, Hay Mills, Birmingham B25 8HP

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled foregarden and situated close to the junction with Speedwell Road conveniently within less than a quarter of a mile distance from Coventry Road (A45) which provides direct access to a wide range of retail amenities and services. The property benefits from Two Double Bedrooms and UPVC double glazed windows and is currently let on an Assured Shorthold Tenancy Agreement at a rental of £105 per week (£5,460 per annum)

Accommodation:

Ground Floor:

Front Reception Room, Dining Kitchen, Rear Entrance Hall/Utility Area, Bathroom with panelled bath, pedestal wash basin and wc

Freehold Investment



First Floor:

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Walled foregarden
(Rear) Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 31

Freehold Investment



109 Wychwood Crescent, Sheldon, Birmingham B26 1LX

Property Description:

A mid terraced house of non traditional "Smith's" type construction surmounted by a pitched tile clad roof and providing well laid out accommodation, offered for sale in a presentable condition and benefiting from gas fired central heating and UPVC double glazed windows. 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. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £495 per calendar month (£5,940 per annum)

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/Dining Room, Kitchen with a range of modern units, covered side passageway and brick built store

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and Separate WC

Outside:

(Front) Lawned foregarden

(Rear) Paved patio, long lawned garden and a brick store

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Development Site at the rear of 3-23 Lower Vauxhall, Wolverhampton, WV1 4SP

Property Description:

A freehold plot of land extending to approximately 0.13 acres, being a former garage yard situated to the rear of number 3-23 Lower Vauxhall and being accessed off The Beeches. The site itself is located adjacent to number 3a Lower Vauxhall and presently consists of a cleared site with some foundations to the front of the site. The plot benefits from full planning consent, granted 15 August 2005 for the development of two detached dwellings on the site. Lower Vauxhall itself is located directly off Tettenhall Road (A41) approximately 200 yards from West Park and approximately half a mile from Wolverhampton City Centre.

Planning:

The property benefits from full planning consent granted by Wolverhampton City Council dated 15 August 2007 (Ref – 05/0835/FP/R) for the erection of 2 No. dwellings.

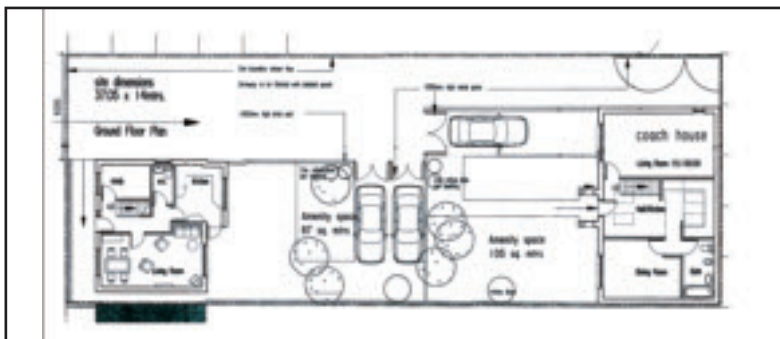
On the approved plans, the development consists of a three bedroom detached property located at the front of the site and a one bedroom coach house to the rear of the site. Please refer to the Legal Pack for full details of the Planning Consent.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





45/45a Avery Road, Sutton Coldfield, West Midlands, B73 6QB

Property Description:

A mid terraced unit of traditional construction which comprises of a ground floor retail unit which is presently let at a rental of £9,500 (per annum), together with a self contained duplex flat located to the first and second floor. The flat itself is currently let on an Assured Shorthold Tenancy Agreement at a rental of £495 per calendar month (£5,940pa). The Ground Floor Retail area is in presentable condition benefiting from metal frame shop front, suspended ceiling and laminate flooring, whilst the flat benefits from majority UPVC double glazing and some electric storage heating. In addition the property benefits from planning consent for the erection of a single storey extension to the rear of the property (see planning section). The property itself is located in a terrace of similar units on Avery Road close to the junction with Grendon Drive. Avery Road itself runs directly off Monmouth Drive.

Accommodation:

Ground Floor Retail Unit:

Well presented retail area extending to approximately 52.5sq.m (566 sq.ft), Store Room extending to approximately 17.9sq.m. (193sq.ft.), Kitchen and WC

Flat

First Floor:

Entrance Porch, Reception Hall, Cloakroom with WC, Kitchen, Living Room, Access to balcony.

Second Floor:

Three Bedrooms and Bathroom with modern suite comprising; panelled bath with shower over, wash hand basin and WC

Lease Information:

Ground Floor:

The Ground Floor is currently let on a 10 year lease which commenced 23rd June 2006 at a rental of £9,500 (per annum).

First Floor:

The flat is currently let on a 6 month Assured Shorthold Tenancy at a rental of £495 per calendar month (£5,940 per annum).

The total rental income is £15,440 per annum.

Planning:

The property benefits from Planning Consent granted 20 March 2006 (ref N/00418/06/FUL) for the erection of a single storey extension to the rear providing further storage accommodation to the retail unit.

Tenure:

Ground Floor:

The Ground Floor Retail Unit is of a Leasehold tenure for a term of 99 years which commenced 23 December 2005.

Duplex Flat:

The Property is of a Leasehold tenure for a term of 99 years which commenced 24 June 1979.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





34 Market Street, Tamworth, Staffordshire, B79 7LR

Property Description:

An imposing Grade II Listed, three storey building of traditional brick construction surmounted by a pitched tile clad roof and comprising of a Café/Takeaway and a Retail Shop both located to the ground floor, along with two substantial self contained flats located over on the first and second floors. The property is generally in a well maintained and presentable condition and occupies a prominent position in Tamworth Town Centre. Market Street is well represented with both multiple and local retailers and other commercial users and the entrance to Ankerside Shopping Centre is within 100 metres. Market Street is pedestrianised and an on street market takes place on certain days of the week. There is therefore a significant level of passing pedestrian trade which is helped by the fact that there are two branches of major High Street Banks diagonally opposite as is a branch of Wilkinson's Hardware Store which is situated at the western end of Market Street. The property is currently full let as follows:

Shop 1: Let as a Café/Takeaway (trading as Better Bites) by way of an Agreement for a term of 10 years from January 2005 (subject to 3 yearly rent reviews) at a rental of £200 per week (£10,400 per annum)

Shop 2: Let on an Internal Repairing and Insuring lease for a term of 10 years from 1st December 2005 (subject to 3 yearly rent reviews) at a rental of £100 per week (£5,200 per annum)

First Floor Flat: Let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Top Floor Flat: Let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Total rental income:
£27,600 per annum

Note: The cellar and rear storage area have previously been used by the vendor and therefore provide potential to let separately for storage

Accommodation:

Ground Floor:

Shared entrance hall,

Shop 1: Café/Takeaway – Open plan Kitchen and dining area 37.22sq.m (400sq.ft) Hallway, toilet with WC and washbasin, Kitchen and preparation room 15.8sq.m (170sq.ft)

Shop 2: Retail area 19.6sq.m (211sq.ft) shared rear hallway with side access and toilet with WC and washbasin.

Rear section and Cellar: With access off a shared hallway. Storage area 7.71sq.m (83sq.ft) Cellar comprising of two rooms 61.71sq.m (664sq.ft) Shared gated entry access to a rear quarry tiled yard with external metal stairs leading to first floor.

First Floor:

Shared entrance hall

First Floor Flat – Reception Hall, Bathroom with panelled bath having shower attachment, pedestal wash basin, WC, Two double Bedrooms, Lounge/Dining Area, Breakfast Kitchen with a range of modern fitted units.

Note: The flat is in a modernised condition with some original character features and benefits from gas fired central heating.

