

Cottons

CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday **10 September** 2025: 1pm

Our Live Auction will be held at:

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

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



Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk 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 and Administration Fee of £1,250 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £5,000), 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 55 Lots

Comprising a range of Residential and Commercial, Vacant and Investment Properties, Freehold Ground Rents, Land and Development Opportunities by kind instructions of a variety of Vendors including Joint Administrators, LPA Receivers, Solicitors, Joint Property Agents, Companies and Private Clients

Order of sale

LOT	ADDRESS	TENURE
1	26 Hickman Road, Sparkbrook, Birmingham B11 1NE	Freehold Vacant Residential
2	29 Mountford Street, Birmingham B11 3LZ	Freehold Residential Investment
3	57 Electric Avenue, Birmingham B6 7DY	Freehold Residential Investment
4	73 Norton East Road, Norton Canes, Cannock, Staffordshire WS11 9RR	Freehold Vacant Residential
5	83 Redhill Road, Northfield, Birmingham B31 3JS	Freehold Residential Investment
6	Flat 3, 316 Hagley Road, Birmingham B17 8BH	Leasehold Vacant Residential
7	342 Soho Road, Handsworth, Birmingham B21 9QL	Freehold Commercial Investment
8	Apartment 98, Primus Place, 56 Gateway Street, Leicester LE2 7NS	Leasehold Residential Investment
9	72 Lily Road, Yardley, Birmingham B26 1TF	Freehold Residential Investment
10	79 Victoria Road, Harborne, Birmingham B17 0AQ	Freehold Residential Investment
11	272 Newbury Lane, Oldbury, West Midlands B69 1JG	Freehold Residential Investment
12	62 Farm Road, Oldbury, West Midlands B68 8RD	Freehold Residential Investment
13	67 Old Meeting Street, West Bromwich, West Midlands B70 9SR	Freehold Vacant Childrens Nursery
14	60 Dunsmore Road, Birmingham B28 8EB	Freehold Vacant Residential
15	83 Middleton Road, Shirley, Solihull, West Midlands B90 2JJ	Freehold Residential Investment
16	30 St. Annes Road, Willenhall, West Midlands WV13 1ED	Freehold Vacant Residential
17	74/76 High Street, Coleshill, Birmingham B46 3AH	Freehold Residential Investment
18	1267 Warwick Road, Acocks Green, Birmingham B27 6PX	Freehold Vacant Residential
19	94 Swanshurst Lane, Birmingham B13 0AL	Freehold Vacant Residential
20	88 Rosemary Hill Road, Little Aston, Sutton Coldfield, West Mids B74 4HH	Freehold Vacant Residential
21	Bosty Lane Farm, Bosty Lane, Aldridge, Walsall WS9 0QF	Freehold Re-Development Opportunity
22	8 Baker Street & 2 Avon Street, Sparkhill, Birmingham B11 4SF	Freehold Vacant Commercial
23	101-102 Three Shires Oak Road, Smethwick, West Midlands B67 5BT	Freehold Commercial Investment
24	16 Seeleys Road, Tyseley Industrial Estate, Birmingham B11 2LA	Freehold Vacant Commercial
25	2 Blenheim Road, Worcester WR2 5NG	Freehold Vacant Residential
26	193 Oldbury Road, Worcester WR2 6AS	Freehold Residential Investment
27	28 Happy Land North, Worcester WR2 5DH	Freehold Residential Investment
28	26 Ingles Drive, Worcester WR2 5HR	Freehold Residential Investment
29	30 Ingles Drive, Worcester WR2 5HR	Freehold Vacant Residential
30	31 Ingles Drive, Worcester WR2 5HR	Freehold Residential Investment
31	58 Tower Street, Dudley, West Midlands DY1 1ND	Freehold Vacant Residential
32	Land At Broseley Avenue, West Heath, Birmingham B31 3RA	Freehold Development Land
33	Land To The R/o 318-320 Brook Lane, Billesley, Birmingham B13 0TH	Freehold Building Plot
34	St Augustines Vicarage, 1 Hallchurch Road, Dudley, West Midlands DY2 0TG	Freehold Vacant Residential
35	43 Portland Road, Birmingham B16 9HS	Freehold Residential Investment
36	33 Thornhill Road, Halesowen, West Midlands B63 1AU	Freehold Commercial Investment
37	112 Aldershaw Road, Birmingham B26 1HN	Freehold Vacant Residential
38	13 Green Court, 643 Fox Hollies Road, Hall Green, Birmingham B28 9DP	Freehold Vacant Residential
39	12a St. John Street, Bromsgrove, Worcestershire B61 8QY	Freehold Commercial Investment
40	1 Orwell Close, Stourbridge, West Midlands DY8 3JS	Freehold Vacant Residential
41	106 Elizabeth Walk, Tipton, West Midlands DY4 0AL	Freehold Vacant Residential
42	Premises Adj. 17 Laurel Lane, Halesowen, West Midlands B63 3DA	Freehold Vacant Commercial
43	48 Churchfield Avenue, Tipton, West Midlands DY4 9NF	Leasehold Vacant Residential
44	56 Amblecote Avenue, Birmingham B44 9AL	Freehold Vacant Residential
45	96 Oundle Road, Birmingham B44 8EN	Freehold Vacant Residential
46	Fgrs 58, 66, 86 & 88 Charterfield Drive, Kingswinford, West Midl DY6 7RD	Freehold Ground Rents
47	Fgrs 37 & 61 Bittern Walk, Brierley Hill, West Midlands DY5 2QB	Freehold Ground Rents
48	Fgrs 11 & 17 Winsford Close, Halesowen, West Midlands B63 3QH	Freehold Ground Rents
49	Fgrs 5 Brambling Walk, 8 Cowslip Walk & 7 Fennel Road, Brierley DY5 2QA	Freehold Ground Rents
50	Fgrs 30 Cheveley Ave, 21 Coppice Drive & 12 Damar Croft, Birming B45 9RE	Freehold Ground Rents
51	Fgrs 3, 4, 6 & 9 Harrow Road, Kingswinford, West Midlands DY6 7SD	Freehold Ground Rents
52	Fgrs 85 Masshouse Lane, Kings Norton, Birmingham B38 9AS	Freehold Ground Rents
53	Fgrs 34, 46 & 55 The Crest, West Heath B31 3QA	Freehold Ground Rents
54	Fgrs 63, 86 & 88 Gibbs Hill Road, Birmingham B31 3NY	Freehold Ground Rents
55	Fgrs 14, 36, 79, 89, 110 Fairmile Road, Halesowen, West Midlands B63 3QJ	Freehold Ground Rents

Auctioneers:

Andrew J. Barden MRICS FNAVA,
John Day FRICS FNAVA,
Timothy Boot FRICS.

Valuers:

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

Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Julie Murphy, Sharron Sheldon, Tina Thornton, Dawn Prince, Nick Burton, Jamie Sheldon, Keshia Herbert

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 fasttrack 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 (subject to a minimum deposit of £5,000), 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 (subject to a minimum deposit of £5,000), 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 (subject to a minimum deposit of £5,000), 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 (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 their full name, address and certified ID

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

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

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

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

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

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

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

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

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

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

**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 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 preauction marketing of their property before they accept or decline any offer.
The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

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

We require properties for our next property auction **22 October 2025**

We require...

- Residential and Commercial, Vacant and Investment Properties.
- Land and Development Opportunities.
- Freehold Ground Rents.
- Deceased Estates.
- Properties requiring Repair and Refurbishment.
- Problem Properties with Structural Damage, Mineshafts,
- Problem Neighbours,
- Short Leaseholds, etc.
- Properties requiring a Fast, Straightforward and conclusive Sale.

Closing date for entries: **26 September 2025**

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

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 legal purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum deposit of £5,000). 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

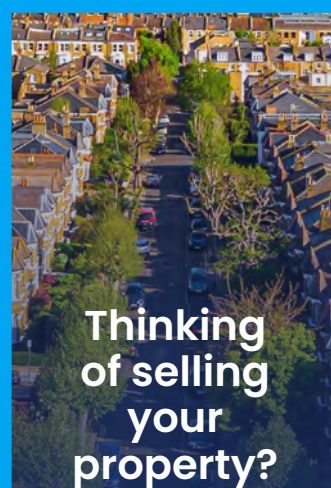
- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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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for our
forthcoming
auction on
the**

**22 Oct
2025**

LOT 1

Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £145,000 - £150,000 (+Fees)

26 Hickman Road, Sparkbrook, Birmingham, West Midlands B11 1NE

Property Description:

A traditional spacious two storey mid-terrace house of brick construction, surmounted by a pitched tile clad roof, situated behind a lawned foregarden and benefiting from uPVC double glazing and gas fired central heating.

The property was most recently used as a three person House of Multiple Occupation (HMO) by a Social Housing operator, however, is ideally suited for conversion back to a family dwelling house and prior to bidding all interested parties should make their own enquiries in respect of this matter.

Hickman Road is conveniently situated within close proximity to Stratford Road (A34) with local shops and amenities, circa. 650 metres from Small Heath Train Station, circa. 1.6 miles from Birmingham City Centre and circa. 1.4 miles from Moseley Village.

Accommodation:

Ground Floor

Vestibule, Hallway, Front Reception Room (4.42m into bay x 3.71m), Rear Reception Room (4.00m x 3.22m), WC, Kitchen (2.85m x 2.31m).

First Floor

Stairs and Landing, Bedroom One (4.01m x 3.72m max), Bedroom Two (4.00m x 3.26m), Bedroom Three (4.15m x 2.88m), Bathroom with bath having shower over, wash basin and WC.

Outside:

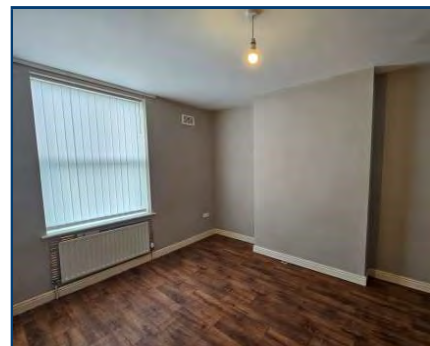
Front – Walled foregarden with potential to create off road car parking (subject to planning consent)
Rear – Garden.

Council Tax Band: B

EPC Rating - D

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

Viewings: Refer to Viewing Schedule Online



--- Legal Documents Online ---



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

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

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

LOT 2

Freehold Residential Investment (Subject to a Regulated Tenancy)

*Guide Price: £90,000 - £100,000 (+Fees)

29 Mountford Street, Sparkhill, Birmingham, West Midlands B11 3LZ

Property Description:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched tile clad roof set back from the road behind a walled forecourt benefitting from two bedrooms. Mountford Street forms part of an established and traditional residential area comprising a cul-de-sac located via Lea Road which in turn leads off Percy Road

Tenancy Information:

The property is subject to a Regulated Tenancy at a registered rent of £77.00 per week (£4,004 per annum) effective from 5th June 2024

Accommodation:

The accommodation details have been obtained from the Rent Registration Document

Ground Floor

Living Room, Dining Room, Kitchen and Stores

First Floor

Stairs and Landing, 2 Bedrooms, Bathroom with WC

Outside:

Front: Walled foregarden

Rear: Store and garden

Council Tax Band – A

EPC Rating – E

Legal Documents – Available at

www.cottons.co.uk

Viewings – External Only



LOT 3

Freehold Residential Investment (Two Bedroom House).

*Guide Price: £115,000 - £125,000 (+Fees)

57 Electric Avenue, Birmingham, West Midlands B6 7DY

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a small walled foregarden. The property benefits from having UPVC double glazing and gas fire central heating. The property is located on Electric Avenue between the junctions of both Brantley Road and Westwood Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum)

Please Note:

We are informed by the owner that the current tenant has been in occupation for in excess of 40 years and therefore may well be rented below market value.

