Cottons
CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday **12 July** 2023: 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

0121 247 2233 | auctions@cottons.co.uk
www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

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

Auctioneers Advice

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

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

2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are tobe 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 fitments, drains and any other pipework, appliances, heating systems and electrical fitments. Prospective purchasers are advised to undertake their own investigations.

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

7. 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 enquires relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

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

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

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.

Cottons
CHARTERED SURVEYORS

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, Mark Judd.

A Collective Auction Sale Of 34 Lots

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

Order of sale

LOT	ADDRESS	TENURE
1	Garages 1-8 Bills Lane, Shirley B90 2PP	Freehold Garages
2	133 Bordesley Green Road, Bordesley Green, Birmingham B9 5EG	Freehold Vacant Residential
3	140 Tanhouse Farm Road, Solihull, West Midlands B92 9EY	Leasehold Vacant Residential
4	7 Alexander Road, Smethwick, West Midlands B67 5PX	Freehold Vacant Residential
5	Fgr 21 Woodham Close, Rubery, Rednal, Birmingham B45 9YP	Freehold Ground Rent
6	395 Lodge Road, Hockley, Birmingham B18 5PW	Freehold Commercial Investment
7	Flat 6, Kingsbury Court, 194 Gravelly Hill, Birmingham B23 7PE	Leasehold Residential Investment
8	9 Southfield Avenue, Edgbaston, Birmingham B16 0JN	Freehold Residential Investment
9	17 Twyning Road, Edgbaston, Birmingham B16 0HJ	Freehold Vacant Residential
10	17-19 Halesowen Road, Netherton, Dudley DY2 9QG	Freehold Commercial Investment
11	250 Gillott Road, Edgbaston, Birmingham B16 0RU	Freehold Residential Investment
12	676 Stratford Road, Sparkhill, Birmingham B11 4AS	Freehold Residential Investment
13	1819 - 1823 Pershore Road, Cotteridge, Birmingham B30 3DN	Freehold Vacant Commercial
14	1 Dormston Trading Estate, Burton Road, Dudley, West Midlands DY1 2UF	Freehold Vacant Office Premises
15	35 Birmingham Street, Oldbury, West Midlands B69 4DY	Freehold Vacant Commercial
16	328a Jockey Road, Sutton Coldfield, West Midlands B73 5XL	Freehold Vacant Residential
17	The Red Lion, 33 High Street, Brierley Hill, DY5 3AU	Freehold Vacant Public House
18	77 Elizabeth Road, Sutton Coldfield, West Midlands B73 5AP	Freehold Vacant Residential
19	1 Gladys Road/90a Ethel Street, Smethwick, West Midlands B67 5AN	Freehold Residential Investment
20	Bosnia House, 36 Medley Road, Greet, Birmingham B11 2NE	Freehold Vacant Community Centre
21	The Cinnamon Tree, Wood Road, Coalville, Leicestershire LE67 1GE	Freehold Vacant Restaurant Premises
22	1-3 Bell Hill, Rothwell, Kettering, Northamptonshire NN14 6ET	Freehold Commercial Investment
23	24 Market Hill, Rothwell, Kettering, Northamptonshire NN14 6BW	Freehold Vacant Restaurant & Office Premises
24	18 Booths Farm Road, Great Barr, Birmingham B42 2NH	Freehold Vacant Commercial
25	Flat 3 Mitcham Court, 36 Abdon Avenue, Birmingham B29 4PH	Leasehold Vacant Residential
26	The Red Lion, Witley Road, Holt Heath, Worcester WR6 6LX	Freehold Vacant Public House
27	Land Fronting, Victoria Street, Hednesford, Cannock, WS12 1BT	Freehold Land
28	Land East Side Of Turnhurst Road, Packmoor, Stoke-on-trent ST7 4QR	Freehold Building Plot
29	1 Glaisdale Road, Hall Green, Birmingham B28 8PX	Freehold Vacant Residential
30	54 Calshot Road, Great Barr, Birmingham B42 2BT	Freehold Vacant Residential
31	Montague House, 8 Worcester Road, Malvern, Worcestershire WR14 4QW	Freehold Vacant Commercial
32	38 Rangeways Road, Kingswinford, West Midlands DY6 8PN	Freehold Vacant Residential
33	37/38 High Street, Quarry Bank, Brierley Hill, West Midlands DY5 2AA	Freehold Commercial Investment
34	76 Upper Bar, Newport, Shropshire TF10 7AW	Freehold Commercial Investment

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

If you need any help 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 you bidding and our bank details will be provided once we have processed your bidding form.

DUE DILIGENCE

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

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 Re-serve Price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

THE AUCTION DAY

What happens on the day of the auction?

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

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

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

FALL OF THE HAMMER

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

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

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

POST ACUTION

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.

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

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.

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

Type of Bid (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:

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 (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.
Please complete one form for each property you intend to bid for. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.
We will undertake an electronic ID check as part of our compliance with Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.
If you are bidding on behalf of somebody else, you will need to provide written authority from them instructing you to bid along with there full name, address and certified ID
The Bidder shall be deemed to have read the auction catalogue available in either hard copy or on our website, inspecting the Conditions of Sale, Auctioneer's Advice applicable to the auction sale, the Auction Buying Guide, the particulars sale for the relevant Lot/s and the Legal Documents/Pack including the Contract/Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any addendum comments relating to the relevant Lot. The addendum is available on our website www.cottons.co.uk or at the Auction and is read by the Auctioneer prior to commencement of bidding.
The Proxy bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The auctioneer will not bid on Proxy bids beyond the maximum authorised bid and neither can they control the eventuality where a bid equal to the maximum proxy bid is placed by another bidder. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction. The Maximum bid price on Proxy bids must be an exact figure.
The Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The Auctioneer's will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link during bidding and where clear instructions by the telephone bidder cannot be conveyed, we shall withdraw the telephone bid, and in this event the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.
Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day and can commence bidding when the intended Lot is being offered, however should there be any interruption or suspension of internet services, the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.
Cottons make no charge for remote bidding services and reserve the right not to bid on behalf of any Telephone/Proxy/In- ternet 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 Cars 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 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

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

Cottons
CHARTERED SURVEYORS

We require properties for our next auction

13 September 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:

18 August 2023

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

Cottons
CHARTERED SURVEYORS

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

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £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

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.

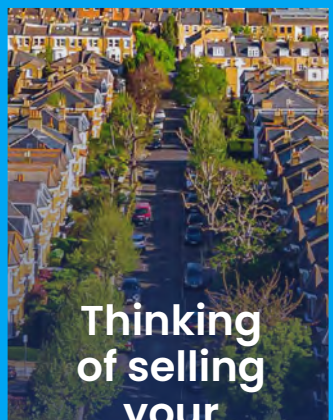
In Room Auction Deposits may be paid by the following methods:

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



Thinking of selling your property?

We require all types of properties for our forthcoming auction on the

13 Sept 2023

LOT 1

Freehold Lock Up Garage Investment Opportunity
*Guide Price: £50,000 - £58,000 (+Fees)

Garages 1-8, Bills Lane, Shirley, Solihull, West Midlands B90 2PP

Property Description:
A long established and well maintained lock up garage investment opportunity comprising of a parade of 8 lock up garages located to the rear of an apartment block known as Yew Tree House and accessed directly from Bills Lane by a tarmacadam vehicular right of way and yard area.

The garages are of brick construction with steel up and over doors.

The immediate surrounding area contains a variety of apartments and private residential dwelling houses and the property is located to the Southern boundary of Shirley close to open countryside.

Bills Lane leads directly off Haslucks Green Road which in turn provides access to Stratford Road (A34).

Rental Income
All garages are let on garage licences at rental ranging from £50 - £60 per calendar month
Total Rental Income: £465 per calendar month (£5,580 per annum).

Legal Documents:
Via www.cottons.co.uk

Viewings: External Only

ACCESS FROM BILLS LANE

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

LEGAL PACKS

Once you have successfully bid for a property you have become the **legal purchaser and are duty bound** to complete within the contractual time scale.

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

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

Cottons
CHARTERED SURVEYORS

HOUSING
AUCTIONS
DEVELOPMENT
COMMERCIAL

Call our Auction Team today!

0121 247 2233

Follow us on
@Cottonscs

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

LOT 2

Freehold Vacant Mid Terraced House with Two Bedrooms
*Guide Price: £100,000 - £110,000 (+Fees)

133 Bordesley Green Road, Birmingham, West Midlands B9 5EG

Property Description:
A mid terraced house of traditional brick construction, surmounted by a pitched tile clad roof, benefitting from gas fired central heating and UPVC double glazed windows but requiring modernisation and improvement throughout.

The property is set back from the road behind a small walled foregarden and Bordesley Green Road forms part of an established mixed use area and leads directly off Bordesley Green (B4128), approximately 2 miles to the east of Birmingham City Centre.

Accommodation:
Ground Floor
Reception Hall, Front Reception Room: 3.44m x 2.38m, Rear Reception Room: 3.49m x 3.33m, Inner Hall with built in understairs cupboard, Kitchen: 2.61m x 1.76m.

First Floor
Stairs and Landing, Bedroom One (Double): 3.45m x 3.31m, Bedroom Two (Small Double): 3.49m x 2.39m, Bathroom: 2.67m x 1.8m with panelled bath, pedestal wash hand basin, WC.

Outside:
Front: Walled foregarden.
Rear: Yard with shared pedestrian access and a separate garden.

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

Viewings: Via Cottons - 0121 247 2233

Want to know a secret?
We arrange Buy-to-Let Mortgages in auction timescales

With DMI it's as easy as 1,2,3:

1 Contact us before the auction or on the day with property details

2 We provide a free appraisal of your finance options

3 Bid at auction with confidence, a step ahead of the competition

Get in touch today for a fast response to your requirements

Call us on 01249 652 939
Email info@dmifinance.com
Or Visit www.dmifinance.com

See us at today's auction

dmi the auction finance specialist
Suite 6, Forest Gate, London Rd, Chippenham, Wiltshire, SN15 3RS

See us on Linkedin and Twitter

NACFB Helping Fund UK Business

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

LOT 3

Leasehold Vacant Two Bedroom Flat
*Guide Price: £110,000 - £120,000 (+Fees)

140 Tanhouse Farm Road, Solihull, West Midlands, B92 9EY

Property Description:
A Ground floor two bedroom flat situated in a three story purpose built block set back from the road behind communal gardens and parking area. The property benefits from having UPVC double glazing, electric heating and a garage located in a secure separate block. The flat requires modernisation and improvement. Tanhouse Farm Road is located off Old Lode Lane and the property is adjacent to Elmdon Park.

Accommodation:
Ground Floor
Communal Entrance with secure door entry system,
Flat 140
Entrance Hallway, Lounge (6.08 x 3.19m), Kitchen (2.10 x 2.93m), Bedroom 1 (4.52 x 2.70m), Bedroom 2 (3.32 x 1.98m), and Bathroom (2.08 x 1.73m), having panelled bath with shower over, wash basin and WC
Outside:
Communal lawned gardens and parking area with garage located in a secure separate block

Leasehold Information
Term: 125 years from 24 June 1982
Rent: A peppercorn
Service Charge: Refer to Legal Pack

Please Note:
The freeholder of the Tanhouse Farm development has agreed that an extended lease of the Property for a term of 999 years from and including 24th June 1982 shall be available to the buyer (in substantially the form of the draft lease attached in the Legal Pack) subject to payment of a premium of £2,500.00 and the freeholder's agents fees of £240.00 (inclusive) and legal fees of £625.00 plus VAT and disbursements. This is provided the Lease extension is completed before the end of 2023.

