

16TH DECEMBER 2020

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 16TH DECEMBER 2020

Commencing at 3:00 PM

LOCATION

Our Auction will be broadcast live on-line
with bidding by Telephone, Proxy and Internet
Bidding only

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk and will also be available for inspection in the sale room on the day of the auction, 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. You are advised to instruct your legal adviser to 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. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.

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

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

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

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

IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 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 (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Card Payments**
 - Please note that we accept Visa and Mastercard Personal Debit Cards
 - Personal Credit Cards are NOT accepted
 - Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
 - All Cards must be Chip & Pin enabled

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.

ID

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

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

Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

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

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

10. 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.

11. 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.

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

13. The successful bidder will be required to pay an Administration Fee of £950 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website www.cottons.co.uk/contact/ if you require any clarification upon how we hold data.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

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.

Definition

Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

A COLLECTIVE AUCTION SALE of 39 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities by instruction of a variety of Vendors including, Dudley Metropolitan Borough Council, Solicitors, Joint Property Agents, Companies and Private Clients.



1	14 Higgins Avenue, Bilston, West Midlands WV14 8QW	Freehold Vacant Residential
2	11 Heath Close, Tipton, West Midlands DY4 7PB	Freehold Residential Investment
3	269 Ridgacre Road, Quinton, Birmingham B32 1EG	Leasehold Vacant Residential
4	213 High Street, Erdington, Birmingham B23 6SS	Freehold Commercial Investment
5	607 Shirley Road, Hall Green, Birmingham B28 9JZ	Freehold Vacant Residential
6	Land Rear Of 242 Prince Of Wales Lane, Birmingham B14 4LJ	Freehold Land
7	62 Trysull Road, Wolverhampton WV3 7JF	Freehold Residential Investment
8	165 Lakey Lane, Hall Green, Birmingham B28 8RX	Freehold Vacant Residential
9	104 Wiggan Street, Birmingham B16 0AH	Freehold Vacant Residential
10	25 Hillcrest, Dudley, West Midlands DY3 2JS	Freehold Residential Investment
11	67 Market Street, Oakengates, Telford, Shropshire TF2 6EA	Freehold Commercial Investment
12	Paper Mill House, Alveley, Bridgnorth, Shropshire WV15 6HE	Freehold Small Holding
13	36 Long Lake Avenue, Wolverhampton WV6 8EX	Freehold Residential Investment
14	38 Long Lake Avenue, Wolverhampton WV6 8EX	Freehold Residential Investment
15	86 Haywood Road, Tile Cross, Birmingham B33 0LL	Freehold Vacant Residential
16	8 Hollybush Lane, Wolverhampton WV4 4JJ	Freehold Vacant Residential
17	5 & 7 High Street, Walsall Wood, Walsall WS9 9LR	Freehold Commercial Investment
18	25 High Street, Walsall Wood, Walsall WS9 9LR	Freehold Commercial Investment
19	27 High Street, Walsall Wood, Walsall WS9 9LR	Freehold Commercial Investment
20	51 Gravelly Hill North, Erdington, Birmingham B23 6BP	Freehold Residential Investment
21	53 Gravelly Hill North, Erdington,, Birmingham B23 6BP	Freehold Residential Investment
22	55 Gravelly Hill North, Erdington,, Birmingham B23 6BP	Freehold Residential Investment
23	21 Mason Road, Erdington, Birmingham B24 9EH	Freehold Residential Investment
24	80 Highview Street, Dudley, West Midlands DY2 7JS	Freehold Vacant Residential
25	270 Rotton Park Road, Edgbaston, Birmingham B16 0JH	Freehold Residential Investment
26	734 - 740 Bristol Road South, Northfield,, Birmingham B31 2NN	Leasehold Vacant Residential
27	FGRS 17,37, 45 & 46 Rowland Avenue, Polesworth, Tamworth B78 1BX	Freehold Ground Rents
28	FGRS 32, 34, 74 & 78 Willow Close, Bromsgrove B61 8RE	Freehold Ground Rents
29	Flats At Cooper Court, 58-60 Pauls Road, Cheltenham GL50 4EX	Freehold Ground Rent Investment
30	153 & 153a Watnall Road, Hucknall, Nottingham NG15 7NG	Freehold Commercial Investment
31	61 Davis Avenue, Tipton, West Midlands DY4 8JY	Freehold Residential Investment
32	Land at 18-19 Longfield Road, Stourbridge, West Midlands DY9 7EH	Freehold Land
33	49 Gorsty Hill Road, Rowley Regis, West Midlands B65 0HA	Freehold Vacant Commercial
34	Flat 15 Wingate Court, 139 Blackberry Lane, Sutton Coldfield B74 4JG	Leasehold Vacant Residential
35	319 Dudley Road, Wolverhampton WV2 3JY	Freehold Vacant Residential
36	11 Lock Up Garages, Adj. No 36 The Moorfield, Coventry CV3 1BZ	Long Leasehold Garages
37	Land Surrounding 1 - 22 Ainsdale Gardens, Birmingham B24 0EP	Freehold Land
38	47 Fairfield Road, Dudley, West Midlands DY2 8JX	Freehold Vacant Residential
39	31 Linwood Road, Dudley, West Midlands DY1 4DX	Freehold Vacant Residential

Auctioneers:

Andrew J. Barden MRICS FNAVA, John Day FRICS FNAVA,
Kenneth F. Davis FRICS, Stuart R. Tullah FNAVA

Valuers:

Ian M. Axon ANAVA, Sam Moxon ANAVA,
Stephen D. Sutton B.Sc. (Est.Man.) FRICS,
Dan O'Malley BSc (Hons) MRICS FNAEA FNAVA

Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Julie Murphy,
Sharron Sheldon, Mark Cullen, Tina Thornton,
Jason Coombes BA MARLA MNAVA, Andrew Smith,
Nick Burton, Richard Gaines, Kevin Hogan,
Trish Doyle.

IMPORTANT NOTICE

This is a Live Online Auction.

The auction will go ahead with all bidders able to carry out telephone, proxy or internet bids to secure their purchases, however it will be held behind closed doors with no public attendance.

You must submit your telephone, proxy or internet bid by completing the form contained on Page 7 of this catalogue and also on our website, providing ID documents, proof of funds and then the required Bidding Security payments of £5,950, which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 5.30 pm on Monday 14th December 2020 to allow sufficient time for processing. Please don't leave it too late.

Telephone Bids will be strictly on a first come first served basis.

To discuss any matter please contact the Auction Team on 0121 247 2233

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

THURSDAY 18 FEBRUARY 2021

WE REQUIRE:

**Residential and Commercial, Vacant and
Investment Properties.**

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

Problem Neighbours,

Short Leaseholds, ETC.

**Properties requiring a FAST, STRAIGHTFORWARD
and conclusive SALE.**

CLOSING DATE FOR ENTRIES:

FRIDAY 22 JANUARY 2021

**PLEASE CALL US TO DISCUSS INCLUDING
YOUR PROPERTY AND TO ARRANGE
A FREE AUCTION APPRAISAL 0121 247 2233**

**COVID – 19
AUCTION UPDATE**

In line with the Government's latest advice, we have taken the decision to broadcast our next Auction on Wednesday 16th December 2020, live online commencing at 3:00 PM.

The auction will go ahead with all bidders able to carry out telephone, proxy or internet bids to secure their purchases, however it will be held behind closed doors with no public attendance.

You must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing certified ID documents, proof of funds and the required payment which shall be refunded in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you back to confirm your bidding approval. Any incomplete forms or forms not accompanied with required documentation will not be processed and you will be unable to bid.

Our Auctioneer, Andrew Barden, will conduct the Auction as normal and you will be able to watch and listen to him in real time via the 'watch live' feed on our Website.

The safety and health of our clients, customers and staff is our primary focus and due to these unprecedented times, we felt this was the only responsible course of action to take, whilst continuing to deliver a fully interactive auction experience for all those involved.

We are committed to providing the high level of service that our clients and customers expect and have a comprehensive phone and email system which allows our staff to work remotely if needed and stay connected during every step of the auction process.

Auction Appraisal/Valuations

Throughout this period of social distancing, whilst we are able to meet you and inspect your property, we are also offering Virtual Market Appraisals in order to provide our opinion on suitable Guide & Reserve prices for your property. Even without stepping inside your property, we can provide a Desktop Appraisal using our vast experience and knowledge of selling similar properties and access up-to-date market information along with our large database of historic property prices to give you a very accurate idea of how much your property could be sold for by auction. To assist us we shall require the property address, tenure, approximate size, list of rooms, condition, current rental/lease terms (if applicable) and would require to use one of the following methods to appraise your property:

1. Live video walk-through: We will provide you with a video conference link so that you can show us around your property.
2. Recorded walk-through: Just send us a Walk Through video including interior/exterior of your property.
3. Telephone appraisal: We can set up a telephone appointment to talk about your property in detail.

Viewings

In accordance with Government Advice any Viewings will be conducted with full regard to social distancing and protecting the safety of our staff and customers at all times.

It is intended that viewings will take place where possible on the vacant properties contained in our catalogue and a schedule will be produced and uploaded to our website. The viewing schedule will contain dates/times when we will conduct viewings along with guidelines which must be strictly adhered to by all persons attending. Viewings of investment properties are by courtesy of the tenants in occupation and no attempt should be made to contact the tenants directly in the event that access is unavailable. We have included on our website a comprehensive schedule of photos for each property along with internal video tours where possible. Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.

Completion Dates

Please check the legal documents (when available) as some sellers have agreed to offer their properties with extended completion dates to assist with any unforeseen delays due to current circumstances.

We will endeavour to keep all our customers updated with any further changes to our operation via our website and social media channels. If you have any further questions, please do not hesitate to contact us on 0121 247 2233 or auctions@cottons.co.uk.

In these unprecedented times of uncertainty, we will always strive to offer our clients and customers the highest possible service available and adapt to the difficult and changing circumstances faced by us all. We thank you in advance for your continued support and understanding and look forward to the time when normality returns. Until then our thoughts are with all those affected by Coronavirus both in the UK and around the world along with our heroic NHS Doctors, Nurses and Staff.

Please Stay Safe

Best Wishes

Cottons Auction Team

Covid-19 Auction Viewing Guidelines

In accordance with the most recent up to date Government Advice all Auction Viewings will be conducted with full regard to social distancing and protecting the safety of our staff and customers at all times.

Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.

In the first instance prospective purchasers must express their interest in a property by registering on our website to receive the Legal Documents along with viewing the video tours and the internal images available on our Online Catalogue.

Thereafter, you should register your details with us if you intend to view a property. A viewing schedule will be published containing viewings for each property (where applicable). You will be given an allocated viewing time slot of 5 or 10 minute intervals. We will try and accommodate all internal viewing requests.

On Arrival we shall require your name and telephone number to check you have pre registered to view. You will be prevented from viewing if this information is not provided or if you have not pre-registered.

You must wear a face covering while viewing. Hand sanitizer will be available on site.

We thank you in advance for your co-operation and apologise if we are unable to accommodate everyone. Please arrive promptly for your appointment. Queuing at a property must be avoided. Please adhere to social distancing while you are at the property and we request that you are patient and respectful of any persons in front of you.

Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.

Live Online Auction Buying Guide

INTRODUCING COTTONS ONLINE AUCTIONS

Our Live Online Auction is a new, innovative and pioneering platform for buying and selling property. It provides all the benefits synonymous with traditional room auctions, including: speed, certainty of sale and transparency but with the added advantage of being able to bid pressure-free from the comfort of your own home or office via the Internet, telephone or using a pre authorised proxy bid in order to secure a purchase.

The auction will be held behind closed doors with no public attendance and whereby our Auctioneer's, will conduct the Auction as normal and you will be able to watch and listen to the sale in real time via the 'watch live' stream on our Website.

A STRAIGHTFORWARD PROCESS FROM START TO FINISH WITH STRESS-FREE BIDDING FROM THE COMFORT OF YOUR OWN HOME OR OFFICE

REGISTRATION

We offer a remote bidding services as follows:

- **By telephone** - we will call you from the auction room
- **By proxy** – the auctioneer bids on your behalf
- **By Internet** - follow the auction via our website and place bids online

In order to take part and bid at our Live Online Auction, you must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing ID documents, proof of funds and the required payment all of which shall be refunded in full in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you to guide you through the process, ensuring all ID documents satisfy our Anti Money Laundering checks and taking payment of your bidding security and once completed they will confirm your bidding approval. All internet bidders will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day. Unfortunately, any incomplete forms or forms not accompanied with the required documentation or payment will not be processed and you will be unable to bid.

