

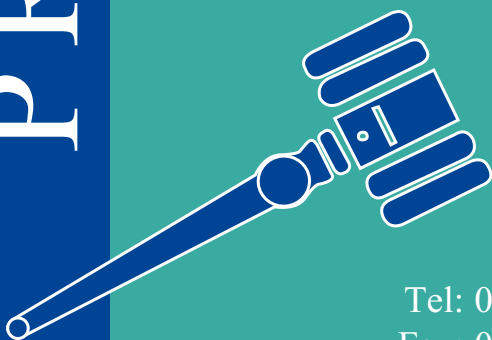
# PROPERTY AUCTION

## Cottons

Chartered Surveyors

**THURSDAY  
22ND OCTOBER 2009  
AT 11.00 AM**

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



Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

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

## **CONDITION OF SALE**

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

## **AUCTIONEERS ADVICE**

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

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

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

3. 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.

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

5. 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.

6. 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.

7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

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. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

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 is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable 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 £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.

## **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

## 57 LOTS

Comprising a range of Residential and Commercial Vacant and Investment Properties along with Building Plots, Land, and a Freehold Former Public House:

- 9 Freehold Vacant Residential Properties
- 20 Residential Investment Properties
- 5 Leasehold Vacant Residential Properties
- 4 Freehold Vacant Commercial Properties
- 1 Freehold Commercial Investment Property
- 5 Building Plots and Land
- 1 Leasehold Vacant Commercial Property
- 1 Freehold Pt Investment/Vacant Commercial Property
- 1 Freehold Former Public House

### ORDER OF SALE

#### Lot Property

1. 23 LONGMOOR ROAD, SUTTON COLDFIELD, WEST MIDLANDS B73 6UB
2. 84 MEADWAY, KITTS GREEN, BIRMINGHAM, B33 8LX
3. 304 OXHILL ROAD, HANDSWORTH, BIRMINGHAM, B21 8EU
4. 30 CAROLINE STREET, DUDLEY, WEST MIDLANDS DY2 7DY
5. 116 PARK STREET, KIDDERMINSTER, WORCESTERSHIRE DY11 6TR
6. 51 NIMMINGS ROAD, HALESOWEN, WEST MIDLANDS B62 9JE
7. 28 AVON ROAD, HALESOWEN, WEST MIDLANDS B63 2NA
8. 55 COPE STREET, WALSALL, WS3 2AT
9. 55 HOLDER ROAD, YARDLEY, BIRMINGHAM, B25 8AP
10. 33 WILLINGSWORTH ROAD, WEDNESBURY, WEST MIDLANDS WS10 7NL
11. 100 SAMPSON ROAD, SPARKBROOK, BIRMINGHAM, B11 1LD
12. 15B DURBERVILLE ROAD, WOLVERHAMPTON, WV2 2ET
13. 17 TUDOR ROAD, NUNEATON, WARWICKSHIRE CV10 9EE
14. 17A RAMSDEN AVENUE, NUNEATON, WARWICKSHIRE CV10 9EB
15. 67 HILTON ROAD, LANESFIELD, WOLVERHAMPTON, WV4 6DT
16. 23 LOMOND ROAD, DUDLEY, WEST MIDLANDS DY3 3RY
17. 27 BROADWAY PLAZA, LADYWOOD MIDDLEWAY, BIRMINGHAM, B16 8LP
18. 66 PRIESTLEY ROAD, WALSALL, WS2 7JB
19. 2 & 4 TRAFALGAR ROAD, HANDSWORTH, BIRMINGHAM, B21 9NH
20. 20 GREENHILL ROAD, MOSELEY, BIRMINGHAM, B13 9SR
21. THE WHEEL, 96 LINDON ROAD, BROWNHILLS, WALSALL, WS8 7BW
22. 50 TALBOT STREET, WINSON GREEN, BIRMINGHAM, B18 5DG
23. UNIT 1 HARTOPP ROAD R/O 110 COLLEGE ROAD, ALUM ROCK, BIRMINGHAM
24. 16 NORTH ROUNDHAY, STECHFORD, BIRMINGHAM, B33 9PB
25. 16 WATNEY GROVE, KINGSTANDING, BIRMINGHAM, B44 0AX
26. 120 BARLOW ROAD, WEDNESBURY, WEST MIDLANDS WS10 9QB
27. 42 EASTFIELD GROVE, WOLVERHAMPTON, WV1 2RF
28. 3 KEATS ROAD, WOLVERHAMPTON, WV10 8NA
29. 43 GLYN AVENUE, BILSTON, WEST MIDLANDS, WV14 8NN
30. 5 ST. CLEMENTS ROAD, NECHELLS, BIRMINGHAM, B7 5AF
31. UNIT 2 GREAT BRIDGE INDUSTRIAL EST, BRIDGE ROAD, TIPTON, DY4 0HR



32. 33 TERN GROVE, KINGS NORTON, BIRMINGHAM, B38 9DN
33. 254 PINEAPPLE ROAD, STIRCHLEY, BIRMINGHAM, B30 2TY
34. LAND BEHIND 234- 228 STOURBRIDGE ROAD, HALESOWEN, WEST MIDS
35. BLDG PLOT ADJ. 149 WOODVILLE ROAD, OVERSEAL, SWADLINCOTE,
36. GARAGE REDEVELOPMENT SITE R/O 46 TO 72A DEANS ROAD, WOLV, WV1 2BH
37. LAND 6F, PORTWAY HILL, TIVIDALE, WEST MIDLANDS
38. LAND TO WEST OF WOLVERHAMPTON ROAD, TIVIDALE, WEST MIDLANDS
39. 74 CHURCH ROAD, ASTON, BIRMINGHAM, B6 5TY
40. 8-12 BARNFIELD ROAD, TIPTON, WEST MIDLANDS DY4 9DE
41. APART 1, LUDGATE COURT, 191 LAKES ROAD, ERDINGTON, BIRMINGHAM
42. APART 10, LUDGATE COURT, 191 LAKES ROAD, ERDINGTON, BIRMINGHAM,
43. 62 SELCROFT AVENUE, QUINTON, BIRMINGHAM, B32 2BX
44. 23 ROEDEAN CLOSE, BIRMINGHAM, B44 0HR
45. FLAT 2, HAWBUSH GARDENS, HAWBUSH ROAD, BRIERLEY HILL, DY5 3ND
46. 6 ST. PETERS ROAD, DUDLEY, WEST MIDLANDS DY2 8HS
47. 570 MOSELEY ROAD, BALSALL HEATH, BIRMINGHAM, B12 9AA
48. CEMETERY LODGE, CEMETERY LANE, HARTSHILL, NUNEATON
49. 297 QUEEN ELIZABETH ROAD, NUNEATON, WARWICKSHIRE CV10 9BS
50. 14 EDINBURGH ROAD, NUNEATON, WARWICKSHIRE CV10 9HE
51. 4 MINEHEAD ROAD, WOLVERHAMPTON
52. 18 MONUMENT AVENUE, STOURBRIDGE, WEST MIDLANDS, DY9 8XS
53. 38 NEVE AVENUE, WOLVERHAMPTON, WV10 9BU
54. 28 GILL STREET, NETHERTON, DUDLEY, WEST MIDLANDS DY2 9LQ
55. 17 COBHAM ROAD, BORDLESLEY GREEN, BIRMINGHAM, B9 4UP
56. 109 GEORGE ROAD, ERDINGTON, BIRMINGHAM, B23 7SH
57. 111 & 113 GEORGE ROAD, ERDINGTON, BIRMINGHAM, B23 7SH

## PROXY & TELEPHONE BIDDING

**We can arrange to set up Telephone or  
Proxy Bids if you are unable to attend the Auction**

**Please contact the Auction Team on**

**0121 247 2233**

**For further details and Terms & Conditions**

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

**Valuers** Ian M. Axon, Steve Smith B.Sc. Hons

**Auction Manager** Alison J. Bosworth

**Auction Team** Peter C. Longden FRICS, Mark M. Ward AssocRICS  
Kevin Hogan, Nada Turton, Jane Moran, Sharon O'Malley MNAEA,  
Tricia Doyle, Hughie McCourt and Derek Dolphin.



# 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** (Please note we only accept Visa and MasterCard)  
(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.





## 23 Longmoor Road, Sutton Coldfield, West Midlands B73 6UB

### Property Description:

A traditional semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, requiring modernisation and improvement throughout. The property is situated in a popular residential area and Longmoor Road is located off George Frederick Road which in turn leads off Sutton Oak Road (B4138). The property is within less than a quarter of a mile distance from Sutton Park (Banner's Gate Entrance). Sutton Coldfield Town Centre lies within approximately two miles distance to the east.

### Accommodation:

#### Ground Floor:

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

### First Floor:

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

### Outside:

(Front) Lawned foregarden set behind a mature hedge and a tarmacadamed driveway providing off road parking

(Rear) Side yard with gated access, patio and generous partly lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction **Thursday 3rd December 2009 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.





### 84 Meadway, Kitts Green, Birmingham B33 8LX

#### Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back behind a foregarden and situated on a service road which leads off Meadway.

The property provides well laid out accommodation benefiting from three bedrooms but requires modernisation and improvement throughout. The property is within approximately one mile's distance from both Yardley Shopping Centre and Birmingham Heartlands Hospital.

#### Accommodation:

##### Ground Floor:

Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc, Through Lounge/Dining Room, Breakfast Kitchen with pantry, Rear Entrance Hall with store

#### First Floor:

Stairs and Landing, Three Bedrooms

#### Outside:

(Front) Foregarden set behind a mature privet hedge, shared pedestrian entry access to rear

(Rear) Yard and garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## ADMINISTRATION FEE

An Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + 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. 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.





