

**Cottons**  
CHARTERED SURVEYORS

# AUCTION CATALOGUE

Wednesday **14 December** 2022: 1pm

Our Live Auction will be held at:

**Avery Fields, 79 Sandon Road,  
Edgbaston, Birmingham B17 8DT**

and broadcast Live Online with bidding in  
Room and by Telephone, Proxy and Internet



# 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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](http://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.

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 £1250 (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/](http://www.cottons.co.uk/contact/) if you require any clarification upon how we hold data.

## 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.

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 43 Lots

Comprising a range of Residential and Commercial, Vacant and Investment Properties, Land and Development Opportunities by kind instructions of a variety of Vendors including Solicitors, Mortgagees, Joint Property Agents, Companies and Private Clients

## Order of sale

LOT	ADDRESS	TENURE
1	106 Gordon Road, Harborne, Birmingham B17 9EY	Freehold Vacant Residential
2	79 John Street, Wolverhampton WV2 2LS	Freehold Residential Investment
3	12 Shirlett Close, Aldermans Green, Coventry, CV2 1PG	Leasehold Vacant Residential
4	Land At Linforth Drive, Sutton Coldfield, B74 2EQ	Freehold Land
5	Land at Simpson Road, Sutton Coldfield, B72 1EP	Freehold Land
6	39 Lingfield Court, Hamstead Road, Great Barr, Birmingham B43 5BL	Leasehold Residential Investment
7	166 Dulwich Road, Kingstanding, Birmingham B44 0EN	Freehold Vacant Residential
8	2 Yenton Court, 742 Chester Road, Erdington, Birmingham B24 0EB	Leasehold Vacant Residential
9	Marlborough House, 11 St. James's Road, Dudley, DY1 1JG	Freehold Vacant Residential
10	16 Vernon Road, Edgbaston, Birmingham B16 9SH	Freehold Vacant Residential
11	44 Anchorage Road, Sutton Coldfield, B74 2PL	Freehold Residential Investment
12	Land Adj To 44 Rood End Road, Oldbury, B68 8SG	Freehold Building Plot
13	41 Hornsey Road, Kingstanding, Birmingham B44 0JT	Freehold Vacant Residential
14	The Old Library, Church Green West, Redditch, Worcs, B97 4DU	Freehold Vacant Commercial
15	1 Great Wood Road, Small Heath, Birmingham B10 9QE	Freehold Vacant Offices
16	Former Barclays Bank, 14 Station Road, Albrighton, WV7 3QG	Freehold Vacant Commercial
17	Bungalow R/o 636 Kingsbury Rd, Erdington, Birmingham, B24 9PJ	Freehold Vacant Residential
18	Fgr 45, 45a Hilltop Drive, Hodge Hill, Birmingham B36 8JT	Freehold Ground Rents/Land
19	248 Kingsbury Road, Erdington, Birmingham B24 8QY	Freehold Vacant Residential
20	Fgr 1-12 Cameo Court, Kenilworth Road, Balsall Common, CV7 7DL	Freehold Ground Rents
21	Land At Bear Hill Drive, Alvechurch, Birmingham B48 7RG	Freehold Land
22	Land On The South West Side Of Gunners Lane, Studley, B80 7LX	Freehold Land
23	Land South East Side Of Gunners Lane, Studley, B80 7LX	Freehold Land
24	Land South Side Birmingham Road, Kidderminster, DY10 3AF	Freehold Land
25	Land At Gore Hill, Chilton, Didcot, Oxon OX11 0RP	Freehold Land
26	20 Westthorpe Grove, Hockley, Birmingham, B19 3DA	Leasehold Residential Investment
27	89 Regent Road, Handsworth, Birmingham, B21 8AR	Freehold Vacant Residential
28	Flat 31 Ryland House, Great Hampton Row, Birmingham, B19 3JH	Leasehold Residential Investment
29	29 Bloxwich Road North, Willenhall, WV12 5PG	Freehold Vacant Residential
30	Land To The South Side Of Blossomfield Rd, Solihull, B91 1TB	Freehold Land
31	Land On The North Side Of Lugtrout Lane, Solihull B91 2TN	Freehold Land
32	Land At Dovecote Close, Solihull, B91 2EP	Freehold Land
33	Land On The North East Side Of Widney Lane, Solihull, B91 3LP	Freehold Land
34	9 Chestnut Close, Solihull, B92 7DS	Freehold Vacant Residential
35	11 Kimberley Avenue, Alum Rock, Birmingham B8 3LB	Freehold Vacant Residential
36	44 Elmdon Road, Acocks Green, Birmingham, B27 6LH	Freehold Vacant Residential
37	Land & Workshop Adj 163 Chester Road, Sutton Coldfield, B73 5BB	Freehold Land & Workshop
38	50 Normanton Tower, Portfield Grove, Erdington, Birmingham, B23 5UB	Leasehold Vacant Residential
39	52 & 54 St. Marys Road, Market Harborough, Leics, LE16 7DU	Freehold Mixed Use Investment
40	38 Meadows Road, Four Oaks, Sutton Coldfield, B74 4SJ	Freehold Vacant Residential
41	35 Birmingham Street, Oldbury, B69 4DY	Freehold Vacant Retail/Flat
42	Triple Lock-up Garage, Crabtree Close, Redditch, B98 7JT	Freehold Vacant Garage
43	142 Duncroft Road, Yardley, Birmingham B26 2JD	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, Stephen D. Sutton B.Sc. (Est.Man.) FRICS, Dan O'Malley BSc (Hons) MRICS FNAEA FNAVA, Jason Coombes BA MARLA MNAVA

## Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Julie Murphy, Sharron Sheldon, Tina Thornton, Charlotte Smith, Dawn Prince, Andrew Smith, Nick Burton, Richard Gaines, Mark Judd.



## IMPORTANT NOTICE

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250) which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction 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.

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day as detailed above. This will enable us to fastrack your entry to the auction room and streamline the purchase procedure in the event your bid is successful. By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.

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

# Bidding Options

This will be a live auction held at Avery Fields Sports & Events Venue, 79 Sandon Rd, Birmingham B17 8DT. You have the option to bid in person by attending the venue on the day, bid online, bid by telephone or by proxy.

## In Room Bidding

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day by completing the online registration process on our website or completing and submitting the form contained on Page 6 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), which shall be fully refunded in the event your bid is unsuccessful. This will enable us to Fastrack your entry to the auction room where your bidding number will be ready for your collection and streamline the purchase procedure in the event your bid is successful.

**By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.**

For those unable to register online, registration will be available in the auction room and full ID checks will be undertaken before you receive your bidding number.

Acceptable forms of Identification are:

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

Please ensure have means to pay the deposit and our Auction Administration Fee which will be required before leaving the auction room. In Room Auction deposits may be paid by the following methods:

### • 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

**If you fail to comply with these requirements, you will be unable to bid.**

## Online, Telephone & Proxy Bidding

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 6 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), which shall be fully refunded in the event your bid is unsuccessful. All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction to allow sufficient time for processing. Please don't leave it too late.

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. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

If you have registered and been authorised for a Telephone Bid we will call you when the lot you are interested in comes up and take live bids from you over the telephone. Telephone Bids will be strictly on a first come first served basis.

**If you need any help please contact the Auction Team on:  
0121 247 2233**

# 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.

You will be able to watch and listen to the Auction 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 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 £6,250 equating to £1,250 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 your 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.

**If you need any help please contact the Auction Team on:  
0121 247 2233**

# Understand The Guide Price And Reserve Price

## GUIDES & RESERVES

### 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.

## 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.

## THE AUCTION DAY

### 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.

## FALL OF THE HAMMER

## 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 £1250 (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.

# Proxy, Telephone & Internet Bidding

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 £6,250 equating to £1,250 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful.

## Type of Bid (Please Tick)

Telephone ☐ Proxy ☐ Internet ☐

## 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 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.

## LOT Details

LOT: \_\_\_\_\_

Address: \_\_\_\_\_

Max Bid (Proxy Bid): \_\_\_\_\_ Max Bid (Words) \_\_\_\_\_

## Payment Details

Payment Required **£6,250**  
(Six Thousand, Two Hundred & 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: \_\_\_\_\_

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:

## 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](mailto: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](http://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 their 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.

If you need any help please contact the Auction Team on:  
**0121 247 2233**

# Auction Offer sheet

## LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

## Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

## Solicitors Details:

Name:

Postcode:

Company:

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 £1,250 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](http://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**

We require properties for our  
next auction

**15 FEBRUARY 2023**

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:

**20 JANUARY 2023**

Please call us to discuss including your  
property and to arrange a free auction  
appraisal 0121 247 2233

## Important notice relating to: Fees / Costs / Charges payable by the buyer in addition to the purchase price

### **AUCTION ADMINISTRATION FEE**

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All buyers will be required to pay an Auction Administration Fee of £1,250 (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**

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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.**

# Property Viewings

**Cottons**  
CHARTERED SURVEYORS

## Vacant Properties

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.

## Investment Properties

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.

## Viewing Guidelines

- Please arrive promptly for your appointment.
- On Arrival we shall require your name and telephone number and you will be unable to view if this information is not provided.
- You will be responsible for providing your own PPE if required.
- Where possible, we have included on our website internal photos and video tour for each property to assist you.
- Please be aware that many auction properties are often in disrepair and unsafe condition and all persons viewing any property must do so with the extreme caution and entirely at their own risk. By attending a viewing, you accept that neither the Seller nor the Auctioneer accept any liability for harm caused whilst viewing a property.
- 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. We thank you in advance for your co-operation.

