

**Cottons**  
CHARTERED SURVEYORS

# AUCTION CATALOGUE

Wednesday **13 September** 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](mailto:auctions@cottons.co.uk)  
**[www.cottons.co.uk](http://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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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](http://www.cottons.co.uk) and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

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

## Auctioneers Advice

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

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

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

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £1250 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

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

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

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

## IMPORTANT NOTICE

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

### Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

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

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Card Payments**
- **Please note that we accept Visa and Mastercard Personal Debit Cards**
- **Personal Credit Cards are NOT accepted**
- **Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%**
- **All Cards must be Chip & Pin enabled**

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

### ID

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

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

### Third Party Bidding

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

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

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

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

## MISREPRESENTATION ACT

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

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

## DEFINITION

### Definition of Guide Prices

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

### Definition of Reserve Price

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

## A Collective Auction Sale Of 38 Lots

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

### Order of sale

LOT	ADDRESS	TENURE
1	313 Streetly Road, Erdington, Birmingham B23 5JN	Freehold Vacant Residential
2	87 Hobs Moat Road, Solihull, West Midlands B92 8JL	Freehold Investment Opportunity
3	33 Telford Gardens, Wolverhampton WV3 7LE	Freehold Residential Investment
4	9 Southfield Avenue, Edgbaston, Birmingham B16 0JN	Freehold Residential Investment
5	140 Tanhouse Farm Road, Solihull, West Midlands B92 9EY	Leasehold Vacant Residential
6	77 Tudor Road, Nuneaton, Warwickshire CV10 9EF	Leasehold Residential Investment
7	23 Heathfield Gardens, Stourbridge, West Midlands DY8 3YD	Freehold Vacant Residential
8	18 Booths Farm Road, Great Barr, Birmingham B42 2NH	Freehold Vacant Commercial
9	41 Reddicap Hill, Sutton Coldfield, West Midlands B75 7BQ	Freehold Vacant Residential
10	161-163 High Street, Tunstall, Stoke On Trent ST6 5EA	Freehold Vacant Commercial
11	270 Baldwins Lane, Hall Green, Birmingham B28 0XB	Freehold Vacant Commercial
12	24 Market Hill, Rothwell, Kettering, Northamptonshire NN14 6BW	Freehold Vacant Commercial
13	44 Elmdon Road, Acocks Green, Birmingham, B27 6LH	Freehold Vacant Residential
14	10 Oxford Street, Stirchley, Birmingham B30 2LE	Freehold Vacant Residential
15	54 Beilby Road, Stirchley, Birmingham B30 3BY	Freehold Vacant Residential
16	19 Tulip Tree Avenue, Kenilworth, Warwickshire CV8 2BU	Freehold Vacant Residential
17	1 Dormston Trading Estate, Burton Road, Dudley, West Midlands DY1 2UF	Freehold Vacant Office Premises
18	42 Harvest Road, Smethwick, West Midlands B67 6NQ	Freehold Residential Investment
19	38 Rangeways Road, Kingswinford, West Midlands DY6 8PN	Freehold Vacant Residential
20	50 Chelmsley Lane, Marston Green, West Midlands B37 7BH	Freehold Vacant Residential
21	44 Carnegie Avenue, Tipton, West Midlands DY4 8SX	Leasehold Vacant Residential
22	Garage Yard Off Acheson Road, Hall Green, Birmingham, B28 0TJ	Freehold Garages
23	Land Junction Of Sedgley Rd West & Neptune St, Tipton DY4 8JF	Freehold Development Land
24	Land East Side Of Turnhurst Road, Packmoor, Stoke-on-trent ST7 4QR	Freehold Development Land
25	Land At Broseley Avenue, West Heath, Birmingham B31 3RA	Freehold Development Land
26	The Cinnamon Tree, Wood Road, Coalville, Leicestershire LE67 1GE	Freehold Vacant Commercial
27	Fgr 51 Portia Avenue, Shirley, Solihull, West Midlands B90 2NW	Freehold Ground Rent
28	Fgr 12 Woodham Close, Rubery, Rednal, Birmingham B45 9YP	Freehold Ground Rent
29	Fgr 39 Woodham Close, Rubery, Rednal, Birmingham B45 9YP	Freehold Ground Rent
30	Flat 31 Ryland House, Great Hampton Row, Birmingham, B19 3JH	Leasehold Residential Investment
31	146 Witton Lane, West Bromwich, West Midlands B71 2AG	Leasehold Vacant Residential
32	Land At Lowfield Drive, Centre 500, Wolstanton, Staffordshire ST5 0UU	Freehold Freehold Land
33	3 Grafton Street, Grimsby, South Humberside DN32 7RN	Freehold Vacant Residential
34	38 Bournville Lane, Stirchley, Birmingham B30 2LN	Freehold Vacant Commercial
35	154/156 Cannock Road, Chads Moor, Cannock, Staffordshire WS11 5BZ	Freehold Vacant Commercial
36	31, 33 & 35 & First Floor No 31 Market Place, Cannock WS11 1BS	Freehold Commercial Investment
37	21 Gowan Road, Alum Rock, Birmingham B8 3JG	Freehold Vacant Residential
38	21 Dulwich Road, Kingstanding, Birmingham B44 0ER	Freehold Vacant Residential

### Auctioneers:

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

### Valuers:

Ian M. Axon ANAVA, Stephen D. Sutton B.Sc. (Est.Man.) FRICS, Dan O'Malley BSc (Hons) MRICS FNAEA FNAVA, Jason Coombes BA MARLA MNAVA

### Auction Team:

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

## IMPORTANT NOTICE

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

All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction to allow sufficient time for processing. Please don't leave it too late.

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

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

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

# Bidding Options

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

## In Room Bidding

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

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

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

Acceptable forms of Identification are:

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

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

- **Card Payments**

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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

## Online, Telephone & Proxy Bidding

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

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

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

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



# Live Online Auction Buying Guide

## Introducing Cottons Online Auctions

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

You will be able to watch and listen to the Auction sale in real time via the 'watch live' stream on our Website.

**A Straightforward Process From Start To Finish With Stress-Free Bidding From The Comfort Of Your Own Home Or Office.**

### REGISTRATION

We offer remote bidding services as follows:

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

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

### ACCEPT TERMS

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

### BIDDING SECURITY

Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1,250 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Payment must be in cleared funds, made by bank transfer into our account in order to complete your bidding and our bank details will be provided once we have processed your bidding form.

### DUE DILIGENCE

#### **Recommended due diligence before bidding**

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

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

# Understand The Guide Price And Reserve Price

## GUIDES & RESERVES

### What is a Guide Price?

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

### What is a Reserve Price?

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

## What happens on the day of the auction?

### Addendum

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

### Start of the Auction

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

### Bidding

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

## THE AUCTION DAY

### On the fall of the hammer

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

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

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

## FALL OF THE HAMMER

## POST AUCTION

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

## DEPOSIT

You agree to pay both the contractual auction deposit equating to 10% of the purchase price along with the Buyers Administration Fee usually £1250 (including Vat) by bank transfer within 24 hours of the auction ending. Your bidding security payment will be credited against the monies due. The contract/memorandum of sale will then be signed on your behalf by the auctioneer with copies being sent to both your solicitor and the seller's solicitor.

# Proxy, Telephone & Internet Bidding

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £6,250 equating to £1,250 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful.

## Type of Bid (Please Tick)

Telephone ☐ Proxy ☐ Internet ☐

## Bidder Information

Name: \_\_\_\_\_

Company Name (if applicable) \_\_\_\_\_

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

Contact Number: \_\_\_\_\_

Contact Number: \_\_\_\_\_  
For telephone bid on auction day

## Solicitor Information

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Contact: \_\_\_\_\_

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

## LOT Details

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

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

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

## Payment Details

Payment Required

**£6,250**  
(Six Thousand, Two Hundred & Fifty Pounds)

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

If your bid is unsuccessful, due to Anti-Money Laundering regulations, we can only refund to the account from where the funds were received.

Please confirm your Bank Account details in boxes provided below. We may need to request further information from you for verification purposes.

Name of Account Holder: \_\_\_\_\_

Account No.         Sort Code:

## Remote Bidding Terms & Conditions

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

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

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

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

The Proxy bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The auctioneer will not bid on Proxy bids beyond the maximum authorised bid and neither can they control the eventuality where a bid equal to the maximum proxy bid is placed by another bidder. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction. The Maximum bid price on Proxy bids must be an exact figure.

The Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The Auctioneer's will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-

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

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day and can commence bidding when the intended Lot is being offered, however should there be any interruption or suspension of internet services, the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for remote bidding services and reserve the right not to bid on behalf of any Telephone/Proxy/Internet bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made. In the event that the telephone, proxy or internet bid is successful the Auctioneer will sign the Contract/Memorandum of Sale on behalf of the Bidder (a Contract having been formed on the fall of the Auctioneers Hammer). If your bid is successful, your details will be given to the sellers solicitor and you will be contacted by the Auctioneers as soon as possible after the Lot has been auctioned.

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

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

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

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

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

# Auction Offer sheet

## LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

## Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

## Solicitors Details:

Name:

Postcode:

Company:

Email:

## Offers Accepted Prior To Auction

If your offer is accepted you will be required to exchange on auction contracts and comply with the full auction conditions outlined in both our catalogue and relevant legal documents.