**LOT 3****Freehold Vacant Possession**

**304 Oxhill Road,  
Handsworth,  
Birmingham B21 8EU**

**Property Description:**

A traditional three storey mid terraced house of rendered brick construction surmounted by a pitched tile clad roof, set back from the road behind a forecourt. The property benefits from gas fired central heating and UPVC double glazed windows but requires modernisation and cosmetic improvement throughout. Oxhill Road (A4040) leads between Sandwell Road and Church Lane and the property is conveniently within approximately three quarters of a mile distance from Soho Road which provides access to a wide range of retail amenities and services and within approximately one and a half miles distance from the M5 Motorway (junction 1)

**Accommodation:****Ground Floor:**

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

**First Floor:**

Stairs and Landing, Bedroom One, Bedroom Two

**Second Floor:**

Stairs to Bedroom Three

**Outside:**

(Front) Concrete forecourt  
(Rear) Yard/garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 4****Freehold Vacant Possession**

**30 Caroline Street,  
Dudley, West Midlands  
DY2 7DY**

**Property Description:**

A traditional mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof having a single storey extension to the rear and benefiting from gas fired central heating, UPVC double glazed windows and modern kitchen and bathroom fitments. Caroline Street leads directly off St. Johns Road and the property is conveniently within approximately one third of a mile distance from Dudley Town Centre.

**Accommodation:****Ground Floor:**

Front Reception Room, Inner Hall with cellar access, Rear Reception Room, Breakfast Kitchen with a range of modern units including built in oven and hob, Rear Entrance Hall, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc.

**First Floor:**

Stairs and Landing, Three Bedrooms

**Outside:**

(Rear) Pedestrian entry access to yard and garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





## LOT 5

## Freehold Vacant Possession

**116 Park Street,  
Kidderminster,  
Worcestershire  
DY11 6TR**

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, offered for sale in a presentable condition benefiting from gas fired central heating and three bedrooms. Park Street leads off Castle Road and is conveniently located within approximately one quarter of a mile distance from Kidderminster Town Centre.

### Accommodation:

#### Ground Floor:

Front Reception Room, Inner Hall, Rear Reception Room with cellar access, Kitchen

#### First Floor:

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



### Second Floor:

Stairs to Bedroom Three

### Outside:

(Rear) Yard and generous partly paved garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LOT 6

## Freehold Vacant Possession

**51 Nimmings Road,  
Halesowen,  
West Midlands B62 9JE**

### 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, however does require some modernisation and improvement. Nimmings Road (B4169) is located off Long Lane (A4034), and is conveniently located within a quarter of a miles distance from the main shopping area in Halesowen.

### Accommodation:

#### Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen and Sun Room, stairs to first floor

#### First Floor:

Bedroom 1 intercommunicating with bedroom 2 and Bathroom having panelled bath, wash basin and WC

### Outside:

(Front) Walled foregarden  
(Rear) Lawned garden



### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS





## 28 Avon Road, Halesowen, West Midlands B63 2NA

### **Property Description:**

A mid terraced house surmounted by a pitched tile clad roof, offered for sale in a very presentable and well maintained condition benefiting from gas fired central heating, UPVC double glazed windows and external doors, modern kitchen and bathroom fitments and off road parking located at the rear. Avon Road is accessed off Severn Road and the property is located within approximately one and a quarter of a mile distance to the west of Halesowen Town Centre. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £400 per calendar month (£4,800 per annum)

### **Accommodation:**

#### **Ground Floor:**

Reception Hall, Cloak Room with wc and wash basin, Through Lounge/ Dining Room, Breakfast Kitchen with a range of modern wooden effect laminate units including built in oven, hob, cooker hood

### **First Floor:**

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

### **Outside:**

(Front) Lawned foregarden

(Rear) Yard, lawned garden, brick store and a paved hard standing having gated vehicular access

### **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

**Find us on the web @**

**[www.cottons.co.uk](http://www.cottons.co.uk)**

**E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)**



## 55 Cope Street, Walsall WS3 2AT

### Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof and forming part of an established and predominantly residential area, conveniently located within approximately half a mile distance to the south of Bloxwich High Street and approximately one and a quarter of a miles distance to the north of Walsall Town Centre. The property is currently let on a Regulated Tenancy at a registered rental of £60 per week (£3,120 per annum) effective from 15th October 2008.

### Accommodation

Whilst the accommodation has not been inspected by the auctioneers, the following details are contained in the rent registration document:

#### Ground Floor

Two Rooms, Kitchen, Bathroom with wc

#### First Floor

Three Bedrooms

## Freehold Investment



#### Outside:

(Rear) Garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

# Bridging Finance

**that won't cost  
you the shirt  
off your back!**

*Residential and  
commercial*

- £25,001 - £3m
- Up to 85% LTV (even for bridges)
- Highly competitive rates
- Solutions to all scenarios

Talk to Geoff Philpot on **01249 65 29 39** all enquiries welcomed...from the straightforward to the more unusual or complex



Firm Foundations for Property Finance

DMI Finance, PO Box 3257,  
Chippenham, SN15 9DH  
**Tel: 01249 65 29 39**  
**Fax: 01249 65 57 88**  
**www.dmifinance.com**



**COTTONS**  
THE AUCTIONEERS





## 55 Holder Road, Yardley, Birmingham B25 8AP

### Property Description:

A freehold semi detached property of traditional brick construction surmounted by a tile clad roof. The property has recently been fully refurbished to include re-wiring, re-plastering, UPVC double glazing, gas fired central heating, interlinked smoke alarm system, emergency lighting, modern kitchen and bathroom fittings and is offered for sale in presentable condition. The property itself is located on Holder Road close to the junction with Coventry Road (A45).

### Accommodation:

#### Ground Floor:

Reception Hall, Two Reception Rooms, modern Kitchen, rear Lobby and Bathroom with matching suite comprising panelled bath, wc and pedestal wash hand basin

### First Floor:

Stairs and Landing, Separate WC and Five Bedrooms

### Outside:

(Front) - Walled foregarden with double-depth garage

(Rear) - Lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





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

**Property Description:**

A mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating, mostly UPVC double glazed windows and off road parking. Willingsworth Road is situated off Leabrook Road (A4037) which leads off the Black Country New Road (A41). The property is currently let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum)

**Accommodation:**

**Ground Floor:**

Entrance Hall, Lounge, Dining Room, Veranda/Conservatory with a separate wc, Kitchen

**First Floor:**

Stairs and Landing, Two Bedrooms, Box Room/Store, Bathroom with panelled bath having electric shower over, pedestal wash basin



**Outside:**

(Front) Paved forecourt providing off road parking, shared entry access to rear

(Rear) Patio and partly lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

# Auction Finance

**that won't cost  
you an arm  
and a leg!**



## *Residential and Commercial*

- Developments
- Refurb and Conversions
- Buy to lets
- Buy to occupy
- Remortgage to capital raise
- Auction or open market purchase

Talk to Geoff Philpot on **01249 65 29 39** all enquiries welcomed...from the straightforward to the more unusual or complex



DMI Finance, PO Box 3257,  
Chippenham, SN15 9DH  
**Tel: 01249 65 29 39**  
**Fax: 01249 65 57 88**  
**www.dmifinance.com**





## 100 Sampson Road, Sparkbrook, Birmingham B11 1LD

### Property Description:

A substantial Grade II \* Listed residence of brick construction surmounted by a multi pitched tile clad roof and having been converted into seven well laid out self contained flats currently in need of modernisation and repair. The property has been previously owned by a housing association and is ideally suited for investment purposes. The property is prominently situated at the junction with Claremont Road forming part of an established mixed residential and commercial area located within approximately one mile distance to the south of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Vestibule Entrance, Entrance Hall, Reception Hall with cellar access  
Flat One: Entrance Hall, Bed/Living Room, Kitchen and Bathroom  
Flat Two: Reception Hall, Breakfast Kitchen, Lounge, Bedroom, Bathroom  
Flat Three: Entrance Hall, Bathroom, Bed/Living Room and Kitchen

#### First Floor:

Stairs and Gallery Landing  
Flat Four: Entrance Hall, Bathroom, Kitchen, Bed/Living Room

Flat Five: Entrance Hall, Bed/Living Room, Kitchen and Bathroom

Flat Six: Reception Hall, Bathroom, Bedroom, Lounge, Kitchen

Flat Seven: Entrance Hall, Bathroom, Bedroom/Living Room, Kitchen

### Outside:

(Front) Tarmacadamed forecourt with dual gated access providing off road parking

(Rear) Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







## 15B D'Urberville Road, Wolverhampton, West Midlands WV2 2ET

### Property Description:

A first floor one bedroom maisonette of rendered brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation and included UPVC double glazed windows, gas fired central heating and modern kitchen fitments. D'Urberville Road is located off Dixon Street which in turn can be found off both Bilston Road (A41) and Thompson Avenue (A4123). The property is approximately within one miles distance from Wolverhampton City Centre.

