

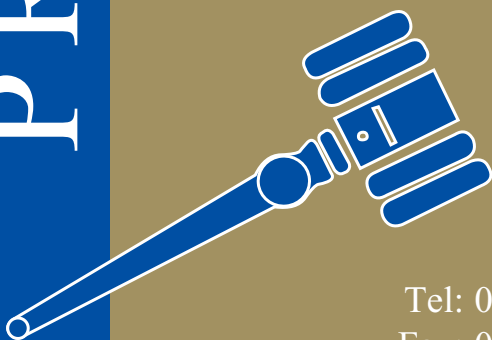
PROPERTY AUCTION

Cottons

Chartered Surveyors

THURSDAY
4TH DECEMBER 2008
AT 11.00 AM

ASTON VILLA
FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE



Tel: 0121 247 2233

Fax: 0121 247 1233

E-mail: auctions@cottons.co.uk

IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

AUCTIONEERS ADVICE

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

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

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

3. 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 £295 + 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 Redevelopment Opportunities, Building Plots and Land comprising:

- 20 Freehold Vacant Residential Properties
- 8 Residential Investment Properties
- 7 Leasehold Vacant Residential Properties
- 5 Freehold Vacant Commercial properties
- 6 Freehold Building Plots / Development Site
- 5 Freehold Commercial Investments Properties
- 4 Freehold Ground Rents
- 1 Leasehold Vacant Commercial Properties
- 1 Lock up Garage Site

ORDER OF SALE

Lot Property

1.	131/133 Frances Road, Kings Norton	Freehold Vacant Commercial
2.	2 Fairbourne Tower, Portfield Grove	Leasehold Vacant Residential
3.	33 Ottawa Tower, Murrell Close, Edgbaston	Leasehold Vacant Residential
4.	6 St. Peters Road, Dudley	Freehold Vacant Residential
5.	39 Beech Green, Dudley	Freehold Vacant Commercial
6.	33 Tunnel Road, West Bromwich	Leasehold Vacant Residential
7.	18 Birmingham Road, Great Barr	Freehold Commercial Investment
8.	24 Birmingham Road, Great Barr	Freehold Vacant Commercial
9.	37 Newton Gardens, Great Barr	Leasehold Vacant Residential
10.	21 Robin Hood Crescent, Hall Green	Freehold Redevelopment Opportunity
11.	14 Warwick Court, Wake Green Road	Leasehold Residential Investment
12.	308 Haunch Lane, Kings Heath	Freehold Commercial Investment
13.	23 Stainsby Avenue, Newtown	Leasehold Vacant Residential
14.	4-6 High Street, Chasetown, Burntwood	Freehold Commercial Investment
15.	698 Kingstanding Road, Great Barr	Freehold Vacant Residential
16.	65 Goosemoor Lane, Erdington	Freehold Vacant Residential
17.	91 Vowles Road, West Bromwich	Freehold Vacant Residential
18.	Apt 11, Clive Road, Redditch	Leasehold Residential Investment
19.	130 Weston Lane, Tysley	Freehold Vacant Residential
20.	The Plaza, 251 Halesowen Road, Old Hill	Freehold Vacant Commercial
21.	Salford House 533/537 Lichfield Road	Leasehold Vacant Commercial
22.	2 Brunel Walk, Polesworth, Tamworth	Freehold Vacant Residential
23.	The Coach House, 1069, Warwick Road, Acocks Green	Freehold Hotel/Vacant Possession
24.	80 Elmay Road, Sheldon	Freehold Vacant Residential
25.	Res Devl Site, C/O Coal Pool Lane And Harden Road, Walsall	Freehold Development Land
26.	Res Devl Site R/O 78 - 112 Newcomen Road, Bedworth	Freehold Development Land
27.	Res Devl Site R/O 7-19 Humphrey Davy Road, Bedworth	Freehold Development Land
28.	Res Devl Site R/O 61-67 Mavor Drive, Bedworth	Freehold Development Land



29.	3 Manor Avenue South, Kidderminster	Freehold Investment
30.	Comberford Hall, Comberford Road, Comberford, Tamworth	Freehold Vacant Residential
31.	38 Osbourne House, Queen Victoria Road, Coventry	Leasehold Vacant Residential
32.	46 Fourth Avenue, Wolverhampton	Freehold Vacant Residential
33.	250 Lichfield Road, Brownhills, Walsall	Freehold Vacant Commercial
34.	183 Gravelly Lane, Erdington	Freehold Commercial Pt. VP Pt. Inv
35.	215 Lakey Lane, Hall Green	Freehold Pt. VP Pt. Investment
36.	99-103 Station Road, Erdington	Freehold Development Site
37.	Garages To The R/O 113-123 Old Church Road, Coventry	Freehold Garages
38.	Gas Governor Station, Coronation Road, Washwood Heath	Freehold Investment
39.	Fgr, 49 Milverton Road, Erdington	Freehold Ground Rents
40.	Fgr, 32 Gospel Farm Road, Acocks Green	Freehold Ground Rents
41.	Fgr, 7 Belvide Grove, Weoley Castle	Freehold Ground Rents
42.	Fgr, 89 Round Road, Erdington	Freehold Ground Rents
43.	4 Barn Close, Dordon, Tamworth	Freehold Vacant Residential
44.	89 Chapelon, Tamworth, Staffordshire	Freehold Vacant Residential
45.	30 Elmdon Road, Acocks Green, Birmingham	Freehold Investment
46.	41 South Street, Redditch	Freehold Residential Investment
47.	25 Wood Street, Cwmcam, Cross Keys, Newport, Gwent	Freehold Vacant Residential
48.	43 Sandbourne Road, Alum Rock	Freehold Vacant Residential
49.	122 Abbey Road, Smethwick	Freehold Vacant Residential
50.	122-124 Cambridge Street, Rugby	Freehold Vacant Commercial
51.	27 Handley Close, Ryton On Dunsmore, Coventry	Freehold Residential Investment
52.	54a Tudor Road, Nuneaton	Leasehold Vacant Residential
53.	77 Tudor Road, Nuneaton	Leasehold Residential Investment
54.	3 Lillington Grove, Hodge Hill	Freehold Vacant Residential
55.	198 Dyas Avenue, Great Barr	Freehold Vacant Residential
56.	77 Highbridge Road, Sutton Coldfield	Freehold Vacant Residential
57.	154 Greenhill Road, Handsworth	Freehold Vacant Residential

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,
John Day FRICS, Kenneth F. Davis FRICS

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

Auction Manager Alison J. Bosworth

Auction Team Peter C. Longden FRICS, Mark M. Ward TechRICS
Kevin Hogan, Nada Turton, Jane Moran, Sharon O'Malley MNAEA,
Tricia Doyle, Debra Slater and Hughie McCourt.



IMPORTANT NOTICE

PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

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

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

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

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

- **Credit Card Payments**

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

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

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

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

MISREPRESENTATION ACT

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

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





131/133 Frances Road, Cotteridge, Birmingham B30 3DU

Property Description:

The property comprises of an end terraced centrally heated property formerly used as offices and a former industrial building. The property is well situated in a predominantly residential area close to Cotteridge centre with all its amenities. The office building could potentially be converted back to a dwelling house subject to Planning Consent, and the site of the Industrial building may be suitable for residential re-development, again subject to Planning Consent. The vendor has applied to Birmingham City Council for Planning Consent for the erection of a Three Bedroom Detached House. (Ref - S/05222/08/FUL) and copies of the plans are available on the Local Planning website, and are also available for inspection at the auctioneers' office.

Accommodation:

131 – Offices

Ground Floor

Front Office, Rear Office, Fitted Kitchen and Former Bathroom with wash basin, low level WC, and oil fired central heating boiler.

First Floor

Three further Offices

Adjacent 131 – A timber framed former industrial building comprising approx 464.5sq.m. (5,000sq.ft.)

Site Area – 0.148 acres

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



2 Fairbourne Tower, Portfield Grove, Birmingham B23 5UD

Property Description:

A well laid out two bedroom flat situated on the ground floor of a purpose built block and benefiting from secondary glazing and electric heating, however the flat does require some modernisation and improvement. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet. The property is approximately within a quarter of a miles distance from Chester Road Railway Station which in turn provides direct access to both Sutton Coldfield and Birmingham City Centre. The property is also approximately within three quarters of a mile from the main High Street in Erdington.

Accommodation:

Ground Floor:

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



Outside:

Communal Parking and lawns.

