

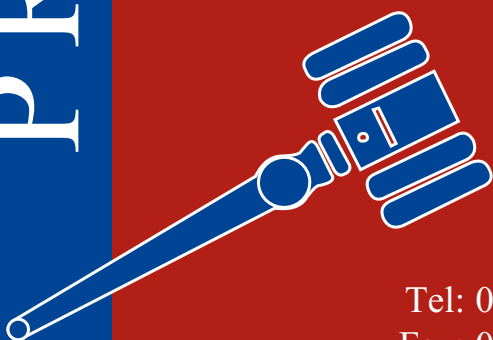
# PROPERTY AUCTION

## Cottons

Chartered Surveyors

THURSDAY  
11TH SEPTEMBER 2008  
AT 11.00 AM

ASTON VILLA  
FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE



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

## **CONDITION OF SALE**

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

## **AUCTIONEERS ADVICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **FOOTNOTE**

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

# Auction Sale

## 87 LOTS

Comprising a range of Residential and Commercial Vacant and Investment Properties, including various reposessions, along with Redevelopment Opportunities, Building Plots and Land comprising:

- 43 Freehold Vacant Residential Properties including a portfolio of 9 refurbished housing association properties
- 9 Freehold Residential Investment Properties
- 9 Leasehold Vacant Residential Properties
- 2 Freehold Ground Rents
- 9 Commercial Investment Properties including a Freehold Retail Parade in Bearwood, Smethwick
- 3 Parcels of Freehold Land
- 1 Residential Development Site
- 1 Freehold Lock Up Garage Site
- 9 Vacant Commercial Properties
- 1 Freehold Public House/ Restaurant with Development Potential

### ORDER OF SALE

#### Lot Property

1.	37 Addenbrooke St, Wednesbury	Freehold Vacant Residential
2.	12 Fircroft, Bilston	Freehold Vacant Residential
3.	15 George Rd, Selly Oak	Freehold Vacant Residential
4.	Flat over 1553 Stratford Road, Hall Green	Leasehold Vacant Residential
5.	120 Durham Road, Sparkhill	Freehold Vacant Residential
6.	3 Ireland Green Rd, West Bromwich	Freehold Vacant Residential
7.	18 Maxstoke Street, Bordesley Village	Freehold Vacant Residential
8.	5 Devon Road, Willenhall	Freehold Vacant Residential
9.	546 Tyburn Road, Erdington	Freehold Investment
10.	23 Lazy Hill Road, Aldridge	Freehold Vacant Possession
11.	52 Newbridge Road, Ironbridge	Freehold Vacant Residential
12.	Yard at Church Walk, Dawley	Freehold Garage Yard
13.	The Old Chapel, Brierley Hill	Freehold Vacant Possession
14.	69 Viceroy Close, Edgbaston	Leasehold Vacant Residential
15.	Belper Enterprise Park, West Bromwich	Freehold Investment
16.	136 Woodlands Road, Sparkhill	Freehold Vacant Residential
17.	182/188 Gospel Lane, Olton	Freehold Invest/Dev Opportunity
18.	1150-1154 Pershore Road, Stirchley	Freehold Part Vac/Part Invest
19.	233-235 Dalton Road, Barrow-in-Furness	Freehold Investment
20.	107-112 Three Shires Oak Road, Bearwood	Freehold Investment
21.	45, 46 & 47 Church St, Tamworth	Freehold Investment
22.	500 Chester Road, Sutton Coldfield	Freehold Investment
23.	19 & 19A Hunton Hill, Erdington	Freehold Vacant Possession
24.	7 Signal Hayes Road, Sutton Coldfield	Freehold Vacant Residential
25.	120 Flaxley Road, Stechford	Freehold Vacant Residential
26.	107 Bacchus Road, Handsworth	Freehold Investment
27.	8 St.Kildas Road, Alum Rock	Freehold Vacant Residential
28.	67 Hilton Road, Lanesfield	Freehold Vacant Residential
29.	138 Hanbury Road, Stoke Prior	Freehold Vacant Possession
30.	15 Exeter Road, Selly Oak	Freehold Vacant Residential
31.	107 Reginald Road, Alum Rock	Freehold Vacant Residential
32.	56 Stratton Street, Wolverhampton	Freehold Vacant Residential
33.	44 Dixon Street, Parkfields	Freehold Vacant Residential
34.	285 Stafford Road, Cannock	Freehold Vacant Residential
35.	296 Stafford Road, Cannock	Freehold Vacant Residential
36.	9 Old Winnings Road, Coventry	Freehold Vacant Residential



37.	57 Thompsons Road, Coventry	Freehold Vacant Residential
38.	15 Oliver Street, Coventry	Freehold Vacant Residential
39.	41 Alfred Road, Coventry	Freehold Vacant Residential
40.	29 Parkstone Road, Coventry	Freehold Vacant Residential
41.	2 Francis Road, Acocks Green	F/H Part Vac/Part Investment
42.	The Pheasant Inn, Broseley	F/H Vac Poss/Bus/Redev Opp
43.	51 Church Road, Erdington	Freehold Vacant Residential
44.	92 Chelmsford Court, Perry Barr	Leasehold Vacant Residential
45.	20 Waggon Street, Cradley Heath	Freehold Vacant Residential
46.	51 Hazel Road, Rubery	Freehold Vacant Residential
47.	222 Maypole Lane, Kings Heath	Freehold Vacant Residential
48.	41 Cheshire Road, Smethwick	Freehold Vacant Residential
49.	76 Westley Road, Acocks Green	Freehold Vacant Possession
50.	65 Camberley, Beacon View Road, West Bromwich	Leasehold Investment
51.	69 Camberley, Beacon View Road, West Bromwich	Leasehold Investment
52.	104 Camberley, Beacon View Road, West Bromwich	Leasehold Investment
53.	The Dale House Restaurant, Willenhall	Freehold Investment
54.	9 Shropshire Street, Market Drayton	F/H Part Vac/Part Investment
55.	1762/1764 Pershore Road, Cotteridge	Freehold Vacant Possession
56.	18 Brigfield Road, Yardley Wood	Freehold Investment
57.	7 Saffron, Tamworth	Freehold Vacant Residential
58.	Parcel 6E Portway Hill, Rowley Regis	Freehold Land
59.	Parcel 6F Portway Hill, Rowley Regis	Freehold Land
60.	Land adj West side of Cameo Drive, Stourbridge	Freehold Land
61.	116A Stourbridge Road, Dudley	Freehold Vacant Residential
62.	128 Hubert Road, Selly Oak	Freehold Vacant Residential
63.	49 High St, Bilston	Freehold Investment
64.	27 Moorland Court, Edgbaston	Leasehold Vacant Residential
65.	1-3 Naden Road, Hockley	Freehold Redevelopment Opportunity
66.	189 High Street, Erdington	Freehold Vac Poss/Potential Invest
67.	17 Bayford Avenue, Northfield	Freehold Vacant Residential
68.	29 Coleys Lane, Northfield	Freehold Vacant Residential
69.	93 Poole Crescent, Harborne	Leasehold Vacant Residential
70.	16 Caspian Way, Wheaton Aston	Freehold Vacant Residential
71.	2 Hampton Court Road, Harborne	Freehold Vacant Residential
72.	3,5,7,9 Brecon St, Boverton	Freehold Ground Rent Investment
73.	10, 11, 14, 18 Brecon St, Boverton	Freehold Ground Rent Investment
74.	16 Draycott Road, Smethwick	Freehold Investment
75.	53 Gorse Farm Road, Great Barr	Freehold Vacant Retail Shop
76.	86 Crabmill Lane, Coventry	Freehold Vac Former Nursery
77.	7 Holly Road, Cotteridge	Freehold Investment
78.	29 Silverton Crescent, Moseley	Freehold Vacant Residential
79.	36 Canalside Cottages, Winson Green	Freehold Vacant Residential
80.	3 Wold Walk, Billesley	Freehold Vacant Residential
81.	3 The Crescent, Dudley	Freehold Vacant Residential
82.	97 Blackberry Lane, Halesowen	Freehold Vacant Residential
83.	54A Tudor Road, Nuneaton	Leasehold Vacant Residential
84.	77 Tudor Road, Nuneaton	Leasehold Investment
85.	7 Sarehole Road, Hall Green	Freehold Vacant Residential
86.	46 Eva Road, Winson Green	Freehold Vacant Residential
87.	58 Marsh Lane, Erdington	Leasehold Vacant Residential

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# IMPORTANT NOTICE

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

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

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

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

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

- **Credit Card Payments**

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

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

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

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

### MISREPRESENTATION ACT

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

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



**LOT 1****Freehold Vacant Possession**

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

**Property Description:**

A mid terraced property of traditional brick construction surmounted by a pitched roof requiring modernisation and improvement throughout. The property benefits from well laid out accommodation providing three bedrooms. Addenbrooke Street itself is located directly off The Green (A462) and is approximately 1 mile distance from M6 Junction 10.

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

Front Reception Room, Rear Reception Room, Kitchen with Pantry.

**First Floor:**

Bedroom One, Bedroom Two, Bedroom Three with intercommunicating Bathroom with W/C panelled bath and wash hand basin.

**Outside:**

**Front:** Walled Fore Garden

**Rear:** Lawned Garden with Brick built WC and Coal store

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

**LOT 2****Freehold Vacant Possession**

**12 Fircroft, Bilston,  
West Midlands WV14 8ER**

**Property Description:**

A detached bungalow of rendered/clad brick built construction surmounted by a hipped tile clad roof, benefiting from gas fired central heating, mostly double glazed Aluminium frame windows and providing flexible accommodation currently laid out with one bedroom and three reception rooms. The property is situated in a cul-de-sac off Hannah Road which leads off Bradley Lane and which in turn leads off Great Bridge Road (A4098).

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

Porch, Entrance Hall, Shower Room with glazed shower, pedestal wash

basin and wc, Lounge, Kitchen with archway to Dining Room having patio doors to Sitting Room, Double Bedroom and covered side passageway

**Outside:**

(Front) Tarmacadam driveway providing off road parking and lawned foregarden

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

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



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

**15 George Road,  
Selly Oak, Birmingham  
B29 6AH**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, requiring complete modernisation and improvement throughout. George Road comprises of a cul-de-sac which leads directly off Dale Road which in turn leads off Bristol Road (A38) at the junction with the Aldi Supermarket and conveniently within walking distance from a wide range of retail amenities and services located on Bristol Road. The property forms part of an area popular with investors and students alike and is within approximately one quarter of a mile distance from both The University of Birmingham and Selly Oak Railway Station.

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

Lounge, Dining Kitchen

**First Floor:**

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

**Outside:**

**Front:** Shared pedestrian entry access to rear

**Rear:** Yard/garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 4****Leasehold Vacant Possession**

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

**Property Description:**

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

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

External metal staircase to:

**First Floor:**

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

**Outside:**

**Rear:** Enclosed gravelled yard

**Leasehold Information:**

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

**Ground Rent:** £25 per annum

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS





**LOT 5****Freehold Vacant Possession**

**120 Durham Road,  
Sparkhill, Birmingham  
B11 4LJ**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a replacement tile clad roof and benefiting from mostly UPVC double glazed windows, gas fired central heating, three double bedrooms and three reception rooms. Durham Road forms part of an established residential area and leads directly off Stratford Road (A34) which provides access to a wide range of retail amenities and services.

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

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

**First Floor:**

Stairs and Landing, Bedroom One (Large Double), Bedroom Two (Double), Bedroom Three (Double)

**Outside:**

**Front:** Walled and paved forecourt

**Rear:** Paved yard and garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 56 days following exchange of contracts.

**LOT 6****Freehold Vacant Possession**

**3 Ireland Green Road,  
West Bromwich,  
West Midlands B70 8QS**

**Property Description:**

A substantial modern detached property, extended to the rear and benefiting from UPVC double glazing, gas fired central heating, and well laid out accommodation. The property which is in presentable condition, is located on Ireland Green Road which runs directly between Gads Lane and Hazelbeech Road, approximately ¾ mile to the west of West Bromwich Town Centre.

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

Reception Hall, Kitchen, Lounge/Dining Room

**First Floor:**

Stairs and Landing, Three Bedrooms, Shower Room with shower cubicle and wash hand basin, Separate W/C.

**Outside:**

**Front:** Integral garage and off road parking for two cars

**Rear:** Gardens

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





## LOT 7

## Freehold Vacant Possession

**18 Maxstoke Street,  
Bordesley Village,  
Birmingham B9 4JQ**

### Property Description:

A modern mid town house of cavity brick construction surmounted by a pitched tile clad roof and benefiting from gas fired central heating, double glazed windows, three bedrooms and two off road car parking spaces. The property is situated in a cul-de-sac and forms part of a modern estate which leads directly off Garrison Lane which in turn leads off Lawley Middleway/ Birmingham Ring Road (A4540).

### Accommodation:

#### Ground Floor:

Entrance Hall, Cloak Room with wc and wash basin, Lounge, Full Width Dining Kitchen with a range of fitted units

#### First Floor:

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



### Outside:

**Front:** Foregarden and tandem car parking area providing two off road parking spaces

**Rear:** Paved patio and enclosed lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

## LOT 8

## Freehold Vacant Possession

**5 Devon Road,  
Willenhall,  
West Midlands  
WV13 2RR**

### Property Description:

A traditional semi detached property of brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating, conservatory, three bedrooms and off road parking. Devon road leads off Coronation Avenue which in turn leads off Wolverhampton Road West (B4464) and provides direct access to the M6 Motorway (junction 10).