### Accommodation:

#### Ground Floor:

Entrance Hallway and Stairs

#### First Floor:

Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having

panelled bath with electric shower over, wash basin and WC

### Outside:

(Front) Lawned foregarden  
(Rear) Garden

### Leasehold Information:

Term – 125 years from 10 February 2003

Ground Rent – £10 per annum

Service Charge – refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 17 Tudor Road, Nuneaton, Warwickshire CV10 9EE

### Property Description:

A purpose built ground floor maisonette situated in a block containing three other properties and providing well laid out accommodation. Tudor Road is located off Ramsden Avenue in an area which is currently undergoing significant redevelopment and investment and is within approximately two miles distance from Nuneaton Town Centre which provides access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £70 per week (£3,640 per annum)

### Outside:

(Front) Foregarden with pedestrian side access to rear

(Rear) Garden

### Leasehold Information:

Term: 99 years from 25th December 1979

Ground Rent: Refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Ground Floor:

Entrance Hall/Lounge, Two Bedrooms, Kitchen and Bathroom



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction **Thursday 3rd December 2009 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.





## 17A Ramsden Avenue, Nuneaton, Warwickshire CV10 9EB

### Property Description:

A purpose built first floor maisonette situated in a block containing three other properties and containing well laid out accommodation. Ramsden Avenue leads off Green Lane which in turn leads off Camp Hill Road and forms part of an area which is currently undergoing significant redevelopment and investment. Nuneaton Town Centre lies within approximately two miles distance and provides access to a wide range of retail amenities and services.

### Accommodation:

#### Ground Floor:

Entrance Hall

### First Floor:

Stairs and Landing, Lounge, Kitchen, Two Bedrooms and Bathroom

### Outside:

(Rear) garden

### Leasehold Information:

Term: 99 Years from 25 December 1979

Ground Rent: Refer to Legal Pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## ID & REGISTRATION

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

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

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

Thank you in advance for your co-operation.

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



## LOT 15

## Freehold Vacant Possession

**67 Hilton Road,  
Lanesfield,  
Wolverhampton  
WV4 6DT**

### Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof and benefiting from recent redecoration, UPVC double glazing, gas fired central heating and modern kitchen and bathroom fittings. 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.

Some satellite navigation systems have incorrectly placed this postcode in Featherstone. Please ensure you are following directions to WV4 6DT that is located in Lanesfield, to the South of Wolverhampton City Centre, off the A4123.

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Kitchen, Bathroom and Lobby with separate WC off

#### First Floor:

Stairs and Landing, Three Bedrooms



### Outside:

(Front) Lawned foregarden with pedestrian side access to the rear

(Rear) Lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LOT 16

**23 Lomond Road,  
Dudley, West Midlands  
DY3 3RY**

### Property Description:

A modern mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC replacement windows, gas fired central heating and three bedrooms. Lomond Road leads off Warren Drive which in turn leads off Northway. The property is located approximately three quarters of a mile distance from Sedgley Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £375 per calendar month (£4,500 per annum).

### Accommodation:

#### Ground Floor:

Reception Hall, Dining Kitchen, Full Width Lounge

#### First Floor:

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



### Outside:

(Front) Foregarden

(Rear) Yard, lawned garden, brick store and rear pedestrian access

### Vendors Solicitors:

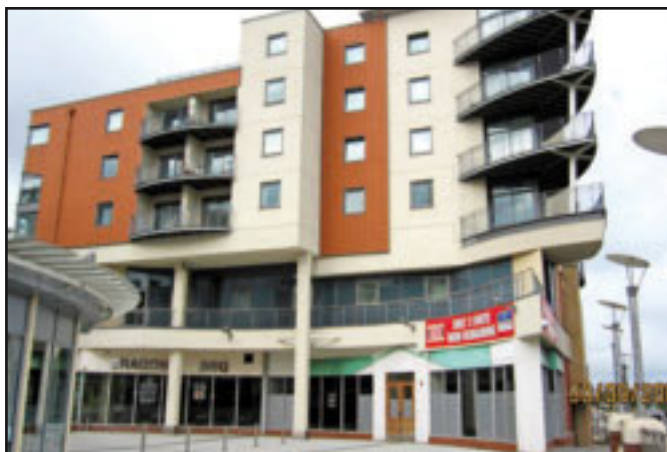
Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







## 27 Broadway Plaza, Ladywood Middleway, Birmingham B16 8LP

### Property Description:

A one bedroom flat situated on the second floor of the Broadway Plaza development. The property offers well laid out accommodation, double glazing, electric heating, modern kitchen and bathroom fitments and in addition further benefits from having an allocated parking space. Broadway Plaza is located off both Ladywood Middleway and Francis Road, and houses numerous bars and amenities. The property is also within walking distance to Broad Street (A456).

### Accommodation:

#### Ground Floor:

Communal Entrance having security intercom, lifts and stairs

### Second Floor:

Entrance Hall, Video Entry Intercom, Lounge, Bedroom having patio doors to Balcony, Shower Room having shower cubicle, WC and wash basin, Kitchen

### Outside:

Allocated parking space

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**LOT 18**

## 66 Priestley Road, Walsall, West Midlands WS2 7JB

### Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, offered for sale in a presentable and well maintained condition, benefiting from UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fitments. Priestley Road leads off Bloxwich Lane and the property is conveniently within approximately one mile distance from the M6 Motorway (junction 10) and two miles distance from Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum)

### Accommodation:

#### Ground Floor:

Dining Room, Kitchen with a range of modern fitted units, Lounge

#### First Floor:

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



### Outside:

(Front) Paved foregarden

(Rear) Paved patio and lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 2/4 Trafalgar Road, Handsworth, Birmingham B21 9NH

### **Property Description:**

A purpose built Doctors Surgery occupying a substantial site on the corner of Trafalgar Road and Rookery Road. The building is single storey and of brick and tile construction, being completed circa 1997. The current owners have been in practice as Handsworth Medical Practice since 1989, and the Surgery is now well established and benefits from a heavily populated catchment area. The site currently contains the following;

#### **1. Handsworth Medical Practice:**

A Doctors Surgery offered for sale with vacant possession. The property provides substantial accommodation and extends to approximately 468sq. m. (5,038sq.ft.), all in presentable condition.

#### **2. Soho Pharmacy:**

A self contained Unit adjoining the Surgery, located on the east side of the site, currently let as a Pharmacy by way of an 18 year Lease which commenced 1 April 1999 at a current rental of £30,000 per annum. The Lease provides for rent reviews on every third anniversary (one rent review is over-due), an obligation to pay as rent to the landlord 18% of the insurance premium (for the whole building) and is on internal repairing terms only.

The site also benefits from a car park extending to approximately 0.19 Acres (932sq.yards.)

In addition there is a secondary car park which is included in the title (the

area outlined red on the plan) which extends to an area of approximately 0.12 Acres (580sq.yards) and it will be necessary to obtain approval from Local Authority prior to the transfer of this land to a third party.

Trafalgar Road itself runs directly off Rookery Road which in turn runs directly off Soho Road (A41), providing a wide range of local shops and amenities. Handsworth is a predominantly residential area located approximately 2 miles to the North West of Birmingham City Centre and 2.5 miles to the South East of West Bromwich Town Centre.

### **Accommodation:**

#### **Handsworth Medical Practice:**

Waiting Room with reception desk, separate WC, disabled WC, access to Pharmacy, 5 Surgery Rooms, 2 Nurses Rooms, 8 Rooms providing a Secretary's Office, Practice Manager's Office, Records Office, Treatment Room, Chiro Room, Common Room, 2 Staff Rooms, Plant Room, a Staff Toilet and Kitchen.

Gross Internal Area – 468sq.m.  
(5,038sq.ft.)

#### **Soho Pharmacy:**

Retail Area extending to 96sq.m. (1,031 sq ft), Store Room and separate WC.

The Total Site Area: Area outlined Blue on the plan – 0.44 Acres (2,129sq. yards)

Area outlined Red on the plan – 0.12 Acres (580sq.yards)





**Vendors Solicitors:**  
Refer to Auctioneers

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

Important Note: The sale of this property is conditional on the issue by the Secretary of State for Health of a

certificate pursuant to section 259 of the National Health Service Act 2006. All interested parties should refer to the legal pack/ vendors solicitors for clarification of this matter prior to bidding.



**COTTONS**  
THE AUCTIONEERS





## 20 Greenhill Road, Moseley, Birmingham B13 9SR

### Property Description:

An imposing period built three storey Victorian Residence of brick construction with a replacement tile clad roof, set back from the road behind a walled fore-garden, and situated in a popular and established residential area located within approximately half a mile distance from Kings Heath High Street (A435) providing a wide range of local amenities. The property comprises of an established flat conversion containing a range of seven separate flats benefiting from shared gas-fired central heating, security door entry system and a mains fitted fire detection system.

The property is let on Assured Shorthold Tenancies to separate tenants at the following Rentals:

Flat 1 - £380 per calendar month  
 Flat 2 - £380 per calendar month  
 Flat 3 - £380 per calendar month  
 Flat 4 - £450 per calendar month  
 Flat 5 - £500 per calendar month  
 Flat 6 - vacant  
 Flat 7 - £400 per calendar month

Total Current Rental Income: £2,490 per calendar month (£29,880 per annum)

Potential Total Rental Income (when fully let): £34,000 per annum approx.

### Accommodation:

Ground Floor - Reception Hall  
 Flat 1 (Studio)  
 Double-Bedsitting Room and Kitchenette, Shower Room with glazed shower enclosure, pedestal wash basin & WC.

### Flat 2 (Studio)

Entrance Hall, Double Bedsitting Room with Kitchenette, Large Bathroom with modern corner

suite comprising panelled bath, glazed shower enclosure, pedestal wash basin & WC.

### Flat 3 (Studio)

Entrance Hall, Bathroom with panelled bath, pedestal wash basin & WC, Double Bedsitting Room, Breakfast/Kitchen with a range of fitted units.  
 First Floor - Stairs and Landing.