Leasehold Information:

Term: 125 years from 2 October 1982

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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



COTTONS
THE AUCTIONEERS





33 Ottawa Tower, Murrell Close, Edgbaston, Birmingham B5 7LZ

Property Description:

A much improved and fully modernised flat situated on the fifth floor of a purpose built block and providing presentable and well laid out accommodation, refurbished to a modern contemporary standard and benefiting from new kitchen and bathroom fittings, UPVC double glazed windows, gas fired central heating, new fitted floor coverings, redecoration/retiling, replacement doors and a security door entry system. Murrell Close comprises of a cul-de-sac which leads off Bellevue and in turn runs between Bristol Road (A38) and Pershore Road (A441) close to the junction with Belgrave Middleway (Birmingham Ring Road). The property is conveniently located within approximately half a mile distance from Birmingham City Centre.

Accommodation:

Ground Floor:

Communal Entrance Hall with security door entry system and lift and stair access to:

Fifth Floor:

Reception Hall, Lounge, Kitchen with a range of modern fitted units incorporating stainless steel built in oven, hob, cooker hood and integrated washing machine, Separate Breakfast Area, Bathroom with a range of modern fittings comprising panelled bath with shower over, wash basin and wc, Double Bedroom

Leasehold Information:

Lease Term: 125 years from 17th February 2003

Ground Rent: £10 per annum

Service Charge: Refer to Legal Pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



LOT 4

Freehold Vacant Possession

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

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

Front: Fore-garden, pedestrian side access to rear



Rear: Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 5

Freehold Vacant Possession

**39 Beech Green, Dudley,
West Midlands,
DY1 4BS**

Property Description:

A single storey retail unit of traditional brick construction surmounted by a tile clad roof and offered for sale in presentable condition benefiting from electric storage heating, laminate flooring, and roller shutter protection. The property itself is located in a parade of similar units on Beech Green close to the junction Mulberry Green and being located approximately 1.75 miles to the northwest of Dudley Town Centre.

Accommodation:

Ground Floor:

Retail Area extending to approximately 30.7sq.m (331sq.ft)

Rear Room partitioned to provide Rear Store, Staff Room, Washroom and separate w/c with a Gross Internal Area of approximately 24.4sq.m (263sq.ft)

Outside:

(Front) The property fronts directly onto a pedestrian forecourt

(Rear) Concrete yard with vehicular access providing parking for 1 car



Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
THE AUCTIONEERS





33 Tunnel Road, West Bromwich, West Midlands B70 0RH

Property Description:

A modern semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from double glazed windows and external doors (mostly UPVC), gas fired central heating, garage and providing well laid out accommodation. Tunnel Road leads off New Street which in turn leads off Hill Top (A4196) and the property is located within approximately one mile distance to the north of West Bromwich Town Centre.

Accommodation:

Ground Floor:

Porch, Reception Hall, Lounge, Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Foregarden with tarmacadamed driveway leading to garage

(Rear) Paved yard/patio and a predominantly lawned garden

Leasehold Information:

Lease Term: 99 years from 1st April 1970

Ground Rent: £25 per annum

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 7

18 Birmingham Road, Great Barr, Birmingham B43 6NR

Property Description:

A mid terraced retail unit with ancillary living accommodation prominently situated in a parade of shops, located close to the Scott Arms Shopping Centre and set back from Birmingham Road behind a service road and car parking area. The property benefits from electric roller shutter protection, part UPVC double glazed windows and mostly gas fired central heating. The property is currently let on a Full Repairing and Insuring Lease for a term of 15 years which commenced on 14th December 2007 at a current rental of £12,000 per annum (3 yearly rent reviews)

Accommodation:

Ground Floor:

Retail Shop/Off License: 26sq.m (280sq.ft) with UPVC Shop Front and electric roller shutter protection, Rear Store/Living Room: 8.8sq.m (95sq.ft), Rear Entrance Hall, Kitchen with a range of modern fitted units, Store Room: 13.14sq.m (141sq.ft) with double loading doors leading to a shared driveway

Freehold Investment



First Floor:

Stairs and Landing, Three Bedrooms, Shower Room with modern suite comprising glazed shower enclosure, vanity wash basin and wc

Outside:

Rear: Paved yard

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 8

Freehold Vacant Possession



24 Birmingham Road, Great Barr, Birmingham B43 6NR

Property Description:

A single storey brick built retail unit benefiting from UPVC double glazed windows and a secure rear yard. The property is prominently situated in a parade of retail shops located close to the Scott Arms Shopping Centre and set back from Birmingham Road behind a service road and car parking area.

Accommodation:

Ground Floor:

Retail Shop: 42sq.m (452sq.ft) with UPVC double glazed Shop Front,

Kitchen with a range of fitted units and Separate WC with wash basin 6.87sq.m (74sq.ft)

Outside:

(Rear) Paved rear yard with secure gated access accessed by way of a shared vehicular driveway

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





37 Newton Gardens, Great Barr, Birmingham B43 5DX

Property Description:

A two bedroom ground floor flat situated in a three storey purpose built block set back from the road behind communal gardens. The flat benefits from having well laid out accommodation, part UPVC double glazed windows and garage located in a separate block. Newton Gardens is located off Stella Grove which is found off Bowstoke Road leading from Newton Road (A4041).

Accommodation:

Ground Floor:

Communal Entrance Hall, Reception Hall, Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath, WC and pedestal wash basin.

Outside:

Communal Gardens and Garage

Leasehold Information:

Term: 99 years from 25 March 1964

Ground Rent: £20 per annum

Service Charge: Refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

IMPORTANT NOTICE

Auction deposits may be paid by the following methods

Bank/Building Society draft

Debit/Credit card

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

Personal/Company Cheque

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

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





21 Robin Hood Crescent, Hall Green, Birmingham B28 0BN

Description:

A valuable parcel of freehold building land extending to an area of 0.213 acres and benefiting from planning consent for the demolition of the existing detached bungalow and the erection of a new two storey six bedroom dwelling house. The site which is rectangular in shape is situated directly off Robin Hood Lane, between the junctions of Petersfield Road and Sherwood Road and forms part of an established and popular residential area. The site is within approximately three quarters of a mile distance from Stratford Road (A34) which provides access to a wide range of retail amenities and services.

Planning:

The property benefits from planning consent granted by Birmingham City Council (Ref: S/06268/07/FUL and dated 6th December 2007) for the demolition of the existing dwelling and the erection of a new two storey six bedroom dwelling house. The plans approved with the consent detail a property containing the following accommodation:

Proposed Accommodation

Ground Floor:

Reception Hall, Cloak Room, Lounge, Breakfast Kitchen, Utility Room, Dining Room, Double Integral Garage

First Floor:

Stairs and landing, Master Bedroom One (Double) with En-suite Shower Room, Bedroom Two (Double) with En-suite Shower Room, Bedroom Three (Double), Bedroom Four (Double), Bedroom Five (Single), Family

Bathroom with bath, shower cubicle, pedestal wash basin and wc

Second Floor:

Stairs to Guest Bedroom Six (Double) with En-suite Shower Room

Outside:

(Front) Foregarden and driveway

(Rear) Long garden

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

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





14 Warwick Court, Wake Green Road, Moseley, Birmingham B13 9HF

Property Description:

A two bedroom ground floor flat situated in a three storey purpose built block. The flat itself offers well laid out accommodation and is situated in an established residential area close to the junction with Anderton Park Road. The property is within approximately half a miles distance from the main shops and amenities located on the Alcester Road (A435). The property is currently let on an Assured Shorthold Tenancy Agreement producing a total rental of £425 per calendar month (£5,100 per annum).

Outside:

Communal gardens and parking

Leasehold Information:

Term: 99 years from 25 December 1964

Ground Rent: £20 per annum

Service Charge: refer to legal pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

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

ADMINISTRATION FEE

An Administration Fee of £295 + 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.





308 Haunch Lane, Kings Heath, Birmingham, B13 0QS

Property Description:

A mid terrace commercial unit together with a Self Contained Flat to the First and Second Floor both of which are presently let on separate agreements producing a total rental income of £12,600 per annum. The Ground Floor is currently trading as a Laundrette. A Lease back Agreement has been arranged for a term of 3 years at a rental of £7,500pa, to be effective from the date of completion. The property itself is located in the middle of a parade of similar units on Haunch Lane close to the junction with Hollybank Road and Warstock Lane.

Accommodation:

Ground Floor:

Laundrette Area extending to approximately 59.6sq.m (641sq.ft)
Rear Store Room extending to approximately 16.7sq.m (179sq.ft) and separate w/c

Self Contained Flat:

First Floor:

Kitchen, Living Room, Dining Room, and Bathroom with panelled bath, w/c wash hand basin

Second Floor:

Two Bedrooms

The Flat benefits from UPVC double glazing

Tenancy Information:

Ground Floor Retail Unit:

The Ground Floor will be let on a lease for a term of 3 years which will commence on completion at a rental of £7,500 per annum. This lease is to be on Full Repairing and Insuring terms.