# Deposit & Admin 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 £1,250 (inclusive of VAT) is 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). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

## In Room Auction Deposits may be paid by the following methods:

### 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

The Deposit and Auction Administration Fee must be paid before leaving the auction room.

### Online, Telephone & Proxy Bidding Deposits:

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. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

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

## LOT 1

### Freehold Vacant End Terrace House In Sought After Location \*Guide Price: £170,000 - £190,000 (+Fees)

106 Gordon Road, Harborne, Birmingham, West Midlands, B17 9EY



#### Property Description:

An extended end terraced house of two storey brick construction surmounted by a tiled roof set back from the road behind a walled fore garden and located in a most sought after residential area. The property benefits from gas fired central heating and UPVC double glazing but requires modernisation and improvement throughout.

Gordon Road is located between Park hill Road and Station Road and the property is conveniently within walking distance from Harborne High Street, which provides access to a wide range of retail amenities, bars and restaurants.

#### Accommodation:

##### Ground Floor

Entrance Hall, Reception Hall, Lounge, Dining Room, Extended Kitchen area, Potential Bathroom and separate WC.

##### First Floor

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

#### Outside:

Front : Walled foregarden.

Rear: Pedestrian right of way and lawned garden.

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



**LOT 2**
**Freehold Investment - Three Bedroom End Town House**

\*Guide Price: £80,000 - £87,000 (+Fees)

**79 John Street, Wolverhampton, West Midlands WV2 2LS**
**Property Description:**

An end of terraced three storey town house set back behind a tarmacadam driveway benefitting from three bedrooms, UPVC double glazed windows and gas fired central heating. The property forms part of an established residential area located via New Street and Frost Street off Ettingshall Road (A4126) approximately 1 1/2 miles to the South-east of Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £575 per calendar month (£6900 per annum).

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

Covered Entrance, Reception Hall with Store Cupboard, Cloakroom with WC and wash basin, Bedroom Three: 3.67m x 2.46m.

**First Floor:**

Stairs and Landing, Lounge: 4.34m x 4.17m, Kitchen: 4.24m x 2.44m with pantry cupboard.

**Second Floor:** Stairs and Landing, Bedroom One (Double):

4.35m x 4.11m maximum, Bedroom Two: 3.4m x 2.38m, Bathroom: 1.91m x 1.82m, with panelled bath having electric shower over, pedestal wash basin and WC.

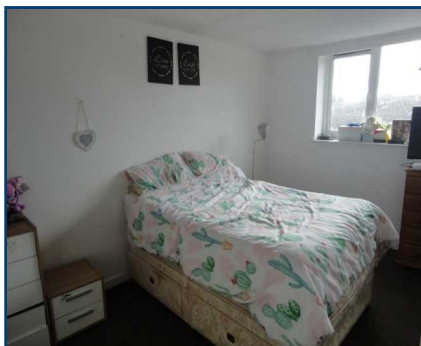
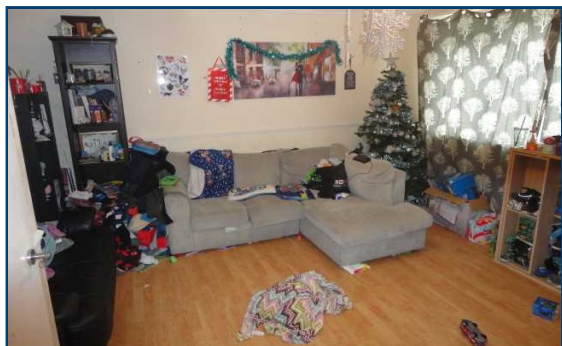
**Outside:**

Front: Lawned foregarden and tarmacadam driveway, providing off road parking, integral garage.

**Outside:** Rear: Lawned garden.

**Legal Documents:** Available via [www.cottons.co.uk](http://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.

Service Provided By The Essential Information Group Ltd  
[www.eigroup.co.uk](http://www.eigroup.co.uk) 0870 112 30 40

## LOT 3

### Leasehold Vacant Two Bedroom Maisonette

\*Guide Price: £80,000 - £87,000 (+Fees)

#### 12 Shirlett Close, Aldermans Green, Coventry, West Midlands CV2 1PG

##### Property Description:

A self-contained purpose built first floor maisonette forming part of a two storey development of brick construction surmounted by a pitched interlocking tile clad roof and benefitting from two bedrooms UPVC double glazed windows and electric heating and lock up garage located in a nearby block.

Shirlett Close comprises of a cul-de-sac which leads off Jackers Road and which in turn leads off Aldermans Green Road (B4109). The property is conveniently located approximately 4 miles to the Northeast of Coventry City Centre and within less than 1/2 mile from open countryside.

##### Accommodation:

###### Ground Floor

Side entrance hall.

###### First Floor

Stairs and landing, Lounge 4.34m x 3.35m, Kitchen 3.23m x 1.79m, Bedroom One (Double) 3.79m x 3.02m, Bedroom Two (Single) 3.26m x 1.94m, Bathroom 1.85m x 1.69m with bath having shower over, wash basin and W.C.

**Outside:** Rear: Garden and a lock up garage located in a nearby block.

##### Legal Documents:

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

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



## LOT 4

### Freehold Land/Roadways

\*Guide Price: £300 - £500 (+Fees)

#### Land at Linforth Drive, Sutton Coldfield, West Midlands B74 2EQ

##### Property Description:

A parcel of freehold land comprising roadways, paths and verge areas, located off Linforth Drive, Rowthorn Close, Oakmount Road and Tintern Close and predominantly serving a range of modern detached housing.

The land is identified by the Land Registry Title Plan No: SF89990 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

##### Legal Documents:

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



GENERAL VIEW OF LAND/ROADWAYS



## LOT 5

**Freehold Land/Roadways**  
 \*Guide Price: £300 - £500 (+Fees)

### Land Associated with Simpson Road, Sutton Coldfield, West Midlands B72 1EP

#### Property Description:

A parcel of Freehold Land comprising of roadways, paths and verge areas, located on Simpsons Road and Birmingham Road which serves a range of modern housing and leads off both Birmingham road and Hillcrest Road.

The land is identified by the Land Registry Title Plan No: WK192711 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

#### Legal Documents:

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



GENERAL VIEW OF LAND/ROADWAYS



## LOT 6

**Leasehold Investment - Two Bedroom Flat (Rental £10,440 pa)**  
 \*Guide Price: £75,000 - £85,000 (+Fees)

### 39 Lingfield Court, Hamstead Road, Great Barr, Birmingham, West Midlands B43 5BL

#### Property Description:

A two bedroom flat situated on the first floor of a purpose built block of brick construction surmounted by a tiled roof set back from the road behind communal gardens. The property benefits from having UPVC double glazing, electric heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition. Lingfield Court is located off Hamstead Road (B4167) the property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £870 pcm (£10,440 per annum)

#### Accommodation:

##### Ground Floor

Communal Entrance giving access to hallway and stairs

##### First Floor

Entrance Hallway, Lounge, Kitchen, Bedroom 1, Bedroom 2 and Bathroom

##### Outside:

Allocated parking with garage space and communal gardens.

#### Leasehold Information:

**Term:** 99 years (less 21 days) from 24th June 1973

**Rent:** Refer to Legal Pack

**Service Charge:** Refer to Legal Pack

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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



## LOT 7

### A Freehold Vacant Three Bedroom End Terraced House \*Guide Price: £130,000 - £140,000 (+Fees)

#### 166 Dulwich Road, Birmingham, West Midlands B44 0EN

##### Property Description:

A three bedroom end terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a foregarden. The property benefits from having double glazed windows and gas fired central heating and further benefits from a recently installed combination boiler, and electric fuse board, however the property does require modernisation and improvement.

Dulwich Road is located off both Warren Farm Road and Brackenbury Road which in turn is found off College Road (A453)

##### Accommodation:

###### Ground Floor

Entrance Hallway, Lounge, Kitchen, Bathroom having panelled bath, wash basin and WC, Stairs

###### First Floor

Bedroom 1, Bedroom 2 and Bedroom 3.

##### Outside:

**Front:** Foregarden

**Rear:** Over grown garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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



## LOT 8

### Leasehold Vacant Ground Floor Flat with One Bedroom \*Guide Price: £55,000 - £60,000 (+Fees)

#### Flat 2, Yenton Court, 742 Chester Road, Erdington, Birmingham, West Midlands B24 0EB

##### Property Description:

A well laid out one bedroom flat situated on the ground floor of a purpose built three storey development, prominently located fronting Chester Road (A452) close to the Junction with Sutton Road (A5127). The property is generally in a well-maintained condition and benefits from security door entry system, well maintained common parts, UPVC double glazed windows and electric heating. The property is convenient located within approximately 1 mile to the North-east of Erdington Town Centre and 4 miles from Birmingham City Centre.

##### Accommodation:

**Ground Floor:** Communal Entrance Hall with door entry system, Reception Hall,

Lounge: 4.73m x 3.02m, Kitchen: 2.86m x 1.95m, Double Bedroom: 3.70m x 2.72m, Bathroom: 2.92m x 1.38m with panelled bath having shower over, pedestal wash basin, WC.

**Outside:** Communal Gardens.

**Leasehold Information:** Lease Term: 99 Years from 25th December 1974.

**Ground Rent:** £15 per annum.

**Service Charge:** Refer to Legal Pack

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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



**LOT 9****Freehold Vacant Former Office Building - Planning Consent for Four Flats**

\*Guide Price: £270,000 - £300,000 (+Fees)

**Marlborough House 11 St James's Road, Dudley, Dudley, DY1 1JG****Property Description:**

An attractive and substantial former semi-detached house of two storey part rendered brick construction, set back behind a walled foregarden and benefitting from a side driveway leading to rear carparking area and occupying a large plot extending to an area of circa 0.18 acres (732sq.m).