### Flat 4

Reception Hall, Double Bedroom, Living Kitchen with a range of fitted units, Bathroom with panelled bath having electric shower over, pedestal wash basin & WC.

### Flat 5

Lounge, Kitchen with a range of units, Shower Room with glazed shower enclosure, pedestal wash basin & WC, Double Bedroom.  
 Second Floor - Stairs and Landing Area,

### Flat 6

Bed/Living Room, Bathroom with panelled bath having electric shower over, pedestal wash basin & WC, Dining/Kitchen (note: bathroom and kitchen accessed from landing area)

### Flat 7

Kitchen, Lounge, Double Bedroom, Bathroom with panel bath, pedestal wash basin & WC.

Outside (front) – Partly gravelled fore-garden, set back behind a dwarf wall with iron railings.

Outside (rear) – Shared pedestrian side access to paved patio and lawned garden.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## **The Wheel Inn (Former Public House), 96 Lindon Road, Walsall Wood, WS8 7BW**

### **Property Description:**

A freehold former Public House of traditional brick construction surmounted by a pitched tile clad roof. The property is in need of modernisation and repair throughout, having suffered some vandalism damage. The original building has been extended to the rear and to the side and provides extensive accommodation over two storeys and occupies a sizeable plot including a substantial Car Park/Beer Garden located to the rear.

The building itself is located on Lindon Road (B4152) which runs directly between Lichfield Road (A461) and Chester Road (A452) close to the centre of Brownhills and Walsall Wood.

The site may suit a variety of re-development schemes and prospective buyers should make their own enquiries to this regard from Walsall Metropolitan Borough Council Planning Department.

### **Accommodation:**

#### **Ground Floor:**

Entrance Hall, Front Bar Area (L-Shaped) – 57.5sq.m. (619sq.ft.), Rear Bar Area – 56.8sq.m. (612sq.ft.), Male and Female WCs, Kitchenette/Food, Preparation Room, Rear Lobby, Staff WCs, Stock Room – 21.5sq.m. (232sq.ft.), Beer Cellar – 19.5sq.m. (210sq.ft.), Kitchen – 10.9sq.m. (118sq.ft.), Rear Store Room – 10.3sq.m. (111sq.ft.)

### **First Floor Accommodation:**

Three Rooms, Kitchen, Bathroom, Former Separate WC

### **Second Floor:**

Two Rooms

### **Outside:**

(Rear) Tarmacadam Car Park area providing parking for approximately 16 cars together with Lawned Beer Garden

Total Site Area: 0.35 Acres approximately

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

**Please Note: VAT will be charged on 90% of the purchase price**

### **Vendors Solicitors:**

Refer to Auctioneers

### **Viewings:**

Via Cottons – 0121 247 2233





## 50 Talbot Street, Winson Green, Birmingham B18 5DG

### Property Description:

A purpose built first floor studio flat forming part of a two storey block containing similar properties and being of brick construction surmounted by a pitched tile clad roof. Talbot Street leads off Lodge Road and the property is conveniently located within approximately 200mtrs from Soho Benson Road Railway Station, approximately three quarters of a mile distance from City Hospital and approximately two miles distance from Birmingham City Centre. The property benefits from electric heating, security door entry system and is currently let on an Assured Shorthold Tenancy at a rental of £350 per calendar month (£4,200 per annum)

### Accommodation:

#### Ground Floor:

Communal Entrance Hall with security door entry system

### First Floor:

Bed/Living Room, Kitchen, Dressing Room, Shower Room with shower enclosure, wash basin and wc

### Outside:

Communal gardens and residents parking located to the rear

### Leasehold Information:

Term: 120 years from 29 September 1983

Ground Rent: Refer to legal pack

Service Charge: Refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## Notice Completion Dates

PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.

IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.







## Unit 1 Hartopp Road, R/O 110 College Road, Alum Rock, Birmingham B8 1TE

### Property Description:

A detached workshop/storage unit benefiting from vehicular access off Hartopp Road and currently being sub-divided to provide two workshop/storage units. The units benefit from solid concrete floor and florescent strip lighting, and are surmounted by a corrugated steel roof. The premises themselves which are known as Unit 1 Hartopp Road are located directly to the rear of 110 College Road.

### Workshop/Storage Area 2:

Extending to approximately 49.3 sq metres (531 sq ft)

Total Floor Area - 129.8 sq metres (1,397 sq ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Workshop/Storage Area 1:

Extending to approximately 80.3 sq metres (865 sq ft)



## LOT 24

### 16 North Roundhay, Stechford, Birmingham B33 9PB

#### Property Description:

A mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back behind a block paved forecourt and benefiting from UPVC double glazed windows and gas fired central heating. North Roundhay is located off Gillscroft Road which in turn leads off Church Lane and the property is conveniently within approximately one quarter of a mile distance from a range of local shops and amenities on Glebe Farm Road and within approximately one mile distance from Yardley Shopping Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £120 per week (£6,240 per annum)

#### Accommodation:

##### Ground Floor:

Entrance Hall, Lounge, Kitchen, Utility Room

##### First Floor:

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

## Freehold Investment



#### Outside:

(Front) Block paved forecourt

(Rear) Lawned garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 25

### 16 Watney Grove, Kingstanding, Birmingham B44 0AX

#### Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows. Watney Grove leads directly off College Road (A453) and is conveniently within approximately half a mile distance from New Oscott Shopping Centre providing access to a wide range of retail amenities and services. The property is let on an Assured Shorthold Tenancy at a rental of £130 per week (£6,760 per annum)

#### Accommodation:

##### Ground Floor:

Entrance Hall, Living Room, Dining Kitchen

##### First Floor:

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

#### Outside:

(Front) Foregarden

(Rear) Yard and garden

## Freehold Investment



#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233







## 120 Barlow Road, Wednesbury, West Midlands WS10 9QB

### Property Description:

A semi detached house of brick construction surmounted by a hipped slate clad roof and benefiting from UPVC double glazed windows and gas fired central heating. The property occupies a corner plot adjacent to the junction with Prince George Road and is conveniently located within approximately a third of a mile distance from Gallagher Retail Park on Axletree Way which provides access to a wide range of retail amenities and services and within half a mile distance from the M6 Motorway (junction 9). The property is currently let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum)

### Accommodation:

Whilst the property has not been inspected internally by the auctioneers, we understand that it benefits from the following accommodation:

### Ground Floor:

Entrance Hall, Lounge, Kitchen, Cloak Room with wc

### First Floor:

Stairs and Landing, Two Bedrooms and Bathroom

### Outside:

(Front) Lawned foregarden extending to the side, pedestrian access to rear

(Rear) Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## PROXY & TELEPHONE BIDDING

**We can arrange to set up Telephone or  
Proxy Bids if you are unable to attend the Auction**

**Please contact the Auction Team on  
0121 247 2233**

**For further details and Terms & Conditions**



## LOT 27

### 42 Eastfield Grove, Wolverhampton, West Midlands WV1 2RF

#### Property Description:

A mid terraced property of part rendered brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating. Eastfield Grove is located off Eastfield Road which in turn is found off Old Heath Road. The property is within approximately half a miles distance from Wolverhampton City Centre which provides a wide range of shops and amenities and also houses the University of Wolverhampton. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450 per calendar month (£5,400 per annum).

#### Accommodation:

##### Ground Floor:

Entrance Hallway, Lounge, Kitchen/ Diner, Inner Lobby, WC having low level WC, stairs to landing

## Freehold Investment



#### First Floor:

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

#### Outside:

Front: Lawned foregarden

Rear: Lawned garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 28

## Freehold Vacant Possession



### 3 Keats Road, Wolverhampton, West Midlands WV10 8NA

#### Property Description:

A semi detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden. The property benefits from having double glazed windows. Keats Road is located off Tennyson Road and set in an established residential area. The property is approximately within two miles distance from Wolverhampton City Centre.

#### Accommodation:

##### Ground Floor:

Entrance Hall, Lounge, Dining Room, Kitchen

#### First Floor:

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

#### Outside:

(Front) Lawned garden

(Rear) Garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233





**43 Glyn Avenue,  
Bilston, West Midlands WV14 8NN**

**Property Description:**

A semi detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from having newly fitted UPVC double glazed windows, gas fired central heating and newly fitted carpets throughout. Glyn Avenue is located off Bull Lane which in turn is found off Great Bridge Road (A4098).

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

Three Bedrooms, Bathroom with panelled bath, wash basin and separate WC

**Outside:**

(Front) Lawned and block paved driveway giving access to off road parking

(Rear) Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**ID**

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

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

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





## 5 St Clements Road, Nechells, Birmingham B7 5AF

### Property Description:

A valuable freehold commercial premises comprising of a self contained two storey modern purpose built office building along with a detached portal framed industrial building which has been informally subdivided. The properties occupy a triangular shaped site which extends to an area of approximately 0.635 acres (0.257hectares) providing ample car parking and storage facility and benefits from dual gated access off St Clements Road allowing for separation of the industrial and office buildings. The majority of property is offered for sale with vacant possession however part of the industrial building is currently let on 12 month lease which expires in July 2010 at a rental of £2,000 per calendar month plus VAT (£24,000 per annum plus VAT). St Clements Road contains a range of industrial premises and is situated directly off Nechells Park Road. Aston Express Way is within approximately two thirds of a mile distance which provides direct access to the M6 Motorway (junction 6).