Please tick the boxes to confirm that you have:

- ☐ 1. Viewed the property you are making an offer for  
☐ 2. Inspected the legal documents relating to the property you are making your offer for

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

If you intend to submit an offer prior to Auction, you MUST complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.  
Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.  
The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

**Please note: not all lots are available for sale prior to the auction. Please check with the auction team on 0121 247 2233**



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**25 October 2023**

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- 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:

**29 September 2023**

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



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

### AUCTION ADMINISTRATION FEE

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

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## 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**



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**25 Oct  
2023**



## LOT 1

**Freehold Vacant Detached Bungalow - 0.26 Acres (1,064 sq.mtrs.)**  
 \*Guide Price: £90,000 - £100,000 (+Fees)

**313 Streetly Road, Birmingham, West Midlands, B23 5JN**



### Property Description:

A detached bungalow of brick construction surmounted by a tiled clad roof set back from the road behind a lawned foregarden and driveway giving access to garage providing off road parking. The property occupies a site area of approximately 0.25 acres (1063.95 sq.mtrs). The property requires modernisation and improvement throughout alternatively the site may have some development potential however all interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council. The property is located on Streetly Road close the junction with Jerry's Lane.

### Accommodation:

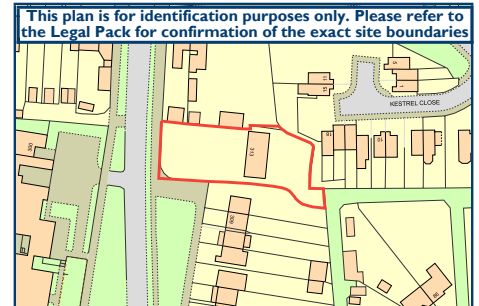
(All measurements are maximum length & width) Entrance Hallway, Lounge (4.17m x 5.79m), Dining Room (3.02m x 3.15m), Kitchen with no fittings (2.41m x 2.97m), Bedroom 1 (3.49m x 4.11m), Bedroom 2 (3.02m x 3.09m), and Bathroom (2.18m x 1.93m) having panelled bath, wash basin and WC, Rear Lobby having access to Garden and Garage (2.05m x 2.74m), Garage (5.05m x 2.74m),

### Outside:

**Front:** Driveway and large lawned garden  
**Rear:** Lawned garden

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

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





## LOT 2

### Freehold Investment Opportunity - Retail Shop and Duplex Maisonette

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

87 Hobs Moat Road, Solihull, West Midlands, B92 8JL



#### Property Description:

A valuable investment opportunity comprising of a three store property of brick construction with pitched tile clad roof having a ground floor retail shop currently trading as a travel agents along with a separate self contained duplex maisonette to the first and second floors which benefits from three bedrooms, part UPVC double glazed windows and gas fired central heating. Both units have access to off road parking located in a rear yard area.

The property forms part of a busy neighbourhood shopping centre set back from Hobs Moat Road behind a service road providing customer car parking and forms part of the well regarded area of Solihull. The property is located approximately 2 miles to the North of Solihull Town Centre accessed via Lode Lane and is within 4 miles from the M42 motorway (Junction 6).

#### Tenancy Information:

**Retail Shop (87):** Currently trading as Solar Travel, let on a new lease for a term of 5 years from 17th August 2023 with 2 year tenant only break clause and at a current rental of £17,500 per annum. The tenant has occupied the property for 35 years.

**Duplex Maisonette (87A):** Currently Vacant.

#### Accommodation:

##### Ground Floor

Retail Shop 39.14 sq.ms (421 sq.ft), Lobby to Rear Office/Store 18.65 sq.ms (200 sq.ft), Kitchenette with wash basin, Toilet with WC.

##### First Floor

Duplex Maisonette with External Stairs and Walled Yard Area with stores, Reception Hall, Kitchen: 4.27 x 3.5m with 2 x stores, Lounge: 6.03m x 3.40m.

#### Second Floor

Stairs and Landing, Bedroom One: 3.41m x 3.01m, Bedroom Two: 4.11m x 3.50m, Bedroom Three: 2.97m x 2.38m, Bathroom with panelled bath and electric shower over, pedestal wash basin, WC.

**Outside:** Rear Yard and Parking Area.

#### Legal Documents:

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

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





## LOT 3

### Freehold Investment - End Terrace House with Three Bedrooms \*Guide Price: £135,000 - £140,000 (+Fees)

33 Telford Gardens, Wolverhampton, West Midlands, WV3 7LE



#### Property Description:

A two-storey end-terrace home constructed circa 1970s of crosswall construction surmounted by a pitched tile clad roof and extended to the rear ground floor. The property benefits from uPVC double glazed windows, gas fired central heating and is broadly in a presentable condition.

The property is located within a cul-de-sac residential location off Trysull Gardens, conveniently located circa. 1.2 miles from Penn Hospital, 2.4 miles from Wolverhampton City Centre and 2.7 miles from Wolverhampton Train Station.

A structural survey and tree survey have been conducted on the property which is available for inspection in the legal pack.

#### Tenancy Information

The property was originally let on 7th November 2019 on a six month assured shorthold tenancy agreement. The property is currently on a contractual periodic tenancy with the tenants paying £700pcm (£8,400 per annum).

#### Accommodation

**Ground Floor** Porch, Living Room: 4.47m x 4.67m, Kitchen Diner: 5.17m x 4.47m (maximum).

**First Floor** Stairs and Landing, Bedroom One: 4.33m x 2.63m, Bedroom Two: 3.34m x 2.63m, Bedroom Three: 2.6m x 1.79, Bathroom with wash basin and W.C.

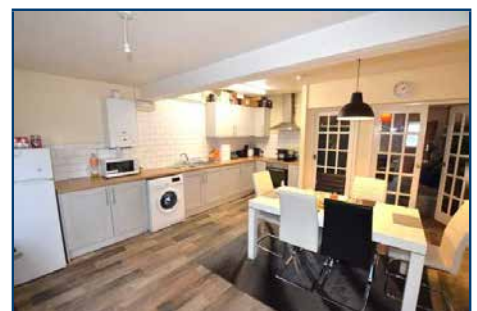
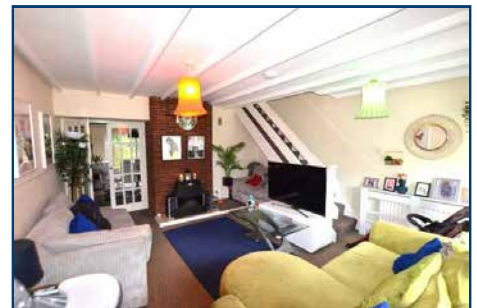
#### Outside:

Front: Lawned foregarden  
Rear: Driveway to Garage: 4.86m x 2.45m, Garden

#### Legal Documents:

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

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





**LOT 4**
**Freehold Investment (Mid Terrace House)**

\*Guide Price: £118,000 - £128,000 (+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

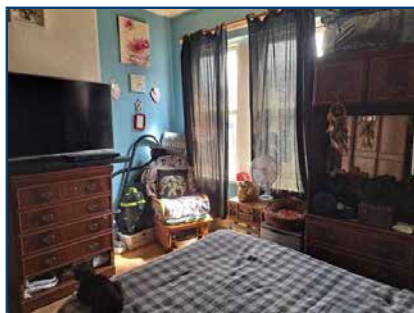
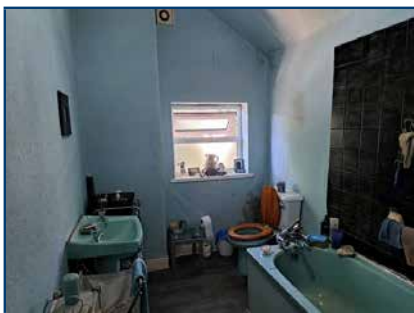
**Outside:**

**Front:** Walled Foregarden

**Rear:** Garden

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

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



# LEGAL PACKS

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

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

The Legal Pack is available at the Auctioneers offices 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.

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## LOT 5

### Leasehold Vacant Two Bedroom Flat \*Guide Price: £100,000 - £110,000 (+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:

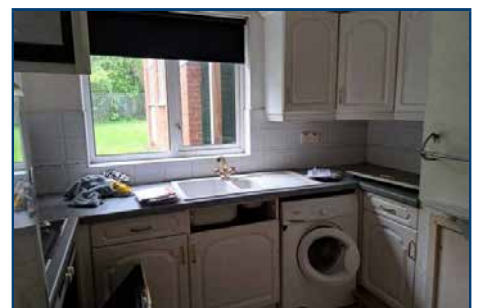
The freeholder of the Tanhouse Farm development has agreed that an extended lease of the Property for a term of 999 years from and including 24th June 1982 shall be available to the buyer (in substantially the form of the draft lease attached in the Legal Pack) subject to payment of a premium of £2,500.00 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](http://www.cottons.co.uk)

#### Viewings

Via Cottons – 0121 247 2233



Views of Elmdon Park



Secure Garage Area



**LOT 6**
**Leasehold Two Bedroom Maisonette subject to Regulated Tenancy**  
 \*Guide Price: £35,000 - £40,000 (+Fees)

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

**Viewings:**

Via Cottons - 0121 247 2233



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## LOT 7

### Freehold Vacant Three Bedroom Extended End Townhouse \*Guide Price: 180,000 - £190,000 (+Fees)

23 Heathfield Gardens, Stourbridge, West Midlands, DY8 3YD



#### Property Description:

A extended three bedroom end townhouse of brick construction surmounted by a tiled roof set back from the road behind a foregarden providing off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property further benefits from having a full width extension to the ground floor providing additional living accommodation. Heathfield Gardens is a cul-de-sac located off South Road and the property is within walking distance to Mary Stevens Park. The property is also within approximately half a miles distance from Stourbridge Town Centre providing a wide range of shops and amenities.

#### Planning:

Planning was granted by Dudley Metropolitan Borough Council (Ref: P18/0181/LDO) dated the 1st of March 2018 for a single story side and rear extension. Please note the rear extension has been built including first fix electrics, plumbing and floor insulation, the side extension has the

foundations in and built up to ground level. All have been fully inspected by DMBC Building control.