Accommodation:

Ground Floor - Lounge: (4.24x3.46m), Dining Room: (3.75x3.45m), Kitchen: (3.05x1.74m), Stairs

First Floor - Landing, Bedroom 1: (3.46x3.45m), Bedroom 2: (3.78x3.45m) intercommunicating with bathroom (3.02x1.81m) having panelled bath, wash basin and WC

Outside:

Front: Small walled foregarden

Rear: Lawned garden and brick built out house

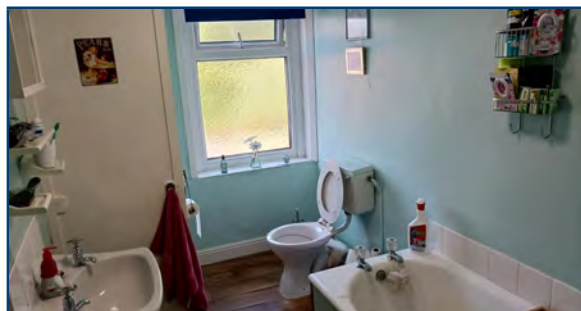
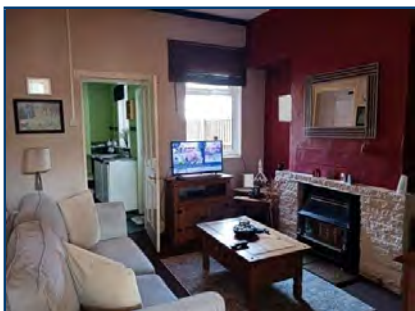
Council Tax Band – A

EPC Rating – C

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 4

Freehold Vacant Semi-Detached House with Three Bedrooms on Large Plot *Guide Price: £110,000 - £125,000 (+Fees)

73 Norton East Road, Norton Canes, Cannock, Staffordshire, WS11 9RR



Property Description:

A two storey semi-detached house of rendered brick construction surmounted by a pitched tile clad roof benefitting from UPVC double glazed windows, gas fired central heating, off road car parking and extremely long rear garden but requiring some modernisation and upgrading. The property forms part of an established residential area and Norton East Road is situated between Burntwood Road and Brownhills Road approximately 2 miles to the South West of Burntwood and three miles to the South East of Cannock Town Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge: 4.24m x 4.21m, Full Width Dining Kitchen: 5.24m x 2.87m with a range of fitted units

First Floor

Stairs and Landing, Bedroom 1: 3.35m x 3.22m, Bedroom 2: 3.85m x 2.81m, Bedroom 3: 3.78m x 2.33m, Bathroom: 1.93m x 1.7m with paneled bath having electric shower over, pedestal wash basin and WC

Outside:

Front: Lawned foregarden with tarmacadam driveway, pedestrian side access to rear

Rear: Paved yard and a very long lawned garden

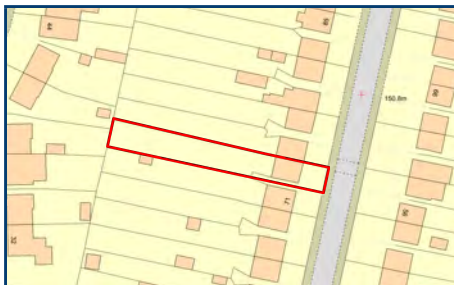
Council Tax Band – A

EPC Rating – D

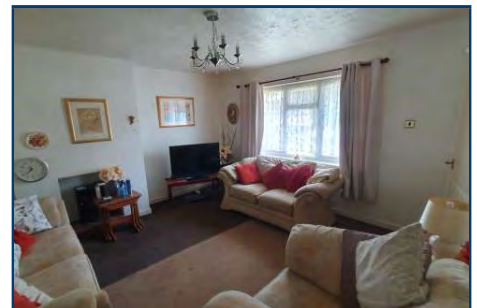
Legal Documents – Available at www.cottons.co.uk

Block Viewings

Thursday 21st August 2025 - 11:00am
Thursday 28th August 2025 - 11:00am
Saturday 30th August 2025 - 11:00am
Thursday 4th September 2025 - 11:00am
Saturday 6th September 2025 - 11:00am



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



LOT 5
Freehold Residential Investment (Subject to a Regulated Tenancy)

*Guide Price: £115,000 - £125,000 (+Fees)

83 Redhill Road, West Heath, Birmingham, West Midlands B31 3JS
Property Description:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched tile clad roof set back from the road behind a lawned foregarden and benefitting from gas fired central heating. Redhill Road forms part of a popular and established residential area known as West Heath and leads directly off Redditch Road (A441) to the Southern Edge of Birmingham and close to open countryside.

Tenancy Information:

The property is subject to a Regulated Tenancy at a Registered Rent of £115 per week (£5,980 pa) effective from 23rd April 2024

Accommodation:

The accommodation details have been obtained from the Rent Registration Document

Ground Floor

Living Room, Dining Room, Kitchen

First Floor

Two Bedrooms, Bathroom with WC

Outside:

Front: Lawned foregarden

Rear: Yard, stores and long lawned garden

Council Tax Band – B

EPC Rating – D

Legal Documents – Available at

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.



LEGAL PACKS

Cottons
 CHARTERED SURVEYORS

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.



Call our Auction Team today!

0121 247 2233

Follow us on
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LOT 6

Leasehold One Bedroom Flat - Vacant Possession upon expiry of Tenant Notice

*Guide Price: £45,000 - £50,000 (+Fees)

Flat 3 316 Hagley Road, Edgbaston, Birmingham, West Midlands B17 8BH

Property Description:

A first-floor flat set within a purpose built three storey development with a pitched tile roof offering well presented accommodation with modern bathroom fittings and benefiting from gas fired central heating.

The development is prominently located occupying a corner position at the junction of Hagley Road (A456) and Meadow Road, within the highly regarded Calthorpe Estate, approximately 570 metres from Bearwood Road Shopping District, approximately 2 miles from Five Ways Train Station and 3 miles from Birmingham City Centre.

The property is currently let on a Statutory Periodic (rolling) Tenancy producing a rental income of £550pcm (£6,600 per annum), however the tenant has served notice on the landlord to vacate on 12th September 2025 therefore, it is anticipated that the property shall be offered with vacant possession on completion (Please refer to the legal pack for full details).

Accommodation:

Ground Floor

Secure Communal Hallway, Stairs & Landing

First Floor

Flat Hallway, Living Room (5.32m x 2.03m), Kitchen (2.14m x 1.58m), Bedroom (2.77m x 2.05m), Bathroom having bath with shower over, wash basin and WC.

Outside:

Gardens and residents communal parking, accessed off Meadow Close.

Leasehold Information

Lease Term: 99 years from 25th December 1977.

Ground Rent Please refer to legal pack.

Service Charge: The development is managed by the freeholders, Citizen Housing Association. Please refer to the legal pack for service charge information.

EPC Rating: C

Council Tax Band: A

Legal Documents:

Available at www.cottons.co.uk

Viewings: Contact Cottons



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CHARTERED SURVEYORS

LOT 7
Freehold Retail Shop Investment with Potential For Part Residential Conversion

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

342 Soho Road, Handsworth, Birmingham, West Midlands, B21 9QL

Property Description:

A mid-terraced retail shop of two storey brick construction surmounted by a pitched tile clad roof extended at the rear and prominently located fronting the busy Soho Road (A41) close to its junction with Rookery Road (A4040). The property currently comprises of a ground floor retail shop to the front section having storage to both the rear extension and first floor accommodation and both the rear area and first floor accommodation may provide scope for future conversion (subject to planning consent) to residential flats accessed by way of a side pedestrian entry. The property forms part of the busy Soho Road Shopping Centre containing a wide range of retail shops and amenities serving the surrounding densely populated residential area.

Tenancy Information:

The whole property is currently let trading as African Food Store on a Lease for a Term of 10 years from the 12th of December 2023 until the 11th of December 2033 at a current rental of £12,000 per annum subject to a 5 yearly rent review and on full repairing and insuring terms.

Note: The property is managed by Cottons and the tenant pays their rent regularly on the due date

Accommodation
Ground Floor

Retail Shop: 33.04 sq.mtrs (355 sq.ft), Lobby with Toilet having WC,

Rear Section

Store Room One: 15.04 sq.mtrs (162 sq.ft), Store Room Two: 8.64 sq.mtrs (93 sq.ft), Toilet with wash basin and WC, Kitchen

First Floor

Stairs and Landing, Room One: 10.77 sq.mtrs (116 sq.ft), Room Two: 4.36 sq.mtrs (47 sq.ft), Room Three: 11.51 sq.mtrs (124 sq.ft), Toilet with WC, Shower Room with glazed shower enclosure, Lobby, Kitchen: 6.41 sq.mtrs (69 sq.ft)

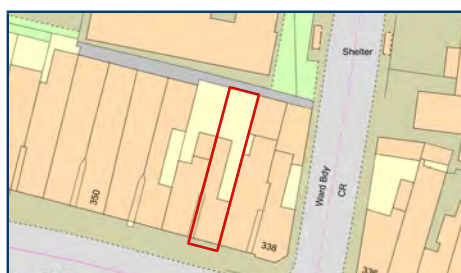
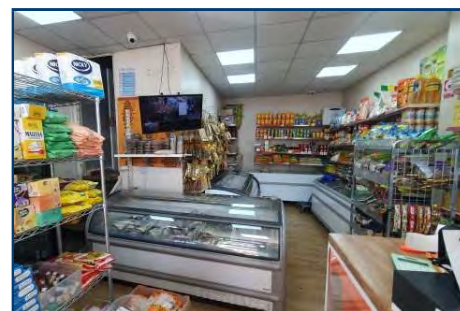
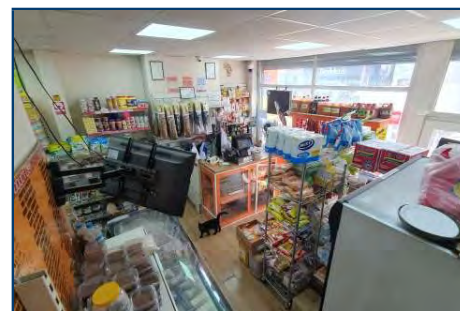
Outside:

Rear: Enclosed yard

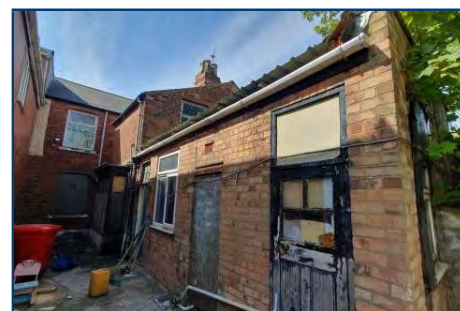
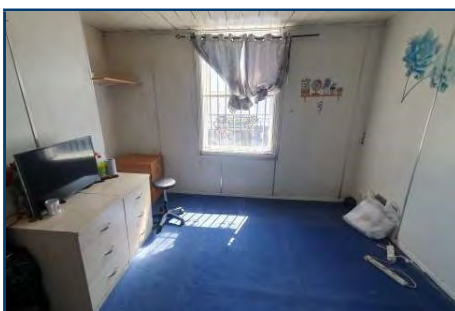
EPC Rating – D
Legal Documents

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



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



LOT 8

Leasehold Investment (Student Accommodation Flat). *Guide Price: £52,000 - £58,000 (+Fees)

Flat 98 Primus Place, 56 Gateway Street, Leicester, Leicestershire LE2 7NS

Property Description:

A well presented, self contained fourth floor student accommodation flat within the purpose built popular Primus Place building located in the Leicester City Centre. The flat benefits from having central heating, double glazing, modern kitchen and shower room facilities. Primus place provides communal facilities, concierge service and laundry, situated within walking distance of DeMontfort University and Leicester Royal Hospital. The Flat is only available to let to students and care workers.

Tenancy Details:

Let on an Assured Shorthold Tenancy Agreement From 14/09/24 - 05/09/2025 at a rental of £9,945 per annum.

Let Agreed for the next student year From 13/09/25 - 04/09/2026 at a rental of £11,424 per annum.

Leasehold Information:

Term: 250 Years from 4th September 2015

Rent: Refer to legal pack

Service Charge: Refer to legal pack

Accommodation:

Ground Floor:

Communal entrance with secure door entry system, reception area with concierge service, stairs and lifts

Forth Floor:

Kitchen/Dining Area (4.46m x 2.27m), Bedroom/Lounge Area (4.01m x 2.86m), Shower Room (1.11m x 2.18m) having shower cubicle wash basin and WC.

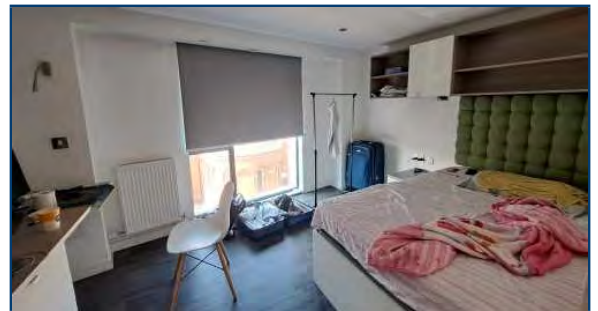
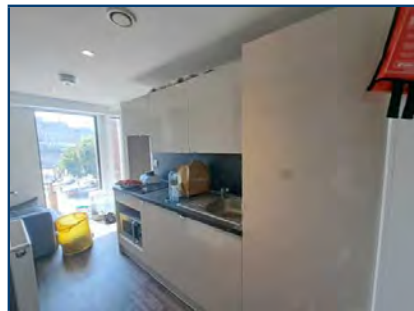
Council Tax Band – A

EPC Rating – D

Legal Documents – Available at

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Viewings – Via Cottons – 0121 247 2233



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LOT 9**Freehold Investment - Modernised Mid Terraced House with 3 Bedrooms**

*Guide Price: £140,000 - £149,000 (+Fees)

72 Lily Road, Yardley, Birmingham, West Midlands, B26 1TF**Property Description:**

A presentable and much improved traditional mid-terraced house of two storey brick construction, surmounted by a pitched tile clad roof, having been fully refurbished in 2021 and benefitting from UPVC double glazed windows and external doors, gas fired central heating, new kitchen and bathroom fittings and providing well laid out accommodation which includes three bedrooms.

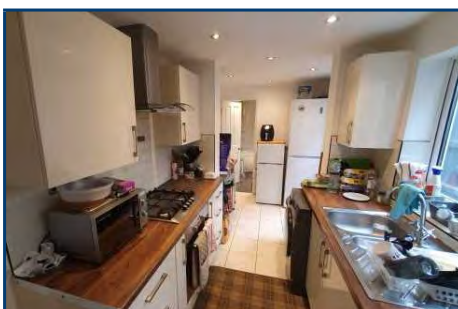
Lily Road forms part of a popular and established residential area and is situated directly between Harvey Road and Coventry Road (A45), the latter providing direct access to Birmingham City Centre, the M42 motorway (Junction 6), Birmingham Airport and NEC along with a variety of retail services and amenities.