### Accommodation:

#### Ground Floor:

Reception Hall, Lounge, Dining Kitchen, Conservatory

#### First Floor:

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



### Outside:

**(Front)** Paved forecourt providing off road parking

**(Rear)** Pedestrian access to garden.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS





## 546 Tyburn Road, Erdington, Birmingham B24 9RU

### Property Description:

A semi detached residential property having been extended and being of brick construction surmounted by a pitched tile clad roof, converted several years ago, with planning consent, into three investment units comprising of two self contained flats and one self contained house. The property benefits from UPVC double glazed windows and all units are separately metered with flats 1 and 2 having separate gas fired central heating systems. The property is located close to the junction with Bromford Lane and within approximately one mile distance from both the M6 motorway (junction 6) and Erdington Shopping Centre. Each unit is currently let on an Assured Shorthold Tenancy Agreement at the following rentals:

**Flat 1:** £90 per week  
(£4,680 per annum)

**Flat 2:** £87.50 per week  
(£4,550 per annum)

**Unit 3:** £80 per week  
(£4,160 per annum)

**Total Rental Income:**  
£13,390 per annum

### Accommodation:

#### Ground Floor:

Shared Entrance Hall and Reception Hall

### Flat 1:

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

### Flat 2:

#### First Floor:

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

### Unit 3: (Dwelling House)

#### Ground Floor:

Private Entrance Hall, Lounge

#### First Floor:

Stairs and Landing, Double Bedroom, Shower Room with glazed shower, wash basin and wc and Kitchen

### Outside:

**(Front)** Tarmacadamed forecourt providing off road parking

**(Rear)** Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 23rd October 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





## 23 Lazy Hill Road, Aldridge, Walsall WS9 8RW

### Property Description:

A detached single storey brick built property comprising of a well laid out suite of offices along with ancillary accommodation and suitable for occupation by either a professional practice or company. The property may be suitable for a range of alternative uses subject to obtaining planning consent from the local planning authority. The property benefits from gas fired central heating, UPVC double glazed windows and doors and a fitted security alarm and is located adjacent to a parade of shops, accessed by way of a service road which provides communal car parking. Lazy Hill Road forms part of the popular Aldridge area and the property is situated close to the junction with Walsall Wood Road, conveniently within three quarters of a mile distance from Aldridge Centre.

### Accommodation:

#### Ground Floor:

Room One:  
4.35 x 3.93 meters (approximately)

Room Two:  
4.5 x 2.89 meters (approximately)  
Inner Hall  
Cloak Room with wash basin and separate wc

Room Three:  
4.99 x 3.88 meters (approximately)  
Kitchen with a range of fitted units and a further Cloak Room (no fitments)

### Gross Internal Area:

56.4sq.m (607sq.ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## NOTICE COMPLETION DATES

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

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





## 52 Newbridge Road, Ironbridge, Shropshire, TF8 7BA

### Property Description:

A two bedroom semi-detached part Grade II Listed property, being of traditional construction surmounted by a tiled clad roof. The property benefits from gas fired central heating and double glazing as well as excellent views to the rear over Ironbridge Gorge. The property itself is accessed by way of a pedestrian passage off Newbridge Road which in turn runs directly off Waterloo St (B4373), approximately ½ mile from Ironbridge Town Centre.

### Accommodation:

#### Ground Floor:

Kitchen, Lounge/Sitting Room

### First Floor:

Bathroom with panelled bath, pedestal wash basin and W/C.

### Second Floor:

Two Bedrooms

### Outside:

**Front:** Large parking area (belonging to next door, but with one allocated parking space)

**Rear:** Substantial gardens

**Note:** The completion date will be 56 days following exchange of contracts







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

### Property Description:

A parcel of Freehold land extending to approximately 0.21 acres (0.11 hectares) situated in the established residential area of Dawley, less than 2 miles from Telford town centre. The land comprises of a mainly tarmac site with 9 hard-standings let to tenants at a rental of £50 per annum each (total rental income £450 per annum). The tenants are responsible for the erection of their own garages. The agreements may be terminated by giving four weeks notice from either party.

Any parties interested in the re-development of the site must consult the Legal Pack and the Local Authority

(Telford and Wrekin Council) to satisfy themselves in respect to this.

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

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 56 days following exchange of contracts





## The Old Chapel, Campbell Street, Brockmoor, Brierley Hill DY5 3YG

### Property Description:

A former chapel erected in 1861 of brick construction surmounted by a pitched slate clad roof and whilst being locally listed as an historic building, provides potential for redevelopment of the existing building (subject to obtaining planning consent for any proposed scheme). The property is situated in a predominantly residential area and occupies a rectangular site which also contains a prefabricated building which was used as a Sunday School and a separate wash room both located to the rear of the chapel. Campbell Street leads off Cressett Lane which in turn leads off High Street (B4180)

### Accommodation:

#### Ground Floor:

Chapel Hall 58sq.m (624sq.ft),

Stairs to a Mezzanine Floor 27sq.m (291sq.ft)

#### Outside:

Small forecourt and a gated side access leading to the rear, yard area containing a Prefabricated Workshop (former Sunday school premises) 51.78sq.m (557sq.ft), and a separate brick built Wash Room with wash basin and wc

#### Site Frontage:

9.15m (30ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts.





**69 Viceroy Close,  
Edgbaston, Birmingham  
B5 7UU**

**Property Description:**

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

**Accommodation:**

**Ground Floor:**

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

**Outside:**

Communal gardens and parking



**Leasehold Information:**

**Term:** 56 years from 24 June 1978

**Ground Rent:** £45 rising to £90

**Service Charge:** Refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

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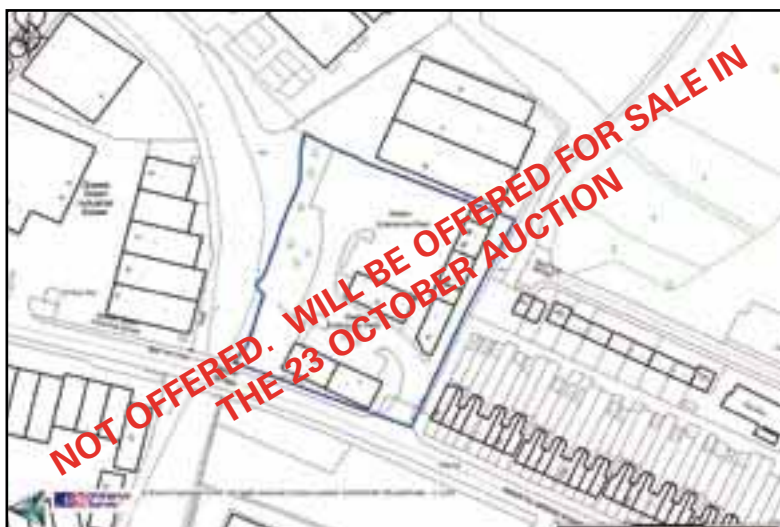
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ADVICE AT THE AUCTION BETWEEN 11.30AM AND 1.30PM**





## Belper Enterprise Park, Greets Green Road, West Bromwich, West Midlands, B70 9EN

### Property Description:

An Industrial Estate investment opportunity, which comprises a developed and landscaped Park, with a range of Seven Workshop/ Warehousing units, currently part let producing £27,610 per annum. The projected Total Rental Income when fully let is approximately £45,610 per annum.

The Site is located approximately 3 miles to the West of West Bromwich Town Centre on Greets Green Road close to the junction of Oldbury Road (B4166) and Ryders Green Road (B4149).

Anyone wishing to re-develop the site should contact Sandwell Metropolitan Borough Council to discuss any scheme's they may be considering.

### Unit 1

Workshop and Office Unit measuring approximately 162sq.m. (1,750sq.ft.)

### Unit 2

Workshop, Office and Yard measuring 162sq.m. (1,750sq.ft.)

### Unit 3

Workshop and Office Unit measuring 239sq.m. (2,580sq.ft.)

### Unit 4a and b

Workshop and Office Unit measuring 100sq.m. (1,076sq.ft.)

### Unit 5a

Workshop measuring 53.8sq.m. (580sq.ft.)

### Unit 5b and c

Workshop and Office Unit measuring 92.9sq.m (1,000sq.ft.)

### Unit 9

Office Suite measuring 78.9sq.m. (850sq.ft.)

**Please note that VAT is payable on this Lot**

ADDRESS	TENANCY	RENTAL	PROJ. RENTAL
Unit 1	3 Year FRI lease	£7,280p.a.	
Unit 2	3 Year FRI lease	£8,840p.a.	
Unit 3	3 Year FRI lease, with fixed rent review to £10,000p.a. on 1.1.2009	£8,500	+£1,500p.a.
Unit 4a and b	Vacant	Vacant	£6,000p.a.
Unit 5a	6 Month lease from 1.6.08	£2,990p.a.	
Unit 5b and c	Vacant	Vacant	£6,000p.a.
Unit 9	Vacant	Vacant	£6,000p.a.





## 136 Woodlands Road, Sparkhill, Birmingham, B11 4ET

### Property Description:

A freehold semi-detached property of traditional construction surmounted by a tiled clad roof, benefiting from well laid out accommodation and gas fired central heating but otherwise requiring some modernisation and improvement. The property is located on Woodlands Road close to the junction with Springfield Road which in turn leads directly on to Stratford Road (A34)

### Accommodation:

#### Ground Floor:

Reception Hall, Two Reception Rooms, Dining Room, Kitchen

### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with wash hand basin, panelled bath and separate W/C

### Outside:

**Front:** Driveway with garage

**Rear:** Lawned Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

## 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.





## 182/188 Gospel Lane, Olton, Solihull B27 7AG

### Property Description:

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

### Accommodation:

#### 182 Gospel Lane:

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

#### Ground Floor:

A3 unit with Kitchen at rear

#### First Floor:

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

#### 184-186 Gospel Lane:

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

#### Ground Floor:

Retail Unit benefiting from modern aluminium framed shop front, suspended ceiling (Net Internal Area - 171.9sq.m. (1,850sq.ft.)), Store Room measuring 9.1sq.m. (97sq.ft.), Rear Area partitioned to provide Private Office, Separate WC and Kitchen (Gross Internal Area - 17.2sq.m. (185sq.ft.)), Store Room 2 measuring 25.5sq.m. (275sq.ft.)

### First Floor Flat:

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

### 188 Gospel Lane:

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

### Ground Floor:

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

### First Floor Flat:

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

Total rental income £49,500 per annum

### Planning:

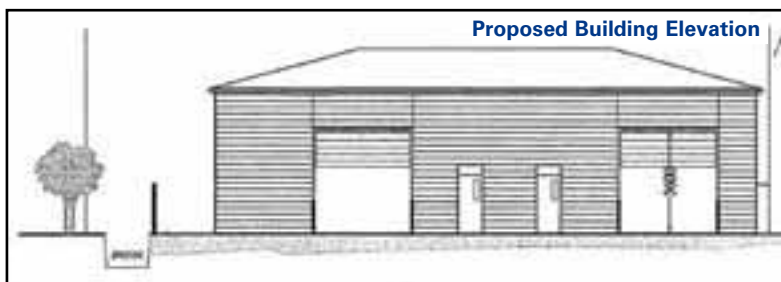
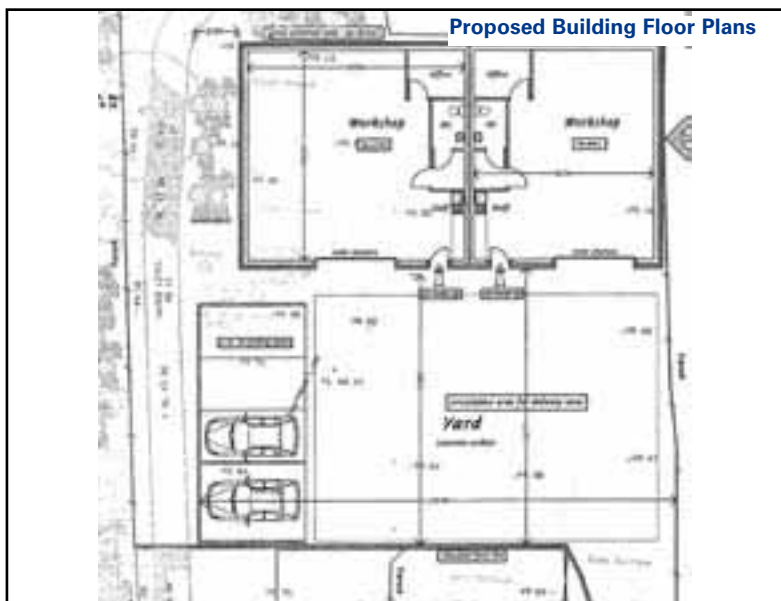
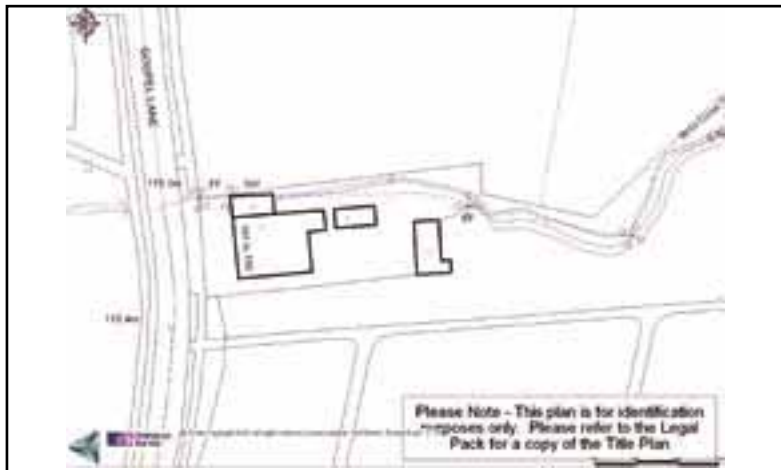
Full Planning Consent has been approved by Solihull Metropolitan Borough Council (Ref - 2006/2410) for the "Demolition of existing sheds and erection of a new industrial unit sub divided into two workshops". This Planning Application was approved on 16 January 2007. The approved plans dated 6 November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