Residential First/Second Floor:

The property is currently let on an Assured Shorthold Tenancy Agreement at a current rental of £425.00 per month (£5,100 per annum)

Total Rental Income £12,600 per annum.

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 Tuesday 17th February 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.



23 Stainsby Avenue, Newton, Birmingham B19 3ES

Property Description:

A three bedroom duplex maisonette situated on the ground and first floor of a purpose built block of brick construction set back from the road behind an enclosed paved foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, private rear garden and is offered for sale in presentable condition. Stainsby Avenue is located off Wells Street which in turn is found off Vyse Street which gives direct access to the Jewellery Quarter being within approximately a quarter of a miles distance.

Accommodation:
Ground Floor:

Entrance Hall, Kitchen, Lounge

First Floor:

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

Outside:

Front: Paved foregarden

Rear: Garden with patio and decking area

Leasehold Information:

Term: 125 years from 4 September 1989



Ground Rent: £10 per annum

Service Charge: £186.60 per annum

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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4-6 High Street, Chasetown, West Midlands, WS7 3XF

Property Description:

A valuable Freehold investment opportunity of traditional brick construction surmounted by a replacement tile clad roof and currently providing a Ground Floor Retail Unit together with a self contained flat to the First Floor. The Ground Floor is presently let to One Stop Stores Ltd (part of Tesco Plc) on a Full Repairing and Insuring lease for a term of 15 years (with no break clauses) at a current rental of £25,000 per annum, which commenced 14 July 2008. The First Floor Flat has recently been refurbished and benefits from vacant possession, UPVC double glazing and gas fired central heating. There is a substantial free parking area to the rear of the property (not included in the Title) which can provide direct access to the rear of the Retail Unit. The High Street itself is located in the centre of

Chasetown which itself is located to the south of Burntwood.

Total Rental Income: £25,000pa

Potential Rental Income: £32,200pa (approx.)

Accommodation:

Ground Floor:

Retail Area extending to approximately 124.7sq.m. (1,343sq.ft.), Two Store Rooms, Staff Room/Kitchen, Staff WC

First Floor:

Self Contained access off frontage, Reception Hall, Living Room, modern Kitchen/Diner, Three Bedrooms, Bathroom with modern suite

Vendors Solicitors:

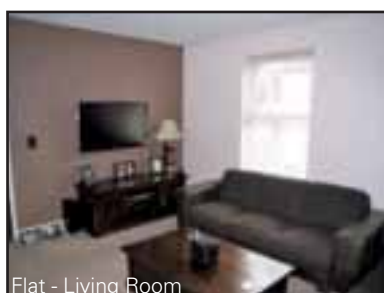
Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Flat - Kitchen



Flat - Living Room

LOT 15**Freehold Vacant Possession**

**698 Kingstanding Road,
Great Barr, Birmingham
B44 9SS**

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, benefiting from mostly UPVC double glazed windows and external doors and whilst having been well maintained, requires some modernisation and upgrading. The property further has potential for the provision of either off road parking or the erection of a garage located in the rear garden and accessed by way of a shared driveway. The property is situated within less than a quarter of a miles distance to the north of Kingstanding shopping centre and within approximately half a mile distance from Sutton Park.

Accommodation:**Ground Floor:**

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

First Floor:

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

**Outside:**

(Front) Lawned foregarden, pedestrian side gated access to rear

(Rear) Yard, brick store, partly lawned garden and rear pedestrian access onto a shared driveway which provides the potential for the erection of a garage/ off road parking located to the rear garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 16**Freehold Vacant Possession**

**65 Goosemoor Lane, Erdington,
Birmingham B23 5PW**

Property Description:

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having been extended to the rear and includes UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition. The property further benefits from having a garage accessed via the rear of the property providing additional off road parking. Goosemoor Lane is located off Court Lane and Gravelly Lane (B4142) and the property itself is approximately within half a miles distance from the main High Street located in Erdington.

Accommodation:**Ground Floor:**

Entrance Porch, Entrance Hall, Lounge, Dining Room, Kitchen and Sun Room, stair to first floor.

First Floor:

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

Outside:

Front: Block paved foregarden allowing for off road parking.

Rear: Lawned garden and garage accessed via service road to the rear.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Waller & Farmworth
Independent Estate Agents





91 Vowles Road, West Bromwich, West Midlands B71 1AT

Property Description:

A modern three bedroom mid town house of brick construction surmounted by a tile clad roof. The property was built in 2007 and benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings, and is offered for sale in presentable condition. The property further benefits from having two allocated parking spaces. Vowles Road is located off Bank Street which in turn is found off Vicarage Road (B4149). The property is approximately within one mile of the main shopping centre located in West Bromwich.

Accommodation:

Ground Floor:

Entrance Hallway, Reception Room, WC with low level WC, Kitchen

First Floor:

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

Outside:

Front: Small lawned Foregarden and allocated parking

Rear: lawned Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Apartment 11, Prospect View, Clive Road, Redditch, Worcestershire B97 4PE

Property Description:

A purpose built ground floor flat forming part of an attractive modern development prominently situated on Clive Road and benefiting from secure off road parking, security door entry system, double glazed windows, gas fired central heating and a range of modern fitments. The development was constructed in 2005 and the property therefore benefits from a current NHBC guarantee. Clive Road runs between Birmingham Road and Hewell Road and the property is conveniently within approximately one quarter of a mile distance from both Redditch Town Centre providing a wide range of retail amenities and services and Redditch Railway Station.

The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £600 per calendar month (£7,200 per annum)

Accommodation:

Ground Floor:

Communal Entrance Hall, Reception Hall with store, Living Room with Open Plan Kitchen containing a range of modern fitted units, Master Bedroom with En-suite Shower Room having shower enclosure, wc and wash basin, Bedroom Two, Bathroom with panelled bath, pedestal wash basin and wc

Outside:

Communal tarmacadamed car park with electric gated access and gardens

Leasehold Information:

Lease Term: 125 years from 1st January 2005

Ground Rent: £200 per annum

Service Charge: Refer to Legal Pack

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 19

Freehold Vacant Possession

130 Weston Lane, Tyseley, Birmingham B11 3RX

Property Description:

A traditional mid terraced house of brick construction, surmounted by a pitched interlocking tile clad roof, set back from the road behind a walled fore-garden and requiring modernisation and improvement. Weston Lane itself runs directly between Reddings Lane and Warwick Road (A41) which provides direct access to both Sparkhill and Acocks Green Shopping Centres and Tyseley Railway Station is conveniently within approximately half a mile distance.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen.

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath, vanity wash basin and WC.



-Outside:

(front) Small walled fore-garden.

(rear) Paved yard, outside W.C and Store, garden and shared pedestrian access.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



The Plaza Bingo Hall, 251 Halesowen Road, Old Hill, West Midlands, B64 6JD

Property Description:

A substantial brick built property with a number of former uses, including Bingo Hall, Theatre, Cinema and Music Hall. The property is laid out over two floors comprising of one large Bingo Hall to the Ground Floor and one large Bingo Hall to the First Floor together with ancillary accommodation. The property has seen a number of major performances during its coloured history including Charlie Chaplin and several performances by The Beatles. The property itself is located on a substantial plot together with large car parking area located on the corner of Halesowen Road and Spring Meadow. Old Hill is an established centre approximately 2-3 miles from Cradley Heath, Blackheath and Halesowen town centres. The motorway network is accessed at junctions 2 and 3 on the M5.

Accommodation:

Ground Floor:

Large Entrance Hall to Lobby leading to substantial Bingo Hall, Disabled w/c, Male w/c, Storeroom, Private Office, loading ramp leading to Car Park, Kitchen and Associated Stores, Bar/ Servery with Associated Stores further Large Storeroom with partitioned Boiler Room, Ladies w/c's and Staff w/c.

**Net Useable Floor Space - 627sq.m.
(6,749sq.ft.)**

First Floor:

Large open plan Bingo Hall, Separate Entertainment Area, Bar/Servery with Associated Stores, Private Manager's Office and Disabled w/c's.