Legal Documents
Available at www.cottons.co.uk

Viewings
Via Cottons – 0121 247 2233

Views of Elmdon Park

Secure Garage Area

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

LOT 4

Freehold Vacant Mid Terraced House with Three Bedrooms
*Guide Price: £135,000 - £145,000 (+Fees)

7 Alexander Road, Warley, West Midlands B67 5PX

Property Description:
A mid terraced house of two storey brick construction surmounted by a pitched tile clad roof set back from the road behind a paved fore garden benefitting from three bedrooms, but offered in a shell condition, stripped of all fixtures fittings and plaster ready for modernisation and refurbishment.

Alexander Road forms part of an established and popular residential area which leads off Norman Road and the property is conveniently within a short walk of Warley Woods Park and conveniently within 1 mile of Bearwood Shopping Centre.

Accommodation:
Ground Floor: Entrance Hall, Lounge: 4.04m x 3.66m, Full Width Kitchen/Dining Room: 5.01m x 3.05m.

First Floor: Stairs and Landing, Bedroom One (Double): 3.63m x 2.59m, Bedroom Two (Single) L Shaped: 2.92m x 2.78m maximum, Bedroom Three (Double), 4.04m x 3.06m, Bathroom: 2.18m x 1.41m.

Outside:
Front: Paved forecourt.
Rear: Shared pedestrian entry access to rear, paved patio and a long partly lawned garden.

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

Viewings:: Via Cottons - 0121 247 2233

LOT 5

Freehold Ground Rent Secured on a Modern Detached House
*Guide Price: £6,000 - £8,000 (+Fees)

FGR 21 Woodham Close, Rednal, Birmingham, West Midlands B45 9YP

Property Description:
A freehold ground rent investment secured upon a modern detached house of two-storey brick construction with pitched tile clad roof, set back behind a driveway providing off road car parking.

The property is situated in a cul de sac leading via Thurloe Crescent off New Inns Lane in the popular residential area of Rednal.

The property is subject a long lease term of 99 years from 29 September 1979 (approx. 55 years unexpired) at a ground rent of £75 per annum.

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

Viewings:
Not Applicable

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

LOT 6

Freehold Hot Food Takeaway and Flat Investment (Rent: £12,600 p.a.)
*Guide Price: £115,000 - £125,000 (+Fees)

395 Lodge Road, Hockley, Birmingham, West Midlands B18 5PW

Property Description:
A mid terraced three storey brick built property comprising of a ground floor hot food takeaway shop along with a self-contained flat to the first and second floors.

The property forms part of an established parade of retails shops within a mixed residential and commercial area and Lodge Road is located directly off Heaton Street close to the junction with Icknield Street (A4540) which forms part of Birmingham outer ring road.

Tenancy Information
Ground Floor: Trading as Platinum Spoon Seafood and Caribbean Takeaway, holding over on an lease which commenced 1st December 2013 at a rent of £6,000 per annum on Full Repairing and Insuring Terms.
Flat Accommodation: Let at a rental of £525 per calendar month (£6,600 per annum). The tenant has been in occupation for circa 8 years.
Total Rental Income: £12,600 p.a.

Accommodation:
Ground Floor
Takeaway and Serving Area: 12.93sq.mtrs (139sq.ft), Kitchen: 10.5sq.mtrs (112sq.ft), Lobby: 1.95sq.mtrs (21sq.ft), Toilet with wc and wash basin

First & Second Floor
Flat Accommodation: Pedestrian side access off Lodge Road, Entrance Hall, Stairs and Landing with store cupboard, Lounge, Bathroom with bath having shower over, wash basin and wc, Kitchen with pantry

Second Floor
Stairs and Landing, Double Bedroom

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

Photo taken May 2018

LOT 7

Leasehold Investment - First Floor One Bedroom Flat
*Guide Price: £50,000 - £55,000 (+Fees)

Flat 6 Kingsbury Court, 194 Gravelly Hill, Erdington, Birmingham, B23 7PE

Property Description:
A first floor one bedroom flat situated in a purpose built block, set back from the road behind lawned communal gardens and driveway giving access to an allocated garage providing off road parking located to the rear. The flat benefits from having UPVC double glazing and electric heating.

Kingsbury Court is located off Gravelly Hill (A5127) and the property itself is within walking distance to Gravelly Hill Railway Station, Erdington High Street and the property is within close proximity to Junction 6 of the M6 Motorway.

The flat is currently let on an Assured Shorthold Tenancy at a rental of £625 per calendar month (£7,500 per annum)

Accommodation:
Ground Floor
Communal entrance with secure door entry system, stairs.

First Floor
Entrance hallway: 2.60m x 1.71m, Lounge: 3.34m x 4.98m, Kitchen: 2.27m x 1.79m, Bathroom: 2.25m x 1.63m having panelled bath with electric shower over, wash basin and WC, Bedroom (Double): 2.88m x 4.97m. (Please note all measurements are maximum length and width)

Outside:
Communal lawned gardens and driveway leading to an allocated garage providing off road parking.

Leasehold Information:
Term: 99 years (less 3 days) from 29 September 1964
Ground Rent: £20 pa
Service Charge: Refer to Legal Pack

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

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

LOT 8

Freehold Investment (Mid Terrace House)
*Guide Price: £130,000 - £140,000 (+Fees)

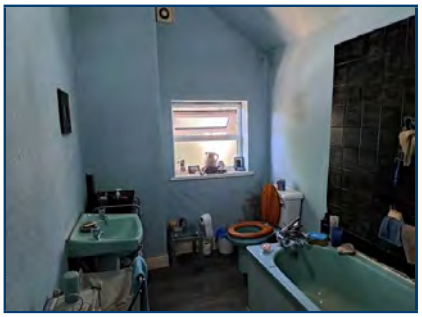
9 Southfield Avenue, Edgbaston, Birmingham, West Midlands B16 0JN

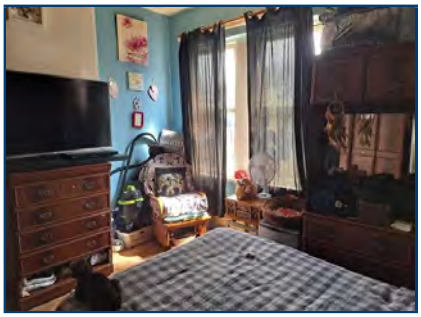
Property Description:
A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing, gas fired central heating.
Southfield Avenue is located off Southfield Road which in turn is found off Rotton Park Road and is within half a miles distance of Birmingham City Hospital.
The property is let on an assured shorthold tenancy agreement producing a rental of £500 per calendar month (£6,000 per annum).

Accommodation:
Ground Floor
Entrance Porch, Entrance Hallway, Lounge: (4.14 x 3.55 m), Dining Room: (3.72 x 3.58 m), Kitchen: (3.67 x 1.94 m), Stairs
First Floor
Bedroom 1: (3.57 x 3.42 m), Bedroom 2: (2.72 x 3.75 m), Bathroom: (3.65 x 1.93 m) having panelled bath with shower over, wash basin and WC

Outside:
Front: Walled Foregarden
Rear: Garden

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





LOT 9

Freehold Vacant Refurbished Four Bedroom House
*Guide Price: £230,000 - £250,000 (+Fees)

17 Twyning Road, Edgbaston, Birmingham, West Midlands B16 0HJ

Property Description:
A three storey four bedroom property of brick construction surmounted by a tiled roof. The property benefits from having had refurbishment works carried out and includes UPVC double glazing, gas fired central heating, new kitchen fitments, redecoration works and new carpets throughout. The property further benefits from having four bedrooms and three reception rooms. Twyning Road is located off both Cavendish Road and City Road (A4040) and is within half a miles distance of Birmingham City Hospital

Accommodation:
Ground Floor
Entrance Hallway, Lounge: (3.60 x 4.30m), Rear Lounge: (4.05 x 3.78m), WC (no fitments), Dining Room: (3.28 x 2.96m), Kitchen: (2.04 x 2.71m), Stairs

First Floor
Landing, Bedroom 1: (3.44 x 4.86m), Bedroom 2: (3.24 x 3.77m), Bathroom having panelled bath, wash basin and WC: (1.87 x 1.65m), Bedroom 3: (2.60 x 2.59m), Stairs

Second Floor
Bedroom 4: (3.64 x 4.87m)
Outside:
Front: Forgarden
Rear: Lawned garden with brick built store

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

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

LOT 10

Freehold Commercial Investment Opportunity (Part Vacant)
*Guide Price: £110,000 - £117,000 (+Fees)

17 - 19 Halesowen Road, Netherton, Dudley, West Midlands, DY2 9QD

Property Description:
An investment opportunity comprising of a part single, part two storey, brick built commercial premises prominently situated fronting Halesowen Road at the Junction with Baptist End Road and Arch Hill Street.

The property is currently laid out as two separate units with No. 17 arranged as offices with stairs down to lower ground floor, which is accessed from Arch Hill Street and comprises of a workshop with storage. No 19 comprises of a long established Café premises benefitting from the high volume of passing trades and various industrial premises contained within the local area.

The property is located at a busy stretch of Halesowen Road which joins Cinder Bank (A459) at Baptist End Road to the North and Northfield Road and Cradley Road to the South. The immediate surrounding area is predominantly residential and the property is within a short walk of Netherton Park.

Tenancy Information
17 Halesowen Road and Lower Ground Floor: Vacant.
19 Halesowen Road: Let as a Café/Restaurant premises trading as Jo's Café holding over on a lease which was originally granted on 3rd December 1996 for a term of 15 years at an original rent of £2,600 per annum. The tenant advises they have occupied the premises for 28 years.

Accommodation:
Unit 17 Halesowen Road
Ground Floor : Entrance Hall, Reception Office and Waiting Area: 10.9 sq.ms (117 sq.ft), Kitchen: 5.74 sq.ms (61 sqft) with store and staff toilet, WC and wash basin, Office: 17.4 sq.ms (187 sq.ft),

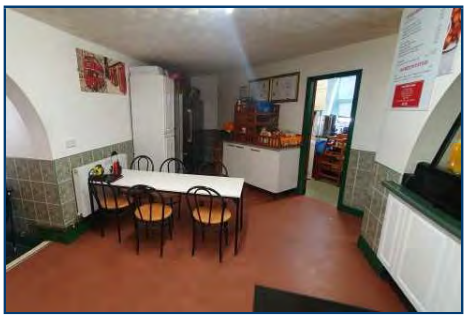
Lower Ground Floor: Workshop/Store: 74.1 sq.ms (797 sq.ft) with access to Arch Hill Street, Toilet with WC and wash basin, Two Store Rooms and Two Walk in Stores.