#### Ground Floor

Reception Hall with store, Lounge: (5.66 x 3.65m), Kitchen: (2.74 x 2.64m), WC, Rear Extension: (5.48 x 2.99m), Stairs

#### First Floor

Landing, Bedroom 1: (4.16 x 2.79m), Bedroom 2: (4.14 x 2.74m), Bedroom 3: (2.74 x 1.78m), Shower room having shower cubicle, wash basin and WC: (2.64 x 1.78m)

#### Outside:

**Front:** Foregarden allowing for off road parking  
**Rear:** Lawned garden

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

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



**LOT 8**
**Freehold Vacant Extended Retail Premises**

\*Guide Price: £275,000 - £295,000 (+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 fittings: (1.69 x 2.36m), Separate V.C., Room 4 (accessed via external staircase): (4.43 x 5.67m),

**Outside:**

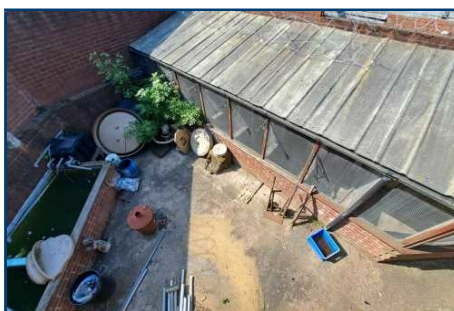
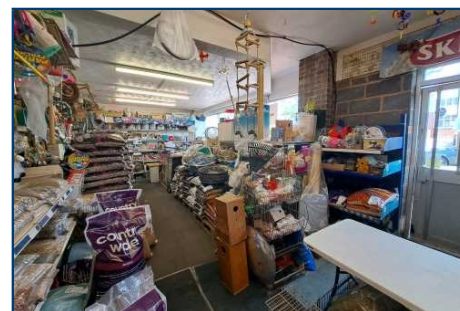
**Front:** Forecourt providing off road parking

**Rear:** Yard Area, Fish Pond and Bird Aviaries x 8

**Legal Documents** – Available at

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

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





## LOT 9

### Freehold Vacant End Terraced House \*Guide Price: £166,000 - £176,000 (+Fees)

41 Reddicap Hill, Sutton Coldfield, West Midlands, B75 7BQ



#### Property Description:

A traditional two bedroom end terraced house of brick construction surmounted by a pitched replacement tile clad roof and benefitting from UPVC double glazed windows and external doors, and gas fired central heating. The property further benefits from a loft room which includes access via a pull down ladder, carpet, lighting, electric power sockets and radiator. Reddicap Hill forms part of an established residential area situated approximately three quarters of a mile distance to the east of Sutton Coldfield Town Centre.

#### Accommodation:

##### Ground Floor

Front Reception Room: (3.66x3.62m), Breakfast Kitchen: (3.62x3.63m), Pantry Cupboard

##### First Floor

Stairs and Landing with access to loft, Bedroom 1: (3.63x3.58m), Bedroom 2/Box Room: (1.93x1.73m) Bathroom with panel bath with shower over, wash basin and WC.

#### Loft:

Accessed via a pull down ladder and has carpet, lighting, electric power sockets and radiator.

#### Outside:

Rear: Patio and garden area with raised borders

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

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





**LOT 10****Freehold Vacant Retail Property with Substantial Upper Floors - 7,248 sq ft****\*Guide Price: £90,000 - £99,000 (+Fees)****161-163 High Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 5EA****Property Description:**

A substantial three-storey retail property with additional basement and attic storage accommodation, occupying a prominent High Street location in Tunstall, one of the five principal towns constituting Stoke on Trent and likely to be of interest to owner-occupiers, investors and developers. .

The main building comprises a three/four storey property of substantial solid brickwork construction, with a pitched, tiled roof. There are a range of single storey and two-storey extensions to the rear of the main building which can be accessed from a rear right of way.

The main ground floor sales area is arranged or split over two levels and the entire property has previously been in single occupation, so that the upper floors were used for ancillary purposes, however they may provide scope for alternative use, including residential (subject to planning consent).

The property is situated slightly north of Tower square and virtually opposite the impressive Tunstall Town Hall building which has undergone recent refurbishment and the property is conveniently located for access to Junction 16 of the M6 Motorway being approximately 5 miles to the west.

**Planning**

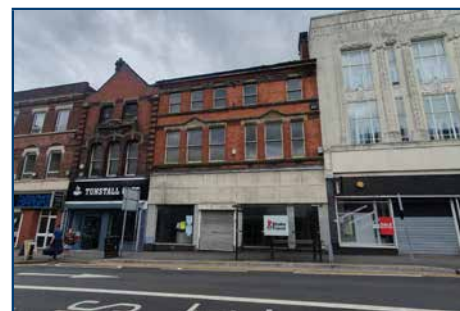
Subject to creating a suitable independent access and subject to obtaining appropriate planning consent, the upper floors have re-development potential for a variety of uses including, perhaps, residential or leisure use and all interested parties should discuss any proposals for the property with the local planning department.

**Accommodation****Ground Floor - 213.6 sq m (2,299 sq ft)****First Floor - 159.5 sq m (1,717 sq ft)****Second Floor - 104.1 sq m (1,120 sq ft)****Third Floor - 76.5 sq m (823 sq ft)****Basement - 119.8 sq m (1,289 sq ft)****Total Net Internal Area**

673.5 sq m (7,248 sq ft)

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

Via Cottons - 0121 247 2233



VIEW OF IMMEDIATE SURROUNDING AREA



VIEW OF IMMEDIATE SURROUNDING AREA



## LOT 11

### Freehold Premises with Vacant Ground Floor Retail Shop \*Guide Price: £140,000 - £148,000 (+Fees)

#### By Instructions of the Liquidators of Starlight Laundry Services Limited 270 Baldwins Lane, Hall Green, Birmingham, West Midlands B28 0XB

##### Property Description:

A freehold premises of three storey brick construction surmounted by a pitched tile clad roof comprising of a vacant ground floor retail shop/former Launderette along with a flat over which is subject to a long leasehold interest.

The property is prominently situated in a parade of neighbourhood shops located on Baldwins Lane, set back behind a forecourt parking area and the retail accommodation has been substantially extended to the rear ground floor, having the benefit of rear vehicular access located off Acheson Road.

Baldwins Lane forms part of the popular Hall Green residential suburb and leads directly off the Robin Hood Island at the Junction with Stratford Road (A34) where the property is located to the southern section of Baldwins Lane.

##### Accommodation:

###### Ground Floor

Main Retail Area: 43.63 sq.ms (470 sq.ft) with aluminium double glazed front, Store Room with Kitchenette: 20.04 sq.ms (215 sq.ft), Lower Level Store/Workshop: 45.79 sq.ms (493 sq.ft) with inner lobby having WC and wash basin. Enclosed Yard Area, Garage: 25.95 sq.ms (279 sq.ft) accessed via right of way leading off Acheson Road.

First & Second Floors Not Applicable.

**Note 1:** The Flat is subject to a long leasehold interest for a term of 125 years from 1st September 2007 at a ground rent is £240 per annum.

**Note 2:** The Launderette machines and equipment are excluded from the sale and will be removed prior to completion.

##### Legal Documents:

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

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



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**LOT 12**
**Freehold Vacant Town Centre Restaurant and Office Premises**

\*Guide Price: £280,000 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).

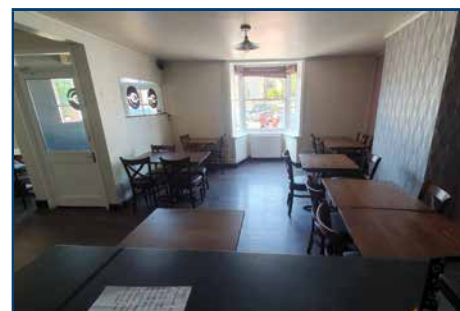
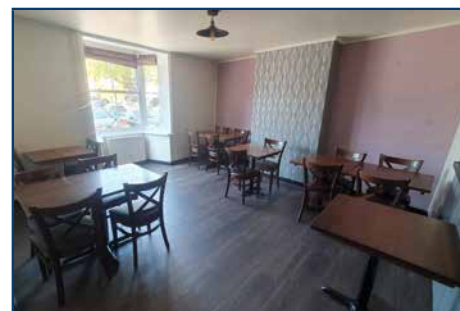
**Outside:** External store.

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

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



## LOT 13

### Freehold Vacant Detached Property (3 Self Contained Flats). \*Guide Price: £250,000 - £270,000 (+Fees)

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



#### Property Description:

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

#### Accommodation:

(All measurements are maximum length & width)

#### Ground Floor

Communal Entrance hallway with access to stairs:

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

#### First Floor

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

#### Second Floor

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

#### Outside:

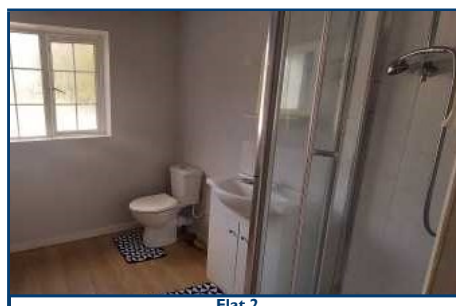
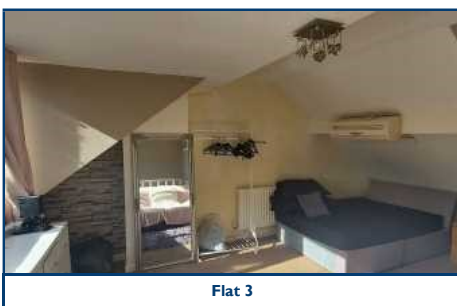
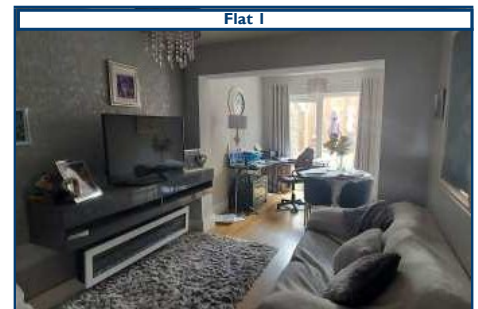
Front: Lawned foregarden  
Rear: Garden Area

#### Legal Documents:

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

#### Viewings:

Via Cottons – 0121 247 2233





**LOT 14**
**Freehold Vacant Mid Terraced House with Two Bedrooms**

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

**10 Oxford Street, Stirchley, Birmingham, West Midlands B30 2LE**
**Property Description:**

A traditional two storey mid terraced house of brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and benefitting from UPVC double glazed windows/external doors and gas fired central heating, but requiring some cosmetic improvement and upgrading.