Second Floor:

Stairs and Landing leading to Top Floor Flat - Reception Hall, Bathroom with modern suite comprising panelled bath, pedestal wash basin and WC, Large Dining Kitchen with a range of modern units, Two Double Bedrooms and Lounge.

Note: The flat is in a modernised with some original character features and benefits from gas fired central heating.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





**34C/D Market Street, Tamworth,
Staffordshire B79 7LR**

Property Description:

A traditional built two storey property of brick construction surmounted by a pitched tile clad roof and comprising two self contained flats. The property is situated to the rear of 34 Market Street and accessed by way of a shared gated entry. Both flats are generally in a well maintained and presentable condition, and benefit from modern kitchen and bathroom fitments along with separate gas fired central heating systems. The property occupies a central position in Tamworth Town Centre and benefits from close proximity to a wide range of retail amenities including Ankerside Shopping Centre, bars and restaurants. The property is currently let as follows:

34C Market Street: Let on a Assured Shorthold Tenancy at a rental of £85 per week (£4,420 per annum)

34D Market Street: Let on a Assured Shorthold Tenancy at a rental of £85 per week (£4,420 per annum)

Total Rental Income: £8,840 per annum

Accommodation:

34C Market Street (Ground floor)

Kitchen with range of modern units, Lounge, Bedroom, Bathroom with modern suite comprising panelled bath, pedestal wash basin, shower enclosure and wc

Outside:

Shared yard area

34D Market Street (First Floor)

Entrance Hall, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc, Dining Kitchen with range of modern units, Lounge, Bedroom

Outside:

Shared decked terrace

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



(This Plan refers to both 34 Market Street and 34 C/D Market Street, for the purposes of identification only.)





13 Causeway Green Road, Oldbury, West Midlands B68 8LA

Property Description:

A detached property of traditional construction benefiting from central heating, UPVC double glazing and conservatory. In addition the site benefits from Planning Consent granted 7 November 2007 (Ref - DC/07/48454) for the proposed re-development of the existing building to form four studio apartments. The property itself is located on Causeway Green Road close to the junction with Oak Green Way. Wolverhampton Road (A4123) is located approximately 0.3 miles to the south west.

Existing Accommodation:

Ground Floor:

Entrance Lobby with Mezzanine storage level, through Lounge, Kitchen with Utility Room and Conservatory

First Floor:

Two Bedrooms both of which intercommunicate with the Bathroom, with shower cubicle, wash hand basin and WC

Outside:

(Front) - Off road parking for two cars
(Rear) - Patio with lawned garden

Planning:

The property benefits from Planning Consent granted by Sandwell Metropolitan Council dated 7

November 2007 (Ref - DC/07/48454) for the proposed re-development of the site to form four studio apartments. The accommodation of each apartment will be as follows:-

Apartment 1

Living Room/Kitchen, Bedroom and Bathroom – Total Floor Area 41.0 sq metres (441 sq ft)

Apartment 2

Living Room/Kitchen, Bedroom and Bathroom – Total Floor Area 41.0 sq metres (441 sq ft)

Apartment 3

Living Room/Kitchen, Bedroom and Bathroom – Total Floor Area 40.0 sq metres (430 sq ft)

Apartment 4

Living Room/Kitchen, Bedroom and Bathroom – Total Floor Area 40.0 sq metres (430 sq ft)

In total 88 sq metres (947sq.ft.) of amenity space will be provided and each flat will benefit from one car parking space.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 37

Freehold Vacant Possession

**53 Cadle Road,
Wolverhampton, West
Midlands WV10 9SJ**

Property Description:

A three bedroom semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a concrete foregarden allowing for off road parking. The property benefits from having well laid out accommodation, gas fired central heating, however would benefit from some modernisation and improvement. Cadle Road is located off Hawksford Crescent which in turn is found off Fifth Avenue. The property is set in an established residential area and is within approximately two 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:

Entrance Hallway, Lounge, Kitchen/Diner



First Floor:

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

Outside:

(Front) – Concrete foregarden

(Rear) – Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 38

Leasehold Vacant Possession

**1 Winstanley Road,
Stechford, Birmingham
B33 8UH**

Property Description:

A traditional end terraced house of brick construction surmounted by an interlocking tile clad roof and benefiting from gas fired central heating and UPVC double glazed windows. The property requires modernisation and improvement throughout and is situated in a cul-de-sac which backs onto a recreational ground and leads off Stuarts Road which in turn leads off Bordesley Green East (B4128). The property is conveniently located within approximately three quarters of a mile distance from Stechford Retail Park, Stechford Railway Station and Birmingham Heartlands Hospital.

Accommodation:

Ground Floor:

UPVC Porch, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two (intercommunicating), Bedroom Three



Outside:

Front: Small walled foregarden

Rear: Pedestrian side access to yard and overgrown garden

Leasehold Information:

Term: 99 years from 1st May 2002

Ground Rent: £125 per annum (rising during the term)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



**57 Parkes Street,
Smethwick,
West Midlands B67 6BA**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fittings and is offered for sale in presentable condition. The property further benefits from having a double garage accessed via the rear off Edward Road. Parkes Street is located off the Uplands and is set in an established residential area. The property is within approximately a quarter of a mile distance from Smethwick High Street which in turn provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Front Reception, Rear Reception, Kitchen, Inner Lobby and Bathroom having panelled bath, WC, Shower Cubicle and pedestal wash hand basin



First Floor:

Stairs and Landing, Three Bedrooms and WC

Outside:

Front: Walled Foregarden

Rear: Paved yard and double garage

Vendors Solicitors

Refer to Auctioneers

Viewings

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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.

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 21st February 2008 at The Clarendon Suites, Stirling Road, Edgbaston, 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.





36 Arboretum Road, Walsall, West Midlands WS1 2QH

Property Description:

A substantial residential investment opportunity comprising of an imposing three storey double fronted detached property of brick construction surmounted by a slate clad roof occupying an elevated position, set back from the road behind a lawned foregarden. The property has been converted to provide seven separate self contained one bedroom flats, including flat 3 which is subject to a long leasehold for a term of 99 years . All the flats are separately metered and offered for sale in presentable condition. Arboretum Road is located off Broadway North (A4148) and the property itself enjoys splendid views over Hatherton Lake at the Arboretum. The property is also approximately within a quarter of a mile distance from Walsall Town Centre which provides a wide range of shops and amenities. Six flats are currently let on Assured Shorthold Tenancies as detailed below.

Tenancy Schedule:

Flat 36A and garage - £524 per month (£6,288 per annum)

Flat 1: £460 per month (£5520 per annum)

Flat 2: £515 per month (£6180 per annum)

Flat 3: (Ground Rent) - £32.91 per month (£394.92 per annum)

Flat 4: £380 per month (£4560 per annum)

Flat 5: £440 per month (£5280 per annum)

Flat 6: £475 per month (£5700 per annum)

Total Rental Income £2,826.91 per calendar month (£33,922.92 per annum)

Accommodation:

Ground Floor:

Flat 36A

Side Entrance, Entrance Hallway, Reception/Kitchen, Shower Room having shower tray, WC and pedestal wash basin and Bedroom

Ground Floor Front Entrance:

Flat 1:

Lounge, Kitchen, Bedroom and Shower Room having shower cubicle, WC and pedestal wash basin

Flat 2:

Entrance to the rear of property, Lounge/Kitchen, Shower Room and Bedroom

Flat 4:

Lounge, Kitchen, Bedroom and Shower Room having shower tray, WC and pedestal wash basin

Flat 5:

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

Flat 6:

Lounge, Kitchen, Bedroom, Shower Room, separate room with pedestal wash basin and plumbing for washing machine.