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



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

#### Total Rental Income:

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







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

### Property Description:

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

### Lease Information:

#### 1150/1152 Pershore Road

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

#### 1154 Pershore Road

Vacant possession

### Accommodation

#### 1150/1152 Pershore Road

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

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

### Ground Floor

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

### First Floor

Four Rooms,  
Separate WC

### 1154 Pershore Road

#### Ground Floor

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

#### First Floor

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

**Outside (rear)** Substantial yard extending to approximately 0.33 Acres

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







**233-235 Dalton Road,  
Barrow-in-Furness, Cumbria, LA14 1PQ**

**Property Description:**

A substantial and prominently located three storey building situated in the heart of Barrow-in-Furness Town Centre, and providing well laid out accommodation across three storeys. The property is currently let as an Estate Agent at a rental of £52,000 per annum. The property comprises of a recently refurbished and well presented open plan office to the Ground Floor, associated offices to the rear together with open plan offices to the First and Second floor. The property benefits from modern glass shop front, suspended ceiling with spot lighting, central heating to certain areas and air conditioning to certain areas. The property itself is located on Dalton Road close to the junction with High Street. Barrow-in-Furness itself is a sea port located in Cumbria situated at the tip of Barrow-in-Furness peninsula with a population last recorded at 59,000.

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

**Open Plan Office:** measuring 155sq.m (1668sq.ft)

**Office One:** (area included in above)

**Office Two:** measuring 12.8sq.m (138sq.ft)

**Office Three:** measuring 13.0sq.m (140sq.ft)

**Office Four:** measuring 7.8sq.m (84sq.ft)

**Two partitioned offices:** with a Gross Internal Area of 19.09sqm (215sq.ft)

**First Floor:**

**Internal Store Room:** measuring 51.3sq.m (553sq.ft)

**Open Plan Office Area One:**

measuring 52sq.m (560sq.ft)

**Open Plan Office Area Two:**

measuring 38.7sq.m (417sq.ft)  
Male and Female WC's

**Second Floor:**

**Staff Room:** measuring 11.1sq.m (120sq.ft)

**Open Plan Office Area:** measuring 36.4sq.m (392sq.ft)

**Canteen with Kitchen:** measuring 51.07sq.m (556sq.ft)

**Outside:**

**Front:** Property fronts directly on Dalton Road, behind parking area

**Rear:** Double Garage providing private parking

**Tenancy Information:**

The property is currently let by way of a fifteen year lease which commenced 18 April 2008 at a current rental of £52,000 per annum. There is a five year rent review pattern incorporated in lease.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





## 107-112 Three Shires Oak Road, Bearwood, West Midlands, B66 4BL

### Property Description:

A parade of six terraced retail units, together with six self contained flats to the First Floor. All of the retail units are let at present (see Lease schedule below), whilst four of the six flats are let. The retailers in the block include a Delicatessen, a Barbers, a Photography Studio, a Furnishing shop, a Tattoo Parlour, and a Clothes shop.

The properties are located on Three Shires Oak Road, close to the junction with Bearwood Road and virtually opposite the Bear Tavern Public House. Bearwood Road itself is renowned for providing a wide range of retail services and amenities.

Bearwood itself is located to the north of Harborne, on the Birmingham/Sandwell border, approximately 2½ miles to the North West of Birmingham City Centre.

The premises are currently producing a rental of £79,360 per annum, but have a Potential Rental Income when fully let of £89,860.

### Accommodation:

**107 Three Shires Oak Rd,  
Ground Floor Retail (Tattoo Parlour)**  
**Retail Area:** 12.16m x 3.5m  
= 42.5sq.m. (458sq.ft.)

**Rear Treatment Room:**  
(Area included in above)

**Staff Area:**  
4.63m x 2.13m = 9.8sq.m. (106sq.ft.)

**Cloak Room with WC:**  
Frontage – 3.6m

**107 Three Shires Oak Rd,  
First Floor Flat** (Not internally inspected by the Auctioneers)  
Living Room, modern Kitchen, modern Bathroom, Bedroom

**108 Three Shires Oak Rd,  
Ground Floor Retail (Soft Furnishers)**  
**Retail Area:** 12.33m x 3.57m  
= 44.0sq.m. (473sq.ft.)

**Staff Area:** (Area included in above)

**Rear Store Room:** 2.65m x 2.09m  
= 5.5sq.m. (59sq.ft.)

Lobby  
Cloakroom with WC

**Frontage:** 3.95m

**108 Three Shires Oak Rd,  
First Floor Flat**

Ground Floor Entrance Hall, Living Room/Kitchen, Shower Room, Bedroom. The flat benefits from upvc double glazing, gas fired central heating, modern re-fitted kitchen, modern bathroom suite and has a  
**Gross Internal Area:** of 40.9sq.m. (440sq.ft.)

**109 Three Shires Oak Rd,  
Ground Floor Retail (Clothes Shop)**  
**Retail Area:** 12.33m x 3.52m  
= 43.4sq.m. (467sq.ft.)

Rear Hallway and Changing Room  
(Area included in above)

**Staff Area:** 2.48m x 2.7m  
= 6.6sq.m. (72sq.ft.)

Lobby  
Cloakroom with WC

**Frontage:** 3.83m

**109 Three Shires Oak Rd,  
First Floor Flat**  
Kitchen, Living Room, Shower Room, Bedroom. The flat benefits from upvc double glazing, gas fired central heating, modern re-fitted kitchen, modern bathroom suite and has a  
**Gross Internal Area:** of 41.4sq.m. (446sq.ft.)

**110 Three Shires Oak Rd,  
Ground Floor Retail  
(Photography Studio)**  
**Retail Area:** 9.35m x 3.57m  
= 33.3sq.m. (359sq.ft.)  
**Rear Store Room:** 5.26m x 2.48m  
= 13.0sq.m. (140sq.ft.)  
Kitchenette  
Cloakroom with WC  
**Frontage:** 3.95m



### 110 Three Shires Oak Rd, First Floor Flat

Ground Floor Entrance Hall, Living Room, Dining Kitchen, Bathroom, Bedroom. The flat benefits from upvc double glazing, gas fired central heating, modern re-fitted kitchen, modern bathroom suite and has a **Gross Internal Area:** of 62.9sq.m. (677sq.ft.)

### 111 Three Shires Oak Rd, Ground Floor Retail (Barber Shop)

**Retail Area:** 11.39m x 3.53m = 40.2sq.m. (432sq.ft.)  
Staff Area with Kitchen 1.98m x 5.61m = 11.1sq.m. (119sq.ft.)  
Lobby  
Cloakroom with WC  
**Frontage:** 3.78m

### 111 Three Shires Oak Rd, First Floor Flat

Ground Floor Entrance Hall, Breakfast Kitchen, Bathroom, Bedroom, Lounge/Diner. The flat benefits from upvc double glazing, gas fired central heating, modern re-fitted kitchen, modern bathroom suite and has a

**Gross Internal Area:** of 56.4sq.m. (607sq.ft.)

### 112 Three Shires Oak Rd, Ground Floor Retail (Polish Delicatessen)

**Retail Area:** 10.29m x 3.36m = 37sq.m. (398sq.ft.)  
**Staff Area:** 3.44m x 3.53m = 12.1sq.m. (130sq.ft.)  
Cloakroom with WC  
**Frontage:** 3.75m

### 112 Three Shires Oak Rd, First Floor Flat

Kitchen, Living Room, Cloakroom with WC, Bedroom with En-Suite  
The flat benefits from upvc double glazing, gas fired central heating, modern kitchen, modern bathroom suite and has a Gross Internal Area of 35.6sq.m. (384sq.ft.)

**Note:** The completion date will be 84 days following exchange of contracts

### Schedule of Lease Details

Address	Start Date	Term	Rental
107 Three Shires Oak Rd, Retail Shop	Approx. 10 years ago	No formal lease	£13,000pa
107 Three Shires Oak Rd, Flat	AST	AST	£4,800pa
108 Three Shires Oak Rd, Retail Shop	Approx. 10 years ago	No formal lease	£10,400pa
108 Three Shires Oak Rd, Flat	Vacant	Vacant	Vacant
109 Three Shires Oak Rd, Retail Shop	Newly granted	2 Years	£10,400pa
109 Three Shires Oak Rd, Flat	AST	AST	£5,760pa
110 Three Shires Oak Rd, Retail Shop	Holding over	Holding over	£10,400pa
110 Three Shires Oak Rd, Flat	AST	AST	£6,000pa
111 Three Shires Oak Rd, Retail Shop	Approx. 15 years ago	No formal lease	£10,400pa
111 Three Shires Oak Rd, Flat	AST	AST	£4,800pa
112 Three Shires Oak Rd, Retail Shop	1 July 2007	2 Years	£10,400pa
112 Three Shires Oak Rd, Flat	Vacant	Vacant	Vacant

**Total Rental Income:** £79,360 per annum

**Potential Rental Income when fully let:** £89,860

Please note that the vendor is currently renewing all of the commercial leases where the tenant is holding over, or has no formal lease and these new leases will be in place for the auction sale. Please refer to the auctioneers for confirmation of the lease details.





## 45, 46 & 47 Church Street, Tamworth, Staffordshire B79 7DE

### Property Description:

An opportunity to purchase a valuable town centre investment property comprising of a triple retail unit which is arranged as an open plan indoor market known as St George's Market Hall, a first floor café/restaurant premises and hairdressing salon and a first floor self contained two bedroom flat. The property occupies a prominent position fronting St Editha's Square/Market Place, overlooking St Editha's Church and enjoys a high volume of passing trade particularly on market days each Tuesday and Saturday. The property is located between the junctions of Middle Entry and College Lane which both lead directly off George Street.

### Tenancy Information:

The property is sold subject to a lease which commenced on 25th December 1985 for a term of 24 years on full repairing and insuring terms and with three yearly rent reviews. Following the last rent review in 2003 it was formally agreed for the tenant to pay a rental of £63,000 per annum and in addition there is an outstanding rent review which was due on 25th December 2006 for the remainder of the term. The tenant however, currently pays a concessionary rent of £58,000 per annum. The flat is currently let on an Assured Shorthold Tenancy Agreement at a rental of £487.50 p.c.m (£5,850 per annum)

Total Current Rental Income £63,850 per annum (Not including outstanding rent review)

### Accommodation:

#### Ground Floor

**Retail Area:** 241.6sq.m (2,600sq.ft)  
**Loading Area:** 14.4sq.m (155sq.ft) having double door access to a rear delivery yard

#### First Floor:

**Café/Restaurant Premises:** 158.17sq.m (1,702sq.ft) currently laid out with 56 Covers, Kitchen Area, Store Room, Staff Room and Toilets,

#### Separate Hairdressing Salon:

10.84sq.m (116sq.ft) with Separate WC

#### Self Contained Flat:

##### Ground Floor:

Approached from the rear to Entrance Hall with store cupboard, Stairs to

##### First Floor:

Landing, Large Lounge/Dining Room, Two Double Bedrooms, Kitchen with a range of fitted units, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc

**Note:** The flat benefits from gas fired central heating

### Gross Internal Area:

**Ground Floor:** 256sq.m (2,755sq.ft)

**First Floor:** (excluding flat) 169sq.m (1,819sq.ft)

**Frontage:** 16m (52.6ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 56 days following exchange of contracts

**ACRES**







## 500 Chester Road, Sutton Coldfield, West Midlands B73 5HL

### Property Description:

A three storey mid terraced property of brick construction surmounted by a tile clad roof and set back from the road behind a lawned foregarden. The property benefits from having been formally converted to provide five separate self contained flats all of which are separately metered and further benefits from mains integrated smoke alarms and emergency lighting. The property itself is situated on the Chester Road (A452) close to the junction with Boldmere Road and is approximately within a quarter of a mile distance from Chester road railway station and one and a half miles distance from the main shopping centre located in Sutton Coldfield. Four of the five flats are currently let on assured shorthold tenancies producing a total rental of £1,220 per calendar month (£14,640 per annum), however we understand from the vendor when fully let the total rental is £1480 per calendar month (£17760 per annum).