The property forms part of a popular and well regarded established residential area and Oxford Street leads directly off Bournville Lane, which in turn leads directly off both Linden Road and Pershore Road (A441). The property is conveniently located within a approximately 500 metres from both Pershore Road, which provides wide range of local amenities and from Bournville Railway Station.

**Accommodation:**

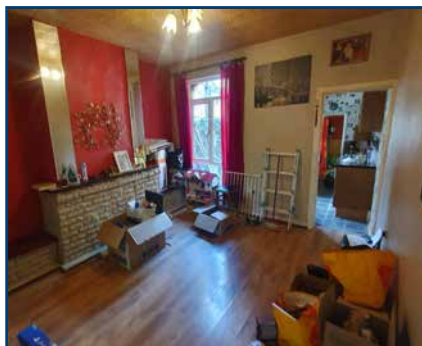
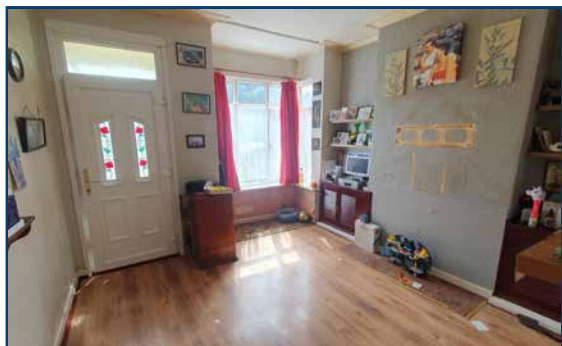
**Ground Floor** Porch, Front Reception Room: 3.64m x 3.25m, Lobby with store, Rear Reception Room: 3.91m x 3.64m, Kitchen: 4.31m x 1.95m with range of units, Toilet/Utility Room: 2.34m x 1.91m with WC.

**First Floor** Stairs and Landing, Bedroom One (Double) 3.63m x 3.29m, Bedroom Two (Double): 3.9m x 2.73m, Large Shower Room: 4.33m x 1.98m with glazed shower cubicle, vanity wash basin and WC.

**Outside:** Front: Walled foregarden. Rear: Yard and Garden

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

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



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## LOT 15

### Freehold Vacant End Terraced House (Three Double Bedrooms)

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

#### 54 Beilby Road, Stirchley, Birmingham, West Midlands B30 3BY

##### Property Description:

An end terraced property of rendered brick construction surmounted by a tiled roof occupying a corner plot set back from the road behind a walled foregarden. The property benefits from having part UPVC double glazing and gas fired central heating. The property is situated on a corner plot with Beilby Road and Windsor Road. Beilby Road can also be found off Fordhouse Lane (A4040).

##### Accommodation:

###### Ground Floor

Entrance Hallway, Lounge: (3.47 x 3.48m), Dining Room: (3.46 x 4.24m), Kitchen: (3.74 x 3.48m), Inner Lobby and Store, Bathroom having corner bath with shower over, wash basin and WC,

###### First Floor

Stairs and Landing, Bedroom 1: (3.51 x 3.51m), Bedroom 2: (3.48 x 3.49m, inter-communicating with Bedroom 3 (3.76 x 3.50m)

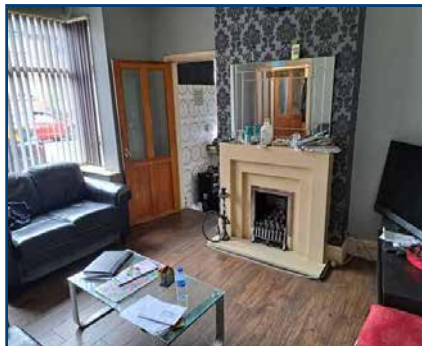
##### Outside:

**Front and Side:** Walled foregarden

**Rear:** Overgrown garden fronting Beilby Road

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

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



### --- Legal Documents Online ---



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

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

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**LOT 16****Freehold Vacant Bungalow in Sought After Location with Two Bedrooms**

\*Guide Price: £380,000 - £400,000 (+Fees)

**19 Tulip Tree Avenue, Kenilworth, West Midlands, CV8 2BU****Property Description:**

A modern link detached bungalow of brick construction surmounted by a pitched tile clad roof set back from the road behind a fore garden and driveway, providing well laid out accommodation and benefitting from two double bedrooms, garage, conservatory, UPVC double glazed windows/external doors and gas fired central heating.

The property is situated in the highly regarded town of Kenilworth and Tulip Tree Avenue runs between Windy Arbour and Whitemoor Road, less than half a mile to the east of the Kenilworth Town Centre containing a wide range of retail amenities, bars, restaurants and services.

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

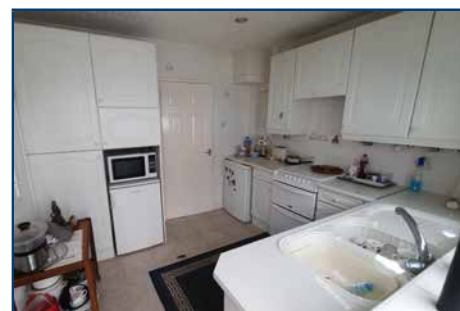
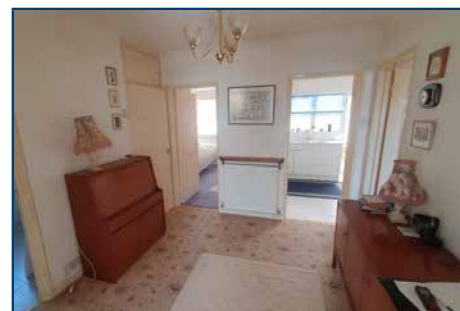
Entrance Hall, Reception Hall/Room: 2.93m x 2.83m, Lounge (L Shaped): 6.1m x 4.32m (maximum), Kitchen: 3.03m x 2.71m with range of fitted units, Conservatory: 7.28m x 2.03m with two walk in stores, Bedroom One (Double): 3.32m x 3.31m, Bedroom Two (Double): 4.17m x 3.30m, Shower Room: 2.92m x 2.29m (maximum) with glazed shower enclosure, vanity wash basin, WC.

**Outside:**

Front: Lawned foregarden and tarmacadam driveway providing off road parking, Garage: 5.10m x 2.43m.  
Rear: Lawned garden.

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

Via Cottons - 0121 247 2233



## LOT 17

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

### 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](http://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.





**LOT 18**
**Freehold Investment - Extended End Terraced House - Three Bedrooms**

\*Guide Price: £158,000 - £168,000 (+Fees)

**42 Harvest Road, Smethwick, West Midlands B67 6NQ**
**Property Description:**

An extended three bedroom end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing for off road parking. The property benefits from having UPVC double glazing, gas fired central heating and full width single storey rear extension. Harvest Road is located off Broadmoor Avenue which in turn is found off Hurst Road.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £615 pcm (£7,380 per annum)

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

Entrance Hallway, Lounge (4.30x4.26m),

Dining Room (3.03x4.27m), Kitchen (2.36x4.88m) and WC.

**First Floor**

Bedroom 1 (4.15x2.53m), Bedroom 2 (3.05x3.45m), Bedroom 3 (2.72x2.59m) and Bathroom (2.09x1.66m) having panelled bath, wash basin and WC

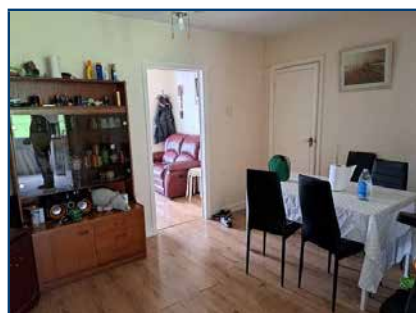
**Outside:**

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

**Rear:** Lawned garden

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

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



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**LOT 19**

**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.

**Outside:** Front : Gravelled foregarden and paved driveway.

**Outside:** Rear: Paved patio and lawned garden.

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

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



**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.





**LOT 20**
**Freehold Vacant Detached 4 Bedroom House with Development Potential**

\*Guide Price: £400,000 - £450,000 (+Fees)

**By Instruction of the LPA Receivers**
**50 Chelmsley Lane, Marston Green, Birmingham, West Midlands, B37 7BH**

**Property Description:**

An opportunity to purchase a large family home set within a substantial plot of land having redevelopment potential and located in the popular commuter village of Marston Green. The property is approached from Chelmsley Lane via a private driveway leading to a large fore court parking area containing a detached garage. The property itself benefits from generous living accommodation which includes four bedrooms having part UPVC double glazed window, gas fired central heating and includes large lawned rear/side garden which offers development potential subject to planning consent.

The property is situated to the Eastern section of Chelmsley Lane (no through road) which leads off Alcott Lane and is located approximately 7 miles to the east of Birmingham City Centre and 5 miles to the North of Solihull with easy commuting access to both the M42 and M6 Motorways. Station Road is within 1/3 of a mile providing access to Marston Green Railway Station and a range of local shops and amenities in the village centre.