ACCEPT TERMS

By completing your Bidding registration form you are deemed to accept all terms & conditions contained in both the auction catalogue and contents of the legal pack applicable to the lot you are interested in and in doing so, you instruct Cottons to bid on your behalf and acknowledge that if your bid is successful you are legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and you must complete this transaction within the timescale specified.

BIDDING SECURITY

Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Payment must be in cleared funds, made by bank transfer into our account in order to complete you bidding and our bank details will be provided once we have processed your bidding form.

DUE DILIGENCE

Recommended Due Diligence Before Bidding

In general terms, you are strongly advised to view the property and take professional advice as to its condition and suitability. You should also ensure that you thoroughly read and understand all of the documents contained within the legal pack, the auction marketing particulars, the auctioneer's terms and conditions and advice contained within the catalogue and any other associated documentation available online, and take proper legal advice accordingly. You should note in particular, any fees or costs which you will be responsible for if your bid is successful. Finally, in the event your bid is successful, you are the purchaser whereby you have entered into a legal binding contract and by bidding understand the legal importance of the contract you are entering into and the financial commitment that you will be liable for.

GUIDES & RESERVES

Understand the Guide and Reserve Price

What is a Guide Price?

The Guide Price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. It is not necessarily what the auctioneer expects to sell the lot for, and should not be taken as a valuation or estimate of sale price. The guide price can be adjusted by the seller at any time up to the end of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website.

What is a Reserve Price?

The Reserve Price is the seller's minimum acceptable price at auction and is the minimum price that the Auctioneer is currently authorised by the vendor to sell the property for. Please note that Reserve may change throughout the course of marketing. Whilst the Reserve Price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

THE AUCTION DAY

What happens on the day of the auction?

Addendum

Before you bid it is essential that you check the Addendum on our website detailing any amendments or last-minute changes to the catalogue particulars or legal pack contents, that may have been made. These changes will form part of the Contract.

Start of the Auction

The auction will start promptly at the time stated on our website. The auctioneer will make a number of announcements about the auction procedure before commencing with the sale in numerical lot order.

Bidding

- The auctioneer will announce each lot and refer to any Addendum comments (last minute changes).
- The current lot being offered will be displayed on the 'watch live' stream on our website, which will also display the last bid taken for the lot being offered.
- All lots will be offered for sale subject to an undisclosed reserve price. The auctioneer will invite a starting bid and once received, will regulate the bidding increments and the property will be 'knocked down' to the highest bidder, assuming that the reserve is met or exceeded.
- Please note that questions will not be taken by the auctioneer once the auction is in progress. If you do have any last-minute queries, you should speak to a member of the auction team. Ultimately, our advice is, if you have any doubts, do not bid.

FALL OF THE HAMMER

On the fall of the hammer

When the hammer falls, if you are the highest bidder at or above the reserve price, you will have bought the lot. The properties offered for sale on our Online Auction Platform are sold on immediate, unconditional contracts. This means that the fall of the hammer constitutes an exchange of contracts between the buyer and seller. Both parties are legally bound to complete the transaction – usually within 20 working days following the close of the auction but this will be confirmed within the legal documentation.

The property is usually at your insurable risk from this point. Please ensure that you arrange your building insurance immediately after the sale.

Please Remember: Properties are not sold 'subject to contract', 'subject to finance' or 'subject to survey' when you buy at auction. They are sold unconditionally on the fall of the hammer. If you are the successful bidder, you or the named buyer are legally obliged to complete the sale.

POST AUCTION

If you are the successful purchaser, we'll be in touch following the auction to discuss the next steps.

DEPOSIT

You agree to pay both the contractual auction deposit equating to 10% of the purchase price along with the Buyers Administration Fee usually £950 (including Vat) by bank transfer within 24 hours of the auction ending. Your bidding security payment will be credited against the monies due. The contract/memorandum of sale will then be signed on your behalf by the auctioneer with copies being sent to both your solicitor and the seller's solicitor.

FOR MORE INFORMATION CONTACT auctions@cottons.co.uk OR 0121 247 2233

PROXY, TELEPHONE & INTERNET BIDDING 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), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000

bidding security all of which shall be refunded in full if your bid is unsuccessful.

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

TYPE OF BID

TELEPHONE
(please one tick)

PROXY
(please one tick)

INTERNET
(please one tick)

LOT DETAILS

LOT

Address

BIDDER INFORMATION

Name

Company Name
(if applicable)

Address

Contact Number

Contact Number for
telephone bid on
Auction Day

SOLICITOR INFORMATION

Name

Address

Telephone Number

Contact

If your bid is unsuccessful, due to Anti-Money Laundering regulations, we can only refund to the account from where the funds were received. Please confirm your Bank Account details in boxes provided below. We may need to request further information from you for verification purposes.

Name of
Account Holder

Account No.

Sort Code

PAYMENT DETAILS

Payment
Required

£5,950
(Five Thousand, Nine Hundred
and Fifty Pounds)

I confirm that I have read all Terms & Conditions. I hereby instruct Cottons to bid on my behalf and acknowledge that if my bid is successful I am legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and I must complete this transaction within the timescale specified.

Signed

Date

REMOTE BIDDING TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL by post or email at auctions@cottons.co.uk (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

Please complete one form for each property you intend to bid for. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

We will undertake an electronic ID check as part of our compliance with Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on. If you are bidding on behalf of somebody else, you will need to provide written authority from them instructing you to bid along with there full name, address and certified ID

The Bidder shall be deemed to have read the auction catalogue available in either hard copy or on our website, inspecting the Conditions of Sale, Auctioneer's Advice applicable to the auction sale, the Auction Buying Guide, the particulars sale for the relevant Lot/s and the Legal Documents/Pack including the Contract/Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any addendum comments relating to the relevant Lot. The addendum is available on our website www.cottons.co.uk or at the Auction and is read by the Auctioneer prior to commencement of bidding.

The Proxy 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 and neither can they control the eventuality where a bid equal to the maximum proxy bid is placed by another bidder. 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.

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

Auctioneer's 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 during bidding and where clear instructions by the telephone bidder cannot be conveyed, we shall withdraw the telephone bid, and in this event the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day and can commence bidding when the intended Lot is being offered, however should there be any interruption or suspension of internet services, the Auctioneer's 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 remote bidding services and reserve the right not to bid on behalf of any Telephone/Proxy/Internet bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made. In the event that the telephone, proxy or internet bid is successful the Auctioneer will sign the Contract/Memorandum of Sale on behalf of the Bidder (a Contract having been formed on the fall of the Auctioneers Hammer). If your bid is successful, your details will be given to the sellers solicitor and you will be contacted by the Auctioneers as soon as possible after the Lot has been auctioned.

If you wish to withdraw your bid, the Auctioneers require emailed/written notification by 17:30 on the day prior to the Auction Sale and only upon confirmation by the Auctioneers will your bid be withdrawn. If the bidder or someone on their behalf decides to attend the Auction and cancellation of the remote bid is not received, this remote bid is still in place and the Auctioneer will not take any responsibility if you are therefore bidding against your own remote bid.

The Auctioneer's or the Seller hold the right to withdraw or sell the Lot prior to Auction, even if a remote bid has been received and processed.

The Auctioneers reserve the right to advise the seller of any remote bids which been received.

If your bid is unsuccessful your Bidding Security will be returned in full as soon as practical after the auction, via BACS payment to the account details from where the payment was made and this process may take up to 5 working days.

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AUCTION OFFER SHEET

LOT No

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OFFER PRICE:

CASH: £:

MORTGAGE:

PURCHASER DETAILS:

NAME:

COMPANY NAME:

ADDRESS:

POSTCODE:

EMAIL:

TEL:

MOBILE:

SOLICITORS DETAILS:

NAME:

COMPANY:

POSTCODE:

EMAIL:

OFFERS ACCEPTED PRIOR TO AUCTION

IF YOUR OFFER IS ACCEPTED YOU WILL BE REQUIRED TO EXCHANGE ON AUCTION CONTRACTS AND COMPLY WITH THE FULL AUCTION CONDITIONS OUTLINED IN BOTH OUR CATALOGUE AND RELEVANT LEGAL DOCUMENTS.

PLEASE TICK THE BOXES TO CONFIRM THAT YOU HAVE:

1. VIEWED THE PROPERTY YOU ARE MAKING AN OFFER FOR

☐

2. INSPECTED THE LEGAL DOCUMENTS RELATING TO THE PROPERTY YOU ARE MAKING YOUR OFFER FOR

☐

1. A 10% deposit must be payable by cleared funds eg: Bankers Draft, Debit Card and you must be in a position to exchange contracts prior to the auction.
Please note that we accept Visa and Mastercard Personal Debit Cards.
Personal Credit Cards are **NOT** accepted.
Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
All Cards must be Chip & Pin enabled
2. You will also be required to pay the buyers administration fee of £950 including VAT on each Lot purchased.
(£250 including VAT on Lots £10,000 and below)
3. We advise you to instruct your legal advisor to inspect the Legal Pack/Contract prior to you exchanging contracts.
Most Legal Packs are available on our website www.cottons.co.uk or call the office for further information on 0121 247 2233. Where applicable you should also have viewed the property.
4. We will undertake an electronic ID check as part of our Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.

If you intend to submit an offer prior to Auction, you **MUST** complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.

Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.

The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

**PLEASE NOTE: NOT ALL LOTS ARE AVAILABLE FOR SALE PRIOR TO THE AUCTION.
PLEASE CHECK WITH THE AUCTION TEAM ON 0121 247 2233**

IMPORTANT NOTICE RELATING TO FEES / COSTS / CHARGES PAYABLE BY THE BUYER IN ADDITION TO THE PURCHASE PRICE

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £950 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

Additional Fees / Costs / Charges **MAY** be payable by the buyer in addition to the purchase price. These **MAY** include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with, once they have successfully purchased the property.

LOT 1

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

14 Higgins Avenue, Bilston, West Midlands WV14 8QW

Property Description:

A semi detached house of two storey brick construction, surmounted by a hipped tile clad roof benefitting from UPVC double glazed windows, off road car parking and three bedrooms but requiring complete modernisation and improvement throughout. Higgins Avenue comprises a cul-de-sac leading off Harding Street and is located approximately three miles to the north of Dudley Town Centre.

Accommodation:

Ground Floor

Reception Hall with store, Breakfast Kitchen: 9.21 sq m, Lounge: 15.08 sq m, Rear Entrance Hall with store.

First Floor

Stairs and Landing, Bedroom One (Double): 12.42 sq m, Bedroom Two (Single): 8.26 sq m, Bedroom Three (Single): 5.66 sq m, Bathroom, with bath having shower over, wash basin and wc.



Outside:

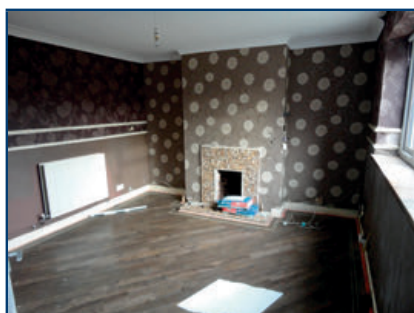
Front: Foregarden and driveway with pedestrian access to rear.
Rear: Yard and generous lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 2

Freehold Residential Investment - Three Bedroom Semi-Detached House

*Guide Price: £85,000 - £95,000 (+Fees)

11 Heath Close, Tipton, West Midlands DY4 7PB

Property Description:

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having majority UPVC double glazing and gas fired central heating. Heath Close is a cul-de-sac located off Horseley Heath (A461) which is found off both the Black Country New Road and Birmingham New Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £520 pcm (£6,240 per annum)

Accommodation:

Note: At the time of preparing these particulars the auctioneers have not had the opportunity of inspecting the accommodation and details have been obtained from historic sales particulars available on Rightmove.co.uk and photos provided by the tenant before they took occupation. All interested parties should satisfy themselves in respect of the accuracy of the information provided.

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Kitchen/Diner,

First Floor

Stairs and Landing, 3 Bedrooms and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

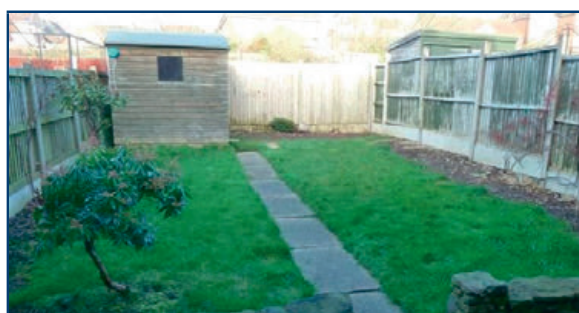
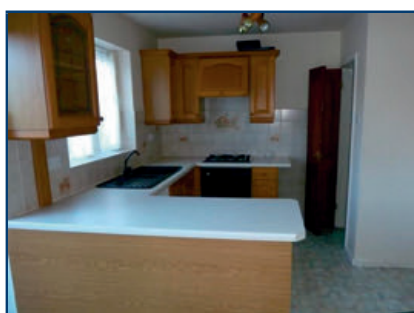
Front: Block paved foregarden allowing for off road parking
Rear: Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 3
Leasehold Vacant Three Bedroom Semi-Detached House

*Guide Price: £70,000 - £80,000 (+Fees)

269 Ridgacre Road, Quinton, Birmingham, West Midlands B32 1EG
Property Description:

A semi-detached property of brick built construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having gas fired central heating however does require modernisation and improvement throughout. The property is located on Ridgacre Road between the junctions of Edenhall Road and Ridgacre Lane opposite the Tesco Superstore.