Unit 19 Halesowen Road Café Premises, Seating Area: 24.19 sq.ms (260 sq.ft), Servery/Store Room, Ladies and Gents Toilets: 26.94 sq.ms (290 sq.ft), Kitchen: 27.32 sq.ms (294 sq.ft).

SELLERS
CHARTERED SURVEYORS

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

Viewings:
Via Cottons - 0121 247 2233



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

LOT 11

Freehold Residential Investment (Five Self-contained Flats)

*Guide Price: £330,000 - £360,000 (+Fees)

250 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 0RU

Property Description:
A long established flat conversion comprising of a substantial semi-detached property converted into five self-contained flats set back from the road behind a walled foregarden and surmounted by a tiled roof. The property benefits from having UPVC double glazing and gas fired central heating and each flat is separately metered for electric. The property is of traditional brick construction with pitched tile clad roof having accommodation laid out over three floors and forms part of an established residential area containing a wide range of private dwellinghouses, flat and houses in multiple occupation. The property is situated close to the junction with Rotton Park Road conveniently within a short walk from Edgbaston Reservoir and within approximately one mile from Bearwood High Street and two miles to the West of Birmingham City Centre.

Tenancy Information
All flats are currently let on Assured Shorthold Tenancies:
Flat 1: £505 rent and £65 gas totalling: £570 pcm
Flat 2: £535 rent and £65 gas totalling: £600 pcm
Flat 3: £505 rent and £65 gas totalling: £570 pcm
Flat 4: £480 rent and £65 gas totalling: £545 pcm
Flat 5: £495 rent and £65 gas totalling: £560 pcm
Total Rental Income: £2,845 pcm (£34,140 per annum)

Accommodation:
Ground Floor
Communal Entrance with Reception Hall containing separate electricity meters,

Flat 1:
Lounge/Kitchen: (5.57 x 3.87m), Bedroom: (3.77 x 3.47m), Shower Room having shower cubicle, wash basin and WC: (1.42 x 2.56m)

Flat 2:
Entrance Hallway, Lounge: (3.47 x 3.66m), Kitchen: (1.37 x 1.98m), Bedroom: (2.11 x 3.03m), Bathroom having panelled bath with shower over, wash basin and WC

First Floor
Flat 3:
Lounge/Kitchen: (5.49 x 5.32m), Bedroom: (2.84 x 3.44m), Bathroom having panelled bath, wash basin and WC: (1.45 x 2.54m)

Flat 4:
Lounge: (2.90 x 3.05m), Kitchen: (1.81 x 1.99m), Bedroom: (3.27 x 3.05m), Shower Room having shower cubicle, wash basin and WC: (1.65 x 2.01m)

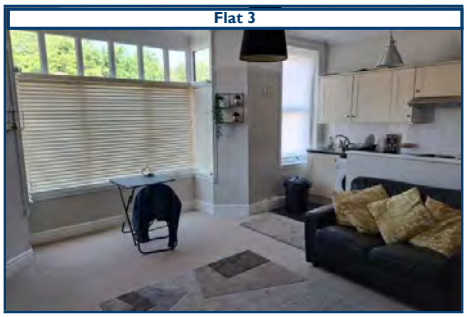
Second Floor
Flat 5:
Entrance Hallway, Kitchen/Lounge: (4.69 x 5.50m), Bedroom: (2.84 x 3.55m), Bathroom having panelled bath, wash basin and WC: (1.48 x 2.60m)

Outside:
Front: Walled foregarden with pedestrian side access to rear
Rear: Garden

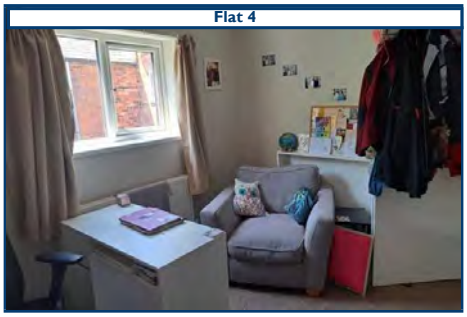
Council Tax Bands:
Flats 1-5 (A)

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

Flat 3



Flat 4



Flat 1

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

LOT 12

Freehold Investment Opportunity - 5 Self Contained Flats

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

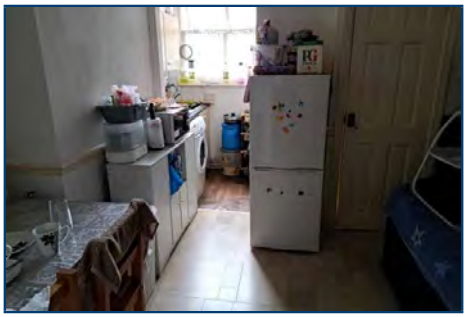
676 Stratford Road, Sparkhill, Birmingham, West Midlands, B11 4AS

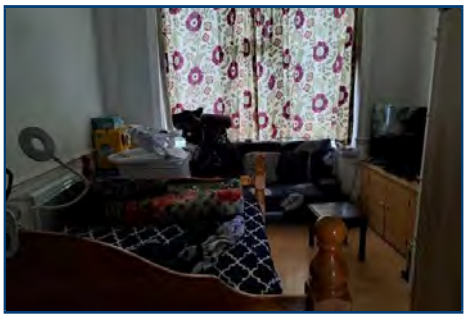
Property Description:
A substantial investment opportunity comprising of a three storey mid terrace property having been converted to provide 5 flats all having separate secondary electric meters (the gas supply is communal). The property benefits from UPVC double glazing and gas fired central heating. The property is located on The Stratford in between both Hillfield road and Thornhill road and directly opposite Sparkhill Park. The property is also within walking distance to the wide variety of shops and amenities located on the Stratford Road. 4 of the 5 flats are currently let producing a total current rental of £21,480 per annum.

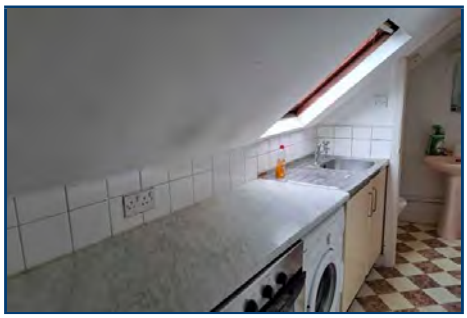
Schedule of Tenancies
All flats are let on Assured Shorthold Tenancies:
Flat 1 £475 pm (£5,700 per annum)
Flat 2 £450 pm (£5,400 per annum)
Flat 3 365 pm (£4,380 per annum)
Flat 4 £500 pm (£6,000 per annum)
Flat 5 Currently Vacant.
Current Rental Income: £500 pm (£21,480 pa)

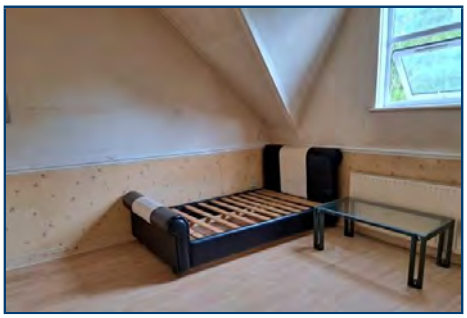
Accommodation:
(All measurements are maximum length & width)
Ground Floor
Flat 1 Lounge/Kitchen (3.21 x 3.99m), Bedroom (4.74 x 3.24m), and Shower room (1.37 x 1.24m).
Flat 2 Lounge, Kitchen, Bedroom and Shower room.
First Floor
Flat 3 Lounge, Kitchen, Bedroom and Shower room.
Flat 4 Lounge/Kitchen, Bedroom, Shower Room
Second Floor
Flat 5 Lounge/Bedroom with shower off (4.35 x 4.05m), Kitchen (3.28 x 1.31m) and WC (2.43 x 1.80m).
Outside:
Front Walled Foregarden.
Rear Yard

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









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

LOT 13

A Substantial Freehold Vacant Extended Retail Unit (NIA: 3,102 sq.ft.)

*Guide Price: £240,000 - £260,000 (+Fees)

1819-1823 Pershore Road, Kings Norton, Birmingham, West Midlands, B30 3DN

Property Description:
A mid terraced two storey commercial property of traditional brick construction partly surmounted with a pitched tile clad roof and originally two separate conventional self-contained properties which have been combined, along with a significant two storey rear extension to form a large single retail unit.

The property provides scope for a variety of uses and is in need of modernisation and updating throughout.

The property directly fronts the busy Pershore Road (A4040) on the edge of Cotteridge Shopping centre benefitting from a high level of passing vehicular and pedestrian trade and is located in predominantly residential district surrounded by a range of traditional housing and close to the borders with Kings Norton and Stirchley.

The property is situated conveniently within circa. 650 metres from Kings Norton Train Station and circa. 5 miles from Birmingham City Centre.

Ground Floor: Retail Showroom: 104.98 sq.ms (1130 sq.ft), Kitchen: 2.84 sq.ms (131 sq.ft), Toilet with WC, Staff Room: 22.12 sq.ms (238 sq.ft), Meeting Room: 9.7 sq.ms (104 sq.ft), Store Room: 11.7 sq.ms (126 sq.ft).

First Floor: Open Storage Area: 113.74 sq.ms (1124 sq.ft), Store Room One: 11.61 sq.ms (125 sq.ft) Store Room Two: 11.51 sq.ms (124 sq.ft).

Total Net Internal Area: Ground Floor: 151.34 sq.ms (1629 sq.ft). First Floor: 136.87 sq.ms (1473 sq.ft). Total Net Internal Area: 288.21 sq.ms (3102 sq.ft).

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

Viewings: Via Cottons - 0121 247 2233

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

LOT 14

Freehold Vacant Office Premises with parking (NIA 1,580 sq.ft)
*Guide Price: £130,000 - £138,000 (+Fees)

Unit 1 Dormston Trading Estate, Dudley, West Midlands, DY1 2UF

Property Description:
A detached commercial premises of single storey brick construction, occupying an elevated position and laid out to provide a range of individual and open plan offices with ancillary accommodation benefitting from UPVC double glazed windows with security bars, gas fired central heating, and car parking area with 8 designated spaces.

The property has been occupied by 4 Wheelz Driving Instructors School since 2007, who have maintained the property in good presentable condition and the accommodation is adaptable for a variety of alternative uses.

The property is located at the entrance of Dormston Trading Estate which is located directly off Burton Road (A459) close to the junction with Jew's Lane and conveniently within approximately 1 mile to the North West of Dudley Town Centre and 5 miles to the South of Wolverhampton City Centre.

Accommodation:
Ground Floor Entrance Hall, Large Reception Area, Four Individual Offices, Two Open Plan Offices/Training Rooms, Kitchen, Store Room, Gents Toilets with WC and wash basin, Ladies/Disabled Toilets with WC and wash basin.

Dimensions: 13.2m (43ft) x 11.68m (38ft.6 inch)
Net Internal Area: 146.7 sqms (1580 sq.ft).

JOHN EMMS COMMERCIAL

Outside:
The property has a pedestrian pathway and stepped approach. Immediately opposite are up to 8 designated car parking spaces.

Legal Documents:
Available www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233

Note: The office furniture and equipment are not included in the sale and can be purchased by separate negotiation.

