

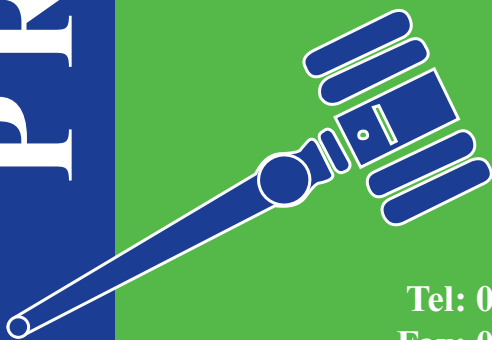
PROPERTY AUCTION

Cottons

Chartered Surveyors

**THURSDAY
3RD JULY 2008
AT 11.00 AM**

**ASTON VILLA
FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE**



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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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

89 LOTS

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

- 49 Freehold Vacant Residential Properties
- 7 Freehold Residential Investment Properties
- 7 Leasehold Vacant Residential Properties
- 2 Leasehold Residential Investment
- 5 Commercial Investment Properties
- 6 Parcels of Freehold Land
- 9 Residential Development Sites, Building Plots and Redevelopment Opportunities
- 4 Vacant Commercial Properties

ORDER OF SALE

Lot Property

1.	2 Holliday Road, Erdington	Freehold Vacant Residential
2.	45 Davy Road, Walsall	Freehold Vacant Residential
3.	4 Farmoor Grove, Shard End	Freehold Vacant Residential
4.	Flat over 1553 Stratford Road, Hall Green	Freehold Vacant Residential
5.	65 Auckland Drive, Smiths Wood	Freehold Vacant Residential
6.	71 Burnside Way, Longbridge	Leasehold Residential Investment
7.	13 Charnwood Close, Bilston	Freehold Vacant Residential
8.	7 Oak Hill, Wolverhampton	Freehold Vacant Residential
9.	99 Lynton Avenue, Claregate	Freehold Vacant Residential
10.	66 Priestley Road, Walsall	Freehold Vacant Residential
11.	1053 Pershore Road, Stirchley	Freehold Commercial Investment
12.	147 Mill Lane, Northfield	Freehold Vacant Residential
13.	85 Moncrieffe Street, Walsall	Leasehold Vacant Residential
14.	190 Victoria Road, Aston	Freehold Vacant Residential
15.	46 Eva Road, Winson Green	Freehold Vacant Residential
16.	Laundrette, 224 Monument Road, Edgbaston	Freehold Commercial Investment
17.	113 Welsh House Farm Road, Harborne	Freehold Residential Investment
18.	8 Greadier Street, Willenhall	Freehold Vacant Residential
19.	Land at Carl Street, Walsall	Freehold Development Land
20.	Former Hillyfields PH, Parkes Hall Road, Dudley	Freehold Development Land
21.	6 Moorland Road, Stoke-on-Trent	Freehold Commercial Investment
22.	Kopernicus House, Worcester Road, Kidderminster	Freehold Commercial Investment
23.	76 Westley Road, Acocks Green	Freehold Vacant Residential
24.	(Rear of old park) Land fronting Oak Green, Dudley	Freehold Building Plot
25.	Land adj 140 Church Lane, Handsworth	Freehold Building Plot
26.	140 Church Lane, Handsworth	Freehold Vacant Residential
27.	21 Lees Terrace, Bilston	Freehold Vacant Residential
28.	411 Birmingham New Road, Dudley	Freehold Vacant Residential
29.	33 Allcroft Road, Tyseley	Freehold Vacant Residential
30.	90 Elswick Road, Kingstanding	Freehold Vacant Residential
31.	10 Stanley Road, Wednesbury	Freehold Vacant Residential
32.	35 Prestwood Road, Weoley Castle	Leasehold Vacant Commercial
33.	3 Moore Crescent, Oldbury	Freehold Vacant Residential
34.	89 Round Road, Erdington	Leasehold Vacant Residential
35.	The Pheasant, 56 Church Street, Broseley	Freehold Vacant Commercial
36.	541 Peterbrook Road, Shirley, Solihull	Freehold Residential Investment
37.	16 Draycott Road, Smethwick	Freehold Residential Investment
38.	6 St. Peters Road, Netherton, Dudley	Freehold Vacant Residential
39.	13 Ely Road, Walsall	Freehold Vacant Residential
40.	37 Rectory Park Avenue, Sutton Coldfield	Freehold Vacant Residential
41.	Bldg plot 12a Farcroft Road, Handsworth	Freehold Building Plot



42.	Land at 23 Nineveh Road, Handsworth	Freehold Land
43.	Bldg plot 27 Colenso Road, Edgbaston	Freehold Building Plot
44.	67 Hilton Road, Lanesfield, Wolverhampton	Freehold Vacant Residential
45.	15 Lily Street, West Bromwich, West Midlands	Freehold Vacant Residential
46.	182/188 Gospel Lane, Acocks Green	Freehold Commercial Investment
47.	176 Wolverhampton Street, Dudley	Freehold Vacant Commercial
48.	33 & 33a Highbridge Road, Sutton Coldfield	Freehold Residential Investment
49.	31 Western Road, Sutton Coldfield	Freehold Vacant Residential
50.	3 Lillington Grove, Birmingham	Freehold Vacant Residential
51.	Development Site and Land adj, Hall Green St, Bilston	Freehold Development Land
52.	The Winchester PH, Winchester Avenue, Stoke on Trent	Freehold Public House
53.	Development Site, The Ancient Briton ph, Greenbank St, Stoke	Freehold Development Land
54.	The Hare and Hounds PH, Raby Street, Newcastle upon Tyne	Freehold Public House
55.	2 Lynwood Walk, Harborne	Freehold Residential Investment
56.	31 Simmonds Way, Brownhills, Walsall	Freehold Vacant Residential
57.	37 Yardley Close, Oldbury, West Midlands	Freehold Vacant Residential
58.	71 Park Lane, Wednesbury	Freehold Vacant Residential
59.	311/313 Shaftmoor Lane, Acocks Green	Freehold Vacant Commercial
60.	39 Moorcroft Road, Birmingham	Freehold Vacant Residential
61.	8 Newhampton Road East, Wolverhampton	Freehold Vacant Residential
62.	63 Grasmere Road, Handsworth	Freehold Vacant Residential
63.	338 Baldwins Lane, Hall Green	Freehold Vacant Residential
64.	Apt 28, Grange Drive off Chester Road, Sutton Coldfield	Leasehold Residential Investment
65.	5 Hilton Drive, Sutton Coldfield	Freehold Vacant Residential
66.	4 Apollo Way, Handsworth	Freehold Residential Investment
67.	78 Leasow Drive, Harborne	Freehold Residential Investment
68.	44 Cedar Road, Dudley	Freehold Vacant Residential
69.	Flat 7 Brandhall Court, Wolverhampton Rd, Oldbury	Leasehold Vacant Residential
70.	17 Clarence Street, Dudley, West Midlands	Freehold Vacant Residential
71.	2 Glenthorne Road, Erdington	Leasehold Vacant Residential
72.	Paddock 6c, Portway Hill, Rowley Regis	Freehold Land
73.	Plot 16 Little Hay, Shenstone, Staffordshire	Freehold Land
74.	1 Robert Road, Tipton, West Midlands	Freehold Vacant Residential
75.	50 Philip Road, Tipton, West Midlands	Freehold Vacant Residential
76.	12 The Coppice, Handsworth, Birmingham	Freehold Vacant Residential
77.	29 Hernefield Road, Shard End	Leasehold Vacant Residential
78.	33 Osborne Road, Handsworth, Birmingham	Freehold Vacant Residential
79.	Land adj 91 Tedbury Crescent, Birmingham	Building Plot
80.	16 Chepstow Way, Walsall	Freehold Vacant Residential
81.	The Repeater Station, Tamworth Road, Middleton	Freehold Land with Potential
82.	69 Viceroy Close, Edgbaston, Birmingham	Leasehold Vacant Residential
83.	13 Colliery Row, Church Gresley, Swadlincote	Freehold Vacant Residential
84.	2 Link Road, Edgbaston, Birmingham	Freehold Vacant Residential
85.	4 Laurel Road, Handsworth, Birmingham	Leasehold Vacant Residential
86.	43 North Crescent, Featherstone, Wolverhampton	Freehold Vacant Residential
87.	9 Bennett Avenue, Dudley, West Midlands	Freehold Vacant Residential
88.	46 Poole Crescent, Harborne, Birmingham	Freehold Vacant Residential
89.	198 Dyas Avenue, Great Barr, Birmingham	Freehold Vacant Residential

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IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

- **Credit Card Payments**

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

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

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

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

MISREPRESENTATION ACT

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

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.



LOT 1**Freehold Vacant Possession**

**2 Holliday Road,
Erdington, Birmingham
B24 9ET**

Property Description:

A traditional villa style two storey end terraced house of brick construction surmounted by a replacement tile clad roof and requiring complete modernisation and improvement throughout. The property provides well laid out accommodation benefiting from two reception rooms, three bedrooms and has potential for off road parking located to the rear. Holliday Road leads directly off Edward Road which in turn leads off High Street providing access to a wide range of retail amenities and services conveniently located within approximately a quarter of a mile distance.

Accommodation:**Ground Floor:**

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

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with bath and wash basin

**Outside:**

Front: Foregarden set behind a mature privet hedge

Rear: Paved yard with brick store and wc, long garden with pedestrian side access and potential for rear off road parking accessed by way of a shared driveway

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 2**Freehold Vacant Possession**

**45 Davy Road, Walsall,
West Midlands WS2 7JA**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road in an elevated position behind a lawned garden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. 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, Dining Room, Kitchen/Diner, stairs and landing to first floor

First Floor:

Three Bedrooms and Shower Room, pedestal wash basin and WC

**Outside:**

Front: Lawned foregarden

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 3

Leasehold Vacant Possession

4 Farmoor Grove, Shard End, Birmingham B34 7LE

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and benefits from gas fired central heating and three bedrooms. Farmoor Grove comprises of a cul-de-sac located off Berrowside Road which in turn leads off Long Meadow Crescent. The property is conveniently within approximately one quarter of a mile distance from local services located at the junction with Hurst Lane and Chester Road.

Accommodation:

Ground Floor:

Glazed Porch, Reception Hall, Lounge, Dining Room, Kitchen, Rear Entrance/Veranda with wc

First Floor:

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

Outside:

Front: Mature garden

Rear: Paved yard and garden with brick built store



Leasehold Information:

Lease Term: 99 years from 1st May 2000

Ground Rent: £75 per annum (rising during the term)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 4

Leasehold Vacant Possession

Flat Over 1553 Stratford Road, Hall Green, Birmingham B28 9JA

Property Description:

A well laid out first floor flat situated over a ground floor shop premises and forming part of a brick built property surmounted by a pitched slate clad roof. The property is offered for sale in a presentable and well maintained condition and is accessed from the rear by way of a driveway which leads off Baldwins Lane close to the junction with The Robin Hood Island.

Accommodation:

Ground Floor:

External metal staircase to:

First Floor:

Reception Hall/Landing, Lounge, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc and Three Bedrooms

Outside:

Rear: Enclosed gravelled yard and parking space



Ground Rent: £25 per annum

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

Leasehold Information:

Lease Term: A new 99 year lease will be granted from the date of completion



LOT 5**Freehold Vacant Possession
By Order of the Court of Protection****65 Auckland Drive,
Smiths Wood,
Birmingham B36 0ND****Property Description:**

A mid terraced house of cross wall construction surmounted by a pitched tile clad roof, benefiting from part electric storage heating, mostly double glazed windows, three bedrooms and a garage but in need of some modernisation and cosmetic improvement. The property is situated to the southern part of Auckland Drive and benefits from convenient access directly onto the Collector Road (A452) and Birmingham Road (B4114). The property is located in approximately three miles distance from the M6 Motorway (Junction 5) and the local town of Coleshill is within approximately one and half miles distance.

Accommodation:**Ground Floor:**

Entrance Hall/Porch, Full Width Dining Kitchen with walk in store/pantry, Full Width Lounge

First Floor:

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

**Outside:**

Front: Lawned foreground

Rear: Overgrown lawned garden and a concrete garage benefiting from rear vehicular access

Vendors Solicitors

Refer to Auctioneers

Viewings

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LOT 6**Leasehold Investment****71 Burnside Way, Longbridge,
Birmingham B31 4JZ****Property Description:**

A Ground Floor Maisonette located in a purpose built block and benefiting from UPVC Double Glazing and Electric Storage Heating. The property is located in a residential Cul-De-Sac directly off Longbridge Lane (B4096). The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400) per annum.

Leasehold Information:

The property is of a Leasehold Tenure for a term of 189 years which commenced 24 June 1960.

Accommodation:**Ground Floor:**

Reception Hall, Kitchen/Living Room, Lean-To, Bathroom with panelled bath, W/C and wash hand basin, Store cupboard and two Bedrooms.