### Accommodation:

#### Office Building:

A two storey building of modern cavity brick construction surmounted by a hipped tile clad roof and subdivided into nine well laid out offices with ancillary accommodation. The property benefits from UPVC double glazed

windows, gas fired central heating along with ample off road parking.

#### Ground Floor:

Reception Hall, Inner Hall, Four Private Offices and Ladies and Gents Toilets

#### First Floor:

Stairs and Landing/Hallway, Five Offices (Office 5 and 6 combined), Store Room and Kitchen

Gross Internal Area: 284sq.mtrs  
(3,061sq.ft)

#### Industrial Building/Workshop

Steel portal framed industrial unit informally subdivided into Two Workshops and benefiting from 3 Phase Electricity and Yard providing ample parking and storage

#### Ground Floor

##### Unit One:

Reception Hall, Lobby, Ladies and Gents Toilets, Staff Room/Kitchenette, Three Private Offices, Workshop with open store, Secure Store and a Mezzanine Floor extending the full length of the building

##### Unit Two:

Workshop with roller shutter doors and Office

Gross Internal Area: 295sq.mtrs  
(3,185sq.ft)

Mezzanine: 137.5sq.mtrs (1,480sq.ft)





**Vendors Solicitors:**  
Refer to Auctioneers

**Note:** VAT will be charged upon the purchase price at the current rate of 15%

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



**COTTONS**  
THE AUCTIONEERS





### Unit 2 Great Bridge Industrial Estate, off Bridge Road, Tipton, DY4 0HR

**Property Description:**

A freehold industrial warehouse/storage unit benefitting from roller shutter protected vehicular access and being located on a secure, well established industrial estate. The Estate is located off Bridge Road and the unit can be found by following the entrance road around to the right, through the gated access and following the road to the bottom. Units 1 to 8 are located on the right at the bottom of the road.

The property is currently let by way of a six month agreement at a rental of £75 per week (£3,900 per annum)

**Accommodation:**

Not internally inspected by the Auctioneers, but we are advised by the vendor that the property comprises of the following;

**Ground Floor:**

Warehouse/Storage Unit extending to approximately 116sq.m. (1,250sq.ft.)

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



### 33 Tern Grove, Kings Norton, Birmingham B38 9DN

**Property Description:**

An end terraced house surmounted by a pitched tile clad roof providing well laid out accommodation, benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms. Tern Grove is situated off a service road which leads off Redditch Road (A441) at the junction with Foyle Road and the property is within approximately one mile distance from Cotteridge Shopping Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

**Accommodation:**
**Ground Floor:**

Entrance Hall, Dining Kitchen, Rear

Entrance Hall, Rear Porch, Through Lounge

**First Floor:**

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

**Outside:**

(Front) Foregarden

(Rear) Yard, garden and brick stores.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



## 254 Pineapple Road, Stirchley, Birmingham B30 2TY

### Property Description:

A detached bungalow of brick construction surmounted by a pitched tile clad roof being offered for sale in presentable condition throughout and benefiting from gas fired central heating, UPVC double glazing, modern kitchen and bathroom fitments including Jacuzzi bath. The property itself is located virtually on the corner of Pineapple Road and Cartland Road which leads directly onto Pershore Road (A441). The property is currently let on an Assured Shorthold Tenancy at a rental of £775pcm (£9,300pa)

basin, Living Room, Three Bedrooms and Shower Room

### Outside:

Front - Paved off road parking area and lawned garden

Rear - Decking area and garage

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Ground Floor:

Hall, Large Dining Kitchen, Bathroom with Jacuzzi bath, WC and wash hand



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 3rd December 2009** 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.







## Development Site at the r/o 228-234 Stourbridge Road, Halesowen, West Midlands, B63 3QP

### Property Description:

A freehold development site extending to approximately 0.17 Acres and benefitting from Outline Planning Consent for the erection of 3 No. Terraced houses.

The site itself currently comprises of rough scrub land to the rear of No's 228 to 234 Stourbridge Road, with an access way off Stourbridge Road at the front of neighbouring Priory Court. The site is located approximately  $\frac{3}{4}$  of a mile to the West of Halesowen Town Centre.

Please note there are agreements in place regarding the access arrangements for Priory Court and details of these can be found in the Legal Pack.

### Planning:

The property benefits from Outline Planning Consent granted by Dudley Metropolitan Borough Council on 2 September 2009 for the 'Erection of 3 No. Houses and Garage Block with Associated Access' (Ref – P09/0940). This is a re-submission of refused application P08/1705.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



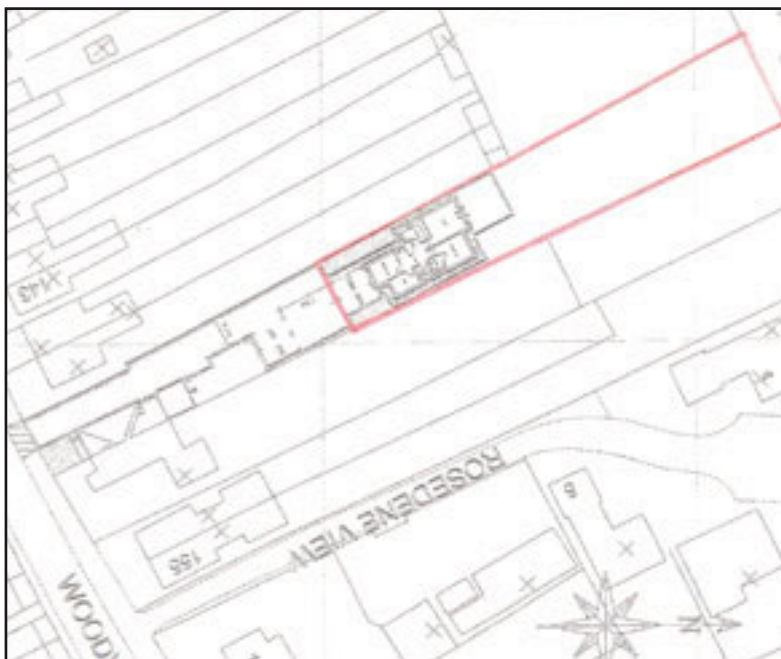
Find us on the web @

[www.cottons.co.uk](http://www.cottons.co.uk)

E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)







## Building Plot Adjacent to 149 Woodville Road, Overseal, Swadlincote DE12 6LX

### Property Description:

A freehold building plot extending to an area of 0.181 acres and comprising of former garden land and benefiting from full rights of access over the driveway located adjacent to number 149 Woodville Road. The site benefits from planning consent for the erection of a detached bungalow and forms part of the established residential village of Overseal which is located off Burton Road and within approximately three miles distance from Swadlincote Town Centre which provides access to a wide range of retail amenities and services.

### Planning:

The site benefits from planning consent granted by South Derbyshire District Council (Ref: 9/2008/0277/F and dated 30th April 2008) for the erection of a detached bungalow at the

rear of 149 Woodville Road, Overseal, Swadlincote. The plans approved detailed the following:

### Proposed Accommodation:

#### Ground Floor:

Reception Hall, Kitchen, Lounge, Bedroom One (double) with En-suite Shower Room, Family Bathroom, Bedroom Two (double) and Study

#### Outside:

Off road parking and gardens

A copy of the planning consent and plans are available for inspection at the auctioneers' offices

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



*Building Plot Access*





## Garage Redevelopment Site Rear of 46 to 72A Deans Road, Wolverhampton WV1 2BH

### Description:

A parcel of freehold land, rectangular in shape and situated to the rear of numbers 46 to 72A Deans Road and accessed by way of a driveway leading to the side of 72A. The site provides an ideal investment opportunity, benefiting from planning consent granted by Wolverhampton City Council (Ref: 07/00203/FUL and dated 16th April 2007) for the erection of 38 lockup garages. The planning consent refers to permission for 40 garages but 2 garages were waived to provide a vehicular turning area. A copy of the planning consent is available for inspection at the auctioneers' offices.

The site extends to an area of 0.14 Hectares (0.35 acres) and is subject to rights of way in favour of the occupiers of 46 to 72A Deans Road to access the rear of their properties.

**Note:** the vendor has obtained quotations for the supply and erection of 38 lock-up garages and these are also available for inspection.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 3rd December 2009** 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.





### Land 6F, Portway Hill, Tividale, Sandwell, B69 1PQ

#### Land Description:

The property comprises a roughly level rectangular shaped unfenced site of about 506sq.m. Site boundaries have been surveyed and the plot boundaries are set out using GPS survey equipment.

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

The site is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre.

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

COTTONS

## ‘THE LETTING AGENTS’

### Are you a Residential Landlord?

**If you are, you need a professionally qualified Letting Agent to look after the letting & management of your property**

- Free Valuation & Letting advice
- No Let – No Fee
- Let Only or Full Management Service
- Fully vetted Tenants
- Rent guarantee available
- Regular Property Inspections
- Internet and Local Press Advertising

**For a Free Rental Assessment  
of your property call  
our Lettings Department**

**0121 247 2299**

**361 Hagley Road, Birmingham,  
B17 8DL**

**[www.cottons.co.uk](http://www.cottons.co.uk)**



**COTTONS**  
THE AUCTIONEERS





## Land to the West of Wolverhampton Rd, Tividale, Oldbury, West Midlands

### Land Description:

The land comprises an irregular shaped unfenced site extending to an area of approximately 13,500 sq. mtrs. (3.3 acres). The site forms part of a large area of open space which is bounded by housing to the North, East and South.

Site boundaries have been surveyed and the plot boundaries can be set out using GPS survey equipment.