Tenancy Information

The property is currently let on an Assured Shorthold Tenancy at a rental of £925 per calendar month (£11,100 per annum). The current tenant has occupied the property since 2022 maintaining it in excellent condition and has indicated that they would like to remain for the foreseeable future.

Accommodation:**Ground Floor:**

Entrance Hall, Through Lounge/Dining Room: 6.69m x 3.68m, Inner Hall with store, Kitchen: 5.00m x 2.01m with an extensive range of modern units,



Bathroom: 2.57m x 2.02m with panel bath having shower over, pedestal wash basin and wc.

First Floor:

Stairs and Landing, Bedroom One: 3.69m x 3.11m, Bedroom Two: 3.43m x 2.79m, Bedroom Three: 2.77m x 2.10m

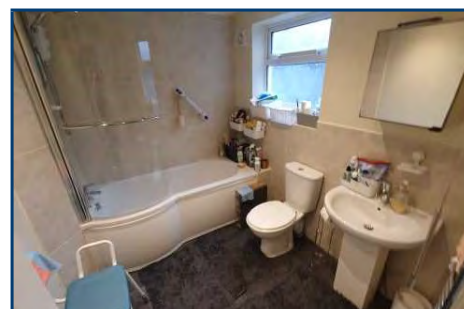
Outside:

Front: Walled forecourt

Rear: Pedestrian entry access leading to patio, lawned garden and vegetable plot.

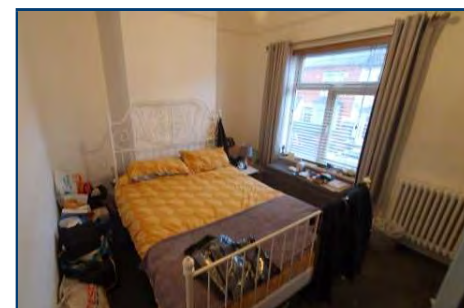
Council Tax Band: B

EPC Rating: D

**Legal Documents:**

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule online



LOT 10

Freehold Investment - Retail Unit and Two Flats (Rental - £22,200 p.a.).
 *Guide Price: £220,000 - £240,000 (+Fees)

79 Victoria Road, Harborne, Birmingham, West Midlands, B17 0AQ



Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide a small retail unit and a one bedroom flat to the ground floor and a one bedroom flat to the first floor. The property benefits from having UPVC double glazing, gas fired central heating and all flats and retail unit are separately metered. The property is situated on the corner of both Victoria Road and Vicarage Road and the property is within approximately 1/2 a miles distance from Harborne High Street which provides a wide range of shops and amenities. The property is fully let producing a rental of £22,200 per annum.

Schedule of Tenancies

Retail Unit : Let on a lease expiring on the 31 March 2027 at a rental of £400 pcm (£4,800 pa).

Ground Floor Flat: Let on an Assured Shorthold Tenancy Agreement at £700 pcm (£8,400 pa).

First Floor Flat: Let on an Assured Shorthold Tenancy Agreement at £750 pcm (£9,000 pa).

Ground Floor

Retail Unit, Office: (5.10 x 3.60m), WC with wash basin

Ground Floor Flat:

Accessed off Vicarage Road having Lounge: (3.95 x 3.61m), Kitchen: (3.16 x 2.42m), Bedroom: (4.18 x 3.63m), Shower Room having shower cubicle, wash basin, WC : (2.13 x 2.30m)

Outside:

Private Garden Area

First Floor Flat:

Lounge: (5.16 x 3.43m), Kitchen: (3.63 x 3.96m), Bathroom having panelled bath, wash basin and WC: (2.42 x 3.19m), Bedroom: (3.40 x 3.66m)

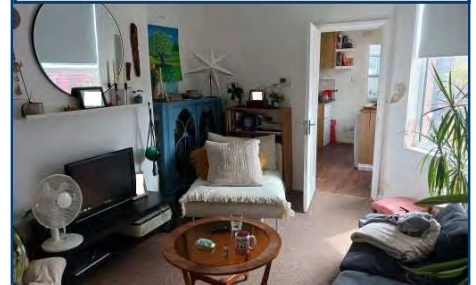
Council Tax Band – Ground Floor Flat - A, First Floor Flat - B

EPC Rating – Retail Unit - D, Ground Floor Flat - C, First Floor Flat - D

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

Viewings – Via Cottons – 0121 247 2233

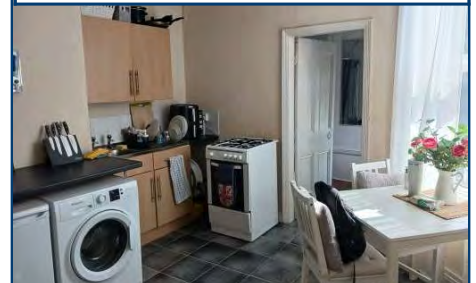
Ground Floor Flat



First Floor Flat



First Floor Flat



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LOT 11

Freehold Residential Investment (Subject to a Regulated Tenancy)

*Guide Price: £115,000 - £125,000 (+Fees)

272 Newbury Lane, Oldbury, West Midlands B69 1JG

Property Description:

A mid-terraced house of two storey brick construction set back behind a paved forecourt benefitting from UPVC double glazed windows, gas fired central heating and three bedrooms.

Newbury Lane forms part of an established residential area and leads directly off Wolverhampton Road (A4123) and the property is located approximately one mile from the M5 Motorway (Junction 2)

Tenancy Information:

The property is subject to a Regulated Tenancy at a Registered Rent of £112 per week (£5,824 pa) effective from 6th May 2024

Accommodation:

The accommodation details have been obtained from the Rent Registration Document

Ground Floor

Entrance Hall, Living Room, Dining Kitchen.

First Floor

Stairs and Landing, 3 Bedrooms, Bathroom with WC.

Outside:

Front: Paved forecourt

Rear: Mature garden

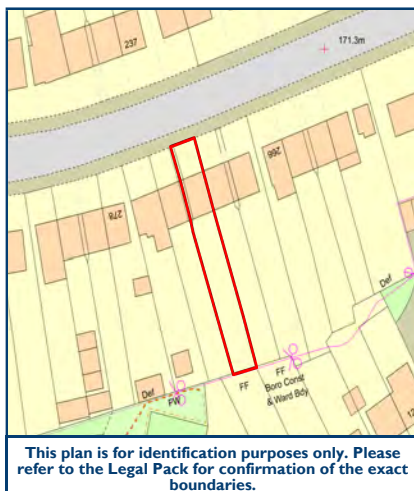
Council Tax Band – A

EPC Rating – C

Legal Documents

Available at www.cottons.co.uk

Viewings: External Only



LOT 12

Freehold Investment - Three Bedroom Terrace House

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

62 Farm Road, Oldbury, West Midlands B68 8RD

Property Description:

A three bedroom mid terraced property of brick construction set back from the road behind a small walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Farm Road between the junctions of both Ethal Street and Barrs Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £625 per calendar month (£7,250 per annum). The Tenants have been in occupation for in excess of 12 Years, and a rent review has not been carried out for 3 Years.

Accommodation:

Ground Floor

Lounge: (3.09mx3.67m), Dining Room (3.42mx3.68m), Inner Lobby with door to rear garden and shared side passage, Kitchen: (2.34mx2.22m), Bathroom: (2.22mx1.36m) having panelled bath with shower over, wash basin and WC.

First Floor

Bedroom 1: (3.08mx3.68m), Bedroom 2: (3.43mx2.78m) Bedroom 3: (3.42mx1.82m)

Outside:

Front: Walled Foregarden

Rear: Garden with brick built store

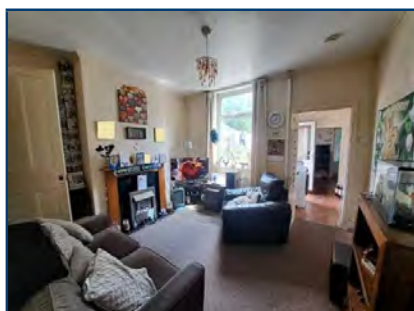
Council Tax Band – A

EPC Rating – E

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



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LOT 13
Freehold Vacant Childrens Nursery With Potential For Alternative Use

*Guide Price: £250,000 - £280,000 (+Fees)

By Instruction of the Joint LPA Receivers
67 Old Meeting Street, West Bromwich, Sandwell, B70 9SR

Property Description:

A substantial detached former dwellinghouse more recently used as a childrens nursery of two storey brick construction surmounted by a pitched tile clad roof and set back from the road behind a walled foregarden. The property provides well laid out accommodation benefitting from UPVC double glazed windows, gas fired central heating and rear car park. The property is situated opposite the junction with Chapel Street and Old Meeting Street (A4196) provides access to Black Country New Road (A41) with West Bromwich Town Centre align?? with the property one mile to the South

Planning:

The property has been recently used as a childrens nursery and may be suitable for a range of alternative uses. All interested parties should contact the Local Planning Department at Sandwell Council prior to bidding

Accommodation:
Ground Floor

Reception Hall with access to Cellar, Room 1: 3.87m x 3.7m, Room 2: 4.22m x 3.82m with walk in store, Room 3: 4.88m x 4.17m, Store: 3.41m x 1.21m, Kitchen: 3.42m x 2.95m

First Floor

Stairs and Gallery Landing, Room 4: 3.88m x 2.04m, Toilet Block: 3.87m x 2.74m, Room 5: 4.23m x 3.88m, Room 6: 4.89m x 4.19m, Room 7: 4.24 x 3.42m

Outside:

Front: Walled and gravelled foregarden

Rear: Gated side driveway providing vehicular access to a partitioned garden laid out as an artificial lawn and play area along with separate car park

Total Gross Internal Area: 1.76.31sq.mtrs (1897 sq.ft)

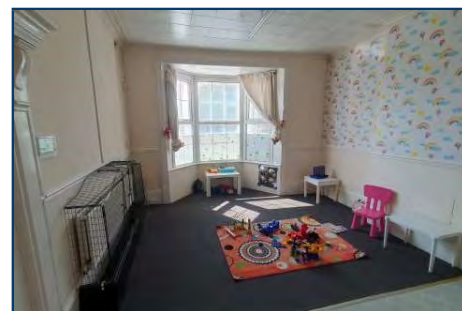
Council Tax Band – N/A

EPC Rating – Commissioned (Refer to Legal Pack)

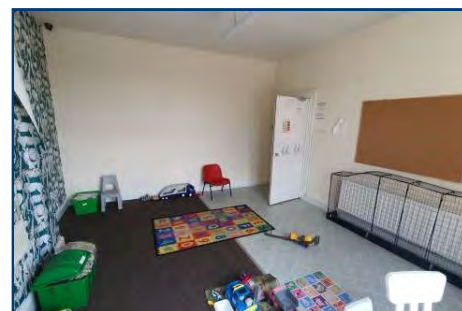
Legal Documents

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule online



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



LOT 14

Freehold Vacant Three Bedroom House

*Guide Price: £185,000 - £195,000 (+Fees)

60 Dunsmore Road, Hall Green, Birmingham, West Midlands B28 8EB

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 does require modernisation and improvement throughout. Dunsmore Road is located in a popular residential area and is located off both Sarehole Road and Stratford Road (A34)

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Front Reception Room: (4.98x2.85m), Rear Reception Room: (4.50x3.05m), Kitchen:(3.04x1.88m) with no fitments, Store and Stairs,

First Floor

Bedroom 1: (3.71 x 2.85m), Bedroom 2: (4.05 x 3.06m), Bedroom 3: (2.81 x 2.07m), Shower Room having shower cubicle, wash basin and WC: (3.04 x 1.88m)

Outside:

Front: Walled foregarden
Rear: Lawned garden with brick built store

Council Tax Band – B

EPC Rating – Commissioned (Refer to Legal Pack)

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



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LOT 15
Freehold Investment - Semi Detached House with Three Bedrooms

*Guide Price: £225,000 - £235,000 (+Fees)

83 Middleton Road, Shirley, Solihull, West Midlands B90 2JJ
Property Description:

A traditional semi-detached house of two storey brick construction surmounted by a hipped tile clad roof set back behind a lawned foregarden and benefitting from UPVC double glazed windows and gas fired central heating.

The property is located in the well regarded and popular residential area of Shirley and Middleton Road leads off Hurdis Road which leads of Haslucks Green Road and provides direct access to Stratford Road (A34) containing a wide range of retail amenities and services.

Tenancy Information:

The property is currently let on a Periodic Shorthold Tenancy at a current rental of £1,125 p.c.m (£13,500 pa). The Tenant has been in occupation since 9th November 2005.

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Breakfast Kitchen,

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with WC

Outside:

Front: Lawned foregarden

Rear: Yard and lawned garden

Council Tax Band – C

EPC Rating – E

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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

LOT 16
Freehold Vacant Mid-Terraced House with Three Bedrooms

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

30 St. Annes Road, Willenhall, West Midlands WV13 1ED
Property Description:

A traditional mid-terraced house of two storey rendered brick construction surmounted by a pitched tile clad roof, set back from the road behind a walled fore garden and benefitting from UPVC double glazed windows and gas fired central heating. The property provides well laid out accommodation benefitting from three bedrooms but requires some repair and improvement.

St Anne's Road forms part of a mixed-use area containing a range of residential and commercial properties located via Stringes Lane, off Clarkes Lane (A462), conveniently within half a mile to the North of Willenhall Town Centre, approximately three miles to the east of Wolverhampton City Centre and two miles from the M6 motorway (Junction 9).