**Planning Consent**

Consent was granted by Solihull MBC dated 15th May 2019 (reference PL/2019/00771/PPFL for residential development comprising of the erection of one dwelling, ancillary access drive and new garage to serve existing dwelling and demolition of existing garage. Consent has now lapsed and all interested parties should consult with Solihull MBC regarding any proposals for the site.

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

Covered Entrance, Reception Hall, Built in Store, Cloakroom with WC and wash basin, Sitting Room: 4.29m x 3.65m, Lounge: 4.63m x 4.27m, UPVC Conservatory: 3.47m x 3.38m, Kitchen and Dining Room: 5.79m x 2.86m with range of units, Utility Room: 3.02m x 3.02m, Store: 2.5m x 1.52m.

**First Floor**

Stairs and Large Landing Area: 3.14m x 2.41m with store, Bedroom One: 4.31m x 3.65m, Bedroom Two: 3.48m x 1.98m, Bedroom Three: 4.66m x 3.22m, Bedroom Four: 2.88m x 2.74m, Family Bathroom: 2.97m x 2.84m with corner bath, glazed shower enclosure, pedestal wash basin, WC.

**Outside:**

Front: Private tarmacadam driveway to tarmac forecourt providing multi-car parking and fore garden containing various trees and shrubs. Freestanding brick/block built garage: 6.67m x 3.8m. Rear/Side: Large lawned garden providing development potential.

**Total site Area:** approx. 0.5 acres (2,060 sq.m)



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


**Legal Documents:**

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

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





## LOT 21

**Leasehold Vacant Studio Flat**  
\*Guide Price: £30,000 - £35,000 (+Fees)

### 44 Carnegie Avenue, Tipton, West Midlands DY4 8SX

#### Property Description:

A purpose built first floor apartment forming part of a two storey block set back behind a communal car parking area. The property includes UPVC Double Glazing and Electric Heating. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East. The property has previously been let on an Assured Shorthold Tenancy Agreement producing a rental of £367.28 per calendar month (£4,407.36 per annum).

#### Accommodation:

##### Ground Floor

Communal Entrance Hall, Stairs

##### Flat 44:

Open Plan Bed/Living Room/Kitchen Area, Dressing Room with wash basin, Bathroom with panelled bath with shower over and WC

#### Outside:

Communal gardens and car parking area

#### Leasehold Information

Lease Term: 120 Years from 24 June 1982

Service Charge: Refer to Legal Pack

Ground Rent: Refer to Legal Pack



#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 2472233



Communal Parking Area

## LOT 22

**A Block of Five Freehold Lock-Up Garages - Part Investment**  
\*Guide Price: £55,000 - £60,000 (+Fees)

### Garage Yard Off Acheson Road, Hall Green, Birmingham, West Midlands B28 0TJ

#### Property Description:

A block of 5 lock-up garages set back behind a forecourt hard standing and having direct access via a service road leading from Acheson Road (adjacent to number 14).

Acheson Road is located in the popular residential suburb of Hall Green and located off the southern section of Baldwins lane which provides direct access to Stratford Road (A34).

#### Rental Income

One garage is let producing a rental income of £90 pcm (£1,080 per annum).

Four garages are currently vacant

Potential Rental Income (when fully let) :

£450 pcm (£5,400 per annum)

#### Legal Documents:

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

#### Viewings:

Via Cottons - 0121 247 2233

**Note:** The Land Registry title document refers to the property as Garages lying to the South of Baldwins Lane, Birmingham.



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



## LOT 23

### Freehold Development Land - Planning Consent for Six Apartments

\*Guide Price: £113,000 - £123,000 (+Fees)

#### Land on the Junction of, Sedgley Road West & Neptune Street, Tipton, West Midlands DY4 8JF

##### Property Description:

A parcel of freehold land, rectangular in shape with a triangular end, extending to a site area of approximately 762 sq.ms (0.19 acres) and benefitting from planning consent for a development scheme of six (qty), one bedroom apartments.

The site is prominently located at the junction of Neptune Street and Sedgley Road West (A457), conveniently located circa. 500 metres from Tipton Shopping Centre, circa. 700 metres from Tipton Train Station and circa. 1.4 miles from Dudley Town Centre, in a predominantly residential area interspersed with a range of commercial buildings.

##### Planning

Outline planning consent was granted on 10th June 2022 by Sandwell Metropolitan Borough Council (Ref: DC/22/66736) for a development of six (qty) one bedroom apartments with associated parking and access.

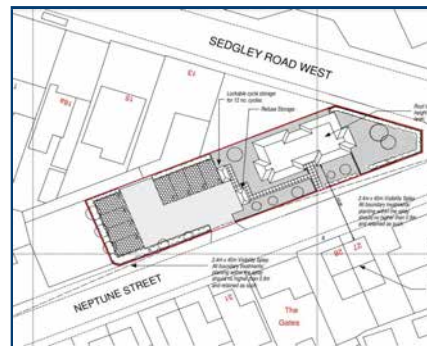
Architect's drawings approved with the application proposed accommodation of six flats each having a minimum floor area of 50 sq.ms (538 sq. ft) and eight car parking spaces.

A copy of the planning documentation and architect plans are available to view on Sandwell Council's website.

##### Legal Documents:

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

**Viewings:** External Inspection Only



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# LOT 24

**Freehold Building Plot - Consent for a 3 Bedroom Bungalow**  
\*Guide Price: £65,000 - £75,000 (+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

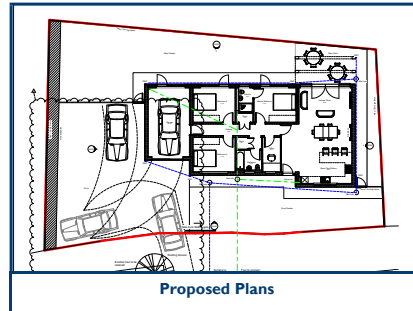
**Rear:** Garden

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

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



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



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## HOUSING



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# Cottons

CHARTERED SURVEYORS



**LOT 25**
**Freehold Development Site - Consent for Six Dwellings**

\*Guide Price: £360,000 - £380,000 (+Fees)

**Land at Broseley Avenue, West Heath, Birmingham, West Midlands, B31 3RA**


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

**Property Description:**

A freehold residential development site benefitting from Planning Consent for the erection of six dwellinghouses with associated access road. The site extends to an area of approximately 0.56 acres (2,287 mtr.sq). The two existing dwellinghouses have already been demolished and the site has been levelled.

Broseley Avenue forms part of an established residential area and is located off Conover Road which in turn is found off Cropredy Road. The property is also approximately within half a miles distance to West Heath Hospital with Longbridge Town Centre and Longbridge Train Station being approximately 1.4 miles distance from the site.

**Planning:**

Planning Consent was granted on the 25th of November 2021 by Birmingham City Council (Ref: 2021/03985/PA) for the demolition of two existing dwellinghouses and the erection of six dwellinghouses with associated access road. **Please note** - The two existing dwellinghouses have already been demolished.

**Proposed Accommodation:**

Plans submitted with the application include the following accommodation for each property.

**Ground Floor**

Entrance Hallway, Lounge, Dining Kitchen, Utility and W/C, Stairs,

**First Floor**

3 Bedrooms and bathroom

**Outside:**

**Front:** Parking and garden

**Rear:** Garden

A copy of the planning consent and proposed plans are available to inspect from Birmingham city councils website - [www.birmingham.gov.uk](http://www.birmingham.gov.uk)

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

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



## LOT 26

### 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).

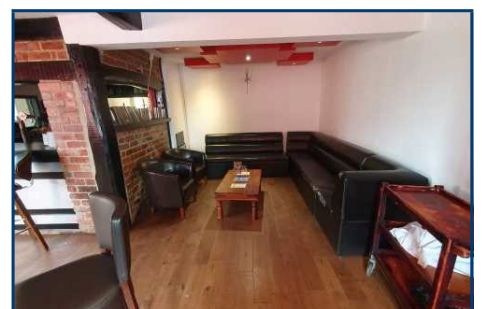
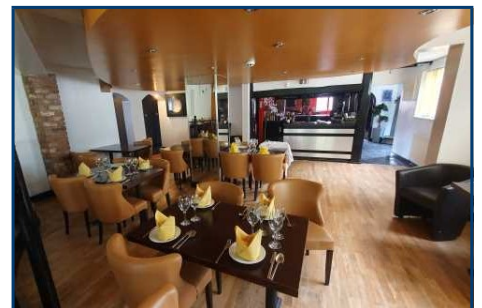
**Note:** The sale of the property excludes the kitchen equipment and furniture, which are available for sale separately by negotiation.

#### Legal Documents:

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

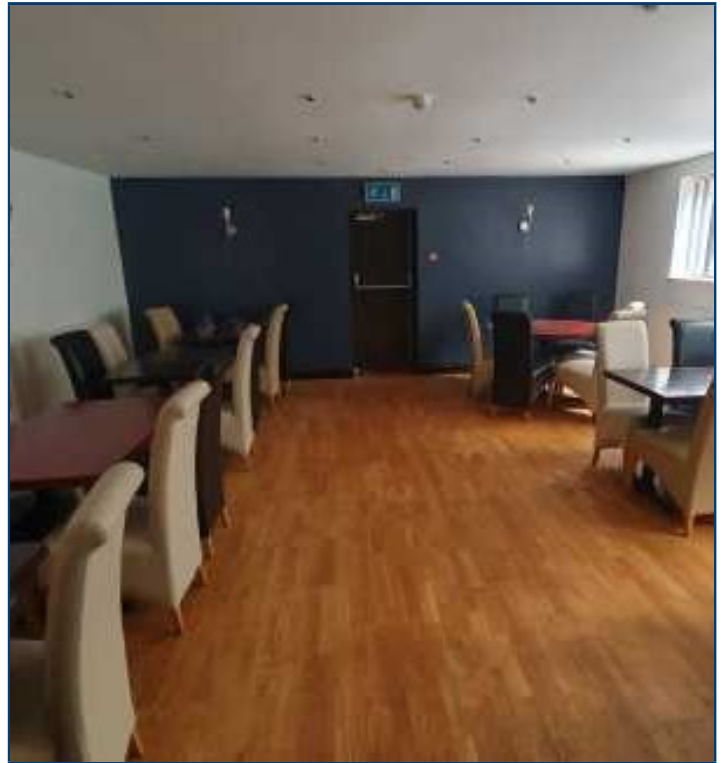
#### Viewings:

Via Cottons - 0121 247 2233





**Freehold Vacant Restaurant Premises on Large Plot with Car Parking**  
\*Guide Price: £430,000 PLUS (+Fees)





## LOT 27

### Freehold Ground Rent Secured on a Semi Detached House

\*Guide Price: £24,000 - £27,000 (+Fees)

#### FGR 51 Portia Avenue, Shirley, Solihull, West Midlands B90 2NW

##### Property Description:

A freehold ground rent investment secured upon a traditional semi detached house of two-storey brick construction with hipped tile clad roof, set back behind a foregarden and driveway providing off road car parking and access to garage.