**Net Useable Floor Space - 562sq.m.
(6,049sq.ft.)**

Outside:

There is a Car Park to the side providing parking for approximately 20 vehicles

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



Leasehold Warehouse and Office Building with Vacant Possession



Salford House 533/537 Lichfield Road, Aston, Birmingham B6 7SP

Property Description:

A purpose built three storey office/warehouse building of brick construction, situated fronting Lichfield Road and benefiting from a rear car park contained within a separate lease. The property provides functional and well laid out accommodation on three floors with dual entrances and concrete stairways and is ideal for subdivision into a range of office/workshop suites. The property occupies a prominent position fronting Lichfield Road and is located within less than half a mile distance from Spaghetti Junction/M6 Motorway (junction 6)

Accommodation:

Ground Floor:

Reception, Retail Area/Workshop and Two Wash Rooms each with wash basin and wc

First Floor:

Stairs and Landing, Open Plan Store incorporating a Partitioned Office, Two Wash Rooms each with wc and wash basin, Kitchenette

Second Floor:

Stairs and Landing with Lobby/Corridor, Two Wash Rooms each with wc and wash basin and a range of 8 Offices

Outside:

(Front) Tarmacadamed Forecourt providing off road parking, gated vehicular access leading to rear

(Rear) Car parking area

Gross Internal Area:

Approximately 604.35sq.m (6,502sq.ft)

Leasehold Information:

The property and car park are held on separate leases as follows:

The property and forecourt:

Held on a long lease for a term of 75 years from 29th September 1963

Ground Rent: Currently £175 per annum reviewed on 29th August 2013 for the remainder of the term

Rear Car Park: Held on a lease for a term of 20 years from 29th September 1999 at a current rental of £2,115 per annum (reviewed every five years)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





2 Brunel Walk, Polesworth, Tamworth, Staffordshire B78 1DH

Property Description:

A detached bungalow offering well laid out accommodation benefiting from three bedrooms, garage, part double glazed windows and gas fired central heating. The property is situated in a cul-de-sac which leads off Station Road and forms part of the village of Polesworth which contains a range of local retail amenities and services along with a railway station and is located approximately four miles distance to the East of Tamworth Town Centre. The property requires some modernisation and cosmetic improvement.

with panelled bath having shower attachment, Wash Basin and WC

Outside:

(Front) Lawned foregarden and tarmacadamed driveway leading to garage, pedestrian side access to rear

(Rear) Paved patio and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Accommodation:

Ground Floor:

Reception Porch, Lounge, Breakfast Kitchen, Inner Hallway, Three Good Sized Bedrooms, Bathroom

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 £295 + 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



Freehold Hotel/ Business Opportunity with Vacant Possession



The Coach House, 1069 Warwick Road, Acocks Green, Birmingham B27 6QT

Property Description:

A detached period built family run hotel prominently situated fronting Warwick Road and having been substantially extended to the side and rear offering very presentable and well maintained accommodation benefiting from ten lettable bedrooms, staff accommodation, ample off road parking to front and rear, gas fired central heating, mostly UPVC double glazed windows and licensed bar. The property is set back from the road behind a tarmacadamed forecourt, being located on a site extending to approximately 0.22 acres (0.09Ha) and is located within less than a quarter of a mile distance from Acocks Green Shopping Centre and lies within approximately three miles distance to the south east of Birmingham City Centre and within five miles distance from Birmingham Airport, The Nation Exhibition Centre and The M42 Motorway (junction 6)

Accommodation:

Basement/Staff Accommodation:

Stairs and Hallway, Beer Cellar, Double Bedroom with Separate Fire Escape, Bathroom with panelled bath, pedestal wash basin and wc

Ground Floor:

Porch, Reception Hall, Dry Lounge, Disabled Toilet, Gents Toilet, Dining Room, Ladies Toilets, Commercial Kitchen which includes stainless steel sink, dish washer, range cooker, extraction hood, fryer, hot cupboard along with a preparation areas and cupboards, Lobby, Staff Toilet/Laundry Room, Lounge/Licensed Bar, Private Side Entrance to Staff Bedroom/Bedroom Ten with En-suite Bathroom

First Floor:

Stairs and Landing, Bedroom One (Double) with En-suite Shower Room, Bedroom Two (Twin) with wash basin, Guest Bathroom with panelled bath, pedestal wash basin and wc, Bedroom Three (Twin) with wash basin, Guest Shower Room with wc and wash basin, Bedroom Four (Single) with wash basin, Bedroom Five (Twin) with En-suite Shower Room, Bedroom Six (Double) with En-suite Shower Room, Bedroom Seven (Twin) with En-suite Shower Room, Bedroom Eight (Twin) with En-suite Shower Room, Bedroom Nine (Family Room) with Ensuite Shower Room

Second Floor:

Stairs to Private Staff Bedroom (Double)

Outside:

(Front) Tarmacadamed forecourt providing off road parking, iron gated vehicular access through to rear

(Rear) Tarmacadamed car park, patio area, brick store and lawned garden

Note: We are advised to by the vendors that planning consent has been granted for the erection of a conservatory on the existing patio area

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233







80 Elmay Road, Sheldon, Birmingham B26 2NG

Property Description:

A semi detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a gravelled foregarden allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and is offered for sale in presentable condition the property further benefits from a garage located at the rear and accessed via a service road. Elmay Road is located off Barrows Lane which in turn is located off Coventry Road (A45) which gives direct access to Birmingham City Centre and Birmingham International Airport.

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, covered side passage, stair to first floor

First Floor:

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

Outside:

Front: Walled foregarden

Rear: Lawned Garden with garage accessed via service road

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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Residential Development Site c/o of Coal Pool Lane and Harden Road, Walsall WS3 1

Property Description:

A parcel of freehold land extending to approximately 0.87 acres (0.355 Ha) and benefiting from outline Planning Consent for the erection of 24 residential dwellings (8 Apartments & 16 Houses). The site itself is the former Swan & Cues Public House which has now been demolished providing a clear site located directly on the corner of Harden Road and Coal Pool Lane. The site itself is located approximately 1.5 miles to north of Walsall Town Centre.

Planning:

The site has the benefit of Outline Planning Consent granted on 8 November 2006 by Walsall Metropolitan Borough Council for the erection of 24 dwellings. (Ref 06/1345/OL/E11)

Proposed Accommodation:

The proposed accommodation consists of:

- 10 No. Four Bedroom three storey terraced houses
- 2 No. Four Bedroom three storey semi-detached houses
- 2 No. Three Bedroom two storey terraced houses
- 1 No. Two Bedroom two storey terraced house
- 1 No. Five Bedroom three storey terraced house
- 8 No. Two Bedroom Apartments located on the Ground, First, Second and Third Floors.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Land to the rear of 78 – 112 Newcomen Road, Bedworth, Warwickshire CV12 0EW

Description:

A parcel of freehold land previously containing lock up garages, which have been demolished and cleared and benefiting from outline planning consent for the erection of a range of 14 residential dwelling houses. The site extends to an area of approximately 1.78 acres (0.75Ha) and benefits from vehicular access from several roads in the immediate area. The site forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and a half miles distance to the south west of Bedworth Town Centre.

Planning:

The site benefits from planning consent granted by Nuneaton & Bedworth Borough Council (Ref: 010453 and following an application dated 12 April 2006) for the erection of 19 residential dwellings which we understand comprises of a range of semi detached houses and town

houses. The scheme has since been re-drafted for a development of 14 dwellings to satisfy the requirements of the National Grid and comprises of 9 Two Bedroom dwellings and 5 Three Bedroom dwellings.

The planning consent is subject to Section 106 Notice (Town & Country Planning Act 1990) whereby the developer will be required to make a payment to the local authority comprising of a fixed sum of £635 in respect of dwellings with one bedroom and £1,010 in respect of dwellings with two or more bedrooms.

A copy of the planning consent and Section 106 Notice is available for inspection at the auctioneers' offices

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Land to the rear of 7-19 Humphrey Davy Road, Bedworth, Warwickshire CV12 0JD

Description:

A parcel of freehold land previously containing lock up garages, which have been demolished and cleared and benefiting from outline planning consent for the erection of four residential dwellings. The site extends to an area of 0.30 acres (0.12Ha) and benefits from vehicular access between numbers 15 and 17 Humphrey Davy Road. The site forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and half miles distance to the south west of Bedworth Town Centre.

Planning:

The site benefits from planning consent granted by Nuneaton & Bedworth Borough Council (Ref: 011462 and dated 29th November 2007) for the erection of four dwellings which we understand will comprise of two pairs of semi detached single

storey properties. The planning consent is subject to a Section 106 Notice (Town & Country Planning Act 1990) whereby the developer will be required to make a payment to the local authority comprising of a fixed sum of £635 in respect of dwellings with one bedroom and £1,010 in respect of dwellings with two or more bedrooms.

A copy of the planning consent and Section 106 Notice is available for inspection at the auctioneers' offices

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Land to the rear of 61 – 67 Mavor Drive, Bedworth, Warwickshire CV12 0HH

Description:

A parcel of freehold land previously containing lock up garages , which have been demolished and cleared and benefiting from outline planning consent for the erection of five houses. The site extends to an area of approximately 0.26 acres (0.10Ha) and benefits from vehicular access adjacent to number 61 Mavor Drive. The site forms part of an established residential estate located on the outskirts of Bedworth and is situated approximately one and half miles distance to the south west of Bedworth Town Centre.