Leasehold Information:

Term: 99 years from 25th March 1935

Rent: £6.10.0

Legal Documents: - Available at
www.cottons.co.uk

Accommodation:

(All measurements are maximum length & width)

Ground Floor

Entrance Hallway, Through Lounge (3.57m x 8.00m), Kitchen (2.57 x 2.03), Stairs,

First Floor

Landing, Bedroom 1 (3.63m x 3.26m), Bedroom 2 (4.42m x 3.29m), Bedroom 3 (2.02m x 2.58m), Bathroom (1.74m x 2.03m) having panelled bath, wash basin, Separate WC

Outside:

Front Lawned foregarden

Rear Lawned garden

Viewings: - Via Cottons - 0121 247 2233


DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000).

In addition an Administration fee of £950 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT).

Payment will be required by bank transfer within 24 hours of the auction ending and your bidding security payment will be credited against the monies due.

- 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.

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

Cottons
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LOT 4

Freehold Commercial Investment (Producing £17,000 per annum)

*Guide Price: £220,000 - £230,000 (+Fees)

213 High Street, Erdington, Birmingham, West Midlands B23 6SS

Property Description:

An end terraced three storey premises of brick construction surmounted by a tiled clad roof set back from the road and located on a busy High Street. The property comprises of a ground floor retail area with rooms to the first and second floor. The property fronts High Street at the junction with York Road and forms part of the busy Erdington Shopping Centre. Erdington is an established district shopping centre that lies three miles North of Birmingham City Centre and the property itself is situated alongside other well established retailers including Poundland, Greggs, Co-operative and JD.Weatherspoon.

Tenancy Information

The property is currently let to Erdington Day & Night Healthcare Limited by way of a new 10 year FRI Lease at an annual rental of £17,000.

Accommodation:

At the time of preparing these particulars the auctioneer has not inspected the accommodation and has obtained the information from our Joint Agent.

Ground Floor

Retail Unit 36.1 sq.mtrs

First Floor

Front Room 20.7 sq.mtrs, Middle Room 7.9 sq.mtrs, WC1, WC2

Second Floor

Front Room 20.7 sq.mtrs, Rear Room 15 sq.mtrs

Note: The ground floor retail unit trading as ConveyUs fronting York Road is not included in the sale however the first floor accommodation directly over is included.

Legal Documents – Available at www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233

Declaration of Interest:

A member of staff at our Joint Agents is a relation to the vendor

centrick



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LOT 5**Freehold Vacant Mid Terraced House with Three Bedrooms**

*Guide Price: £155,000 - £160,000 (+Fees)

607 Shirley Road, Hall Green, Birmingham, West Midlands, B28 9JZ**Property Description:**

An attractive mid terraced house of two storey brick construction, surmounted by a pitched slate clad roof, set back from the road behind a forecourt providing off-road car parking and providing presentable and well laid out accommodation, benefitting from UPVC double glazed windows, gas fired central heating, three bedrooms and generous rear garden.

The property is situated in the popular and well regarded Hall Green area and Shirley Road provides direct access to Robin Hood Island at the Junction with Stratford Road (A34), which provides access to the shopping centres in Sparkhill, Hall Green and Shirley along with the M42 Motorway (Junction 4).

Accommodation:**Ground Floor**

Shared vestibule Entrance, Reception Hall with storage recess, Lounge: 11.93 sq m with bay window, Dining Kitchen: 11.08 sq m with range of fitted units, Rear Entrance Hall, Bathroom: 6.12 sq m having panel bath with shower over, pedestal wash basin and wc.

First Floor

Stairs and Landing, Bedroom 1 (Small Double): 9.75 sq m, Bedroom 2 (Single): 8.91 sq m, Bedroom 3 (Double): 11.18 sq m, with wash basin.

Outside:

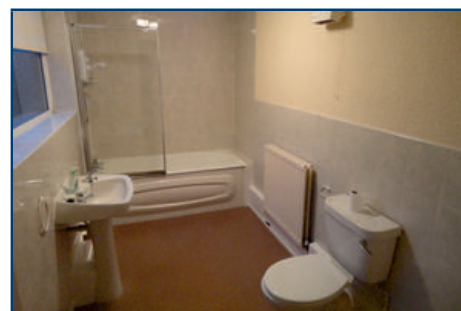
Front: Forecourt providing off-road car parking.

Rear: Decked patio, shared right of way and long lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 6

Freehold Land with Planning Permission

*Guide Price: £60,000 - £65,000 (+Fees)

Land Rear Of 242 Prince of Wales Lane, Birmingham, West Midlands B14 4LJ

Property Description:

A parcel of freehold land rectangular in shape set behind 242 Prince of Wales Lane, Solihull Lodge and extending to an area of approximately 0.05 Acres (188.56 sq mtrs).

The site currently has a derelict building which was previously used by the butchers.

Prince of Wales Lane is situated approximately 5 miles west of Solihull and 7 miles south of Birmingham.

Planning:

Solihull Metropolitan Borough Council granted the following planning permission (REF: PL/2017/01915/MINFDW) on 9th August 2017 for the erection of a 2 Bedroom Bungalow.

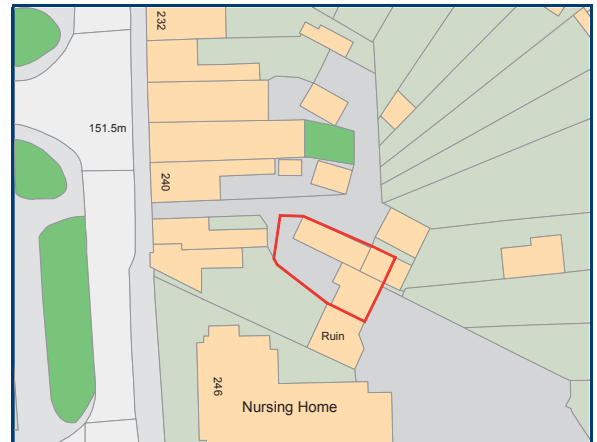
We have been informed by the vendor that the consent date has been extended to May 2021 due to COVID-19 and all interested parties must satisfy themselves in relation to the planning consent details by contacting Solihull Metropolitan Borough Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries.



LOT 7

Freehold Residential Investment - Three Bedroom Semi-Detached House

*Guide Price: £120,000 - £140,000 (+Fees)

62 Trysull Road, Wolverhampton, West Midlands WV3 7JF

Property Description:

A three bedroom semi-detached property surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having part double glazed windows and gas fired central heating. The property is located on Trysull Road between the junctions of Marnel Drive and Bamber Close and the property is within approximately three and a half miles of Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450 pcm (£5,400 per annum)

Legal Documents: - Available at www.cottons.co.uk

Accommodation:

Ground Floor
Entrance Hallway, Lounge (4.25m x 4.55m), Dining Room (3.44m x 3.32m), Kitchen (1.91m x 3.10m),

First Floor
Stairs and Landing, Bedroom 1 (3.17m x 3.44m) Bedroom 2 (3.77m x 3.02m), Bedroom 3 (1.99m x 3.17m) and Bathroom (2.71m x 2.10m) having panelled bath with shower over, wash basin and WC

Outside:
Front: Lawned foregarden and driveway allowing for off road parking
Rear: Garden

Viewings: - Via Cottons - 0121 247 2233



LOT 8
Freehold Vacant End of Terrace House with Three Bedrooms

*Guide Price: £150,000 - £160,000 (+Fees)

165 Lakey Lane, Birmingham, West Midlands B28 8RX
Property Description:

A freehold end terraced house of two storey brick construction with hipped tile clad roof set well back from the road behind a long lawned foregarden benefitting from part UPVC double glazed windows, large gardens, offering well laid out accommodation with three bedrooms, but requiring refurbishment and modernisation throughout.

The property is situated in Lakey Lane between its junction with School Road and Broom Hall Crescent. There is a wide array of local services and amenities nearby on Fox Hollies Road and Stratford Road and Hall Green Railway Station is within one mile from the property.

Accommodation:
Ground Floor

Entrance Hall with Cloakroom off, Front Reception Room, Rear Reception Room and Kitchen.

First Floor

Stairs and Landing, Three Bedrooms and Bathroom with shower.

Outside:

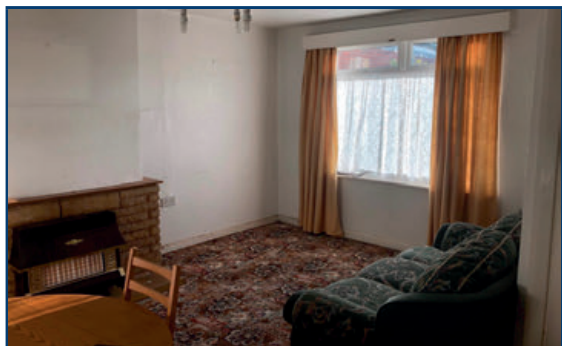
Front: Lawned front garden with potential to create a driveway for off-road parking.

Rear: Paved area with mainly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


--- Legal Documents Online ---


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

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

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LOT 9

Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £90,000 - £98,000 (+Fees)

104 Wiggin Street, Birmingham, West Midlands B16 0AH

Property Description:

A traditional mid-terraced house of three storey brick construction, surmounted by a pitched tile clad roof, set back behind a walled foregarden and benefitting from three double bedrooms and UPVC double glazed windows but requiring modernisation and improvement throughout.

Wiggin Street leads directly off Icknield Port Road (B4126) and the property is conveniently located within approximately one mile to the west of Birmingham City Centre and within a third of a mile from City Hospital Birmingham.

Accommodation:

Ground Floor

Front Reception Room: 13.03 sq m, Inner Hall with Stairs off, Rear Reception Room: 12.95 sq m, Kitchen: 5.72 sq m, Rear Entrance Hall, Bathroom: 4.41 sq m with bath, wash basin and w.c.

First Floor

Stairs and Landing, Bedroom One (Double): 13.07 sq m, Bedroom Two (Double): 10.48 sq m.

Second Floor

Stairs to Bedroom Three (Double): 13.33 sq m.

Outside:

Front: Walled foregarden.

Rear: Yard and garden.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL

www.cottons.co.uk



LOT 10
Freehold Residential Investment - Two Bedroom Semi-Detached House

*Guide Price: £86,000 - £92,000 (+Fees)

25 Hillcrest, Lower Gornal, Dudley, West Midlands DY3 2JS
Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from having double glazed windows and gas fired central heating. The property is set in an established residential area and Hillcrest is located off both Park Road and Turners Hill Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £525 pcm (£6,300 per annum)

Accommodation:

Note: At the time of preparing these particulars the auctioneers have not had the opportunity of inspecting the accommodation and details have been obtained from historic sales particulars available on Rightmove.co.uk. All interested parties should satisfy themselves in respect of the accuracy of the information provided.

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Utility Area and WC,

First Floor

Stairs and Landing, 2 Bedrooms



and Bathroom having panelled bath, wash basin and WC

Outside:

Front: Lawned foregarden and paved driveway allowing for off road parking

Rear: Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 11
Freehold Commercial Investment (Producing £6,500 per annum)

*Guide Price: £65,000 - £75,000 (+Fees)

67 Market Street, Oakengates, Telford, Shropshire TF2 6EA
Property Description:

A single storey retail unit currently trading as "The Vintage Chippy" located on Market Street which is the main shopping street in Oakengates town centre, occupying a busy prominent position adjacent to the Crown Inn Public House and opposite the Duke of York Public House, the Station Hotel. Oakengates is a Market Town approximately 2 miles to the North of Telford. The property is currently let on a Full Repairing and Insuring Lease for a term of 15 years from the 29th of September 2010 at a rental of £6,500 per annum

Accommodation:
Ground Floor

Front Shop and Frying Area 16.76 mtrs.sq,

Preparation/Kitchen Room and Internal Storage 10.51 mtrs.sq, and Rear Kitchen/Preparation Room 12.53 mtrs.sq,

Outside:

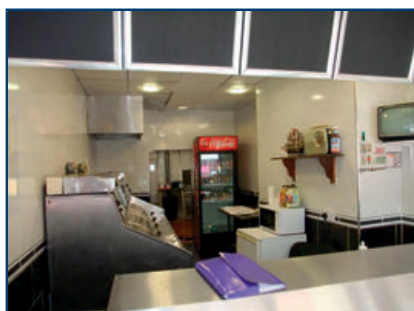
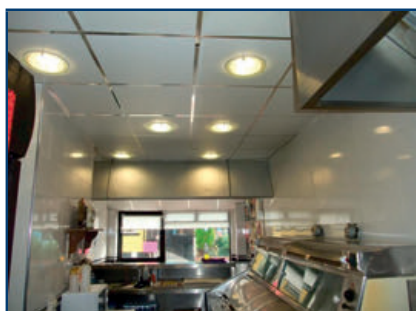
Rear Yard giving access to delivery drive

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 12

Paper Mill House, Bridgnorth Road (A442), Alveley, Bridgnorth, Shropshire WV15 6HE



Property Description:

A unique re-development/small holding opportunity comprising of a former Paper Mill which was re-built as a dwelling house following a planning consent in 2008, a lake, which originally served the Paper Mill, surrounding grounds and gardens and a field, all extending to a total of approximately 3.8 acres.