Second Floor:

Stairs and Landing

Flat 3: not applicable

Outside:

Front: Lawned garden

Rear: Yard area

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 41

Freehold Vacant Possession

**3 Lawley Street,
West Bromwich,
West Midlands,
B70 9DU**

Property Description:

A traditional style three bedroom semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a tarmac covered front garden allowing for off road parking and access to garage and car port. The property benefits from being offered for sale in presentable condition including gas fired central heating and part UPVC double glazed windows. Lawley Street is located off Oldbury Road (B4166) and is within approximately two miles distance from West Bromwich Town Centre which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, through Lounge, Kitchen/Diner and Veranda



First Floor:

Stairs and Landing, three Bedrooms and Bathroom having corner bath, pedestal wash basin and WC

Outside:

(Front) Tarmac covered front garden with access to car port and garage

(Rear) Paved yard with two brick built stores

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 42

Freehold Vacant Possession



**3 Willingsworth Road, Wednesbury,
West Midlands WS10 7NL**

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating, three bedrooms and off road parking. Willingsworth Road forms part of an established residential area and is located off Leabrook Road (A4037) which in turn leads off the Black Country New Road (A41)

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

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

Outside:

Front: Block paved forecourt providing off road parking, pedestrian side gated access to rear

Rear: Small patio, lawned garden and a brick built store

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





Flat 8 Hermes Close, 6 Handsworth Wood Road, Handsworth Wood, Birmingham, B20 2DR

Property Description:

A two bedroom first floor flat forming part of a large brick built property surmounted by a tile clad roof and set back from the road behind a tarmac covered forecourt providing off road parking. The flat itself benefits from having well laid out accommodation, however would benefit from some modernisation and improvement works. Hermes Close is located off Handsworth Wood Road (B4124) close to the junction where Church Lane and Wellington Road (A4040) meet. The property could provide an ideal investment opportunity being within approximately a mile and a half of the University of Central England, Perry Barr Campus.

Accommodation:

Ground Floor:

Communal Entrance and Stairs

First Floor:

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

Outside:

Front: Tarmac covered forecourt
Rear: Communal lawned gardens and parking

Leasehold Information:

Term: 99 Years From March 1975

Ground Rent: £30 and additional Rent

Service Charge: Refer to Legal Pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

DEPOSITS AND ADMINISTRATION 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.

- 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



Building Plot Adjacent to 4 Jeffrey Close, Bedworth, Warwickshire CV12 0JE

Description:

A parcel of land rectangular in shape and benefiting from outline planning consent for the erection of a detached house. The plot extends to an area of approximately 118sq.ms (1,270sq.ft) and in addition includes the land containing the side access road which is detailed in the title plan.

Jeffrey Close comprises of a cul-de-sac situated off Humphrey Davy Road and forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and a half miles distance to the South West of Bedworth Town Centre.

Planning:

The land benefits from outline planning consent granted by Nuneaton and Bedworth Borough Council (Ref: 010075 and dated 22 February 2006) for the erection of a detached house adjacent to 4 Jeffrey Close. The

planning consent is subject to a Section 106 Agreement (Town and Country Planning Act 1990) whereby the developer will be required to make "an open space payment" to the local authority, comprising of a fixed sum of £1,010 in respect of dwellings with two bedrooms or more.

A copy of the planning consent and section 106 notice is available for inspection at the auctioneers' offices.

Please note that the site may be subject to some third party rights of way and all interested parties should inspect the legal pack, prior to bidding, for clarification of this matter.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Building Plot Adj 20 Cardigan Road, Bedworth, Warwickshire CV12 0LY

Description:

A parcel of freehold land previously comprising of a lock-up garage yard which has been demolished and benefiting from outline planning consent for the erection of a detached dwelling house. The plot extends to an area of approximately 0.09 acres (364sq.ms) and in addition includes some further land which is detailed in the title plan. The site forms part of an established residential estate located on the outskirts of Bedworth and Cardigan Road leads directly off Hospital Lane and is approximately two miles distance to the west of Bedworth Town Centre.

Planning:

The plot benefits from outline planning consent granted by Nuneaton and Bedworth Borough Council (Ref: 011362 and dated 3 September 2007) for the erection of a detached dwelling house located adjacent to 20 Cardigan

Road. The planning consent is subject to a Section 106 Agreement (Town and Country Planning Act 1990) whereby the developer will be required to make "an open space payment" to the local authority, comprising of a fixed sum of £1,010 in respect of dwellings with two bedrooms or more.

A copy of the planning consent and section 106 agreement is available for inspection at the auctioneers' offices.

Please note that the site may be subject to some third party rights of way and all interested parties should inspect the legal pack, prior to bidding, for clarification of this matter.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





6 Mountfield Close, Kings Heath, Birmingham B14 5BU

Property Description:

A mid-terraced Town House located in a quiet cul-de-sac off Glenavon Road. The property benefits from well laid out accommodation, UPVC double glazing and hot air heating. Glenavon Road is located directly off Alcester Road South (A435), and the property is located within half a mile of the main shopping area at the Maypole. The property is currently let on an Assured Shorthold Tenancy at a rental of £300 per month (£3,600 per annum)

Accommodation:
Ground Floor:

Entrance Porch, Reception Hall, Kitchen, Reception Room.

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom

Outside (rear):

lawned garden with right of way across rear providing access to rear garden

(Please note the accommodation has not been internally inspected by the Auctioneer)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Freehold Vacant Possession

4a Barber Street, Broseley, Shropshire, TF12 5NR

Property Description:

A ground floor Retail Unit in presentable condition with timber framed shop front, located close to the junction with High Street (B4375). Broseley itself is a village located approximately five miles to the south of Telford, close to the village of Ironbridge. The last recorded population of Broseley was just under 5,000.

Please note: number 4 Barber Street owns a flying Freehold on the first floor of this unit and hence only the Ground Floor unit is included in the title.

Accommodation:

Retail Area extending to approximately 14.4sq.m (155sq.ft), Rear Storage Room extending to approximately 5.8sq.m (63sq.ft) and Store Cupboard.


Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





9 Shropshire Street, Market Drayton, Shropshire, TF9 3BZ

Property Description:

A freehold mid terraced, Grade II Listed property of traditional construction surmounted by a tile clad roof, requiring modernisation and improvement throughout. The property benefits from planning consent for the conversion of the existing building into retail on the Ground Floor and a self contained flat to the First and Second Floor. The property itself is located on Shropshire Street close to the junction with Cheshire Street and High Street. Market Drayton itself is a market town located in North Shropshire, with a population last recorded at just over 10,000.

Accommodation:

Ground Floor:

Front Room extending to 23.7sq.m (255sq. ft), Rear Room extending to 10.2sq.m (109sq. ft), Rear Store Room extending to 14sq.m (150sq. ft) and a former WC.

First Floor:

Front Room extending to 24.2sq.m (260sq.ft), Middle Room extending to 9.2sq.m (99sq.ft), Rear Room extending to 21.3sq.m (230sq.ft).

Second Floor:

Attic Room (no access, size believed to be similar to the Front Room on the First Floor.)

Planning:

The property benefits from planning consent granted by North Shropshire District Council on 15 October 2004 (Ref – N/04/617/MD/299) for the 'Proposed use of 2 Ground Floor rooms and cellar as a Retail Shop and use of the rear Ground Floor room and all rooms on the First and Second floor as a self-contained flat'. This application is valid for five years from the date of the Decision Notice.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 49**Freehold Vacant Possession****15 Crookham Close,
Harborne, Birmingham
B17 8RR****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 driveway giving access to garage allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Crookham Close is located in an established residential area off Minley Avenue which in turn can be found off Fitzroy Avenue. The property is within a quarter of a mile distance to Hagley Road West (A456) which in turn gives direct access via private or public transport to Birmingham City Centre.