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

LOT 15

Freehold High Street Retail Premises with Duplex Flat - Part Investment

*Guide Price: £130,000 - £145,000 (+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 property comprises a retail premises located to the ground and lower ground floors and a duplex flat to the first and second floors which requires complete refurbishment and modernisation. The property further benefits from a rear yard/car parking area which is accessed from Birmingham Street via Low Town.

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.

Tenancy Information
Ground Floor Retail Shop: Let on a new lease as a Florist and Card Shop for a Term of 3 years at a rent of £600 per calendar month (£7,200) per annum.
First Floor Flat:: Vacant.

Accommodation:
Accommodation
Ground Floor
Front Room: 22.73 sqms (244 sqft), Rear Room: 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.

Flat Accommodation
External Rear Stairs to
First Floor Reception Hall, Kitchen (no fitments): 3.51m x 1.95m, Lounge: 4.11m x 3.91m.

Second Floor: Stairs and Landing, Bedroom One: 3.95m x 3.58m, Bedroom Two: 3.54m x 1.5m, Bathroom: 2.62m x 1.42m (No fittings).

Outside: Rear : Yard/Car Parking Area.

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

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

LOT 16

Freehold Vacant Three Bedroom Detached House
*Guide Price: £290,000 - £310,000 (+Fees)

328A Jockey Road, Sutton Coldfield, West Midlands, B73 5XL

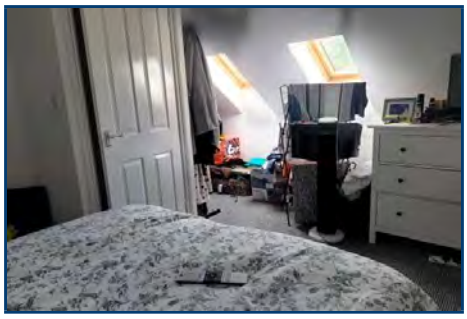
Property Description:
A modern detached three storey property of brick construction surmounted by a tiled roof set back from the road behind a graveled foregarden providing off road parking. The property benefits from having UPVC double glazing, gas fired central heating and 3 double bedrooms. The property is located on Jockey road close to the junction with Boldmere road and the property is within walking distance to the main shops and amenities located within Boldmere High street, the property is also within walking distance to Sutton Park.

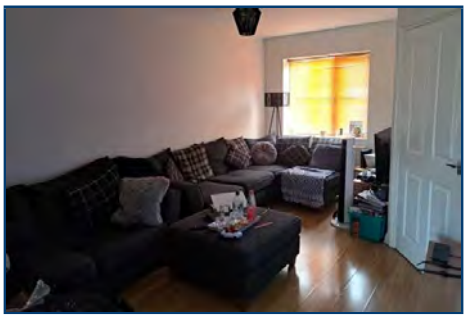
Accommodation:
Ground Floor:
Entrance Hallway, Lounge: (3.28 x 4.93m), Dining Kitchen: (2.74 x 4.55m), WC, Stairs

First Floor
Landing, Bedroom 1: (3.15 x 4.55m), Bedroom 2: (2.77 x 4.55m), Bathroom having panelled bath with shower over, wash basin and WC: (1.63 x 2.34m), Stairs

Second Floor
Bedroom 3: (4.29 x 4.34m)
Outside:
Front: Forgarden providing Off road parking
Rear: Lawned garden

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





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

LOT 17

Freehold Vacant Public House in High Street Location

*Guide Price: £160,000 - £170,000 (+Fees)

The Red Lion, 33 High Street, Brierley Hill, DY5 3AU

Property Description:
Attractive Freehold Public House of two-storey traditional brick construction, surmounted by a pitched tile clad roof, located to the southern section of High Street and situated between Mecca Bingo and JD Gyms.

The property provides well laid out accommodation with Ground Floor Public House and First Floor Flat/Living Accommodation.

Brierley Hill contains a wide range of retail amenities and services, serving the surrounding residential catchment area.

Accommodation:
Ground Floor
Bar/Public Area, Male and Female Toilets, Utility Room, Access to Cellar.

First Floor
Private side access to Flat Accommodation.
Stairs and Landing with Store Cupboard, Lounge, Two Bedroom, Bathroom with bath, wash basin and wc.

Outside:
Paved Yard/Beer Garden and stores.

Gross Internal Area:
Ground Floor: 110.68 sq m (1,191 sq ft)
First Floor: 92.12 sq m (991 sq ft)
Cellar: 76.36 sq m (821 sq ft)

VAT
The property is NOT elected for VAT

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

Viewings:
Via Cottons - 0121 247 2233

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

LOT 18

Freehold Vacant Semi Detached House with Three Bedrooms
*Guide Price: £180,000 - £195,000 (+Fees)

77 Elizabeth Road, Sutton Coldfield, West Midlands, B73 5AP

Property Description:
A traditional semi-detached house of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway and benefitting from three bedrooms and rear garage, but requiring modernisation and improvement throughout.

Elizabeth Road forms part of a popular residential area and Elizabeth Road leads via Margaret Road off College Road (A453) which in turn leads of Chester Road (A452) within approximately 1/3 mile from New Oscott Shopping Centre.

Accommodation:
Ground Floor: Entrance Porch, Reception Hall, Lounge: 3.77m into bay x 2.94m, Rear Reception Room: 3.83m x 2.97m, Kitchen: 4.15m x 2.10m, with Pantry, Covered Side Passageway.

First Floor: Stairs and Landing, Bedroom One (Double): 3.79m into bay x 2.96m, Bedroom Two (Double): 3.99m x 3.03m, Bedroom Three (Single): 1.89m x 1.59m, Bathroom: 2.06m x 2.04m with panelled bath, pedestal wash basin, WC.

Outside: Front: Foregarden and driveway providing off road parking.
Outside: Rear: Garden and a brick built garage, access by a secure gated rear right of way, that leads of Windsor Road.

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

Harveys of MERE GREEN

Viewings: Via Cottons - 0121 247 2233

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

LOT 19

Freehold Investment Opportunity - 2 Flats & 2 Garages with Potential

*Guide Price: £260,000 - £280,000 (+Fees)

1 Gladys Road/90A Ethel Street, Bearwood, Smethwick, West Midlands, B67 5AN

Property Description:
A valuable investment opportunity comprising of a two storey property of brick construction with a pitched tile clad roof prominently located at the Junction of Ethel Street and Gladys Road and laid out to provide two large, self contained two bedroom flats each with separate address, two brick built lock up garages and an enclosed yard.

The garages directly front Ethel Street and would lend themselves to a vertical extension/redevelopment to provide, two further investment flats (subject to obtaining planning consent) and in addition the rear yard which is currently secured, benefits from a dropped curb access of Gladys Road and could be utilised as car parking.

The existing flats have recently undergone refurbishment works with the ground floor (1 Gladys Road) having been re-wired with new gas boiler and radiators, new kitchen and bathroom fitments, new joinery, re-decoration and floor coverings and in addition benefits from UPVC double glazed windows. The first floor (90A Ethel Street) has undergone recent re-decoration, new kitchen and bathroom fitments and benefits from gas fired central heating and UPVC double glazed windows (except landing window).

The property forms part of the popular and well regarded Bearwood Residential Area and Ethel Street leads directly off Bearwood Road providing direct access to Bearwood Road Shopping Centre, which is within a short walk.

Tenancy Information
1 Gladys Road: Let on an Assured Shorthold Tenancy at a rental of £950 pcm (£11,400 p.a.).

90a Ethel Street: Let agreed at £750 per calendar month (£8,400 p.a.).

Two Lock Up Garages : Currently Vacant.

Accommodation
Ground Floor (1 Gladys Road) Reception Hall, Bedroom One: 6.7m maximum x 3.85m approx. Bedroom Two: 3.73m x 3.4m, Bathroom: 2.11m x 1.87m with panelled bath having shower attachment, wash basin, WC, Lounge: 5.04m x 3.73m maximum, with store cupboard, Kitchen: 2.77m x 2.76m with range of modern fitted units.

First Floor Flat (90A Ethel Street)
Entrance Hall, Stairs and Landing, Lounge: 4.86m approx. x 3.8m, Bathroom: 2.83m x 2.8m, panelled bath having shower attachment, wash basin WC, Bedroom One: 3.6m x 3.43m, Inner Hall, Kitchen: 4.68m x 1.74m with range of modern fitted units. Bedroom Two: 4.54m x 3.93m approx. with walk in wardrobe.

Outside: Forecourt fronting Ethel Street, Lock Up Garage One: 5.04m x 2.9m, Lock Up Garage Two: 5.04m x 2.9m. Enclosed yard with access for both flats and potential to create additional car parking from Gladys Road.

1 GLADYS ROAD

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

Council Tax: Each Flat is Band A

Viewings: Via Cottons - 0121 247 2233

1 GLADYS ROAD

90A ETHEL STREET

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

LOT 20

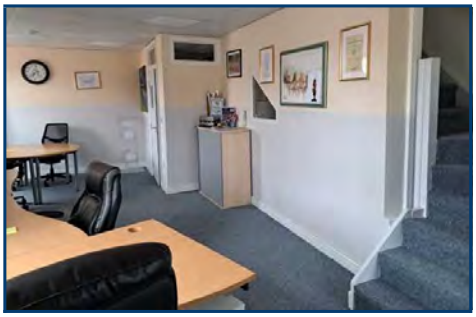
By Instructions of Bosnia & Herzegovina UK Network

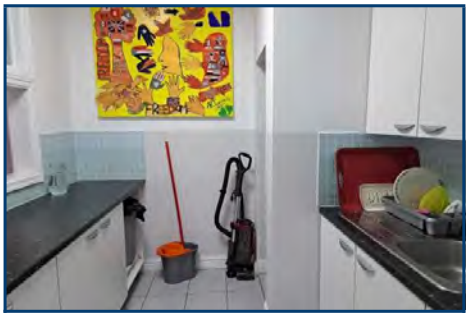
Bosnia House, 36 Medley Road, Greet, Birmingham, West Midlands B11 2NE

Property Description:
A substantially extended, three storey, refurbished end terrace property of rendered brick construction surmounted by a replacement tiled roof directly fronting the pavement.
The property benefits from having UPVC double glazing, gas fired central heating, three entrance points, two staircases, and is offered for sale in a presentable condition.
The ground floor is predominantly used as the main community space with two large assembly rooms which can be used separately or split with a folding door. There is also a w.c and kitchen area. The first floor is of a similar size with the rooms being split into two large offices or meeting rooms, kitchen, shower room and WC x2. On the second floor is a smaller meeting room/office.
The property is currently being used by the Bosnia & Herzegovina UK Network Charity as a community centre/meeting rooms, However may be suitable for a variety of uses and all interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council prior to bidding. The property is located on the corner of Medley Road and Holte Road and Medley Road is located off Warwick Road.

Accommodation:
Ground Floor:
Entrance Hallway with stairs to first floor, Inner Hallway with door to side, Main Meeting Room (11.88 x 8.40 m), Kitchen (2.51 x 2.96 m), WC (2.19 x 1.49 m), Rear Hall with stairs to first floor.
First Floor:
Meeting Room/Office 1 (11.31 x 5.92 m), Meeting Room/Office 2 (8.15 x 3.57 m), Kitchen Area (2.43 x 1.84 m) Intercommunicating with Shower Room (2.43 x 1.65 m) having shower cubicle, was basin and WC, separate WC, Stairs to
Second Floor:
Office (4.05 x 5.10 m).