Accommodation:
Ground Floor:

Front Reception Room: 4.24m x 3.51m, Lobby., Store, Rear Reception Room: 4.24m x 3.60m, Kitchen: 4.05m x 2.73m, Rear Entrance Hall, Bathroom: 2.64m x 1.79m, Bath having shower attachment, wash basin band wc.

First Floor:

Bedroom One: 4.25m x 3.6m, Bedroom Two: 3.67m x 3.27m, Bedroom Three: 4.03m x 2.71m

Outside Front:

Front: Walled fore garden

Rear: Overgrown garden.

Council Tax: A

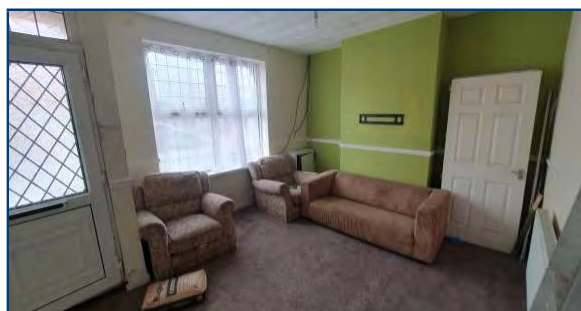
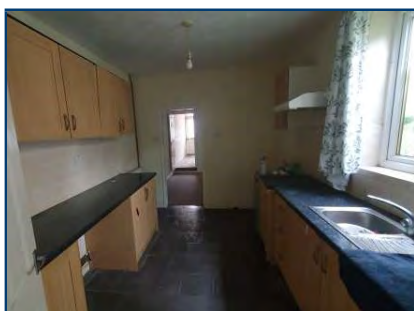
EPC Rating: D (67)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



LOT 17

74-76 High Street, Coleshill, Warwickshire B46 3AH



Property Description:

A substantial residential investment opportunity comprising a pair of interlinked Grade II listed period Georgian buildings known as 74 and 76 High Street with access provided via an archway which leads off High Street to both the communal entrance hall and five residents parking spaces located in a car park to the rear having vehicular access from Parkfield Road.

The building is of traditional three storey brick construction surmounted by a pitched tile clad roof and the property is laid out to provide a total of eleven separate flats comprising two studios, seven x 1 bedroom and two x 2 bedrooms units benefitting from separate electricity meters (no gas).

The property forms part of the historic North Warwickshire Town of Coleshill directly fronting High Street (B4117) within close proximity to a wide range of retail amenities, restaurants, bars and services and the town is popular with commuters being within easy access to both the M42 and M6 Motorways. Birmingham International Airport/Railway, the NEC, the City of Birmingham and Solihull.

Renal Income:

All flats are let on Assured Shorthold Tenancies as follows:

76 High Street - Rental £635 pcm (£7,620 pa)
Flat 1 - 74/76 High Street - £645 pcm (£7,740 pa)
Flat 2 - 74/76 High Street - £425 pcm (£5,100 pa)
Flat 3 - 74/76 High Street - £540 pcm (£6,480 pa)
Flat 4 - 74/76 High Street - £500 pcm (£6,000 pa)

Flat 5 - 74/76 High Street - Vacant (previously let £650 pcm)

Flat 6 - 74/76 High Street - £475 pcm (£5,700 pa)

Flat 7 - 74/76 High Street - £495 pcm (£5,940 pa)

Flat 8 - 74/76 High Street - £580 pcm (£6,960 pa)

Flat 9 - 74/76 High Street - £600 pcm (£7,200 pa)

Flat 10-74/76 High Street - £640 pcm (£7,680 pa)

Outside Store - £160 pa (Let on a Licence)

Total Rental Income - £74,380 pa (when fully let)

Note: The Tenants are responsible for all outgoing and a Schedule of Tenancies and Tenancy Agreements will be available in the legal pack.

Accommodation

Ground Floor

Communal Entrance Hall

Flat 76 High Street:

Hallway, Living Room/Kitchen, Bathroom and WC, Bedroom

Flat 9 - 74/76 High Street:

Hallway, Living Room/Kitchen, Bathroom and WC, Bedroom

Flat 10 - 74/76 High Street::

Hallway, Living Room/Kitchen, Bathroom and WC, Bedroom

First Floor

Stairs and Landing,

Flat 1 - 74/76 High Street::

Hallway, Lounge, Bathroom, Kitchen, 2 Bedrooms

Flat 2 - 74/76 High Street: (Studio)

Bed/Living Room with Kitchen, Separate Bathroom off landing with WC.

Flat 3 - 74/76 High Street::

Hallway, Lounge, Kitchen, Bathroom with WC, Bedroom

Flat 4 - 74/76 High Street::

Hallway, Lounge, Bedroom, Kitchen and Bathroom with WC

Second Floor

Stairs and Landing

Flat 5 - 74/76 High Street::

Hallway, Lounge, Kitchen, 2 Bedrooms, Bathroom with WC

Flat 6 - 74/76 High Street::

Bed/Living Room with Kitchen, Bathroom with WC

Flat 7 - 74/76 High Street::

Hallway, Lounge, Kitchen, Bedroom, Bathroom with WC

Flat 8 - 74/76 High Street::

Hallway, Lounge with Kitchen, Bedroom, Bathroom with WC

Outside:

Pathway to residents car parking area located off Parkfield Road containing five designated spaces.

Council Tax Band – All Flats - A

EPC Rating – Flat 2 & 6 - C, Flats 1,3,4,5,7,8,9,10 - D, Flat 76 High Street - E

Legal Documents

Available at www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233

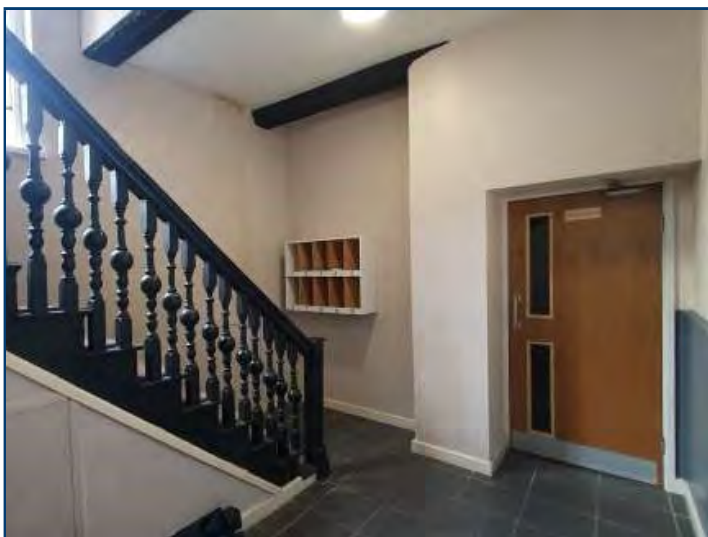
Completion:

The Completion Date is 15th October 2025

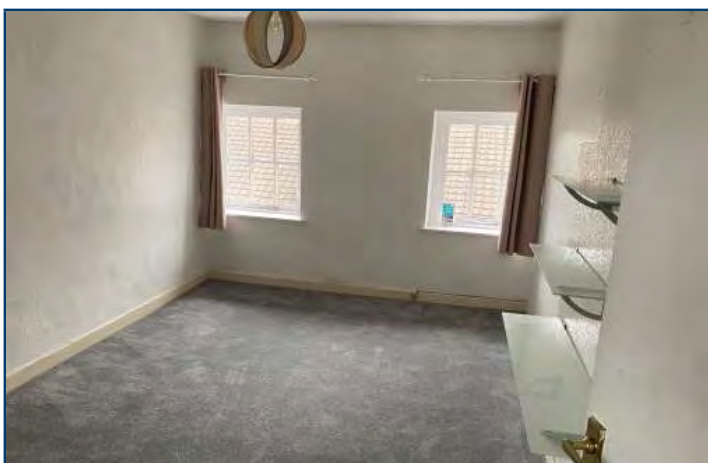
High Yielding Freehold Residential Investment Opportunity - Eleven Flats
*Guide Price: £570,000 - £600,000 (+Fees)



REAR ELEVATION - 74-76 HIGH STREET



FLAT 5



FLAT 5



Total Site Plan including both Freehold Titles included in the sale. Note 1: The rear car parking area includes only 5 spaces for use by residents of 74 & 76 High Street. Note 2: This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 18

Freehold Vacant Mid Terraced House

*Guide Price: £165,000 - £175,000 (+Fees)

1267 Warwick Road, Acocks Green, Birmingham, West Midlands B27 6PX

Property Description:

A two bedroom mid terraced property of brick construction set back from the road behind a small walled foregarden. The property benefits from UPVC double glazing, gas fired central heating and having recently had some refurbishment work including repainting and new carpets throughout. The property is located on the Warwick Road close to the junction with Dolphin Lane and the property is within walking distance to the main shopping area located in Acocks Green.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (4.22mx3.27m), Dining Room: (3.47mx4.05m), Kitchen: (4.71mx2.31m), Stairs,

First Floor

Bedroom 1: (3.48mx4.05m), Bedroom 2: (3.50mx2.85m), Bathroom: having panelled bath with shower over, wash basin and WC

Outside:

Rear: Walled Garden

Front: Garden

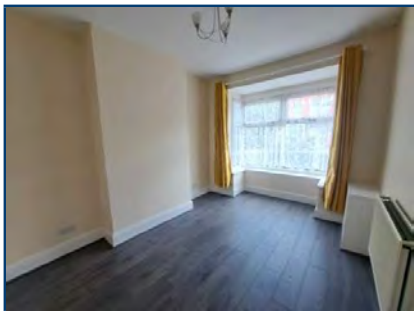
Council Tax Band – B

EPC Rating – D

Legal Documents – Available at

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Viewings – Via Cottons – 0121 247 2233



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LOT 19
Freehold Vacant Detached Bungalow on Large Plot extending to 0.3 Acres
 *Guide Price: £340,000 - £375,000 (+Fees)

94 Swanshurst Lane, Moseley, Birmingham, West Midlands, B13 0AL

Property Description:

A traditional single storey detached bungalow believed to date back to the circa. 1920s of rendered brick construction, surmounted by a clay tile pitched roof, and benefitting from having spacious accommodation, uPVC double glazing and gas fired central heating, but requiring updating and modernisation.

The property occupies a spacious plot extending to circa 0.3 acres and is situated in a highly regarded residential area located directly opposite Swanshurst Park and Moseley New Pool, conveniently located 0.8 miles from Hall Green Train Station, 1.2 miles from Kings Heath High Street, 1.3 miles from Moseley Village Centre and 3.4 miles from Birmingham City Centre.

The property has significant scope for various development opportunities, subject to appropriate planning consents and building regulation compliance.

Accommodation:
Ground Floor

Hallway, 'L' Shaped Living/Dining Room: 6.86m x 3.84m minimum, 5.74m maximum, Kitchen 5.42m x 1.76m, Bedroom One: 3.67m x 3.06m, Bedroom Two: 3.67m x 2.43m, Bedroom Three: 3.36m x 2.72m, Wet Room with shower, wash basin and WC.

Outside:

Front – Gated Driveway with landscaped gardens
 Side – Side Passage/Store with enclosed courtyard, Workshop/Garage: 6.35m x 2.37m.
 Rear – Good size landscaped gardens.

Plot Size: 1,208 sq. metres (0.3 acres).

EPC Rating - D

Council Tax Band – D

Legal Documents

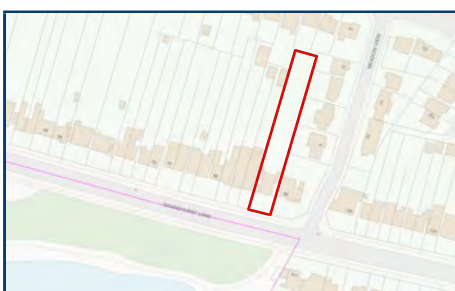
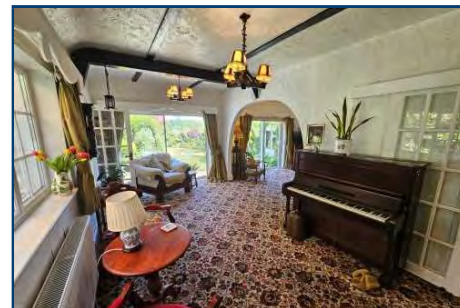
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Viewings

Refer to Viewing Schedule Online

Completion Date:

42 Days from Exchange of Contracts



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LOT 20
Freehold Vacant Detached House requiring Refurbishment/Redevelopment

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

88 Rosemary Hill Road, Sutton Coldfield, West Midlands, B74 4HH

Property Description:

An opportunity to purchase a detached dwelling house located in a highly sought after residential area occupying a large plot extending to an area of circa 0.26 acres and set back behind a deep foregarden and driveway.

The property is of brick and tile construction and is in significant disrepair requiring complete repair and refurbishment throughout. Alternatively, the property may be suitable for demolition and redevelopment and all interested parties should consult with the local planning department at Birmingham City Council prior to bidding.

Rosemary Hill Road (B4138) leads directly off Walsall Road (A454) and the property is conveniently within approximately half a mile from access to Sutton Park and 2 miles to the north west of Sutton Coldfield Town Centre.

Accommodation:
Ground Floor:

Covered Entrance, Reception Hall, Front Sitting Room: 4.35m x 3.49m, Extended Rear Lounge: 5.9m x 4.34m, Kitchen: 4.34m x 4.11m, Side Utility Room (not accessed).