The property was previously used as a Citizen Advice Bureau Office, however, has since benefitted from planning consent for conversion to a Baby and Toddler Academy and more recently for change of use and redevelopment of four self-contained flats.

St James's Road is a wide tree lined road containing a range of attractive traditional buildings used and occupied as residential dwellings/apartments and professional offices.

**Planning:**

The property has previously been used for offices. Planning consent was granted by Dudley MBC (Reference: P19/1311) on 7th November 2019 for change of use from offices to a Baby and Toddler Academy.

Planning consent was granted by Dudley MBC (Reference: P21/0857/PN30) for change of use from offices to residential to comprise of four residential units. A copy of the planning consent and all relevant information are available on Dudley MBC planning portal.

**Accommodation:**

**Ground Floor** Reception Hall, 8 Offices/Consulting Rooms, Disabled Toilet with WC and wash basin, Kitchen, Rear Entrance Hall with Two Stores, Cellar.

**First Floor** Feature stairs and large landing area with store, 8 Offices/Consulting Rooms,

Toilet with WC and wash basin.

**Outside:** Walled foregarden, side driveway to rear private carparking area.

**Gross Internal Areas**

**Cellar:** 15.66 sq.ms (168 sq.ft)

**Ground Floor** 120.2 sq.m (1294 sq.ft)

**First Floor** 120.2 sq.m (1294 sq.ft)

**Total Area** Total Area: 256.06 sq.ms (2756 sq.ft)

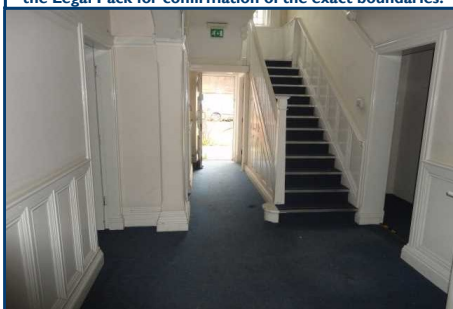
**Legal Documents:**

Available at [www.cottons.co.uk](http://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 10**

**16 Vernon Road, Edgbaston, Birmingham, West Midlands B16 9SH**



**Property Description:**

A substantial and imposing Victorian family dwelling house with extensive accommodation over three floors and of traditional brick construction surmounted by a timber framed and tile clad roof which has been partially renewed.

The property is set back from the road behind a block paved forecourt providing multiple car parking and the accommodation is currently arranged to provide three reception rooms, six bedrooms and ancillary accommodation including conservatory, cellar, family bathroom, three ensuite shower rooms, and double garage.

The property was subject to fire damage in 2021 and is considered to be in good well maintained structural condition, however, internally is offered for sale in a shell condition, stripped of all internal fixtures, fittings, plaster, wiring and plumbing, providing an ideal refurbishment opportunity for owner occupiers and developers to create a spacious and high specification family home.

Vernon Road leads directly off the Junction with Portland Road and Rotton Park Road. The property is located in a highly regarded residential area within approximately 1/3 mile from Hagley Road (A456) which provides direct access to Birmingham City Centre.

**Accommodation:**

**Ground Floor** Entrance Canopy, Reception Hall, Reception Room One: 3.67m x 3.36m, Reception Room Two: 7.04m x 4.1m (maximum) opening to:

Conservatory: 4.69m x 3.84m, Reception Room Three: 4.88m x 4.10m, Cloakroom: 2.07m x 1.80m, 'L Shaped' Kitchen: 6.86m x 5.92m (maximum), Cellar 4.9m x 4.12m.

**First Floor**

Stairs and Landing, Laundry Cupboard, Bedroom One: 4.43m x 4.10m, en-suite 3.06m x 1.89m, Bedroom Two: 3.56m x 3.35m, Bedroom Three 3.97m x 3.82m, en-suite 2.62m x 1.76m, Family Bathroom: 3.6m x 1.84m, Bedroom Four 3.67m x 3.66m, en-suite: 3.06m x 1.9m.

**Second Floor**

Stairs and Landing with Storage Areas, Bedroom Five: 4.28m x 4.13m (approx.) Bedroom Six: 4.26m x 3.7m (approx.).

**Outside Front:** Electric gated entrance, traditional block paved full width forecourt providing multiple car parking, brick built double garage with roller shutter door.

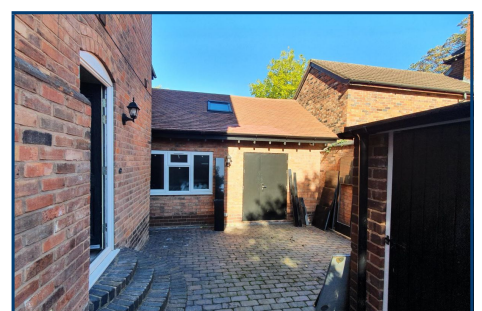
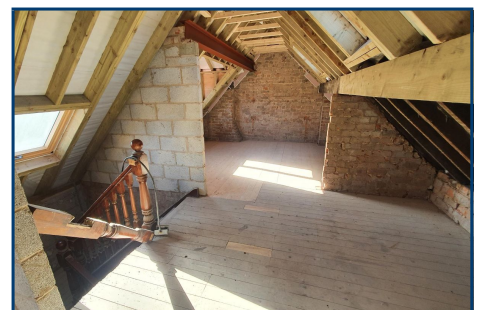
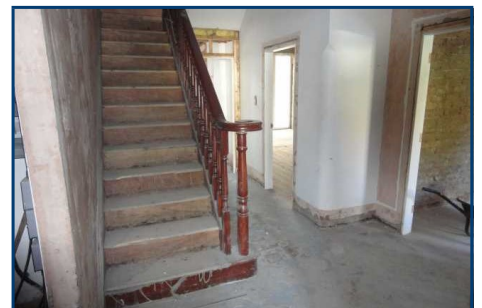
**Outside Rear:** Block paved courtyard with rear access to garage, brick stores and WC, well maintained lawned garden.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk).

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

**Council Tax:**

Currently Exempt (previously Band G)



**Freehold Vacant Substantial Family Dwelling House Requiring Internal Refurbishment**  
\*Guide Price: £550,000 - £600,000 (+Fees)



## LOT 11

### Freehold Residential Flat Investment Opportunity

\*Guide Price: £280,000 - £300,000 (+Fees)

44 Anchorage Road, Sutton Coldfield, Birmingham, B74 2PL



#### Property Description:

The property comprises of a substantial former semi-detached house of traditional three storey brick construction, converted into three self-contained flats, whereby Flat 1 is subject to a long leasehold interest paying an annual ground rent and Flats 2 & 3 are also subject to long leasehold interests but owned by the freeholder and have previously been let on assured shorthold tenancies providing the freeholder with an attractive investment income.

The property is set back from the road behind a paved forecourt providing residents car parking. Anchorage Road forms part of a highly regarded residential area conveniently within close proximity to Sutton Park and Sutton Coldfield Town Centre.

Bedroom 1 (L Shaped): 3.62m x 3.39m (maximum), Bedroom 2: 3.41m x 2.44m, Bathroom: 2.53m x 2.43m with bath, glazed shower enclosure, wash basin, WC.

**Outside:** Forecourt parking area pedestrian side access to shared garden.

**Note:** All flats benefit from separate electricity/gas meters and Flats 2 & 3 have gas fired central heating.

**Legal Documents:** available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Council Tax:

Flat One: Not Applicable  
Flat Two: Band B  
Flat Three: Band A

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



#### Leasehold Information:

Flat 1 (Ground Floor): Subject to a long lease for a term of 99 years from 25th March 1982 including car parking space and part of the rear garden. Ground Rent: Refer to Legal pack

Flats 2 & 3: Each flat is held on long lease for 99 years from 25th March 1982 including parking space and shared rear garden and both are vacant.

**Note:** Both flat leases are owned by the Freeholder and included in the sale.

#### Accommodation:

##### Ground Floor

Communal Entrance Hall,

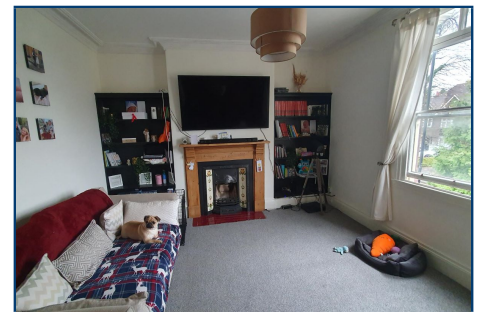
**Flat 1:** Accommodation not applicable.

##### First Floor Stairs and Landing,

**Flat 2:** Reception Hall, Lounge: 4.48m x 3.9m, Kitchen: 3.28m x 2.55m, Bedroom 1: 4.3m x 3.95m, Bedroom 2: 2.85m x 2.39m, Bathroom: 1.84m x 1.5m, with panelled bath having shower over, pedestal wash hand basin, separate WC.

##### Second Floor:

**Flat 3:** Stairs and Landing, Lounge: 4.5m x 3.91m, Kitchen: 3.36m x 1.8m,



**LOT 12**
**Freehold Building Plot (Planning for Five Bedroom Detached House)**

\*Guide Price: £120,000 - £130,000 (+Fees)

**Land Adjacent 44, Rood End Road, Oldbury, West Midlands B68 8SG**
**Property Description:**

A parcel of freehold land roughly rectangular in shape and extending to a site area of approximately 0.073 acres (295 sq.mtrs). The site has planning permission granted by Sandwell Metropolitan Borough Council for a detached five bedroom, three storey property with parking. The site is located on Rood End Road (B4169) close to the junction with Vernon Road.