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

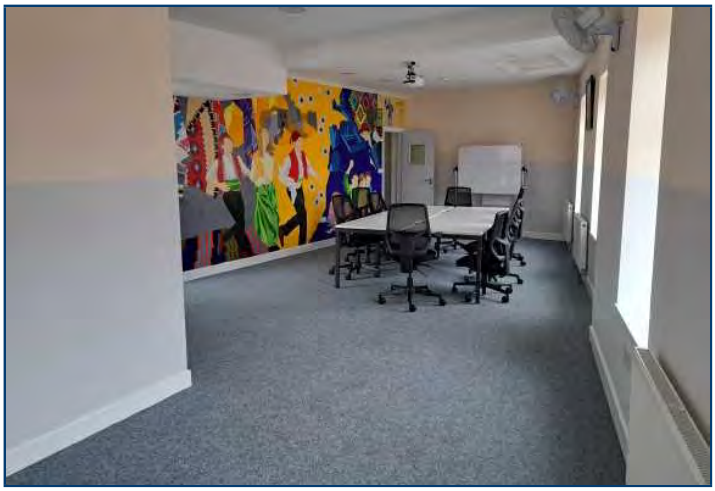


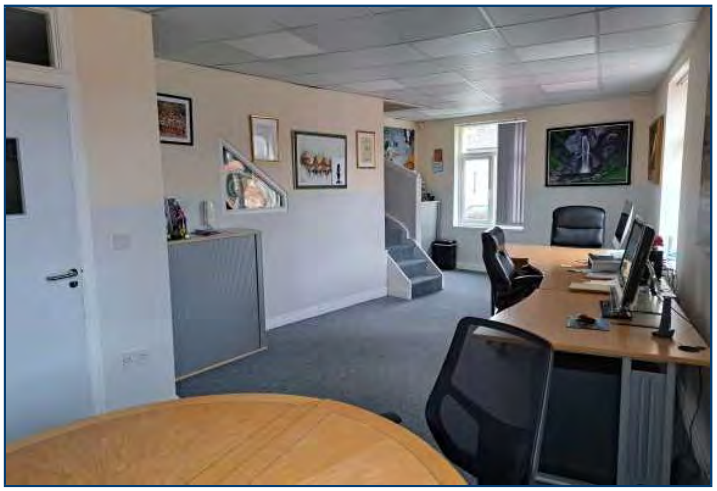


*Refer to Guide and Reserve Price Definitions on Inside Cover.

Freehold Vacant Community Centre/Meeting Rooms

*Guide Price: £330,000 - £360,000 (+Fees)





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

LOT 21

The Cinnamon Tree, Wood Road, Coalville, Leicestershire LE67 1GE

Property Description:
A prominent restaurant premises set within a large car parking area, directly fronting Wood Lane, comprising of a traditional detached building of rendered brick construction with pitched tile clad roof having been substantially extended to the rear and side.

The property has until recently traded as an Indian Restaurant and Take-Away and prior to that was known as the Long Flame Public House and is currently laid out to provide restaurant having in excess of 100 covers. and ancillary accommodation to the ground floor along with storage/potential living accommodation to the first floor and benefits from LPG gas fired central heating and UPVC double glazed windows.

The property is situated virtually opposite the newly constructed Aldi National Distribution Centre and whilst located in a predominantly rural area surrounded by villages the property is conveniently located for access to the M1 Motorway (Junction 22) and the towns of Coalville, Ibstock and Market Bosworth all within approximately 5 miles distance.

Planning
The property may provide potential for re-development or change of use to a variety of uses and the car park may provide scope for further development, subject to obtaining relevant planning consents and all interested parties should discuss their proposals with the local planning department at Hinckley & Bosworth Borough Council prior to bidding.

Accommodation
Ground Floor: Reception Entrance with Central Bar, Bar and Customer Waiting Area, Restaurant, Private Dining Room, Rear Corridor, Lobby Room, Gents, Ladies and Disabled Toilets, Kitchen with walk in store, Beer Cellar with Two Rooms.

First Floor: Stairs and Landing, Bathroom with bath, wash basin WC, Five Rooms, Store Room and walk in store.
Note: The first floor accommodation would convert into three bedroom living accommodation.

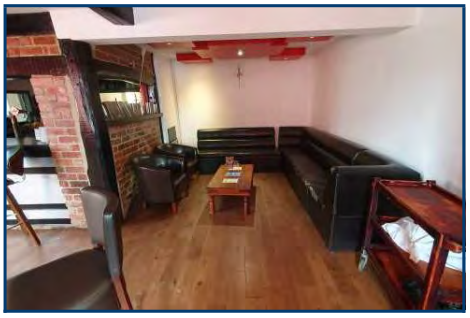
Outside: Forecourt, vehicular access to large car parking extending to the side and rear, which may offer further redevelopment opportunities (subject to obtaining planning consent) and an enclosed service yard.

Floor Areas
Ground Floor: 210.4 sqms (2,264 sq.ft),
Cellar: 23.08 sqms (248 sq.ft).
First Floor: 73.8 sqms (794 sq.ft).
Total Floor Area: 307.28 sqms (3,307 sq.ft).

Note: The sale of the property excludes the kitchen equipment and furniture, which are available for sale separately by negotiation.

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

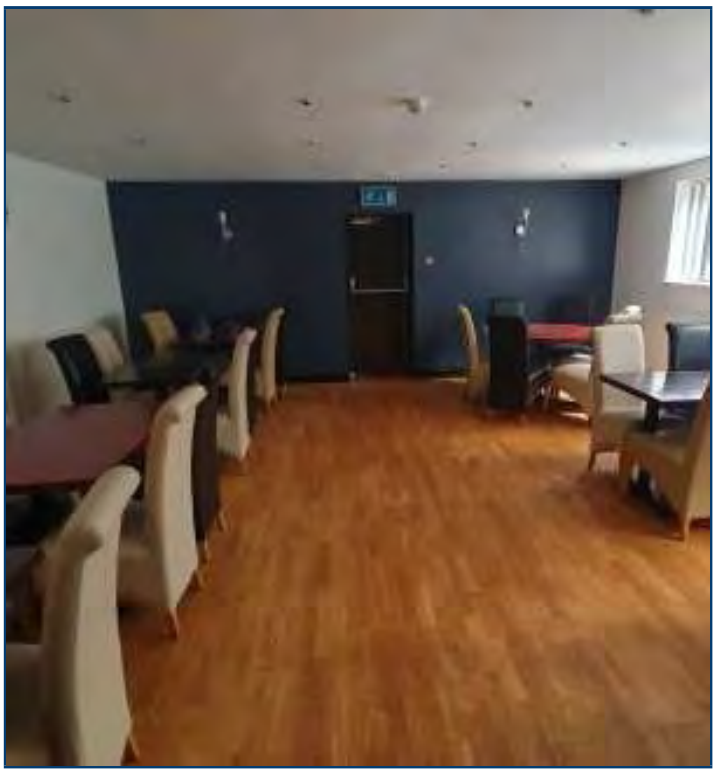
Viewings:
Via Cottons - 0121 247 2233



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

Freehold Vacant Restaurant Premises on Large Plot with Car Parking

*Guide Price: £430,000 - £460,000 PLUS VAT (+Fees)



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

LANDLORDS
IS YOUR PROPERTY EMPTY?

Due to the recent high demand for rental property, **we urgenly require** new properties to rent.

We are an established regulated professional agent specialising in your area.

WE ARE ABLE TO OFFER

- A professional service from an experienced agent Extensive marketing via the UK's largest websites, rightmove and findaproperty
- Deposits registered with The Dispute Service Legal expenses and rent guarantee available

Call now for your free market appraisal

0121 247 2299

Follow us on

@Cottonscs

LOT 22

Freehold Town Centre Retail Showroom & Flat Investment
*Guide Price: £150,000 - £160,000 PLUS 20% VAT (+Fees)

By Instruction of the Mortgagees

1-3 Bell Hill, Rothwell, Kettering, Northamptonshire, NN14 6ET

Property Description:
An end of terrace three storey traditional built premises of brick and stone construction, surmounted by a pitched slate clad roof and comprising of a kitchen and bathroom retail showroom which occupies the ground and first floors, with a self contained flat to the second floor and further scope for a second separate flat using space currently used by the retail showroom.

The property directly fronts Bell Hill which is situated within the centre of Rothwell. Rothwell is a popular and historic market town located in North Northamptonshire, close to the Leicestershire border and conveniently within less than 1 mile of the A14 trunk road, which provides access to the M6 and M1 motorways along with a variety of Eastern towns and cities. The property is located approximately 7 miles to the South East of Market Harborough Town Centre, 4 miles to the North of Kettering Town Centre and 20 miles to the North of Northampton.

Tenancy Information:
The whole property is currently let on a Law Society Lease commencing 31 January 2023 until 1 February 2029 on full repairing and insuring terms, at a current rental of £12,000 per annum with rent review every third anniversary and with a tenant only rolling break clause. We are advised that the tenant has occupied the building for circa 16 years.

Accommodation:
Ground Floor: Triple width retail showroom: 54.1 sqms (582 sqft) including office, kitchenette and toilet with WC and wash basin, rear showroom/store: 23.05 sqms (248 sqft).

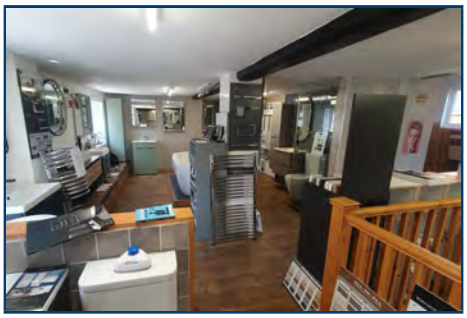
First Floor: Retail showroom: 35.99 sqms (387 sqft), lobby to office/store: 5.77 sqms (62.16 sqft), customer toilets with WC and wash basin, rear showroom: 20.8 sqms (223 sqft). lobby and stairs to

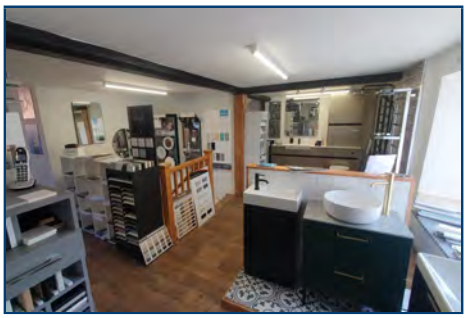
Second Floor: Two Rooms: 26.48 sqms (285 sqft).

Flat Accommodation
Gated access from Bell Hill, external stairs to First Floor with access to:
First Floor
entrance hall with cloakroom WC and wash basin.

Second Floor: Stairs and landing, open plan lounge/diner/kitchen: 8.1m x 4.68m with range of kitchen units, bedroom: 5.06m x 3.39m, with storage recess glazed shower enclosure and wash basin.