Please note: The vendor is allowing a eight week completion on this lot

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





13 Charnwood Close, Bilston, West Midlands WV14 8NB

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

Front: Lawned foregarden

Rear: Patio and lawned garden with garage accessed via service road

Vendors Solicitors

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E-mail: auctions@cottons.co.uk

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 11th September 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





7 Oak Hill, Wolverhampton, West Midlands WV3 9AE

Property Description:

A semi detached property of rendered brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden and tarmacadam covered driveway giving access to garage. The property benefits from having well laid out accommodation and central heating, however does require some modernisation and improvement. Oak Hill is located in the established residential area of Finchfield and is located off Castlecroft Road and Finchfield Hill (B4161). The property is approximately within two miles distance of Wolverhampton City Centre which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Breakfast Kitchen, Sun Room and WC, stairs to first floor

First Floor:

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

Outside:

Front: Lawned foregarden and tarmacadam covered driveway giving access to garage

Rear: Garden

Vendors Solicitors

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Viewings

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ID & REGISTRATION

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

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

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

Thank you in advance for your co-operation.

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



LOT 9

Freehold Vacant Possession

**99 Lynton Avenue,
Claregate,
Wolverhampton WV6 9**

Property Description:

A semi detached property of brick construction with rendered elevations surmounted by a pitched roof and set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, three bedrooms and Double Glazing. Lynton Avenue itself is located off Aldersley Road, which in turn is located within three quarters of a mile distance from Tettenhall Road (A41).

Accommodation:

Ground Floor:

Reception Hall, Through Lounge, Kitchen, Rear Lobby

First Floor:

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



Outside:

Front: Lawned foregarden

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 10

Freehold Vacant Possession



66 Priestley Road, Walsall WS2 7JB

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and providing well laid out accommodation which benefits from three bedrooms. Priestley Road forms part of an established residential area and is located directly off Bloxwich Lane. Walsall Town Centre lies within approximately one and half miles distance to the South East.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

Front: Paved foregarden

Rear: Paved patio and lawned garden

Vendors Solicitors

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Viewings

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1053 Pershore Road, Stirchley, Birmingham B30 2

Property Description:

A mid terrace property of traditional construction surmounted by pitched roof and currently comprising of a Ground Floor Commercial Unit together with self contained residential accommodation to the rear ground floor area and to the First Floor. The Commercial Unit is presently let on an informal 12 month agreement at a rental of £275 per calendar month (£3,300) per annum and requires modernisation and improvement, whilst the residential accommodation is currently let on an Assured Shorthold Tenancy Agreement at a rental of £500 per calendar month, (£6,000) per annum, and benefits from upvc Double Glazing and Central Heating. The property itself is located on the busy Pershore Road (A441) close to the junction with the Dog Pool Lane and virtually adjacent to The Hibernian Public House.

Total Rental Income:

£9,300 per annum.

Retail Accommodation

Ground Floor:

Front Room extending to approximately 11.4sq.m (123sq.ft), Rear Store Room with partitioned W/C extending to approximately 14.6sq.m (157sq.ft). The Ground Floor Retail Unit requires modernization and improvement.

Residential Accommodation:

Ground Floor:

Kitchen and Living Room.

First Floor:

Two Bedrooms and Bathroom. The Residential accommodation benefits from UPVC Double Glazing and Central Heating.

Vendors Solicitors

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Viewings

Via Cottons – 0121 247 2233

Find us on the web @

www.cottons.co.uk

E-mail: auctions@cottons.co.uk



LOT 12

Freehold Vacant Possession

**147 Mill Lane,
Northfield, Birmingham
B31 2RN**

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from a side driveway leading to a rear parking space, UPVC double glazed windows and external doors, gas fired central heating and the property has recently undergone some refurbishment works. Mill Lane is situated off Hawkesley Mill Lane which in turn leads off Bristol Road South (A38) and conveniently within approximately three quarters of a mile distance from Northfield Shopping Centre providing a wide range of amenities and services.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Bedroom One, Bedroom Two (intercommunicating), Bathroom with bath, pedestal wash basin and wc



Outside:

Front: Foregarden bordered by a privet hedge, side driveway (subject to third party rights of way) leading to rear

Rear: Paved yard with brick stores and wc, garden and off road parking space

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 13

Leasehold Vacant Possession

**85 Moncreiffe Street,
Walsall, West Midlands
WS1 2LA**

Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having well laid out accommodation, UPVC double glazed windows, however does require some modernisation and improvement. Moncreiffe Street is located off Chuckery Road, and the property itself is within a quarter of a mile from Broadway North (A4148) and approximately quarter of a mile from Walsall Town Centre which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath, pedestal wash basin and WC, stairs and landing to first floor

First Floor:

Two Bedrooms

Outside:

Rear: Paved yard and lawned garden



Leasehold Information:

Term: 75 years from 25 March 1950

Ground Rent: £5 per annum

Service Charge: Refer to Legal Pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





190 Victoria Road, Aston, Birmingham B6 5HL

Property Description:

A substantial three storey traditional dwelling of brick construction surmounted by a pitched replacement tile clad roof, offered for sale in a presentable and well maintained condition and benefiting from gas fired central heating, UPVC double glazed windows, three reception rooms, five bedrooms, modern kitchen and bathroom fitments and a basement garage. Victoria Road forms part of an established residential area and provides direct access to both Birchfield Road (A34) and to the Aston Express Way (A38M).

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall with Cellar/Garage access, Cloak Room with modern suite comprising wash basin and wc, Pantry, Front Reception Room, Rear Reception Room, Dining Room, Kitchen with a range of modern fitted units

First Floor:

Stairs and Landing, Four Bedrooms, Bathroom with modern suite comprising panelled bath having electric shower over, pedestal wash basin and wc

Second Floor:

Stairs and Landing, Bedroom Five

Outside:

Front: Iron gated access to driveway which leads to basement garage, pedestrian entry access to the rear

Rear: Covered yard area, paved yard and patio, brick built store and wc and a generous lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

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LOT 15

46 Eva Road, Winson Green, Birmingham B18 4NQ

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, offered for sale in a presentable condition and benefiting from gas fired central heating and UPVC double glazed windows. Eva Road leads off Foundry Road which in turn leads off Winson Green Road (A4040) and the property is conveniently within approximately half a mile distance from both City Hospital on Dudley Road and Soho Road (A41) which provides access to a wide range of amenities and services.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Veranda

First Floor:

Stairs and Landing, Bedroom One (double) with access to a boarded loft room, Bedroom Two (double), Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc



Outside:

Enclosed yard, shared pedestrian access and separate lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 16

Launderette, 224 Monument Road, Edgbaston, Birmingham B16 8UZ

Property Description:

A three storey traditional built property of brick construction surmounted by a pitched slate clad roof and comprising of a ground floor retail unit containing a long established launderette along with a self contained flat to the first and second floors over. The property forms part of a parade of various retail units and is located towards the lower section of Monument Road between the junctions of Hagley Road (A456) and Parker Street.

Rental Income:

The whole property is currently let on a lease for the term of Six years which commenced on 1st January 2003 at a rental of £8,500 per annum and on full repairing and insuring terms.

Accommodation:

Ground Floor:

Retail Premises: currently trading as The Little Laundry Company 31.25sq.m (336sq.ft) comprising of a public laundry area and a private office, shared pedestrian access to the rear, brick built outbuilding 9.98sq.m (107sq.ft) containing boiler room and a wc,

Freehold Investment



Self Contained Flat: external stairs leading to: First Floor:

Entrance Hall, Lounge, Kitchen and Bathroom

Second Floor:

Stairs and Landing, Two Bedrooms

Outside:

Rear: Yard and garden area with portakabin

Vendors Solicitors

Refer to Auctioneers

Viewings

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113 Welsh House Farm Road, Harborne, Birmingham B32 2JT

Property Description:

A modern town house of cavity brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a tarmacadamed drive and foregarden and benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and a garage. The property is situated in an established residential area located off Tennal Road and bordering Harborne Golf Course conveniently within approximately half a mile distance from Harborne High Street providing 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, Kitchen, Full Width Lounge/Dining Room

First Floor:

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



Outside:

Front: Lawned foregarden, tarmacadamed driveway leading to integral garage

Rear: Lawned garden

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8 Greadier Street, Willenhall, West Midlands WV12 4JW

Property Description:

A modern semi detached house of cavity brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and benefiting from gas fired central heating and a garage. Greadier Street leads directly off High Road (A462) and is conveniently within approximately a quarter of a mile distance from Rough Wood Country Park.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen with pantry

First Floor:

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

Outside:

Front: Lawned foregarden and tarmacadamed driveway leading to garage

Rear: Lawned garden

Vendors Solicitors

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LEGAL PACKS

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

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





Residential Development Site Carl Street, Walsall West Midlands WS2 7BE

Description:

A parcel of freehold development land extending to an area of 1.17 acres (0.47 hectares). The site is situated to the rear of number 21 to 39 Carl Street and the southern boundary abuts the Wyrley and Essington Canal which forms part of the Midlands canal network currently undergoing major funding and improvement works. The site benefits from planning consent for a redevelopment scheme containing a range of 13 town houses along with a block of 18 apartments which overlook the canal. Carl Street comprises of a cul-de-sac which leads directly off Bloxwich Road (B4210) and the property is conveniently within approximately one mile distance to the north of Walsall Town Centre and two miles distance from the M6 Motorway (junction 10).

Planning:

The site has the benefit of planning consent granted by Walsall Metropolitan Borough Council (Ref:

07/2263/RM/W5 and dated 9th January 2008) for the erection of 31 new properties comprising of 18 apartments and 13 houses.

Section 106 Agreement:

No Section 106 payment is required for this development.

A copy of the planning consent and architect's drawings along with a site investigation report dated May 2004 and Acoustic Report dated 2nd October 2007 are available for inspection at the auctioneers' offices

Any person wishing to make any further enquiries in respect of the site should do so by contacting the local planning officer at Walsall Metropolitan Borough Council

Vendors Solicitors

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The Former Hillyfields Public House, 82/84 Parkes Hall Road, Dudley DY1 3RW

Property Description:

A parcel of Freehold development land extending to approximately 0.51 acres (0.20 ha) and benefiting from Full Planning Consent for the erection of 10 dwelling houses. The site itself is the former location of the Hillyfields Public House which has now been demolished. The site itself is located on Parkes Hall Road which runs directly off Sedgley Road (A457) and is approximately 2 miles to the North West of Dudley Town Centre.

Planning:

The property benefits from Full Planning Consent granted 18 March 2008 by Dudley Metropolitan Borough Council for the erection of 10 dwellings with associated parking (Ref – P07/2368). The approved plans dated 6 December 2007 include the following:

2 No. 3 storey, 3 bedroom semi-detached properties

A Terrace of 3 No. 3 storey, 3 bedroom properties

A Terrace of 5 No. 3 storey, 3 bedroom properties

Full details of the Planning Application are available from Dudley Metropolitan Borough Council and are available in the legal pack.

We are informed by the vendor that he has applied for Building Regulations approval (the outcome of which should be decided before the auction) and that Energy Performance Certificate's have been obtained for the proposed houses. Please refer to the Legal Pack for details

Vendors Solicitors

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6 Moorland Road, Stoke-On-Trent, Staffordshire ST6 1DW

Property Description:

A three storey mid terraced property comprising of a ground floor retail shop benefiting from A2 consent along with offices to the first and second floors over, located in a prominent position close to the centre of Burslem. The property has been recently refurbished and is currently let as a Estate Agent at a rental of £15,000 per annum on a Full Repairing and Insuring lease, for a term of 17 years which commenced 16 April 2008. The property itself is located on Moorland Road (B5051) close to the junction with Waterloo Road (A50) approximately 2.5 miles to the North of Stoke-On -Trent City Centre. Burslem itself has a population last recorded at 21,400.

Accommodation:

Ground Floor:

Main Retail Area measuring 41.0sq.m. (441sq.ft.), Rear Lobby with 2 No. WC's.

First Floor:

Staff Room with Kitchenette, Separate W/C, Front Office measuring 17.2sq.m. (185sq.ft.)

Second Floor:

Front Room measuring 21.6sq.m. (233sq.ft.), Rear Room measuring 19.6sq.m. (211sq.ft.)

Outside:

Front: The property fronts directly onto Moorland Road

Rear: Small Yard

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Kopernicus House, Worcester Road, Kidderminster DY10 1HY

Property Description:

A substantial modern commercial unit currently occupied by Floors-2-Go together with self contained office accommodation to the first floor which currently has vacant possession. The ground floor is presently laid out as a Front Retail Area together with a Rear Workshop/Warehouse, with kitchen and toilet facilities. The Net Internal Area here is approximately 193.2sq.m (2080sq.ft). The first floor is presently partitioned to provide 6 Offices with kitchen and toilet facilities and the Net Internal Area is approximately 79.1sq.m (852sq.ft). The property itself occupies a prominent position on the main Worcester Road (A449) approximately 1 mile from Kidderminster Town Centre. Other multiple retailers in the area include HSS Hire Shop, Tiles R Us, and McDonalds.

Leases:

Ground Floor (Floors-2-Go):

The property is currently let on a Full Repairing and Insuring lease for a term of 15 years which commenced August 2002 at a rental of £22,000 per annum. There is a 5 year rent review pattern in the lease.

First Floor (Vacant Offices):

The vendor is willing to provide a rental guarantee of £8,000 per annum for a period of 12 months following completion, or until the First Floor is let, whichever is the sooner.