The site is located immediately to the South of the Premier Inn Hotel/ Lakeside Public House and immediately to the North of Rounds Green Sports Ground, approximately 1 mile North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre.

### Access

The site is accessed from a right of way leading off St. Brades Close, which leads off Tower Road and which in turn leads off Birmingham New Road (A4123)

### Planning:

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £395 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + 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







## 74 Church Road, Aston, Birmingham B6 5TY

### Property Description:

A workshop/warehouse with associated offices to the front of the site being of part brick construction surmounted by a flat roof and part steel portal frame to the rear of the site. The property itself benefits from solid concrete floors, fluorescent strip lighting and central heating to part of the offices together with a substantial yard/car park to the front and to the side of the premises. The total floor area is approximately 459.4 sq metres (4,945 sq ft).

### Accommodation:

#### Ground Floor:

##### Reception Hall

##### Workshop 1:

29 sq metres (312 sq ft)

#### Loading Bay:

18.2 sq metres (196 sq ft)

#### Warehouse 1:

251.6 sq metres (2,708 sq ft) with two associated Works Offices

#### Rear Store/Loading Bay:

36.6 sq metres (394 sq ft)

#### Workshop Area 2:

48 sq metres (517 sq ft)

### Workshop Area 3:

28.4 sq metres (305 sq ft)

### First Floor:

Stairs and Landing, Male and Female WC's,

### General Office:

28.7 sq metres (309 sq ft)

### Office 2:

18.9 sq metres (204 sq ft)

### Total floor Area:

459.4 sq metres (4,945 sq ft)

### Tenure Information:

The property is of a leasehold tenure for a term of 99 years from 20 January 1981.

### Ground Rent:

Refer to legal pack

We are informed by the vendor that he is in the process of renewing this Lease to a 125 year term. This will be in place before completion.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 8 - 12 Barnfield Road, Tipton, West Midlands DY4 9DE

### Property Description:

A freehold detached workshop/storage unit being of steel framed construction with external walls of part brickwork, part profiled steel cladding. The property itself comprises of three warehouse/workshop areas together with some mezzanine storage and a car parking/yard area to the front of the site. The property itself is located on Barnfield Road between the junctions of Bluefield Road (A4037) and Speed Road approximately two miles to the north of Dudley Town Centre.

### Accommodation:

#### Warehouse Area 1:

Extending to approximately 112.4 sq metres (1,209 sq ft)

#### Warehouse Area 2:

Extending to approximately 115.7 sq metres (1,245 sq ft)

#### Warehouse Area 3:

Extending to approximately 159.6 sq metres (1,717 sq ft) with mezzanine storage area extending to approximately 52.2 sq metres (561 sq ft)

Total floor area 439.9 sq metres (4,735 sq ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## Apartment 1, Ludgate Court, 191 Lakes Road, Erdington, Birmingham B23 7UH

### Property Description:

A purpose built ground floor apartment forming part of a modern three storey block prominently situated on Lakes Road. The property provides well laid out accommodation benefiting from electric heating, double glazed windows, security door entry system, modern kitchen and bathroom fitments and off road parking. The property is currently let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum)

### Accommodation:

#### Ground Floor:

Communal Entrance Hall with security door entry system, Reception Hall, Bathroom with panelled bath having shower over, pedestal wash basin and wc, Two Bedrooms, Lounge and Open Plan Kitchen with a range of modern wooden effect units including built in oven, hob and cooker hood.

### Outside:

Communal Gardens and off road parking

### Leasehold Information:

Term: 125 years from 26th October 2006

Ground Rent: Refer to legal pack

Service Charge: Refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## Apartment 10, Ludgate Court, 191 Lakes Road, Erdington, Birmingham B23 7UH

### Property Description:

A purpose built second floor apartment forming part of a modern three storey block prominently situated on Lakes Road. The property provides well laid out accommodation benefiting from electric heating, double glazed windows, security door entry system, modern kitchen and bathroom fittings and off road parking. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

### Accommodation:

#### Ground Floor:

Communal Entrance Hall with security door entry system and stairs and landing to:

#### Second Floor:

Reception Hall, Bathroom with panelled bath having shower over, pedestal wash basin and wc, Two Bedrooms, Lounge and Open Plan Kitchen with a

range of modern wooden effect units including built in oven, hob and cooker hood.

### Outside:

Communal Gardens and off road parking

### Leasehold Information:

Term: 125 years from 26th October 2006

Ground Rent: Refer to legal pack

Service Charge: Refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







## 62 Selcroft Avenue, Quinton, Birmingham B32 2BX

### Property Description:

A mid terraced house surmounted by a pitched tile clad roof, offered for sale in a presentable condition having split level accommodation and benefiting from electric storage heating and UPVC double glazed windows. Selcroft Avenue leads off West Boulevard (B4121) and the property is conveniently within approximately one mile distance from Harborne High Street which provides access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 per annum)

### Accommodation:

#### Ground Floor:

Entrance Hall, Reception Hall, Cloak Room with wc and wash basin, Three

Bedrooms, Stairs and Half Landing with patio door providing access to garden

### First Floor:

Landing, Through Lounge, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc, Dining Kitchen

### Outside:

(Front) Lawned foregarden

(Rear) Yard and garden with brick store having rear pedestrian access.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

### Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

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

Personal/Company Cheque

*(all cheques are subject to a valid form of identification eg. passport or driving licence)*

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





## 23 Roedean Close, Birmingham B44 0HR

### Property Description:

A modern mid town house of cavity brick construction surmounted by a hipped tile clad roof, situated in a cul-de-sac located off College Road (A453). The property provides well laid out accommodation and benefits from mostly UPVC double glazed windows and conservatory and has recently undergone partial refurbishment which includes rewiring, new gas fired central heating system and new fitted kitchen units although the property still requires some minor works and redecoration.

### Accommodation:

#### Ground Floor:

Porch Entrance, Reception Hall, Lounge opening to Dining Room/ Kitchen with a range of modern fitted

units, patio doors to UPVC Double Glazed Conservatory.

### First Floor:

Stairs and Landing, Two Double Bedrooms, Shower Room with glazed shower enclosure, vanity wash basin, separate wc.

### Outside:

(Front) Foregarden with paved hard standing

(Rear) Partly paved garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction **Thursday 3rd December 2009 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.





## Flat 2 Hawbush Gardens, Hawbush Road, Brierley Hill, West Midlands DY5 3ND

### Property Description:

A ground floor maisonette situated in a purpose built block set back from the road behind a gravelled foregarden and communal driveway to the side allowing access to allocated parking space. The property is constructed of brick and is surmounted by a tile clad roof. The property benefits from having timber framed double glazing and electric storage heating. Hawbush Road is located off both Moor Street and Brettell Lane (A461) and the property is within approximately a mile and a quarter from the Merryhill Shopping Centre which provides a wide range of shops and amenities.

### Accommodation:

#### Ground Floor:

Entrance Porch, Lounge, Kitchen, Bedroom and Bathroom having

panelled bath with electric shower above, wash basin and WC

### Outside:

(Front) - Lawned foregarden

(Rear) - Communal lawned garden and allocated parking space

### Leasehold Information:

Term – 99 years from 24 June 1990

Ground Rent - £40 per annum rising to £120 per annum

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## Notice Completion Dates

PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.

IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.



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

**Property Description:**

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and modern kitchen and bathroom fitments. The property is situated close to the roundabout junction with Baptist End Road and is located within approximately one mile distance to the south of Dudley Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum).

**Accommodation:**

**Ground Floor:**

Entrance Hall, Lounge, Kitchen with a range of modern fitted units, Bathroom with modern suite comprising panelled bath having shower attachment, pedestal wash basin and wc.

**First Floor:**

Stairs and Landing, Three Bedrooms.



**Outside:**

(Front) Foregarden

(Rear) Yard and lawned garden

**Vendors Solicitors:**


Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

## --- Legal Documents Online ---



Legal documents for our lots are now or will be available online. Where you see the  icon on the website you will be able to download the documents.

**Service Provided By The Essential Information Group Ltd**

www.eigroup.co.uk 0870 112 30 40

**Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advise.**



# Freehold Commercial Premises For Sale by Instruction of the Mortgagees (Not in Possession)



## 570 Moseley Road, Balsall Heath Birmingham B12 9AA

### Description:

A three storey mid terraced commercial premises of brick construction surmounted by a pitched tile clad roof, set back from the road behind a paved forecourt and situated close to the junction with Brighton Road. The property appears to comprise of a ground floor restaurant and takeaway premises with ancillary accommodation to the first and second floors. Moseley Road (A435) contains a variety of commercial premises including retail shops and restaurants/ takeaways and the property is situated within approximately half a mile distance from Moseley Shopping Centre and within approximately two and a half miles distance from Birmingham City Centre. The surrounding catchment area predominantly comprises of a range of traditional residential housing.

### Planning:

The planning records contained on Birmingham City Council website detail a planning approval granted on 28th January 1971 (Ref: 16434005) for a new restaurant kitchen and wc and it is therefore assumed that the ground floor use is lawful. All interested parties should contact the

local planning department to satisfy themselves of any planning matters prior to bidding.

### Accommodation:

Not Inspected

### Important Note:

The property is being sold on behalf of the mortgagees who under the terms of the mortgage have exercised their rights to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for viewings/surveys...etc and all interested parties bid for the property on this basis.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

No viewing access available





## Cemetery Lodge, Cemetery Lane, Hartshill, Nuneaton, Warwickshire CV10 0SJ

### Property Description:

A detached house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and off road parking but requiring modernisation and cosmetic improvement. The property occupies a large plot which extends to an area of 0.193 acres (781sq.mtrs) and provides ample scope for extension of the existing dwelling house (subject to obtaining planning consent). Cemetery Lane leads off Church Road and the property is situated within approximately half a mile distance from local amenities at Chapel End and within approximately two and a half miles distance from Nuneaton Town Centre.