Legal Documents: Available via www.cottons.co.uk
Note: The property will be sold as a Transfer of Going Concern (TOGC) and all interested parties should refer to information contained within the legal documents and prior to bidding obtain any professional/accountants advice as is deemed necessary.
Viewings: via Cottons - 0121 247 2233





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

LOT 23

Freehold Vacant Town Centre Restaurant and Office Premises
*Guide Price: £320,000 - £350,000 PLUS 20% VAT (+Fees)

By Instruction of the Mortgagees

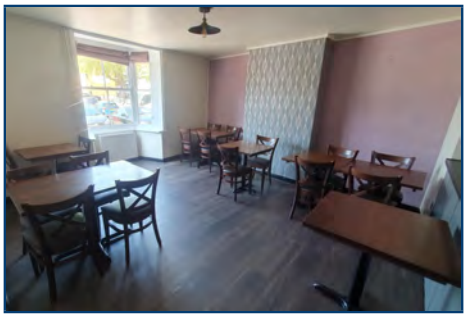
24 Market Hill, Rothwell, Kettering, Northamptonshire, NN14 6BW

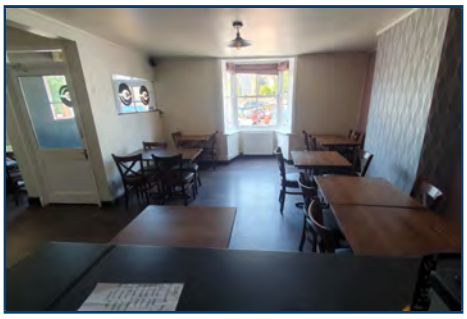
Property Description:
A traditional two storey commercial premises of brick construction surmounted by a pitched slate clad roof comprising of a long established restaurant premises to the ground floor and a suite of self contained offices to the first floor, accessed from the rear via Bakehouse Mews.
The property directly fronts Market Hill which provides ample customer car parking and is located in the centre of Rothwell being a popular and historic market town located in North Northamptonshire close to Leicestershire border and conveniently less than a mile of A14 trunk road which provides access to M6 and M1 motorways along with a variety of Eastern Towns and Cities.
The property is located approximately 7 miles to the South East of Market Harborough Town Centre, 4 miles to the North of Kettering Town Centre and 20 miles to the North of Northampton.
The property provides well laid out accommodation and would be of interest to investors whereby it provides a valuable investment opportunity or alternatively to owner/occupiers.

Accommodation:
Ground Floor Restaurant Premises
restaurant/seating area: 51.29 sqms (551 sqft), cellar access with one room: 8.59 sqms (92 sqft), bar area: 15.52 sqms (1.67 sqft), kitchen: 31.46 sqms (338 sqft), lobby, ladies and gents toilets, each with WC and wash basin.

First Floor Office Accommodation
rear access from Bakehouse Mews to external steel staircase with paved yard, entrance hall, ladies and gents toilet each with WC and wash basin, Office 1: 10.5 sqms (113 sqft) with stairs to loft room/store: 13.76 sqms (148 sqft), Office 2: 30.2 sqms (325 sqft), Office 3: 34.29 sqms (369 sqft).
Outside: External store.
Note: The furniture fixtures and fittings contained within the property are excluded from the sale and are identified in an inventory which will be included in the Legal Documents.

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





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

LOT 24

Freehold Vacant Extended Retail Premises
*Guide Price: £280,000 - £300,000 (+Fees)

18 Booths Farm Road, Great Barr, Birmingham, B42 2NH

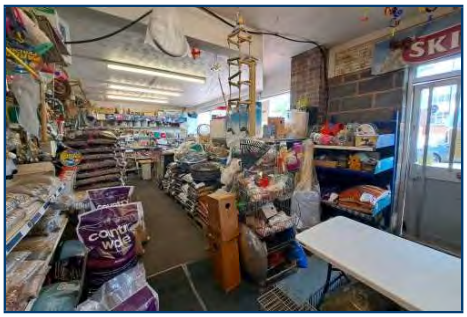
Property Description:
A substantially extended end terraced property of brick construction surmounted by a tiled roof and set back from the road behind a forecourt allowing for off road parking for numerous vehicles. The property has been substantially extended incorporating a two story extension to the rear and single story extension to the front. The property has previously been used as a pet store and has the potential for a variety of uses all interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council. The property is located on Booths Farm Road close to the junction with Perry Wood Road and is also found off the Walsall Road (A34) which provide direct access to both Birmingham City Centre, Walsall and Junction 7 of the M6 Motorway.

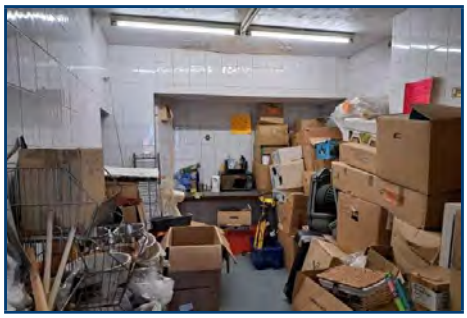
Accommodation:
Ground Floor
Main Retail Area: (9.45 x 4.34m), Room 1: (4.12 x 2.00m), Room 2: (3.37 x 2.52m), Room 3: (5.25 x 3.13m), Room 4: (4.43 x 5.7m), Inner Lobby, Stairs

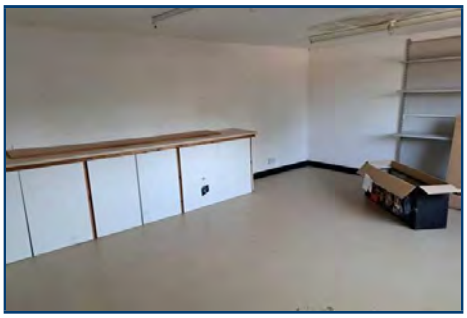
First Floor
Room 1: (4.09 x 3.00m), Room 2: (3.10 x 2.74m), Room 3: (4.46 x 3.15m), Bathroom with no fitments: (1.69 x 2.36m), Separate WC, Room 4 (accessed via external staircase): (4.43 x 5.67m),

Outside:
Front: Forecourt providing off road parking
Rear: Yard Area, Fish Pond and Bird Aviaries x 8

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







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

LOT 25

Leasehold Vacant Flat with Two Bedrooms
*Guide Price: £66,000 - £71,000 (+Fees)

Flat 3 Mitcham Court, 36 Abdon Avenue, Birmingham, West Midlands B29 4PH

Property Description:
A well laid out two-bedroom first floor flat in a three-storey purpose-built block and forming part of a development known as Mitcham Court, set back from the road behind lawned gardens and benefitting from uPVC double glazing and electric heating.

Abdon Avenue leads off Swarthmore Road and forms part of a residential estate within the Bournville Village Trust located circa. 1 mile from Northfield Shopping Centre, circa. 2.1 miles from Queen Elizabeth Hospital and circa. 5 miles from Birmingham City Centre.

Accommodation:
Ground Floor
Secure Communal Hallway with door entry system, Stairs and Landing

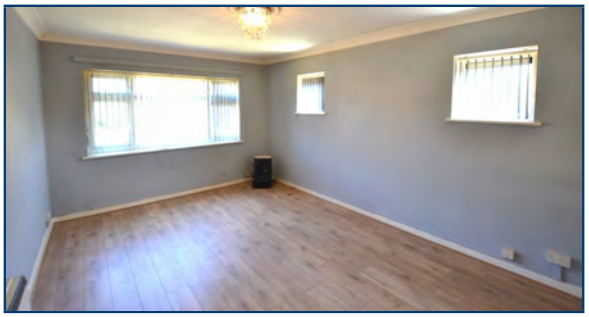
First Floor
Hallway, Living Room 18.61sq m, Kitchen 6.24sq m, Bedroom One (double) 13.04sq m, Bedroom Two (double) 8.43sq m, Bathroom 5.24sq m with panel bath having shower attachment, pedestal wash basin and wc.

Outside:
Communal gardens & residents parking area.

Lease Term: 99 years (less 5 days) from 19th February 1964.
Ground Rent : £10 per annum.
Service Charge: Refer to Legal Pack.

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

Viewings:: Via Cottons - 0121 247 2233



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

LOT 26

Freehold Vacant Public House on Large Plot with Redevelopment Potential

*Guide Price: £450,000 - £480,000 (Plus VAT) (+Fees)

The Red Lion, Witley Road, Holt Heath, Worcester, Worcestershire, WR6 6LX

Property Description:
A substantial public house and restaurant premises occupying a large irregular shaped plot extending to an area of 0.49 acres (1,967 sq.m) and prominently situated fronting the busy Witley Road (A443) at the road Junction with the B4196 and A4133.

The property is predominantly of brick construction surmounted by a pitched tile clad roof and offers extensive accommodation over three floors, benefitting from mostly UPVC double glazed windows and a gas fired central heating system.

The property is approached from Witley Road to a large tarmacadam car park with beer garden, service areas and patio. The property is located in a rural area interspersed with villages and located approximately 2 miles to the West of Ombersley, 7 miles to the North of Worcester City Centre and 5 miles to the South of Stourport on Severn.

Planning
The Public House is currently closed and may provide potential for re-development of both the existing premises and the car parking area/beer garden.

Planning consent was granted by Malvern Hills District Council (Ref: M/22/00204/FUL) and dated 20/10/2022 for refurbishment works, increasing car parking arrangements and creation of overnight accommodation for eight bedrooms with ensuites.

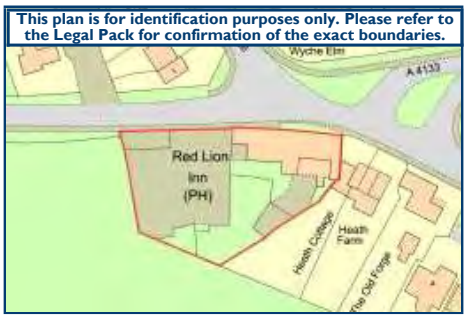
A planning application was submitted to Malvern Hills District Council on 16 March 2023 (Ref: M/23/00341/FUL) for the erection of a pair of semi detached houses to the rear of the public house which is being retained. The planning decision is Pending and full details are available on the councils website.

Accommodation:
Ground Floor
Main Entrance Hall leading to Central Bar with surrounding seating and public areas, Lobby to Ladies and Gents Toilets, separate restaurant entrance to Dining Room, Restaurant Toilets (ladies, gents and disabled), Commercial Kitchen, rear entrance with stairs off to First Floor.
First Floor:
Landing with store, Toilet, Lounge, Five Bedrooms, Kitchen/Diner with store, Bathroom with bath washbasin, WC.
Second Floor Stairs and Landing, Two Bedrooms.
Outside: Extensive car park, beer garden, patio area and access to beer cellar.

Gross Internal Area:
Ground Floor: 274.58 sqms (2955 sqft)
First Floor: 179.91 sqms (1936 sqft).
Second Floor: 34.89 sqms (375 sqft),
Total: 489.38 sqms (5267 sqft).