**A schedule of individual rents is detailed below.**

### Schedule of Rents:

#### Ground Floor:

**Flat 1:** let at £280 per calendar month (£3,240 per annum)

**Flat 2:** let at £280 per calendar month (£3,240 per annum)

#### First Floor

**Flat 4:** let at £340 per calendar month (£4,080 per annum)

**Flat 3:** Vacant

### Second Floor

**Flat 5:** let at £320 per month (£3,840 per annum)

### Accommodation:

#### Ground Floor:

Communal Entrance Hallway

#### Flat 1:

Bed/Living Room, Kitchen and Bathroom

#### Flat 2:

Bed/Living Room/Kitchen, separate Shower Room

Stairs to

#### First Floor:

#### Flat 3:

Lounge/Kitchen, Bedroom and Shower Room

#### Flat 4:

Lounge, Kitchen and Bedroom, Shower Room,

Stairs to

#### Second Floor:

#### Flat 5:

Having Lounge, Kitchen, Bedroom and Shower Room

### Outside:

**Front:** paved foregarden

**Rear:** lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 56 days following exchange of contracts





19 Hunton Hill

## 19 & 19A (The Forge) Hunton Hill, Erdington, Birmingham B23 7ND

### Property Description:

A pair of traditional freehold detached properties which have previously been used to provide additional accommodation to a children's nursery which is based on Hunton Road and therefore benefiting from D1 (non residential institutions) Planning Consent.

19 Hunton Hill comprises of substantial detached former dwelling house of traditional rendered brick construction surmounted by a pitched tile clad roof and benefiting from flexible well laid out accommodation, gas fired central heating, mostly UPVC double glazed windows and conservatory.

19A (The Forge) Hunton Hill comprises of a detached traditional built cottage of rendered brick construction surmounted by a pitched tile clad roof and benefiting from gas fired central heating.

Hunton Hill runs directly between Slade Road and Gravelly Hill (A5127) and the property is conveniently within a short walk from Gravelly Hill Railway Station and within approximately two thirds of a mile distance from both Erdington Shopping Centre and the M6 motorway (junction 6)

### Planning:

Both properties have previously been used as additional nursery accommodation for the property known as The Hollies Nursery based on Hunton Road and whilst benefiting from D1 (non residential institutions) planning consent, will be sold with a restricted covenant preventing any future nursery use. The properties can be used for all other categories

within D1 which includes medical and health services, day centres, museums, public halls, libraries, art galleries, exhibition halls, non residential education and training centres, places of worship and church halls. In addition the properties may well be suitable for conversion back to residential dwelling houses (subject to the buyer obtaining planning consent from the local planning department at Birmingham City Council)

### Accommodation

#### 19 Hunton Hill

##### Ground Floor:

Room One: 14.43sq.m (155sq.ft)

Store/Cloak Room: 4.6sq.m (49sq.ft)

Room Two: 12.81sq.m (137sq.ft)

Reception Hall and Kitchen: 12.14sq.m (130sq.ft)

Toilets with wc's and wash basins: 6.17sq.m (66sq.ft)

Veranda: 3.25sq.m (34sq.ft)

Room Three: 19.71sq.m (212sq.ft) with opening to Room Four (inclusive)  
UPVC Double Glazed Conservatory: 13.37sq.m (143sq.ft)

##### First Floor:

Room Five: 7.33sq.m (79sq.ft)

Room Six: 12.78sq.m (137sq.ft)

Room Seven: 12.51sq.m (134sq.ft)

##### Outside:

**(Front)** Block paved forecourt with double gated access off Hunton Hill

**(Rear)** Paved yard, enclosed lawned garden and paved patio area







**19A (The Forge)**

**19A (The Forge) Hunton Hill  
Ground Floor**

Room One: 32sq.m (344sq.ft)

Toilets: 7sq.m (75sq.ft) with wc's and wash basins

Entrance Hall

**First Floor:**

Room Two: 32sq.m (355sq.ft)

**Outside:**

Block paved forecourt with dropped kerb off Hunton Hill providing potential for off road parking space, side garden and paved patio

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts



**COTTONS**  
THE AUCTIONEERS





## 7 Signal Hayes Road, Sutton Coldfield, West Midlands B76 2RS

### Property Description:

A detached property of brick construction surmounted by a tile clad roof set back from the road behind a tarmac covered drive way allowing for off road parking. The property benefits from having well laid out accommodation, gas fired central heating and secondary glazing, however does require some modernisation and improvement. The property further benefits from having a large rear garden and double garage located to the rear and accessed via a service road providing further off road parking. Signal Hayes Road is set in an established residential area and is located off the Walmley Road (B4148). The property is within approximately half a miles distance to the main shops and amenities located in Walmley and within approximately two miles distance from the main centre of Sutton Coldfield.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

Two Double Bedrooms

#### Outside:

**Front:** Tarmac covered driveway allowing for off road parking

**Rear:** Lawned garden and double garage

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts



## LOT 25

## Freehold Vacant Possession

**120 Flaxley Road,  
Stechford, Birmingham,  
B33 9HG**

### Property Description:

A semi detached property of traditional construction surmounted by a tiled clad roof and benefiting from gas fired central heating, UPVC double glazing, being offered for sale in a presentable condition. The property itself is located on Flaxley Road close to the junction with Old Farm Road and being approximately ¼ mile from the junction with Station Road (A4040).

### Accommodation:

#### Ground Floor:

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

#### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, wash hand basin and separate W/C



### Outside:

**Front:** Lawned foregarden

**Rear:** Lawned garden with off road parking via vehicular access from rear

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LOT 26

**107 Bacchus Road,  
Handsworth,  
Birmingham B18 4QP**

### Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Bacchus Road is located between Lodge Road and Soho Road, and the property itself is approximately within a quarter of a miles distance from the main shops and amenities located on the Soho Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £475 per calendar month (£5,700 per annum).

### Accommodation:

#### Ground Floor:

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

#### First Floor:

Two Bedrooms



### Outside:

**Rear:** paved yard

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

## 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.



**COTTONS**  
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**LOT 27****Freehold Vacant Possession**

**8 St Kildas Road,  
Alum Rock, Birmingham  
B8 3JQ**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, providing well laid out accommodation and having been extensively refurbished throughout which includes new roof covering, ground floor extension, re-plastering, re-wiring, re-plumbing, new bathroom and kitchen fittings, gas fired central heating, UPVC double glazed windows, carpets, decoration and external paving. The property is situated in a cul-de-sac and St Kildas Road is conveniently within approximately 100 metres distance from Alum Rock 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, Kitchen, Rear Entrance Hall, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc

**First Floor:**

Stairs and Landing, Three Bedrooms

**Outside:**

**Front:** Paved and walled foregarden

**Rear:** Paved yard, garden and rear pedestrian access

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 28****Freehold Vacant Possession**

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

**Property Description:**

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

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

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

**First Floor:**

Stairs and Landing, Three Bedrooms

**Outside:**

**Front:** Foregarden, pedestrian side access to rear

**Rear:** Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





## 138 Hanbury Road, Stoke Prior, Nr. Bromsgrove, B60 4JZ

### Property Description:

A substantial modern Industrial/Warehouse unit of steel portal frame construction, benefitting from Office accommodation to the front, ample clearance height to the warehouse area, insulated clad external walling and secure yard to the rear. The Total Floor Area is approximately 887sq.m. (9,555sq.ft.), whilst the Site Area is approximately 0.218Ha (0.54 Acres).

The unit itself is located on 'The Metal and Ores' Industrial Estate, located on Hanbury Road close to the Saxon Business Park. Stoke Prior itself is located approximately 2½ miles to the South of Bromsgrove Town Centre.

### Accommodation:

#### Ground Floor:

**Reception Area:** measuring 22.1sq.m. (238sq.ft.),

**Office:** measuring 18.2sq.m. (195sq.ft.),

**Works Office:** measuring 12.5sq.m. (135sq.ft.),

**Office/Store:** measuring 10.4sq.m. (111sq.ft.),

**Staff Room, Male and Female WCs,**

**Tool Store:** measuring 6.1sq.m. (66sq.ft.),

### Open Plan Workshop/Warehouse:

measuring 630sq.m. (6,783sq.ft.)

### First Floor:

**General Office:** measuring 27.8sq.m. (299sq.ft.),

**Office 1:** measuring 11.6sq.m. (125sq.ft.),

**Office 2:** measuring 15.4sq.m. (165sq.ft.),

**Office 3:** measuring 10.8sq.m. (117sq.ft.),

**Office 4:** measuring 9.5sq.m. (103sq.ft.),

### Stationary Store, Staff Room:

measuring 7.5sq.m. (81sq.ft.), Male and Female WCs

### Outside:

**Front:** Parking Area

**Rear:** Substantial Secure Yard

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 15 Exeter Road, Selly Oak, Birmingham B29 6EU

### Property Description:

A substantial traditional built end terraced house of brick construction surmounted by a pitched slate clad roof and prominently situated at the junction with Tiverton Road. The property provides extensive, well laid out and flexible accommodation and is currently arranged with six bedrooms and benefits from mostly double glazed windows and gas fired central heating. The property is situated in an established residential area, popular with students and is conveniently located within a quarter of a mile distance from Bristol Road (A38) which provides access to a wide range of retail amenities and services and within half a mile distance from The University of Birmingham.

### First Floor:

Stairs and Landing, Bedroom Three, Bedroom Four, Bedroom Five, Bedroom Six/Study

### Outside:

**Front:** Walled forecourt to front and side

**Rear:** Gravelled garden with pedestrian side access

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts.

### Accommodation:

#### Ground Floor:

Entrance Hall with cellar access, Bedroom One, Bedroom Two, Large Lounge/Dining Room, Bathroom with panelled bath having electric shower over, wash basin and wc, Kitchen

## DEPOSITS AND ADMINISTRATION FEE

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

Acceptable payment methods are as follows:

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

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

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

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





**107 Reginald Road, Alum Rock,  
Birmingham B8 1LS**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, providing well laid out accommodation and benefiting from four bedrooms, UPVC double glazed windows and gas fired central heating. Reginald Road runs directly between Alum Rock Road and St Saviour's Road and forms part of a traditional and established residential area.

**Accommodation:**

**Ground Floor:**

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

Bathroom with panelled bath, pedestal wash basin, Separate wc

**First Floor:**

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

**Second Floor:**

Stairs to Bedroom Four

**Outside:**

**Rear:** Yard and garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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## 56 Stratton Street, Wolverhampton WV10 9AJ

### Property Description:

A traditional mid terraced house of part rendered brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows and having been refurbished to include replacement kitchen and bathroom fittings, internal doors, redecoration and replacement floor coverings (where fitted). Stratton Street leads off Prosser Street which in turn leads off Cannock Road (A460) and the property is located within approximately one mile distance to the north east of Wolverhampton City Centre.

### Accommodation:

#### Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen with a range of modern fitted units

### First Floor:

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

### Outside:

**(Rear)** Paved yard and garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The vendors will arrange to remove the security shutter protection on or before the due completion date.





**44 Dixon Street, Parkfields,  
Wolverhampton WV2 2BJ**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central heating and UPVC double glazed windows and having undergone refurbishment to include replacement kitchen and bathroom fittings, internal doors and redecoration. Dixon Street runs directly between Thompson Avenue (A4123) and Bilston Road (A41) and is conveniently within approximately one mile distance to the south of Wolverhampton City Centre.

**Accommodation:**

**Ground Floor:**

Lounge, Dining Kitchen with ceramic tiled floor and a range of modern fitted units

**First Floor:**

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

**Outside:**

(Front) Foregarden

(Rear) Pedestrian entry access leading to garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





## 285 Stafford Road, Cannock WS11 2AT

### Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, occupying an elevated position set back from the road behind a lawned foregarden and providing well laid out accommodation benefiting from UPVC double glazed windows and external doors and gas fired central heating. The property has recently undergone refurbishment throughout including the provision of new kitchen and bathroom fittings, internal doors, redecoration and replacement floor coverings (where fitted). Stafford Road (A34) provides direct access to Cannock Town Centre which contains a wide range of retail amenities and services.

### First Floor:

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

### Outside:

**(Front)** Lawned foregarden, pedestrian side access leading to rear

**(Rear)** Concrete yard and long lawned garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Full Width Dining Kitchen with a range of modern fitted units







## 296 Stafford Road, Cannock WS11 2AT

### Property Description:

A traditional semi detached house of brick construction surmounted by a pitched tile clad roof, occupying an elevated position set back from the road behind a lawned foregarden and providing well laid out accommodation benefiting from UPVC double glazed windows and external doors and gas fired central heating. The property has recently undergone refurbishment throughout including the provision of new kitchen and bathroom fittings, internal doors, redecoration and replacement floor coverings (where fitted). Stafford Road (A34) provides direct access to Cannock Town Centre which contains a wide range of retail amenities and services. The property has potential for off road parking located at the rear.

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Full Width Dining Kitchen with a range of modern fitted units

### First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with modern suite comprising panelled bath with shower attachment, pedestal wash basin and wc

### Outside:

**(Front)** Lawned foregarden

**(Rear)** Pedestrian side gated access to yard and a long lawned garden with rear pedestrian gated access leading to a shared driveway which provides potential for off road parking

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







## 9 Old Winnings Road, Keresley End, Coventry CV7 8JL

### Property Description:

A semi detached house of Cornish style construction having brick outer walls and a mansard tile clad roof. The property provides well laid out accommodation benefiting from three bedrooms and rear off road parking and has been completely refurbished throughout to include UPVC double glazed windows and external doors, gas fired central heating, modern kitchen and bathroom fittings, internal doors, redecoration and replacement floor coverings (where fitted). The property is situated in the village of Keresley End, which is located approximately four miles distance to the north of Coventry City Centre.