**Planning:**

Planning Permission was granted in full by Sandwell Metropolitan Borough Council on the 26th of January 2022 (Ref: DC/21/66351) for the erection of 1 five bedroom, three storey detached property. A copy of the Architects plans and decision documents are available to view on the Council's Website.

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

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

**First Floor:**

4 Bedrooms one having en-suite and Family Bathroom

**Second Floor**

Master Bedroom with en-suite

**Outside:**

**Front:** Garden Area and adjacent parking

**Rear:** Garden

**Legal Documents:**

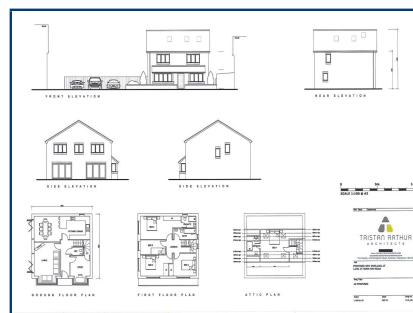
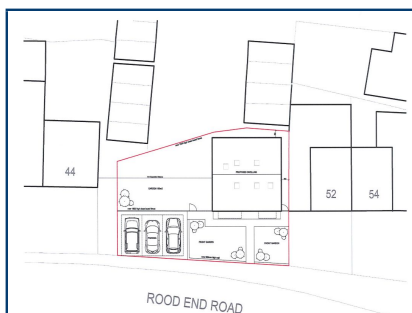
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**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 13

### Freehold Vacant Three Bedroom House

\*Guide Price: £150,000 - £170,000 (+Fees)

#### 41 Hornsey Road, Kingstanding, Birmingham, West Midlands B44 0JT

##### Property Description:

A three bedroom end terraced property of brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking for numerous vehicles. The property benefits from having UPVC double glazing and gas fired central heating. Hornsey Road is located off Finchley Road which in turn is found off Kings Road and the property is within approximately a quarter of a miles distance from Princess Alice Retail Park located in Sutton Coldfield providing a wide range of shops and amenities including a Tesco Super Store.

##### Accommodation:

###### Ground Floor

Entrance Hallway, Lounge: (4.91 x 4.23m), Kitchen: (3.48 x 2.85m), Inner Hallway, Shower Room: (1.87 x 1.56m) with shower cubicle, wash basin and WC, Stairs

###### First Floor

Bedroom 1: (3.31 x 5.26m), Bedroom 2: (3.87 x 2.89m), Bedroom 3: (2.91 x 2.30m)

##### Outside:

**Front:** Block paved foregarden allowing for off road parking

**Rear:** Lawned garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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



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## LOT 14

### Freehold Vacant Former Library Premises with Redevelopment Potential

\*Guide Price: £370,000 - £400,000 (+Fees)

By Instruction of the Liquidators of Bullivant Media Limited

The Old Library, Church Green West, Redditch, Worcestershire, B97 4DU



#### Property Description:

An imposing and attractive Victorian building prominently located at the Junction of Church Green West and Church Street and constructed circa 1885 of brick surmounted by a pitched tile clad roof and containing many architectural period features.

The existing property contains a main feature staircase serving all floors original stone framed windows to front and side elevations with UPVC double glazed windows to rear, air condition units to all major offices, electric panel heating, CAT 5 cabling and internally benefits from high ceilings, which may allow for addition of mezzanine floors.

The property was originally the home of Redditch Literary and Scientific Institute later extended and becoming Redditch Library in the 1950's. Following provision of new library facilities within Redditch Town Centre the property was vacated and has most recently been used as offices of the Newspaper and Media Publication Firm, Bullivant Media Limited.

The property is located with Redditch Town Centre directly to the North of the main retail area and is situated pleasantly overlooking Church Green and Redditch Band Stand, adjacent to an area identified by Redditch Borough Council for redevelopment and known as the North West Quadrant Strategic Town Centre regeneration site.

#### Planning

The property may be suitable for re-development and alternative use including Leisure and Residential and all interested parties should discuss any proposals which they may have for the site with the Local Planning Department at Redditch Borough Council, prior to bidding.

#### Accommodation

##### Ground Floor

Front entrance hall, reception office, 5 private offices, 2 large open plan offices, ladies, gents and disabled toilets, kitchen and side entrance hall off Church Street with impressive wooden staircase.

##### First Floor

Stairs and Landing, Open Plan office One with four partitioned offices/rooms. Open Plan office Two large corridor area, three private offices and kitchen.

##### Second Floor

Stairs and Landing, Office/Server Room (No Window) and loft storage.

**Rear Building** located off Church Street, with private secure entrance, basement level partially covered enclosed yard area and access to cellar.

##### Ground Floor

Entrance hall with office,

##### First Floor

Toilet and office.

#### Gross Internal Areas:

**Ground Floor:** 442.42 sqm (4762 sqft)

**First Floor:** 442.42 sqm (4762 sqft)

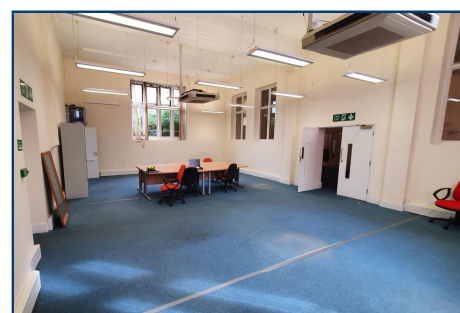
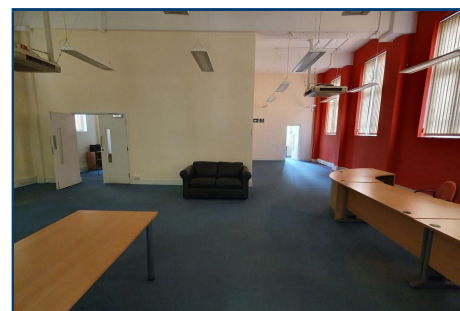
**Second Floor:** 72.47 sqm (780 sqft)

**Total Floor Area :** 957.31 sqm (10304 sqft)

#### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233



## LOT 15

### Freehold Vacant Substantial Detached Former Care Home

\*Guide Price: £345,000 - £355,000 (+Fees)

1 Great Wood Road, Small Heath, Birmingham, West Midlands, B10 9QE



#### Property Description:

A substantial detached property of two storey brick construction, surmounted by a pitched interlocking tile clad roof. The property was originally a care home, but we understand that it has most recently been operating as a community-based office.

The property provides well laid out accommodation arranged in accordance with its original care home use and benefits from wooden framed double-glazed windows and gas fired central heating.

The property is set back from Great Wood Road behind a foregarden and car park, within circa. 220 metres from Coventry Road providing access to a wide range of neighbourhood shops and amenities, circa. 1 mile from Bordesley Train Station and 1.9 miles to the east of Birmingham City Centre.

#### Planning

Planning permission was granted by Birmingham City Council on 15th April 2014 (Application Number 2014/00579/PA) for a change of use from Care Home (C2) to Community based office (B1). A Discharge of Condition application was approved on 20th June 2014 (Application Number 2014/02982/PA) in relation to parking and cycle storage.

#### Accommodation:

##### Ground Floor

Open plan lounge/kitchen, inner hallway, wet room with W.C., laundry room, former bathroom with W.C. (bath has been removed), four offices (previously double bedrooms) all with wash basins.

##### First Floor

Stairs and landing, two offices, interconnecting bathroom with W.C (one office was previously a bedroom with en-suite bathroom with W.C.).

#### Outside:

Lawned foregarden, secure gated car park, outside store (not inspected) and enclosed garden.

#### Gross Internal Area

**Ground Floor** – 173.17sq metres (1,864sq ft)

**First Floor** - 47.21sq metres (508sq ft)

**Total Floor Area** - 220.38sq metres (2,372sq ft)

#### Legal Documents:

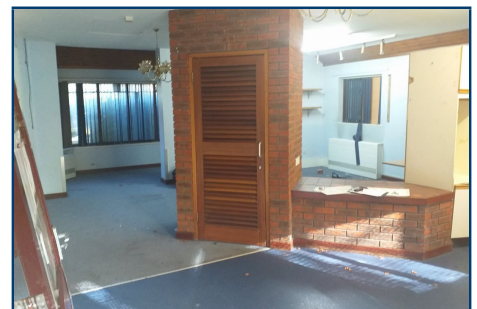
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Note:** The seller advises there is a restrictive covenant in place preventing the property from use for trade or business. Prospective parties are advised to inspect the legal pack and satisfy themselves, prior to bidding.



#### Viewings:

Via Cottons - 0121 247 2233



**LOT 16**
**Freehold Vacant Former Banking Premises with Re-development Potential**

\*Guide Price: £200,000 - £220,000 (+Fees)

**14 Station Road, Albrighton, Wolverhampton, West Midlands, WV7 3QG**

**Property Description:**

A re-development opportunity located in the sought-after Shropshire Village of Albrighton and comprising of a former banking premises with attached rear barn, driveway and parking area.

The property was formerly occupied by Barclays Bank located in the village centre alongside a range of local retail amenities and services and has previously had planning consent for conversion of the building into three residential dwellings.

The property is brick construction with pitched tile clad roof and the height of the rear barn is suitable for creation of first floor/mezzanine accommodation.

Station Road runs directly off Albrighton Bypass (A41) to the North and leads to High Street in the South and Albrighton comprises of a popular village with its own Railway Station located on Station Road and both the station and the A41 provide commuting access to Wolverhampton being within approximately 10 miles to the South East.