### Accommodation:

#### Ground Floor:

Entrance Porch, Entrance Hall, Lounge, Living Room, Breakfast Kitchen

### First Floor:

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

### Outside:

(Front) Lawned foregarden with concrete driveway to freestanding garage, lawned side garden

(Rear) Yard with integral store and wc and a large lawned garden

### Vendors Solicitors:

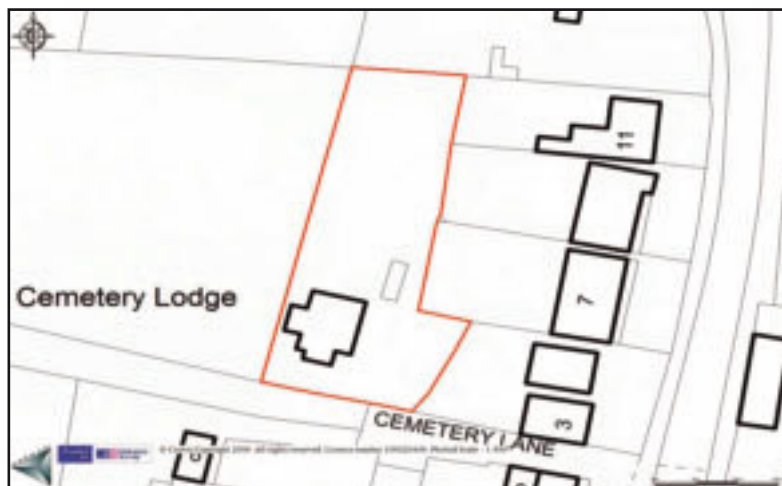
Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

*By instruction of*

**HARTSHILL PARISH COUNCIL**





**297 Queen Elizabeth Road, Nuneaton,  
Warwickshire CV10 9BS**

**Property Description:**

A mid terraced house surmounted by a pitched tile clad roof, set back behind a foregarden and requiring modernisation and improvement throughout. Queen Elizabeth Road leads off Tuttle Hill (B4114) which provides direct access to Nuneaton Town Centre being within approximately two miles distance to the east.

**Accommodation:**

**Ground Floor:**

Entrance Hall, Through Lounge/Dining Room, Kitchen, Utility Room

**First Floor:**

Stairs and Landing, Three Bedrooms, Bathroom with Separate WC

**Outside:**

(Front) Foregarden

(Rear) Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



# Cottons

## "The Letting Agents"

### Are you a Residential Landlord?

If you are, you need a professionally  
qualified Letting agent to look after the  
letting and management of your property

- Free Valuation and Letting Advice
- No Let, No Fee
- Let Only or Full Management Service
- Fully vetted Tenants
- Rent guarantee available
- Regular Property Inspections
- Internet and Local Press Advertising

For a Free Rental Assessment of your property call  
our Lettings Department

## 0121 247 2299

**361 Hagley Road, Birmingham, B17 8DL**

[www.cottons.co.uk](http://www.cottons.co.uk)



## LOT 50

### 14 Edinburgh Road, Nuneaton, Warwickshire CV10 9HE

#### Property Description:

A mid terraced house surmounted by a pitched interlocking tile clad roof and benefiting from UPVC double glazed windows, modern kitchen and bathroom fitments and recent redecoration. Edinburgh Road is situated off Queen Elizabeth Road which in turn leads off Tuttle Hill (B4114) and the property lies within less than two miles distance to the West of Nuneaton Town Centre which provides access to a wide range of retail amenities and services. The property is currently let on an Assured Shorthold Tenancy at a rental of £395 per calendar month (£4,740 per annum)

#### Accommodation:

##### Ground Floor:

Entrance Hall, Through Lounge/Dining Room, Kitchen with range of modern units and Pantry, Utility Room and Side Entrance

##### First Floor:

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

## Freehold Investment



#### Outside:

(Front) Foregarden

(Rear) Yard and garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 51

### 4 Minehead Road, Wolverhampton WV10 6SR

#### Property Description:

A semi detached house of rendered brick construction surmounted by a hipped slate clad roof, offered for sale in a presentable condition and benefiting from gas fired central heating and off road parking. Minehead Road leads off Marsh Lane which leads off Stafford Road (A449) providing direct access to the M54 Motorway (junction 2) being within approximately one and a half miles distance and Wolverhampton City Centre being within approximately two miles distance.

#### Accommodation:

##### Ground Floor:

Entrance Hall, Lounge, Kitchen with a range of modern fitted units, Rear Entrance Hall with Pantry/Store, Separate WC

##### First Floor:

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



#### Outside:

(Front) Paved forecourt with gated access providing off road parking, pedestrian side access to rear

(Rear) Paved yard and enclosed lawned garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233







## 18 Monument Avenue, Stourbridge, West Midlands DY9 8XS

### Property Description:

A three bedroom detached property of brick construction surmounted by a tile clad roof, set back from the road behind a gravelled foregarden giving access to garage and allowing for off road parking. The property benefits from well laid out accommodation and majority UPVC double glazed windows. Monument Avenue can be located between Perrin's Lane and Springfield Avenue and the property is within approximately a mile and a half distance from Stourbridge Centre.

### Accommodation:

#### Ground Floor:

Entrance Hallway, WC, Lounge, Dining Room, Kitchen, Stairs to

### First Floor:

Stairs to first floor having Landing, Three Bedrooms and Bathroom with panelled bath, wash basin and wc

### Outside:

(Front) Gravelled foregarden giving access to garage

(Rear) Patio and lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction **Thursday 3rd December 2009 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.



## LOT 53

### 38 Neve Avenue, Wolverhampton WV10 9BU

#### Property Description:

A semi detached house of rendered brick construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating, UPVC double glazed windows and off road parking. Neve Avenue leads off Leacroft Avenue which in turn leads off Old Fallings Lane and the property is situated within approximately two miles distance to the north of Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £475 per calendar month (£5,700 per annum)

#### Accommodation:

##### Ground Floor:

Entrance Hall, Lounge, Breakfast Kitchen, Lobby, Cloak Room with wc

##### First Floor:

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

## Freehold Investment



#### Outside:

(Front) Foregarden and tarmacadamed forecourt providing off road parking

(Rear) Pedestrian side access to yard and garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 54

### 28 Gill Street, Netherton, Dudley, West Midlands DY2 9LQ

#### Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fitments. Gill Street itself forms part of an established residential area known as Derby End and is situated off Withymoor Road and conveniently within approximately half a miles distance from the local shops and amenities situated at both Netherton and Old Hill, being within approximately half a mile distance. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £ 425.00 per calendar month (£ 5,100.00 per annum).

#### Accommodation:

##### Ground Floor:

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

##### First Floor:

Two double Bedrooms

#### Outside:

Garden

## Freehold Investment



#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233



## LOT 55

## Freehold Vacant Possession

**17 Cobham Road,  
Bordesley Green,  
Birmingham B9 4UP**

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a small walled foregarden and requiring modernisation and improvement throughout. Cobham Road is situated between Cherrywood Road and Bordesley Green Road (B145) and the property lies within approximately one and a half miles distance to the east of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Inner Hall, Kitchen, Rear Entrance Hall, Cloak Room with wc and wash basin.

#### First Floor:

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

#### Outside:

(Front) Small walled foregarden.

(Rear) Shared pedestrian entry access to a yard and garden.



### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## LOT 56

## By Instruction of the Joint LPA Receivers Freehold Vacant Possession

**109 George Road,  
Erdington, Birmingham  
B23 7SH**

### Property Description:

A mid terraced house of rendered brick construction surmounted by a pitched tile clad roof, set back from the road behind a concrete forecourt and requiring complete modernisation and repair throughout. George Road is located between Marsh Hill and Slade Road and the property is situated close to the junction with Rosary Road

### Accommodation:

#### Ground Floor:

Entrance Hall, Front Reception Room opening to Rear Reception Room, Inner Hall, Kitchen, Rear Entrance Hall, Bathroom with bath, wash basin and wc

#### First Floor:

Stairs and Landing, Three Bedrooms, Ladder/Stair access to Loft Room

#### Outside:

(Front) Concrete Forecourt  
(Rear) Yard/Garden



### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

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



**COTTONS**  
THE AUCTIONEERS



# By Instruction of the Joint LPA Receivers Freehold Vacant Possession



## 111 & 113 George Road, Erdington, Birmingham B23 7SH

### Property Description:

A pair of adjoining mid terraced houses of rendered brick construction surmounted by a pitched tile clad roof and set back from the road behind a concrete forecourt. The properties are intercommunicating at first floor level and require complete modernisation and repair throughout. George Road is located between Marsh Hill and Slade Road and the property is situated close to the junction with Rosary Road.

### Accommodation:

#### 111 George Road:

##### Ground Floor:

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

##### First Floor:

Stairs and Landing (intercommunicating with No: 113), Four Bedrooms and Bathroom

#### 113 George Road:

##### Basement

Separate Stair access down to Basement Flat (accommodation secured and not inspected)

### Ground Floor:

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

### First Floor:

Stairs and Landing (Intercommunicating with No: 111), Four Bedrooms, Bathroom, Ladder/Stair access to Full Width Loft Room,

### Outside:

(Front) Forecourt providing off road parking

(Rear) Yard and Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

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

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Thursday 3rd December 2009** 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.