The planning consent is subject to Section 106 Notice (Town & Country Planning Act 1990) whereby the developer will be required to make a payment to the local authority comprising of a fixed sum of £635 in respect of dwellings with one bedroom and £1,010 in respect of dwellings with two or more bedrooms.

A copy of the planning consent and Section 106 Notice is available for inspection at the auctioneers' offices

Vendors Solicitors:

Refer to Auctioneers

Planning:

The site benefits from planning consent granted by Nuneaton & Bedworth Borough Council (Ref: 010079 and dated 22nd February 2006) for the erection of five houses which we understand comprise of one pair of semi detached properties and a terrace of three town houses.

Viewings:

Via Cottons – 0121 247 2233





3 Manor Avenue South, Kidderminster, Worcestershire DY11 6DE

Property Description:

A modern semi detached house of brick construction surmounted by a pitched tile clad roof, offered for sale in a presentable condition and benefiting from gas fired central heating, mostly double glazed windows, three bedrooms and a garage. Manor Avenue South forms part of an established residential area containing a range of similar properties and is located approximately one mile distance to the west of Kidderminster Town Centre.

The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £540 per calendar month (£6,480 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 Porch, Reception Hall, Lounge, Dining Kitchen with a range of fitted units and Pantry

First Floor:

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

Outside:

(Front) Lawned foregarden with full length tarmacadamed driveway leading to rear

(Rear) Patio, lawned garden and garage

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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Comberford Hall, Comberford Road, Comberford, Tamworth, Staffordshire B79 9BA

Property Description:

An imposing Grade II Listed, three storey Georgian family residence which has been sympathetically restored having a host of character features and is set within approximately 1.8 acres of grounds (not including the driveway) which include gardens with lake, a paddock, stabling and garages. The property is currently laid out as a four reception room and four bedroom home and in addition the second floor comprises of a large three bedroom apartment and this provides scope to create a seven/eight bedroom dwelling. The property benefits from gas fired (LPG) central heating. The property is approached by way of a long private driveway (included in the title) which serves a handful of other properties and leads off Comberford Road opposite the junction with Comberford Lane. Tamworth Town Centre lies within approximately two miles distance to the south.

Accommodation:

Ground Floor:

Feature Reception Hall with solid oak staircase, Sitting Room, Drawing Room, Library, Dining Room, Breakfast Kitchen with a range of modern fitted units having granite work surfaces, Belfast sink and an Aga, Inner Lobby, Rear Entrance Hall with private stairs off (leading to second floor)

First Floor:

Stairs and Landing, Master Bedroom with En-suite Bathroom having double glazed shower enclosure, roll top bath, twin wash hand basins and wc, Dressing Room, Bedroom Two (Double) with En-suite Bathroom having panelled bath with shower attachment, wash hand basin and wc, Bedroom Three with En-suite Shower Room having shower enclosure, wash basin and wc, Bedroom Four with En-suite Shower Room (no fittings)

Second Floor Accommodation:

Separate Stairway leading to Landing, Lounge, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), Store Room, Breakfast Kitchen and Potential Bathroom with wc and wash basin only

Outside:

The property is approached by way of a long private shared driveway leading to extensive grounds containing gravelled parking area, two garages/workshops, gardens containing a small lake, paddock and stabling

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





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38 Osbourne House, Queen Victoria Road, Coventry CV1 3JD

Property Description:

A purpose built fourth floor apartment forming part of a prominent seven storey development and providing well laid out accommodation benefiting from a range of modern kitchen and bathroom fitments, electric heating, double glazed windows, security door entry system, balcony and an allocated parking space. The property is located within the heart of Coventry City Centre in the section of Queen Victoria Road which comprises of a cul-de-sac and branches off at the junction with Greyfriars Road and enjoys convenient access to a wide range of retail and leisure amenities located in the city centre, and is within walking distance from Coventry Railway Station.

Accommodation:

Ground Floor:

Communal Reception Hall with security door entry system, lift and stair access to:

Fourth Floor:

Reception Hall with door entry telephone, security alarm and walk-in store, Open Plan Lounge/Dining Room/Kitchen with a range of modern wooden effect laminate units incorporating built in oven, hob, cooker hood, dish washer, fridge and washer/dryer and balcony, Two Double Bedrooms, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Car Parking:

The property benefits from one allocated car parking space located in the ground floor garage

Leasehold Information:

Term: 999 years from 10 June 2004

Ground Rent and Service Charge:

Refer to Legal Pack

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



46 Fourth Avenue, Wolverhampton, West Midlands WV10 9L

Property Description:

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

Accommodation:

Ground Floor:

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

First Floor:

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

Second Floor:

Bedroom

Outside:

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

(Rear) Lawned garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

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





**250 Lichfield Road, Brownhills,
Walsall, WS8 6LH**

Property Description:

A substantial Industrial Warehouse/ Workshop premises comprising of a brick built office frontage together with several steel portal framed bays which presently intercommunicate. The industrial area benefits from concrete floor, brickwork/blockwork internal walls, mezzanine storage levels to part and has suffered some vandalism damage to most areas. The property itself extends to a total floor area of 2,946sq.m (31,711sq.ft) and sits upon a site which extends to 1.1 acres. The property is located on Lichfield Road close to the junction with Sadler Road approximately 0.5 miles from Brownhills Town Centre.

Accommodation:

Ground Floor:

Offices extending to approximately 353sq.m (3,800sq.ft), Warehousing/ Workshop bays extending to approximately 2,183.2sq.m (23,500sq.ft)

First Floor:

Offices extending to approximately 103.1sq.m (1,110sq.ft) Mezzanine Storage extending to approximately 307.5sq.m (3,310sq.ft)

Outside:

Loading bay to side together with car park at front providing parking for approximately 35 cars.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





**183 Gravelly Lane, Erdington,
Birmingham, B23 5SG**

Property Description:

A mid terraced commercial unit comprising of a Ground Floor retail area together with a self contained flat to the First Floor. The Ground Floor has recently been redecorated including re-plastering. The whole building is offered for sale in presentable condition. The Ground Floor is currently let by way of a 6 year lease at a rental of £10,920 per annum, whilst the First Floor flat is currently vacant. The property itself is located on Gravelly Lane close to the junction with Oliver Road, approximately 4 miles to the north east of Birmingham City Centre.

Accommodation:

Ground Floor:

Retail Area extending to approximately 18.2sq.m (195sq.ft)
Rear Store Room extending to approximately 9.7sq.m (104sq.ft)
Separate w/c, Kitchen and Lean to Storage Area

First Floor Flat:

Self contained entrance at rear, Reception Room, Bedroom, Kitchen, and Bathroom with panelled bath, pedestal wash hand basin, w/c

Outside:

Front: Property fronts directly onto Gravelly Lane

Rear: Garden area providing access to flat

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





215 Lakey Lane, Hall Green, Birmingham, B28 8QT

Property Description:

A mid terrace Retail Unit with self contained Flat above being of traditional construction surmounted by a tile clad roof. The Ground Floor is currently let on a lease for a term of 3 years which commenced 14 December 2007 at a rental of £8,600 pa, whilst the First Floor Flat currently has vacant possession. The property itself is located in a parade of similar units in the suburb of Hall Green.

The Retail Area benefits from Aluminium Framed Shop Front, Fluorescent Strip Lighting and Suspended Ceiling to the Rear

First Floor:

Living Room, Kitchen, Two Bedrooms, Bathroom and Separate w/c
The Flat benefits from gas fired central heating and UPVC double glazing.

Vendors Solicitors:

Refer to Auctioneers

Accommodation:

Ground Floor:

Retail Area extending to 63.8sq. m (687sq.ft), Kitchen/Staff Room, Separate WC

Viewings:

Via Cottons – 0121 247 2233



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99-103 Station Road, Erdington, Birmingham B23 6UG

Description:

A parcel of freehold land extending to an area of approximately 554 sq metres (5968 sq. ft.) and benefiting from planning consent for the demolition of the existing brick built offices and replacement with a three storey block with rear parking and communal amenity space containing 7 No. two bedroom flats and 1 No. one bedroom flat. The site is rectangular in shape and situated on Station Road close to the junction with both Shortheath Road and Gravelly Lane. The plot itself is within walking distance to Erdington Train Station and within a quarter of a miles distance from the main High Street located in Erdington.