Total Rental Income: £30,000 per annum (including vendors rental guarantee)

Accommodation:

Ground Floor (Floors-2-Go)

Retail Area extending to approximately 101sq.m (1077sq.ft)

Rear Warehouse extending to approximately 93.1sq.m (1002sq.ft), Kitchenette and Separate W/C

First Floor (Vacant Offices):

Self contained access at side to stairs and landing.

Office One: 15.3sq.m (164sq.ft)

Office Two: 11.03sq.m (121sq.ft)

Office Three: 8.4sq.m (94sq.ft).

L - shaped

Office Four: 18.5sq.m (199sq.ft),

L - Shaped

Office Five: 5.99sq.m. (54sq.ft.)

Office Six: 8.7sq.m. (93sq.ft.),

Kitchen, Toilet facilities

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76 Westley Road, Acocks Green, Birmingham B27 7UH

Property Description:

A substantial detached house of traditional construction with has been substantially extended to the rear and was previously used as a Guest House but is now a single dwelling house. The property benefits from well laid out accommodation across 3 storeys ample off road parking and Gas fired Central Heating. The property itself is located on Westley Road which runs directly between Foxhollies Road (A4040) and Warwick Road (A41)

Accommodation:

Ground Floor:

Entrance Porch, Reception Hall, Through Lounge, Substantial Kitchen/Diner/Bar Area

Cellar

First Floor:

Bedroom One with en-suite, Bedroom Two with en-suite, Bedroom Three with en-suite.

Second Floor:

Bedroom Four with en-suite, Bedroom Five with en-suite.

All en-suites include Shower cubicle, low flush W/C pedestal wash hand basin.

Outside:

Front: Walled foregarden with driveway to side providing off road parking.

Rear: Substantial rear yard providing further parking.

Planning:

The property has formerly been trading as a Guest House, but a Planning Application was approved dated on 10 July 2001 by Birmingham City Council for the proposed "Change of use to single family dwelling house" (Ref - C/02203/01/FUL)

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Land Fronting Oak Green, Dudley, West Midlands DY1 3QU

Property Description:

A Freehold piece of land located to the rear of 159 Old Park Road. The site itself presently consists of a cleared parcel of land extending to approximately 0.08 acres (0.03 hectares) and benefits from having full planning permission and building regulations paid, for the erection of a three bedroom detached dwelling. Oak Green itself fronts directly off Old Park Road which in turn runs directly off Burton Road (A459).

Planning:

The site benefits from planning permission for the erection of a three bedroom detached dwelling (Reference P07/1030), which was approved on 20 July 2007. All interested parties should make relevant enquiries from Dudley Metropolitan Borough Council. A copy of the planning consent is available for inspection at the auctioneers office.

Vendors Solicitors

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Land Adjacent to 140 Church Lane, Handsworth, Birmingham B20 2RT

Property Description:

A parcel of land triangular in shape and extending to an area of 372 sq metres (0.092 acres) and benefiting from outline planning consent for the erection of two dwellings and construction of vehicular access. The plot forms part of an established residential area and is located close to the junction with Hamstead Road and Handsworth Wood Road (B4124). The land is approximately one mile in distance from the One Stop Shopping Centre and the University of Central England (Perry Barr Campus).

Planning:

The land benefits from outline planning consent granted by Birmingham City Council reference N/01754/08/OUT dated 21 May 2008 for the residential development of two dwellings and construction of vehicular access.

A copy of the Planning Consent is available for inspection at the Auctioneer's office.

Vendors Solicitors

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**140 Church Lane, Handsworth,
Birmingham B20 2RT**

Property Description:

A three storey end town house set back from the road behind a paved driveway leading to a garage allowing for off road parking. The property benefits from having well laid out accommodation over three floors and benefits from part UPVC double glazed windows and gas fired central heating, and is generally offered for sale in presentable condition. The property is situated on Church Lane (A4040) which is a continuation of both Oxhill Road and Wellington Road. The property is within approximately one miles distance from the One Stop Shopping Centre in Perry Barr and the University of Central England (Perry Barr Campus).

Accommodation:
Ground Floor:

Garage, WC and Bedroom

First Floor:

Lounge, Kitchen/Diner

Second Floor:

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

Outside:

Front: Paved driveway leading to garage

Rear: Lawned garden

Vendors Solicitors

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Important notice this property is currently registered on the same title Lot 25 and can only be offered for sale providing Lot 25 is successfully sold



I M P O R T A N T N O T I C E

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.





21 Lees Terrace, Bilston, West Midlands WV14 8DR

Property Description:

A two bedroom semi detached bungalow of brick construction surmounted by a hipped tile clad roof set back from the road behind a paved foregarden. The property benefits from having been refurbished throughout to include UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fitments, and is offered for sale in presentable condition. Lees Terrace is located off Lees Road which in turn is found off Bradley Lane. The property is within approximately a mile and a half distance from the main shopping area in Bilston.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen/Diner, Two Bedrooms and Bathroom having panelled bath with mixer shower, pedestal wash basin and WC

Outside:

Front: Paved foregarden

Rear: Decking area and lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





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

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

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

Rear: Partly paved/concrete garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

**33 Allcroft Road, Tyseley,
Birmingham B11 3EE**

Property Description:

A mid terraced property of brick construction surmounted by an interlocking tile clad roof set back from the road in a slightly elevated position behind a lawned foregarden. The property benefits from having well laid out accommodation, gas fired central heating, however does require some modernisation and improvement. Allcroft Road is located off both Spring Road and Shaftmoor Lane (B4217) which can be found off the Stratford Road (A34) which gives easy access to Birmingham City Centre, as well as providing a wide range of shops and amenities.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to first floor

First Floor:

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



Outside:

Front: Lawned foregarden

Rear: Paved garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 30**Freehold Vacant Possession**

**90 Elswick Road,
Kingstanding,
Birmingham B44 0JG**

Property Description:

A mid terraced house of brick construction, surmounted by pitched tile clad roof, set back from the road behind a lawned foregarden and benefiting from UPVC double glazed windows. Elswick Road leads off Finchley Road which in turn leads off Kings Road (B4149) and provides direct access to Kingstanding Shopping Centre which is within approximately one and a half miles distance.

Accommodation:**Ground Floor:**

Lounge, Kitchen, Bathroom

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

Front: Lawned foregarden, shared pedestrian entry access to rear



Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 31**Freehold Vacant Possession**

**10 Stanley Road, Wednesbury,
West Midlands WS10 7SA**

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden and benefiting from part double glazed windows and gas fired central heating. Stanley Road leads off Dangerfield Lane which in turn leads off the Black Country New Road (A41). The property is within approximately three quarters of a mile distance from Wednesbury Town Centre.

Accommodation:**Ground Floor:**

Glazed Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Cloak Room with wc

First Floor:

Stairs and Landing, Three Bedrooms and Bathroom

Outside:

Front: Lawned foregarden with pedestrian side gated access

Rear: Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

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COTTONS
THE AUCTIONEERS





35 Prestwood Road, Weoley Castle, Birmingham By Order of the Mortgagees in Possession

Property Description:

A ground floor retail unit, which has previously been trading as an off licence, but now has Vacant Possession. The unit forms part of a parade of six various retail shops overlooking the roundabout at the junction of Prestwood Road/Castle Road/Weoley Castle Road/Bushwood Road and virtually opposite the The Raven Public House and is located in a predominantly residential area.

Accommodation:

Ground Floor:

Retail Area: approximately 35.5sq.m. (382sq.ft.)

Rear Area: approximately 19.0sq.m. (204sq.ft.) and partitioned to provide a Rear Store Room with access to rear yard, Private Office, Lobby/Kitchenette with wash basin and Separate WC

The Gross Internal Area: approximately 54.5sq.m. (586sq.ft.)

Outside:

Rear: Single car garage in a gated Rear Yard

Leasehold Information:

Lease Term: 75 years form 24 June 1991

Ground Rent: £100.00 per annum

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3 Moore Crescent, Oldbury, West Midlands B68 9QP

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 paved foregarden allowing for off road parking. The property benefits from having been refurbished to include UPVC double glazing, gas fired central heating and is offered for sale in presentable condition. Moore Crescent is set in an established residential area and is located off Brookfields Road which in turn can be found off Bristnall Hall Road. The property is within approximately a mile and a quarter from junction 2 of the M5 motorway and one mile from Bearwood High Street which provides

a wide range of shops and amenities.

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Kitchen/Diner, Shower Room having shower cubicle, pedestal wash basin and WC, stairs to first floor

First Floor:

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

Outside:

Front: Paved foregarden

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

89 Round Road, Erdington, Birmingham B24 9SJ

Property Description:

A mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and doors but requiring modernisation and improvement throughout. The property is set back from the road behind a wide verge area and Round Road forms part of a residential estate situated between Tyburn Road (A38) and Kingsbury Road and within approximately one mile distance from Erdington High Street providing a wide range of amenities and services.

Accommodation:
Ground Floor:

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

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Foregarden

(Rear) Yard and garden


Leasehold Information:
Lease Term:

99 years from 1st May 1988

Ground Rent:

£125 per annum (rising during the term)

Vendors Solicitors

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The Pheasant Inn, 56 Church Street, Broseley, Shropshire TF12 5BX

Property Description:

A unique opportunity to purchase a public house and restaurant premises which further includes living accommodation, seven en-suite guest bedrooms, two self contained flats and a sizeable car park which benefits from planning consent for the erection of a range of holiday let units. The property is of traditional brick construction surmounted by a pitched tile clad roof and is situated in the heart of Broseley close to the junction with Bridgnorth Road and within a short walk from the High Street which contains a wide range of retail amenities and services. Broseley comprises of a long established semi rural town popular with tourists and is located approximately one mile distance to the south of Iron Bridge and is surrounded by Shropshire Countryside. The property is of traditional brick construction surmounted by a pitched tile clad roof and until early 2008 was trading as a Public House/Restaurant and Bed & Breakfast premises.

Planning:

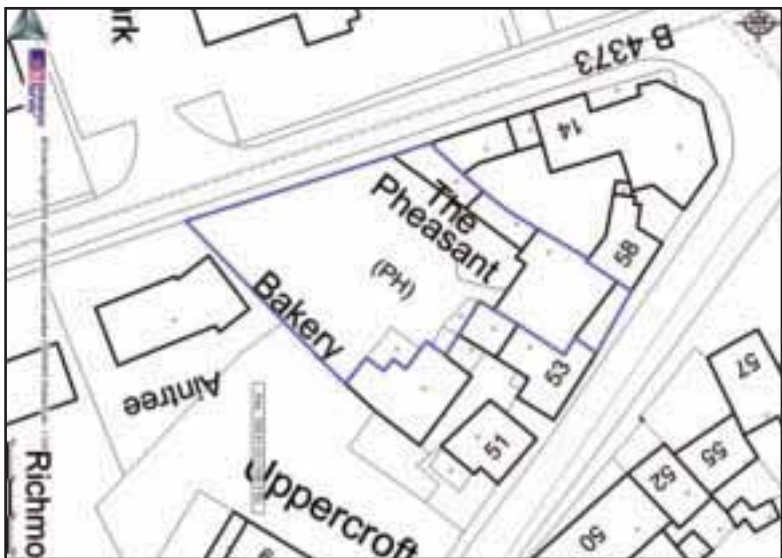
The property benefits from planning consent granted by Bridgnorth District council (Ref: 05/0310 and dated 4th May 2005 for the conversion and extension to the outbuildings to form a holiday unit and the erection of a new building on the existing car park to provide six holiday units. The proposed holiday units are in addition to the existing public house, restaurant and guest house accommodation. A copy of the planning consent is available for inspection at the auctioneers' offices

Accommodation:

Ground Floor:

Public House/Restaurant:

Reception, Dining Room and Bar 70.88sq.m (763sq.ft), Hallway, Ladies' Toilets, Gents Toilets 18.12sq.m (195sq.ft), Inner Hall with cellar access comprising of two rooms 45.22sq.m (486sq.ft), Kitchen 34sq.m (368sq.ft)



First Floor:

Door from hallway leading to Stairs and Landing

Living Accommodation:

comprising Double Bedroom, Lounge, Shower Room with wash basin and wc,

Guest Bedroom One:

En-suite Shower Room having wc and wash basin

Guest Bedroom Two:

En-suite Bathroom (no bath) with wc and wash basin,

Guest Bedroom Three:

En-suite Bathroom (no bath) with wc and wash basin

Guest Bedroom Four:

En-suite Shower Room with wc and wash basin

Guest Bedroom Five:

En-suite Shower Room with wc and wash basin, Private Stairs to

Guest Bedroom Six:

En-suite Shower Room with wc and wash basin,

Rear Section:

Ground Floor:

Boiler Room, Store Room

Flat 1:

Lounge, Bedroom, En-suite Shower Room with wc and wash basin

Rear First Floor:

External stairs to

Guest Bedroom Seven:

En-suite Shower Room having wc and wash basin

Flat 2:

Private Entrance Hall, Stairs and Landing, Shower Room with wc and wash basin, Bed/Living Room

Outside:

Front: Forecourt bordered by iron railings

Rear: Guest car park, store, paved patio area and covered yard with brick built pizza oven

Site Area: 0.25 acres (1031sq.m)

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





**541 Peterbrook Road, Shirley, Solihull,
West Midlands B90 1HS**

Property Description:

A two storey end terraced house of traditional brick construction surmounted by a pitched slate clad roof. The property benefits from double glazed windows and gas fired central heating, which has been installed by the tenant, and is set back from the road behind a small forecourt. Peterbrook Road forms part of an area known as Solihull Lodge and is located approximately one and a half miles distance to the West of Stratford Road (A34) which provides access to a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a registered rental of £73.50 per week (£3,822 per annum) and effective from 20th February 2008.