First Floor:

Stairs and Gallery Landing, Storeroom, Bedroom One: 4.37m x 3.50m, Bedroom Two: 4.39m x 3.67m,

Bedroom Three: 2.63m x 2.71m with potential ensuite: 2.07m x 1.77m, Bathroom: 2.08m x 1.63m (not accessed)

Outside:

Front: Large fore garden and driveway screened by a mature hedge, Integral Garage (not accessed)

Rear: Extremely long, predominantly lawned garden.

Council Tax Band: G

EPC Rating: Commissioned.

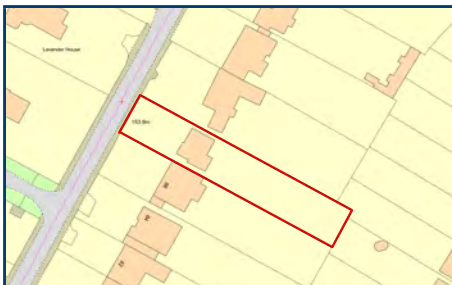
Viewings: Refer to Viewing Schedule online.

Note: All parties viewing this property must do so with utmost caution and neither the Sellers or Auctioneers accept any liability or any injury or harm caused.

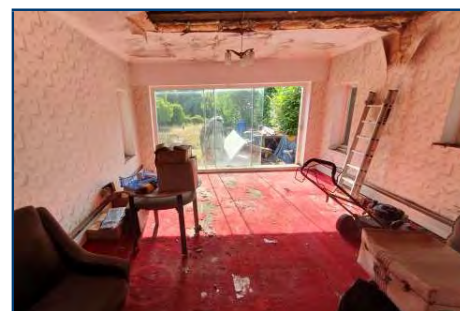
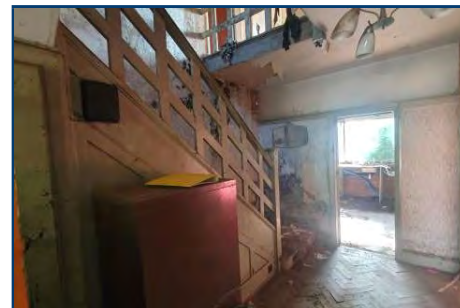
Legal Documents:

Available at www.cottons.co.uk

Completion Date: 56 days from Exchange of Contracts



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



LOT 21

Bosty Lane Farm, Bosty Lane, Aldridge, West Midlands WS9 0QF



Architects Impression

Property Description:

A unique residential development opportunity situated in a most sought after location, comprising of the renovation and complete refurbishment of a Grade II listed farmhouse to provide six bedrooms along with conversion of a listed barn into a dwelling house with five bedrooms. The development site extends to an area of circa 0.62 acres and is included in an overriding planning consent which includes other land and buildings not included in the sale.

The properties are accessed from Bosty Lane over a private right of way/access road and form part of the popular and well regarded town of Aldridge situated on the Southern Boundary adjacent to open countryside and located approximately 2 miles to the West of Sutton Coldfield and 2 miles to the East of Walsall Town Centre.

Planning:

Planning Consent was granted by Walsall Council dated 16th of February 2024 (Ref: 22/0977) for renovation of Grade II listed farmhouse to provide 6 bedrooms and conversion of a Grade II listed barn into a dwellinghouse with 5 bedrooms subject to conditions. The Planning Consent referred to (Ref: 22/0977) relates to an overall consent for the development of the whole of Bosty Lane Farm which includes further dwellings not included within the sale.

Proposed Accommodation: The Farmhouse

Basement:

Storage

Ground Floor

Living Room, Kitchen, Dining Room, Rear Reception Room, Conservatory, Boot Room with Toilet, Bedroom 1, Bathroom with WC

First Floor

Stairs and Landing, Bedroom 2 with en-suite shower room, Bedroom 3 with en-suite shower room, Bedroom 4, Bedroom 5, Bedroom 6, Family Bathroom and further attic storage

Outside

Surrounding gardens, car parking area and garaging

Proposed Accommodation: The Barn Conversion

Ground Floor

Central Feature Hallway, Sitting Room, Dining Room, Gym/Cinema Room, Kitchen, Reception Room, Cloak Room with WC, Bedroom 1 with en-suite wet room with WC,

First Floor

Stairs and Feature Landing, 3 Bedrooms, Family Bathroom and Storage Room

Outside

Surrounding Gardens with car parking and garaging

Note: Prior to bidding, all interested parties should inspect the full Planning documents available on Walsall Council Website and satisfy themselves in respect of all matters.

Council Tax Band – N/A

EPC Rating – N/A

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

Completion Date: 56 days from exchange of contracts

Viewings: Refer to Viewing Schedule online.

Note: Viewings will comprise of a general walk round of the site and no access will be available in to the buildings. All parties viewing this property must do so with utmost caution and neither the Sellers or Auctioneers accept any liability or any injury or harm caused.

Harveys
of MERE GREEN

Freehold Re-development Opportunity - Detached Farmhouse & Barn Conversion - 0.62 acres
*Guide Price: £950,000 - £1,000,000 (+Fees)



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

LOT 22

8 Baker Street, & 2 Avon Street, Sparkhill, Birmingham, West Midlands B11 4SF



Property Description:

A substantial commercial premises prominently located fronting Baker Street at the Junction with Avon Street, predominantly of rendered brick construction surmounted by a pitched tile clad roof.

The property has been occupied by the current owner for in excess of 30 years and is being sold due to retirement having been a long established motorcycle dealership with workshops trading as Thunder Road further benefiting from a substantial flat/living accommodation to the first and second floors and provides potential for redevelopment and maybe suitable to a wide range of alternative community, commercial or residential uses.

The property forms part of an established mixed use area containing a wide range of traditional residential housing and Baker Street leads off Warwick Road (A41) which provides direct access to Stratford Road (A34) containing a wide range of retail amenities and services.

Accommodation:

Ground Floor

Side Entrance Hall, Store One: 18.25 sq.mtrs (196 sq.ft), Store Two: 13.46 sq.mtrs (145 sq.ft), Show Room/Reception Area: 41.84 sq.mtrs (450 sq.ft), Workshop One/Garage: 42.22 sq.mtrs (454 sq.ft) with roller shutter door access, Corridor/Store: 6.93 sq.mtrs (74 sq.ft), Office: 6.11 sq.mtrs (65 sq.ft),

Workshop Two: 13.69 sq.mtrs (147 sq.ft), Lobby with Cellar access (not inspected), Covered Yard: 37.9 sq.mtrs (408 sq.ft) with Toilet having WC and roller shutter vehicular access leading off Baker Street, Secure Open Yard 68.17 sq.mtrs (733 sq.ft) with roller shutter vehicular access leading off Baker Street

First Floor

Flat/Living Accommodation

Stairs and Landing, Lounge/Dining Room: 5.27m x 3.72m, Study Area: 2.66m x 2.00m, Kitchen: 4.17m x 2.85m, Rear Entrance Hall/Lobby: 3.6m x 1.54m leading to rooftop garden/terrace, Bathroom: 3.12m, minimum x 1.91m with panelled bath with shower attachment, pedestal washbasin and WC, Bedroom One: 4.23m x 3.72m intercommunicating with Bedroom Two: 3.73m x 3.29m, intercommunicating with Bedroom Three: 3.66m x 3.65m

Second Floor

Stairs to Bedroom Four: 4.62m x 3.87m, Attic Store Room: 4.04m x 3.21m approximately

Council Tax Band – A

EPC Rating – D

Legal Documents

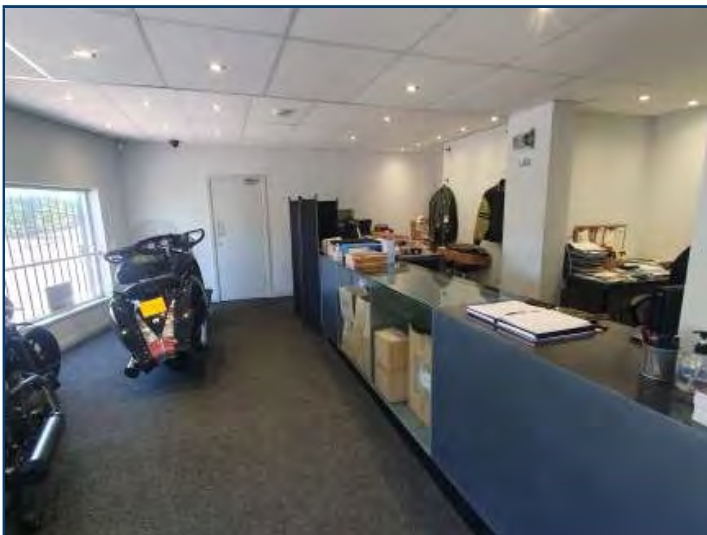
Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online

Completion will be 3 months from exchange of contracts



Freehold Vacant Commercial Premises & Flat - Potential for Alternative Use/Redevelopment
*Guide Price: £300,000 - £330,000 (+Fees)



LOT 23

Freehold Investment - Restaurant with Living Accommodation

*Guide Price: £230,000 - £245,000 (+Fees)

101-102 Three Shires Oak Road, Bearwood, Smethwick, West Midlands, B67 5BT



Property Description:

A pair of traditional two storey mid terrace properties constructed circa. 1900s of brick wall construction surmounted by a pitched roof and now combined to form a ground floor unit currently operating as a restaurant with first floor residential living accommodation. All external windows to the first floor are uPVC framed with sealed double-glazed units and the property has a gas fired central heating system.

The property is situated on Three Shires Oak Road (B4182) circa. 110 m from the junction of Bearwood Road (A4030) on the perimeter to Bearwood's main shopping district in a mixed residential and commercial location, conveniently situated approximately 1.5 miles from Smethwick Rolfe Street Train Station and 3.5 miles from Birmingham City Centre.

The property is let on a full repair and insuring (FRI) lease from and including 6th February 2024 to and including 5th February 2039 at a current rent of £18,000 per annum with upward only rent review dates every 3rd anniversary and with no tenant break clauses. The current tenants have been in occupation since 30th September 2014.

Accommodation:

Ground Floor

Restaurant Area: (9.31m x 7.24m) currently accommodating 32 covers with bar and grill, Kitchen: (6.59m x 3.16m), Store Room One: (4.12 x 2.35m), Store Room Two: (2.78m maximum x 2.22m maximum), Cellar: (uninspected) and Customer Ladies and Gents WCs.

First Floor

Stairs and Landing, Living Room/Kitchen: (4.82m x 3.54m), Living Room/Store: (4.82m x 3.58m), Bedroom One: (3.64m x 3.54m), Bedroom Two: (3.64m x 3.58m), Two Shower Rooms, both with shower cubicles, wash basins and WCs.

Outside:

Rear Courtyard and tenant erected wooden outbuildings.

Net Internal Area (Commercial Area): 102.75 sq. metres

Gross Internal Area (Residential Accommodation): 84.93 sq. metres

Rateable Value (Commercial Area): 1st April 2023 to present : £15,750

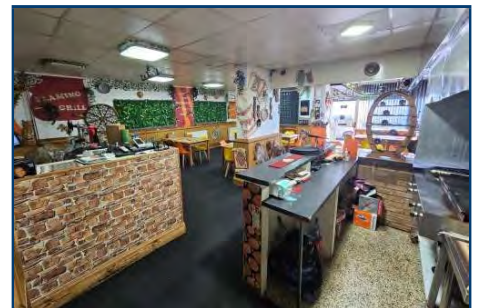
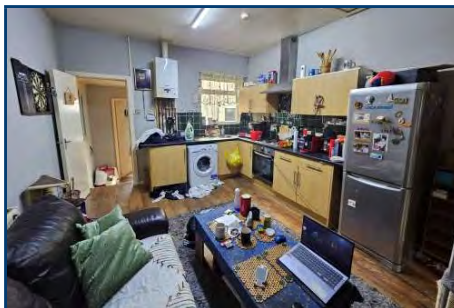
Council Tax Band (Residential Area): A
EPC: C

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 24
Freehold Vacant Detached Industrial Unit And Secure Yard (16,000 sq.ft)

*Guide Price: £950,000 - £1,000,000 (+Fees)

16 Seeleys Road, Tyseley Industrial Estate,, Birmingham, West Midlands, B11 2LA

Property Description:

A predominantly ground floor detached industrial unit located in a plot extending to 0.71 acres and set back from the road behind a forecourt parking area along with a side gated drive giving access to rear fenced secure enclosed yard. The property further benefits from having vehicular access via 4 security roller shutters, 2 to the side aspect and 2 to the rear.

The property offers substantial accommodation including offices to the ground and first floor, kitchen, workshop and partitioned warehouse space. The property may be suitable for a variety of uses and also may serve to sub-divide. The property has also a re-clad roof structure comprising of insulated profiled metal sheeting.

Tyseley Industrial Estate is located off Warwick Road (A41) and is approximately within 4.5 miles North West of Birmingham City Centre and 5 miles South East of Solihull.

Please Note:

Completion will be six weeks following exchange of contracts.

Accommodation: Gross Internal Area 16,000 sq.ft (1486.43 sq.mtrs)

Ground Floor

Reception Area with stairs, Offices x 4, Male WC, Female WC, Kitchen, Workshop, Inner Corridor, Front Warehouse Area, Side Area with vehicular access, Rear Warehouse Area with vehicular access x 2

First Floor Mezzanine

Office x 2 and storage.