Legal Documents:
Available www.cottons.co.uk

Viewings::
Via Cottons - 0121 247 2233



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

LOT 27

3 Parcels of Leasehold/Freehold Land & 2 Head Leasehold Interests

*Guide Price: £200 - £500 PLUS 20% VAT (+Fees)

By Instruction of St Modwen PLC who are Disposing of Surplus Assets

Land fronting Victoria Street, & Head Leasehold Interests, Hednesford, Cannock, WS12 1BT

Property Description:
A parcel of Leasehold land held under Land Registry title number SF583234, fronting Victoria Street at the junction with Market Street and comprising a section of bollarded pavement area located on the edge of Hednesford town centre, situated adjacent to Shareshill Motors and 100 Market Street.

In addition the sale also includes two small pieces of freehold land located on Victoria Street and held under Land Registry title numbers SF237470 and SF252205 and two Head Leasehold Interests (subject to underleases), held under Land Registry title numbers SF576432 & SF576471.

The land is designated as surplus following St Modwen's multi million pound regeneration of Hednesford Town Centre, which was completed in 2012 whereby Victoria Street was redeveloped to serve the newly constructed Victoria Shopping Park containing a Tesco Superstore, B&M Store and other national retailers.

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

Viewings: External Only

Tenure Information
Title No. SF583234
Leasehold
Term: 999 years from 22nd December 2011

Title No's SF237470 & SF252205:
Freehold

Title No's. SF576432 & SF576471
Leasehold
Term: 250 years from 19th October 2011 subject to under-leasehold Interests and all interested parties should refer to the Legal documents for clarification of the terms of the underleases.

Note 1: In respect of the Head Leasehold interests, the sellers solicitor will, prior to completion, obtain consent to the assignment from the Freeholders being Cannock Chase District Council.

Note 2: All interested parties should refer to the Legal Documents which includes all title documents and plans, detailing the full extent of the land being sold along with any third party rights over.

Note 3: The Postcode is for identification only

Title No. SF583234. This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 28

Freehold Building Plot - Consent for a 3 Bedroom Bungalow

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

Land at, Turnhurst Road, Packmoor, Stoke-on-Trent, Staffordshire ST7 4QR

Property Description:
An opportunity to purchase a building plot in the sought after village of Packmoor having consent for the erection of a three bedroom detached bungalow. The plot is roughly rectangular in shape and extends to a site area of approximately 503.77 sq.mtrs (5,422 sq.ft). The building plot is located on a former STW pumping station on Turnhurst road close to the junction with Silverstone Crescent.

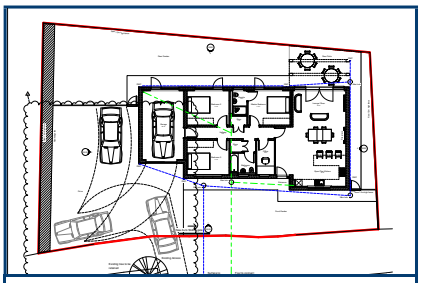
Planning:
Planning Consent was granted by City of Stoke-on-Trent Council (Ref: 67798/FUL) and dated the 5th August 2022 for the Redevelopment of former STW pumping station site for one detached bungalow.

Proposed Accommodation
Ground Floor
Entrance Porch, Entrance Hallway, Lounge/Kitchen/Diner, Office, Three Bedrooms (Master with Ensuite shower room and wc) and Family Bathroom.
Outside:
Front: Car parking and driveway giving access to garage
Rear: Garden

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

Viewings: – Via Cottons – 0121 247 2233

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



Proposed Plans

Architects Impression

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

LOT 29

Freehold Vacant Three Bedroom Semi-Detached House

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

1 Glaisdale Road, Hall Green, Birmingham, West Midlands, B28 8PX

Property Description:
An extended three bedroom semi detached property of brick construction surmounted by a tiled roof situated on a corner plot set back from the road behind a garden and driveway giving access to a side garage providing off road parking . The property benefits from UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. Glaisdale Road is located off Edenbridge Road which in turn is found off School Road.

Accommodation:
Ground Floor
(All measurements are maximum length & width)
Entrance Hallway, Lounge (4.38 x 3.80 mtrs), Dining Room (3.78 x 3.62 mtrs), Kitchen/Diner (5.88 x 4.77 mtrs), WC with access to garage, Stairs
First Floor
Landing, Bedroom 1 (4.39 x 3.61 mtrs), Bedroom 2 (3.80 x 3.61 mtrs), Bedroom 3 (2.42 x 2.06 mtrs), Bathroom (2.68 x 2.08 mtrs) having panelled bath with shower over, wash basin and WC

Outside:
Front Garden, driveway and garage
Rear Garden

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

Viewings:
Via Cottons – 0121 247 2233

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

LOT 30

Freehold Vacant Three Bedroom Semi-detached House
*Guide Price: £150,000 - £160,000 (+Fees)

54 Calshot Road, Great Barr, Birmingham, West Midlands B42 2BT

Property Description:
A three bedroom semi-detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a block paved foregarden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from a garage to the rear of the property with electricity supply providing additional off road parking accessed via a service road. Calshot Road is located off the Walsall Road (A34) and is within walking disctance to the Scott Arms Shopping Centre. the Walsall Road also provides direct access to both Walsall, Birmingham City Centre and Junction 7 of the M6 Motorway.

Accommodation:
Ground Floor
Entrance Hallway, Through Lounge: (7.61 x 2.89m), Kitchen: (2.85 x 1.58m), Stairs
First Floor
Bedrooms 1: (3.77 x 2.83m), Bedroom 2: (2.05 x 1.64m), Bedroom 3: (3.66 x 2.83m), Bathroom having panelled bath with shower over, wash basin and WC: (1.97 x1.63m)
Outside:
Front: Block paved foregarden allowing for off road parking
Rear: Lawned garden and garage providing additional off road parking accessed via a service road

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

LANDLORDS
IS YOUR PROPERTY EMPTY?

Due to the recent high demand for rental property, **we urgenly require** new properties to rent.

We are an established regulated professional agent specialising in your area.

WE ARE ABLE TO OFFER

- A professional service from an experienced agent Extensive marketing via the UK's largest websites, rightmove and findaproperty
- Deposits registered with The Dispute Service Legal expenses and rent guarantee available

Call now for your free market appraisal
0121 247 2299

Follow us on
@Cottonscs
Cottons
CHARTERED SURVEYORS

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

LOT 31

Freehold Vacant Commercial Premises located in Malvern Town Centre

*Guide Price: £200,000 - £215,000 (+Fees)

Montague House, 8 Worcester Road, Malvern, Worcestershire, WR14 4QW

Property Description:
A substantial Grade II listed period built commercial premises of three/four storey rendered brick/stone construction offering extensive accommodation over four floors which includes a second floor flat and situated directly fronting Worcester Road forming part of the popular and well regarded Malvern Town Centre.

The property has previously been used as a long established barbers/hairdressing salon, known as Burley's spanning three generations and provides an ideal opportunity for refurbishment and redevelopment (subject to necessary listed building/planning consents) with potential to provide ground floor retail accommodation with offices/residential accommodation to the upper floors.

Worcester Road (A449) comprises of the main route through Malvern and the property is located on the edge of Malvern Hills being an area of outstanding natural beauty and enjoys far reaching views to the rear, looking east over South Warwickshire, Worcestershire and the Cotswolds.

Accommodation:
Ground Floor
Hallway, Retail Shop, Rear Room, Rear Lobby with steps down to:

Lower Ground Floor/Basement
Hallway, Four Rooms with ground floor access to rear garden.
Note: The basement section extends beyond the front elevation of the property beneath the pavement and road area.

First Floor
Stairs, Landing Room, Toilet with wash basin and WC, Four Rooms.

Second Floor
Stairs to Flat/Living Accommodation with Landing Room, Dining Kitchen, Lounge, Bedroom, Large Bathroom with bath having shower over, wash basin and WC.

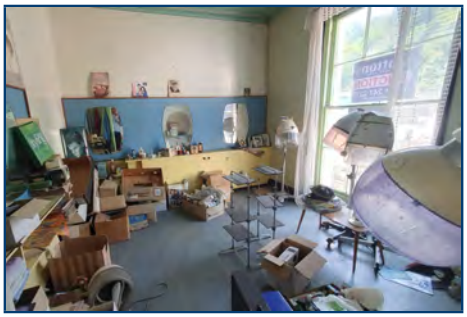
Outside: Integral Side Entrance with Store Room and gated access to rear yard and garden.

Total Floor Area
Ground Floor: 40.4 sq.ms (431 sq.ft).
Lower Ground Floor/Basement: 47.78 sq.ms (514 sq.ft),
First Floor: 42.53 sq.ms (457 sq.ft).
Second Floor: 59.51 sq.ms (640 sq.ft).
Total Floor Area: 190.22 sq.ms (2047 sq.ft).

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

Viewings:
Via Cottons - 0121 247 2233

Note: Completion will be 56 days following exchange of contracts or sooner by mutual arrangement.



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

LOT 32

Freehold Vacant Detached House with Three Bedrooms
*Guide Price: £190,000 - £200,000 (+Fees)

By Instruction of Black Country Housing Group

38 Rangeways Road, Kingswinford, West Midlands, DY6 8PN

Property Description:
A modern detached house of cavity brick construction with a pitched tile clad roof benefitting from UPVC double glazed windows, gas fired central heating, three bedrooms and off road car parking but requiring modernisation and improvement throughout. The property is located in a popular residential area containing a mix of modern detached houses and bungalows and Rangeways Road leads off Bromley Lane and is located approximately 4 miles to the South West of Dudley Town Centre and 4 miles to the North of Stourbridge Town Centre.

Accommodation:
Ground Floor: Reception Hall, Cloak Room with WC, L Shaped Lounge (5.12m x 3.21m) with Dining Area (2.52m x 2.42m) Kitchen (3.3m x 2.34m), Garage Room (4.96m x 2.26m approximately).
First Floor: Stairs and Landing, Bedroom One Double (3.38m x 3.09m), Bedroom Two Double (3.58m x 3.03m), Bedroom Three Single (2.68m x 2.42m) Shower Room with glazed shower, pedestal wash basin, WC.

Outside: Front : Gravelled foregarden and paved driveway.
Outside: Rear: Paved patio and lawned garden.

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

Black Country Housing Group

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

LOT 33

Freehold Investment - Chemist/Retail Shop and Two Self Contained Flats

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

37-38 High Street, Quarry Bank, Brierley Hill, West Midlands, DY5 2AA

Property Description:
A valuable investment opportunity comprising of a pair of mid terraced traditional built properties of brick construction with pitched tile clad roofs having been extended to the rear, No. 37 being three storey and No. 38 two storey and combined to provide a ground floor double fronted retail shop with two separate self contained flats over.

The property is situated directly fronting High Street and benefits from a large tarmacadam car park to the rear located off Church Street.

High Street contains a wide range of local retail shops serving the densely populated surrounding residential area which is interspersed with various commercial buildings.

Tenancy Information
Ground Floor (Retail Shop): The property is let as a pharmacy to PCT Healthcare Limited T/A Murry's Healthcare on a lease for a term of 15 years from 15th March 2021 at a current rental of £5,000 per annum exclusive, on full repairing and insuring terms and with upward only rent reviews on 5th & 10th anniversary subject to a tenant only rolling break clause. PCT Healthcare operate multiple Pharmacies and their last published accounts contained on Companies House stated a turnover in excess of £130 million for your ending 30th November 2021.