**Planning History:**

Planning consent was granted by Shropshire Council (Reference 11/01080/FUL) and dated 29th November 2011 for conversion of former banking premises and attached barns into three residential dwellings to include insertion of roof lights. This planning consent has now lapsed and all interested parties should contact the Planning Department at Shropshire Council prior to bidding to discuss any proposals they may have for the site.

**Accommodation**
**Ground Floor**

Former banking hall, office, lobby, barn with various storage rooms to the ground and first floors, toilets with WC and wash basin.

**Total Gross Internal Area:** 218 sq.m (2346 sq.ft)

**Legal Documents:**

Available at [www.cottons.co.uk](http://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 17

### Freehold Vacant Derelict Bungalow (Redevelopment Opportunity) \*Guide Price: £75,000 - £85,000 (+Fees)

#### Bungalow Rear of 628 To 636, Kingsbury Road, Birmingham, Birmingham B24 9PJ

##### Property Description:

A derelict, detached bungalow situated within parcel of land extending to approximately 397.74 sq.m (4,281 sq.ft). The bungalow itself requires redevelopment or the site may offer potential for demolition of the existing property and redevelopment of a new proposed scheme, all interested parties must satisfy themselves in full with any proposals they have prior to bidding with Birmingham City Council.

The property is accessed via a shared driveway between No 636 Tyburn road and the Lidl Supermarket next to the junction where the Kingsbury road and the Tyburn road meet.

**Legal Documents:** - [www.cottons.co.uk](http://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



Entrance From Kingsbury Road



## LOT 18

### Freehold Residential Ground Rents, Land/Roadways \*Guide Price: £100 - £200 (+Fees)

#### Land/Roadways & FGR 45 & 45a Hilltop Drive, Hodge Hill, Birmingham, B36 8JT

##### Property Description:

Two Freehold Residential Ground Rent Investments secured on modern properties, located in Hodge Hill, along with potentially valuable land and estate roadways.

Each plot is developed to provide a modern bungalow of traditional brick and tile construction.

The property also includes a parcel of land, which may have some latent potential and which, in any event, may be capable of releasing "marriage value" if merged with adjacent or adjoining land-holdings.

Interested parties should refer to the Legal Pack in order to identify the land.

##### Accommodation:

##### Lease Details:

##### 45 and 45a Hilltop Drive:

A pair of semi-detached bungalows, subject to a ground lease for a term of 999 years, commencing 25th December 1973 at an annual Ground Rent of £6.66.

The remaining parts of this lot, in the form of the estate roadways and land, are offered with vacant possession.



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

##### Legal Documents:

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

##### Viewings:

External only.



45 & 45A HILLTOP DRIVE

**LOT 19**
**Freehold Vacant Semi-Detached House (7 Bed HMO).**

\*Guide Price: £270,000 - £290,000 (+Fees)

**248 Kingsbury Road, Erdington, Birmingham, West Midlands, B24 8QY**

**Property Description:**

A three storey semi detached property of rendered brick construction surmounted by a tiled roof set back from the road behind a block paved foregarden allowing for off road parking.

The property has been previously used as a seven bedroom licensed HMO (House of Multiple Occupancy) ref:R20610, having seven double bedrooms along with communal lounge, dining room and kitchen. The property benefits from having UPVC double glazing and gas fired central heating and all seven bedrooms have wash basins. The property has had some repair works carried out to the main roof and valley, however does require some additional modernisation and improvement works. The property is located on the Kingsbury road situated between the junctions of Wood End Lane and Arton Croft. Kingsbury Road is found off Gravelly Hill that provides direct access to both Birmingham city centre and junction 6 of the M6 Motorway network. The property is also within walking distance to Erdington High street that provides a wide range of shops and amenities.

**Ground Floor**

Entrance Hallway, Communal Lounge, Bedroom 1, WC, Dining Room, Kitchen, Stairs

**First Floor**

Bedroom 2, Bedroom 3, Bedroom 4, Bathroom having panelled bath with wash basin, WC and bidet, Shower Room having shower cubicle and wash basin, Stairs,

**Second Floor**

Bedroom 5, Bedroom 6 and Bedroom 7 (Split Level Room).

**Outside:**

**Front:** Block paved foregarden allowing for off road parking

**Rear:** Patio area, brick built store and lawned garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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



## LOT 20

### Freehold Ground Rent Investment Secured on Twelve Flats

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

#### Cameo Court, 317 - 339 Kenilworth Road, Balsall Common, Coventry CV7 7DL

##### Property Description:

A valuable Freehold Ground Rent Investment secured on twelve purpose built flats known as Cameo Court, 317 - 339 Kenilworth Road and contained within a three storey development prominently situated fronting Kenilworth Road and set back behind a communal lawned foregarden. Each flat is understood to have two bedrooms and some have a lock up garage located in a rear courtyard.

The property is located in the centre of the popular commuter village of Balsall Common close to the junction with Station Road and within convenient access to a range of local retail shops and amenities including nearby Berkswell Train Station.

Each flat is subject to a long lease as follows:

Flat Number	Term of Lease	Annual Ground Rent
317 Kenilworth Court	110 years from 24 June 2003	£150.00
319 Kenilworth Court	110 years from 24 June 2003	£150.00
321 Kenilworth Court	110 years from 24 June 2003	£150.00
323 Kenilworth Court	110 years from 24 June 2003	£150.00
325 Kenilworth Court	110 years from 24 June 2003	£150.00
327 Kenilworth Court	110 years from 24 June 2003	£150.00
329 Kenilworth Court	99 years from 24 June 1962	£15.00
331 Kenilworth Court	99 years from 24 June 1962	£15.00
333 Kenilworth Court	110 years from 24 June 1962	£175.00
335 Kenilworth Court	189 years from 24 June 1962	Peppercorn
337 Kenilworth Court	189 years from 24 June 1962	Peppercorn
339 Kenilworth Court	182 years from 5 February 2021	Peppercorn
Total Income:		£1,105 p.a.



**Note:** Notices under Section 5b of the Landlord & Tenant Act 1987 have been served on all lessees a copy of which will be contained in the legal pack

**Legal Documents:**  
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only

## LOT 21

### Freehold Land/Roadways

\*Guide Price: £300 - £500 (+Fees)

#### Land at Bear Hill Drive, Alvechurch, Birmingham, West Midlands B48 7RG

##### Property Description:

A parcel of freehold land comprising of roadways, paths and verge areas, located on Bear Hill Drive which serves a range of modern housing and leads off The Gaunts.

The land is identified by the Land Registry Title Plan No: WR1457 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

##### Legal Documents:

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



## LOT 22

**Freehold Land**

\*Guide Price: £300 - £500 (+Fees)

### Land on the South West Side of Gunners Lane, Studley, Warwickshire B80 7LX

**Property Description:**

Various parcels of freehold land comprising roadways, paths and verge areas, held on four land registry titles and located off Gunners Lane and Arbury Road and predominantly serving a range of modern housing.

The land is identified by the Land Registry Title Plan No's WK12697, No: WK11251, No: WK11252 and No: WK14184 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



## LOT 23

**Freehold Land/Roadways**

\*Guide Price: £300 - £500 (+Fees)

### Land South East Side of Gunners Lane, Studley, Warwickshire B80 7LX

**Property Description:**

A parcel of freehold land comprising roadways, paths and verge areas, located off Gunners Lane, Teal Road, Mallard Road and Wickham Road and predominantly serving a range of modern housing.

The land is identified by the Land Registry Title Plan No: WK4459 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



## LOT 24

**Freehold Land/Roadways**

\*Guide Price: £300 - £500 (+Fees)

### Land to the South Side of, Birmingham Road and Linden Avenue, Kidderminster, Worcestershire DY10 3AF

**Property Description:**

Freehold land comprising roadways, paths and verge areas, located off Merton Close, Birmingham Road and Lindon Avenue and predominantly serving a range of modern housing.

The land is identified by the Land Registry Title Plan No: VVR7501 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



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## LOT 25

**Freehold Grazing Land & Stables - Circa 4.83 acres**  
 \*Guide Price: £210,000 - £220,000 (+Fees)

**Land at Gore Hill Newbury Road, Chilton, Didcot, Oxfordshire, OX11 0RP**



### Property Description:

An irregular shaped parcel of Freehold land with some low level post and wire fencing to boundaries, having been predominately used as equestrian land with a stable building, and extending to a total area of approximately 4.83 acres.

The land is accessed via a service road and private road within an estate known as 'Gore Hill', running parallel with the A34 and in a predominately rural location, conveniently situated circa. 1.7 miles from Chilton Village, circa. 6 miles from Didcot Town Centre and circa. 16 miles from Oxford City Centre.

**Stables** A wooden stable structure with what appears to be a bitumen corrugated pitched roof. Gross Internal Area – 41.37sq.m.

The site had a static caravan situated on the property, We have been advised by our client's they believe the caravan was in situation when the deceased former owner purchased the land on 17th March 2016 and did on occasion stay in the caravan.

**Total Site Area:** Total Site Area: 4.83 acres.

### Planning:

The site may offer development potential, however, no investigations or checks have been made in this regard and bidders are advised to make their own investigations with Vale of White Horse District Council prior to bidding.

**Legal Documents:** Available via [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only

**Note:** This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries and any changes may subsequently change the quoted site area.