Planning:

The land benefits from planning consent granted by Birmingham City Council (reference N/067555/07/FUL and dated 28 December 2007) for the residential development of 7 No. two bedroom flats and 1 No. one bedroom flat accommodated within a three storey block with rear parking and landscaped communal amenity space. A copy of the planning consent is available for inspection at the Auctioneer's offices.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Garage Yard to the rear of 113-123 Old Church Road, Coventry, CV6 7EB

Property Description:

A lock up garage yard extending to an area of approximately 0.191 acres (0.077Ha) being accessed by way of a driveway which leads off Old Church Road directly between numbers 111-113. The yard itself which has a secure gated access, contains a total of 6 lock up garages all of which are currently let on monthly licences producing a total rental income of £210 per calendar month (£2,520 per annum). Old Church Road (B4082) itself runs directly between Foleshill Road (B4113) and Hall Green Road (B4109).

additional 10 lock up garages and retention of 6 lock up garages" granted by Coventry City Council. The vendor has been informed by the council that the 1967 application is still 'live' and that the Planning Permission will not need to be renewed and anyone wishing to pursue this Planning Application must speak to Coventry City Council Planning Department to satisfy themselves before bidding.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Planning:

There is a Planning Application dated 2 August 1967 for the "Erection of





Gas Governor Station, Coronation Road, Washwood Heath, Birmingham, B8 2UU

Property Description:

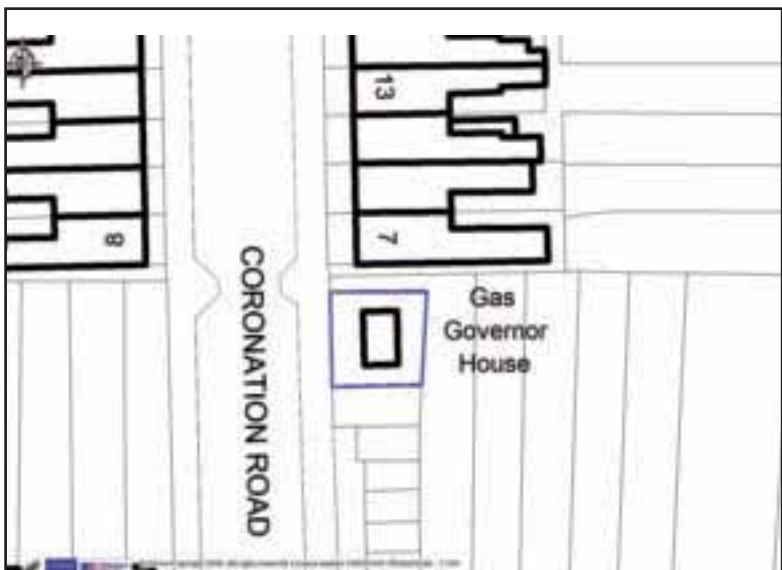
A freehold investment opportunity comprising of a parcel of land extending to approximately 600sq. ft and containing a Gas Governor Station. The Station is presently let to West Midlands Gas Board (National Grid) for a term of 50 years which commenced 24th October 1966 and currently paying £1500 per annum. The premises are located adjacent to 7 Coronation Road, which itself runs directly off Washwood Heath Road.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





Freehold Ground Rent, 49 Milverton Road, Erdington, Birmingham B23 6ES

Description:

A Freehold Ground Rent Investment secured upon a traditional end terraced house of part rendered brick construction surmounted by an interlocking tile clad roof, having three bedrooms and situated in the residential suburb of Erdington. The property is subject to a long lease for a term of 99 years which commenced on 1st May 1988.

Ground Rent Income:

Currently £250 per annum rising in 2028 to £500 per annum rising in 2048 to £1,000 per annum and rising in 2068 to £2,000 per annum for the remainder of the term

Additional Income:

Under the terms of the lease the freeholder is entitled to charge the lessee the sum of 0.9% of the sale price/consideration following any assignment of the property and in respect of a re-mortgage is entitled to charge 0.9% of the mortgage advance.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Not Applicable

Note: The purchaser will be required to pay the sum of £250 plus VAT as a contribution towards the freeholder's legal costs

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.



Freehold Ground Rent, 32 Gospel Farm Road, Acocks Green, Birmingham B27 7JN

Description:

A Freehold Ground Rent Investment secured upon a mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof, having three bedrooms and situated in the residential suburb of Acocks Green. The property is subject to a long lease for a term of 99 years which commenced on 1st May 1988.

Ground Rent Income:

Currently £250 per annum rising in 2028 to £500 per annum rising in 2048 to £1,000 per annum and rising in 2068 to £2,000 per annum for the remainder of the term

Additional Income:

Under the terms of the lease the freeholder is entitled to charge the lessee the sum of 0.9% of the sale price/consideration following any assignment of the property and in respect of a re-mortgage is entitled to charge 0.9% of the mortgage advance.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Not Applicable

Note: The purchaser will be required to pay the sum of £250 plus VAT as a contribution towards the freeholder's legal costs

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Freehold Ground Rent, 7 Belvidere Grove, Weoley Castle, Birmingham B29 5ED

Description:

A Freehold Ground Rent Investment secured upon a semi detached house of brick construction surmounted by a hipped tile clad roof having three bedrooms and situated in the residential suburb of Weoley Castle. The property is subject to a long lease for a term of 99 years which commenced on 1st May 1988.

Ground Rent Income:

Currently £250 per annum rising in 2028 to £500 per annum rising in 2048 to £1,000 per annum and rising in 2068 to £2,000 per annum for the remainder of the term

Additional Income:

Under the terms of the lease the freeholder is entitled to charge the lessee the sum of 0.9% of the sale price/consideration following any assignment of the property and in respect of a re-mortgage is entitled to charge 0.9% of the mortgage advance.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Not Applicable

Note: The purchaser will be required to pay the sum of £250 plus VAT as a contribution towards the freeholder's legal costs

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E-mail: auctions@cottons.co.uk





Freehold Ground Rent, 89 Round Road, Erdington, Birmingham B24 9SJ

Property Description:

A Freehold Ground Rent Investment secured upon a mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof, having three bedrooms and situated in the residential suburb of Erdington. The property is subject to a long lease for a term of 99 years which commenced on 1st May 1988.

Ground Rent Income:

Currently £250 per annum rising in 2028 to £500 per annum rising in 2048 to £1,000 per annum and rising in 2068 to £2,000 per annum for the remainder of the term

Additional Income:

Under the terms of the lease the freeholder is entitled to charge the lessee the sum of 0.9% of the sale price/consideration following any assignment of the property and in respect of a re-mortgage is entitled to charge 0.9% of the mortgage advance.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Not Applicable

Note: The purchaser will be required to pay the sum of £250 plus VAT as a contribution towards the freeholder's legal costs

ADMINISTRATION FEE

An Administration Fee of £295 + 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 43**Freehold Vacant Possession****4 Barn Close, Dordon,
Tamworth, Staffordshire
B78 1PH****Property Description:**

A semi detached house of non traditional "wates" concrete construction surmounted by a pitched interlocking tile clad roof and requiring modernisation and improvement throughout. Barn Close forms part of a residential estate containing a range of similar properties and is located via Roman Way off Long Street which in turn leads off Watling Street (A5) and provides direct access to the M42 Motorway (junction 10). The local town of Polesworth is within approximately one mile distance.

Accommodation:**Ground Floor:**

Entrance Hall, Kitchen, Lounge, Dining Room

First Floor:

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

**Outside:**

(Front) Paved forecourt, pedestrian side access leading to rear

(Rear) Yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

**LOT 44****Freehold Vacant Possession****89 Chapelon, Tamworth,
Staffordshire B77 2EN****Property Description:**

A modern three storey mid town house surmounted by a pitched interlocking tile clad roof and offered for sale in a presentable condition, benefiting from extensive and well laid out accommodation including four double bedrooms, gas fired central heating, UPVC double glazed windows and external doors, integrated mains smoke detectors and emergency lighting system along with a range of modern kitchen fitments.

Accommodation:**Ground Floor:**

Entrance Porch, Reception Hall, Cloak Room with wc and wash basin, Breakfast Kitchen with extensive range of modern fitted units with built in oven, hob and cookerhood, Full Width Lounge

First Floor:

Stairs and Landing, Two Double Bedrooms, Box Room/Study

Second Floor:

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

**Outside:**

(Front) Lawned foregarden

(Rear) Enclosed garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





30 Elmdon Road, Acocks Green, Birmingham B27 6LH

Property Description:

A substantial traditional built three storey semi detached residence of brick construction with a tile clad roof, currently laid out as two self-contained flats along with four bed-sitting rooms each with shared kitchen and bathroom facilities. The property itself is set back from the road behind a lawned fore-garden and benefits from a driveway and garage area to the side, which may allow scope for future extension/ redevelopment (subject to obtaining the appropriate planning consent from the local authority). The property benefits from a shared gas fired central heating system, mostly Upvc double glazed windows, along with a fitted mains fire detection system, emergency lighting and fire doors.