### Accommodation:

#### Ground Floor:

Lounge, Full Width Dining Kitchen with a range of modern fitted units

### First Floor:

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

### Outside:

(Front) Lawned foregarden

(Rear) Partly paved yard/garden with double gated vehicular access providing off road parking

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The vendors will arrange to remove the security shutter protection on or before the due completion date.





## 57 Thompsons Road, Keresley End, Coventry CV7 8JU

### Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof offering well laid out accommodation, benefiting from gas fired central heating, mostly UPVC double glazed windows and having been refurbished throughout to include replacement kitchen and bathroom fittings, redecoration and replacement floor coverings (where fitted). The property is situated in the village of Keresley End, which is located approximately four miles distance to the north of Coventry City Centre.

### Accommodation:

#### Ground Floor:

Entrance Hall, Lounge, Breakfast Kitchen with a range of modern fitted units, Lobby with built in store cupboard, Bathroom with modern suite comprising panelled bath having shower attachment, pedestal wash basin and wc

### First Floor:

Stairs and landing, Three Bedrooms

### Outside:

**(Front)** Lawned foregarden with side access to rear

**(Rear)** Yard and generous garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The vendors will arrange to remove the security shutter protection on or before the due completion date





## 15 Oliver Street, Paradise, Coventry CV6 5FB

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and providing accommodation on three floors which includes three double bedrooms. The property has undergone complete refurbishment throughout including modern kitchen and bathroom fittings, internal doors, re-decoration and replacement floor coverings (where fitted). Oliver Street leads off Cromwell Street which in turn leads off Red Lane and the property is located within approximately one miles distance to the north east of Coventry City Centre.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

Stairs and Landing, Two Double Bedrooms

#### Second Floor:

Stairs to Bedroom Three (Double)

### Outside:

(Rear) Shared pedestrian entry access to yard and garden

### Vendors Solicitors:

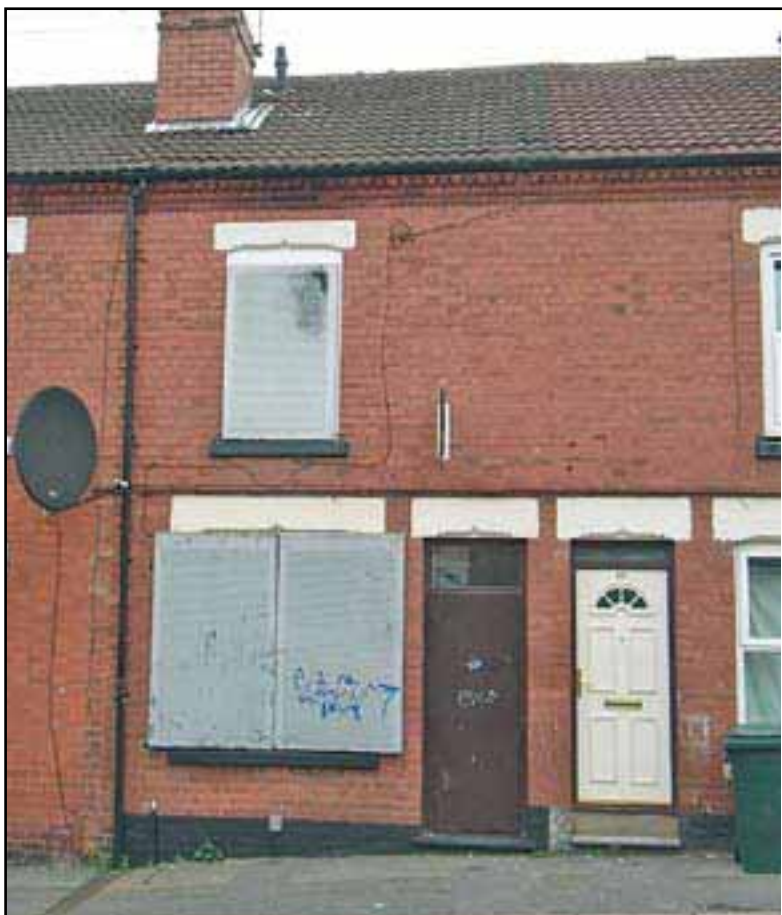
Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The vendors will arrange to remove the security shutter protection on or before the due completion date.





### 41 Alfred Road, Hillfields, Coventry CV1 5BN

#### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property has been refurbished throughout to include modern kitchen and bathroom fitments, internal doors, redecoration and replacement floor coverings (where fitted). Alfred Road leads off Nicholls Street and the property is located approximately half a mile distance to the north east of Coventry City Centre.

#### Accommodation:

##### Ground Floor:

Lounge, Breakfast Kitchen with a range of modern fitted units

#### First Floor:

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

#### Outside:

(Rear) Yard and garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**Note:** The vendors will arrange to remove the security shutter protection on or before the due completion date.







**29 Parkstone Road, Foleshill,  
Coventry CV6 7AL**

#### **Property Description:**

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from gas fired central, mostly double glazed windows, UPVC external doors and having undergone complete refurbishment throughout including modern kitchen and bathroom fittings, new internal doors, re-decoration and replacement floor coverings (where fitted). Parkstone Road leads directly off Foleshill Road (B4113) which provides direct access to Coventry City Centre being within approximately two miles distance.



#### **Accommodation:**

##### **Ground Floor:**

Front Reception Room, Rear Reception Room, Kitchen with a range of modern fitted units, Rear Entrance Hall with built in cupboard, Bathroom with panelled bath having shower attachment, pedestal wash basin and wc



##### **First Floor:**

Stairs and Landing, Three Bedrooms

##### **Outside:**

**(Front)** Walled forecourt

**(Rear)** Concrete yard/garden with side pedestrian access



##### **Vendors Solicitors:**

Refer to Auctioneers

##### **Viewings:**

Via Cottons – 0121 247 2233





## 2 Francis Road, Acocks Green, Birmingham B27 6LX

### Property Description:

A substantial traditional built semi detached property of brick construction, surmounted by a pitched tile clad roof and having Coach House Accommodation to the side along with an Informal Hall/Storage to the rear, which may be suitable for various uses. The house benefits from mostly UPVC double glazed windows and is generally in presentable condition and is currently arranged to provide six letting rooms each with electric heating and kitchenettes along with Communal Kitchen and Bathrooms. Francis Road comprises of a cul-de-sac which leads directly off Yardley Road (B4146) and the property is conveniently within approximately one third of a mile distance from Acocks Green Railway Station.

### Tenancy Details:

All six letting rooms are let on Assured Shorthold Tenancy's, at a combined rental of £355 per week (£18,460 per annum).  
The Hall/ Storage Area is let at £50per week (£2,600pa).

Total Current Rental Income -  
£21,060per annum

(A schedule of tenancies is available for inspection at the Auctioneers offices)

### Licence for a House in Multiple Occupation:

The property benefits from a current licence granted to the Vendor by Birmingham City Council under section 64 of the Housing Act 2004 and dated 26 October 2007, valid for a period of 5 years permitting the house to be occupied by not more than six households or six persons

### Accommodation

#### Ground Floor:

Reception Hall, Letting Room 1, Communal Kitchen, Communal Bathroom with panel bath, glazed shower cubicle, wash basin and wc, Inner Hall with Cellar access.

#### First Floor:

Stairs and Landing, Letting Rooms 2,3,4, &5, Shower Room with glazed shower cubicle, wash basin and wc.

#### Second Floor

Letting Room 6

### Informal Hall/Storage Room Ground Floor

Separate Entrance to Reception Area - 20.38 sq m (219 sq ft), Hall/Storage Room - 89.11 sq m (959 sq ft) with Ladies and Gents W.C.'s and French Door access to rear.

**Outside (front)** Full width forecourt providing off road parking.

**Outside (rear)** Partly covered concrete yard 113.85 sq m (1225 sq ft) with access to rear garden area.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts



# Freehold Vacant Possession/Business/Redevelopment Opportunity



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

### Property Description:

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

### Planning:

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

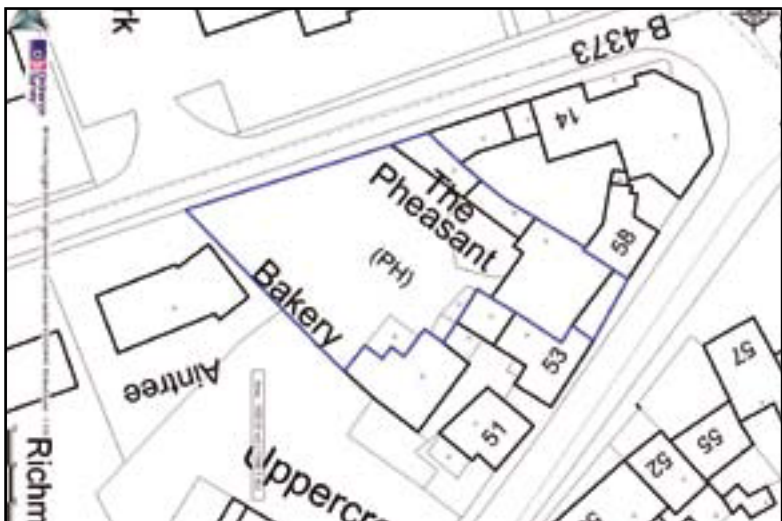
### Accommodation:

#### Ground Floor:

#### Public House/Restaurant:

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





#### **First Floor:**

Door from hallway leading to Stairs and Landing

#### **Living Accommodation:**

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

#### **Guest Bedroom One:**

En-suite Shower Room having wc and wash basin

#### **Guest Bedroom Two:**

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

#### **Guest Bedroom Three:**

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

#### **Guest Bedroom Four:**

En-suite Shower Room with wc and wash basin

#### **Guest Bedroom Five:**

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

#### **Guest Bedroom Six:**

En-suite Shower Room with wc and wash basin,

#### **Rear Section:**

#### **Ground Floor:**

Boiler Room, Store Room

#### **Flat 1:**

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

#### **Rear First Floor:**

External stairs to

#### **Guest Bedroom Seven:**

En-suite Shower Room having wc and wash basin

#### **Flat 2:**

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

#### **Outside:**

**Front:** Forecourt bordered by iron railings

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

**Site Area:** 0.25 acres (1031sq.m)

#### **Vendors Solicitors:**

Refer to Auctioneers

#### **Viewings:**

Via Cottons – 0121 247 2233



**LOT 43****Freehold Vacant Possession**

**51 Church Road,  
Erdington,  
Birmingham B24 9BB**

**Property Description:**

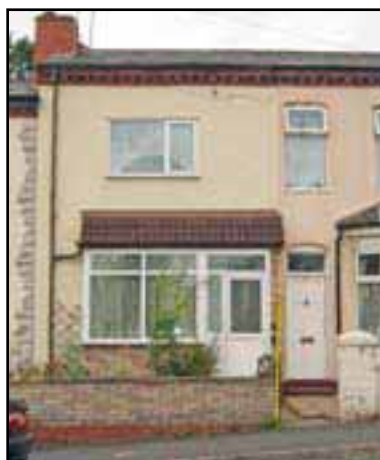
A mid terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having well laid out accommodation, majority UPVC double glazed windows and gas fired central heating. Church Road is located off the main High Street in Erdington which in turn provides a wide range of shops and amenities, and is within approximately a quarter of a miles distance.

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

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Lean to with WC, stairs to

**First Floor:**

Two Bedrooms and Bathroom having shower cubicle, pedestal wash basin and WC

**Outside:**

**Front:** walled foregarden

**Rear:** paved yard

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

**LOT 44****Leasehold Vacant Possession**

**92 Chelmsford Court, Nash Square, Perry Barr,  
Birmingham B42 2EX**

**Property Description:**

A two bedroom ground floor flat situated in a purpose built block off Nash Square. The property is set back from the road behind communal gardens and is offered for sale in presentable condition, and further benefits from having UPVC double glazed windows, modern kitchen units and electric heating. Nash Square is located off Aldridge Road (A453) and is approximately within half a miles distance from the One Stop Shopping Centre located in Perry Barr, and also the University of Central England (Perry Barr Campus).

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

Communal Entrance Hall, Inner Hallway, Lounge, Kitchen, Two

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

**Outside:**

Communal parking and gardens

**Leasehold Information:**

**Term:** 189 years from 25 December 1964

**Ground Rent:** refer to legal pack

**Service Charge:** refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be six weeks following exchange of contracts.





**LOT 45****Freehold Vacant Possession**

**20 Waggon Street,  
Cradley Heath,  
West Midlands B64 6JT**

**Property Description:**

A semi detached house of brick construction surmounted by a pitched slate clad roof providing well laid out accommodation, benefiting from UPVC double glazed windows and gas fired central heating but requiring some modernisation and improvement throughout. Waggon Street is situated off High Gate Street and is conveniently within walking distance from Old Hill Centre which contains a variety of shops and services.

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

Porch, Reception Hall, Kitchen, Cloak Room with pedestal wash basin and wc, Lounge, Rear Entrance Hall

**First Floor:**

Stairs and Landing with access to a Boarded Loft, Bedroom One, Bedroom Two, Bathroom with panelled bath, pedestal wash basin and wc

**Outside:**

**Front:** Paved forecourt providing off road parking, pedestrian gated access to rear

**Rear:** Yard and garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**LOT 46****Freehold Vacant Possession**

**51 Hazel Road, Rubery, Rednal,  
Birmingham, B45 9DT**

**Property Description:**

A distinctive and individually designed detached property benefiting from gas fired central heating, substantial well laid out accommodation, and excellent views to the rear, and being offered for sale in a presentable condition. The property itself is located on Hazel Road which is located directly of Whetty Lane, close to the centre of the Rubery local shopping district centred around New Road.