Flat One Let on an Assured Shorthold Tenancy at a rental of £425 per calendar month (£5,100 p.a.).

Flat Two Let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 p.a.).

Total Current Rental Income: £16,400 per annum.

Accommodation
Ground Floor
Retail Shop: Double Fronted Chemist Shop with roller shutter protection, Dispensary, Store Room, Inner Hall, Store Room Two, Office, Kitchen, Staff Room and Staff Toilet with WC.

Net Internal Area: 127.9 sq.ms (1376 sq.ft). (Courtesy of VOA website (Valuation Office Agency).

First Floor
Flat One: Not Inspected
Flat Two: Not Inspected

Outside:
Rear: Large tarmacadam carpark with vehicular right of way from Church Street.

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

Viewings:
Via Cottons - 0121 247 2233

Andrew Taplin
CHARTERED SURVEYORS

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

Right of Way from Church Street

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

LOT 34

Freehold Chemist Investment Let to a National Pharmacy Operator
*Guide Price: £100,000 - £118,000 (+Fees)

76 Upper Bar, Newport, Telford and Wrekin TF10 7AW

Property Description:
A three storey mid-terraced, long established chemists/retail shop of brick construction with pitched tile clad roof, situated directly fronting Upper Bar, located to the Southern section of High Street and forming part of Newport Town Centre, which contains a wide range of Local and National retailers. Property benefits from gas fired central heating.

Newport is an attractive and historic market town situated on the Shropshire and Staffordshire border located approximately 7 miles to the North East of Telford Town Centre, 12 miles to the West of Stafford Town Centre and within less that 20 miles to the North West of Wolverhampton City Centre, via the A41 trunk road, which runs along with outskirts of Newport.

Tenancy Information
The property is let to PCT Healthcare Limited T/A Peak Pharmacy on a lease for a term of 15 years from 15th March 2021 at a current rental of £8,400 per annum exclusive, on full repairing and insuring terms, with upward only rent reviews on the 5th and 10th anniversary and subject to a tenant only rolling break clause. PCT Healthcare Limited operate multiple pharmacies and their last published accounts contained on Companies House stated a turn over in excess of £130 million for year ending 30th November 2021.

Accommodation:
Ground Floor
Retail shop: 33.09 sq.ms (356 sq.ft) including office.

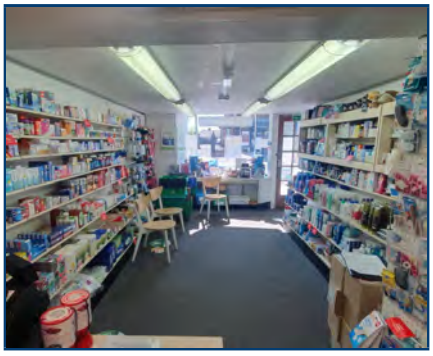
First Floor
Stairs and landing with Storage, Staff Room: 11.95 sq.ms (128 sq.ft), Store: 9.70 sq.ms (104 sq.ft), Wash Room, Toilet with WC.

Second Floor
Stairs to Store Room: 11.89 sq.ms (128 sq.ft).

Total Floor Area: 66.63 sq.ms (717 sq.ft).

Legal Documents Available via www.cottons.co.uk

Viewings Via Cottons - 0121 247 2233



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

LOT 35

Leasehold Two Bedroom Maisonette subject to Regulated Tenancy
*Guide Price: £40,000 - £45,000 (+Fees)

LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY - LATE ENTRY

77 Tudor Road, Nuneaton, Warwickshire CV10 9EF

Property Description:
A purpose built ground floor maisonette situated in a block containing three other properties and containing well laid out accommodation which benefits from two bedrooms.

Tudor Road is located off Ramsden Avenue in an area which has undergone significant redevelopment and investment and is within located approximately two miles from Nuneaton Town Centre which provides access to a wide range of local retail amenities and services.

The property is currently let on a Regulated Tenancy at a registered rental of £69 per week (£3,588 per annum) effective from 27 April 2017. Note: There is scope to increase the existing rent as re-registration is now overdue.

Accommodation:
Ground Floor: Entrance Hall, Lounge, Two Bedrooms, Kitchen, Bathroom with panelled bath, pedestal wash basin and WC.

Outside: Front: Foregarden with pedestrian side access to rear.
Outside: Rear: Garden

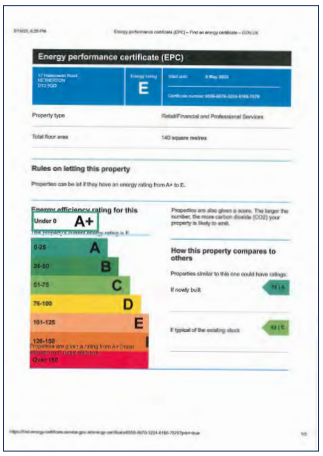
Leasehold Information:
Lease Term: 99 Years which commence on 25th December 1979.
Ground Rent:: £50 per annum

Legal Documents:
available via www.cottons.co.uk

Viewings:
Via Cottons - 0121 247 2233

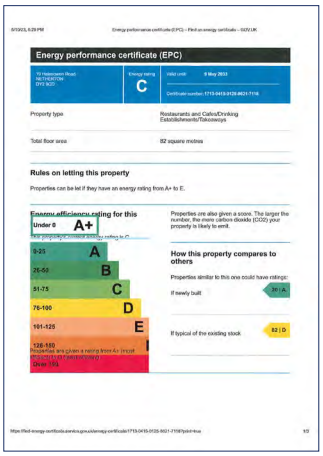
*Refer to Guide and Reserve Price Definitions on Inside Cover.

EPC's

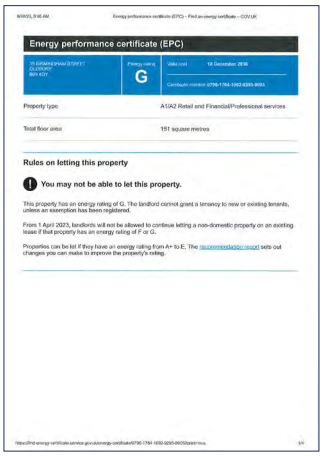


17 HALESOWEN ROAD

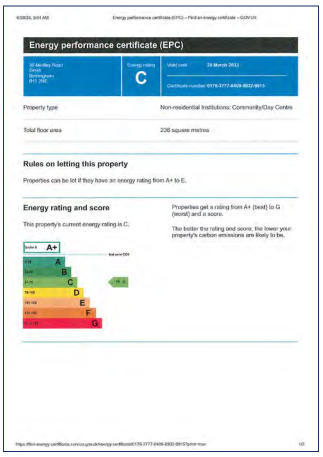
18 BOOTHS FARM



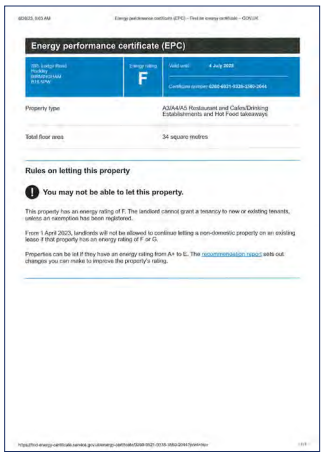
19 HALESOWEN ROAD



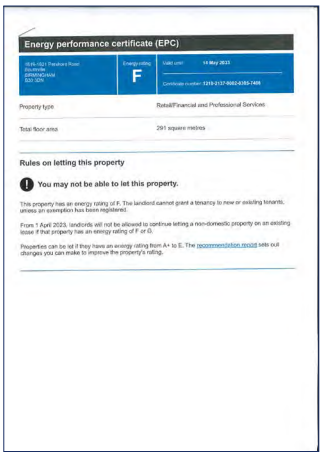
35 BIRMINGHAM STREET



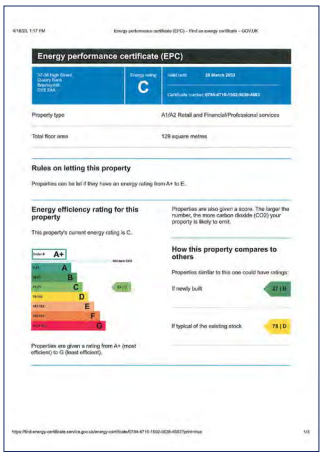
36 MEDLEY ROAD



395 LODGE ROAD



1819-1821 PERSHORE ROAD

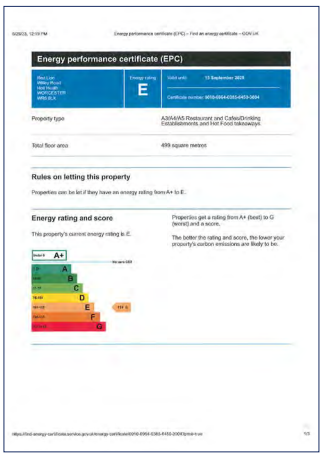


37-38 HIGH STREET

76 UPPER BAR

RED LION 33 HIGH STREET

UNIT 1 DORMSTON TRD EST



RED LION WITLEY ROAD

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 20.06.2023

This will be added to the Legal Pack and available on our website

1-3 BELL HILL

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 20.06.2023

This will be added to the Legal Pack and available on our website

24 MARKET HILL

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 20.06.2023

This will be added to the Legal Pack and available on our website

8 WORCESTER ROAD

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 20.06.2023

This will be added to the Legal Pack and available on our website

THE CINNAMON TREE

The Complete Insurance Solution for your Property Portfolio

Specialist policy wording for Property Owners and Property Managers

"All Risks" cover which can include the same level of cover for vacant properties within a portfolio*

*subject to certain underwriting criteria

All agreed claims up to £5,000 – settled within 24 hours of final invoice

Qualified in-house claims team with delegated authority with partner insurers

01789 761 660

enquiries@pi-propertyinsurance.co.uk

In association with Cottons Chartered Surveyors

British Insurance Brokers' Association

Chartered Insurance Brokers

Pi-Property Insurance is a trading style of Clear Insurance Management Limited, which is authorised and regulated by the Financial Conduct Authority. Registered in England No.3712209. Registered Office: 1 Great Tower Street, London EC3R 5AA

Pi-Property Insurance

part of the CLEAR GROUP

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	**Signed by the buyer**
Name and address of seller	**Signed by us as agent for the seller**
Name and address of buyer	**The buyer's conveyancer is**
The lot	**Name**
The price (excluding any VAT)	**Address**
Deposit paid	**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 G9.3:
(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 disapplied 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) outgoings 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

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

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

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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

Cottons
CHARTERED SURVEYORS

Thinking of selling your property?

We require all types of properties for our forthcoming auction on the 13 September 23

Houses
Shops
Development Land
Flats
Industrial
Freehold Ground Rents

We have built our reputation over the last 20 years by offering a professional, efficient and transparent auction service, based on the traditional core values of selling genuine property, for straightforward sellers at realistic guide prices, with fair and ethical reserves.

Cottons are here to help!

www.cottons.co.uk

Cottons
CHARTERED SURVEYORS

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

0121 247 2233 | auctions@cottons.co.uk
www.cottons.co.uk