Accommodation:

Ground Floor:

Porch, Two Reception Rooms and Kitchen

First Floor:

Stairs and Landing, Two Bedrooms and a Bathroom

Outside:

Front: Small forecourt

Rear: Brick store and wc, garden, side and rear driveway over which the neighbours have a right of way.

Vendors Solicitors

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Viewings

Via Cottons – 0121 247 2233


LOT 37

**16 Draycott Road,
Smethwick,
West Midlands
B66 1QP**

Property Description:

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

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom



Outside:

Rear: Pedestrian side access to rear garden.

Vendors Solicitors

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Viewings

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LOT 38**Freehold Vacant Possession**

**6 St Peters Road,
Netherton, Dudley,
West Midlands,
DY2 8HS**

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof set back from the road behind a fore-garden and situated to the upper part of St Peters Road, close to the junction with Buffrey Road. The property benefits from three bedrooms and requires modernisation and improvement throughout.

Accommodation:**Ground Floor:**

Living Room, Kitchen, Partitioned Bathroom, Rear Lobby, Separate WC and store

First Floor:

Stairs and Landing, Three Bedrooms

**Outside:**

Front: Foregarden, pedestrian side access to rear

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 39**Freehold Vacant Possession**

13 Ely Road, Walsall, West Midlands WS2 9TB

Property Description:

A semi detached 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, UPVC double glazed windows, gas fired central heating and is offered for sale in presentable condition. Ely Road is located off Primley Avenue which in turn is found off Wolverhampton Road (A454). The property is within approximately one miles distance to the main shopping centre in Walsall and within a quarter of a miles distance from junction 10 of the M6 motorway.

Accommodation:**Ground Floor:**

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Utility Room, Dining Room and Conservatory, stairs to first floor

First Floor:

Three Bedrooms and Bathroom with corner bath and electric shower above, pedestal wash basin and WC

Outside:

Front: Walled foregarden

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





37 Rectory Park Avenue, Sutton Coldfield, West Midlands B75 7BN

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, offered for sale in a presentable condition and benefiting from UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and bathroom fittings, three double bedrooms and garage. The property forms part of a popular and established residential area and Rectory Park Avenue comprises of a cul-de-sac which leads off Reddicap Hill conveniently within approximately half a mile distance to the east of Sutton Coldfield Town Centre.

Accommodation:

Ground Floor:

Reception Hall, Full Length Lounge/Dining Room, Kitchen with a range of modern laminate units and pantry

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (small double) with a walk-in store room, Bathroom with modern suite comprising shower-bath, pedestal wash basin and wc

Outside:

Front: Lawned foregarden and a paved driveway leading to a garage, pedestrian side gated access to rear

Rear: Paved yard/patio area and a generous lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Building Plot, 12A Farcroft Road, Handsworth, Birmingham B21 8PT

Description:

A parcel of freehold land rectangular in shape extending to an area of 280 sq. mtrs. (3013 sq. ft.) and currently containing a lock up garage. The site benefits from planning consent for the erection of one four bedroom detached dwelling house and forms part of an established residential area located directly off Sandwell Road (A4040). The site is conveniently located for access to a wide range of local amenities and services on Soho Road (A41) being within half a mile distance and the M5 Motorway (junction 1) being within approximately one and a quarter miles distance.

Planning:

The site benefits from planning consent granted by Birmingham City Council (Ref: N/06325/07/FUL and dated 4th December 2007) for the erection of a detached four bedroom dwelling house. The architect's drawings approved with the planning consent detailed the following proposed accommodation:

Proposed Accommodation:

Ground Floor:

Front Reception Room, Reception Hall with Wet Room having wc and shower, Store, Dining Kitchen and Rear Reception Room

First Floor:

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

Second Floor:

Stairs and Landing, Bedroom Four and Shower Room

Outside:

Front: Off Road Parking

Rear: Garden and a rear store/gym room

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

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





23 Nineveh Road, Handsworth, Birmingham B21 0TU

Description:

A parcel of freehold land, irregular in shape and extending to an area of 0.19 acres (768sq.m), having a frontage of 38.7metres (127ft) and secured by steel palisade fencing with vehicular gated access. The site is situated to the upper most part of Nineveh Road close to the junction with Soho Road (A41) which provides access to a wide range of retail amenities and services.

may be suitable for a variety of uses including residential or commercial redevelopment and all interested parties should contact the planning department at the Birmingham City Council on 0121 303 115 prior to bidding in order to discuss any proposals which they may have for the site.

Vendors Solicitors

Refer to Auctioneers

Planning:

The site has previously been used for a private hire taxi business operating under a temporary planning approval and this has now ceased. The site

Viewings

Via Cottons – 0121 247 2233





Building Plot, 27 Colenso Road, Edgbaston, Birmingham B16 0NY

Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 85sq.m (915sq.ft) and benefiting from planning consent for the erection of a two bedroom end terrace house. The plot forms part of an established residential area close to the former Cape Hill Brewery which has been redeveloped with a range of modern residential properties and Colenso Road leads directly off Shenstone Road which provides a link between City Road (A4040) and Dudley Road (A457).

Planning:

The property benefits from planning consent granted by Birmingham City Council (Ref: C/07851/06/FUL and dated 15th February 2007) for the erection of a two bedroom end terraced house. The architect's plans accompanying the planning consent detailed a property containing the following accommodation:

Proposed Accommodation:

Ground Floor:

Lounge, Dining Kitchen and Cloak Room with wc

First Floor:

Stairs and Landing, Two Bedrooms and Bathroom

Outside:

Rear: Garden

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

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





67 Hilton Road, Lanesfield, Wolverhampton WV4 6DT

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, having replacement double glazed windows but requiring repair and modernisation throughout. Hilton Road is situated via Walton Road off Birmingham New Road (A4123) and the property lies within approximately one and a half miles distance to the south of Wolverhampton City Centre.

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Kitchen, Bathroom and Lobby with Separate wc off

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

Front: Foregarden, pedestrian side access to rear

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

ADMINISTRATION FEE

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

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





**15 Lily Street,
West Bromwich, West Midlands B71 1ED**

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 and has undergone some refurbishment works, and with the exception of the lounge and kitchen area it is generally offered for sale in a presentable condition. The property further benefits from having double glazed windows and gas fired central heating. Lily Street is located between Law Street and Wilfred Road, and the property is within approximately half a miles distance from the main shopping area located in West Bromwich, which in turn provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

Front: Walled foregarden

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





182/188 Gospel Lane, Acocks Green, Birmingham B27 7AG

Property Description:

A freehold block of 3 Retail Units with 3 self contained flats over, together with a substantial rear yard with Planning Permission for the construction of an industrial building, sub-divided to provide two units. The property is situated directly opposite Fox Hollies Park approximately half a mile from the junction with Warwick Road (A41). The existing property comprises of two single commercial units, one double commercial unit and three self contained flats to the first floor (2 No. 2 Bedroom and 1 No. 1 Bedroom).

Accommodation:

182 Gospel Lane:

The ground floor retail and first floor flat are presently let as an eat in/take away café at a rental of £15,600 per annum on a 10 year lease which commenced 1 May 2007. The Auctioneers have been unable to inspect the property but we are advised that the accommodation comprises of :-

Ground Floor:

A3 unit with Kitchen at rear

First Floor:

Separate Entrance, Reception Hall, Living Room, Kitchen, Bathroom, Two Bedrooms

184-186 Gospel Lane:

The ground floor is presently let as a Convenience Store at a rental of £17,000 per annum on a lease for a term of 12 years which commenced 1 March 2005 We are advised that there is a rent review still outstanding. The first floor is presently let on an Assured Shorthold Tenancy at a rental of £100 per week (£5,200 per annum). The property comprises of the following:-

Ground Floor:

Retail Unit benefiting from modern aluminium framed shop front, suspended ceiling (Net Internal Area - 171.9sq.m. (1,850sq.ft.)), Store Room measuring 9.1sq.m. (97sq.ft.), Rear Area partitioned to provide Private

Office, Separate WC and Kitchen (Gross Internal Area - 17.2sq.m. (185sq.ft.)), Store Room 2 measuring 25.5sq.m. (275sq.ft.)

First Floor Flat

Shared access (with flat over No.188), Living Room, Two Bedrooms, Kitchen, Bathroom having panelled bath, wash hand basin and WC. The flat benefits from central heating and double glazing.

188 Gospel Lane

A Ground Floor A2 unit together with a self contained one bedroom flat above. The Ground Floor unit is presently let as a Mortgage Brokers at a rental of £6,500 per annum on a lease which commenced on 1 May 2007 for a term of 10 years, whilst the flat above is currently let on an Assured Shorthold Tenancy at a rental of £100 per week (£5,200 per annum). The accommodation comprises of:-

Ground Floor

A retail unit with some partitioning to provide private office, Kitchen, rear office and separate WC (gross internal area 60.2 sq metres 648 sq ft)

First Floor Flat

Shared access (with flat over No.186), Reception Hall, Living Room, Bedroom, Kitchen and Bathroom with panelled bath, wash hand basin and WC

Total rental income £49,500 per annum

Planning

Full Planning Consent has been approved by Solihull Metropolitan Borough Council (Ref - 2006/2410) for the "Demolition of existing sheds and erection of a new industrial unit sub divided into two workshops". This Planning Application was approved on 16 January 2007. The approved plans dated 6 November 2006 detail Workshop One extending to 78.1sq.m. (840sq.ft.) and Workshop Two measuring 94.2sq.m. (1,013sq.ft.).

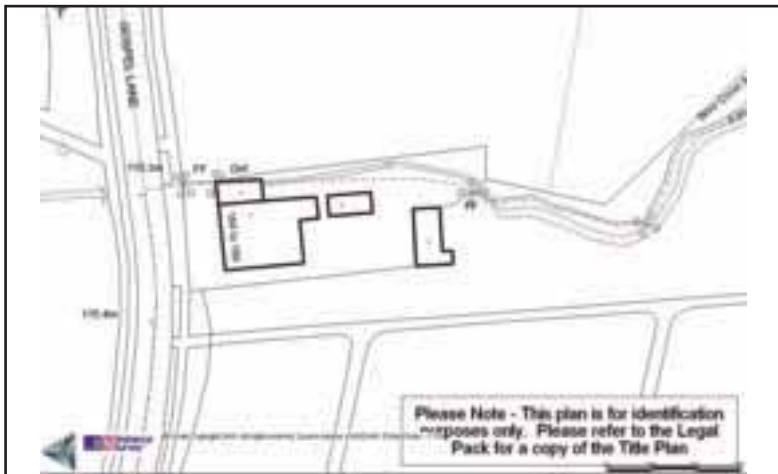
Vendors Solicitors

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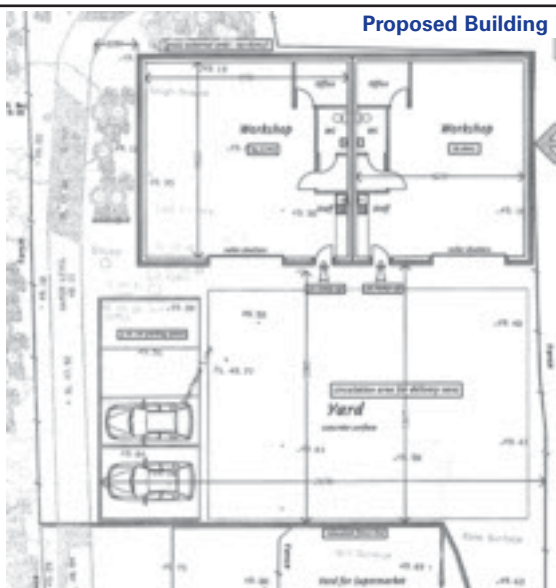
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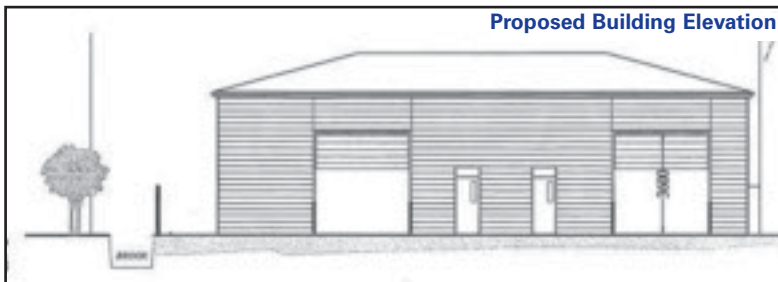




Proposed Building Floor Plans



Proposed Building Elevation



Schedule of Lease Details

Address	Start Date	Term	Current Rental
182 Gospel Lane (Ground Floor Café and Flat)	1 May 2007	10 Years	£15,600pa
184-186 Gospel Lane (Ground Floor Supermarket)	1 March 2005	12 Years	£17,000pa (Rent Review overdue)
184-186 Gospel Lane (First Floor Flat)	Assured Shorthold Tenancy	Assured Shorthold Tenancy	£100pw (£5,200pa)
188 Gospel Lane (Ground Floor A2 Unit)	1 May 2007	10 Years	£6,500pa
188 Gospel Lane (First Floor Flat)	Assured Shorthold Tenancy	Assured Shorthold Tenancy	£100pw (£5,200pa)

Total Rental Income:

£49,500pa. Please note, there is potential for increasing the Rental Income with the overdue rent review on the Ground Floor of 184-6 Gospel Lane, and the potential letting value of the development opportunity to the rear of the site





176 Wolverhampton Street, Dudley DY1 3AD

Property Description:

A mid terrace unit of traditional brick construction surmounted by a pitched tile clad roof and benefiting from Planning Permission for a Change of Use to hot food takeaway (A5) as granted by Dudley Metropolitan Borough Council on 7 July 2006 (Ref – P06/0989). The property benefits from modern metal frame shop front with electric roller shutter, gas fired central heating, and possible development potential to the rear. The property itself is located on the main Wolverhampton Street (B4176) close to the junction with Southalls Lane (B4177). Dudley Town Centre is approximately half a mile to the East.