The property is accessed by a driveway which leads off the Bridgnorth Road (A442) and, in addition, there is a separate access serving the field comprising of a vehicular lane to the south of the property.

The property is conveniently located within approximately six miles to the south of Bridgnorth Town Centre and eight miles to the north of Kidderminster Town Centre and is located within less than one mile from the Village of Alveley. The surrounding area is rural comprising of agricultural land and woodland.

Planning:

Planning consent was granted by Shropshire Council on the 23rd April 2008 (Ref. BR/APP/FUL/08/0078) for the erection of a replacement dwelling house. The main elements of the house were constructed including brick walls and roof covering and, whilst not inspected, we understand the interior is in shell condition requiring complete fitting out, plastering, etc. We have referred to the plans contained within the planning consent documents available on Shropshire Council's Website and note the accommodation comprises:

Basement/Lower Ground Floor: Store (now opened up to Large Room with potential

Ground Floor: Hallway, Utility, Cloakroom, Breakfast Kitchen, Dining Room, Lounge.

First Floor: Stairs and Landing, Master Bedroom with En-Suite, Two Further Double Bedrooms and Bathroom. (Note: The internal layout has been modified by the seller including the first floor which has been arranged to provide three double bedrooms each with en-suite)

A copy of the planning documents will be available on both Shropshire Council and the Auctioneers Websites.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Freehold Small Holding Opportunity with Part-Built Mill House, Lake & Land (3.8 Acres)
*Guide Price: £375,000 - £395,000 (+Fees)



LOT 13

Freehold Investment - Three Bedroom Semi Detached House

*Guide Price: £140,000 - £155,000 (+Fees)

36 Long Lake Avenue, Tettenhall Wood, Wolverhampton, West Midlands WV6 8EX

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a foregarden giving access to off road parking and side pedestrian entrance. The property benefits from having UPVC double glazing and gas fired central heating. Long Lake Avenue is set in the established and popular residential area of Tettenhall Wood and located off both School Road and Mill Lane. The property is approximately three miles from Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £125 per week (£6,500 per annum)

Accommodation:

Note: At the time of preparing these particulars the auctioneers have not had the opportunity of inspecting the accommodation and details have been obtained from historic sales particulars available on Rightmove.co.uk and photos provided by the tenant. All interested parties should satisfy themselves in respect of the accuracy of the information provided.

Ground Floor

Side Entrance, Entrance Hallway, Lounge, Kitchen/Breakfast Room, Dining Room,

First Floor

Stairs and Landing, 3 Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Front Foregarden allowing for off road parking

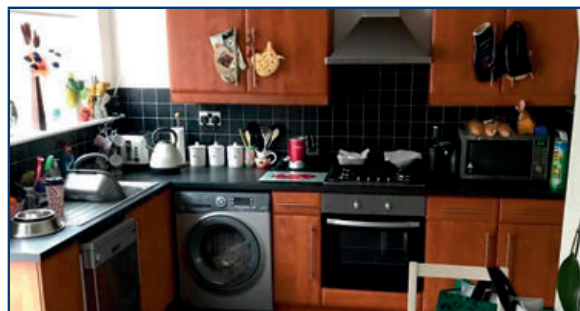
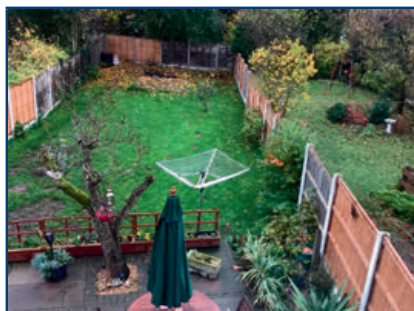
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14

Freehold Residential Investment - Three Bedroom Semi-Detached House

*Guide Price: £140,000 - £155,000 (+Fees)

38 Long Lake Avenue, Tettenhall Wood, Wolverhampton, West Midlands WV6 8EX

Property Description:

A three bedroom semi-detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a foregarden giving access to off road parking and side pedestrian entrance. The property benefits from having UPVC double glazing and gas fired central heating. Long Lake Avenue is set in the established and popular residential area of Tettenhall Wood and located off both School Road and Mill Lane. The property is approximately 3 miles from Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum)

Accommodation:

Note: At the time of preparing these particulars the auctioneers have not had the opportunity of inspecting the accommodation and details have been obtained from historic sales particulars available on Rightmove.co.uk. All interested parties should satisfy themselves in respect of the accuracy of the information provided.

Ground Floor

Side Entrance, Lounge, Dining Kitchen

First Floor

Stairs and Landing, 3 Bedrooms and Shower

Room having shower cubicle, wash basin and WC

Outside:

Front: Foregarden allowing for off road parking

Rear: Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 15**Freehold Vacant House and Building Plot (Planning for 2 Bed Bungalow)**

*Guide Price: £125,000 - £135,000 (+Fees)

86 Haywood Road, Birmingham, West Midlands, B33 0LL**Property Description:**

A freehold end terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden and set in a plot extending to approximately 579.49 mtrs.sq (6237 sq.ft). The property requires modernisation and improvement throughout however does benefit from having a building plot situated adjacent with planning permission granted in full for the erection of a 2 bedroom detached bungalow. Haywood Road is located off St. Giles Road close to the junction with Tile Cross Road

Planning:

Planning Permission has been approved subject to conditions by Birmingham City Council (Ref: 2019/06194/PA) on the 25th of September 2019 for the erection of a 2 bedroom detached bungalow a copy of the details will be available to view in the Legal Pack and Birmingham City Council's website

Legal Documents –

Available at www.cottons.co.uk

Accommodation:**Number 86****Ground Floor**

Entrance Hallway, WC, Kitchen/Diner, Lounge, Stairs,

First Floor

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

Outside:

Front: Paved foregarden

Rear: Garden

Proposed Accommodation for Detached Bungalow**Ground Floor**

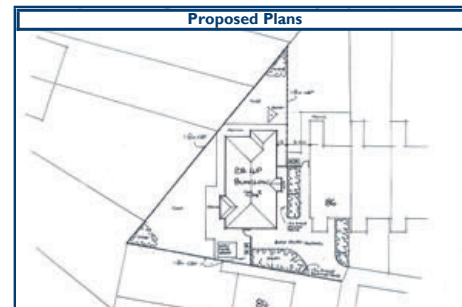
Entrance Hallway, Lounge, Kitchen, Bathroom, Bedroom 1 with en-suite shower room, Bedroom 2

Outside:

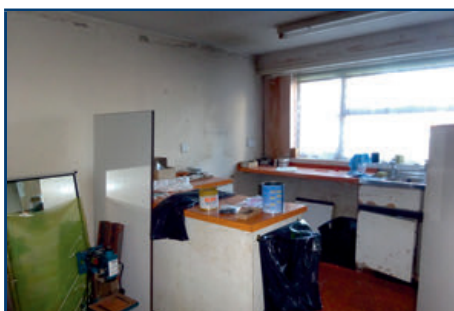
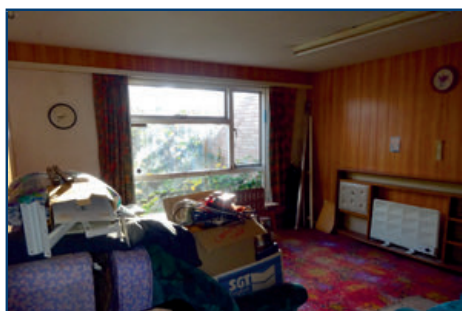
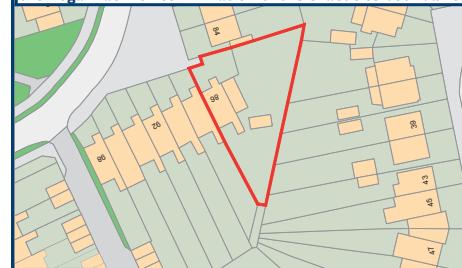
Front and Rear: Gardens

Viewings

Via Cottons – 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries



LOT 16

Freehold Vacant Three Bedroom Semi Detached House

*Guide Price: £135,000 - £150,000 (+Fees)

8 Hollybush Lane, Penn, Wolverhampton, West Midlands, WV4 4JJ



Property Description:

A three bedroom semi-detached property of part rendered construction surmounted by a hipped tiled roof set back from the road behind a walled foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazing, gas fired central heating and a single storey full width extension to the rear. Hollybush Lane is located in an established and popular residential area located off both Warstones Road and Penn Road (A449). The property is currently let on an Assured Shorthold Tenancy Agreement and the tenant has served notice to vacate the property before 25th December.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Through Lounge (8.16m x 3.02m), Kitchen (3.22m x 2.41m), Breakfast Room (6.21m x 1.73m),

First Floor

Stairs and Landing, Bedroom 1 (3.71m x 3.02m), Bedroom 2 (3.62m x 2.65m), Bedroom 3 (2.70m x 1.90m)

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

Outside:

Front Block paved foregarden allowing for off road parking and access to small garage/store

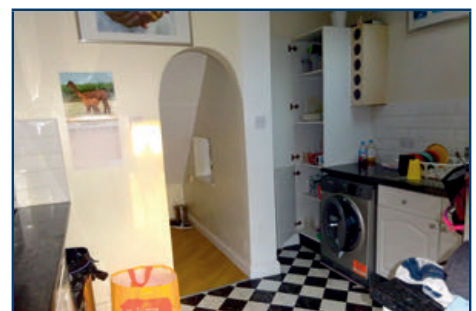
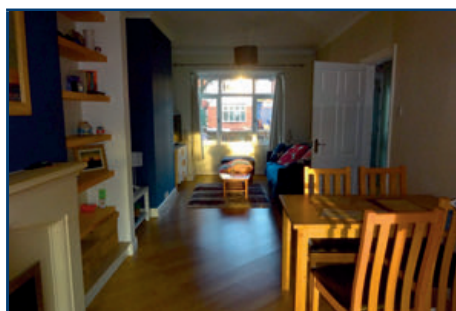
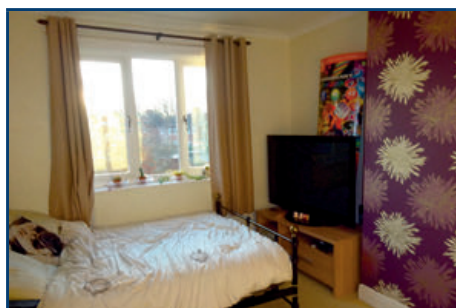
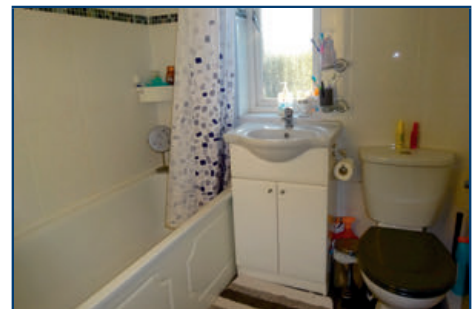
Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 17
Freehold Commercial/Residential Investment (2 Retail Units and 2 Flats)

*Guide Price: £170,000 - £185,000 (+Fees)

5 & 7 High Street, Walsall Wood, Walsall, West Midlands, WS9 9LR

Property Description:

An mixed use investment property of rendered brick construction surmounted by a tiled roof directly fronting the pavement, comprising two ground floor retail units and two residential flats to the upper floors. High Street runs through the centre of Walsall Wood and the property is situated within approximately 3 miles distance to the North East of Walsall Town Centre. The property is fully let producing a rental of £20,440 per annum.