# Would you like to save money on all your household bills? Join the Club!

Save 5%  
on all your petrol  
and household  
shopping!  
**ASK HOW!**

- **S**ingle bill for all your utilities
- **A**ward-winning customer service
- **V**alue that's unbeatable
- **E**asy to switch

Switch to the Utility Warehouse  
Discount Club and make great savings  
on all your household utilities -  
with the added convenience of  
having everything on the same  
monthly bill!

For full details, contact:

Rob 07967 323204

[www.thecheapbill.co.uk](http://www.thecheapbill.co.uk)



Home Phone



Mobile



Internet



Gas



Electricity



## PLANNING PERMISSION

## BUILDING PLANS

## BUILDING SURVEYS

Make the  
most of your  
money



We specialize in these types of work whether  
a single extension, housing or commercial  
development.

Contact us now for a free quotation

0121 777 1 333

[info@tyler-parkes.co.uk](mailto:info@tyler-parkes.co.uk)

**thetylerparkespartnership**  
architecture town planning design

ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE  
ADVICE AT THE AUCTION BETWEEN 11.30AM AND 1.30PM



**COTTONS**  
THE AUCTIONEERS



# REFURBS BY EXPERTS

**Get the profit out of your investment or dealing activities...fast!**

- Let our Expert Refurb team take the headache and cost out of your property projects.
  - Fixed price and fast turnaround.
  - Kitchens supplied/fitted from £850
  - Bathrooms supplied/fitted from £650
  - Flats fully refurbished from £4500
  - Houses fully refurbished from £5750
  - House converted into two flats from £8750
- 

# FURNITURE PACKAGES

**Do you let furnished property?  
Do you buy properties to resell?  
Create a show home look with  
the right furniture...**

**For £1250 a 1 bed apartment can be fitted out with:**

- Two leather effect sofas
- Coffee table
- Double bed
- Wardrobe

**Two bed property packages £1600**

**Three bed property packages £1900**

**We include delivery, construction and removal of packaging from site.**

---

**We are landlords with properties ourselves.  
....we know what works!**

**Call 07789 040000**



Substantial  
Funding Available

# *Your Direct Route to property finance*



Call us to agree finance



Attend auction



Win property at auction



Your funds transferred

Call 0844 873 4228  
[www.auctionfinance.co.uk](http://www.auctionfinance.co.uk)  
fast funding for property professionals



working in  
association with





CLARKE  
ROXBURGH

As recommended by

**Cottons**  
CHARITABLE COMPANIES

**1. Attend auction...**



**2. Buy dream property...**



**3. Arrange insurance with...**



CLARKE  
ROXBURGH

When insuring your property,  
it's always best to **be sure**,  
with Clarke Roxburgh you can.

- **Competitive Insurance Premiums**
- **Specialist Let Property Insurance**
- **Market leading policy cover**
- **Fast Track Claims Service**
- **Minimal Paperwork**
- **Advice and Personal Service  
from our Property Experts**

Call us today for a free quotation

Tel: **01684 571 836**

Fax: **01684 569 419**

**[www.clarkeroxburgh.co.uk](http://www.clarkeroxburgh.co.uk)**

Clarke Roxburgh Insurance Brokers Ltd, Malvern Heights, Chequers  
Close, Enigma Business Park, Malvern, Worcestershire, WR14 1GP  
authorised and regulated by the Financial Services Authority 310320

**be sure**



# 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 Auction of Real Estate in England & Wales

(Edition 3 August 2009) Reproduced with the consent of the RICS

No responsibility for loss occasioned to any person acting or refraining.

From auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

## A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

## A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **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.

## A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price 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. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

## A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

## A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price you** bid plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

- (a) 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
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**. **Words in bold blue type have special meanings, which are defined in the Glossary**. The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

## G1. The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject 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; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 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.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 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.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (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.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

## G2. Deposit

G2.1 The amount of the deposit is the greater of:

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

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

## G3. Between contract and completion

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

## G4. Title and identity

G4.1 Unless **condition** G4.2 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 that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) 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, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) 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 fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.

(d) If title is in the course of registration, title is to consist of certified copies of:

- (i) the application for registration of title made to the land registry;
- (ii) the **documents** accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) 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**.

(e) 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**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 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**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

## **G5. Transfer**

G5.1 Unless a form of **transfer** is prescribed by 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** G5.2 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**.

G5.2 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.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

## **G6. Completion**

G6.1 **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.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

G6.3 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.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 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**.

G6.6 Where applicable the **contract** remains in force following **completion**.

## **G7. Notice to complete**

G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **ready to complete**.

G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

- (a) terminate 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**.

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

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

## **G8. If the contract is brought to an end**

If the **contract** is lawfully 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**; and
- (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 **condition** G7.3.

## **G9. Landlord's licence**

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.



G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 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.

G9.5 The **buyer** must:

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

G9.6 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** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

**G10. Interest and apportionments**

G10.1 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**.

G10.2 Subject to **condition** G11 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.

G10.3 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 by the **buyer**;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 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 some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate 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.

**G11 Arrears**

**Part 1 Current rent**

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

**Part 2 Buyer to pay for arrears**

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

**Part 3 Buyer not to pay for arrears**

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 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 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 without the consent of the **seller** 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 part 3 of this **condition** G11.

G11.9 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**.

**G12. Management**

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; 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**.

### **G13. Rent deposits**

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 “rent deposit deed” means the deed or other document under which the rent deposit is held.

G13.2 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.

G13.3 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.

### **G14. VAT**

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** 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**.

### **G15. Transfer as a going concern**

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 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

G15.6 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**;
- (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** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

### **G16. Capital allowances**

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

G16.2 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.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 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** G16; 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.

### **G17. Maintenance agreements**

G17.1 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**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

### **G18. Landlord and Tenant Act 1987**

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 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.

### **G19. Sale by practitioner**

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

- (a) in its condition at **completion**;
  - (b) for such title as the **seller** may have; and
  - (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment 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.
- G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

## G20. TUPE

- G20.1 If the **special conditions** state “There are no employees to which **TUPE** applies”, this is a warranty by the **seller** to this effect.
- G20.2 If the **special conditions** do not state “There are no employees to which **TUPE** applies” the following paragraphs apply:
- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the “Transferring Employees”). This notification must be given to the **buyer** not less than 14 days before **completion**.
  - (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
  - (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
  - (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

## G21. Environmental

- G21.1 This **condition** G21 only applies where the **special conditions** so provide.
- G21.2 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**.
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

## G22. Service Charge

- G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 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.
- G22.4 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; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure 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**.
- G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the **seller** must pay 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.

## G23. Rent reviews

- G23.1 This **condition** G23 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.
- G23.2 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.
- G23.3 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.
- G23.4 The **seller** must promptly:
- (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.
- G23.5 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.
- G23.6 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.

G23.7 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**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

#### **G24. Tenancy renewals**

G24.1 This **condition** G24 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.

G24.2 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.

G24.3 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.

G24.4 Following **completion** the **buyer** must:

- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (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.

G24.5 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.

#### **G25. Warranties**

G25.1 Available warranties are listed in the **special conditions**.

G25.2 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; and
- (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.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

- (a) hold the warranty on trust for the **buyer**; and
- (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.

#### **G26. 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**.

#### **G27. Registration at the Land Registry**

G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

- (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
- (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
- (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

- (a) apply for registration of the **transfer**;
- (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- (c) join in any representations the **seller** may properly make to Land Registry relating to the application.

#### **G28. Notices and other communications**

G28.1 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.

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

#### **G29. Contracts (Rights of Third Parties) Act 1999**

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.



# Cottons

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next Thursday 3rd December 2009 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

### **‘The Auctioneers’**

Cottons have been successfully disposing of property by Auction for well in excess of 50 years and are well established as one of the leading Auctioneers outside of London.

Our major auctions are held regularly at The Aston Villa Football Club and typically comprise of an extensive range of residential and commercial property, land and ground rent investments.

Whilst our catalogue will normally comprise of property within the Midlands Region, we have a proven track record for selling lots further afield and extending across the U.K.

**IF YOU HAVE A PROPERTY TO INCLUDE IN A FUTURE AUCTION CONTACT THE AUCTION TEAM NOW ON 0121 247 2233**

**In addition, our extensive knowledge and expertise developed over the years enables us to provide our clients with a comprehensive range of quality services comprising;**

### **‘The Estate Agents’**

We now offer an unrivalled Estate Agency service from our offices at 361 Hagley Road, Edgbaston. For a list of properties currently available or for a free market appraisal please telephone 0121 533 4747.

### **‘The Letting Agents’**

We provide a specialised letting service for both Landlords and Tenants.

### **‘The Property Managers’**

We currently manage an extensive range of residential, commercial and industrial property throughout the UK for both private and corporate clients.

### **‘The Estate Managers’**

We specialise in managing estate property of all types whether it be a block of flats/apartments, an office development, an industrial estate or a ground rent portfolio.

### **‘The Surveyors’**

Our survey and valuation department is experienced in the valuation of all types of residential and commercial property.

### **‘The Property Insurance Specialists’**

In conjunction with our brokers we can offer an extensive range of Insurance services for all types of property including buildings and contents cover and landlord's rental guarantee.

**If you are looking for an Agent to provide unrivalled advice and service then please contact us.**

# Location



# Cottons

Chartered Surveyors

Auction Department

361 Hagley Road

Edgbaston

Birmingham

B17 8DL

Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

[www.cottons.co.uk](http://www.cottons.co.uk)