**Accommodation:**

Entrance Hall to First Floor.

**First Floor:**

Large Living Room, Dining Room, Kitchen, Rear Lobby, Study/Bedroom

**Ground Floor:**

Utility Area, Three Bedrooms, Bathroom with modern white suite including jacuzzi bath, w/c and wash hand basin, Separate W/C and Utility Area.

**Outside:**

(Front) Mature gardens and driveway to integral garage.

(Rear) Lawned mature gardens.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Rear Elevation**

**COTTONS**  
THE AUCTIONEERS







## 222 Maypole Lane, Kings Heath, Birmingham, B14 4PU

### Property Description:

A semi-detached property of traditional construction surmounted by a tiled clad roof and benefiting from gas fired central heating, UPVC double glazing, modern kitchen and off road parking for two cars. The property itself is located on Maypole Lane close to the junction with Prince Of Wales Lane. Yardley Wood itself is a predominantly residential suburb of Birmingham located approximately 5 miles to the south of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Reception Hall, Kitchen, L-shaped Living Room/Dining Room, Conservatory

### First Floor:

Stairs and Landing, Three Bedrooms, Shower Room with shower cubicle wash hand basin and W/C

### Outside:

**Front:** Off road parking for two cars

**Rear:** Lawned Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 56 days following exchange of contracts

## 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



**41 Cheshire Road,  
Smethwick,  
West Midlands  
B67 6DN**

**Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from well laid out accommodation and includes UPVC double glazed windows and gas fired central heating. Cheshire Road is located off Church Road and High Street (A4030) and is set in an established residential area. The property is approximately within a quarter of a miles distance from the main shops and amenities on Smethwick High Street and within a miles distance of Bearwood High Street.

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

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

**First Floor:**

Three Bedrooms and WC


**Outside:**

**Front:** Walled foregarden

**Rear:** Lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

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## 76 Westley Road, Acocks Green, Birmingham B27 7UH

### Property Description:

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

### Accommodation:

#### Ground Floor:

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

#### Cellar

#### First Floor:

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

### Second Floor:

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

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

### Outside:

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

**Rear:** Substantial rear yard providing further parking.

### Planning:

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

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 65 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PE

### Property Description:

A duplex flat situated on the fifth and sixth floors of a substantial purpose built block and offering well laid out accommodation. The property benefits from UPVC double glazed windows, electric heating and two double bedrooms. In recent years the management of the block has come under control of the residents and the block has thus undergone a range of improvement works, and furthermore the property is situated in an improving area and particularly adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from Junction 9 of the M6 motorway. The property is currently let on an assured shorthold tenancy agreement producing a rental of £400 per month ( £4,800 per annum).

### Accommodation:

#### Ground Floor:

Communal Entrance with a security door entry system and access to lifts

### Sixth Floor:

Communal Landing Area, Entrance Hall, Lounge, Dining Kitchen

### Fifth Floor:

Stairs down to Hallway, Bathroom having panelled bath, pedestal wash hand basin and WC and two Bedrooms

### Outside:

Communal Gardens and Parking

### Leasehold Information:

**Ground Rent:** refer to legal pack

**Service Charge:** refer to legal pack

**Term:** 199 years from 29 September 1990

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

## ADMINISTRATION FEE

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

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







**69 Camberley, Beacon View Road,  
West Bromwich, West Midlands B71 3PE**

**Property Description:**

A duplex flat situated on the seventh and eighth floors of a substantial purpose built block and offering well laid out accommodation. The property benefits from UPVC double glazed windows, electric heating and two double bedrooms. In recent years the management of the block has come under control of the residents and the block has thus undergone a range of improvement works, and furthermore the property is situated in an improving area and particularly adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from Junction 9 of the M6 motorway. The property is currently let on an assured shorthold tenancy agreement producing a rental of £400 per month ( £4,800 per annum).

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

Communal Entrance with a security door entry system and access to lifts

**Eighth Floor:**

Communal Landing Area, Entrance Hall, Lounge, Dining Kitchen

**Seventh Floor:**

Stairs down to Hallway, Bathroom having panelled bath, pedestal wash hand basin and WC and two Bedrooms

**Outside:**

Communal Gardens and Parking

**Leasehold Information:**

**Ground Rent:** refer to legal pack

**Service Charge:** refer to legal pack

**Term:** 199 years from 29 September 1990

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

**Find us on the web @**

**www.cottons.co.uk**

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



## 104 Camberley, Beacon View Road, West Bromwich, West Midlands B71 3PE

### Property Description:

A duplex flat situated on the ninth and tenth floors of a substantial purpose built block and offering well laid out accommodation. The property benefits from UPVC double glazed windows, electric heating and two double bedrooms. In recent years the management of the block has come under control of the residents and the block has thus undergone a range of improvement works, and furthermore the property is situated in an improving area and particularly adjacent to a recent development containing a range of private housing. Beacon View Road is located off the Walsall Road (A4031) and is approximately one and a half miles distance from Junction 9 of the M6 motorway. The property is currently let on an assured shorthold tenancy agreement producing a rental of £400 per month ( £4,800 per annum).

### Accommodation:

#### Ground Floor:

Communal Entrance with a security door entry system and access to lifts

### Tenth Floor:

Communal Landing Area, Entrance Hall, Lounge, Dining Kitchen

### Ninth Floor:

Stairs down to Hallway, Bathroom having panelled bath, pedestal wash hand basin and WC and two Bedrooms

**Outside:** Communal Gardens and Parking

### Leasehold Information:

**Ground Rent:** refer to legal pack

**Service Charge:** refer to legal pack

**Term:** 199 years from 29 September 1990

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 23rd October 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





## The Dale House Restaurant, Bilston Street, Willenhall, WV13 2AW

### Property Description:

A substantial Grade II listed restaurant being of traditional construction and prominently located on the roundabout at the corner of Bilston Street, and New Road (B4464) within very close proximity to Willenhall Town Centre. The property itself benefits from substantial accommodation across 3 storeys and is currently let at a rental of £15,000 per annum. The property comprises of a bar, and restaurant/serving area to the ground floor, together with further restaurant seating and cocktail bar to the first floor and office/storage space to second floor. In addition there is a secondary area to the building comprising of a substantial unused former bar on the ground floor with office/storage accommodation to the first floor. The property itself sits on a site which extends to is approximately 0.23 acres and is adjacent to "The Malt House" Wetherspoons Public House.

### Accommodation:

#### Ground Floor:

Reception Hall, Male and Female W/C's, Bar area measuring 36.7sq.m (395sq.ft), Main Restaurant/Serving Area measuring 47.2sq.m (508sq.ft) and providing 32 covers, Kitchen with stainless steel fittings measuring 25.3sq.m (272sq.ft).

#### Cellar:

Substantial Wine Cellar.

### First Floor:

Further Restaurant/Serving Area measuring 41.2sq.m (444sq.ft) and providing 31 covers, Cocktail Bar measuring 23.2sq.m (250sq.ft), Male and Female W/C's, Food Preparation Room with stainless steel fittings measuring 16.0sq.m (172sq.ft)

### Second Floor:

Private Office measuring 17.4sq.m (187sq.ft), Store Room measuring 21.0sq.m (326sq.ft) and Shower Room with Shower Cubicle, W/C and wash hand basin.

### Secondary Accommodation:

#### Ground Floor:

Lobby with door to tarmacadam yard, dilapidated Former Bar measuring 93sq.m (1,001sq.ft), Food Storage Room measuring 17.0sq.m. (183sq.ft)

### First Floor:

An open plan area partitioned to provide 3 rooms measuring 61.03sq.m (656sq.ft), Room 2 measuring 10.9sq.m (117sq.ft) and Kitchen.

### Tenancy Information:

The property is currently let by way of a 5 year Full Repairing and Insuring lease which commenced on 28 October 2005, at a current rental of £15,000 per annum.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





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

### Property Description:

A freehold mid terraced, Grade II Listed property of traditional construction surmounted by a tile clad roof. The Ground Floor Retail Unit is presently let as a hairdressing salon at a rental of £10,500 per annum, whilst the rear area and first and second floors require modernisation and improvement throughout. This area benefits from Planning Consent for a proposed change of use to self contained residential accommodation. The property itself is located on Shropshire Street close to the junction with Cheshire Street and High Street. Market Drayton itself is a market town located in North Shropshire, with a population last recorded at just over 10,000.

### Accommodation:

#### Ground Floor Retail Unit:

Retail Area measuring approximately 33.9sq.m. (364sq.ft.)

#### Ground Floor Residential Accommodation:

Room 1 extending to 14sq.m (150sq.ft)

### First Floor:

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

### Second Floor:

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

### Planning:

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

### Tenancy Information:

The Ground Floor Retail Area is presently let by way of a 15 year lease which commenced 22 July 2008 at a rental of £10,500 per annum

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







**1762/1764 Pershore Road, Cotteridge,  
Birmingham, B30 3DR**

**This lot is offered for Sale by order of the LPA  
Receivers**

#### Property Description:

A pair of mid terraced Commercial Properties presently interconnected to provide an open plan retail area and benefiting from roller shutter protection, office accommodation to the first floor, and two parking spaces to the rear. The property itself which has been formerly trading as a dance studio is located on the busy Pershore Road (A441) virtually opposite the junction with Breedon Road and is approximately ¼ from Cotteridge Local Shopping Centre.

#### Accommodation:

##### Ground Floor:

Entrance Hall, Open Plan Retail Area measuring 76.9sqm (828sq.ft), Separate w/c

#### First Floor:

Stairs and Landing, Front Room measuring 23.0sq.m (247sq.ft) Open Plan Rear Area partitioned to provide two rooms and Kitchen measuring 39.8sq.m (428sq.ft), Separate w/c

#### Outside:

**(Front)** Property fronts directly on to the Pershore Road

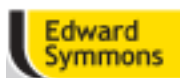
**(Rear)** Two Parking spaces accessed off side road

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

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## 18 Brigfield Road, Yardley Wood, Birmingham, B13 0JG

### Property Description:

A single storey A5 take-away unit located in the predominantly residential area of Yardley Wood and presently being let by way of a 15 year lease which commenced on 24 June 2008 at a current rental of £6,500 per annum. There is a five year Rent Review pattern incorporated in the lease. The property itself is located on Brigfield Road which runs directly off Yardley Wood Road, approximately four miles to the south of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Serving Area extending to 21.2sq.m. (228sq.ft)

Rear Lobby: Food Preparation Room extending to approximately 3.1sq.m (34sq.ft)

### Outside:

**Front:** Forecourt providing off road parking

**Rear:** Brick built store room with separate W/C

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

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## 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.





**Offered for sale due to the vendors' emigration**  
**7 Saffron, Amington, Tamworth,**  
**Staffordshire B77 4EP**

**Property Description:**

A modern semi detached house surmounted by a pitched tile clad roof and offering generous and well laid out family accommodation which includes four bedrooms and ample off road parking. The property has been much improved by the existing owners and with the exception of two rooms which require redecoration, is in good presentable order throughout benefiting from gas fired central heating, UPVC double glazed windows and external doors, an attractive range of modern fitted kitchen units, modern bathroom/cloak room fitments and garage. Saffron comprises of a cul-de-sac leading off Kerria Road which in turn leads off Woodland Road and the property is located within approximately two miles distance to the east of Tamworth Town Centre.

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

Entrance Hall, Reception Hall, Cloak Room with vanity wash basin and wc, Dining Kitchen with an extensive range of modern wooden panelled units with matching dresser unit and incorporating a built in oven, hob and cooker hood, Lounge, Sitting Room, Full Width Conservatory/Utility Area

**First Floor:**

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Shared En-suite Shower Room (Bedrooms One and Two) with

glazed shower enclosure and vanity wash basin, Bedroom Three (single), Bedroom Four (double), Bathroom with modern suite comprising panelled bath having electric shower over, vanity wash basin and wc

**Outside:**

**(Rear)** Large paved patio, lawned garden, a brick built garage and a tarmacadamed driveway providing off road car parking for three cars

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





## Parcel 6E, Portway Hill, Rowley Regis, West Midlands

### Property Description:

A parcel of freehold land extending to an area of approximately 507 square metres (0.125 acres) and situated adjacent to a former Quarry Site on Portway Hill, near to the junction with Lye Cross Road. The site comprises of a rectangular shaped, unfenced site and lies in a large area of open space which is bounded by housing to the North, East and South. Site boundaries have been surveyed and the plot boundaries are set out using GPS survey equipment.

### Location:

The site is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury

Lane, continue along for 0.8 miles to the traffic lights and turn right onto Portway Hill. The land is at the top of the hill on the right hand side 0.4 miles from Newbury Lane, 100 yards from south of the Lye Cross Road junction.

### Planning:

The site is presently designated as open space in the Sandwell UDP. All enquiries regarding the use of the site should be made to Sandwell Metropolitan Borough Council.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## NOTICE COMPLETION DATES

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

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







### Parcel 6F, Portway Hill, Rowley Regis, West Midlands

#### Property Description:

A parcel of freehold land extending to an area of approximately 506 square metres (0.125 acres) and situated adjacent to a former Quarry Site on Portway Hill, near to the junction with Lye Cross Road. The site comprises of a rectangular shaped, unfenced site and lies in a large area of open space which is bounded by housing to the North, East and South. Site boundaries have been surveyed and the plot boundaries are set out using GPS survey equipment.