Rental Income:
Ground Floor Retail:

5 High Street Let on a Lease producing a rental income of £6,500 per annum

7 High Street Let on a Lease producing a rental income of £5,500 per annum

First Floor Residential:

Flat 5a: let on an Assured Shorthold Tenancy Agreement producing a rental of £3,640 per annum.

Flat 7a: let on an Assured Shorthold Tenancy Agreement producing a rental of £4,800 per annum.

Total Rental: £20,440 per annum.

Accommodation:
Ground Floor
Retail Unit, 5 High Street:

Retail Space (3.89m x 4.06m), Store (2.55m x 2.62m) and WC

Retail Unit, 7 High Street: (Not Inspected)

Retail Space, Store and WC

5A Residential Flat
Ground Floor

Accessed via the rear having Entrance Hallway and stairs

First Floor

Lounge, Bedroom, Kitchen and Showerroom with Shower cubicle, wash basin and WC

7A, Residential Flat
Ground Floor

Accessed via the rear having Entrance Hallway and Bathroom (2.16m x 2.91m) with panelled bath, wash basin and WC, Stairs

First Floor

Bedroom One (2.77m x 2.69m) and WC, Stairs to:

Second Floor

Lounge (3.44m x 5.25m), Bedroom Two (2.46m x 3.52m) and Kitchen (3.44m x 1.86m)

Outside:

Rear: Yard with vehicular access allowing for off road parking

Legal Documents

Available at www.cottons.co.uk

Viewings - Via Cottons – 0121 247 2233



5 High st



LOT 18

Freehold Hot Food Takeaway/Residential Investment

*Guide Price: £110,000 - £120,000 (+Fees)

25 High Street, Walsall Wood, Walsall, West Midlands WS9 9LR

Property Description:

An End-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement comprising a ground floor retail unit/hot food takeaway and a two bedroom flat. High Street runs through the centre of Walsall Wood and the property is situated within approximately 3 miles to the North East of Walsall Town Centre.

Rental Income:

Ground Floor Retail Unit: Let on a Lease producing a rental income of £6,000 per annum

First Floor Residential Flat: let on an Assured Shorthold Tenancy Agreement producing a rental of £5,200 per annum.

Total Rental: £11,200 per annum.

Accommodation:

Note: At the time of preparing these particulars the auctioneers have not had the opportunity of inspecting the ground floor accommodation. Details for the retail premises have been obtained from the VOA website. All interested parties should satisfy themselves in respect of the accuracy of the information provided.

Ground Floor

25 Retail Unit/Hot Food Takeaway

Retail Area: 37.5 sq.m (403sq.ft), Storage: 15.7sq.m (168 sq.ft), Toilet with wc

25A Residential Flat

Ground Floor

Rear access to Entrance Hall and stairs

First Floor

Lounge (4.54m x 3.99m), Bedroom (3.80m x 3.44m), Kitchen (2.80m x 1.99m) and Bathroom (2.80m x 1.58m) with Panel Bath, wash basin and WC

Outside:

Rear: Yard and garden with pedestrian access

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Flat 25a

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LOT 19
Freehold Commercial/Residential Investment

*Guide Price: £90,000 - £98,000 (+Fees)

27 High Street, Walsall Wood, Walsall, West Midlands, WS9 9LR

Property Description:

A Mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement and comprising a ground floor retail unit and a two bedroom flat. High Street runs through the centre of Walsall Wood and the property is situated within approximately 3 miles to the North East of Walsall Town Centre. The property is fully let producing a rental of £10,400 per annum.

Rental Income:

Ground Floor Retail Unit: Let on a Lease producing a rental income of £5,200 per annum
First Floor Residential Flat: let on an Assured Shorthold Tenancy Agreement producing a rental of £5,200 per annum.
Total Rental: £10,400 per annum.

Accommodation:
Ground Floor
27 Retail Unit

Retail Area: (4.47m x 4.41m), Storage: (4.46m x 1.78m), WC (1.75m x 1.47m).

27A Residential Flat
Ground Floor

Rear access to Entrance Hall, Kitchen (4.07m x 2.38m), Shower room (1.38m x 2.94m) having Shower Cubicle, Wash Basin and WC, stairs to:

First Floor

Lounge (4.39m x 3.43m), Bedroom 1 (3.61m x 2.41m), Bedroom 2 (3.16m x 4.38m)

Outside:

Rear: Yard and garden with pedestrian access

Legal Documents

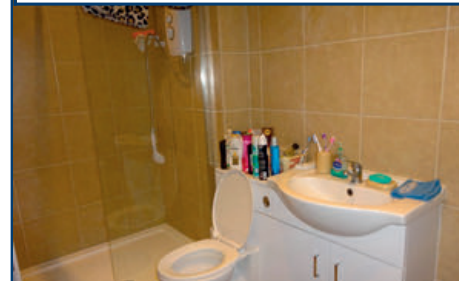
Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233

Flat 27a

Flat 27a

Flat 27a

Retail Shop


LOT 20

Freehold Residential Investment Opportunity - Three Flats with Potential

*Guide Price: £270,000 - £295,000 (+Fees)

51 Gravelly Hill North, Erdington, Birmingham, West Midlands, B23 6BP



Property Description:

A substantial Period built residence of brick construction surmounted by a pitched tile clad roof, converted some time ago into three generous well-laid out flats. The property is set back from the road behind a tarmacadam forecourt providing off road car parking and benefits from additional garage and coach house accommodation to the rear providing potential for conversion for additional flats. The property is prominently situated fronting Gravelly Hill North, virtually opposite the junction with Jaffray Road and conveniently within a quarter of a mile from Erdington High Street, containing a wide range of retail amenities and services, a quarter of a mile from Gravelly Hill Railway Station and one mile from the M6 Motorway (Junction 6). The property has been within the ownership of the existing Vendor's family for many years providing a reliable income and all flats are generally presentable and benefit from separate meters/utilities, either shared gas fired central heating or electric heating, majority UPVC double glazed windows and are currently fully let on Assured Shorthold Tenancies.

Current Rental Income:

Flat 1: £375 per calendar month
Flat 2: £375 per calendar month
Flat 3: £500 per calendar month
Total Rental Income: £1,250 per calendar month (£15,000 per annum)

[NOTE: The property is considered under-rented and scope exists for increasing the existing income.]

Planning:

The existing use as three flats is long established. Potential exists for further sub-division along with redevelopment of the rear coach house and garage in order to substantially increase the existing rental income. In addition, the substantial rear garden may provide further development opportunities. All interested parties should discuss any proposals which they have for the property with the Local Planning Department at Birmingham City Council.

Accommodation:

Ground Floor

Communal Entrance Hall.

Flat 1: Entrance Hall, Large Double Bedroom, Galley Kitchen, Lounge, Shower Room with shower bath with electric shower, wash basin and wc.

Flat 2: Kitchen, Lounge, Bedroom, Shower Room with glazed shower enclosure, wash basin and wc.

First Floor

Stairs and Landing to:

Flat 3: Breakfast Kitchen, Bathroom with panel bath, pedestal wash basin and wc, Three Double Bedrooms and Large Lounge/Dining Room.

Outside:

Front: Tarmacadam forecourt providing off road parking, Tandem garage providing vehicular access to rear.

Rear: Yard, substantial lawned garden and brick built coach house.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



Flat 3



Flat 3

LOT 21
Freehold Residential Investment Opportunity - Three Flats with Potential

*Guide Price: £270,000 - £295,000 (+Fees)

53 Gravelly Hill North, Erdington, Birmingham, West Midlands, B23 6BP

Property Description:

A substantial Period built residence of brick construction surmounted by a pitched tile clad roof, converted some time ago into three generous well-laid out flats. The property is set back from the road behind a tarmacadam forecourt providing off road car parking and benefits from additional garage and coach house accommodation to the rear providing potential for conversion for additional flats. The property is prominently situated fronting Gravelly Hill North, virtually opposite the junction with Jaffray Road and conveniently within a quarter of a mile from Erdington High Street, containing a wide range of retail amenities and services, a quarter of a mile from Gravelly Hill Railway Station and one mile from the M6 Motorway (Junction 6). The property has been within the ownership of the existing Vendor's family for many years providing a reliable income and all flats are generally presentable and benefit from separate meters/utilities, either shared gas fired central heating or electric heating, majority UPVC double glazed windows and are currently fully let on Assured Shorthold Tenancies.

Current Rental Income:

Flat 1: £475 per calendar month

Flat 2: £430 per calendar month

Flat 3: £375 per calendar month

Total Rental Income: £1,280 per calendar month (£15,360 per annum)

[NOTE: The property is considered under-rented and scope exists for increasing the existing income.]

Planning:

The existing use as three flats is long established. Potential exists for further sub-division along with redevelopment of the rear coach house and garage in order to substantially increase the existing rental income. In addition, the substantial rear garden may provide further development opportunities. All interested parties should discuss any proposals which they have for the property with the Local Planning Department at Birmingham City Council.

Accommodation
Ground Floor: Communal Entrance Hall

Flat 1: Hall with store, Two Double Bedrooms, Toilet with wc, Lounge, Dining Kitchen, Bathroom with bath, wash basin.

First Floor: Stairs and Landing.

Flat 2: Reception Hall, Kitchen, Large Bath/Shower Room with bath, shower enclosure, wash basin and wc, Lounge and Two Double Bedrooms.

Flat 3: Entrance Hall, Shower Room with shower enclosure, wash basin and wc, Lounge, Inner Hall, Kitchen, Double Bedroom.

Outside:
Front: Forecourt parking area, Tandem garage providing vehicular access to rear.

Rear: Yard, substantial lawned garden and brick built coach house.

Legal Documents: Available at www.cottons.co.uk
Viewings: Via Cottons - 0121 247 2233


This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



Flat 1



Flat 1

LOT 22

Freehold Residential Investment Opportunity - Three Flats with Potential *Guide Price: £270,000 - £295,000 (+Fees)

55 Gravelly Hill North, Erdington, Birmingham, West Midlands, B23 6BP



Property Description:

A substantial Period built residence of brick construction surmounted by a pitched tile clad roof, converted some time ago into three generous well-laid out flats. The property is set back from the road behind a tarmacadam forecourt providing off road car parking and benefits from additional garage and coach house accommodation to the rear providing potential for conversion for additional flats. The property is prominently situated fronting Gravelly Hill North, virtually opposite the junction with Jaffray Road and conveniently within a quarter of a mile from Erdington High Street, containing a wide range of retail amenities and services, a quarter of a mile from Gravelly Hill Railway Station and one mile from the M6 Motorway (Junction 6). The property has been within the ownership of the existing Vendor's family for many years providing a reliable income and all flats are generally presentable and benefit from separate meters/utilities, either shared gas fired central heating or electric heating, majority UPVC double glazed windows and are currently fully let on Assured Shorthold Tenancies.

Current Rental Income:

Flat 1: £420 per calendar month

Flat 2: £375 per calendar month

Flat 3: £350 per calendar month

Total Rental Income: £1,145 per calendar month (£13,740 per annum)

[NOTE: The property is considered under-rented and scope exists for increasing the existing income.]

Planning:

The existing use as three flats is long established. Potential exists for further sub-division along with redevelopment of the rear coach house and garage in order to substantially increase the existing rental income. In addition, the substantial rear garden may provide further development opportunities. All interested parties should discuss any proposals which they have for the property with the Local Planning Department at Birmingham City Council.

Accommodation

Ground Floor: Communal Entrance Hall

Flat 1: Reception Hall, Lounge/Bedroom Two, Double Bedroom, Rear Sitting Room, Kitchen, Utility/Rear Entrance Hall, Bath/Shower Room with panel bath, shower enclosure, wash basin and wc.

First Floor: Stairs and Landing

Flat 2:

Hall, Breakfast Kitchen, Bathroom with bath with shower over, wash basin and wc, Lounge, Bedroom.

Flat 3:

Lounge/Dining Room with Galley Kitchen, Double Bedroom, Shower Room with shower enclosure, wash basin and wc.

Outside:

Front: Forecourt parking area, Tandem garage providing vehicular access to rear.

Rear: Yard, substantial lawned garden and brick built coach house.

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



Flat 1



Flat 1

LOT 23
Freehold Investment - House Conversion comprising Two S/C Flats

*Guide Price: £180,000 - £195,000 (+Fees)

21 Mason Road, Birmingham, West Midlands, B24 9EH

Property Description:

An excellent residential investment opportunity comprising of an attractive traditional built three storey end terraced Villa which was converted in approximately 1995 to form two well laid out self-contained flats. The property is set back from Mason Road behind a fore garden and is offered for sale in a presentable well maintained condition with each flat benefitting from separate gas and electricity meters and utilities, UPVC double glazed windows and gas fired central heating.