The property is situated in the popular and well regarded residential area of Shirley.

The property is subject a long Lease Term of 99 years (less 3 days) from 1 January 1952 (approx. 28 years unexpired) at a ground rent of £14 per annum.

##### Legal Documents:

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

##### Viewings:

Not Applicable



## LOT 28

### Freehold Ground Rent Secured on a Modern Semi Detached House

\*Guide Price: £6,000 - £8,000 (+Fees)

#### FGR 12 Woodham Close, Rednal, Birmingham, West Midlands B45 9YP

##### Property Description:

A freehold ground rent investment secured upon a modern semi 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](http://www.cottons.co.uk)

##### Viewings:

Not Applicable



## LOT 29

### Freehold Ground Rent Secured on a Modern Semi Detached House

\*Guide Price: £6,000 - £8,000 (+Fees)

#### FGR 39 Woodham Close, Rednal, Birmingham, West Midlands B45 9YP

##### Property Description:

A freehold ground rent investment secured upon a modern semi 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](http://www.cottons.co.uk)

##### Viewings:

Not Applicable





**LOT 30**
**Leasehold Investment - One Bedroom Flat - Rental Income £6,900 pa**

\*Guide Price: £52,000 - £56,000 (+Fees)

**Flat 31, Ryland House, Great Hampton Row, Birmingham, West Midlands, B19 3JH**
**Property Description:**

A well laid out one bedroom flat located on the 8th floor of a purpose built block, benefitting from, electric storage heating and UPVC double glazed windows. The property is located on Great Hampton Row at the junction with Unett Street and is within approximately half a miles distance from Birmingham City Centre.

The property is let on a company tenancy to Serco Group PLC, a provider of public services on behalf of Central Government, at a rental of £575 pcm (£6,900 pa).

**Accommodation:**

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

**Eighth Floor**

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

**Outside:**

Communal parking area

Note: The accommodation photographs were taken prior to the tenants occupation.

**Leasehold Information**

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

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

**Legal Documents:**

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

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


**LOT 31**
**Leasehold Vacant Ground Floor Flat**

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

**146 Witton Lane, West Bromwich, West Midlands B71 2AG**
**Property Description:**

A ground floor flat situated in a purpose built block of brick construction set back from the road behind communal lawned foregardens. The property benefits from having UPVC double glazing, electric heating and a private rear garden. The property is situated on Witton Lane close to the junction with both Coles Lane and Jowetts Lane.

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

Entrance Hallway, Lounge: (3.71 x 3.46m), Kitchen: (2.82 x 2.96m), Double Bedroom: (4.00 x 2.80m), Bathroom with panelled bath with electric shower over, wash basin and WC: (1.71 x 2.71m)

**Outside:**

**Rear:** Private Paved Garden

**Leasehold Information:**

**Term:** 125 years from 1st April 2005

**Rent:** £10.00 per annum

**Service Charge:** Refer to Legal Pack

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

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





## LOT 32

**Freehold Land comprising of a Roadway with Verge Areas**  
 \*Guide Price: £500 - £1,000 + 20% VAT (+Fees)

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

**Land at Lowfield Drive Centre 500, Wolstanton, Stoke-on-Trent, Staffordshire ST5 0UU**

### Property Description:

A parcel of freehold land held under Land Registry Title Number SF524190 comprising of a tarmac road and several areas of verge and designated as surplus following St Modwens development of Lowfield Drive and surrounding industrial units in early 2000's.

The road serves a modern business park containing a variety of industrial units, located directly off a traffic roundabout known as Wolstanton junction (A527) which provides direct access to Queensway (A500) being a major trunk road connecting the City of Stoke-on-Trent to the M6 Motorway Junctions 15 & 16.

Note 1: All interested parties should refer to the Legal Documents which includes all title documents and plans detailing the full extent of the road and land being sold along with any third party rights over. The catalogue plan is for identification purposes only.

Note 2: The property is sold subject to whatever rights may affect it, including the rights (if any) of any person in occupation of the property

Note 3: Staffordshire County Council have confirmed that the road will be adopted and an adoption certificate will be provided.

### Legal Documents:

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

**Viewings:** External Only



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



## LOT 33

**Freehold Vacant Extended Mid Terraced House**  
 \*Guide Price: £43,000 - £48,000 (+Fees)

**3 Grafton Street, Grimsby, South Humberside DN32 7RN**

### Property Description:

A traditional mid terraced house of two storey brick construction with pitched interlocking tile clad roof with single storey rear extension, offering well laid out accommodation and set back from the road behind a front fore court.

The property benefits from uPVC double glazed windows, gas fired central heating and but would benefit from some updating.

The property is located within an established residential area, circa. 650 metres from New Clee Train Station and circa. 1 mile from Grimsby Town Centre providing a wide range of local amenities.

### Accommodation

**Ground Floor** Hallway, Living Room: 3.94m x 3.66m, Dining Room: 3.94m x 3.74m, Kitchen: 4.2m x 2.84m, Storeroom: 3.27m x 0.83m, Utility Room with Store off: 4.08m x 3.00m.

**First Floor** Stairs and Landing, Bedroom One: 3.96m x 4.71m, Bedroom Two: 2.93m x 3.93m, Window Box Room: 2.20m x 1.5m, Bathroom with wash basin and W.C.: 2.8m x 1.85m

### Outside:

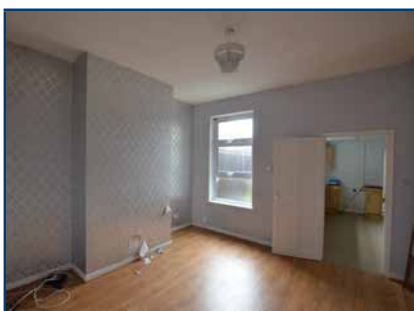
Front - Walled forecourt

Rear - Paved yard/garden

### Legal Documents:

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

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





**LOT 34**
**Freehold Vacant, Three Storey, Commercial/Residential Property.**

\*Guide Price: £210,000 - £230,000 (+Fees)

**38 Bournville Lane, Stirchley, Birmingham, B30 2LN**

**Property Description:**

A traditional three storey end-terrace property constructed circa. 1900s of brick wall construction surmounted by a slate tile pitched roof.

The property comprises of a ground floor retail unit most recently trading as a barbers, with residential accommodation above accessed by two internal staircases. The property is in need of modernisation and refurbishment throughout.

The property has UPVC double-glazed windows and gas fired central heating and benefits from two garages to the rear providing secure off road parking. The property is set directly adjacent to the pavement off Bournville Lane on the corner of Regent Street in predominately a residential location, conveniently situated within 200 metres from Bournville Train Station, 1.6 miles from the University of Birmingham and the Queen Elizabeth Hospital.

**Accommodation**
**Ground Floor**

Retail area (4.67x4.88m), store room (4.83x1.17m), staff room (3.21x3.38m),

shower room with wash basin and W.C (2.14x2.65m), Rear inner lobby with stairs to first floor, Lounge, (3.79x3.06m), kitchen (2.00x2.70m), Front entrance hallway with separate stairs to first floor.

**First Floor**

Accessed via two separate staircases, living room (3.62x3.97m), kitchen (3.41x4.95m), bathroom with wash basin, W.C. and shower cubicle (3.71x1.72m).

**Second Floor**

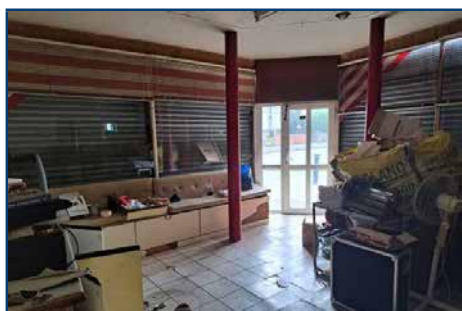
Stairs and landing, bedroom one (3.60x3.96m), bedroom two (2.74x3.96)

**Outside**

Rear – Garden and two garages (internally uninspected)

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

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



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



## LOT 35

### Freehold Vacant Detached Property/Development Site - Consent for 6 Flats \*Guide Price: £150,000 - £165,000 (+Fees)

154-156 Cannock Road, Cannock, Staffordshire, WS11 5BZ



#### Property Description:

A freehold redevelopment opportunity comprising of a rectangular shaped site extending to an area of approximately 0.17 acres (689 sq.ms) and having planning consent for demolition of the existing building and construction of a three storey block containing 6 x 2 bedroom apartments.

The site currently contains a substantial detached premises fronting Cannock Road originally comprising of a pair of semi-detached dwelling houses which have been combined to form a ground floor retail unit and 3 self contained flats, which alternatively to the existing consent could be refurbished and retained as an investment property and in addition the rear garden may provide scope for further redevelopment, ancillary to the existing premises.