Accommodation:

Ground Floor:

Serving Area extending to approximately 36.4sq.m (392sq.ft)

First Floor:

Front Room extending to approximately 16.9sq.m (182sq. ft), Rear Room extending to approximately 27.7sq.m (299sq.ft) partitioned kitchenette and Male and Female W/C's.

Outside:

Front: Fronts directly onto Wolverhampton Street

Rear: Yard Area with some remains of a substantial building demolished approximately 10 years ago by Dudley Metropolitan Borough Council due to its dilapidated condition

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 11th September 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





33 & 33A Highbridge Road, Sutton Coldfield, West Midlands B73 5QB

Property Description:

A semi detached property of rendered brick construction surmounted by a tile clad roof and benefiting from a driveway to the side allowing access to garages. The property has been formally converted to provide two separate self contained flats both of which were subject to a long leasehold interest of 99 years from 25th December 1993, and have since been purchased by the freeholder (vendor) and are now contained within the freehold title. This arrangement provides the opportunity for each flat to be sold /mortgaged separately at some future time.

Each Flat benefits from having part UPVC double glazed windows, gas fired central heating, allocated garage and access to garden.

Highbridge Road is located off Birmingham Road (A5127) and the property is approximately within one miles distance from Sutton Coldfield centre which provides a wide range of shops and amenities.

Both flats are currently let on Assured Shorthold Tenancy Agreements at the following rentals

33 Highbridge Road: £440 per calendar month (£5280 per annum)

33a Highbridge Road: £450 per calendar month (£5400 per annum)

Total rental income: £890 per calendar month (£10,680 per annum).

Accommodation:

33 Highbridge Road

Ground Floor:

Entrance Hallway and stairs to first floor

First Floor:

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

33A Highbridge Road:

(Please note this flat has not been internally inspected by the Auctioneers, but we understand from the vendor it has the following accommodation) Entrance Hallway, Lounge, Kitchen, lean to, two Bedrooms and Bathroom

Outside:

Front: Driveway leading to two garages

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



31 Western Road, Sutton Coldfield, West Midlands B73 5SP

Property Description:

A semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having been converted to provide two separate self contained flats set out over three floors. The property was converted prior to the vendors purchase in June 1998. The flats offer well laid out accommodation, gas fired central heating and are separately metered for gas and electric. Western Road can be located off Station Road and Highbridge Road and is set in an established residential area. The property itself is within approximately a miles distance from the main centre of Sutton Coldfield which provides a wide range of shops and amenities.

Accommodation:

Communal Entrance

Ground Floor Flat:

Lounge, Kitchen, Bedroom and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC


First Floor Flat:

Lounge, Kitchen, Bedroom 1 and Bathroom having panelled bath with electric shower over, pedestal wash basin and WC, stairs to Second Floor

Second Floor:

Bedroom 2

Outside:

Front: Paved foregarden allowing for off road parking

Rear: Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

3 Lillington Grove, Birmingham B34 7PZ

Property Description:

A three bedroom mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a decorative slate covered foregarden. The property benefits from having been refurbished to include UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fitments. The property is set in a established residential area and Lillington Grove is located off Hillstone Road which in turn is found off Freasley Road.

Accommodation:
Ground Floor:

Entrance Hallway, Lounge, Kitchen and Lean to having WC

First Floor:

Three Bedrooms and Bathroom having panelled bath with electric shower above, pedestal wash basin and WC

Outside:

Front: Decorative slate covered foregarden

Rear: Garden


Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





Residential Development Site, George and Dragon Public House and Land Adjacent, Hall green Street, Bilston, West Midlands, WV14 8TH

Description:

Two parcels of freehold development land extending to an area of 0.29 acres (0.12 hectares), and formerly containing the George and Dragon Public House. The site benefits from Planning Consent for a redevelopment scheme containing 5 houses. The site is situated on Hallgreen Street, which runs directly between Hill Street and Ash Street (B4163), approximately one mile to the South of Bilston Town Centre

Planning:

The site has the benefit of Full Planning Consent granted Wolverhampton City Council (Ref: 08/00183/FUL and dated 24 April 2008) for the erection of 5 No. houses

The proposed scheme includes 4 No. two bedroom semi-detached properties and 1 No. three bedroom detached property.

Any person wishing to make any further enquiries in respect of the site should do so by contacting the local planning officer at Wolverhampton City Council.

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

NB. Please note, the auctioneers have not inspected the site. All interested parties should make there own inquires.





Land at Winchester Public House, Winchester Avenue, Stoke-On-Trent ST2 0LL

Description:

A parcel of freehold land containing the remains of the dilapidated and fire-damaged 'Winchester' Public House. The site itself extends to approximately 0.34 Acres (0.13 Hectares) and is located on the corner of Winchester Avenue and Beverley Drive. Any person wishing to make any further enquiries in respect of the suitability of the site for development purposes should do so by contacting the local planning authority.

Vendors Solicitors

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NB. Please note, the auctioneers have not inspected the site. All interested parties should make there own inquires.

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Residential Development Site, Ancient Briton, Greenbank Street, Stoke-On-Trent, Staffordshire ST6 7

Description:

A parcel of freehold development land extending to an area of 0.45 acres (0.18 hectares), and formerly containing the Ancient Briton Public House. The site benefits from Planning Consent for a redevelopment scheme containing a range of 8 Apartments and 2 Semi-Detached Houses. The site is situated on Greenbank Road, which runs directly off High Lane (B5049), approximately 3 and a half miles to the North of Stoke City Centre.

Planning:

The site has the benefit of planning consent granted by Stoke-On-Trent City Council (Ref: SOT/47682 and dated 10 January 2008) for the erection of eight apartments and two houses.

The proposed scheme includes 2 No. two bedroom semi-detached houses and a three storey block including 3

No. 1 bedroom apartments and 5 No. 2 bedroom apartments

Any person wishing to make any further enquiries in respect of the site should do so by contacting the local planning officer at Stoke-On-Trent City Council.

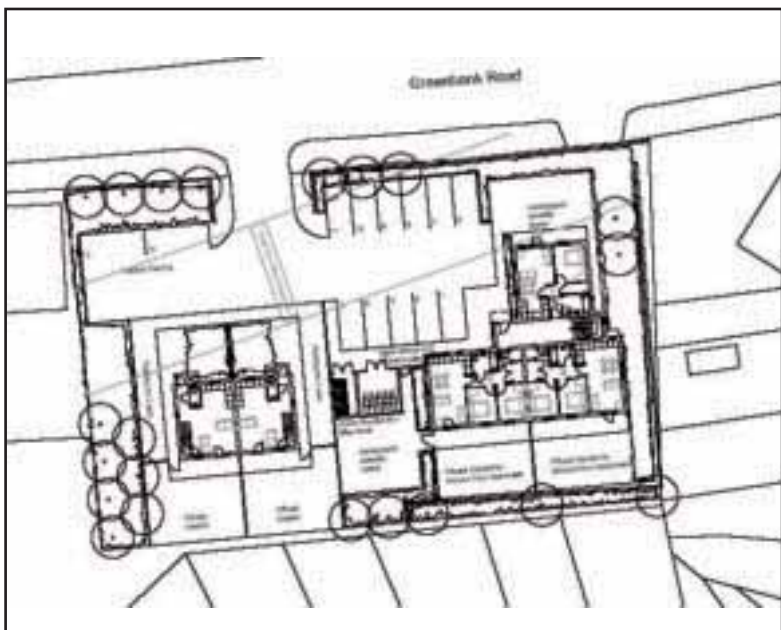
Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

NB. Please note, the auctioneers have not inspected the site. All interested parties should make there own inquires.





Land at Hare and Hounds Public House, Raby Street, Newcastle-Upon-Tyne NE6 2DL

Description:

A parcel of freehold land containing the remains of the dilapidated and fire-damaged 'Hare and Hounds' Public House. The site itself extends to approximately 0.08 Acres and is located on the corner of Raby Street and Mason Street. Any person wishing to make any further enquiries in respect of the suitability of the site for development purposes should do so by contacting the local planning authority.

Vendors Solicitors

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NB. Please note, the auctioneers have not inspected the site. All interested parties should make there own inquires.

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LOT 55

2 Lynwood Walk, Harborne, Birmingham B17 0LS

Property Description:

A three storey end terraced property currently let on a Fixed Term Assured Tenancy (expiring 15 October 2008) at a rental of £1,050 per calendar month. The accommodation is laid out over 3 floors and is currently arranged into six individual letting rooms with shared kitchen and toilet facilities. Lynwood Walk itself is located directly off Cross Farm Road which runs directly between Metchley Lane (B4129) and Harborne Park Road (A4040).

Accommodation:

Ground Floor:

Lounge (Bedroom 1) and Shower Room.

First Floor:

Stairs and Landing, Kitchen/Diner, Two Bedrooms, Shower Room, Separate W/C

Freehold Investment



Second Floor:

Three Bedrooms

Outside:

Front: Off road parking space

Rear: Paved Yard

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 56

Freehold Vacant Possession



31 Simmonds Way, Brownhills, Walsall WS8 7AG

Property Description:

A modern detached property of traditional construction surmounted by a pitched roof, having been recently refurbished throughout. The property benefits from UPVC Double Glazing, Gas Fired Central Heating, modern kitchen/Diner, off road parking and Garage. The property itself is located in a quiet residential area within approximately 300 yards from Chester Road, (A452) providing direct access between Sutton Coldfield and Cannock Town Centre.

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Modern Kitchen/Diner, Rear Lobby, Shower Room with Shower Cubicle, W/C, wash hand basin.

First Floor:

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

Outside:

Front: Lawned Garden with driveway to Garage

Rear: Patio and Lawned Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 57**Freehold Vacant Possession**

**37 Yardley Close,
Oldbury, West Midlands
B68 9DD**

Property Description:

A three storey mid town house set back from the road behind a tarmacadam covered drive way allowing for off road parking. The property offers well laid out accommodation set over three storeys and requires modernisation and improvement. Yardley Close is found off Walton Road which in turn is located off Broadway, Close to the junction with Wolverhampton Road (A4123) which gives easy access to both Birmingham City Centre and junction 2 of the M5 motorway.

Accommodation:**Ground Floor:**

WC and Kitchen (no fitments)

First Floor:

Lounge and Bedroom

Second Floor:

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

**Outside:**

Front: Tarmacadam covered driveway

Rear: Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 58**Freehold Vacant Possession**

**71 Park Lane, Wednesbury,
West Midlands WS10 9PS**

Property Description:

A semi detached property of part rendered brick construction surmounted by a interlocking hipped tile clad roof and set back from the road behind a driveway and lawned garden. The property benefits from having well laid out accommodation, however does require some modernisation and improvement. Park Lane (B4200) is located off Walsall Road (A4038). The property is within approximately three quarters of a mile from the main shopping area located in Darlaston and approximately three quarters of a mile in the opposite direction from junction 9 of the M6 motorway.

Accommodation:**Ground Floor:**

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen and Lean to, stairs and landing to first floor

First Floor:

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

Outside:

Front: Lawned foregarden and driveway

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





311/313 Shaftmoor Lane, Hall Green, Birmingham B28 8SJ

Property Description:

A pair of substantial semi detached properties of traditional brick construction which are currently providing the following accommodation:

2 No. Ground Floor Retail Units,
2 No. Ground Floor Bedsits and
2 No. First Floor One Bedroom Flats.

The property benefits from upvc Double Glazing and Central Heating, and is located on Shaftmoor Lane close to the junction with Russell Road approximately one mile from the centre of Acocks Green.