Mason Road contains a wide range of traditional and attractive residential dwelling houses and the property is conveniently within 100 metres of Erdington High Street, which provides access to a wide range of retail amenities and services. Erdington Railway Station is within half a mile distance and the property is easily commutable to Birmingham City Centre which lies within approximately four miles to the south west.

Tenancy Information:

Flat 1: Currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum).

Flat 2: Currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

Total Rental Income: £12,600 per annum.

Planning:

We understand that the conversion of a single dwelling house into two self-contained flats is long established. Council Tax records available on

Birmingham City Council Website confirm this with effect from 1995.

Accommodation
Ground Floor

Shared Entrance Hall.

Flat 1: Entrance Hall, Double Bedroom: 11.55 sq m, Lounge: 14.74 sq m, Kitchen: 8.46 sq m with range of modern fitted units, walk-in Store, Rear Entrance Hall/Utility, Shower Room with glazed shower enclosure, vanity wash basin and wc.

Flat 2: Entrance Hall, Stairs and Landing.

First Floor

Lounge: 17 sq m, Bedroom One (Double): 12.40 sq m, Bathroom with panel bath, pedestal wash basin and wc, Kitchen: 7.39 sq m with range of modern fitted units.

Second Floor

Stairs to Bedroom Two/Large Attic Room: 19.63sq.m

Outside:

Front: Foregarden.

Rear: Brick paved yard, brick store and a predominantly lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233


Accommodation:

*Refer to Guide and Reserve Price Definitions on Inside Cover.

LOT 24

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

80 Highview Street, Dudley, West Midlands DY2 7JS

Property Description:

A semi detached house of two storey rendered brick construction, surmounted by a pitched tile clad roof occupying an elevated position behind a lawned foreground.

The property provides well laid out accommodation including three bedrooms and benefits from replacement UPVC windows and external doors but requires modernisation and improvement throughout.

Highview Street forms part of the Kates Hill residential estate and is located via Price Street off St. Johns Road, approximately half a mile to the south of Dudley Town Centre.

Accommodation:

Ground Floor

Reception Hall, Toilet with wc, L-shaped Lounge: 21.47 sq m, Breakfast Kitchen: 8.48 sq m, Rear Entrance Hall/Store: 4.13 sq m.

First Floor

Stairs and Landing, Bedroom One (Double): 12.64 sq m, Bedroom Two: (Double): 11.0 sq m, Bedroom Three (Single): 6.45 sq m, Bathroom with panel bath and wash basin.

Outside:

Front: Foregarden with pedestrian side access.

Rear: Overgrown garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 25

270 Rotton Park Road, Birmingham, West Midlands B16 0JH



Property Description:

A three storey traditional detached property located on a plot circa. 0.33 acres of brick construction with majority pitched roof. The property originally would have been a family residence and has historically been extended and converted into 10 self contained flats and a garage block is located to the rear of the property. The building and garage block both require modernisation and improvement throughout. The site offers a wide range of potential development opportunities (all subject to planning). The current owner has historically appointed an architect who has designed plans for various schemes including the erection of town houses or an additional block of apartments, retaining the existing building. No planning for any potential scheme has been applied for and prospective purchasers are advised to make their own investigations with Birmingham City. The property is situated on a corner plot position off Rotton Park Road and City Road (A4040) and is located on the outskirts of Birmingham City Centre, circa. 2 miles from Five Ways Train Station and 0.6 miles from Edgbaston Reservoir.

Accommodation:

Please Note:

Cottons have only inspected Flats 1, 3, 5 and 8. All other flats have not been inspected the flats internally have been reliant on letting agent's particulars

Ground Floor

Communal Hallway

Flat 1a : Historic agents particulars state accommodation comprises; Entrance Hall, Lounge, Double Bedroom, Kitchen, Bathroom, and further benefits from having double glazing and electric heating

Flat 1 : Flat 1 is a dilapidated flat unit which has been extensively vandalised and been boarded up. Having its own external entrance accessed from outside having Hallway, Living Area, Bedroom Area, Kitchen, Bathroom

Inner Vestibule:

Accommodating electricity meters for individual flats

Flat 2: Historic agents particulars state accommodation comprises; Lounge/bedroom area, Fitted Kitchen, Shower Room and electric heating

Flat 3: Hallway, Lounge/bedroom area, Fitted Kitchen, and Shower Room and electric heating, 1st Floor Landing

Flat 4: Historic agents particulars state accommodation comprises; Lounge/bedroom area, Fitted kitchen, Bathroom and electric heating

Flat 5: Hallway, Lounge/bedroom area, Fitted Kitchen, Separate Bathroom, electric heating

Flat 6: Historic agents particulars state accommodation comprises; Lounge/bedroom, Fitted Kitchen, Bathroom and electric heating

Second Floor

Landing

Flat 7: Historic agents particulars state accommodation comprises; Lounge/Bedroom, Fitted Kitchen, Bathroom with shower over bath and electric heating

Flat 8: Comprising, Hallway, Lounge/bedroom area, Kitchen, Bathroom with shower over bath and electric heating

Flat 9: Historic agents particulars state accommodation comprises; Lounge/bedroom Area, Fitted Kitchen with appliances, Bathroom and electric heating

Outside:

Front: A sweeping 'in and out' driveway and off road parking amenity

Rear: Additional parking amenity, laid to lawn communal gardens and a block of 9 lock-up garages. All garages have not been inspected and are in a dilapidated condition

Tenancies

Flat 1 - Vacant

Flat 1a - Let for £400 pcm (£4,800 per annum)

Flat 2 - Vacant

Flat 3 - Vacant

Flat 4 - Let for £275 pcm (£3,300 per annum)

Flat 5 - Let for £375 pcm (£4,500 per annum)

Flat 6 - Let for £375 pcm (£4,500 per annum)

Flat 7 - Let for £350 pcm (£4,200 per annum)

Flat 8 - Flat 8 is due to fall vacant and have suggested this would be within 2 weeks from 1st December 2020. This is subject to change.

Flat 9 - Let for £375 pcm (£4,500 per annum)

Total Per Annum £25,800

All flats are on Statutory Periodic (rolling tenancy agreements) with exception of flat 5, which is let until February 2020

Legal Documents – Available at www.cottons.co.uk

Viewings - No internal inspections of the flats will be possible. Video tours for Flats 1, 3, 5 & 8 available on Cottons website please call 0121 247 2233

Freehold Detached Development Opportunity (10 Self-contained Flats & 9 Garages)
*Guide Price: £525,000 - £575,000 (+Fees)



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 26

734 - 740 Bristol Road South, Northfield, Birmingham, West Midlands B31 2NN



Property Description:

A first floor former office building that has been formally converted to provide three separate self contained one bedroom flats. The flats benefit from having UPVC double glazing, individual electrical heating systems, re plastering works, electrical rewire, newly fitted modern kitchen and bathrooms and re decoration and newly fitted flooring and carpets throughout. All three flats are held on one long leasehold but may provide scope for sub division.

The property is located along Bristol Road South in Northfield within the prime retail area above Cash Converters and St. Marys Hospice charity shop. We understand from the owner that the following works still needs to be carried out: Boilers to be fitted to flats 1 & 2. Electric Meter Installation for all flats and final building Regulation checks to be carried out and passed.

Planning:

Planning Consent was granted by Birmingham City Council on the 4th February 2019 (Ref: 2018/09870/PA) for Change of use from Office accommodation (Use Class B1) to 3 no. 1 bedroom flats (Use Class C3).

Accommodation:

(All measurements are maximum length & width)

Ground Floor:

Communal Entrance and stairs

First Floor:

Flat 1:

Entrance Hallway, Store, Lounge/Kitchen (4.01m x 8.30m), Bedroom (4.38m x 4.71m), Bathroom (1.89m x 2.45m) having panel bath with mixer shower, wash basin and WC.

Flat 2:

Entrance Hallway, Store, Lounge/Kitchen (5.00m x 4.31m), Bedroom (3.33m x 3.60m), Bathroom (2.35m x 2.35m) having panel bath with mixer shower, wash basin and WC.

Flat 3:

Entrance Hallway, Store, Lounge/Kitchen (4.55m x 6.61m), Bedroom (2.83m x 3.88m), Bathroom (2.52m x 1.62m) having panel bath with mixer shower, wash basin and WC.

Outside:

Roof Terrace

Leasehold Information:

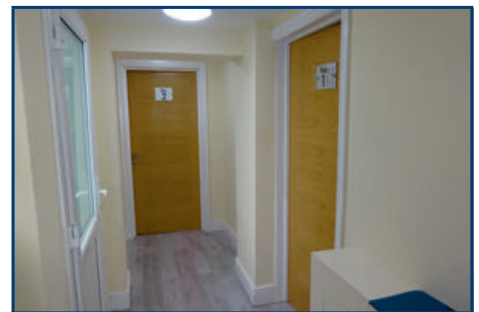
Term: 125 Years from the 25th March 2019

Rent: A Peppercorn

Service Charge: Refer To Legal Pack

Legal Documents: - Available at www.cottons.co.uk

Viewings: - Via Cottons – 0121 247 2233



Private Entrance to Flats



3 Leasehold Refurbished First Floor Vacant Flats - Investment Potential
*Guide Price: £160,000 - £169,000 (+Fees)



LOT 27

A Portfolio of Four Freehold Ground Rents in Tamworth, Staffordshire

*Guide Price: £26,000 - £30,000 (+Fees)

Freehold Ground Rents, 17, 37, 45 & 46 Rowland Avenue, Polesworth, Tamworth, B78 1BX

Property Description:

A Portfolio of four Freehold Ground Rents secured on a range of modern semi detached houses located in Rowland Avenue.

Rowland Avenue forms part of a modern housing estate located off Station Road, approximately half a mile to the north of Polesworth Town Centre and the properties are conveniently within 100 metres of Polesworth Railway Station.

Each property is subject to a long lease for a term of 99 years from 24th June 1966 expiring 23rd June 2065 (45 years unexpired), at a Ground Rent of £30 per annum.

Total Ground Rent Income: £120 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



17 ROWLAND AVENUE



37 ROWLAND AVENUE



45 ROWLAND AVENUE



46 ROWLAND AVENUE

LOT 28

A Portfolio of Four Freehold Ground Rents in Bromsgrove

*Guide Price: £28,000 - £33,000 (+Fees)

Freehold Ground Rents, 32, 34, 74 & 78 Willow Close, Bromsgrove, Worcestershire B61 8RE

Property Description:

A Portfolio of Four Freehold Ground Rents secured on a range of modern town houses with lock up garages, in Willow Close which forms part of a modern residential housing estate located via Willow Road off Kidderminster Road (A448) and within approximately half a mile to the west of Bromsgrove Town Centre.

Each property is subject to a long lease for a term of 99 years from 25th March 1965 expiring 24th March 1964 (44 years unexpired). No's. 32, 34 and 74 pay a Ground Rent of £25 per annum each in respect of the house and £24 per annum each in respect of a lock up garage located in an adjacent yard.

The lease for No. 78 includes a lock up garage located in an adjacent yard and is responsible for paying a Ground Rent of £25 per annum.

Total Ground Rent Income: £172 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



32 WILLOW CLOSE



34 WILLOW CLOSE



74 WILLOW CLOSE



78 WILLOW CLOSE

LOT 29
Freehold Ground Rent Investment Opportunity

*Guide Price: £45,000 PLUS (+Fees)

Freehold Ground Rent Investment, Coopers Court, 58 - 60 St. Pauls Road, Cheltenham, Gloucestershire GL50 4EX
Property Description:

A Freehold Ground Rent Investment opportunity secured upon a modern development known as Coopers Court, which comprises of part three and part four storey, purpose-built development containing seventeen one bedroom apartments. The development was built following the grant of planning consent on 23rd September 2005 and is prominently situated at the junction of St Pauls Road and Brunswick Street, in a predominantly residential district containing a range of traditional terraced housing and is conveniently located within approximately one third of a mile to the north of Cheltenham Town Centre.

Ground Rent Income:

The Freehold Interest comprises of seventeen Leasehold Apartments, each subject to a lease for a term of 125 years from 24th June 2013, paying a current Ground Rent of £250 per annum, rising in 2038 to £500 per annum, in 2063 to £1,000 per annum, in 2088 to £2,000 per annum and in 2113 to £4,000 per annum for the remainder of the term. Each lessee is responsible for payment of proportionate service charge and insurance rent.

Total Current Ground Rent Income: £4,250 per annum.

Legal Documents: Available at www.cottons.co.uk

Viewings: External Only.

Landlord & Tenant Act 1987 Section 5b Notices

Formal Notices were served on all lessees on 31st July 2020.