The property forms part of a predominantly residential area to Cannock Road leading via Hednesford Road to Cannock Town Centre and within approximately 1 mile to the south and Cannock Chase, area of outstanding natural beauty, is located approximately 2 miles to the north.

#### Planning

Planning consent was granted by Cannock Chase Council dated 7th December 2021 (Ref: CH/21/0257) for demolition of the existing two storey building containing retail use to ground floor, proposed construction of a three storey residential building containing 6 No. 2 bedroom flats and associated works.

The architects drawings approved with the planning application comprise of 6 flats each with the following accommodation, Entrance Hall with store cupboards, Shower Room with shower, wash basin, WC, Open Plan Lounge/Diner/Kitchen, Bedroom One (Double), Bedroom Two (Single). Internal Floor Area: 51.4 sq.ms (per flat).

#### Existing Accommodation

##### Ground Floor

**Double Fronted Retail Premises:** with Four Rooms, Kitchenette and Toilet with WC

**Flat 154B:** (Not Inspected) With Hall, Lounge, Kitchen, Bedroom and Bathroom.

##### First Floor

**Flat 154A:** (Not Inspected) Hall, Lounge, Kitchen, Bedroom, Bathroom.

**Flat 156A:** (Not Inspected) Hall, Lounge, Kitchen, Bedroom, Bathroom.

##### Outside:

Front: Forecourt, Gated Access to Side Yard.

Rear: Long Garden with large brick built outbuilding.

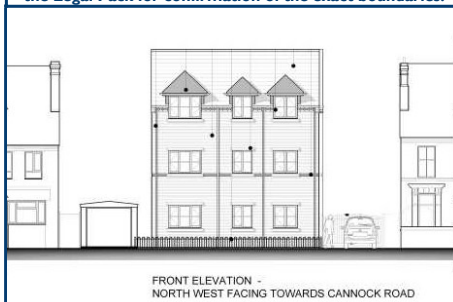
**Legal Docs:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

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

**Boot&Son**  
Chartered Surveyors Est 1919



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





**LOT 36**
**Freehold Town Centre Investment Opportunity (Rental £36,950 pa)**  
 \*Guide Price: £320,000 - £350,000 (+Fees)

**31, 33 & 35 Market Place, Cannock, Staffordshire, WS11 1BS**

**Property Description:**

A valuable town centre investment opportunity, fully let and comprising of three ground floor retail premises and an established bar located to the first floor. The property is located in the heart of Cannock Town Centre and is adjacent to a wide range of retail shops and amenities located fronting Market Place which generates a high level of pedestrian foot flow.

Cannock is a popular town located to the north of the cities of Wolverhampton and Birmingham and located within approximately 1 mile from the M6 Toll Motorway and 3 miles from the M6 and M54 Motorways.

The town is rich with industrial premises and business parks creating local employment and Cannock Chase Council website details an allocation of £20m from the Governments Levelling up fund in the budget of October 2021 which is to be allocated for rejuvenation of Cannock Town Centre.

**Tenancy Information**

31 Market Place: Let as a nail bar, trading as Saigon Nails, holding over on a lease that expired on 16th January 2017 and paying a rent of £12,750 p.a.

33 Market Place: Let as a tailors shop, trading as City Tailoring and Alterations, on a lease for a term of 5 years from 13th April 2021 at a current rental of £9,000 p.a.

35 Market Place: Let as a Mexican takeaway, trading as Toluca Mexican Grill, on a lease for a term of 5 years from 27th May 2022 at a current rental of £10,200 p.a. with fixed rent reviews during the term.

First Floor, 31 Market Place: Let as a licensed bar, trading as The Loft, 89 Bar, holding over, paying a rent of £5,000 p.a. A new lease at a rental of £5,700 p.a. has been agreed and will be completed prior to the auction.

**Total Current Rental Income: £36,950 per annum.**

**Accommodation:**

**Ground Floor** 31 Market Place - Retail Shop: 26.67 sq.ms (287 sq.ft), including toilet and cellar access (not inspected).

33 Market Place - Retail Shop: 31.27 sq.ms (336 sq.ft), Lobby with Kitchenette, Stairs down to a Basement: 17.08 sq.ms (1.83 sq.ft).

35 Market Place - Retail Shop: 26.97 sq.ms (290 sq.ft), Preparation Area: 16.54 sq.ms (178 sq.ft).

**First Floor** (known as 31 Market Place but extending over 31, 33 & 35).

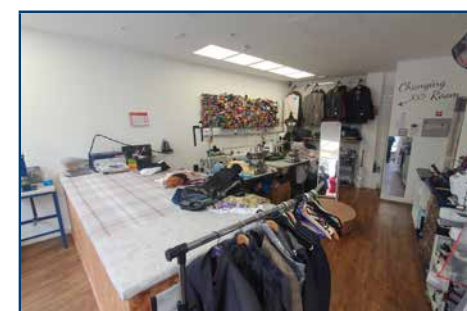
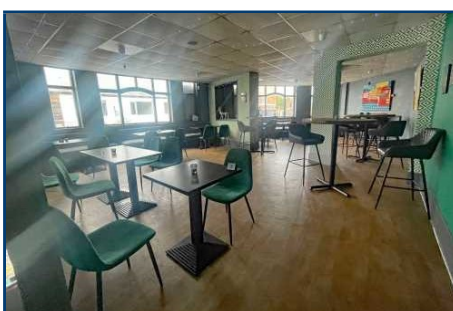
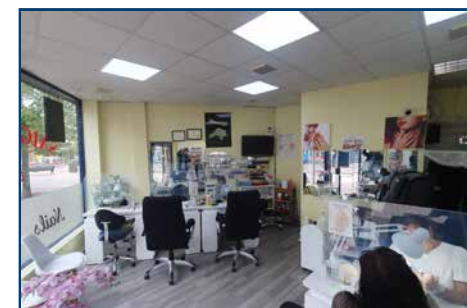
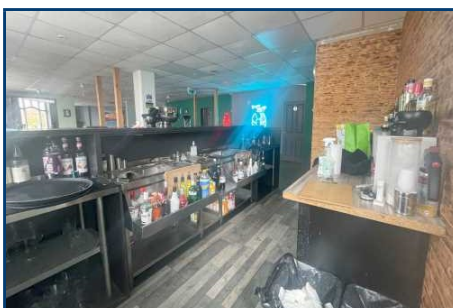
Bar and Restaurant premises with internal storage and toilet accommodation: 116.7 sq.ms (1256 sq.ft).

**Outside:** No. 31 & 33 have access to a small shared enclosed yard located to the rear.

**Legal Documents:**

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

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





## LOT 37

### Freehold Vacant Mid Terraced House with Three Bedrooms

\*Guide Price: £130,000 - £138,000 (+Fees)

#### 21 Gowan Road, Alum Rock, Birmingham, West Midlands B8 3JG

##### Property Description:

A traditional three storey mid-terraced house of brick construction surmounted by a pitched replacement tile clad roof benefitting from three bedrooms and UPVC double glazed windows, but requiring modernisation and improvement throughout. Gowan Road forms part of an established, predominantly residential area and has convenient pedestrian access directly to Alum Rock Road, which provides an extensive range of retail amenities and services. Vehicular access from Alum Rock Road is via Tarry Road.

##### Accommodation:

##### Ground Floor

Entrance Hall, Front Reception Room: 3.79m x 3.4m (maximum), Lobby with

Store Cupboard, Rear Reception Room: 3.80m x 3.41m, Kitchen: 3.96m x 2.13m.

##### First Floor

Stairs and Landing, Bedroom One: 3.78m x 3.41m, Bedroom Two: 3.42m x 2.02m, Bathroom: 2.1m x 1.65m with bath having shower over, pedestal wash basin, WC.

##### Second Floor

Stairs to Bedroom Three: 4.81m x 3.79m (maximum). **Outside:**

Front - Small Walled Foregarden  
Rear - Yard and Garden with Pedestrian Right of Way.

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

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



## LOT 38

### Freehold Vacant End Terraced House with Three Bedrooms

\*Guide Price: £110,000 - £117,000 (+Fees)

#### 21 Dulwich Road, Kingstanding, Birmingham, West Midlands B44 0ER

##### Property Description:

A two storey end terraced house of part rendered brick construction surmounted by a pitched interlocking tile clad roof, offering well laid out accommodation benefitting from mostly UPVC double glazed windows and gas fired central heating but requiring modernisation and refurbishment throughout.

The property is set back from the road behind a paved forecourt and is situated in an established residential area. Dulwich Road leads directly off Warren Farm Road which leads off Hawthorn Road and provides access to a wide range of local shops and amenities. Perry Barr is within approx. 1 1/2 miles to the South which includes One Stop Shopping Centre and Perry Barr Railway Station.

##### Accommodation

##### Ground Floor:

Entrance Hall, Lounge: 4.27m x 4.19m with store, Kitchen: 3.34m x 2.84m, Lobby, Bathroom: 1.81m x 1.74m, bath, wash basin and WC, Sun Room: 3.62m x 2.03m

##### First Floor

Stairs and Landing, Bedroom One: 4.23m x 3.25m minimum, Bedroom Two: 3.91m x 2.86m, Bedroom Three: 2.92m x 2.29m.

##### Outside:

Front : Paved forecourt.  
Rear: Pedestrian side access to garden.