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**LOT 26**

**Leasehold Investment - Three Bedroom Duplex Maisonette**  
\*Guide Price: £85,000 - £90,000 (+Fees)

**20 Westthorpe Grove, Hockley, Birmingham, West Midlands B19 3DA**

**Property Description:**

A Duplex maisonette forming part of a four storey, purpose built development and providing well laid out accommodation over both second and third floors. The property benefits from three good size bedrooms and offers excellent investment potential appealing to tenants working within the Jewellery Quarter or City Centre.

Westthorpe Grove comprises of a cul-de-sac which leads off Mosborough Crescent and via Unett Street off New John Street West. The property situated within Birmingham Ring Road, conveniently within one third of a mile from the Jewellery Quarter and one mile to the north west from Birmingham City Centre.

The property is let on a company tenancy to Serco Group PLC, a provider of public services on behalf of Central Government, at a rental of £599.50 pcm (£7,194 pa)

**Accommodation:**

**Ground Floor**

Communal Entrance with door entry system, Stairs and Landing to:

**Second Floor**

Reception Hall, Kitchen with range of units, Lounge/Dining Room.

**Third Floor**

Stairs and Landing, Bedroom One (Double), Bedroom Two (Single), Bedroom Three (Double), Bathroom with panel bath, wash basin, Separate wc.



**Outside:**

**Front:** Communal gardens and Resident's parking area.

**Leasehold Information:**

**Lease Term:** 99 Years from 29th September 1981

**Ground Rent & Service Charge:** Refer to Legal Pack.

**Legal Documents:**

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

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## LOT 27

### Freehold Vacant Three Bedroom Semi-Detached House

\*Guide Price: £148,000 - £158,000 (+Fees)

#### 89 Regent Road, Handsworth, Birmingham, West Midlands B21 8AR

##### 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 UPVC double glazing and gas fired central heating. Regent Road is located between both Rookery Road (A4040) and Sandwell Road

##### Accommodation:

##### Ground Floor

Entrance Hallway, Through Lounge (6.95 x 3.79m), Kitchen (3.03 x 1.64m), Stairs to

##### First Floor

Having Bedroom 1 (2.82 x 3.22m), Bedroom 2 (3.16 x 3.65m), Bedroom 3 (1.93 x 2.29m) and Bathroom (2.32 x 1.88m) with panelled bath, wash basin and WC

##### Outside:

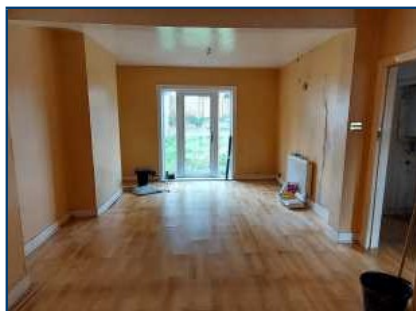
**Front:** Block paved foregarden allowing for off road parking

**Rear:** Patio area and lawned garden with brick built store

##### Legal Documents – Available at

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

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



## LOT 28

### Leasehold Investment - One Bedroom Flat - Rental Income £6,900 pa

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

#### Flat 31, Ryland House, Great Hampton Row, Birmingham, West Midlands, B19 3JH

##### Property Description:

A well laid out one bedroom flat located on the 8th floor of a purpose built block. The property benefits from, electric storage heating, UPVC double glazed windows and is offered for sale in a presentable condition. The property is located on Great Hampton Row at the junction with Unett Street. The Property is within approximately half a miles distance from Birmingham City Centre. The property is let on a company tenancy to Serco Group PLC, a provider of public services on behalf of Central Government, at a rental of £575 pcm (£6,900 pa)

##### Accommodation:

**Ground Floor:** Secure Communal Entrance with lift and stair access to 8th floor,

##### Eighth Floor

Secure Communal Landing, Reception Hall, Lounge, Kitchen with a range of fitted units, Double Bedroom, Bathroom with a panel bath with shower over, pedestal wash basin, and wc.

##### Outside:

Communal parking area

##### Leasehold Information

**Term:** 125 Years from 20th February 1995

**Ground Rent and Service Charge:** Refer to Legal Pack

##### Legal Documents:

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

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



## LOT 29

### Freehold Vacant Detached House With Three Bedrooms

\*Guide Price: £138,000 - £148,000 (+Fees)

#### 29 Bloxwich Road North, Willenhall, West Midlands WV12 5PG

##### Property Description:

A two storey detached dwelling house, surmounted by a pitched tile clad roof set back from the road behind a block paved forecourt, which provides off road carparking and benefitting from three bedrooms, garage, uPVC double glazed windows and gas fired central heating. The property forms part of a predominately residential area and is situated South of the junction with Church Road. The property is conveniently within approximately 1 mile from Willenhall Town Centre, 1 mile from the M6 Motorway (Junction 10) and 2 miles from Walsall Town Centre.

##### Accommodation:

###### Ground Floor

Porch, Reception Hall, Cloakroom with WC, Lounge (4.68m x 3.02m), Dining Area (2.62m x 5m approx), Kitchen (4.04m x 2.60m), Separate Dining Room (3.75m x 1.83m), Integral Garage (5.22m x 3.03m)

###### First Floor

Stairs and Landing, Bedroom One (4.94m x 3.01m), Bedroom Two (4.43m x 3.02m), Bedroom Three (3.17m x 1.85m), Bathroom with bath, glazed shower enclosure, pedestal wash hand basin and WC.

**Outside:**Front: Paved forecourt providing off road parking.

**Outside:**Rear: Patio and lawned garden.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Note: All interested parties are advised to inspect the mining search available in the Legal Pack

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



## LOT 30

### Freehold Land/Roadways

\*Guide Price: £300 - £500 (+Fees)

#### Land to the South Side of Blossomfield Road, Solihull, West Midlands B91 1TB

##### Property Description:

Freehold land comprising roadways, paths and verge areas, located off Emscote Green, Ravenswood Drive, Overslade Road and Blossomfield Road and predominantly serving a range of modern housing and lock up garage sites.

The land is identified by the Land Registry Title Plan No: WK15774 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

##### Legal Documents:

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

##### Viewings: External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



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

## LOT 31

**Freehold Land**

\*Guide Price: £300 - £500 (+Fees)

### Land on the North Side of, Lugtrout Lane, Solihull, Solihull B91 2TN

**Property Description:**

Freehold land located to the rear of the 375-401 Lugtrout lane (excluding 391).

Lugtrout lane serves a range of predominantly detached houses and is located off Hampton lane (B4102).

The land is identified by the Land Registry Title Plan No: WK16354 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



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

## LOT 32

**Freehold Land/Roadways**

\*Guide Price: £300 - £500 (+Fees)

### Land at, Dovecot Close, Solihull, Solihull B91 2EP

**Property Description:**

Freehold land comprising roadways, paths and verge areas, located off Dovecot Close predominantly serving a range of modern housing.

The land is identified by the Land Registry Title Plan No: WK30255 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



## LOT 33

**Freehold Land/Roadways**

\*Guide Price: £300 - £500 (+Fees)

### Land on the North East Side of Widney Lane, Solihull, West Midlands B91 3LP

**Property Description:**

Freehold land comprising roadways, paths and verge areas, located off Ravenswood Drive and Widney Lane predominantly serving a range of modern housing and lock up garage sites.

The land is identified by the Land Registry Title Plan No: WK29008 and all interested parties should satisfy themselves in respect of the extent of the land being offered for sale.

**Legal Documents:**

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

**Viewings:** External Only

**Note 1:** The postcode is provided for identification purposes only.

**Note 2:** The land/roadways are subject to established third party rights of way.



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

## LOT 34

## Freehold Vacant 4 Bedroom Detached Dorma Bungalow (With Planning)

\*Guide Price: £480,000 - £520,000 (+Fees)

9 Chestnut Close, Solihull, West Midlands, B92 7DS



### Property Description:

A four bedroom detached dorma bungalow of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to double garage providing secure off road parking. The property does benefit from having UPVC double glazing and plumbing for gas fired central heating however requires modernisation and improvement throughout. The majority of the property has been stripped back to brickwork and the property further benefits from having planning for both front and rear extensions. The property is located in a popular and sought after area and is situated in a cul-de-sac known as Chestnut Close which in turn is found off Kineton Green Road.

### Planning

Planning Consent was granted by Solihull Metropolitan Borough Council dated 15th of June 2022 (Ref: PL/2022/00599/MINFHO) for a single storey front and rear extensions with loft extension to front and rear

### Accommodation:

#### Existing Accommodation:

#### Ground Floor

Entrance Hallway, Kitchen, Dining Area, Lounge, Conservatory, Bedroom 1, Bathroom and Separate WC, Stairs

#### First Floor

Landing, Bedroom 2 to 4 and Bathroom with panelled bath, wash basin and WC

#### Outside:

**Front:** Lawned foregarden and driveway giving access to double garage  
**Rear:** Lawned garden

### Proposed Accommodation:

#### Ground Floor

Entrance Porch, Entrance Hallway, Full Length Kitchen/Dining Area, Lounge, Bedroom (with en-suite), Family Bathroom

#### First Floor

Bedrooms 1 to 4 all with en-suite and Study Room

#### Outside:

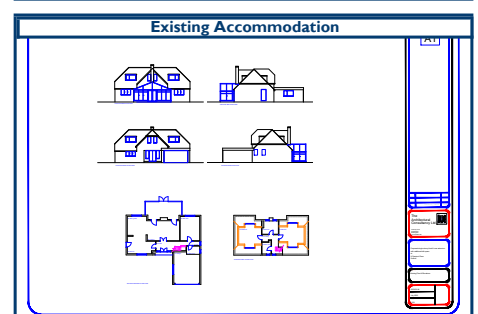
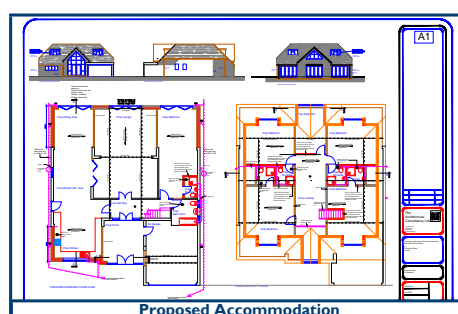
**Front:** Lawned foregarden and driveway giving access to double garage  
**Rear:** Lawned garden

### Please Note:

Completion will be 8 weeks from exchange of contracts.