KJC Property - Joint Marketing Agents

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OFFERS

We welcome pre-auction offers which will be submitted to the sellers for their consideration. Upon receipt of the sellers decision, when possible we will as a matter of courtesy advise accordingly.

All offers are to be submitted in writing, this can be emailed to us at **auctions@cottons.co.uk**

Please provide your full name, address and contact number together with details of the offer you wish to submit.

All pre-auction offers are void on the day of our auction if not accepted prior to the auction date.

For any further details please call the **Auction Team** on **0121 247 2233**

LOT 30

Freehold Mixed Use Investment Hair Salon and Flat (£14,520 Per Annum)
*Guide Price: £175,000 - £180,000 (+Fees)

153 & 153A Watnall Road, Hucknall, Nottingham, Nottinghamshire, NG15 7NG



Property Description:

An end terraced two storey mixed use premises of brick construction surmounted by a tiled clad roof set back from the road with a side vehicular access.

The property comprises of a ground floor retail area currently occupied as a Hair Salon who have been in occupation for 15 years however the Lease was Assigned 1 year ago to the current tenant and produces a rental income of £9,000 per annum.

The first floor comprises of a two bedroom flat producing a rental income of £460 pcm (£5,520 per annum). The current tenant has been in the property for 3 years, is currently decorating the flat and replacing old carpet with new laminate flooring at their own cost.

Watnall Road (B6009) is located approximately 7 miles north of Nottingham City Centre and approximately 5 miles for Junction 26 of the M1 giving access to the national Motorway Network.

Accommodation:

Ground Floor

153 Watnall Road

Hair Salon Retail Area with under floor heating (6.2 x 5.2 mtrs), Beauty Room (3.3 x 3 mtrs), Hall/Kitchenette/Storage with WC having wash basin (2 x 2. mtrs)

Second Floor

153A

Entrance Hallway and Stairs, Landing, Kitchen (3 x 2 mtrs), Living Room (2.9 x 2.4 mtrs), Bedroom 1 (3 x 4 mtrs), Bedroom 2 (4 x 1.9 mtrs), Bathroom having panelled bath with shower over, wash basin and WC (2.1 x 2. mtrs)

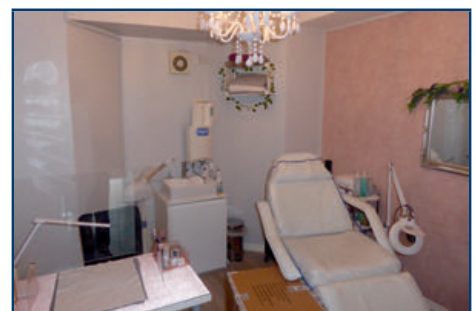
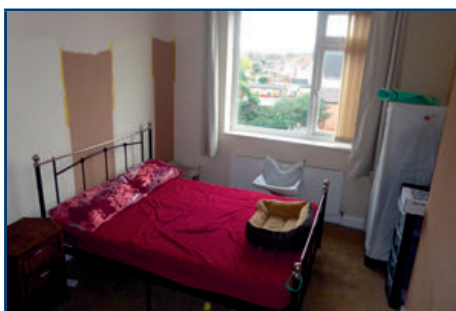
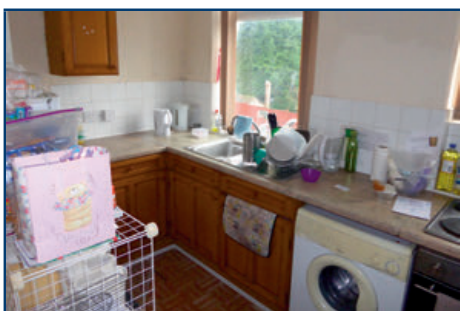
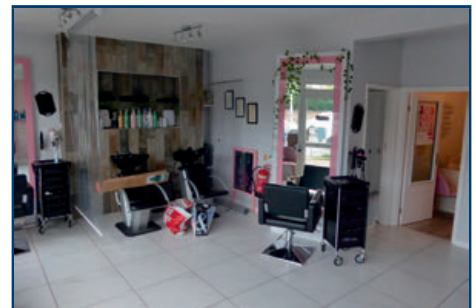
Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

centrick



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and ***help us grow.***



LOT 31

Freehold Residential Investment - Three Bedroom Semi-Detached House

*Guide Price: £100,000 - £115,000 (+Fees)

61 Davis Avenue, Tipton, West Midlands DY4 8JY

Property Description:

A three bedroom semi-detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating Davis Avenue is located off both Lindley Avenue and Baker Street which in turn is found off Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £520 pcm (£6,240 per annum)

Accommodation:

Note: At the time of preparing these particulars the auctioneers have not had the opportunity of inspecting the accommodation and details have been obtained from historic sales particulars available on Rightmove.co.uk. All interested parties should satisfy themselves in respect of the accuracy of the information provided.

Ground Floor

Porch, Entrance Hallway, Open Plan Living Room/Dining Room and Kitchen (4.8 x 7.2mtrs),

First Floor

Stairs and Landing, Bedroom 1 (3.8 x 3 mtrs), Bedroom 2 (3.3 x 2.9 Mtrs) Bedroom 3 (1.7 x 2.2 mtrs) and Bathroom having panelled bath, wash basin and WC with electric shower (1.7 x 2 mtrs)

Outside:

Front: Foregarden allowing for off road parking

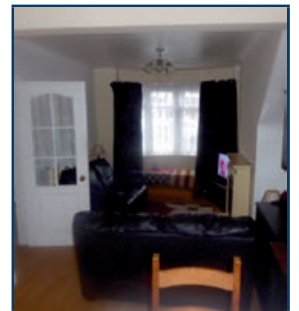
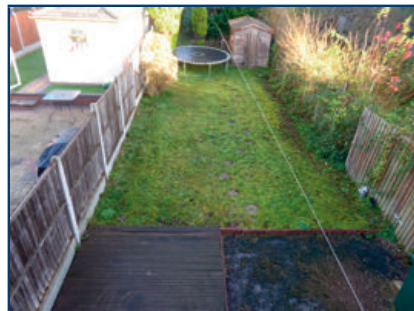
Rear: Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 32

Freehold Land (Lapsed Planning for Two Detached Houses)

*Guide Price: £78,000 - £86,000 (+Fees)

Land at 18-19, Longfield Road, Stourbridge, West Midlands DY9 7EH

Property Description:

A parcel of freehold land roughly rectangular in shape and extending to an area of approximately 647 sq.mtrs (6,967 sq.ft), the land is set in an established residential area, Longfield Road is located off both Spring Street and Pedmore Road (A4036).

Planning

The land has previously had planning granted by Dudley Metropolitan Borough Council on the 1st of September 2006 (Ref: P06/1414) for the erection of 2 dwellings and detached garages with associated parking and access)

Please Note

This planning consent has now lapsed and all interested parties must satisfy themselves in full with any proposals they may have with Dudley Metropolitan Borough Council

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 33
Freehold Vacant Retail Premises with Potential for Alternative Use

*Guide Price: £90,000 - £98,000 (+Fees)

49 Gorsty Hill Road, Halesowen, West Midlands, B65 0HA

Property Description:

A two storey commercial/retail premises prominently situated fronting Gorsty Hill Road (A4099) close to the junction with Coombs Road and providing extensive and well laid out ground floor accommodation with additional accommodation to the first floor and basement. The property is of brick construction and has been used for many years as a retail premises, however the well laid out and flexible accommodation may well offer potential for a range of alternative uses. The property is located close to the junction with Station Road, virtually opposite Coombswood Business Park East and forms part of an established mixed use area and is conveniently located within half a mile to the south of Blackheath Town Centre and one mile to the north of Halesowen Town Centre.

Accommodation:

Ground Floor: Retail Shop: 37.7sq m (406 sq ft), with roller shutter protection, Room 2 (formerly side garage): 17.8 sq m (191 sq ft), Room 3: 20.46 sq m (220 sq ft), Room 4: 24.15 sq m (259 sq ft) approx. including toilets with wc and wash room, Store Room: 7.54 sq m (81 sq ft), Toilet with wc and wash basin.

Cellar: comprising Room 1: 20.26 sq m (218 sq ft), Room 2: 10.73 sq m (115 sq ft),

First Floor: Stairs to Storage/Office accommodation: 27 sq m (290 sq ft), including partitioned store.

Outside: Small gated forecourt & enclosed rear yard.

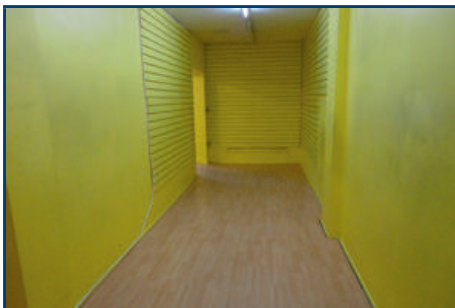
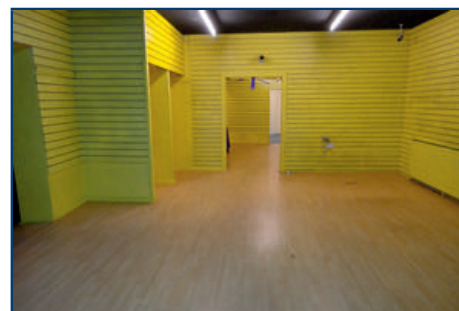
Net Internal Area: 134.4sq.m (1,447sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 34

Leasehold Vacant Two Bedroom Apartment with Garage
*Guide Price: £90,000 - £97,000 (+Fees)

Flat 15 Wingate Court 139 Blackberry Lane, Four Oaks, Sutton Coldfield, B74 4JG



Property Description:

A well laid out two bedroom apartment situated on the first floor of a three-storey development, set within communal gardens and located directly off Blackberry Lane.

The property provides generous accommodation including two double bedrooms and benefits from UPVC double glazed windows, gas fired central heating and separate lock-up garage but requires modernisation and improvement throughout.

The property forms part of the well regarded and popular Four Oaks Residential Area and Blackberry Lane leads directly off either Clarence Road or Four Oaks Common Road, conveniently within less than one mile from Sutton Park and approximately two miles to the north of Sutton Coldfield Town Centre.

Accommodation:

Ground Floor

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

Flat 15: Reception Hall, Through Lounge: 23 sq m, Kitchen: 6.97 sq m, Wet Room: 4.92 sq m with electric shower, pedestal wash basin and wc, Bedroom One (Double): 12.35 sq m, Bedroom Two (Double): 9.32 sq m.

Outside:

Well maintained communal gardens and lock-up garage, accessed by a communal driveway.

Leasehold Term: 99 years from 25th March 1961.

Ground Rent and Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 35
Freehold Vacant Three Bedroom House with Retail Potential

*Guide Price: £100,000 - £109,000 (+Fees)

319 Dudley Road, Wolverhampton, West Midlands WV2 3JY
Property Description:

A terraced property of traditional brick construction with pitched tile clad roof, clad in rendered insulation panels and benefitting from UPVC double glazed windows, gas fired central heating, set back from the road behind a small foregarden.

The property is currently laid out as a three bedroom dwelling house, however records contained on Wolverhampton Council Planning Website state that Planning was originally granted for change of use of the ground floor flat to a Grocery Shop. Planning Consent was granted on 4th September 2015 and has now expired. The property therefore provides scope for conversion of the whole property into two flats or conversion of the ground floor into a retail shop, subject to obtaining Planning Consent.

The property is situated close to the Junction with Poplar Street and forms part of the busy Dudley Road area containing a range of dwelling houses, retail premises and services, serving the local community. The property is conveniently located approximately one mile to the south of Wolverhampton City Centre.

Accommodation:
Ground Floor

Through Lounge/Dining Room: 33.51 sq m, Kitchen: 6.74 sq m, Utility: 3.68 sq m.

First Floor

Stairs and Landing, Bedroom One: 14.96 sq m, Bedroom Two: 7.75 sq m, Bathroom: 6.67 sq m with panel bath, shower enclosure, pedestal wash basin and wc.

Second Floor

Stairs to Bedroom Three/Large Attic Room: 20.72 sq m with restricted height to part, En-Suite Cloakroom with wc and wash basin.

Outside:

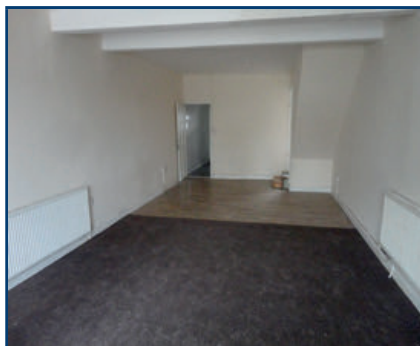
Front: Small foregarden.

Rear: Shared pedestrian access to yard and garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: via Cottons - 0121 247 2233.