The property is currently partly let on Assured Shorthold Tenancy Agreements.

Room/Flats 1,2,5 & 6 are Let producing an income of £16,560 per annum
Rooms 3 & 4 are Vacant

We understand from the vendor that when fully let the property will produce a rental income in the region of £24,000 per annum.

Accommodation:

Ground Floor:

Entrance Hall, Reception Hall with boiler room, Room 1, Room 2, Flat

3 – Bed-sitting Room, Kitchen and bathroom with bath, wash basin & WC.

First Floor:

Stairs and Landing, Cloakroom with wc, Room 4, Room 5, Shared Bathroom with modern suite comprising panelled bath, pedestal wash basin & WC, Shared Breakfast/Kitchen with a range of fitted units and built-in oven and hob.

Second Floor:

Stairs to

Flat 6:

Lounge, Double Bedroom, Bathroom with panelled bath, pedestal wash basin & WC, Separate Kitchen with a range of units and built-in cooker.

Outside:

(front) Lawned fore-garden and driveway providing off-road parking,

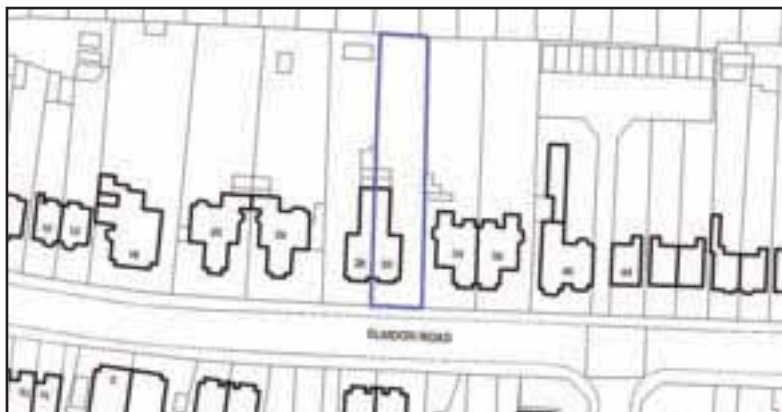
(side and rear) Dilapidated Garage and large garden.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233





41 South Street, Redditch, Worcestershire, B96 7DQ

Property Description:

A substantial detached property of traditional brick and tile construction which has been formally converted to 5 self contained apartments capable of being sold individually. The flats themselves have recently undergone much improvement work and are offered for sale in very presentable condition throughout. All flats benefit from gas fired central heating, UPVC double glazing, modern kitchen and bathroom fittings and allocated parking to the rear. The flats themselves are currently let on 5 separate Assured Shorthold Tenancies producing a Total Rental Income of £2,495 a month (£29,940 per annum). The property itself is located on the corner of South Street and West Avenue within ½ mile of Redditch Town Centre.

Accommodation:

Ground Floor:

Front Flat (Flat 1) – Let at £490pcm (£5,880pa)

Communal Entrance Hall, Reception Hall, Living Room, Two Bedrooms, Kitchen with modern fittings and Bathroom with panelled bath, w/c pedestal wash hand basin.

Rear Flat (Flat 2) – Let at £575pcm (£6,900pa)

Reception Hall, Living Room, Two Bedrooms, Kitchen with modern fittings Bathroom with panelled bath, wash hand basin and w/c.

First Floor:

Front Flat (Flat 3) – Let at £495pcm (£5,940pa)

Communal Entrance Hall, Reception Hall, Living Room/Kitchen, Two Bedrooms and Bathroom with panelled bath, w/c and wash hand basin.

Rear Flat (Flat 4) – Let at £485pcm (£5,820pa)

Communal Entrance Hall, Reception Hall, Kitchen/Living Room, Two Bedrooms, Bathroom with panelled bath, w/c and pedestal, wash hand basin.

Second Floor:

(Flat 5) – Let at £450pcm (£5,400pa)

Reception Hall, Stairs and Landing, Living Room, Bedroom, Kitchen, Shower Room with separate shower cubicle, w/c and pedestal wash hand basin.

Please note – Flats 1, 3, 4 and 5 are accessed by a Communal Entrance Hall whilst Flat 2 has a self contained access via the rear.

Outside:

(Front) Walled foregarden.

(Rear) Communal Gardens with 5 allocated parking spaces.

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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**25 Wood Street,
Cwmcarn, South Wales
NP11 7EN**

Property Description:

A traditional mid terraced house surmounted by a pitched tile clad roof, providing well laid out accommodation benefiting from gas fired central heating and double glazed windows.

The property forms part of the village of Cwmcarn in the Ebbw Valley in South Wales and is located approximately 10 miles to the north of Cardiff City Centre.

Accommodation:

Whilst the accommodation has not been inspected by the auctioneers we understand that it comprises of:

Ground Floor:

Through Lounge/Dining Room, Kitchen with a range of fitted units, Lobby, Bathroom with panelled bath, wash basin and wc

First Floor:

Stairs and Landing, Two Double Bedrooms

**Outside:**

(Rear) Predominantly paved garden with pedestrian gated access

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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LOT 48

Freehold Vacant Possession

**43 Sandbourne Road,
Alum Rock, Birmingham
B8 3NT**

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a foregarden and benefiting from UPVC double glazed windows but requiring repair and modernisation throughout. Sandbourne Road forms part of a traditional residential area located directly off Alum Rock Road close to the junction with Pelham Road.

Accommodation:

Ground Floor:

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

First Floor:

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



Outside:

(Front) Foregarden set behind privet hedge.

(Rear) Brick paved yard, brick stores, and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

LOT 49

Freehold Vacant Possession

**122 Abbey Road,
Smethwick,
West Midlands B67 5LP**

Property Description:

A traditional bay fronted mid terraced house of brick construction surmounted by a pitched slate clad roof, offering well laid out accommodation but requiring complete modernisation and improvement. The property is situated close to the junction with Barclay Road and is within close proximity to Warley Woods Park and within approximately half a mile distance from Bearwood Road which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor:

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

First Floor:

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



Outside:

(Front) Walled foregarden

(Rear) Brick paved yard and garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



COTTONS
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Offered for sale by order of the Court Appointed Receiver



122 – 124 Cambridge Street, Rugby, Warwickshire CV21 3NJ

Property Description:

A valuable re-development/investment opportunity comprising of a traditional built three storey property of brick construction surmounted by a pitched tile clad roof and occupying a corner position prominently situated at the junction with Hunter Street. The property currently comprises of a ground floor retail shop which has previously been used as a hairdressers along with residential accommodation to the first and second floors over and it has been partly converted into 2 two bedroom flats which benefit from UPVC double glazed windows. Further repair and modernisation works are required to the property. The property forms part of a predominantly residential area located approximately one mile distance to the East of Rugby Town Centre.

Planning:

Interested parties should make their own enquiries with the Rugby Borough Council Planning Authority



Accommodation:

DESCRIPTION	SQ.M	(SQ.FT)
Ground Floor		
Room 1	23.47	253
Room 2	9.48	102
Room 3	11.9	128
Room 4	28.97	312
Kitchen	7.12	77
WC/Shower	4.89	53
Apartment Entrance	8.22	88
First Floor		
Bathroom 1	2.31	25
Kitchen 1	16.66	179
Living 1	20.52	221
Living 2	18.79	202
Kitchen 2	14.26	153
Bathroom 2	7.62	82
Second Floor		
Bedroom 1	10.79	116
Bedroom 2	14.75	159
Shower Room 1	1.3	14
Bedroom 3	9.51	102
Bedroom 4	11.88	128
Shower Room 2	2.44	26
Total Gross Internal Floor Area (GIA)	224.88	2,420
Total Net Effect Floor Area (NEFA)	206.32	2,220

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



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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.





27 Handley Close, Ryton On Dunsmore, Coventry Warwickshire CV8 3FG

Property Description:

A two storey semi detached house of brick construction surmounted by a pitched tile clad roof, situated in a cul-de-sac containing a range of similar properties. Ryton On Dunsmore comprises of a small village located off London Road (A45) and located approximately four miles distance to the south east of Coventry City Centre. Coventry Airport is conveniently located within approximately one and a half miles distance and both The M6 and M69 Motorways are within approximately six miles distance. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £420 per calendar month. (£5,040pa)

Accommodation:

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

Ground Floor:

Living Room and Kitchen

First Floor:

Stairs and Landing, Three Bedrooms and a Bathroom with Separate WC

Outside:

(Front) Garden

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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54A Tudor Road, Camp Hill, Nuneaton, Warwickshire CV10 9EH

Property Description:

A purpose built first floor maisonette situated in a block containing three other properties and containing well laid out accommodation but requiring modernisation and improvement. 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 local amenities.