Accommodation:**Ground Floor:**

Entrance Porch, Entrance Hallway, Kitchen, Lounge

**First Floor:**

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

Outside:

(Front) - Lawned garden with driveway giving access to garage
(Rear) - Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 50**Freehold Vacant Possession****16 New Spring Gardens, New Spring Street,
Springhill, B18 7LZ****Property Description:**

A recently built semi detached bungalow, with off road parking located to the front and providing well laid out accommodation benefiting from UPVC double glazed windows and central heating along with a 10 year NHBC guarantee expiring on 15th January 2017. New Spring Gardens comprises of a cul de sac leading off New Spring Street which in turn runs between Crabtree Road and Clissold Street. Spring Hill (A457) is within approximately a quarter of a mile distance and provides direct access to City Hospital and Ladywood Middleway (A4540).

Accommodation:**Ground Floor:**

Reception Hall, Living Room, Kitchen with range of modern laminate units including a built in oven, hob, extractor, fridge and freezer, Bathroom having panelled bath with shower over, pedestal wash basin and wc, Two Bedrooms.

Outside – Front:

Car parking space.

Outside - Rear:

Patio area and lawned garden.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





67 Wallace Road, Bilston, West Midlands WV14 8BW

Property Description:

A semi detached property of brick construction surmounted by an interlocking hipped tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, double glazed windows, gas fired central heating and is offered for sale in presentable condition. The property further benefits from having a large rear garden with garage accessed via double gates off Belleview Road. Wallace Road can be found off Bradley Lane which in turn is located off Great Bridge Road (A4098) which provides direct and easy access to the main shopping area in Bilston.

Accommodation:

Ground Floor:

Entrance Hallway, through Lounge, Kitchen, Veranda and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

First Floor:

Stairs and Landing, three Bedrooms and WC

Outside:

(Front) – Lawned foregarden
(Rear) – Paved and lawned garden with double gates giving access to garage

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



Find us on the web @

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LOT 52

Leasehold Lock-up Garage

Lock-up Garage to the rear of Crystal Court, Rangeways Road, Kingswinford DY6 8QQ

Description:

A single lock-up garage of brick construction with up and over door, situated in a yard to the rear of a development known as Crystal Court and located off Rangeways Road adjacent to The High Acres Public House. The property is offered for sale with vacant possession and may be a particular interest to either investors or local residents. The garage is situated in a predominantly residential area and Rangeways Road is a continuation of Auckland Road which joins Stream Road (A491) at the junction with Wordsley Hospital.

Leasehold Information:

Term: The garage will be sold on a new 99 year lease from the date of completion



Commencing Ground Rent: £25 per annum

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 53

Freehold Lock-up Garage Investment



Garages Rear of 48 Mulliner Street, Coventry CV6 5EU

Description:

A freehold garage yard located to the rear of 48 Mulliner Street and comprising of eight single garages, one large corner garage and a vacant double plot. The yard is accessed by way of a vehicular driveway adjacent to 48 Mulliner Street and forms part of an established area containing a high number of terraced housing. The yard is located approximately one and a quarter of a mile distance to the North East of Coventry City Centre.

Rental Information

Each garage is Let on an agreement terminable by either party giving 4 weeks notice. We understand that each tenant has paid a key deposit of £35 and at the time of preparing the catalogue 3 garages are vacant. The rental income is therefore summarised as follows:

5 single garages: Rental £10.00 per week each

3 single garages: Vacant

Corner Garage: Rental £20.00 per week

Current Total Rental Income: £70.00 per week (£3,640 per annum)

Potential Total Rental Income: £5,200 per annum (When Fully Let)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 54**Leasehold Vacant Possession**

**19 Briarley,
Beacon View Road,
West Bromwich,
West Midlands
B71 3PG**

Property Description:

A two bedroom flat situated on the Fifth floor of a substantial purpose built block benefiting from UPVC double glazed windows and electric heating, communal gardens and parking area, the Flat is also offered for sale in presentable condition. The block is situated in an improving area and in particular is close to a recent development containing a range of private housing. Beacon View Road is located off Walsall Road (A4031) and is approximately one and a half mile distance from junction 9 of the M6 motorway.

Accommodation:**Ground Floor:**

Communal Entrance Hall with security door entry system, stairs and Lifts to

Fifth Floor:

Entrance Hall, Lounge, Kitchen, two Bedrooms and Bathroom

**Outside:**

Communal gardens and parking area

Leasehold Information:

Term: 199 Years From 25th March 1989

Ground Rent: £50 Rising to £400

Service Charge: refer To Legal Pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 55**Leasehold Vacant Possession**

**53 Briarley,
Beacon View Road,
West Bromwich,
West Midlands
B71 3PG**

Property Description:

A two bedroom flat situated on the Fourteenth floor of a substantial purpose built block benefiting from UPVC windows and electric heating, communal gardens and parking area, the Flat is also offered for sale in presentable condition. The block is situated in an improving area and in particular is close to a recent development containing a range of private housing. Beacon View Road is located off Walsall Road (A4031) and is approximately one and a half mile distance from junction 9 of the M6 motorway.

Accommodation:**Ground Floor:**

Communal Entrance Hall with security door entry system, Stairs and Lifts to

Fourteenth Floor:

Entrance Hall, Lounge, Kitchen, two Bedrooms and Bathroom

**Outside:**

Communal gardens and parking area

Leasehold Information:

Term: 199 Years From 25th March 1989

Ground Rent: £50 Rising to £400

Service Charge: Refer to Legal Pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





39 Rednall Drive, Sutton Coldfield, West Midlands B75 5LG

Property Description:

A ground floor two bedroom maisonette of brick construction surmounted by an interlocking tile clad roof and set back from the road behind communal lawned gardens and parking spaces. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Rednall Drive is a cul-de-sac located off Cartwright Road which in turn is found off Grange Lane. The property is within approximately one mile distance from the centre of Mere Green which provides shops, amenities and bars.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen, two Bedrooms and Bathroom having panelled bath with electric shower over, WC and pedestal wash basin.

Outside:

(Front) - Communal Lawned gardens and parking area

(Rear) - Lawned garden

Leasehold Information:

Term: 99 Years from 25th March 1964

Ground Rent: £18 per annum

Service Charge: Refer To Legal Pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



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Yew Tree Bungalow, Wharf Road, Gnosall, Stafford ST20 0DA

Property Description:

A detached bungalow of brick construction surmounted by a pitched tile clad roof, having been considerably extended to the rear and benefiting from gas fired central heating, UPVC double glazed windows, modern kitchen and shower room fitments, conservatory, garage and off road parking. The property is situated in the popular and well regarded village of Gnosall which is located approximately eight miles distance to the west of Stafford Town Centre.