Accommodation:

311 Shaftmoor Lane:

Ground Floor Retail:

Shop measuring approximately 21.5 sq metres (232 sq ft), separate WC and Kitchen

Ground Floor Bedsit:

Access at rear to Bedsitting Room with Kitchen, potential Bathroom with WC and wash hand basin

First Floor Flat:

Living Room, Kitchen, Bedroom and Bathroom with panelled bath, wash hand basin and WC

313 Shaftmoor Lane:

Ground Floor Retail:

Retail area with Kitchenette and separate WC. Gross internal area – 27.7 sq metres (298 sq ft)

Ground Floor Bedsit:

The Auctioneers have been unable to inspect but we are advised by the Vendor the accommodation comprises Bedsitting Room with Kitchen and Shower Room

First Floor Flat:

Kitchen/Living Room, Bedroom and Shower Room with shower cubicle, WC and wash hand basin

Outside:

Front: Tarmacadam yard providing off road parking with driveway to rear yard

Rear: Parking area for up to six cars

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





39 Moorcroft Road, Moseley, Birmingham B13 8LT

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

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

Outside:

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

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

Vendors Solicitors

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LOT 61**Freehold Vacant Possession**

8 New Hampton Road East, Wolverhampton, West Midlands WV1 4AJ

Property Description:

A substantial three storey semi detached property of brick construction surmounted by a tile clad roof and set back from the road behind a walled foregarden and side driveway leading to garage. The property benefits from having well laid out accommodation including seven bedrooms, however does require modernisation and improvement throughout. The property would provide a substantial family residence or alternatively may be suitable for conversion to flats, all interested parties should satisfy themselves in full with Wolverhampton City Council of any proposed plans or developments they have.

New Hampton Road East is located off Waterloo Road which in turn can be found off the Wolverhampton Ring Road and is approximately within a quarter of a miles distance from Wolverhampton City Centre and the University of Wolverhampton.

Accommodation:**Ground Floor:**

Entrance Hallway, Front Reception Room, Rear Reception Room, Inner Lobby, Dining Room, Kitchen (no fitments), Store Room/Study, Bathroom having panelled bath and WC

**First Floor:**

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

Second Floor:

Two Bedrooms

Leasehold Information:

Front: Walled foregarden and side driveway

Rear: Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

NB. All persons viewing this property are advised to so with utmost caution and do so entirely at their own risk.

LOT 62**Freehold Vacant Possession**

63 Grasmere Road, Handsworth, Birmingham B21 0UL

Property Description:

A freehold end terraced property of traditional brick construction surmounted by a pitched roof and benefiting from UPVC double glazing and central heating. Grasmere Road itself is located directly off Nineveh Road which in turn runs directly off Soho Road (A41).

Accommodation:**Ground Floor:**

Front Reception Room, Rear Reception Room and Kitchen

First Floor:

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

Outside:

Front: Walled foregarden

Rear: Lawned garden with brick built WC

**Vendors Solicitors**

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





338 Baldwins Lane, Hall Green, Birmingham B28 0RD

Property Description:

A semi detached property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned garden and shared paved driveway allowing for off road parking and access to garage. The property benefits from having well laid out accommodation, double glazed windows and gas fired central heating, however does require some modernisation and improvement. Baldwins Lane is located off the Stratford Road (A34) and the property itself is close to the junction with Gracemere Crescent.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Front Reception, Rear Reception, Lean to and Kitchen

First Floor:

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

Outside:

Front: Paved foregarden and shared driveway leading to garage

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

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28 Grange Drive, off Chester Road, Streetly, Sutton Coldfield, West Midlands B74 3DT

Property Description:

A well laid out and presentable, modern purpose built apartment situated on the second floor of an attractive three storey block and forming part of a recent development known as Grange Drive which is located off Chester Road close to the junction with Hardwick Road. The property benefits from security door entry system, UPVC double glazed windows, electric heating, two bedrooms, two bathrooms and two parking spaces and is conveniently located within approximately half a mile distance from Sutton Park. The property is currently let on a Shorthold Periodic Tenancy at a rental of £625 per calendar month (£7500 per annum)

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system

Second Floor:

Large Reception Hall with store cupboard, Master Bedroom with built in wardrobe and En-suite Shower Room having pedestal wash basin and wc, Bedroom Two, Bathroom with panelled bath with shower attachment, pedestal wash basin and wc, Lounge/Dining Room with French doors and a Kitchen with extensive range of wooden fronted units incorporating a built in oven, hob, cooker hood, integrated fridge, freezer, washer dryer and dishwasher

Outside:

Communal gardens and two allocated parking spaces

Leasehold Information:

Lease Term:

125 years from 1st July 2004

Ground Rent and Service Charge:

Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

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5 Hilton Drive, Sutton Coldfield, West Midlands B72 1EQ

Property Description:

An extended detached property of brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden and driveway allowing for off road parking and giving access to garage. The property benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating, Conservatory and is offered for sale in presentable condition. Hilton Drive is located off Hillcrest Road which in turn can be found off Oakhurst Road. The property is within walking distance to Birmingham Road (A5127) and is within a quarter of a miles distance from the main shops and amenities located in Wylde Green. The property is also within approximately one and a quarter miles distance from Sutton Coldfield centre.

Accommodation:

Ground Floor:

Entrance Hallway, L shaped Lounge, Conservatory, Kitchen/Diner and WC, stairs to

First Floor:

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

Outside:

Front: Lawned foregarden and driveway giving access to garage

Rear: Lawned garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233



LOT 66

4 Apollo Way, Handsworth, Birmingham B20 3ND

Property Description:

A substantial detached property of traditional brick construction surmounted by a pitched roof. The property is currently let on a Assured Shorthold Tenancy at a rental of £120 per week (£6,240 per annum).

The property itself benefits from gas fired central heating, UPVC double glazing, off road parking and integral garage. Apollo Way itself is located directly off Livingstone Road which in turn is directly off Westminster Road. Birmingham City Centre is approximately 3 miles to the South.

Accommodation:

Ground Floor:

Reception Hall, Living Room, Kitchen.

First Floor:

Stairs and landing, Three Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

Freehold Investment



Front: Lawned garden with off road parking and integral garage.

Rear: Lawned garden with brick built store.

Vendors Solicitors

Refer to Auctioneers

Viewings

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LOT 67

Freehold Investment



78 Leasow Drive, Edgbaston, Birmingham B15 2SW

Property Description:

A double fronted modern mid terraced property located in a quiet residential Cul-De-Sac and benefiting from substantial well laid out accommodation with UPVC Double Glazing and Central Heating. The property is currently let on an Assured Shorthold Tenancy at a rental of £1,000 per calendar month (£12,000 per annum), and is presently arranged as 5 individual letting rooms. The property itself is located in a predominantly residential area within close proximity to Harborne Lane (A4040).

Accommodation:

Ground Floor:

Reception Hall, Living Room, Kitchen, Two Reception Rooms (Bedroom 1/Bedroom 2)

First Floor:

Stairs and Landing, Three Bedrooms, Two Shower Rooms, and Separate W/C.

Outside:

Front: Lawned Foregarden

Rear: Lawned Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

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LOT 68**Freehold Vacant Possession**

**44 Cedar Road, Dudley,
West Midlands
DY1 4HW**

Property Description:

A mid terraced house of brick construction with part rendered elevations surmounted by a pitched interlocking tile clad roof and benefiting from UPVC replacement windows, gas fired central heating and three bedrooms. The property is situated close to the junction with Bluebell Road and Cedar Road leads directly off Priory Road (A4168). Dudley Town Centre is within approximately half a mile distance and Cedar Road provides direct access to Wren's Nest Nature Reserve and Park. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £475 per calendar month (£5,700 per annum).

Accommodation:**Ground Floor:**

Entrance Hall, Lounge, Full Width Dining Kitchen

First Floor:

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

**Outside:**

Front: Tarmacadamed forecourt providing off road parking and shared pedestrian entry access leading to rear

Rear: Yard and garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LOT 69**Leasehold Vacant Possession**

**7 Brandhall Court,
Wolverhampton Road,
Oldbury, West Midlands
B68 8DE**

Property Description:

A two bedroom duplex flat located on the second and third floor of a purpose built block. The flat offers well laid out accommodation which include UPVC double glazed windows, electric heating, a garage located in a separate block and well maintained communal gardens. Brandhall Court is located off the Wolverhampton Road (A4123) and backs on to Brandhall Golf Course, and is located close to the junction with The Queensway. The Wolverhampton Road itself provides direct access to junction 2 of the M5 motorway being within approximately one and a half miles distance and easy access to Birmingham City Centre.

Accommodation:**Ground Floor:**

Communal entrance and stairs

First Floor:

Entrance Hallway, Kitchen, Living Room,

Second Floor:

Two Bedrooms and shower room having Shower Cubicle, pedestal wash



basin and WC

Outside:

Communal Gardens and Garage.

Leasehold Terms

Term: 99 Years from the 25th March 1999

Service Charge: Refer to Legal Pack

Ground Rent: One Peppercorn

Vendors Solicitors

Refer to Auctioneers

Viewings

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**17 Clarence Street,
Dudley,
West Midlands DY3 1UP**

Property Description:

A mid terraced property of rendered brick construction surmounted by an interlocking tile clad roof directly fronting the pavement. The property benefits from having been refurbished to include UPVC double glazed windows, gas fired central heating and modern bathroom fittings. Clarence Street is a continuation of Dudley Road (A459) which in turn gives direct access to Dudley centre which provides a wide range of shops, amenities and bars and being within approximately a mile and a half distance.

Accommodation:

Ground Floor:

Lounge, Kitchen/Diner, Cellar

First Floor:

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



Outside:

Rear: Lawned garden with brick built store

Vendors Solicitors

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LEGAL PACKS

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

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

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2 Glenthorne Road, Erdington, Birmingham B24 9RB

Property Description:

A mid terraced house of rendered brick construction surmounted by a pitched slate clad roof, set back from the road behind a lawned foregarden and benefiting from gas fired central heating, UPVC double glazed windows, Three Bedrooms and a garage located at the rear. Glenthorne Road leads off Bromford Crescent which in turn leads off Bromford Lane (A4040) and the property is conveniently within approximately three quarters of a mile distance from Erdington High Street which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Entrance Hall, Full Width Lounge, Kitchen, Bathroom with panelled bath, vanity wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

Front: Lawned foregarden

Rear: Paved yard/garden, gated access to a shared yard and driveway containing a separate freestanding garage

Leasehold Information:

Lease Term: 99 years from 29th September 1969

Ground Rent: £25 per annum

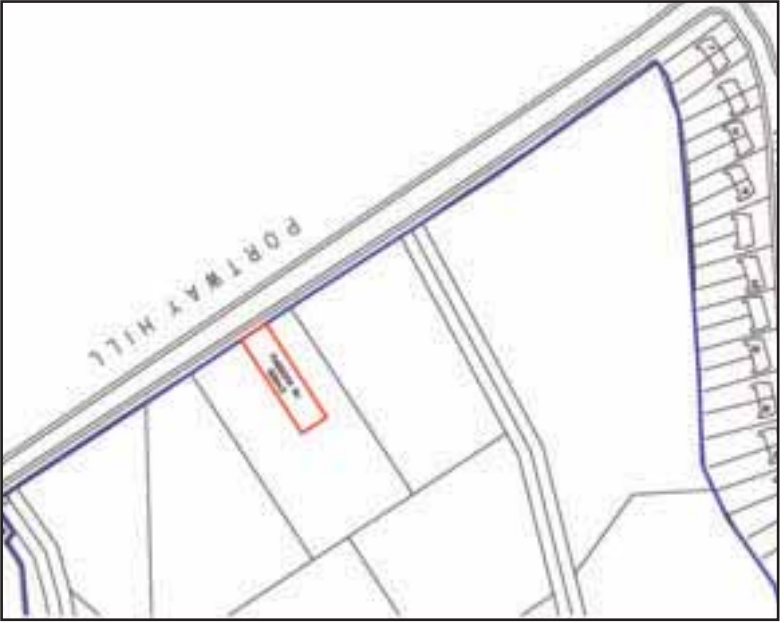
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Paddock 6C, Portway Hill, Rowley Regis, West Midlands

Property Description:

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

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Plot 16, Little Hay Lane, Shenstone, Staffordshire

Description:

A parcel of land extending to approximately 404 sq m (0.1 acres) and currently comprising of open countryside within the Green Belt and on the outskirts of the village of Little Hay, located approximately three miles north of Sutton Coldfield Town Centre and with convenient access to the new M6 Toll Road, cities of Lichfield and Birmingham, The Belfry and the NEC. The plot forms part of a proposed development and is offered as a potential single building plot for possible future development of one detached property if planning consent is granted at some future date.

All planning enquiries should be taken up with Lichfield District Council, Planning Department on 01543 308197. The original land owners will be responsible for the ongoing maintenance and upkeep of the site until such time as and if any planning approvals may be granted.

Vendors Solicitors

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1 Robert Road, Tipton, West Midlands DY4 9BJ

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, occupying a substantial corner plot which further contains a large block built garage/ workshop. The property benefits from mostly double glazed windows, gas fired central heating and provides well laid out accommodation which includes three bedrooms. Robert Road leads off Alexandra Road and the property is conveniently located within walking distance from both Tipton Town Centre and Railway Station.