Outside:

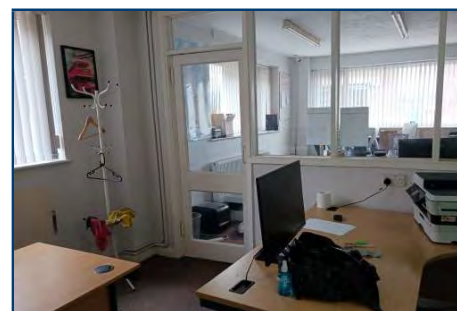
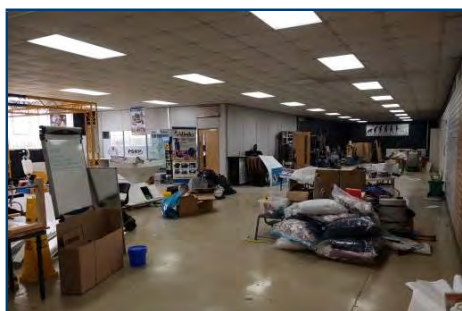
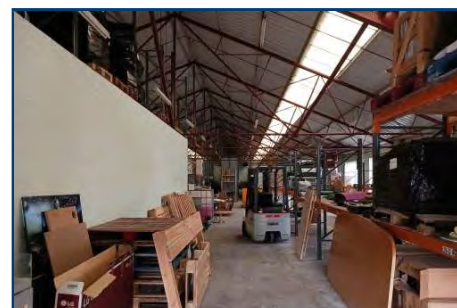
Front: Forecourt parking, side driveway providing off street loading facilities, rear enclosed secure yard with vehicular access

Council Tax Band – N/A

EPC Rating – E

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

Viewings – Via Cottons – 0121 247 2233



LOT 25

Freehold Vacant Semi Detached House with Redevelopment Potential

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

By Instruction of The Joint LPA Receivers

2 Blenheim Road, Worcester, Worcestershire, WR2 5NG



Property Description:

A traditional two storey semi-detached house occupying a large corner plot currently having three bedrooms to the first floor and extended to the rear on the ground floor providing a fourth Bedroom with potential for an annex with separate studio flat. The property is of brick construction with pitched tile clad roof and the plot provides scope to substantially extend the current property and also provides ample off road car parking. The property has been stripped to shell condition and requires complete refurbishment throughout. The property is situated at the junction with Windsor Avenue and forms part of a popular and established residential area and Blenheim Road leads via Oldbury Road Road off Henwick Road (B4206) and is conveniently within less than ½ a mile to the South of University of Worcester Street, St.Johns Campus and approximately 1 mile to the West of Worcester City Centre.

Planning:

Due to the position and size of the plot the property may be suitable for redevelopment and all interested parties should contact the local Planning Department at Worcester City Council to discuss any proposals prior to bidding.

Accommodation:

Ground Floor

Vestibule Entrance, Reception Hall, Front Reception Room: 3.94m x 3.44m plus bay window opening to Dining Room: 3.37m x 2.76m opening to Kitchen: 2.96m x 2.58m (no fittings), Rear Room/Bedroom Four: 4.04m x 4.06m, Rear Entrance Hall, Shower Room: 2.12m x 1.51m with shower, wash basin, WC, Store Room: 2.12m x 1.58m

First Floor

Stairs and Landing, Bedroom One: 2.74m x 2.36m,

Bedroom Two: 3.97m x 3.01m, Bedroom Three: 3.47m x 3.33m, Bathroom: 2.35m x 1.89m (no fittings)

Outside:

Front: Large lawned front and side garden

Rear: Garden and driveway leading off Blenheim Road providing off road parking

Council Tax Band – C

EPC Rating – D

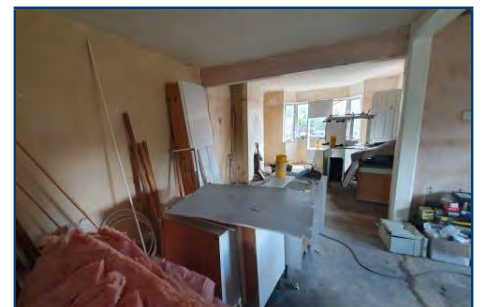
Legal Documents:

Available at www.cottons.co.uk

Viewings: – Via Cottons – 0121 247 2233



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



LOT 26
Freehold HMO Investment - 5 Bed Det. Bungalow - Rental £27,000 p.a.
 *Guide Price: £240,000 - £260,000 (+Fees)

193 Oldbury Road, Worcester, Worcestershire, WR2 6AS

Property Description:

A detached bungalow of brick and tile construction arranged as a house in multiple occupation (HMO) with five lettable rooms, benefitting from mostly UPVC double glazed windows, gas fired central heating and off-road car parking. The property is prominently situated at the junction of Oldbury Road and Newbury Road in an elevated position pleasantly over looking public open space. The property could easily convert back to a single family dwelling house and make a desirable family home.

Oldbury Road is on the Eastern edge of Worcester bordering open countryside and leads off Henwick Road (B4206) which in turn leads off Bromyard Road (A44) and the property is conveniently within approximately 1½ miles to the North-West of Worcester City Centre.

Tenancy Information

The property has five lettable rooms and four rooms are currently occupied producing a rental income of £2,250 pcm (£27,000 per annum). Potential Total Rent (When Fully Let) Circa: £33,000 per annum.

Please note that the property has a valid HMO licence granted by Worcester City Council, Ref: HMO/1283/5 which expires on 31st August 2025 and any purchaser would be required to renew this immediately following completion.

Accommodation:
Upper Ground Floor:

Covered Entrance, Reception Hall, Lounge/Dining Room: 5.18m x 3.76m, Kitchen: 3.85m x 3.07m, Rear Entrance Hall, Bathroom: 2.83m x 2.12m with panel bath having shower attachment, pedestal wash basin and wc, Room One (vacant): 4.71m x 2.36m,

Room Two: 3.99m x 3.83m, Room Three: 3.89 x 3.02m with ensuite shower room having wash basin and wc, Room Four: 3.73m x 3.65m with patio doors to private Balcony, Room Five: 3.07m x 2.32m,

Outside:

Surrounding gardens with driveway leading to Integral Garage.

Council Tax Band: D
EPC Rating: C
Legal Documents:

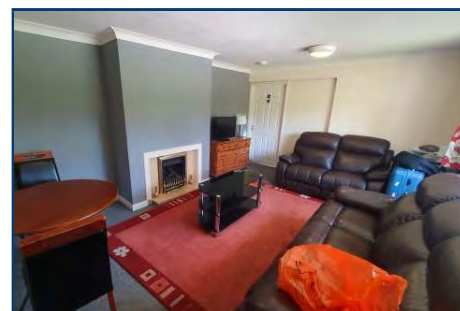
Available at www.cottons.co.uk



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


Viewings:

Via Cottons: 0121 247 2233



LOT 27

Freehold HMO Investment - 6 Bedroom Det. House - Rental £40,620 p.a.
 *Guide Price: £280,000 - £300,000 (+Fees)

By Instruction of The Joint LPA Receivers

28 Happy Land North, Worcester, Worcestershire, WR2 5DH



Property Description:

A detached dwelling house of two storey brick construction with pitched tile clad roof, arranged as a house in multiple occupation (HMO) and offered for sale in a well maintained and presentable condition, which includes UPVC double glazed windows and gas fired central heating, arranged with six letting rooms along with ancillary kitchen and bath/shower room accommodation. The property is set back behind a gravelled fore court and benefits from rear frontage to Lambert Road which provides access to a separate garage.

Happy Land North forms part of an established residential area and leads via Knight Street off Bromyard Road (A44) and the property is conveniently within approximately one mile to the west of Worcester City Centre.

Tenancy Information

The property is currently let as a House of Multiple Occupation (HMO) with six tenants paying a total rental income of £3,385 pcm (£40,620 per annum). Please note that the property has a current valid HMO licence granted by Worcester City Council, Ref: HMO/1190/5 which expires on 31st August 2025 and any purchaser will be required to renew this immediately following completion.

Accommodation:

Ground Floor:

Covered Entrance, Reception Hall, Kitchen: 3.57m x 3.01m with range of units, Bathroom: 2.32m x 1.69m with panel bath having shower over, pedestal wash basin and wc, Lounge: 3.78m x 3.03m, Room One: 4.86m x 3.04m, including ensuite Shower Room with wash basin and wc, Room Two: 3.63m x 3.02m, Room Three: 4.85m x 2.38m including ensuite shower room with wash basin and wc.

First Floor:

Stairs and Landing, Shower Room with wc and wash basin, Room 4: No access, Room 5: No access, Room 6: 3.65m x 3.01m.

Outside:

Front: Gravelled fore garden, pedestrian side access to rear.

Rear: Paved yard/garden, dilapidated brick store and garage with access from Lambert Road

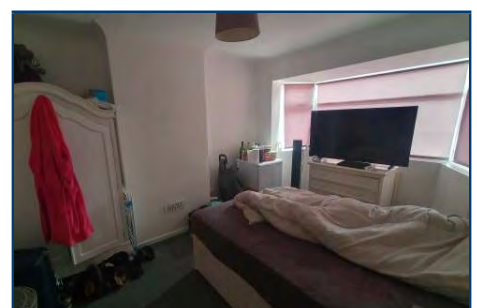
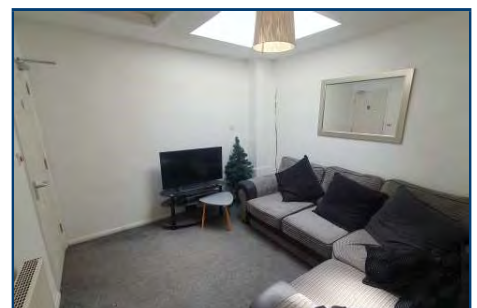
Council Tax Band: C

EPC Rating: E (120)

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons: 0121 247 2233



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



LOT 28

Freehold HMO Investment with 5 Bedrooms - Current Rent: £24,240 p.a.
 *Guide Price: £230,000 - £250,000 (+Fees)

By Instruction of the Joint LPA Receivers

26 Ingles Drive, Worcester, Worcestershire, WR2 5HR


Property Description:

A modern mid-town house of three storey cavity brick construction surmounted by a pitched tile clad roof currently arranged as five lettable bedrooms with ancillary living, kitchen and bath/shower room accommodation and provides well laid out accommodation benefitting from UPVC double glazed windows and gas fired central heating.

The property forms part of a modern development located on Ingles Drive which leads off Henwick Road (B4206) and is conveniently with in approximately 1 mile to the West of Worcester City Centre.

Tenancy Information:

The property has five lettable rooms and four rooms are currently occupied producing a total rental income of £2,020 pcm (£24,240 per annum). Potential Total Rent (When Fully Let) Circa: £30,000 per annum

Note: The property does not currently have an HMO Licence and the Receivers have been issued with a temporary exemption notice from Worcester City Council, valid from 23rd of June 2025 for a period of 3 months. The exemption is non transferable and any purchaser will be required to obtain a new HMO Licence following completion.

Accommodation:
Ground Floor

Covered Entrance, Reception Hall, Garage/Store Room: 4.95m x 2.39m, Cloak Room with WC and wash basin, Utility Room: 3.08m x 2.48m with a range of units, Room 1: 3.07m x 2.58m

First Floor

Stairs and Landing, Kitchen: 4.21m x 2.44m, Lounge/Dining Room L-shaped: 5.14m x 4.80m maximum, Room 2: (Not inspected)

Second Floor

Stairs and Landing, Bathroom: 2.18m x 1.91m with panelled bath, having shower attachment, pedestal wash basin and WC, Room 3: 3.91m x 3.04m maximum with en-suite shower room having wash basin and WC, Room 4: 3.86m x 2.88m (currently vacant), Room 5: 2.74m x 2.22m

Outside:

Front: Tarmacadam Driveway to Garage

Rear: Patio and garden

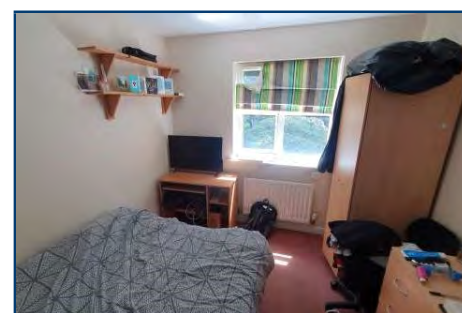
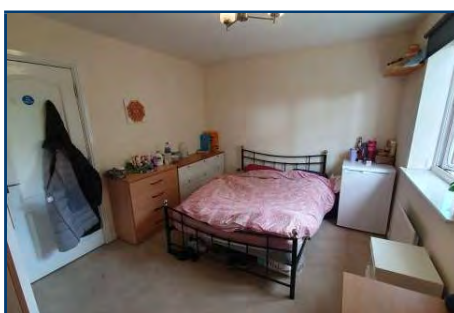
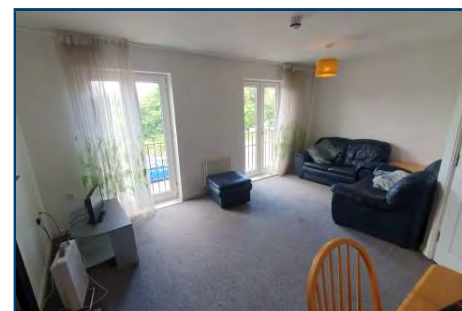
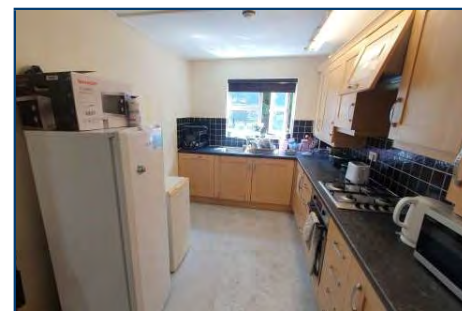
Council Tax Band – D

EPC Rating – C

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

Viewings

Via Cottons – 0121 247 2233



LOT 29

Freehold Vacant Modern Town House With Four Bedrooms

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

By Instruction of the Joint LPA Receivers

30 Ingles Drive, Worcester, Worcestershire, WR2 5HR



Property Description:

A modern town house of three storey cavity brick construction surmounted by a pitched tile clad roof, providing well laid out accommodation and benefitting from four bedrooms, UPVC double glazed windows, gas fired central heating, garage and off road car parking.