##### Legal Documents:

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

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





# EPC's

Energy performance certificate (EPC) - Final energy certificate - 10/01/2018

Property address 124 Market Street Birmingham B1 1AA	Energy rating <b>E</b>	Valid until 10 August 2023
--	---------------------------	-------------------------------

Property type: Offices and Workshop/Businesses  
Total floor area: 85 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is E.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

24 MARKET STREET

Energy performance certificate (EPC)

Property address 31 Market Place Birmingham B1 1AA	Energy rating <b>D</b>	Valid until 10 August 2023
--	---------------------------	-------------------------------

Property type: Retail/Financial and Professional Services  
Total floor area: 544 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is D.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

31 MARKET PLACE

Energy performance certificate (EPC)

Property address 31 Market Place (GD Floor) Birmingham B1 1AA	Energy rating <b>D</b>	Valid until 10 August 2023
---	---------------------------	-------------------------------

Property type: Retail/Financial and Professional Services  
Total floor area: 22 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is D.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

31 MARKET PLACE (GD FLOOR)

Energy performance certificate (EPC)

Property address 33 Market Place Birmingham B1 1AA	Energy rating <b>D</b>	Valid until 10 August 2023
--	---------------------------	-------------------------------

Property type: Retail/Financial and Professional Services  
Total floor area: 57 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is D.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

33 MARKET PLACE

Energy performance certificate (EPC) - Final energy certificate - 10/01/2018

Property address 35 Market Place Birmingham B1 1AA	Energy rating <b>E</b>	Valid until 9 August 2023
--	---------------------------	------------------------------

Property type: Retail/Financial and Professional Services  
Total floor area: 97 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is E.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

35 MARKET PLACE

Energy performance certificate (EPC)

Property address 38 Bournville Lane Birmingham B27 7TA	Energy rating <b>B</b>	Valid until 10 August 2023
--	---------------------------	-------------------------------

Property type: Retail/Financial and Professional Services  
Total floor area: 24 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is B.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

38 BOURNVILLE LANE

Energy performance certificate (EPC) recommendation report

Property address 87 Hobs Moat Road Birmingham B15 2JL	Report number 1903-9429-6157-6898-4925
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Valid until: 8 August 2023

**Energy rating and EPC**  
This property's current energy rating is G.  
For more information on the property's energy performance, see the EPC for this property.

**Recommendations**  
Make these changes to improve the property's energy efficiency:  
Recommended improvements are grouped by the estimated time it would take for the change to pay for itself. The measures may also make additional recommendations.  
Each recommendation is marked as low, medium or high. This shows the potential impact of the change on reducing the property's carbon emissions.  
Changes that pay for themselves in more than 7 years  
Recommendation  
Some windows have high to medium - consider installing secondary glazing.  
Carry out a pressure test, identify and seal draughts. Enter result in EPC calculation.

87 HOBS MOAT ROAD

Energy performance certificate (EPC)

Property address 154-156 Cannock Road Birmingham B15 2JL	Energy rating <b>E</b>	Valid until 10 August 2023
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Property type: Retail/Financial and Professional Services  
Total floor area: 88 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is E.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

154-156 CANNOCK ROAD

Energy performance certificate (EPC)

Property address 161-163 High Street Birmingham B1 1AA	Energy rating <b>C</b>	Valid until 9 July 2023
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Property type: Retail/Financial and Professional Services  
Total floor area: 828 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is C.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

161-163 HIGH STREET

Energy performance certificate (EPC)

Property address 270 Baldwins Lane Birmingham B27 7TA	Energy rating <b>C</b>	Valid until 10 August 2023
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Property type: Retail/Financial and Professional Services  
Total floor area: 117 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is C.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

270 BALDWIN'S LANE

Energy performance certificate (EPC)

Property address The Cinnamon Tree Birmingham B15 2JL	Energy rating <b>B</b>	Valid until 9 July 2023
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Property type: Retail/Financial and Professional Services  
Total floor area: 315 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy rating and score**  
This property's current energy rating is B.  
Properties get a rating from A+ (best) to G (worst) and a score.  
The better the rating and score, the lower your property's carbon emissions are likely to be.

THE CINNAMON TREE

Energy performance certificate (EPC)

Property address Unit 1 Dormston Trd Est Birmingham B15 2JL	Energy rating <b>D</b>	Valid until 10 August 2023
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Property type: Retail/Financial and Professional Services  
Total floor area: 145 square metres

**Rules on letting this property**  
Properties can be let if they have an energy rating from A+ to E.

**Energy efficiency rating for this property**  
This property's current energy rating is D.  
Properties are also given a score. The higher the number, the more carbon dioxide (CO2) your property is likely to emit.  
How this property compares to others:  
Properties similar to this one could have ratings:  
If newly built: 55.5  
If typical of the building stock: 65.5

UNIT 1 DORMSTON TRD EST

# FOLLOW US

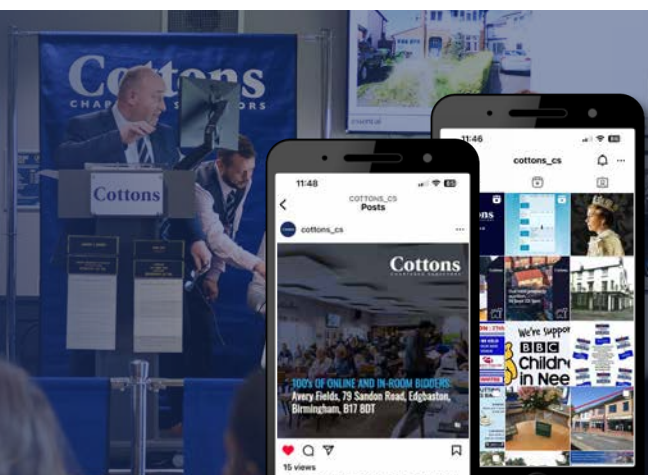
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**Pi-Property Insurance**



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## Sale Memorandum

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

**We acknowledge receipt of the deposit**

**Date**

**Name and address of seller**

**Name and address of buyer**

**The lot**

**The price (excluding any VAT)**

**Deposit paid**

**Signed by the buyer**

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

**The buyer's conveyancer is**

**Name**

**Address**

**Contact**



# Common Auction Conditions for Auction of Real Estate in England & Wales 4th Edition

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

Glossary

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

## Auction Conduct Conditions

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

## Sale Conditions

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

This glossary applies to the auction conduct conditions and the sale conditions.

## Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date

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

## Addendum

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

## Agreed completion date

Subject to condition 69.3:

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

## Approved financial institution

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

## Arrears

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

## Arrears schedule

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

## Auction

The auction advertised in the catalogue.

## Auction conduct conditions

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

## Auctioneers

The auctioneers at the auction.

## Business day

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

## Buyer

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

## Catalogue

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

## Completion

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

## Condition

One of the auction conduct conditions or sales conditions.

## Contract

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

## Contract date

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

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

## Documents

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

## Financial charge

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

## General conditions

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

## Interest rate

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

## Lot

Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).

## Old arrears

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

## Particulars

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

## Practitioner

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

## Price

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

## Ready to complete

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

## Sale conditions

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

## Sale memorandum

The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

## Seller

The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately.

## Special conditions

Those of the sale conditions so headed that relate to the lot.

## Tenancies

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

## Tenancy schedule

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

## Transfer

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT option

An option to tax.

We (and us and our) The auctioneers.

Your (and your)

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

## Auction conduct conditions

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

#### A4 The particulars and other information

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

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

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

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

#### A5 The contract

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

#### A6 Extra Auction Conduct Conditions

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

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

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

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

#### G1. The lot

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

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

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

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

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

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

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

#### G2. Deposit

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

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

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
  - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if

applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.

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

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

#### G3. Between contract and completion

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

- (a) produce to the buyer on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

#### G4. Title and identity

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

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

- (a) The buyer may raise no requisition or objection to any of the documents that is made available before the auction.
  - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
  - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the documents accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
  - (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

#### G5. Transfer

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

- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
  - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

#### G6. Completion

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

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

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

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

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

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

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

#### G7. Notice to complete

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

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

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

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

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



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

#### **G8. If the contract is brought to an end**

If the contract is lawfully brought to an end:

- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

#### **G9. Landlord's licence**

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

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

#### **G10. Interest and apportionments**

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

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

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

- (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

#### **G11. Arrears**

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

- (a) so state; or
- (b) give no details of any arrears.

G11.8 While any arrears due to the seller remain unpaid the buyer must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
  - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
  - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
  - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

#### **G12. Management**

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

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

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

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

#### **G13. Rent deposits**

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

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

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

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

#### **G14. VAT**

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

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

#### **G15. Transfer as a going concern**

G15.1 Where the special conditions so state:

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

G15.2 The seller confirms that the seller

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

G15.3 The buyer confirms that:

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

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

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

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

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

#### **G16. Capital allowances**

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

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

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

G16.4 The seller and buyer agree:

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

#### **G17. Maintenance agreements**

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

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

#### **G18. Landlord and Tenant Act 1987**

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

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

#### **G19. Sale by practitioner**

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

#### **G20. TUPE**

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

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

- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
- (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
- (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.

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

#### **G21. Environmental**

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

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

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

#### **G22. Service Charge**

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

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

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

- (a) service charge expenditure attributable to each tenancy;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
- (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

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

#### **G23. Rent reviews**

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

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

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

G23.4 The seller must promptly:

- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

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

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

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

#### **G24. Tenancy renewals**

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

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

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

G24.4 Following completion the buyer must:

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

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

#### **G25. Warranties**

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

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

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

G25.3 If a warranty is not assignable the seller must after completion:

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

#### **G26. No assignment**

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

#### **G27. Registration at the Land Registry**

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

- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
- (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
- (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.

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

- (a) apply for registration of the transfer;
- (b) provide the seller with an official copy and title plan for the buyer's new title; and
- (c) join in any representations the seller may properly make to Land Registry relating to the application.

#### **G28. Notices and other communications**

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

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

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

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

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

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

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

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

#### **G30. Extra General Conditions**

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

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

- (a) there may be furniture fittings or effects remaining at the lot in which case the buyer shall not be entitled to require the removal of such items or delay completion on the grounds that the existence of such items does not constitute vacant possession, and
- (b) that all or part of the lot whether comprising a house, part of a house, flat or flats may not legally be used for immediate residential occupation.

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

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

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

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

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

## LEGAL PACKS

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