#### Location:

The site is located approximately 1.3 miles North-West of Junction 2 of the M5, 1.6 miles South-East of Dudley town centre. The land is approached, coming from the M5, along the A4123 (0.7 miles), then turn left onto Newbury Lane, continue along for 0.8 miles to

the traffic lights and turn right onto Portway Hill. The land is at the top of the hill on the right hand side 0.4 miles from Newbury Lane, 100 yards from south of the Lye Cross Road junction.

#### Planning:

The site is presently designated as open space in the Sandwell UDP. All enquiries regarding the use of the site should be made to Sandwell Metropolitan Borough Council.

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

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**This Lot is offered for sale by order of  
the LPA Receivers**

**Land Adjoining the West Side of Cameo Drive,  
Stourbridge DY8 4AU**

**Description:**

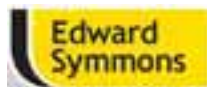
A parcel of freehold land, irregular in shape, extending to an area of 0.49 acres (0.20 hectares) and comprising of open grass land populated in places by trees and vegetation. The land enjoys a significant frontage with Cameo Drive and is located adjacent to a range of modern detached dwelling houses. Cameo Drive leads off King William Street which in turn leads off Audnam (A491) and is located approximately one mile distance to the north of Stourbridge Town Centre.

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS





## 116A Stourbridge Road, Dudley, West Midlands DY1 2DW

### Property Description:

A three bedroom detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a block paved fore garden allowing for off road parking for numerous vehicles. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. The property further benefits from a garage located to the rear of the property. The property is located on Stourbridge Road (A4101) close to the junction with Kingswinford Road and the Dudley Southern Bypass (A461). The property is approximately within a quarter of a miles distance from Russells Hall Hospital and within approximately a miles distance from the Merry Hill Shopping Centre.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

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

### Outside:

**Front:** Block paved fore garden

**Rear:** Lawned garden and garage

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



**128 Hubert Road,  
Selly Oak, Birmingham, B29 6ER**

**Property Description:**

A mid terraced Villa style property, of traditional construction surmounted by a tile clad roof, benefiting from UPVC double glazing, and Central Heating. The property itself is located on Hubert Road in the predominantly residential suburb of Selly Oak, and is located close to the junction with the Bristol Road (A38).

**Accommodation:**

**Ground Floor:**

Reception Hall, Two Reception Rooms, Kitchen, Rear Lobby and Bathroom with panelled bath, wash hand basin and w/c

**First Floor:**

Stairs and Landing, Three Bedrooms

**Outside:**

**Front:** Walled Foregarden

**Rear:** Lawned Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

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







### 49 High Street, Bilston, West Midlands, WV14 0EP

#### Property Description:

A mid terrace A5 (take-away unit) located in the heart of Bilston Town Centre and presently being let at a rental of £12,000 per annum. The Ground Floor is in a modern condition benefiting from aluminium framed shop front, suspended ceiling and providing approximately 37 covers. There is a two bedroom self contained flat to the floor above which has been sub-let by the tenants. The property is located on the main High Street of Bilston amongst such multiple retailers as JJB Sports, Argos and Littlewood Clearance. The High Street itself runs directly between Coseley Road (A4039) and Church Street.

#### Accommodation:

##### Ground Floor:

Serving/Seating Area with a Gross Internal Area of approximately 64.2.sq.m. (691sq.ft), Male and Female WCs

#### First Floor:

(Not internally inspected by the Auctioneer)  
Self-contained entrance, Living Room, Two Bedrooms, Bathroom, Kitchen

#### Outside:

**(Front)** The property fronts directly on to High Street, Bilston

**(Rear)** Two Storerooms

#### Tenancy Information:

The whole property is currently let by way of 25 year lease, which commenced on 21 December 2006 at a current rental of £12,000 per annum. There is a 5 year rent review pattern incorporated in the lease.

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## ID

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

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

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





**27 Moorland Court, Melville Road,  
Edgbaston, B16 9JR**

**Property Description:**

A fourth floor flat located in a purpose built block and benefiting from well laid out accommodation and central heating. Moorland Court itself is located on Melville Road close to the junction with Manor Road North which runs directly off Hagley Road (A456).

**Accommodation:**
**Fourth Floor:**

Entrance Hallway, Living Room, Kitchen, Bedroom and Bathroom with panelled bath, wash hand basin and W/C.

**Leasehold:**

The property is of a leasehold tenure for a term of 99 years ( less 3 days) from 25 March 1938.

**Ground Rent:**

Refer to Solicitor

**Service Charge:**

Refer to Solicitor

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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### 1-3 Naden Road, Hockley, Birmingham, B19 1DY

#### Property Description:

A freehold redevelopment site which has been cleared of its former factory premises and is situated fronting Naden Road which in turn leads directly off Soho Hill (A41), in an area of mixed residential and commercial properties. The site itself extends to an area of approximately 1,395 square metres (0.34 acres) and was earmarked by Birmingham City Council in their Draft Executive Summary dated 3 February 2003 (North West Birmingham SRB6 Area Development Framework) for residential redevelopment.

#### Planning Details:

The site benefits from a planning consent in conjunction with an adjacent car parking area, not within the vendors ownership, (car park to rear of flats 1 – 28, 88/90 Soho Hill) granted by Birmingham City Council (reference: N/05708/06/FUL and dated 7 December 2006) for the demolition of the former factory premises and construction of 20 flats

with access parking, secure fencing and landscaping and remodelling of the adjacent car park. This consent is reliant on the buyer/developer successfully negotiating a financial arrangement with the adjacent carpark owner and the vendors are unable to provide any warranties in respect of this matter.

Alternatively the site may be suitable for a self contained redevelopment scheme and we strongly advise that all interested parties contact the Planning Department at Birmingham City Council in order to satisfy themselves as to the feasibility for obtaining planning consent for any proposed residential schemes and should do so prior to bidding.

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233





## 189 High Street, Erdington, Birmingham, B23 6SY

### Property Description:

A traditional built three storey end terrace Retail Unit with storage accommodation to the first and second floors above, which benefits from planning consent for the conversion into three self contained flats, and is prominently located in a main High Street position. The property benefits from frontage to Erdington High Street, with a floor area extending to approximately 263.02sq.m. (2,831sq. ft.). The premises are located close to the junction with Church Road, and enjoys easy access to Gravelly Hill (A5127) and the M6 motorway (Junction 6).

### Accommodation:

#### Ground Floor:

#### Retail Sales Area:

measuring 97.24sq.m. (1,047sq.ft.)

#### Rear Sales Area:

measuring 21.13sq.m. (227sq.ft.)

### First Floor:

#### First Floor Sales/Storage:

measuring 114.2sq.m. (1,229sq.ft.)

### Second Floor:

#### Ancillary Storage:

measuring 30.45sq.m. (328sq.ft.)

### Planning:

The property benefits from Planning Consent, granted on 17 April 2008 (Ref – N/01050/08/FUL) by Birmingham City Council, for the 'Conversion of upper floors to 3 flats and external alterations'. A copy of the planning consent and Architects drawings are available for inspection at the Auctioneers offices.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





**LOT 67****Freehold Vacant Possession**

**17 Bayford Avenue,  
Northfield, Birmingham  
B31 4NN**

**Property Description:**

A three bedroom mid terraced property set back from the road behind a lawned foregarden and driveway leading to a garage providing off road parking. The property benefits from having well laid out accommodation which includes double glazed windows and gas fired central heating. Bayford Avenue is located off Thelbridge Road and Ilsham Grove. The property is situated in an improving area with surrounding roads including Bayford Avenue having a recent and continuing development of private housing and flats.

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

Entrance Porch, Entrance Hallway, L shaped Lounge, Kitchen/Diner and WC

**First Floor:**

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

**Outside:**

**Front:** Paved and lawned foregarden giving access to garage

**Rear:** Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

**LOT 68****Freehold Vacant Possession**

**29 Coleys Lane, Northfield,  
Birmingham, B31 4AD**

**Property Description:**

A Semi-Detached Bungalow located on a corner plot and being of traditional brick construction surmounted by a tile clad roof. The property has suffered some vandalism and minor fire damage, but benefits from replacement UPVC window frames, and central heating. The property is located on the corner of Coleys Lane and Harpers Road, close to the junction with Station Road.

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

Entrance Porch, Reception Hall, Living Room, Dining Room, Two Bedrooms, Kitchen, Utility Room, Conservatory

and Bathroom with panelled bath wash hand basin w/c.

**Outside:**

**Front:** Walled Foregarden, Driveway with off road parking and access to Double Garage

**Rear:** Lawned Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





### 93 Poole Crescent, Harborne, Birmingham B17 0PE

#### Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set back from the road behind a foregarden and benefiting from double glazed windows and partial gas fired central heating but requiring some modernisation and improvement. Poole Crescent is situated off Quinton Road close to the junction with Harborne Lane (A4040) and the property is conveniently within approximately three quarters of a mile distance from both Harborne High Street and Battery Retail Park providing access to a wide range of retail amenities and services and within a quarter of a mile distance from Queen Elizabeth Hospital.

#### Accommodation:

##### Ground Floor:

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

#### First Floor:

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

#### Outside:

**Front:** Foregarden

**Rear:** Paved patio and a predominantly lawned garden

#### Leasehold Information:

**Lease Term:** 99 years from 1st May 2000

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

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

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

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





### 16 Caspian Way, Wheaton Aston, Staffordshire ST19 9PR

#### Property Description:

A modern link detached house enjoying a popular village location and benefiting from gas fired central heating, mostly double glazed windows and requiring some cosmetic improvement. Caspian Way is situated off Long Street in the village of Wheaton Aston which is located approximately ten miles distance to the north of Wolverhampton City Centre and has convenient access to both the M6 Motorway (junction 12) and the M54 Motorway (junction 3) both being within approximately five miles distance.

#### Accommodation:

##### Ground Floor:

Porch, Reception Hall, Kitchen, Lounge/ Dining Room

#### First Floor:

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

#### Outside:

**Front:** Lawned foregarden with tarmacadam driveway leading to garage

**Rear:** Predominantly lawned garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

## 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.**





## 2 Hampton Court Road, Harborne, Birmingham, B17 9AE

### Property Description:

A terraced Commercial Unit, of traditional brick construction surmounted by a pitched roof, benefitting from well laid out office accommodation on the Ground and First Floor. The property itself is located on Hampton Court Road, on the corner of the busy Court Oak Road.

### First Floor:

Landing

**Office One:** measuring 19.2sq.m (207sq.ft)

**Office Two:** measuring 12.8sq.m (138sq.ft)

Male and Female w/cs

### Accommodation:

#### Ground Floor:

#### Reception Office:

measuring 23.1sq.m (249sq.ft)

#### Inner Office:

measuring 15.6sq.m(168sq.ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

### Rear Store Area, Canteen/Kitchen

#### Second Rear Store:

measuring 18.6sq.m (201sq.ft)



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Thursday 23rd October at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





**Freehold Ground Rent Investment:  
3, 5, 7, 9, Brecon Street,  
Boverton, Llantwit Major, Glamorgan**

**Property Description:**

A portfolio of four freehold ground rent investments secured against four mid terraced houses. The properties form part of a cul-de-sac which runs directly off Monmouth Way

**Tenure:**

All houses are subject to a long lease for a term of 99 years from 25 March 1973. Each lessee pays a ground rent of £35 per annum.

**Total Ground Rent Income:**

£140 per annum

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Not Applicable

**Note:** The purchaser will be responsible for a contribution of £250 plus VAT towards the vendors' legal costs

**Freehold Ground Rent Investment:  
10, 11, 14, 18 Brecon Street,  
Boverton, Llantwit Major, Glamorgan**

**Property Description:**

A portfolio of four freehold ground rent investments secured against four mid and end terraced houses. The properties form part of a cul-de-sac which runs directly off Monmouth Way

**Tenure:**

All houses are subject to a long lease for a term of 99 years from 25 March 1973. Each lessee pays a ground rent of £35 per annum.

**Total Ground Rent Income:**

£140 per annum

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Not Applicable

**Note:** The purchaser will be responsible for a contribution of £250 plus VAT towards the vendors' legal costs

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

**Property Description:**

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

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

Front Reception Room, Rear Reception Room, Kitchen

**First Floor:**

Stairs and Landing, Two Bedrooms, Bathroom

**Outside:**

**Rear:** Pedestrian side access to rear garden.

**Freehold Investment**

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233



## 53 Gorse Farm Road, Great Barr, Birmingham B43 5LS

### Property Description:

A double fronted semi detached retail shop having living accommodation to the rear and first floor areas, occupying a corner plot close to the junction with Eastwood Road and forming part of a small local shopping area. The property benefits from part UPVC double glazed windows and gas fired central heating and requires modernisation and improvement throughout. Gorse Farm Road forms part of a predominantly residential area and is located off Jayshaw Avenue which in turn leads between Walsall Road (A34) and Newton Road (A4041). The M6 Motorway (junction 7) lies within approximately one mile distance to the north.