Accommodation:

Ground Floor:

Porch, Reception Hall, Lounge, Sitting Room, Dining Kitchen with pantry, Veranda with wc and brick built store

First Floor:

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

Outside:

Front: Walled foregarden extending to a large side garden

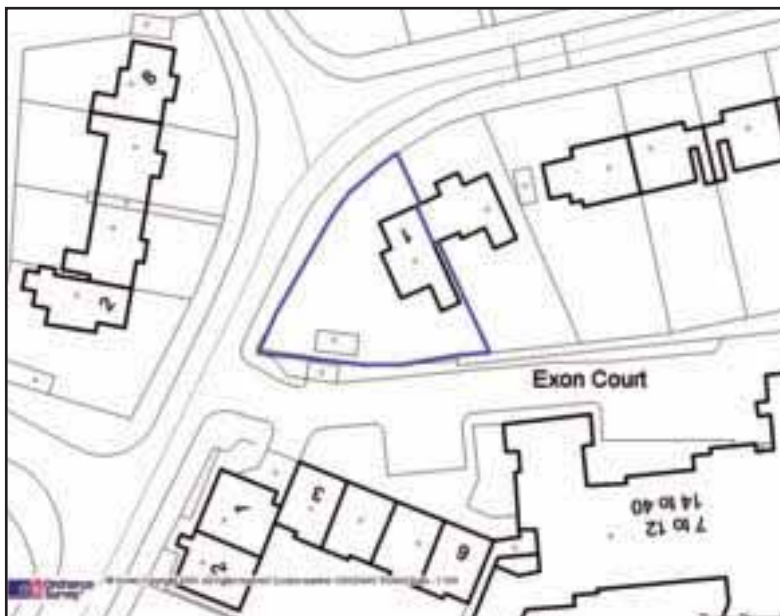
Rear: Paved yard/patio area, tarmacadamed parking area and concrete driveway leading to a substantial block built garage/workshop

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50 Philip Road, Tipton, West Midlands DY4 7JJ

Property Description:

A semi detached property surmounted by a hipped tile clad roof set back from the road behind a gravelled foregarden and block paved driveway allowing for off road parking and access to garage. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and is generally offered for sale in presentable condition. Philip Road is located off Cophall Street which in turn can be found off Sheepwash Lane (B4166).

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen and Dining Area, Utility Room and Garage, stairs to first floor

First Floor:

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

Outside:

Front: Gravelled and block paved foregarden

Rear: Lawned Garden

Vendors Solicitors

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Viewings

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12 The Coppice, Handsworth Wood, Birmingham B20 2AD

Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from part UPVC double glazed windows, mostly gas fired central heating and a garage but requiring some modernisation and cosmetic improvement throughout. The property occupies a corner plot which widens considerably towards the rear and is located at the head of a cul-de-sac which leads off Denewood Avenue and forms part of a popular residential area.

Accommodation:

Ground Floor:

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Veranda/Utility Area, Cloak Room with wc

First Floor:

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

Outside:

Front: Foregarden and a Tarmacadamed Driveway providing access to a garage

Rear: Double width lawned garden

Vendors Solicitors

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Viewings

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**29 Hernefield Road, Shard End,
Birmingham B34 6PT**

Property Description:

An end terraced house of rendered brick construction surmounted by a pitched interlocking tile clad roof and providing well laid out accommodation benefiting from gas fired central heating, UPVC double glazed windows and external doors, mature rear garden and a garage located to the rear. Hernefield Road leads off Heathland Avenue which in turn leads off Bradford Road (B4114) which provides access to a range of local retail services and amenities located at both Castle Bromwich and The Fox and Goose, Hodge Hill.

Accommodation:
Ground Floor:

Porch, Reception Hall, Through Lounge/Dining Room, Sun Room, Kitchen with a range of fitted units, Veranda/Covered Side Entrance, Utility/Shower Room, Cloak Room with wc and wash basin

First Floor:

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

Outside:

Front: Gravelled foregarden

Rear: Yard with a well maintained lawned garden, gravelled side yard, paved storage area and a freestanding garage accessed by way of a shared driveway

Leasehold Information:

Lease Term: 99 years from 1st May 2000

Ground Rent: £75 per annum (rising during the term)

Vendors Solicitors

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33 Osborne Road, Handsworth, Birmingham B21 9EG

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, UPVC double glazed windows and gas fired central heating. Osborne Road is located off Grove Lane which in turn can be found from Soho Road. The property is approximately within a quarter of a miles distance from the main shops and amenities located on the Soho Road (A41).

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room and Kitchen, stairs to first floor

First Floor:

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

Outside:

Front: Walled foregarden

Rear: Garden

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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





Land Adj 91 Tedbury Crescent, Erdington, Birmingham B23 5NG

Description:

A parcel of freehold land located adjacent to 91 Tedbury Crescent and occupying a prominent corner position at the junction with Court Farm Road. The land extends to an area of 280sq.m. (3013 sq. ft.) and forms part of a predominantly residential area located between Court Lane and Short Heath Road and conveniently within approximately one mile distance from both Erdington Railway Station and Erdington High Street which provides a wide range of retail amenities and services.



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16 Chepstow Way, Bloxwich, Walsall WS3 2NB

Property Description:

A mid terraced property surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Chepstow Way can be located off Sneyd Lane (A4124) which provides easy access to the main shopping area in Bloxwich being within approximately three quarters of a mile distance.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Kitchen and WC, stairs to

First Floor:

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

Outside:

Front: Lawned foregarden

Rear: Paved yard and access for off road parking

Vendors Solicitors

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The Repeater Station, Tamworth Road, Middleton, Nr Sutton Coldfield, West Midlands B78

Site Description:

A parcel of freehold land, extending to approximately 140 sq m (1506 sq.ft.), containing a brick building, previously used by British Telecom, and situated in a rural area directly fronting onto Tamworth Road (A4091) and lying approximately half way between Brick Kiln Lane and Wishaw Lane. The Belfry Hotel is located approximately one and a half miles distance to the south of the site. Part of the site has been surfaced to provide car parking.

Planning:

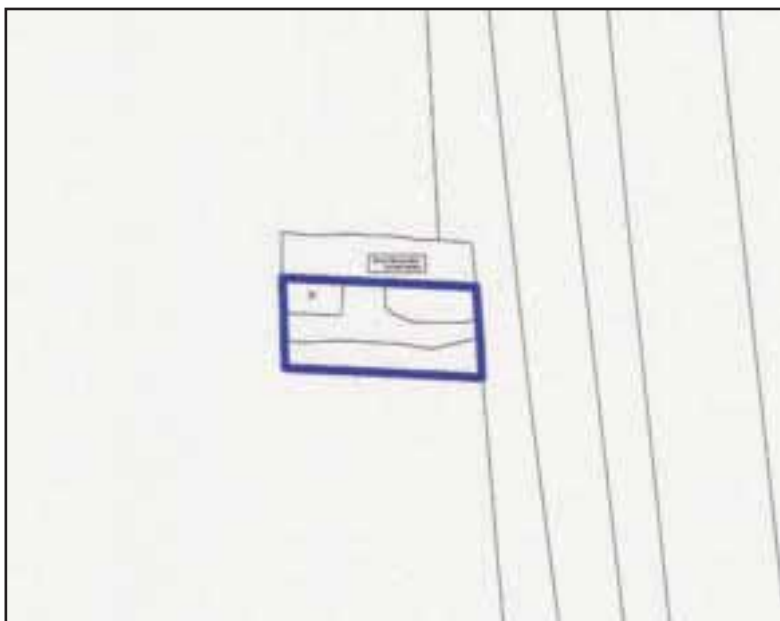
The site was granted a Telecommunications Determination by North Warwickshire Borough Council (Ref: PMIDXX/0096/2002/TCE and dated 20 March 2002) for the erection of a 15 metre monopole, 3 no: antennae, 3 no: transmission dishes and equipment cabin. The decision notice does not provide a date when the determination lapses.

Vendors Solicitors

Refer to Auctioneers

Viewings

External Viewings Only





69 Viceroy Close, Edgbaston, Birmingham B5 7UU

Property Description:

A ground floor two bedroom mansion style apartment located in a purpose built block set back from the road behind large well maintained communal gardens. The property benefits from having well laid out accommodation, however does require some modernisation and improvement. Viceroy Close is an established and highly regarded development conveniently located off the Bristol Road (A38) which provides direct access via public or private transport to Birmingham City Centre being within approximately one miles distance.

Accommodation:

Ground Floor:

Communal Entrance and Hallway, Entrance Hallway, Lounge/Dining Room, Kitchen, two Bedrooms, Bathroom having panelled bath, pedestal wash basin and WC, separate WC

Outside:

Communal gardens and parking

Leasehold Information:

Term: 56 years from 24 June 1978

Ground Rent: £45 rising to £90

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

ADMINISTRATION FEE

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

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





13 Colliery Row, Church Gresley, Swadlincote, Derbyshire DE11 9L

Property Description:

A traditional mid terraced cottage of brick construction surmounted by a pitched tile clad roof, set back from the road behind a forecourt and requiring complete modernisation and improvement throughout. Colliery Row comprises of a small terrace of former miners' cottages and is situated off George Street and conveniently within approximately one mile distance to the South of Swadlincote Town Centre which provides access to a wide range of retail shops, supermarkets and amenities.

Accommodation:

Ground Floor:

Breakfast Kitchen, Lobby, Bathroom with panelled bath, pedestal wash basin and wc, Sitting Room

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

Front: Concrete forecourt

Rear: Garden

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2 Link Road, Edgbaston, Birmingham B16 0EP

Property Description:

A traditional three storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from part double glazed windows but requiring complete modernisation and improvement throughout including the provision of a bathroom. The property is situated close to the junction with Gillott Road and forms part of an established residential area, popular with investors and containing a range of similar three storey properties.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall with cellar access, Front Reception Room, Rear Reception Room with pantry, Kitchen

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double) intercommunicating with Bedroom Three (single)

Second Floor:

Stairs to Bedroom Four (double)

Outside:

Front: Paved and walled foregarden

Rear: yard, brick built wc and store and enclosed garden with rear pedestrian access

Vendors Solicitors

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“Please note that due to the provisions of Section 36 Charities Act 1993, this property cannot be sold to any person who falls within the definition of a “connected person” as contained in the Act. This means that this property cannot be sold to anybody who is:

- A Trustee of one of the seven charities listed below;
- A person who has donated land to any of the charities listed below;
- An employee, officer or agent of any of the charities listed below;
- A spouse or close relation of a trustee, person who has donated land or employee, officer or agent of the charity;
- An institution controlled by anyone acting in that capacity.

Furthermore, a corporate body in which any of the connected persons mentioned has a substantial interest cannot purchase this property. The charities in question are The National Animal Welfare Trust, Birmingham Dogs Home, The Holly Trees Animal Rescue Trust, The Mabel Jenkins Shelter, Cats Protection, Cats Protection (South Birmingham Branch) and the Peoples Dispensary for Sick Animals. If you believe that you may be classed as a “connected person” we suggest that you contact the relevant charity in order to discuss your position and ascertain whether it is appropriate for you to continue to express your interest in the property during the course of the auction. Please note that the eventual purchaser of the property will be entering a binding contract on the drop of the auctioneer’s hammer to confirm that they are not a “connected person” falling within the definition contained in Schedule 5 (Section 36) of the Charities Act 1993”





4 Laurel Road, Handsworth, Birmingham B21 9PE

Property Description:

A purpose built first floor flat forming part of a two storey block constructed of brick and surmounted by a pitched tile clad roof, providing well laid out accommodation benefiting from two double bedrooms, gas fired central heating and UPVC double glazed windows. The property is situated at the junction with Laurel Road and Oxhill Road (A4040) and is conveniently within approximately three quarters of a mile distance from Soho Road which provides access to a wide range of amenities and services.

Accommodation:

Ground Floor:

External Stairs leading to:

First Floor:

Reception Hall, Bathroom with panelled bath, wash basin and wc, Kitchen, Lounge, Two Double Bedrooms

Outside:

Landing area with brick built store and communal gardens

Leasehold Information:

Lease Term: 125 years from 21st February 2004

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Vendors Solicitors

Refer to Auctioneers

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Via Cottons – 0121 247 2233

IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 21st February 2008 at Villa Park, 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.





43 North Crescent, Featherstone, Wolverhampton WV10 7BA

Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and external doors, solid fuel central heating and off road parking. North Crescent is situated off The Avenue which in turn leads off Cannock Road (A460) and Featherstone comprises of a small village located to the North of the Wolverhampton conurbation and conveniently within a quarter of a mile distance from M54 Motorway (junction 1) which provides direct access to the Midlands Motorway Network.