The property forms part of a modern development located on Ingles Drive which leads off Henwick Road (B4206) and is conveniently with in approximately 1 mile to the West of Worcester City Centre.

Accommodation:

Ground Floor

Reception Hall, Study: 2.75m x 1.79m, Toilet with WC and wash basin, Utility Room: 1.99m x 1.83m maximum

First Floor

Stairs and Landing, Bedroom One: 2.82m x 2.81m, Kitchen: 3.51m x 2.36m, Shower Room with glazed shower, vanity wash basin and WC, Lounge/Dining Room: 5.26m x 3.42m

Second Floor

Stairs and Landing, Master Bedroom: 2.99m x 2.99m, Lobby/Dressing Room and en-suite Shower Room having glazed shower, vanity wash basin and WC, Family Bathroom: 2.22m x 1.72m with bath, wash basin and WC, Bedroom Three: 3.43m x 3.20m, Bedroom Four: 3.42m x 2.02m

Outside:

Front: Covered tarmacadam parking space with access to garage (not inspected)

Rear: Garden

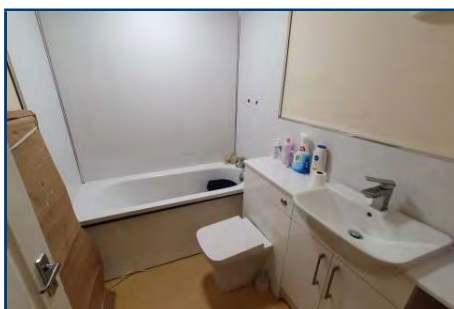
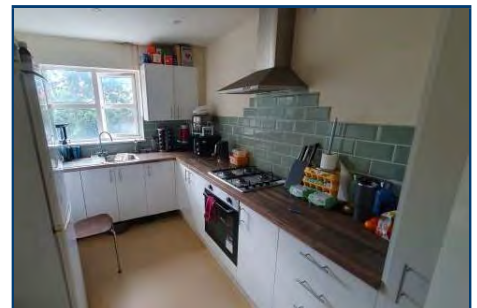
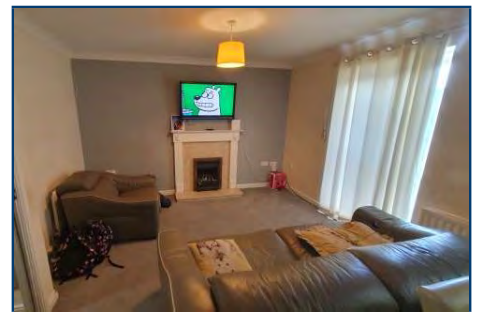
Council Tax Band – D
EPC Rating – C

Legal Documents

Available at www.cottons.co.uk

Viewings

Refer to Viewing Schedule Online



LOT 30

Freehold HMO Investment with 5 Bedrooms - Current Rent: £26,400 p.a.
 *Guide Price: £240,000 - £260,000 (+Fees)

By Instruction of the Joint LPA Receivers

31 Ingles Drive, Worcester, Worcestershire, WR2 5HR


Property Description:

A modern town house of three storey cavity brick construction surmounted by a pitched tile clad roof currently arranged as five lettable bedrooms with ancillary living, kitchen and bath/shower room accommodation and provides well laid out accommodation benefitting from UPVC double glazed windows and gas fired central heating.

The property forms part of a modern development located on Ingles Drive which leads off Henwick Road (B4206) and is conveniently with in approximately 1 mile to the West of Worcester City Centre.

Tenancy Information:

The property has five lettable rooms and four rooms are currently occupied producing a total rental income of £2,200 pcm (£26,400 per annum). Potential Total Rent (When Fully Let) Circa: £30,000 per annum

Note: The property does not currently have an HMO Licence and the Receivers have been issued with a temporary exemption notice from Worcester City Council, valid from 23rd of June 2025 for a period of 3 months. The exemption is non transferable and any purchaser will be required to obtain a new HMO Licence following completion.

Accommodation:
Ground Floor

Reception Hall, Utility Room: 1.93m x 1.84m, Room 1: 3.88m x 3.76m maximum with pedestal wash basin

First Floor

Stairs and Landing, Cloak Room with pedestal wash basin and WC, Lounge/Dining Room: 5.26m x 3.38m, Kitchen: 4.09m x 2.33m with range of fitted units, Room 2: 2.95m x 2.85m (vacant)

Second Floor

Stairs and Landing, Bathroom: 2.17m x 1.71m with panelled bath having shower attachment, pedestal wash basin and WC, Room 3: Not inspected, Room 4: 3.4m x 3.23m, Room 5: 2.38m x 1.98m

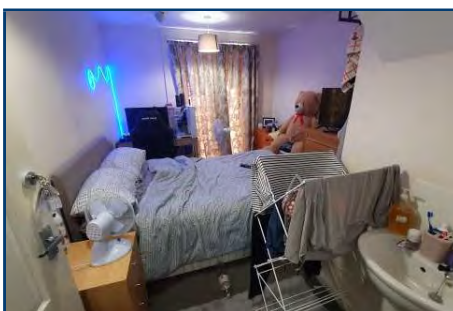
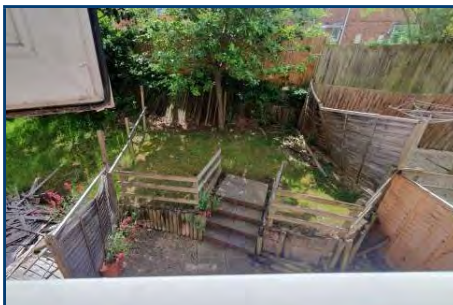
Outside:

Front: Covered parking space leading to Garage: 5.61m x 2.38m

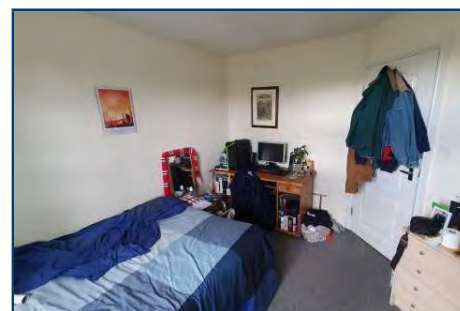
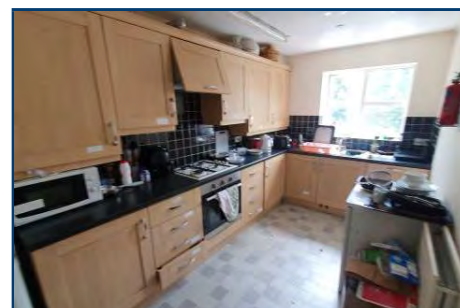
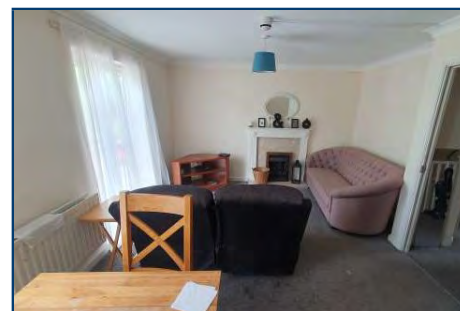
Rear: Garden and patio

Council Tax Band – D
EPC Rating – C
Legal Documents:

Available at www.cottons.co.uk


Viewings

Via Cottons – 0121 247 2233



LOT 31

Freehold Vacant Double Fronted Commercial Premises

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

58 Tower Street, Dudley, Dudley DY1 1ND

Property Description:

A double fronted mid-terraced three storey commercial premises of brick construction surmounted by a pitched tile clad roof, having accommodation arranged over three floors along with a rear single storey extension. The property has previously been used as consulting rooms and offices and is currently in need of refurbishment and modernisation throughout and may be suitable for alternative use including residential redevelopment (subject to planning) utilising the two separate front door entrances which may allow for sub-division.

The property is located within Dudley Town Centre just outside the main retail area, close to the junction with Stone Street and is situated adjacent to a variety of commercial properties.

Accommodation:

Ground Floor:

Hallway, Room One: 9.95 sq. m (107 sq. ft), Cellar (not inspected), Kitchenette: 4.25 sq. m (46 sq. ft), Ladies/Gents Toilets,

Room Two: 20.25 sq. m (218 sq. ft), Rear Office: 7.15 sq. m (77 sq. ft), Toilet and Kitchen/Consulting Room: 9.88 sq. m (106 sq. ft).

Ground Floor Net Internal Area: 51 sq. m (554 sq. ft):

First Floor:

Stairs to Room One: 13.55 sq. m (146 sq. ft), Room Two: 14.19 sq. m (153 sq. ft)

First Floor Net Internal Area: 28 sq. m (299 sq. ft):

Second Floor

Stairs to Room One: 16.56 sq. m (178 sq. ft), Room Two: 15.16 sq. m (163 sq. ft)

Second Floor Net Internal Area: 32 sq. m (341 sq. ft):

Total Net Internal Area: 111 sq. m (1194 sq. ft):

EPC Rating: C

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



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LOT 32
Freehold Development Site - Consent for Six Dwellings

*Guide Price: £335,000 - £355,000 (+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 Condovery 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 implementing the Planning Consent.

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

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

Viewings – Via Cottons – 0121 247 2233



LOT 33

Freehold Building Plot with Outline Planning For Two 3 Bed Detached Houses

*Guide Price: £165,000 - £185,000 (+Fees)

Land To The R/O 318-320 Brook Lane, Billesley, Birmingham, West Midlands B13 0TH

Property Description:

A Freehold Parcel of land extending to a site area of approximately 0.25 acres (995.79 sq.m) located to the rear of 318-326 Brook Lane and accessed off Malton Grove. The land benefits from Outline Planning Permission for the erection of two detached three bedroom properties. Brook Lane is approximately within half a miles distance from Kings Heath High Street which provides a wide range of shops and amenities, and 1.8 miles from King Edward VI Camp Hill School.

Planning:

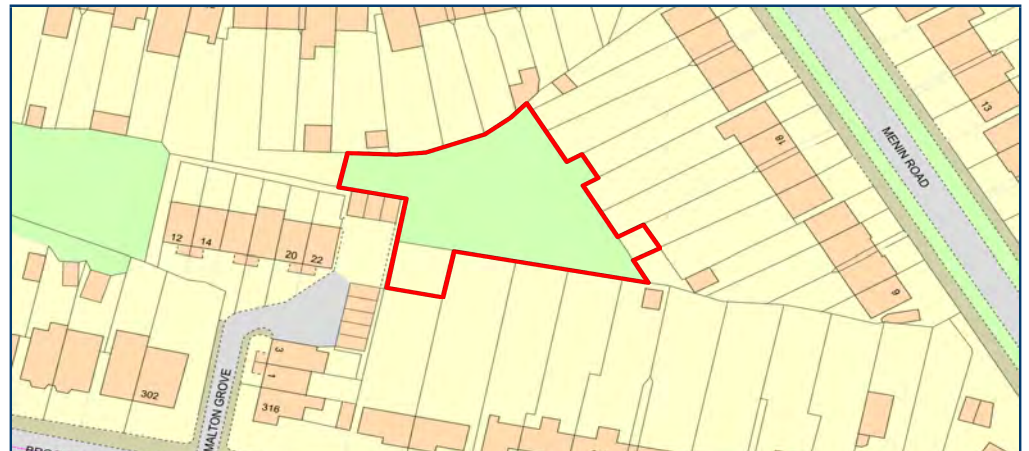
Outline Planning consent was granted by Birmingham City Council (Ref: APP/P4605/W/24/3355180) and dated 3rd April 2025 for the erection of 2 detached (3 bedroom, double storey) self build dwellings and associated landscaping and carparking to accommodate electric vehicles.

Legal Documents

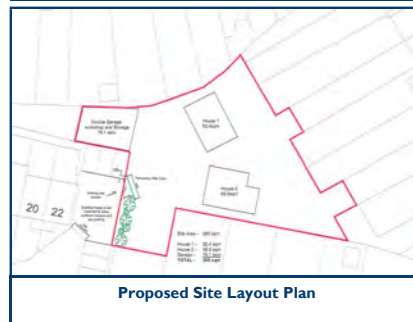
Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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



Proposed Site Layout Plan



LOT 34

Freehold Vacant Detached House with Four Bedrooms with Potential

*Guide Price: £200,000 - £230,000 (+Fees)

St Augustines Vicarage, 1 Hallchurch Road, Dudley, West Midlands DY2 0TG

Property Description:

A detached dwelling house of two-storey partly clad cavity brick wall construction surmounted by a pitched tile clad roof set within a large plot located off Hallchurch Road, having ample off-road car parking and surrounded by mature gardens. The property provides well laid out accommodation which includes four bedrooms but requires complete repair and refurbishment having suffered from vandalism. Hallchurch Road forms part of a predominantly residential area and the property is situated close to the junction with Stourbridge Road (A461) and Merry Hill (A4036) adjacent to St Augustine's Church and within a short walk of a local nature reserve, half a mile from Russell's Hall Hospital and approximately two miles to the South-West of Dudley Town Centre.