Accommodation:

Ground Floor:

Porch, Reception Hall, Breakfast Kitchen with a range of modern fitted wooden units, Bedroom One, Bedroom Two/Dining Room, Shower

Room with modern suite comprising glazed shower cubicle, pedestal wash basin, bidet and wc, Lounge, Full Width UPVC Double Glazed Conservatory, Hallway, Bedroom Three with En-suite Cloak Room having wc and wash basin, Bedroom Four, Utility Room

Outside:

Front: Gated tarmacadam forecourt providing off road parking with access to garage

Rear: Side pedestrian access to lawned garden

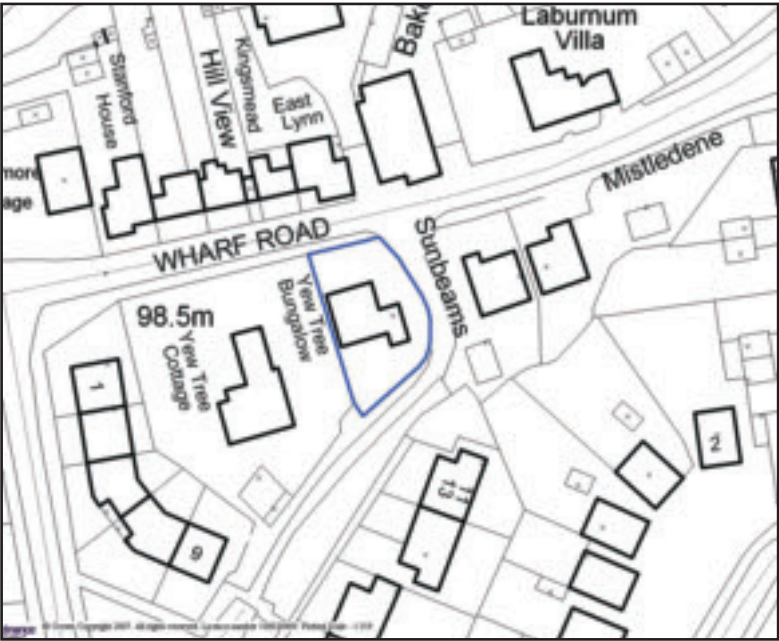
Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233







6 The Strand, Bromsgrove, Worcestershire, B61 8AB

Property Description:

A mixed freehold investment with redevelopment potential comprising of a ground floor retail shop which is currently let, a self contained flat located to the upper floors which is subject to a long lease for a term of 999 years and a redevelopment opportunity located at the rear which comprises of a building containing a number of rooms set around a courtyard and benefiting from a private lawned garden. The property is Grade II listed and of brick construction surmounted by a range of pitched tile clad roofs and was previously used for many years as a butchers shop with slaughter house located to the rear. Bromsgrove comprises of a popular and well regarded town located to the south of Birmingham and enjoys convenient access to the M42 Motorway (Junction 4) being within approximately one and a half miles distance. The property itself is situated in the town centre adjacent to the main pedestrian shopping area.

Rental Income:

Retail premises:

Let on a lease for a term of five years which commenced on the 2 April 2007 at a rental of £7,500 per annum with a rent review/break clause due on the third anniversary. In addition the tenant also pays a service charge currently equating to a sum of £486.00 per annum (2006-2007).

Residential Flat:

Let on a long lease for a term of 999 years which commenced on the 22 May 2006 at a peppercorn ground rent. In addition the lessee is responsible for payment of a service charge currently equating to a sum of £882.34 per annum (2006-2007).

Rear premises: currently vacant

Accommodation:

Ground Floor:

Retail Shop:

23.23sq.m (250sq.ft) approximately, having undergone internal refurbishment in 2005 including rewiring and installation of a heating/air conditioning unit.

Office/Store Room - 8.22sq.m (88sq.ft) approximately, including a Cloakroom with WC and washbasin.

Kitchen - 3.07sq.m (33sq.ft) approximately

Residential Flat:

not applicable

Rear premises:

Ground Floor:

gated access off The Strand to a shared entry, brick paved courtyard, range of ground floor rooms comprising:

Room 1: 13.54sq.m (145sq.ft),

Room 2: 5.03sq.m (54sq.ft),

Room 3: 12.36sq.m (133sq.ft),

Room 4: 15.6sq.m (168sq.ft),

Room 5: 17.73sq.m (190sq.ft),

Room 6: 8.06sq.m (87sq.ft)

approximately, Hallway with WC and Store Room.

First Floor:

A range of dilapidated stores (not inspected)

Outside:

A private lawned garden located off the courtyard

Note: The rear premises are in un-modernised condition and may be suitable for use as workshops/offices and all interested parties should discuss any proposals which they may have for the property which the local Planning Department prior to bidding.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



(Plans and Photos relate to previous page)

LOT 59

Freehold Vacant Possession



22 Hughes Road, Wednesbury, West Midlands WS10 8SN

Property Description:

A mid terraced property of brick construction with a tile clad roof set back from the road behind a concrete foregarden allowing for off road parking for numerous vehicles. The property benefits from having well laid out accommodation, majority double glazed windows, gas fired central heating and is generally offered for sale in presentable condition. Hughes Road is located off Wilkinson Road which in turn is found off High Street (A41) a continuation of the Black Country New Road. The property is within three quarters of a mile from the main shopping area of Bilston which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Entrance Hallway, 'L' shaped Lounge and Dining Kitchen

First Floor:

Four Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

Outside:

Front: Concrete foregarden allowing for off road parking

Rear: Lawned garden with two brick built stores

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
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9 Davy Road, Beechdale, Walsall, WS2 7JA

Property Description:

A mid terraced property of brick construction surmounted by a tiled roof set back from the road in an elevated position behind a lawned garden. The property benefits from having well laid out accommodation, double glazed windows and is offered for sale in presentable condition. Davy Road is set in an established residential area and is located between Gurney Road and Eddison Road. The property is within a quarter of a miles distance from Green Lane (A34) which gives direct access to Walsall Town Centre which itself provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen/Diner and side passage

First Floor:

Stairs and Landing, three Bedrooms and Bathroom having panelled bath, shower cubicle, pedestal wash basin and WC

Outside:

(Front) – Lawned garden
(Rear) – Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

ID

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 any questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the Auction Team prior to the sale day.

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.



1582 Pershore Road, Stirling, Birmingham B30 2NH

Property Description:

A mid terraced property of part rendered brick construction surmounted by a pitched tile clad roof and benefiting from part UPVC double glazed windows. The property was converted some years ago into two self contained flats each benefiting from separate gas fired central heating systems and providing well laid out accommodation. The property is situated close to the junction with Fordhouse Lane (A4040) and is conveniently within approximately half a mile distance from Cotteridge Shopping Centre which provides access to a wide range of retail amenities and services along with Kings Norton Railway Station. Each flat is currently let on an Assured Shorthold Tenancy as follows:

Ground Floor Flat: Rental: £90 per week (£4,680 per annum)

First Floor Flat: Rental: £83 per week (£4,316 per annum)

Total Rental Income:
£8,996 per annum

Accommodation:

Ground Floor:

Shared Reception Hall,

Flat One: Entrance Hall, Double Bedroom, Lounge, Kitchen, Rear Entrance Hall, Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc

Flat Two: Entrance Hall and Stairs to

First Floor:

Landing, Lounge, Double Bedroom, Bathroom with panelled bath having shower over, pedestal wash basin and wc, Kitchen

Outside:

Front: Paved forecourt
Rear: Overgrown garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





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: substantial rear garden with a total depth of 57.1 metres (189 feet). The yard currently contains two workshops. Workshop One; is in a dilapidated condition and measures approximately 52.2sq.m (562 sq. ft). Workshop Two (not inspected by the auctioneer); we are informed by the Vendor that the floor area is slightly larger than Workshop One.

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

Via Cottons – 0121 247 2233



LOT 63**Freehold Vacant Possession****46 Plantagenet Street,
St Annes, Nottingham,
NG3 1HL****Property Description:**

A modern mid terraced house of cavity brick construction surmounted by a pitched tile clad roof providing well laid out accommodation and benefiting from gas fired central heating, UPVC double glazed windows and external doors, modern kitchen and bathroom fittings and off road parking located in a shared car park at the rear. Plantagenet Street leads off Lamartine Street which in turn leads off St Ann's Well Road and is conveniently within less than a third of a mile distance from Nottingham City Centre.