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MAILING LIST

We are currently updating our mailing list so,
if you require a catalogue for our next auction

THURSDAY 18 FEBRUARY 2021

at Aston Villa Football Club, Aston Villa, Birmingham.

Please complete the slip found at the back of this Viewing Schedule, and hand it to us at the auction or post it to us at the address provided.

LOT 36

Long Leasehold Garage Investment - Rental Income: £5,280 PA*
*Guide Price: £44,000 - £49,000 (+Fees)

11 Lock up Garages, Land Adj No. 36 The Moorfield, Coventry, CV3 1BZ

Property Description:

A parcel of land, roughly rectangular in shape, containing 11 newly erected pre-fabricated garages with up and over doors, accessed by way of a secure gated tarmacadamed driveway which leads directly off The Moorfields. The garage driveway is subject to pedestrian rights of way over. The garage yard has been developed during 2020 to provide a readymade investment. The Moorfield forms part of a predominantly residential area containing a range of traditional housing and is situated close to an area of substantial redevelopment containing modern housing and commercial premises on the site of a former motor car manufacturer.

Rental Income:

11 Garages, each let at a rental of £40 per calendar month (£480 per annum).

Total Rental Income (when fully let): £5,280 per annum.

*Note: As the garages are new, the rental income quoted is based on the site being fully let. At the time of producing the details 9 garages are let with applications being processed for the remaining units. This information will be updated prior to the auction sale.

Leasehold Information:

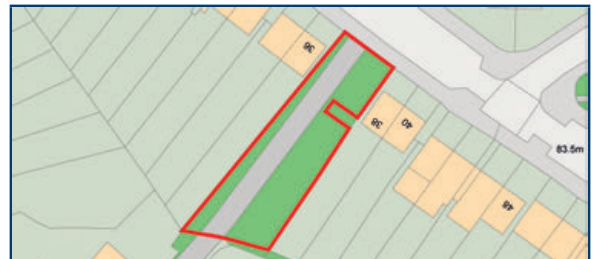
Lease Term: 99 years from 12th January 1987

Ground Rent: One Peppercorn

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 37

Freehold Parcel of Land
*Guide Price: £750 - PLUS (+Fees)

Land Surrounding, 1 - 22 Ainsdale Gardens, Birmingham, West Midlands B24 0EP

Property Description:

An irregular shaped parcel of land within a development known as Ainsdale Gardens located within a highly desirable residential location off Grange Road and Chester Road (A452) in Erdington, on the borders of Sutton Coldfield.

Conveniently situated:

Circa. 1 mile from Chester Road Train Station

Circa. 5.2 miles from Birmingham City Centre

Plot Size

Circa. 2580sq metres (0.64 Acres / 0.25 Hectares)

Legal Documents –

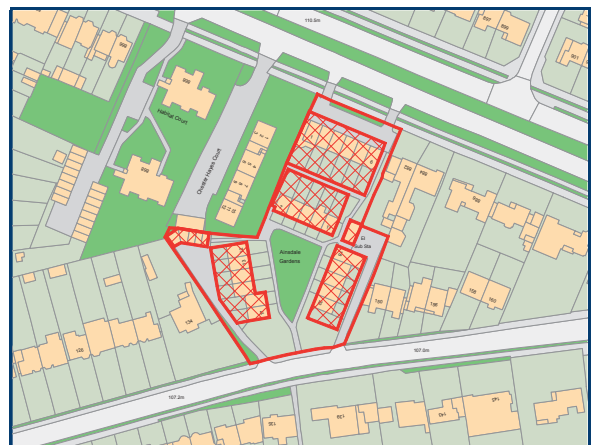
Available at www.cottons.co.uk

Viewings

External Only

PLEASE NOTE:

THE PARTS HATCHED IN RED ON THE PLAN ARE EXCLUDED FROM THE SALE.



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries.



LOT 38
Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council
47 Fairfield Road, Dudley, West Midlands DY2 8JX
Property Description:

A semi detached house of rendered brick construction surmounted by a hipped tile clad roof occupying a corner plot at the junction with Lister Road and set back behind a lawned foregarden and driveway.

The property benefits from three bedrooms and off road parking but requires complete modernisation and improvement throughout. The property forms part of an established residential area located approximately half a mile to the south of Dudley Town Centre.

Accommodation:
Ground Floor

Entrance Hall, Bathroom with bath, wash basin and wc. Lounge: 15.16 sq m, Dining Room: 5.87 sq m, opening to Kitchen: 5.09 sq m,

First Floor

Stairs and Landing, Bedroom One (Double): 12.47 sq m, Bedroom Two (Single): 9.06 sq m, Bedroom Three (Single): 6.31 sq m.

Outside:

Front: Large foregarden with off road parking and extending to side.

Rear: Overgrown garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 39
Freehold Vacant End Terraced House with Two Bedrooms

*Guide Price: £60,000 - £67,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council
31 Linwood Road, Dudley, West Midlands DY1 4DX
Property Description:

An end terrace house of two storey brick construction surmounted by a hipped tile clad roof, benefitting from UPVC double glazed windows, two bedrooms and off road car parking but requiring complete modernisation and improvement throughout.

Linwood Road is located between Wrens Hill Road and Mayfield Road, the latter leading directly off Priory Road (A4168) and the property is conveniently within a short distance from Wrens Nest Nature Reserve and approximately one and a half miles to the north of Dudley Town Centre.

Accommodation:
Ground Floor

Entrance Hall, Lounge: 14.4 sq m, Side Entrance Hall with store cupboard and toilet (no wc), Kitchen: 7.76 sq m.

First Floor

Stairs and Landing, Bedroom One (Double): 10.78 sq m, Bedroom Two (Single): 7.75 sq m, Bathroom with bath, pedestal wash basin and wc.

Outside:

Front: Foregarden and parking space, pedestrian side access to rear.

Rear: Overgrown garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Energy Performance Certificate
The EPC for this property was commissioned on 24th November 2020. This will be added to the Legal Pack and available on our website.

LOT 4

Energy Performance Certificate
The EPC for this property was commissioned on 24th November 2020. This will be added to the Legal Pack and available on our website.

LOT 11

Energy Performance Certificate
The EPC for this property was commissioned on 24th November 2020. This will be added to the Legal Pack and available on our website.

LOT 17

Energy Performance Certificate
The EPC for this property was commissioned on 24th November 2020. This will be added to the Legal Pack and available on our website.

LOT 18

Energy Performance Certificate
The EPC for this property was commissioned on 24th November 2020. This will be added to the Legal Pack and available on our website.

LOT 19

Energy Performance Certificate
The EPC for this property was commissioned on 20th November 2020. This will be added to the Legal Pack and available on our website.

LOT 30

Energy Performance Certificate
The EPC for this property was commissioned on 24th November 2020. This will be added to the Legal Pack and available on our website.

LOT 33



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

4th Edition

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material — which auctioneers can tailor to their needs — and part two the auction conduct conditions.

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

This glossary applies to the **auction conduct conditions** and the **sale 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;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type 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** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

Agreed completion date

Subject to **condition** 69.3:

- (a) the date specified in the **special condition**; 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**.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

Arrears

Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

Arrears schedule

The arrears schedule (if any) forming part of the **special conditions**.

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

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** their 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

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

Condition

One of the **auction conduct conditions** or **sales 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**.

Financial charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

General conditions

That part of the **sale conditions** so headed, including any extra general conditions.

Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

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 (including **chattels**, if any).

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** (as varied by any **addendum**).

Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

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 conditions

The **general conditions** as varied by any **special conditions** or **addendum**.

Sale memorandum

The form so headed (whether or not 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**. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

Special conditions

Those of the **sale 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.

Tenancy schedule

The tenancy schedule (if any) forming part of the **special conditions**.

Transfer

Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

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

Your (and **your**)

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

Auction conduct conditions

A1 Introduction

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

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

A2 Our role

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

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

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

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

A2.4 **You** acknowledge that to the extent permitted by law **we owe you** no duty of care and **you** have no claim against **us** for any loss.

A3 Bidding and reserve prices

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

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

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

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

A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

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

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

A6 Extra Auction Conduct Conditions

A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £2000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

A6.2 The deposit will be held by the **auctioneers** as agents for the **seller** unless the sale is subject to **VAT** when it will be held as stakeholder.

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

The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. The lot

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

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

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

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;

(c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements, and wayleaves;

(f) outgoing and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and

(i) anything the **seller** does not and could not reasonably know about.

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

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

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

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

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

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

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

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

G2. Deposit

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

(a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and

(b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and

(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

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

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

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

G3. Between contract and completion

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

(a) produce to the **buyer** on request all relevant insurance details;

(b) pay the premiums when due;

(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;

(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;

(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

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

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

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

G4. Title and identity

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

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

(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

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

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

(i) the application for registration of title made to the land registry;

(ii) the **documents** accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

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

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

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

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

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

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

G5. Transfer

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and

(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

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

G6. Completion

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

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

G6.3 Payment is to be made in pounds sterling and only by:

(a) direct transfer to the **seller's** conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

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

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

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

G7. Notice to complete

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

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

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

(a) terminate the **contract**;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it;

(d) resell the **lot**; and

(e) claim damages from the **buyer**.

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

(a) terminate the **contract**; and

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

G8. If the contract is brought to an end

If the **contract** is lawfully brought to an end:

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and

(b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

(a) promptly provide references and other relevant information; and

(b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

G10. Interest and apportionments

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

- (a) the **buyer** is liable to pay interest; and
- (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:

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

G11. Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

- (a) so state; or
 - (b) give no details of any **arrears**.
- G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
 - (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
 - (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
 - (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
 - (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

G12. Management

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

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

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

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

G13. Rent deposits

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

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

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

G14. VAT

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

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
 - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
 - (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

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

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

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

G16.4 The **seller** and **buyer** agree:

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

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

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

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

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

- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20. TUPE

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22. Service Charge

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

- (a) service charge expenditure attributable to each **tenancy**;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge

expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies. G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

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

G24. Tenancy renewals

G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

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

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

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

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

G25. Warranties

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

G25.2 Where a warranty is assignable the **seller** must:

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

G25.3 If a warranty is not assignable the **seller** must after **completion**: (a) hold the warranty on trust for the **buyer**; and (b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place

the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. No assignment

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

G27. Registration at the Land Registry

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

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

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

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if: (a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received: (a) when delivered, if delivered by hand; or

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

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

G29. **Contracts (Rights of Third Parties) Act 1999** No one is intended to have any benefit under the **contract** pursuant to the **Contract (Rights of Third Parties) Act 1999**.

G30. Extra General Conditions

G30.1 If a cheque for all or part of the deposit is not cleared on first presentation, the **auctioneers** are under no obligation to re-present the cheque, but should they do so (at their sole discretion) then the **buyer** will pay to the **auctioneers** a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

G30.2 Vacant possession of the **lot** shall be given to the **buyer** on **completion** except where stated in the **special conditions**. The **buyer** accepts that vacant possession of the whole or any part of the **lot** offered with vacant possession notwithstanding that:

(a) there may be furniture fittings or effects remaining at the **lot** in which case the **buyer** shall not be entitled to require the removal of such items or delay **completion** on the grounds that the existence of such items does not constitute vacant possession, and

(b) that all or part of the **lot** whether comprising a house, part of a house, flat or flats may not legally be used for immediate residential occupation.

G30.3 The **buyer** will pay to the **auctioneers** a Buyers Administration Fee of £600 inclusive of VAT (£300 for transactions of less than £10,000). If for any reason this sum is not paid on exchange of contracts then it will be payable to the **seller's** solicitors on **completion** in addition to the purchase **price**.

G30.4 Any description of the **lot** which includes reference to its use does not imply or warrant that it may be legally used for that purpose.

G30.5 If the **buyer** is unable to provide adequate means of identification in the auction room either for himself or for the contractual **buyer** (if this is different) the **auctioneers** may retain the **sale memorandum** signed by or on behalf of the **seller** until such identification is produced and in the absence of its production may (as agents for the **seller**) treat this as the **buyers** repudiation of the **contract** and re-offer the **lot** for sale.

G30.6 The **auctioneers** shall be under no financial liability in respect of any matters arising out of the **auction** or the **particulars** of any **lot** or any of the **conditions** relating to any **lot**. No claims shall be made against the **auctioneers** by the **buyer** in respect of any loss or damage or claim actually or allegedly suffered by or made against the **buyer** by reason of the **buyer** entering into the **contract**.

G30.7 The **auctioneers** have undertaken their best endeavours to satisfy themselves as to the bone fides of the **seller** and that he is the beneficial owner but we give no warranty.

A full copy of the Common Auction Conditions including the Glossary can be found at:
www.rics.org/commonauctionconditions

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Wednesday 15th September

Thursday 28th October

Wednesday 15th December

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