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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



**LOT 35**
**Freehold Vacant (Three Bedroom Semi Detached House)**

\*Guide Price: £135,000 - £145,000 (+Fees)

**11 Kimberley Avenue, Alum Rock, Birmingham, West Midlands B8 3LB**
**Property Description:**

A three bedroom semi detached property of brick construction set back from the road behind a block paved driveway allowing for off road parking. The property benefits from UPVC double glazing and gas fired central heating. Kimberley Avenue is a cul-de-sac located off Tary Road which in turn can be found off both Nansen Road and Harts Road.

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

Entrance Hallway, Reception Room 1: (3.89m x 2.67m), Reception Room 2: (3.48m x 3.58m), Kitchen: (1.91m x 2.82m), Bathroom (2.61m x 1.74m) having panelled bath, wash basin and WC, Stairs,

**First Floor**

Bedroom 1: (3.48m x 3.40m), Bedroom 2: (3.84m x 3.73m), Bedroom 3: (2.82m x 1.91m)

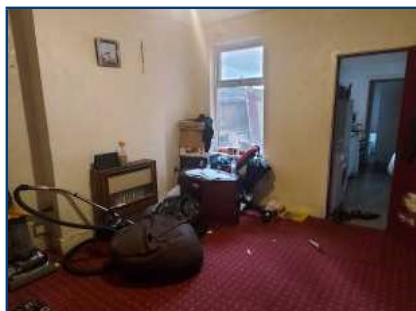
**Outside:**

**Front:** Block paved driveway allowing for off road parking

**Rear:** Garden

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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



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## LOT 36

### Freehold Vacant Detached Property (3 Self Contained Flats). \*Guide Price: £265,000 - £275,000 (+Fees)

44 Elmdon Road, Acocks Green, Birmingham, B27 6LH



#### Property Description:

A detached property of brick construction surmounted by a tiled clad roof set back from the road behind a lawned foregarden. The property has been converted to provide three separate self contained flats. The property benefits from UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. Elmdon road is a cul-de-sac located off Yardley Road and the property is within a quarter of a mile distance from both Acocks Green railway station and the main shopping area that contains a wide range of shops and amenities.

#### Accommodation:

(All measurements are maximum length & width)

#### Ground Floor

Communal Entrance hallway with access to stairs:

**Flat 1:** Lounge (5.97 x 2.70m), Kitchen (3.22 x 2.42m), Bedroom (6.02 x 3.40m) and shower room (2.47 x 2.29m) having shower cubicle, wash basin and wc.

#### First Floor

**Flat 2:** Lounge (3.78 x 3.13m), Kitchen (2.55 x 1.96m), Bedroom 1 (3.94 x 3.26m) intercommunicating with Bedroom 2 (3.04 x 1.81m) and shower room (2.40 x 2.30m) having shower cubicle, wash basin and wc.

#### Second Floor

**Flat 3:** Lounge/Bedroom (5.18 x 4.54m), Kitchen (1.51 x 2.79m) and shower room (3.17 x 1.95m) having shower cubicle, wash basin and wc.

#### Outside:

Front: Lawned foregarden

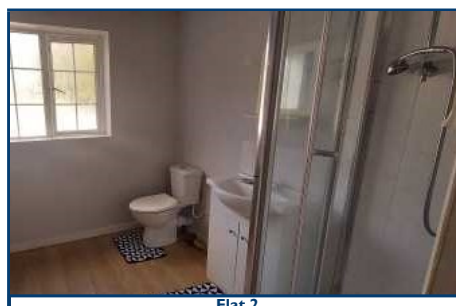
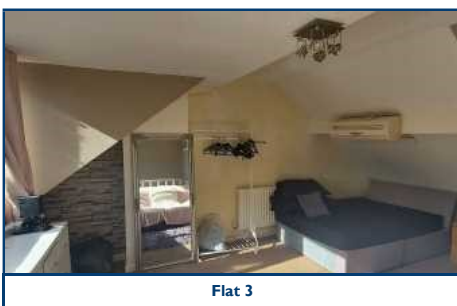
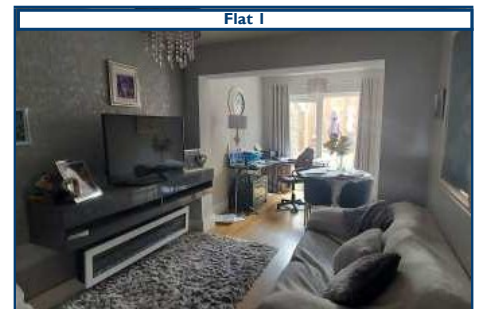
Rear: Garden Area

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233



Flat 3

Flat 2

Flat 2

## LOT 37

### Freehold Vacant Land & Workshop Building

\*Guide Price: £20,000 - £26,000 (+Fees)

#### Land & Workshop Adj, 163 Chester Road, Sutton Coldfield, West Midlands B73 5BB

##### Property Description:

A parcel of freehold land rectangular in shape, situated to the rear of 163 Chester Road and extending to an area of approximately 185 sqm (1989 sq.ft.). The land is accessed from Chester Road (A452) via a shared right of way located between 161 and 163 Chester Road and currently contains a large workshop/garage building of concrete block construction, requiring further building works to make secure and watertight.

The workshop is situated in a predominantly residential area located approximately 1/4 mile to the South-east of New Oscott and 1 1/2 miles to the South-west of Sutton Coldfield Town Centre.

##### Services

No services are connected

##### Legal Documents::

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

##### Viewings::

External only.



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



## LOT 38

### Leasehold Vacant - Two Bedroom Flat

\*Guide Price: £56,000 - £64,000 (+Fees)

#### Flat 50 Normanton Tower, Portfield Grove, Birmingham, West Midlands B23 5UB

##### Property Description:

A well laid out two bedroom flat situated on the eighth floor of a purpose built block and benefiting from double glazing and gas fired central heating and being offered for sale in presentable condition throughout. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet. The property is situated adjacent to the new build development on the Lyndhurst estate.

Please Note: The property will be sold as seen including most fixtures, fittings and furniture.

##### Accommodation:

###### Ground Floor

Communal Entrance, Lifts and Stairs

###### Eighth Floor

Entrance Hallway, Lounge (with door to double glazed balcony area), Kitchen, Two Double Bedrooms, Bathroom having panelled bath with shower over, wash basin and WC

###### Outside:

Communal gardens and parking

Term: 125 Years from 8 August 1994

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

Legal Documents – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings – Via Cottons – 0121 247 2233



**LOT 39**

**Freehold Mixed Use Investment Opportunity with Potential**  
\*Guide Price: £400,000 - £430,000 (+Fees)

**By Instruction of the Mortgagees**

**52 & 54 St. Marys Road, Market Harborough, Leicestershire, LE16 7DU**



**Property Description:**

A substantial property having investment/re-development potential, originally a pair of four storey dwelling houses of traditional brick construction surmounted by a pitched tile clad roofs, which have been joined and comprising a four storey end terraced property with nail bar/retail shop to the ground floor with basement flat and flat accommodation to first and second floors, along with a detached residential property divided into three self-contained flats and extended to the rear. With the exception of the retail shop at No. 52 and ground floor flat at No. 54 the property is in need of modernisation and improvement throughout.

The properties are situated fronting St Mary's Road located in the centre of Market Harborough a short walk to the East of the Town Centre. Market Harborough comprises of an historic market town located to the South-east of the County of Leicestershire bordering Northamptonshire with ease of access to both the A6 and A14 trunk roads. The latter providing direct access to the M1/M6 motorways.

**Planning** All interested parties are advised to refer to the Planning Portal on the website of Harborough District Council containing extensive planning history including various approvals (subject to conditions), consenting to the conversion of the property into a variety of flats. All interested parties are responsible for satisfying themselves in relation to the current planning status of the property.

**Tenancy Information** The property is vacant with the exception of the ground floor retail shop (No. 52) let as a nail salon on a Law society Lease for a term of 6 years from 1st August 2017 at a rental of £8,500 p.a. with 3 yearly rent reviews.

**Accommodation**

**52 St Mary's Road**

**Ground Floor:** Nail Bar/Retail Shop 30.82 sq.m (331 sq.ft) Washroom 3.37 sq.m (36 sq.ft), Staff Room 11.92 sq.m (128 sq.ft) including toilet with WC and wash basin.

**Lower Ground Floor:** Living Room with kitchen - 6.46m x 4.41m, Bedroom 3.66m x 2.79m, Shower Room with wash basin and WC.

**First Floor:** Hallway, Room One 4.54m x 3.37m, Room Two 3.65m x 3.11m, Kitchen 3.95m x 3.05m.

**Second Floor:** Internal Stairs and Landing, Room Three 4.14m x 3.62m, Room Four 3.14m x 2.93m, Bathroom 3.89m x 2.9m with bath, shower, wash basin, WC.