Accommodation:**Ground Floor:**

Entrance Hall, Lounge/Dining Room, Kitchen with a range of modern units including built in oven, hob and cooker hood.

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom with modern suite comprising panelled bath, pedestal wash basin and WC

Outside:

Front: Lawned foregarden

Rear: Paved patio and gravelled garden, pedestrian gated access to a shared car parking area, which is accessed from Plantagenet Court.

**Vendors Solicitors**

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 64**Freehold Vacant Possession****76 Lonsdale Road,
Burton Upon Trent,
Staffordshire, DE14 3ED****Property Description:**

A freehold semi detached property of traditional construction surmounted by a tile clad roof and located within a quiet cul-de-sac location. The property itself requires some modernisation and improvement but does benefit from majority gas fired central heating and UPVC double glazing. Lonsdale Road itself is a cul-de-sac leading directly off Burton Road (B5018). Burton Upon Trent is a town in east Staffordshire, with a population last recorded at just over 60,000.

Accommodation:**Ground Floor:**

Entrance Hall, Two Reception Rooms, Kitchen, Lobby and Ground Floor Shower Room with WC.

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, wash hand basin, and WC.

**Outside:**

Front: Lawned Garden.

Rear: Patio and Lawned Garden.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
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LOT 65

Freehold Vacant Possession

18 Ridge Lane, Nuneaton, Warwickshire CV10 0RD

Property Description:

A traditional three storey end terraced house of brick construction predominantly surmounted by a pitched tile clad roof and offering generous and well laid out accommodation which includes four good sized bedrooms. The property has been partially refurbished which includes re-wiring, re-plastering and the provision of mostly UPVC double glazed windows. Further works are required including the provision of bathroom and kitchen fitments to complete the refurbishment. The property is situated overlooking a recreational ground to the rear and Ridge lane comprises of a linear village located off Birchley Heath Road approximately two miles distance to the south west of Atherstone Town Centre and is pleasantly situated close to a large area of woodland.

Accommodation:

Ground Floor:

Open Plan Entrance Hall and Front Reception Room, Rear Reception Room, Dining Kitchen, Original Lean to Veranda/Utility Area



First Floor:

Stairs and Landing, Three Good Sized Bedrooms, Large Bathroom which has potential for subdivision

Second Floor:

Stairs and Landing, Attic Bedroom Four

Outside:

Rear: Small yard/garden with brick stores and wc and pedestrian side gated access

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 66

36 Swinford Road, Wolverhampton, WV10 9AP

Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof and set back from the road behind a lawned foregarden and driveway allowing access to garage. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and is generally offered for sale in presentable condition. Swinford Road is located off Nine Elms Lane which in turn is found off the Cannock Road (A460) which provides easy access to Wolverhampton City Centre which is within approximately a mile and a half distance. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £425 per calendar month (£5,100 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception, Rear Reception, Kitchen



First Floor:

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

Outside:

Front: Lawned garden and driveway
Rear: Lawned garden and garage

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





34 Railway Street, Tipton, West Midlands, DY4 7AD

Property Description:

A substantial property of part brick, part steel portal frame construction, which currently comprises Workshop Area with Showroom, a Loading Bay, First Floor Offices and two Mezzanine floors. The total floor area is approximately 459.3sq.m (4,943sq.ft), whilst the Total Site Area extends to approximately 0.09Ha (0.22 Acres). The property itself is located off Horseley Heath (A461) which is approximately half a mile from Black Country Spine (A461).

Accommodation:

Ground Floor:

Workshop 214.8sq.m (2,313 sq.ft) with Kitchen, Gentlemen's Toilet and Store Room located off.

Showroom extending to approximately 97.8sq.m (1,053 sq.ft).

Loading Bay, providing access to Workshop, extending to approximately 61 sq.m (657sq.ft).

Two Mezzanine Storage Levels

First Floor:

Five offices extending to approximately 71.2sq.m (767sq.ft).

Please note: VAT is payable upon this property.

Outside:

There are approximately nine car parking spaces at the front of the building on a tarmacadam surface area.

Vendors Solicitors

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LOT 68

337 Rotton Park Road, Edgbaston, Birmingham, B16 0LD

Property Description:

A substantial 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 spacious well laid out accommodation, gas fired central heating and double glazed windows, and is offered for sale in presentable condition. 337 Rotton Park Road is located between City Road (A4040) and Dudley Road (A457) and is within approximately half a mile distance from City Hospital and half a mile distance in the opposite direction from the Windmill Shopping Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing £920 per month (£11,040 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception (currently being used as a bedroom), rear Reception, Dining Room, Kitchen, Inner Lobby, Bathroom having corner bath with mixer shower, WC, pedestal wash basin

Freehold Investment



First Floor:

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

Outside:

(Front) - Walled foregarden
(Rear) - Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 69

907 Trident House, Granville Square, Birmingham, B15 1UG

Property Description:

A purpose built thirteenth floor flat forming part of a prominent City Centre block, situated at the junction of Granville Street and Tenant Street and located a short distance from Broad Street (B4284) which provides access to a wide range of retail and leisure amenities, restaurants and bars. The property itself is presently let on an Assured Shorthold Tenancy at a rental of £300pcm (£3,600pa) and benefits from a communal central heating system, the running cost of which is included in the service charge.

Accommodation:

Ground Floor:

Communal entrance; with a range of services including concierge, security entry door system and providing lift and stair access to the first floor.

Thirteenth Floor:

Communal landing area, Reception Hall, Bathroom, Bedroom, Lounge, Kitchen.

(Please note the accommodation has not been internally inspected by the Auctioneer)

Leasehold Investment



Leasehold Information:

Term – 99 years (less 3 days) from 12th December 1977
Ground Rent – £10.00 per annum.
Service Charge – Refer to Legal Pack.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 70

1302 Trident House, Granville Square, Birmingham, B15 1UH

Property Description:

A purpose built thirteenth floor flat forming part of a prominent City Centre block, situated at the junction of Granville Street and Tenant Street and located a short distance from Broad Street (B4284) which provides access to a wide range of retail and leisure amenities, restaurants and bars. The property itself is presently let on an Assured Shorthold Tenancy at a rental of £300pcm (£3,600pa) and benefits from a communal central heating system, the running cost of which is included in the service charge.

Accommodation:

Ground Floor:

Communal entrance; with a range of services including concierge, security entry door system and providing lift and stair access to the first floor.

Thirteenth Floor:

Communal landing area, Reception Hall, Bathroom, Bedroom, Lounge, Kitchen.



(Please note the accommodation has not been internally inspected by the Auctioneer)

Leasehold Information:

Term – 99 years (less 3 days) from 12th December 1977

Ground Rent – £10.00 per annum.

Service Charge – Refer to Legal Pack.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 71

3 Westminster Road, Handsworth, Birmingham B20 3LX

Property Description:

A substantial three storey 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 well laid out accommodation which includes UPVC double glazed windows, gas fired central heating and is generally offered for sale in presentable condition. The property has previously been converted to provide two separate self contained flats, a two bedroom flat located on the ground floor and a further four bedroom flat located on the first and second floors. However, the property could easily be converted back to provide one five bedroom large family residence. The property is located in an established residential area and is found off Wellington Road (A4040). The property may provide an ideal investment opportunity being within half a mile distance from Perry Barr Railway Station which in turn gives direct access to Birmingham City Centre as well as being within half a miles distance to the University of Central England, Perry Barr Campus.