Accommodation:

Ground Floor:

Porch, Full Length Living Room, Dining Room, Kitchen with solid fuel range/stove

First Floor:

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

Outside:

Front: Lawned foregarden and block paved driveway, pedestrian side access to rear

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

LEGAL PACKS

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

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





9 Bennett Avenue, Dudley, West Midlands DY1 4NX

Property Description:

A semi detached property of part rendered brick construction surmounted by a hipped interlocking tile clad roof and set back from the road behind a walled and lawned foregarden. The property benefits from having well laid out accommodation and includes UPVC double glazed windows and gas fired central heating. Bennetts Avenue is a cul-de-sac located off Flavell Street which in turn is located off Branford Drive. The property is within approximately a mile and a half distance from the main shopping area located in Dudley.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby having WC and brick built store, stairs and landing to first floor

First Floor:

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

Outside:

Front: Lawned foregarden

Rear: Lawned garden and Patio

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





46 Poole Crescent, Harborne, Birmingham B17 0PB

Property Description:

A three bedroom mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a paved driveway allowing for off road parking. The property benefits from having well laid out accommodation and has been refurbished to include UPVC double glazed windows, gas fired central heating and modern kitchen fitments. Poole Crescent is located off Quinton Road which in turn can be found off Harborne Lane (A4040). The property is within approximately half a miles distance from the University of Birmingham as well as the Queen Elizabeth Hospital. The property is also within a quarter of a mile distance from the High Street located in Harborne which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Lounge, Kitchen, Bathroom having panelled bath with electric shower over, pedestal wash basin and WC, stairs to first floor

First Floor:

Three Bedrooms

Outside:

Front: Garden providing off road parking

Rear: Patio and lawned area

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233





198 Dyas Avenue, Great Barr, Birmingham B42 1HG

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, requiring complete repair and modernisation throughout. The property is situated opposite the junction with Rockford Road and Dyas Avenue forms part of an established residential area leading directly between Old Walsall Road (B4124) and Walsall Road (A34). The property is located within approximately three quarters of a mile distance from The Scott Arms Shopping Centre which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom

Outside:

Front: Foregarden, pedestrian side access to rear

Rear: Garden

Vendors Solicitors

Refer to Auctioneers

Viewings

Via Cottons – 0121 247 2233

IMPORTANT NOTICE:

All persons viewing this property should do so with utmost caution and entirely at their own risk



IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Thursday 11th September 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



PRELIMINARY ANNOUNCEMENT

Freehold Retail Investment

**107 - 112 Three Shires, Oak Road,
Bearwood B66 4BL**



**107 - 112 Three Shires, Oak Road,
Bearwood B66 4BL**

A Retail Investment comprising 6 Shops
and 6 Flats currently producing
£79,360 per annum with 2 of the first floor
flats vacant at present.

Estimated Total Income when fully
let £89,860 per annum.

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FOR SALE IN OUR SEPTEMBER AUCTION
ALL ENQUIRIES TO
JOHN DAY OR STEVE SMITH
0121 247 2233**



COTTONS
THE AUCTIONEERS



PRELIMINARY ANNOUNCEMENT

Freehold Industrial Investment

**Belper Enterprise Park, Greet's Green Road,
West Bromwich, West Midlands B70 9EN**



**Belper Enterprise Park, Greet's Green Road,
West Bromwich, West Midlands B70 9EN**

Current Rental £29,470 per annum.

Projected Rental £45,970 per annum.

Floor Area 9,590 sq.ft (891 sq.m's).

Site Area approx 1.3 acres (5,260 sq.m's).

Redevelopment/Sale Prospects of Part of Estate.

The site is located approx 3 miles west of West Bromwich Town Centre on Greet's Green Road close to the Junction of Oldbury Road (B4166) and Ryders Green Road (B4149), and comprises a small Industrial Estate which is developed and landscaped with a range of small warehouse/industrial units extending to 9,590 sq.ft. (891 sq.m's) with large areas of surfaced tarmac.

The majority of the occupants are on full repairing and insuring leases.

For further details contact



**C.E.A. Caddick
Tel: 01384 456789**



**John Day
0121 247 2233**



See us at
this auction



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COTTONS CHARTERED SURVEYORS

TERMS & CONDITIONS

FOR PROXY/TELEPHONE BIDS

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

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

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

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

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

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

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

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

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

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

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

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

 COTTONS CHARTERED SURVEYORS
PROXY BID FORM/TELEPHONE BID FORM

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

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

TYPE OF BID
(please tick)

☐

☐

TELEPHONE
PROXY

BIDDER INFORMATION

Name

Address

Contact number

Contact number for telephone bid on Auction Day

SOLICITOR INFORMATION

Name

Address

Telephone number

Contact

BID INFORMATION

LOT

Address

Maximum Bid
(proxy only)

Maximum Bid
(words)

DEPOSIT

Deposit

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

Deposit (words)

I confirm that I have read all Terms & Conditions

Signed

Date

IMPORTANT NOTICE



We are currently updating our mailing list so, if you require a catalogue for our next Thursday 11th September 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip below and either hand it to us at the auction or post it to us at the address below. If we do not receive this then your details will be erased from our Mailing List. Alternatively, you may wish to subscribe to our annual Mailing List at cost of £25.00 including VAT which should be enclosed when you return this form to receive Catalogues for the next 12 months from the date of subscription.

Name

Address

Telephone No's

Date

Signature

Cottons

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361 Hagley Road
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West Midlands
B90 4AQ**

**305 Bearwood Road
Smethwick,
West Midlands, B66 4DP**

Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 2 October 2005) Reproduced with the consent of the RICS Real Estate Group with the support of the Commercial and Residential Property Faculties.
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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 conveyancer and, in appropriate cases, a chartered surveyor and an accountant
- Read the conditions
- Inspect the lot
- Carry out usual searches and make usual enquiries
- Check the content of all available leases and other documents relating to the lot
- Check that what is said about the lot in the catalogue is accurate
- Have finance available for the deposit and purchase price
- Check whether **VAT** registration and election is advisable.

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

In the **conditions** wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words
- a 'person' includes a corporate body
- words of one gender include the other genders and where the following words appear in blue they have the specified meanings:

Actual completion date

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

Addendum

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

Agreed completion date

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

Arrears

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

Auction

The auction advertised in the **catalogue**

Auctioneers

The auctioneers at the **auction**

Business day

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

Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** all obligations can be enforced against them jointly or against each of them separately

Catalogue

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

Completion

Completion of the sale of the **lot**

Conditions

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

Contract

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

Contract date

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

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

Documents

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

Extra conditions

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

General conditions

The conditions so headed

Interest rate

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

Lot

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

Old arrears

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

Particulars

The section of the **catalogue** that contains descriptions of each **lot**

Practitioner

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

Price

The price that the **buyer** agrees to pay for the **lot**

Ready to complete

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all financial charges secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**

Sale memorandum

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

Seller

The person selling the lot

Special conditions

The conditions so headed that relate to the **lot**

Tenancies

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature

VAT election

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

We (and **us** and **our**)

The **auctioneers**

You (and **your**)

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

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

Our role

As agents for each **seller** we have authority to:

- prepare the **catalogue** from information supplied by or on behalf of each **seller**
- offer each **lot** for sale
- sell each **lot**
- receive and hold deposits
- sign each **sale memorandum**
- treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by the **conditions**. **Our** decision on the conduct of the **auction** is final.

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

Bidding and reserve prices

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

The particulars and other information

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

The contract

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

- provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity that complies with money laundering regulations)
- sign the completed **sale memorandum** and
- pay the deposit and if **you** do not **we** may either:
- as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- sign the **sale memorandum** on **your** behalf. Deposits must be paid by cheque or by bankers' draft drawn in **our** favour on a UK clearing bank or building society. The **catalogue** states whether **we** also accept debit or credit cards.

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

If **you** make a successful bid for a **lot**:

- **You** are personally liable to buy it even if **you** are acting as an agent. It is **your** responsibility to obtain an indemnity from the person for whom **you** are the agent
- Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**
- If the **buyer** does not comply with its obligations under the **contract** **you** are personally liable to buy the **lot** and must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

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

1. The lot

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

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

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

- (a) matters registered or capable of registration as local land charges
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute
- (c) notices, orders, demands, proposals and requirements of any competent authority
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health
- (e) rights, easements, quasi-easements, and wayleaves
- (f) outgoing and other liabilities
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them
- (i) anything the **seller** does not and could not reasonably know about and where any such matter would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against liability.

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

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

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

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

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

1.8 The **buyer** is not relying on the information contained in the **particulars** or in any replies to preliminary enquiries but on the **buyer's** own verification of that information.

If any information is not correct any liability of the **seller** and any remedy of the **buyer** are excluded to the extent permitted by law.

2. Deposit

2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum), and
- (b) 10% of the **price** exclusive of **VAT**.

2.2 The deposit:

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

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

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

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

3. Transfer of risk and insurance

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

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

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

- (a) must produce to the **buyer** on request relevant insurance details
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due
- (c) gives no warranty as to the adequacy of insurance
- (d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on any insurance policy that does not cover a contracting purchaser
- (e) must, unless otherwise agreed, cancel the insurance at **completion**
- (f) is to hold in trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** and the **buyer** must on **completion** reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from and including the **contract date**

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

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

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

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

4. Title

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

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

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

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

(c) the **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that:

- (a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the **buyer** and
- (b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state or condition of the **lot** where the **lot** is leasehold property.

4.4 If title in the course of registration title is to consist of certified copies of:

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

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

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

5. Transfer

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

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

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

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

6. Completion

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

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

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

- (a) direct transfer to the **seller's** conveyancer's client account and
- (b) the release of any deposit held by a stakeholder.

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

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

6.6 Where applicable the **contract** remains in force following **completion**.

7. Notice to complete

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

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

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

- (a) rescind the **contract**
- (b) claim the deposit and any interest on it if held by a stakeholder
- (c) forfeit the deposit and any interest on it
- (d) resell the **lot** and
- (e) claim damages from the **buyer**.

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

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

8. If the contract is brought to an end

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

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

9. Landlord's licence

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

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

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

9.4 The **seller** must:

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

9.5 The **buyer** must:

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

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

10. Interest and apportionments

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

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

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

10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

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

10.4 Apportionments are to be calculated on the basis that:

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to a period of less than a year accrues at an equal daily rate during the period to which it relates
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to the best estimate then available and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known
- (d) rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

11. Arrears

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

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

- (a) try to collect them in the ordinary course of management but need not take legal proceedings, distrain or forfeit the **tenancy**
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment)
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order
- (e) not release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the lot prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to this condition 11.

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

12. Management

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

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

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

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph
- (c) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends, and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

13. Rent deposits

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

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

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

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach
- (b) give notice of assignment to the tenant and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

14. VAT

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

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

15. Transfer as a going concern

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

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

- (a) is registered for **VAT** and

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

15.3 The **buyer**:

(a) is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group

(b) has made, or will make before **completion**, a **VAT election** in relation to the **lot**

(c) is to give to the **seller** as early as possible before the **agreed completion date** evidence of the **VAT** registration and that a **VAT election** has been made and notified in writing to HM Revenue and Customs

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

14.1 applies at **completion**.

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

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

(b) collect the rents payable under the **tenancies** and charge **VAT** on them

15.5 Unless the **seller** obtains agreement to the contrary from HM Revenue and Customs

(a) the **seller** must on or as soon as reasonably practicable after **completion**

transfer to the **buyer** all **VAT** records for the **lot** and

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

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

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

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

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

16. Capital allowances

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

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

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

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

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

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

17 Maintenance agreements

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

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

18. Landlord and Tenant Act 1987

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

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

19. Sale by practitioner

19.1 This condition applies where the sale is by a **practitioner** as agent of the **seller**.

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

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

19.4 The **lot** is sold:

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

(b) whether or not vacant possession is provided

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

(d) with no title guarantee. and the **buyer** has no right to rescind the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

19.5 Where relevant:

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

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

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

20. TUPE

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

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

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

21. Environmental

- 21.1 This condition only applies where the **special conditions** so provide.
- 21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.
- 21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

22. Service charge

- 22.1 This condition applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
- 22.2 No apportionment is to be made at **completion** in respect of service charges.
- 22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
 - (a) service charge expenditure attributable to each **tenancy**
 - (b) payments on account of service charge received from each tenant
 - (c) any amounts due from a tenant that have not been received
 - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- 22.4 In respect of each **tenancy**, if the service charge account shows that:
 - (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds and in respect of payments on account that are still due from a tenant **condition 11 (arrears)** applies.
- 22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay any incurred in respect of the period before **actual completion date** and the **buyer** must pay any incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
- 22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure:
 - (a) the **seller** must assign it (including any interest earned on it) to the **buyer** on **completion** and
 - (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

23. Rent reviews

- 23.1 This condition applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
- 23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.
- 23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.
- 23.4 The **seller** must:
 - (a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers, and
 - (b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.
- 23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- 23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
- 23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.
- 23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

24. Tenancy renewals

- 24.1 This condition applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and

references to notices and proceedings are to notices and proceedings under that Act.

24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

24.4 Following **completion** the **buyer** must:

- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings
- (b) use all reasonable endeavours to 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
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

25. Warranties

25.1 Available warranties are listed in the **special conditions**.

25.2 Where a warranty is assignable the **seller** must:

- (a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty
- (b) apply for, and the **seller** and the **buyer** must use all reasonable endeavours to obtain, any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

25.3 If a warranty is not assignable the **seller** must on **completion**:

- (a) hold the warranty on trust for the **buyer**
- (b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

27. Notices and other communications

27.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is given when delivered or received. If delivered or received after 1700 hours on a **business day** it is to be treated as received on the next **business day**.

27.3 If a communication is to be relied on that is not delivered by hand or otherwise proved to have been received it must be sent by first-class registered or recorded delivery post to the address of the person to whom it is to be given as specified in the **sale memorandum**. Such a communication will be treated as received on the second **business day** after it has been posted.

28. Contracts (Rights of Third Parties)

Act 1999

The **contract** is enforceable only by the **seller** and the **buyer** and (if applicable) their successors in title and, to the extent permitted by the **conditions**, by the **auctioneers**.

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