Accommodation:

Ground Floor:

Entrance Hall

First Floor:

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

Outside:

Pedestrian side access to a rear garden

Leasehold Information:

Lease Term: 99 years which commenced on 25th December 1979

Ground Rent: Currently £25 per annum (rising during the term)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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**77 Tudor Road,
Camp Hill, Nuneaton,
Warwickshire CV10 9EH**

Property Description:

A purpose built ground floor maisonette situated in a block containing three other properties and containing 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 local amenities. The property is currently let on a Regulated Tenancy at a registered rental of £44 per week (£2,288 per annum) effective from 25th November 2006 (Re-registration now due).

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Two Bedrooms, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

Outside:

(Front) Foregarden with pedestrian side access to rear



(Rear) Garden

Leasehold Information:

Lease Term: 99 years which commenced on 25th December 1979

Ground Rent: Currently £25 per annum (rising during the term)

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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3 Lillington Grove, Birmingham B34 7PZ

Property Description:

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

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen and Lean to having WC

First Floor:

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

Outside:

Front: Decorative slate covered foregarden

Rear: Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233



**198 Dyas Avenue,
Great Barr, Birmingham
B42 1HG**

Property Description:

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


Accommodation:
Ground Floor:

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

First Floor:

Stairs and Landing, Two Bedrooms, Bathroom

Outside:

(Front) Foregarden, pedestrian side access to rear

(Rear) Garden

Vendors Solicitors:

Refer to Auctioneers

Viewings:

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Importance Notice:

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

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77 Highbridge Road, Sutton Coldfield, West Midlands B73 5QE

Property Description:

A substantial four bedroom semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a tarmacadam covered driveway giving access to car port and a two storey detached garage. The property benefits from having substantial well laid out accommodation however does require some modernisation and improvement. At the rear of the garden there is a detached garage accessed via a service road located off Southam Drive. Highbridge Road is located between both Boldmere Road (B4142) and Birmingham Road (A5127). The property is within approximately a miles distance from the main centre of Sutton Coldfield which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception Room, Rear Reception Room, Dining Room, Kitchen, Inner Lobby and Bathroom with panelled bath, pedestal wash basin and WC, stairs to first floor

First Floor:

Four Bedrooms and Bathroom (no fittings), access to boarded loft

Outside:

Front: Tarmacadam covered driveway allowing for off road parking and access

to car port and two storey garage

Rear: Substantial lawned garden with garage accessed via service road to rear

Vendors Solicitors:

Refer to Auctioneers

Viewings:

Via Cottons – 0121 247 2233

Waller & Farmworth
Independent Estate Agents





154 Greenhill Road, Handsworth, Birmingham B21 8EB

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating but requiring some modernisation and improvement. The property forms part of an established and traditional residential area and is situated close to the junction with Avenue Road which leads directly off Oxhill Road (A4040).

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen (no fitments)

First Floor:

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

Outside:

(Front) Small walled foregarden

(Rear) Paved yard with brick store/wc and garden with rear pedestrian gated access

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 Tuesday 17th February 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.



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Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 2 October 2005) Reproduced with the consent of the RICS Real Estate Group with the support of the Commercial and Residential Property Faculties.

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Introduction

The common auction conditions have three main sections:

1. Glossary

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

2. The conduct of the auction

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

3. Conditions of sale

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

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

The conditions are legally binding.

Important notice

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

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant
- Read the conditions
- Inspect the lot
- Carry out usual searches and make usual enquiries
- Check the content of all available leases and other documents relating to the lot
- Check that what is said about the lot in the catalogue is accurate
- Have finance available for the deposit and purchase price
- Check whether **VAT** registration and election is advisable.

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

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

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

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

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

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

Agreed completion date

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

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

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

Auction: The auction advertised in the **catalogue**

Auctioneers: The auctioneers at the **auction**

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

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

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

Completion: Completion of the sale of the **lot**

Conditions

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

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

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

(a) the date of the **sale memorandum** signed by both the **seller** and **buyer** or

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

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

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

General conditions: The conditions so headed

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

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

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

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

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

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

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

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

Seller: The person selling the **lot**

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

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

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

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

VAT: Value Added Tax or other tax of a similar nature

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

We (and **us** and **our**)
The **auctioneers**

You (and **your**)

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

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

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

- prepare the **catalogue** from information supplied by or on behalf of each **seller**
 - offer each **lot** for sale
 - sell each **lot**
 - receive and hold deposits
 - sign each **sale memorandum**
 - treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by the **conditions**. **Our** decision on the conduct of the **auction** is final. **We** may cancel the **auction**, withdraw **lots** from sale, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.
- Bidding and reserve prices:** **We** may refuse to accept a bid. **We** do not have to explain why. If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final. Unless stated otherwise each **lot** is subject to a reserve price. If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**. The **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. Where a guide price is given that price is not to be taken as an indication of the value of the **lot** or of the reserve price.

The particulars and other information: **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**.

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

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

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

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

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

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

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

1. The lot

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

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

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

- (a) matters registered or capable of registration as local land charges
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute
- (c) notices, orders, demands, proposals and requirements of any competent authority
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health
- (e) rights, easements, quasi-easements, and wayleaves
- (f) outgoing and other liabilities
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them
(i) anything the **seller** does not and could not reasonably know about and where any such matter would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against liability.

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

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

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

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

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

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

2. Deposit

2.1 The amount of the deposit is the greater of:

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

2.2 The deposit:

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

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

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

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

3. Transfer of risk and insurance

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

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

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

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

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

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

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

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

4. Title

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

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

- (a) if the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and of all documents noted on the register that affect the **lot**
- (b) if the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than 15 years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**
- (c) the **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

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

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

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

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

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

5. Transfer

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

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

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

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

6. Completion

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

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

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

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

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

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

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

7. Notice to complete

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

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

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

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

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

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

8. If the contract is brought to an end

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

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

9. Landlord's licence

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

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

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

9.4 The **seller** must:

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

9.5 The **buyer** must:

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

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

10. Interest and apportionments

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

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

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

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

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

10.4 Apportionments are to be calculated on the basis that:

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

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

11. Arrears

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

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

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

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

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

(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order

(e) not release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and

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

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

12. Management

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

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

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

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

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

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

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

13. Rent deposits

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

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

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

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

(b) give notice of assignment to the tenant and

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

14. VAT

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

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

15. Transfer as a going concern

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

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

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

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

15.3 The **buyer**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Capital allowances

- 16.1 This condition applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- 16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- 16.4 The **seller** and **buyer** agree:
- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this condition, and
 - (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

17 Maintenance agreements

- 17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.
- 17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

18. Landlord and Tenant Act 1987

- 18.1 This condition applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 Unless the **special conditions** state otherwise the **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

19. Sale by practitioner

- 19.1 This condition applies where the sale is by a **practitioner** as agent of the **seller**.
- 19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- 19.3 The **practitioner** and the **practitioner's** partners and staff have no personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding the personal liability of the **practitioner** and of the **practitioner's** partners and staff.
- 19.4 The **lot** is sold:
- (a) in its condition at **completion**
 - (b) whether or not vacant possession is provided
 - (c) for such title as the **seller** may have and
 - (d) with no title guarantee. and the **buyer** has no right to rescind the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- (a) the **documents** must include certified copies of the charge under which the **practitioner** is appointed, the document of appointment by the lender and the **practitioner's** acceptance of appointment, and
 - (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
- 19.6 The **buyer** understands this condition 19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

20. TUPE

- 20.1 Unless the **special conditions** state that **TUPE** applies then the **seller** warrants that there are no employees whose contracts of employment will transfer to the **buyer** on **completion**.
- 20.2 If the **special conditions** state that **TUPE** applies then:
- (a) the **seller** has informed the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion**
 - (b) not less than five **business days** before the **agreed completion date** the **buyer** must confirm to the **seller** that the **buyer** has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment
 - (c) the **buyer** is to keep the **seller** indemnified against all liability for those employees after **completion**.

21. Environmental

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

22. Service charge

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

- (a) the **seller** must assign it (including any interest earned on it) to the **buyer** on **completion** and
- (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

23. Rent reviews

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

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

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

23.4 The **seller** must:

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

23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

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

24. Tenancy renewals

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

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

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

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

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

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

25. Warranties

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

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

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

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

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

26. No assignment

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

27. Notices and other communications

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

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

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

28. Contracts (Rights of Third Parties)

Act 1999

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

Cottons

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