**54 St Mary's Road**

**Ground Floor:** Entrance Hall, Open Plan Lounge/Kitchen 5.86m x 4.25m, Bedroom One 3.06m x 2.32m with ensuite shower room having WC and wash basin, Bedroom Two 3.27m x 3.18m with ensuite shower room having WC and wash basin.

**Outside:** Small decked terrace.

**Lower Ground Floor** With Large Hallway 7.98m x 1.76m, Room One 4.04m x 3.21m with ensuite shower room having wash basin and WC, Room Two 3.35m x 3.08m, Room Three 3.19m x 2.37m, shower room with WC and wash basin, Living Area 4.7m x 2.53m, Kitchen 3.61m x 3.23m, Room Four 4.7m x 2.9m, Room Five 3.66m x 2.88m.

**First Floor:** Hallway, cloakroom with WC and wash basin, Room One 4.51m x 3.42m with store and shower room with WC and wash basin, Room Two 3.63m x 3.25m with Kitchen units,

Landing Room 5.13m x 1.94m, internal stairs to:  
**Second Floor:** Room Three 5.4m x 3.99m, Room Four 3.67m x 3.30m, Shower Room with WC and wash basin.

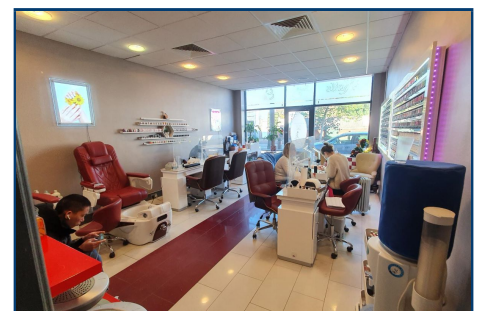
**Outside Rear:** Small garden.

**Legal Documents:**

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

**Council Tax:** Flats 52A & Basement flat are both Band A. Remaining flats are unlisted. Refer to Harborough Council for further information.

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



**LOT 40****Freehold Vacant Semi Detached House with Three Bedrooms**

\*Guide Price: £230,000 - £250,000 (+Fees)

**38 Meadowside Road, Four Oaks, Sutton Coldfield, West Midlands, B74 4SJ****Property Description:**

A residential refurbishment opportunity comprising of an extended semi-detached family dwelling house of two storey brick construction surmounted by a pitched tile clad roof requiring repair, modernisation and improvement throughout and offering scope for further extension to the side and rear (subject to obtaining planning consent), to increase the existing accommodation.

The property forms part of the highly regarded residential area of Four Oaks and Meadowside Road leads off Butlers Lane which in turn leads off Clarence Road and the property is conveniently within approximately 1/4 mile from Butlers Lane Railway Station providing commuting access to the cities of Birmingham and Lichfield, approximately 1/2 mile to the North of Sutton Park and 2 miles from Sutton Coldfield Town Centre.

**Accommodation:**

**Ground Floor:** Reception Hall, Through Lounge/Dining Room: 7.43m x 4.02m (maximum), Dining Kitchen: 7.14m x 2.57m, Rear Reception Room: 3.64m x 2.85m.

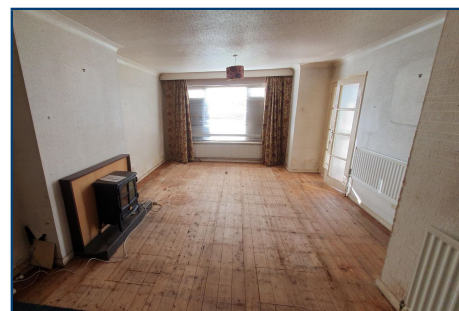
**First Floor:** Stairs and Landing: Bedroom One (Double): 4.14m x 3.34m, Bedroom Two (Double): 3.32m x 3.15m, Bedroom Three (Single): 2.58m x 1.85m, Bathroom: 1.68m x 1.65m with bath and wash basin, Separate WC.

**Outside:** Front: Lawned foregarden, paved driveway to full length Side Garage: 5.94m x 2.73m.  
**Outside:** Rear: Garden.

**Legal Documents:**Available via [www.cottons.co.uk](http://www.cottons.co.uk)**Viewings:**

Via Cottons - 0121 247 2233

**Harveys**  
 of MERE GREEN



**LOT 41**

**Freehold Vacant High Street Retail Premises with Duplex Flat**  
\*Guide Price: £90,000 - £98,000 (+Fees)

**35 Birmingham Street, Oldbury, West Midlands, B69 4DY**



**Property Description:**

A three/four storey traditional built premises of brick construction with part tiled/part flat roof situated directly fronting Birmingham Street and located within Oldbury Town Centre. The ground and lower ground floors have been previously used as Funeral Director's offices and the first and second floors as a duplex flat and the property further benefits from a rear yard/car parking area which is accessed from Birmingham Street via Low Town. The retail area of the property is generally in a good and well-maintained condition and we are advised that the flat accommodation requires complete refurbishment and modernisation although this has not been inspected.

Birmingham Street leads directly off Birmingham Road (A457) and the property is conveniently located for access to a wide range of local retail amenities and services within the Town Centre along with the M5 motorway (Junction 2) which is within approximately 1 mile to the south.

**Accommodation**

**Ground Floor**

Reception area with Private Office: 22.73 sqms (244 sqft), Rear Office: 9.7sqms (104 sqft).

**Lower Ground Floor/Basement:**

Hallway with Rear Access, Store Room: 13.82 sqms (148 sqft), Kitchen: 5.69 sqms (61 sqft) including toilet with WC and wash basin.

**First & Second Floors**

Flat Accommodation with External Rear Stairs to First Floor (Not Inspected).

**Outside:**Rear : Yard/Car Parking Area.

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



## LOT 42

### Freehold Vacant Triple Lock Up Garage.

\*Guide Price: £9,000 - £12,000 (+Fees)

### Triple Lock up Garage to the South Side of, Crabtree Close, Redditch, Worcestershire B98 7JT

#### Property Description:

A triple lock up garage/workshop, with investment potential located in a block to the south side of Crabtree Close.

The garage is situated in a courtyard and approached by a shared driveway leading off the cul-de-sac. The garage is of brick wall construction with mono pitched roof and accessed by a single up-and-over door.

Crabtree Close contains a range of townhouses and maisonettes and leads off Wirehill Drive which in turn leads via Greenlands Drive off Alvechurch Highway (A441).

#### Legal Documents:

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

**Viewings:** External Only.



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

## LOT 43

### Freehold Vacant Detached House with Three Bedrooms

\*Guide Price: £130,000 - £140,000 (+Fees)

### 142 Duncroft Road, Yardley, Birmingham, West Midlands B26 2JD

#### Property Description:

A traditional detached house of two storey brick construction with a hipped tile clad roof set back from the road behind a tarmac driveway which provides off road car parking and benefitting from three bedrooms but requiring complete repair and refurbishment throughout. The property forms part of a popular and established residential area and Duncroft Road leads off Cockshut Hill which in turn leads off Garretts Green Lane. The property is situated within approximately 1 mile from both Yardley Shopping Centre and Coventry Road (A45) which provides direct access to Birmingham City Centre to the West and the M42 Motorway (Junction 6) the NEC and Birmingham Airport to the East.

#### Accommodation:

##### Ground Floor

Open Porch, Reception Hall, Front Reception Room: 3.9m x 3.73m, Rear Reception Room: 3.78m x 3.3m, Kitchen: 2.43m x 2.74m.

##### First Floor

Stairs and Landing, Bedroom One (Double): 3.73m x 3.33m, Bedroom Two (Double): 3.76m x 3.29m, Bedroom Three (Single): 2.39m x 1.86m, Bathroom: 2.08m x 1.59m with bath and wash basin, Separate WC.

**Outside:** Front: Tarmacadam Driveway providing off road parking.

**Outside:** Rear: Pedestrian access to large overgrown garden.



#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233



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**15 FEBRUARY 2023**

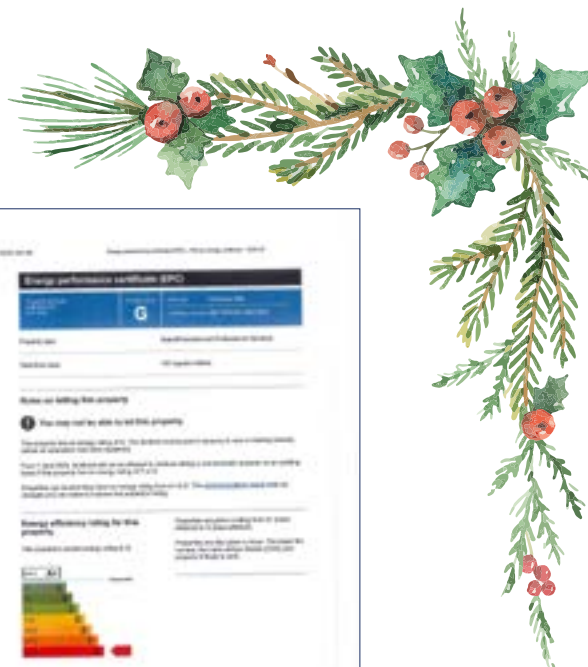
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- Residential and Commercial, Vacant and Investment Properties.
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9 MARKET STREET



35 BIRMINGHAM STREET



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The EPC was commissioned on:  
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This will be added to the Legal Pack and available on our website

52 & 54 ST. MARYS ROAD



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## Sale Memorandum

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**

**Date**

**Name and address of seller**

**Name and address of buyer**

**The lot**

**The price (excluding any VAT)**

**Deposit paid**

**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 disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

**A4 The particulars and other information**

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

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

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

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

**A5 The contract**

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

**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.

# LEGAL PACKS

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It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

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