Accommodation:

Ground Floor:

Entrance Hallway

Ground Floor Flat:

Two Bedrooms, Cellar, Shower Room



having shower cubicle, Inner Lobby with Store Cupboard, Lounge, Kitchen and Bathroom having panelled bath, pedestal wash basin and WC

First and Second Floor Flat:

Kitchen, Bathroom with panelled bath with electric shower over, pedestal wash basin, separate WC, Lounge, two Bedrooms, Stairs and Landing to

Second Floor:

Two Bedrooms

Outside:

Front: Walled foregarden

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS



LOT 72

Freehold Vacant Possession

**7 Freeman Road,
Wednesbury,
West Midlands
WS10 0HQ**

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 paved 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. Freeman Road is located between Bassett Road and Carrington Road, and is set in an established residential area. The property is within approximately a mile and a half from the main shopping area in Wednesbury and within approximately a mile and a half of junction 9 of the M6 motorway.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, small Utility Room, WC, Kitchen.



First Floor:

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

Outside:

Front: Walled foregarden and driveway

Rear: Patio and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 73

**57 Hospital Lane,
Bilston, West Midlands
WV14 9LF**

Property Description:

A modern two bedroom mid terrace house of brick construction benefiting from electric heating and allocated parking. Hospital Lane is situated off Mason Street which in turn runs directly off Birmingham New Road (A4123) which provides direct access to both Birmingham and Wolverhampton. The property itself is located approximately three and a half miles distance to the south of Wolverhampton City Centre and is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

Accommodation:

Ground Floor:

Reception Room, Reception Hall, Kitchen

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bathroom with panelled bath, pedestal wash basin and wc



Outside:

Gardens to front and rear

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Flat 2, Block 39, Hurst Lane, Birmingham B34 7HS

Property Description:

A well laid out ground floor flat forming part of a purpose built three storey brick built block and benefiting from two bedrooms but requiring modernization and improvement throughout. The property is situated a short distance from the junction with Chester Road (B4114) and is conveniently within walking distance from a wide range of local retail amenities which includes Morrisons Superstore.

Outside:

Communal Gardens to front and rear

Leasehold Information:

Term: 125 years from 11 October 1999

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Communal Entrance, Reception Hall, Two Double Bedrooms, Lounge/Dining Room with door to balcony area, Bathroom with panelled bath, wash basin, Separate wc, Kitchen



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Flat 14, Petersfield Court, Stratford Road, Hall Green B28 9BL

Property Description:

A well laid out two bedroom flat situated on the second floor of a purpose built block and set back from the road behind communal lawned gardens and benefiting from a garage in a separate block. The property is currently let on a Shorthold Periodic Tenancy at a rental of £395 per calendar month (£4,740 per annum).

Accommodation:
Ground Floor:

Communal Entrance Hall and stairs to:

Second Floor:

Reception Hall, Bedroom One, Bedroom Two, Kitchen, Bathroom with

panelled bath having electric shower over, pedestal wash basin and wc, Lounge

Outside:

Communal gardens and garage located in a separate block

Leasehold Information:

Term: 73 years from 29 September 1997

Ground Rent: £50 per annum

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



19 Hornsey Close, Coventry, West Midlands, CV2 1JB

Property Description:

A semi detached house set back behind a lawned foregarden situated in a cul-de-sac located off Hermes Crescent which in turn leads off Henley Road (B4082). The property provides well laid out accommodation which includes three bedrooms but has suffered from vandalism and requires complete repair and improvement throughout.

Accommodation:
Ground Floor:

Full width Lounge/Dining Room, Reception Hall, Breakfast Kitchen, Cloakroom with WC.

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom

Outside:

Front: Lawned foregarden

Rear: Paved yard/garden with wooden store

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



291 Cedar Road, Nuneaton, Warwickshire CV10 9DQ

Property Description:

A mid terrace house of Wimpey “No Fines” construction surmounted by a pitched tile clad roof and benefiting from three bedrooms, upvc double glazed windows and gas fired central heating. The property forms part of the Camp Hill estate which is currently undergoing an extensive regeneration programme and is located within approximately three miles distance from Nuneaton Town Centre.

Accommodation:

Ground Floor:

Entrance hallway, through lounge/dining room and breakfast kitchen.

First Floor:

Stairs and landing, three bedrooms and bathroom with bath, wash basin and wc.

Outside:

Front and rear gardens.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



Land At Slade Lane, Yardley Wood, Birmingham,

Description:

A parcel of freehold land with a substantial frontage to Slade Lane, with another boundary following the course of the River Cole. The land, which is presently rough ‘scrub-land’, extends to approximately 1.1Ha (2.71 Acres).

The site itself is located close to the junction with Brompton Pool Lane, in the Birmingham suburb of Yardley Wood. Birmingham City Centre is approximately four miles to the South of Birmingham City Centre.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





24 Lynfield Close, Kings Norton, Birmingham B38 9RL

Property Description:

A four bedroom end terraced property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden and parking space. The property benefits from having well laid out spacious accommodation, UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Lynfield Close is a cul -de-sac located off Edgewood Road which in turn is found off Longdales Road. The property is set in an established residential area and is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £125 per week (£6,500 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, WC, open plan Kitchen and 'L' shaped Lounge

First Floor:

Four Bedrooms and a Shower Room having shower cubicle, WC and pedestal wash basin

Outside:

(Front) - Lawned garden and parking space

(Rear) - Patio area and lawned garden

Vendors Solicitors

Refer to Auctioneers

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.





1A Olive Mount, off Bury Hill Road, Oldbury, West Midlands B69 2DS

Property Description:

A traditional end terraced house of brick construction surmounted by pitched tile clad roof and benefiting from gas fired central heating, mostly UPVC double glazed windows and a garage but requires modernisation and improvement throughout. The property occupies a corner position at the junction with Bury Hill Road which leads directly off New Birmingham Road (A4123) and provides convenient access to the M5 Motorway (junction 2) being within approximately one mile distance to the south.

Accommodation:

Ground Floor:

Side Entrance Hall with Cellar Access, Front Reception Room, Rear Reception Room, Kitchen, Utility Room, Bathroom with panelled bath with shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three

Outside:

Rear: Paved yard and garden with brick store and garage having vehicular access off Bury Hill Road

Leasehold Information:

Term: 99 years from 1st May 2002

Ground Rent: £125 per annum (rising during the term)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





'Town Hall Garage', 67 High Street, Broseley, Shropshire, TF12 5EY

Property Description:

A substantial brick built property, currently mid-way through a refurbishment project, and hence requiring improvement throughout. The property itself is a two storey building, with cellar, which has historically been a mechanics and is known as 'Town Hall Garage'. Total Site Area is approximately 0.04Ha (0.11 Acres).

Planning Consent has been granted by Bridgnorth District Council on 9 September 2003 for 'Ground Floor and Basement areas to a Bar and Two Restaurants, with four self-contained flats on the First Floor' (Ref – 03/0495). In addition, we believe that Bridgnorth District Council, have approved a Dilapidated Buildings Grant of £65,000 to fund the conversion project, and that this Dilapidated Buildings Grant is still available. Please make your own enquiries of Bridgnorth District Council.

The property itself is located on High Street close to the junction with Carvers Road.

Broseley itself is a village located approximately five miles to the south of Telford, close to the village of Ironbridge. The last recorded population of Broseley was just under 5,000.

Anyone viewing the above property must do so with the utmost caution. Neither the Auctioneers nor the vendors can accept any liability for any injury caused whilst viewing.

Existing Accommodation:

The Gross Internal Area of the Ground Floor is approximately 236sq.m. (2,549sq.ft.)