### Accommodation:

#### Ground Floor:

Retail Shop; 39.49sq.m (425sq.ft) with roller shutter protection and containing a range of fixtures and fittings along with wall mounted air conditioning unit (not tested), Inner Hallway (with stairs leading off), Full Width Living

Room/Kitchen 21.89sq.m max. (235sq. ft max.) with built in store cupboard

### First Floor:

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

### Outside:

**(Front)** Forecourt, parking area, pedestrian side gated access to rear

**(Rear)** Yard and paved garden

### Gross Internal Area:

**Ground Floor:** 60.3sq.m (649sq.ft)

**First Floor:** 60.3sq.m (649sq.ft)

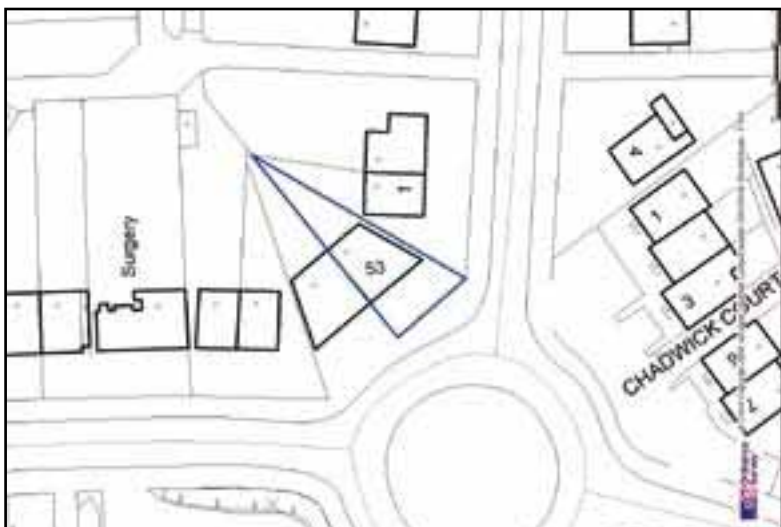
**Frontage:** 8.8m (28ft 10 inches)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





## 86 Crabmill Lane, Paradise, Coventry CV6 5HA

### Property Description:

A former nursery premises comprising of a site roughly rectangular in shape which contains a two storey detached former dwelling house and a detached bungalow both of traditional brick construction surmounted by pitched tile clad roofs. Both properties have suffered from vandalism and require repair and improvement throughout. The site itself provides ample off road parking and amenity land and is situated opposite the junction with Silverton Road. Crabmill Lane leads off Stoney Stanton Road (B4109) and forms part of a traditional and established mixed area located approximately one and a half miles distance to the north east and Coventry City Centre.

### Accommodation:

#### Two Storey Building:

##### Ground Floor:

Room 1: (previously two rooms)  
29.76 sq metres (320 sq ft)

Room 2: (previously two rooms)  
32 sq metres (345 sq ft)

Hallway, Kitchen: 11.28 sq metres  
(121 sq ft)

Utility Room: 2.38 sq metres  
(25 sq ft)

Wash Room: 19.3 sq metres  
(208 sq ft)

Toilets: 5.18 sq metres (55 sq ft)

##### First Floor:

Stairs and Landing, Room 3  
(previously two rooms) 29.52 sq  
metres (317 sq ft)

Wash Room 4.4 sq metres  
(47 sq ft)

Room 4 8.37 sq metres  
(90 sq ft)

Room 5 11.84 sq metres maximum  
(127 sq ft)

### Bungalow:

#### Ground Floor:

Reception Hall, Room 1 opening to  
Room 2, Room 3, Room 4, Kitchen,  
Toilets, Utility Room and Room 5

Gross internal area: 97.81 sq metres  
(1052 sq ft)

### Outside:

**(Front)** Paved forecourt bordered by  
iron railed fencing with gated access  
to tarmacadam car park and a covered  
yard area

**(Rear)** Enclosed garden

Total site area: 0.2 acres  
(809 sq. Mtrs.)

### Planning:

All interested parties should make  
their own enquiries, prior to bidding,  
with the Local Planning Department at  
Coventry City Council, to discuss any  
proposals which they may have for  
the site and to clarify that the previous  
nursery use was valid. We understand  
from the planning register that an  
application was made in January 2007  
for the demolition of the existing  
property and erection of sixteen two  
bedroom flats with associated parking,  
and that the application was later  
withdrawn.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

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





## LOT 77

### 7 Holly Road, Cotteridge, Birmingham, B30 3AX

#### Property Description:

A mid terraced property of rendered brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, part UPVC double glazed windows and is offered for sale generally in presentable condition. Holly Road can be located off the Pershore Road (A441) and is within approximately a quarter of a mile from the main shopping area in Cotteridge. The property is currently let on an Assured Tenancy producing a rental of £175.00 per month (£2100.00 per annum).

#### Accommodation:

##### Ground Floor:

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

##### First Floor:

Bedroom 1 intercommunicating with Bedroom 2, Bedroom 3, Bathroom having panelled bath with electric shower over, pedestal wash basin and WC

## Freehold Investment



#### Outside:

**Front:** walled foregarden

**Rear:** garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## LOT 78

## Freehold Vacant Possession



### 29 Silvertown Crescent, Moseley, Birmingham, B13 9NH

#### Property Description:

A mid terrace property of traditional brick built construction surmounted by a tiled clad roof and benefiting from UPVC double glazing, modern kitchen and well laid out accommodation. The property itself is located on Silvertown Crescent which runs directly off Greenstead Road, approximately ¼ mile from, the Stratford Road (A34)

#### Accommodation:

##### Ground Floor:

Entrance Hall, Living Room, modern

Kitchen, Bathroom with panelled bath, wash hand basin and Separate W/C.

#### First Floor:

Three Bedrooms

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts





## 36 Canalside Cottages, Winson Green, Birmingham, B18 4BP

### Property Description:

A traditional semi detached house of brick construction surmounted by a pitched slate clad roof and forming half of a pair of cottages, which occupy a most unusual position, situated at the intersection with Winson Green Junction/ Soho Loop and accessed via the tow path which leads off Winson Green Road close to the junction with Heath Street. The property provides well laid out accommodation and requires modernisation and improvement throughout.

### Mooring Rights:

The vendors were granted consent by British Waterways on the 21 October 2005 to moor a craft at this property on a End of Garden Mooring subject to completion of an application form and payment of an annual fee. A copy of the letter granting consent is available from the Auctioneers.

### Accommodation

#### Ground Floor:

Side Entrance Hall, Front Reception Room, Lobby with built-in store cupboard, Rear Reception Room,

Breakfast/Kitchen, Rear Lobby, Pantry/ Utility Cupboard, Bathroom with panelled bath, shower enclosure, wash basin and WC.

### First Floor:

Stairs and Landing, Three Bedrooms.

### Outside:

Fore-garden, pedestrian side access to rear, yard and long garden.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 56 days following exchange of contracts



**LOT 80****Freehold Vacant Possession****3 Wold Walk, Billesley,  
Birmingham B13 0JT****Property Description:**

A three bedroom semi detached property surmounted by a tile clad roof and set back from the road behind a lawned foregarden and driveway providing off road parking. The property benefits from having well laid out accommodation, however does require modernisation and improvement. Wold Walk is located off Bonfield Road and Easton Road and is set in an established residential area.

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

Entrance Hallway, Lounge, Kitchen, Bathroom having panelled bath, pedestal wash basin and separate WC, stairs to

**First Floor:**

Three Bedrooms

**Outside:**

**Front:** Lawned foregarden and driveway.



**Rear:** Overgrown garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

**LOT 81****Freehold Vacant Possession****3 The Crescent, Dudley,  
West Midlands  
DY4 4SL****Property Description:**

A mid terraced property of rendered brick construction surmounted by a tile clad roof set back 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. The Crescent is a cul-de-sac located off Birmingham New Road (A4123) which gives easy access to both Wolverhampton and Birmingham City Centres. The property itself is within approximately one miles distance from the main shopping area in Dudley.

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

Entrance Hallway, Lounge, Kitchen/ Diner, Conservatory/Utility Room, stairs to

**First Floor:**

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

**Outside:**

**Front:** gravelled foregarden allowing for off road parking

**Rear:** lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 5th December 2008







## 97 Blackberry Lane, Halesowen, West Midlands, B63 4NZ

### Property Description:

A substantial double fronted detached property of traditional construction surmounted by a pitched roof, benefiting from part gas fired central heating but otherwise requiring complete modernisation and improvement. The property itself is located on Blackberry Lane which runs directly off Hagley Road (B4183) approximately ¼ mile to the south of Halesowen Town Centre.

### Accommodation:

#### Ground Floor:

Reception Hall, Two Reception Rooms, Two Kitchens.

### First Floor:

Stairs and Landing, Four Bedrooms, and Bathroom with w/c, panelled bath and pedestal wash hand basin.

### Outside:

**Front:** Tarmacadam driveway providing off road parking

**Rear:** Lawned gardens

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Note:** The completion date will be 56 days following exchange of contracts







## 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 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:

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



## 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 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.

### 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:

Via Cottons – 0121 247 2233

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 23rd October 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



**LOT 85****Freehold Vacant Possession**

**7 Sarehole Road, Hall Green, Birmingham B28 8DU**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and benefiting from mostly gas fired central heating and mostly UPVC double glazed windows. The property is situated in an established and popular residential area and Sarehole Road is located off Stratford Road (A34) which provides access to a wide range of retail amenities and services.

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

Porch, Reception Hall, Front Reception Room, Rear Reception Room with Pantry, Kitchen

**First Floor:**

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

**Outside:**

(Front) Paved forecourt

(Rear) Concrete yard with brick built stores and wc and lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

**Note:** The completion date will be 42 days following exchange of contracts

**LOT 86****Freehold Vacant Possession**

**46 Eva Road, Winson Green, Birmingham B18 4NQ**

**Property Description:**

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

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

Front Reception Room, Rear Reception Room, Kitchen, Veranda

**First Floor:**

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

**Outside:**

Enclosed yard, shared pedestrian access and separate lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233





## 58 Marsh Lane, Erdington, Birmingham B23 6PL

### Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, however does require modernisation and improvement. The property is located on Marsh Lane (B4531) close to the junction with Balmoral Road. The property is also approximately within a quarter of a miles distance from the main shopping area located on Erdington High Street, and within a quarter of a miles distance from Erdington Railway Station.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

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

### Outside:

**Front:** walled foregarden

**Rear:** overgrown garden

### Leasehold Information:

**Term:** 99 years from 29 September 1913

**Ground Rent:** please refer to legal pack

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





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# **COTTONS CHARTERED SURVEYORS**

## **TERMS & CONDITIONS**

### **FOR PROXY/TELEPHONE BIDS**

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

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

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

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

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

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

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

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

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

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

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

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



# COTTONS CHARTERED SURVEYORS PROXY BID FORM/TELEPHONE BID FORM

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

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

## TYPE OF BID

(please tick)

☐  
☐

TELEPHONE

PROXY

## BIDDER INFORMATION

Name

Address

Contact number

Contact number for telephone bid on Auction Day

## SOLICITOR INFORMATION

Name

Address

Telephone number

Contact

## BID INFORMATION

LOT

Address

Maximum Bid  
(proxy only)

Maximum Bid  
(words)

## DEPOSIT

Deposit

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

Deposit (words)

I confirm that I have read all Terms & Conditions

Signed

Date



# IMPORTANT NOTICE



We are currently updating our mailing list so, if you require a catalogue for our next Thursday 23rd October 2008 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip below and either hand it to us at the auction or post it to us at the address below. If we do not receive this then your details will be erased from our Mailing List. Alternatively, you may wish to subscribe to our annual Mailing List at cost of £25.00 including VAT which should be enclosed when you return this form to receive Catalogues for the next 12 months from the date of subscription.

Name

Address

Telephone No's

Date

Signature

## Cottons

**Auction Department  
361 Hagley Road  
Edgbaston  
Birmingham  
B17 8DL**

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

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

**Tel: 0121 247 2233**

**Fax: 0121 247 1233**

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

# Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit. \_\_\_\_\_

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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

The common auction conditions have three main sections:

### 1. Glossary

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

### 2. The conduct of the auction

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

### 3. Conditions of sale

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

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

The conditions are legally binding.

### Important notice

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

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

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

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

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

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

### Actual completion date

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

### Addendum

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

### Agreed completion date

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

### Arrears

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

### Auction

The auction advertised in the **catalogue**

### Auctioneers

The auctioneers at the **auction**

### Business day

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

### Buyer

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

### Catalogue

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

### Completion

Completion of the sale of the **lot**

### Conditions

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

**Contract**

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

**Contract date**

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

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

**Documents**

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

**Extra conditions**

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

**General conditions**

The conditions so headed

**Interest rate**

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

**Lot**

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

**Old arrears**

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

**Particulars**

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

**Practitioner**

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

**Price**

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

**Ready to complete**

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

**Sale memorandum**

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

**Seller**

The person selling the lot

**Special conditions**

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

**Tenancies**

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

**Transfer**

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

**TUPE**

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

**VAT**

Value Added Tax or other tax of a similar nature

**VAT election**

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

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

The **auctioneers**

**You** (and **your**)

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

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

**Our role**

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

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

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



## Bidding and reserve prices

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

## The particulars and other information

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

## The contract

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

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

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

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

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

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

## 1. The lot

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

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

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

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

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

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

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

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

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

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

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

## 2. Deposit

2.1 The amount of the deposit is the greater of:

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

2.2 The deposit:

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

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

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

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

## 3. Transfer of risk and insurance

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

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

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

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

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

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

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

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

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

## 4. Title

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

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

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

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

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

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

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

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

4.4 If title 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**.

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