There is First Floor accommodation, which the Auctioneers have been unable to measure, but once complete the Floor Area is likely to be similar to the Ground Floor.

In addition there is a Cellar to the front of the building, which the Auctioneers have been unable to measure
Total Site Area – 0.11 Acres

Planning:

Planning Consent has been granted by Bridgnorth District Council on 9 September 2003 for 'Ground Floor and Basement areas to a Bar and Two Restaurants, with four self-contained flats on the First Floor' (Ref – 03/0495) A further Application was approved on 13 January 2004 for 'The use of part of the First Floor as Offices and Alterations to the Lobby and Courtyard'. (Ref – 03/0901)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





155 Elmay Road, Sheldon, Birmingham B26 2QU

Property Description:

A two bedroom semi detached bungalow with a rendered front elevation surmounted by a tile clad roof and benefiting from gas fired central heating and majority double glazing but is in need of some modernisation and improvement. Elmay Road is located directly off Horrell Road which in turn leads off Garretts Green Lane. There is a nearby access to Coventry Road (A45) which provides access to a wide range of local amenities.

Accommodation:

Ground Floor:

Entrance Hall, Bedroom One, Bedroom Two, Bathroom with panelled bath, pedestal wash basin and wc, Kitchen, Lounge, Rear Lean To

Outside:

Front: Tarmacadamed forecourt
Rear: Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

89 Perrott Street, Winson Green, Birmingham B18 4LZ

Property Description:

A traditional mid terrace house of part rendered brick construction surmounted by a pitched slate clad roof and benefiting from a ground floor rear extension, gas fired central heating and UPVC double glazed windows. The property is set back from the road behind a small lay-by providing shared parking and is close to the junction with Eva Road.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Extended Kitchen, Bathroom with panelled bath, electric shower over, pedestal wash basin and wc

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two, Bedroom Three



Outside:

Rear: Yard and overgrown garden

Vendors Solicitors

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

(Edition 1 May 2002) Reproduced with the consent of the RICS

Produced by RICS Real Estate Auction Group with the support of the Commercial and Residential Property Faculties

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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 solicitor 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

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.

Glossary

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
- Where the following words appear highlighted in blue they have specified meanings.

These are listed below

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

A day which is not (a) a bank or public holiday or (b) a Saturday or a Sunday

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 filed 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

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

All tenancies, leases, licences to occupy and agreements for lease subject to which the **lot** is sold, 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 Conduct of the Auction

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 appropriate proof of your identity
- Sign the completed **sale memorandum**
- 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

- Sign the **sale memorandum** on **your** behalf

Deposits must be paid by cheque or by bankers' draft drawn on an **approved bank** in **our** favour. The **catalogue** states whether **we** also accept cash, or 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

General conditions

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 any **tenancies** disclosed by the **special conditions**, 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 charges that are to be discharged 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 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) outgoing and other liabilities
- (g) anything that is an overriding interest within the meaning of section 70 of the Land Registration Act 1925 or would be if the **lot** were registered land
- (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** is to comply with them and must indemnify the **seller** if it does not.

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 statute.

2. Deposit

2.1 The amount of the deposit is the greater of

- (a) the minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum)
- (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 an **approved bank**
- (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 for any reason the deposit is not received by the **auctioneers** in cleared funds within five **business days** of the **contract date** 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** which 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 details of the insurance policy
- (b) must use reasonable endeavours to maintain insurance equivalent to that policy and pay the premiums when due
- (c) gives no warranty as to the adequacy of the insurance
- (d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on the policy where the policy does not cover a contracting purchaser
- (e) must, unless otherwise agreed, cancel the policy 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 reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from 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**
- (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 46 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**.

Common auction conditions – Edition 1 May 2002 9

4.2 Where no **documents** are available before the **auction**:

- (a) if the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an office copy of the entries on the register and filed 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 solicitors 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 10 **business days** before the **agreed completion date** and the engrossment 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 **transfer** is to be executed in duplicate and the **buyer** is to return to the **seller** the duplicate duly stamped and denoted at the **buyer's** cost as soon as practicable after **completion**.
5.4 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** solicitors, or where the **seller** may reasonably require, on a **business day** 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** solicitors' bank 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** solicitors' bank account.
6.5 If **completion** takes place after 1400 hours 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.

Common auction conditions – Edition 1 May 2002 11

9. Landlord's licence

9.1 Where the **lot** is leasehold land and licence to assign is required
(a) the **contract** is conditional on it being obtained, by way of formal licence if that is what the landlord or the relevant lease properly requires
(b) the **agreed completion date** is, if necessary, postponed to the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
9.2 The **seller** must
(a) use all reasonable endeavours to obtain each licence required
(b) enter into any authorised guarantee agreement properly required under the lease.
9.3 The **buyer** must
(a) promptly provide references and other relevant information
(b) if properly required under the terms of the lease execute such licence or other deed of covenant as may be required and provide guarantees, a rent deposit or other security.

9.4 If within 3 months of the **contract date** (or such longer period as the **seller** and **buyer** agree) all required licences have not been obtained the **seller** or the **buyer** may by notice to the other rescind the **contract** at any time before all licences are obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition nine.

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

(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.

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**

12 Common auction conditions – Edition 1 May 2002

(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** solicitors may reasonably require

(d) if reasonably required, allow the **seller's** solicitors 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** under which **arrears** are due

(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

(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.

Common auction conditions – Edition 1 May 2002 13

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
- (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**

(b) has, where necessary, made a **VAT election** in respect of the **lot** which 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 Customs and Excise

(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**

(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 Customs and Excise

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

(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** solicitors are to notify the **buyer's** solicitors of that finding and provide a **VAT** invoice in respect of the sale of the **lot**

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

(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.

14 Common auction conditions – Edition 1 May 2002

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

(b) to submit the value specified in the **special conditions** to the Inland Revenue 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 receiver etc

19.1 This condition applies where the sale is by a **practitioner**.

19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

19.3 The **practitioner** is the agent of the **seller**. The **practitioner** and the **practitioner's** partners and staff incur 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 whatever its condition is at **completion**
- (b) whether or not vacant possession is provided
- (c) for such title as the **seller** may have
- (d) with no covenants for title

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.

Common auction conditions – Edition 1 May 2002 15

19.5 Where the **practitioner** is a receiver or administrative receiver

(a) the **documents** 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

(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** accepts that as a result the **buyer**, not the **seller**, is liable for any pollution on or emanating from the **lot**, including the cost of remediating it if required, and the **buyer** must indemnify the **seller** in respect of all such liability.

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) payments on account of service charge received from each tenant
- (b) service charge expenditure attributable to each **tenancy**
- (c) any irrecoverable service charge expenditure.

16 Common auction conditions – Edition 1 May 2002

22.4 In respect of each **tenancy**, if the service charge account shows that

(a) payments on account 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, 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.

22.5 In respect of irrecoverable service charge expenditure the **seller** must bear any incurred before **completion** (apportioned up to and including the **actual completion date**) and the buyer must bear any incurred after the **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 **seller** must assign it (including any interest earned on it) to the **buyer** on **completion**
- (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 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.

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.

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

(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 which 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.

Common auction conditions – Edition 1 May 2002 17

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, 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) serve or respond to any notice or begin or continue any proceedings.

24.3 The **seller** must notify the **buyer** of any notices served and act as the **buyer** reasonably directs in relation to those notices.

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 conclude any 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 and, in the case of the renewed **tenancy**, for a term which begins on the day after the term of the old **tenancy** expires

(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**.

18 Common auction conditions – Edition 1 May 2002

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 solicitors.

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 without proof of its receipt 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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