Planning

The property may be suitable for a variety of alternative uses or redevelopment and all interested parties must discuss their proposals with the local planning department at Dudley MBC prior to bidding.

Accommodation

Ground Floor:

Reception Hall: 3.53m x 3.29m, Cloakroom/Toilet, Front Reception Room: 4.05 x 3.12m, Inner Hall, Living Room: 4.2m x 3.73m, Dining Room: 3.73m x 3.04m, Kitchen: 4.96m x 2.95m, Utility Room: 2.83m. x 1.55m.

First Floor:

Stairs and Landing, Bedroom One: 3.34m x 3.01m, Bedroom Two: 4.19m x 3.27m, Bedroom Three: 3.73m x 3.13m, Bedroom Four: 3.73m x 2.98m, Study/Box Room: 1.96m x 1.82m, Bathroom: 2.71m x 2.83m, Separate Toilet.

Outside:

Driveway providing off road parking, Double Garage: 4.87m x 4.87m and surrounding garden areas.

Council Tax D

EPC Rating : C (69)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



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

LOT 35
Freehold Investment – Semi-Detached House let as a 9 Bedroom HMO.

*Guide Price: £470,000 - £500,000 (+Fees)

By Instruction of the Joint LPA Receivers
43 Portland Road, Birmingham, West Midlands, B16 9HS

Property Description:

A substantial semi-detached house, of three storey brick construction surmounted by a pitched tile clad roof, and set back from Portland Road behind a mature hedge and tarmacaded fore court which provides ample off-road car parking.

The property is offered in a well maintained and presentable condition, benefitting from UPVC double glazed windows, gas fired central heating, modern kitchen and bath/shower room fitments and is arranged to provide 9 double bedrooms with ancillary communal living, kitchen and bath/shower room accommodation.

Portland Road (B4125) forms part of a well regarded residential area containing a range of large traditional housing and apartments and leads directly off Hagley Road (456) conveniently approximately two miles to the West of Birmingham City Centre.

Tenancy Information

The property is currently let on a lease to Berkley Housing Limited for a term of three years from 28th April 2025 at a current rent of £3,100 per annum for the first year, £3,200 per annum for the second year and £3,300 per annum for the third and final year.

Total Current Rental Income: £37,200 per annum

Accommodation:
Ground Floor:

Reception Hall, Cloakroom with wc and wash basin, Lounge: 4.11m x 3.49m (max), Dining Kitchen: 5.46m x 3.35m with range of modern units and utility area, Room One: 5.07m x 5.03m (max), Room Two : 6.06x x 5.46m (max), Room Three: 4.14m x 3.37m (max)

First Floor:

Stairs and Landing, Cloakroom with wc and wash basin, Shower Room with glazed shower and wash basin, Room 4: 5.13m x 4.36m (max), Room 5: 3.37m x 3.35m, Room 6: 6.11m x 5.45m (max), Room 7: 5.25m x 4.23m (max)

Second Floor:

Stairs and Landing, Large Bathroom: 5.55m x 2.9m (max) with panel bath, glazed shower enclosure, pedestal wash basin and wc , Room 8: 3.72m x 3.09m, Room 9: 5.29m x 3.57m

Outside:

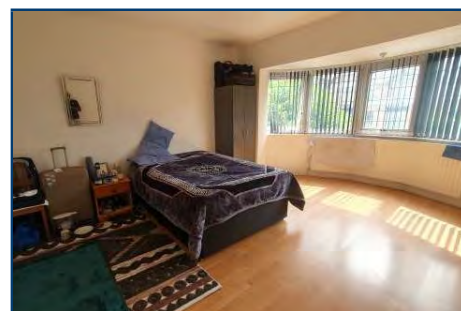
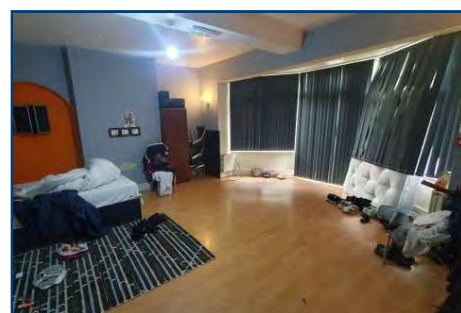
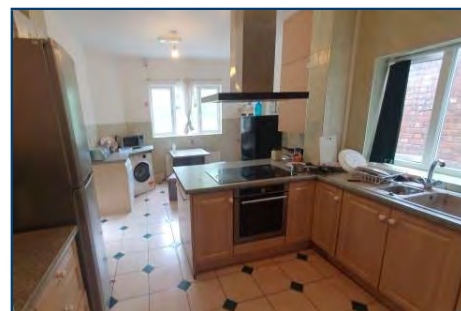
Front: Tarmacaded fore court providing parking, pedestrian side access to rear
Rear: decked patio and a large garden.

Council Tax:: D
EPC Rating:: C (70)
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



LOT 36

Freehold Retail Investment with Flat subject to a Long Leasehold *Guide Price: £60,000 - £70,000 (+Fees)

33 Thornhill Road, Halesowen, West Midlands B63 1AU

Property Description:

An end terraced property of two storey brick construction surmounted by a pitched tile clad roof, forming part of a neighbourhood parade set back behind amenity space (part of which is included in the Freehold title) and comprising of a ground floor retail unit which is long established as a Chemist and self-contained flat to the first floor which is subject to a long leasehold interest.

Thornhill Road forms part of an established residential area and leads directly off Huntingtree Road and the property is located approximately 1 mile to the West of Halesowen Town Centre.

Tenancy Information

33 Thornhill Road - Retail Shop: The property is let to PCT Healthcare Limited on a lease for a term of 15 years from 15 March 2021 at a current rental of £4,550 per annum on full repairing and insuring terms subject to upward only rent reviews on the 5th and 10th year anniversary. PCT Healthcare Limited

operates multiple pharmacies and their last published accounts contained on Companies House stated a turnover in excess of £178 million for year ending 30th November 2024.

33A Thornhill Road - First Floor Flat & Garage:

The property is subject to a long lease for a term of 99 years from 9th October 1992. Refer to Legal Pack for Ground Rent Income. Note: This lease has 66 years unexpired and the Freeholder will be entitled to charge a premium to extend the lease at some future time.

Accommodation

Ground Floor – 33 Thornhill Road:

Retail Area: 30.42 sq m (325 sq ft), Office: 3.42 sq m (37 sq ft), Dispensary: 15.87 sq m (171 sq ft), Shared Rear Lobby with access to Toilet having wc.

First Floor Flat and Garage - 33A Thornhill Road: Not Applicable.

EPC Rating (for shop only): E

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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



LOT 37

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

112 Aldershaw Road, Yardley, Birmingham, West Midlands B26 1HN

Property Description:

A traditional two storey semi-detached house of brick construction, surmounted by a hipped tile clad roof with skylight, situated behind a tarmacadam forecourt and benefiting from a single storey rear extension to the kitchen, uPVC double glazing and gas fired central heating, but requiring modernisation.

Aldershaw Road is conveniently situated within close proximity to Coventry Road (A45)) with local shops and amenities, approximately 650 metres from Swan Shopping Centre, 1.7 miles from Heartlands Hospital, 3.3 miles from Solihull Town Centre and 4.1 miles from Birmingham City Centre.

Accommodation:

Ground Floor

Porch, Entrance Hallway, Front Reception Room (3.72 into bay x 2.97m), Rear Reception Room (3.58m x 2.97m) Breakfast Kitchen (5.02m max x 2.66m), Side passageway with WC.

First Floor

Stairs and Landing, Bedroom One (3.85m into bay x 2.85m), Bedroom Two (3.75m x 2.85m), Bedroom Three (2.1m x 1.71m), Bathroom with bath, wash basin and WC.

Outside

Front: – Tarmacadam forecourt
Rear: – Lawned garden and Brick Built Detached Garage (5.71m x 3.08m) accessed via rear service road.

Council Tax Band – C

EPC Rating - D

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule Online



LOT 38
Freehold Vacant Two Bedroom End Terraced House

*Guide Price: £180,000 - £200,000 (+Fees)

13 Green Court 643 Fox Hollies Road, Hall Green, Birmingham, West Midlands B28 9DP
Property Description:

An end terraced property of brick construction set back from the road behind a paved and lawned foregarden. The property benefits from having UPVC double glazing, electric heating and modern kitchen units. Green Court is a cul-de-sac location located off Fox Hollies Road (A4040) close to the junction with Hamlet Road.

Accommodation:
Ground Floor

Entrance Porch, Entrance Hallway, Kitchen: (3.58 x 2.14m), Lounge: (4.85 x 4.06m), Stairs,

First Floor

Bedroom 1: (3.05 x 3.09m), Bedroom 2: (2.99 x 4.05m),

Shower Room having shower cubicle, wash basin and WC: (1.94 x 1.79m)

Outside:

Front: Paved and lawned foregarden with communal parking area.

Rear: Garden

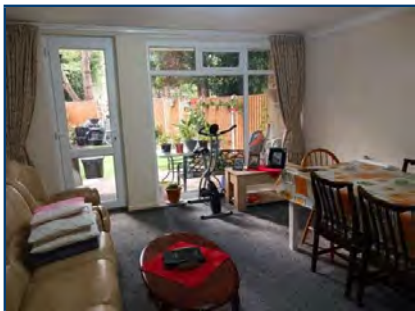
Council Tax Band – C

EPC Rating – E

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233


LOT 39
Commercial Investment In Popular Town Centre Location

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

12A St. John Street, Bromsgrove, Worcestershire B61 8QY
Property Description:

A commercial investment opportunity comprising of a Grade II Listed two storey traditional building of brick construction situated fronting St. John Street directly opposite Waitrose Supermarket.

The property is currently occupied by a long established Podiatrist with the accommodation arranged as consulting rooms and is located within the sought after town of Bromsgrove which is situated approximately one mile to the South of the M42 Motorway (Junction 1).

Tenancy Information:

The property is currently let trading as Elmscroft Podiatry and Chiropody on a Lease for a Term of 5 years from 1st of May 2022 at a current rental of £7,000 pa and on Full Repairing and Insuring Terms. The current Tenant has occupied the property since 2017 and has maintained and improved the property internally to provide presentable accommodation.

Accommodation
Ground Floor

Reception Area: 12.07sq.mtrs (129 sq.ft), Lobby with Store, Treatment Room One: 8.91sq.mtrs (96 sq.ft), Inner Hall, Two Toilets each with WC and wash basin

First Floor

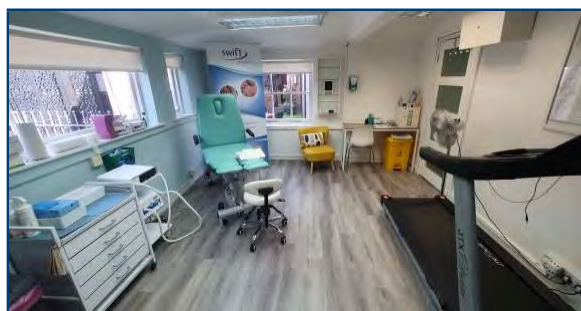
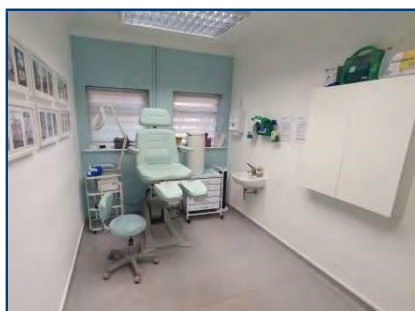
Stairs and Landing, Office/Store: 9.47sq.mtrs (102 sq.ft), Treatment Room Two: 17.9 sq.mtrs (193 sq.ft), Kitchenette: 4.04 sq.mtrs (43 sq.ft) with stainless steel sink unit

EPC Rating – D

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 40

Freehold Vacant Detached House with Potential Building Plot

*Guide Price: £325,000 - £375,000 (+Fees)

1 Orwell Close, Stourbridge, West Midlands, DY8 3JS



Property Description:

A three bedroom detached property of brick construction surmounted by a tiled roof and set back from the road behind a foregarden and driveway allowing for off road parking and access to garage, the property is situated on a corner plot extending to approximately 380 sq.m (4,091 sq ft). The house benefits from having Majority UPVC double glazing and gas fired central heating and is offered for sale in presentable condition. The property is situated on the corner of Orwell Close and Roman Road and the property is within walking distance to Bluebell Wood and within 1.2 miles from Stourbridge Town centre.

Planning:

The owner has submitting a pre planning application for the erection of a single dwelling situated on the adjacent land and received a positive response, a copy is included in the legal pack.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (4.61m x 3.65m), Kitchen/dinner: (3.22m x 4.61m), Lean to/utility area

First Floor

Landing, Bedroom 1: (3.92m x 2.56m), Bedroom 2: (3.34m x 2.55m), Bedroom 3: (2.96m x 1.94m), Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Front, side and rear: Gardens and driveway allowing for off road parking and access to garage

Council Tax Band – B

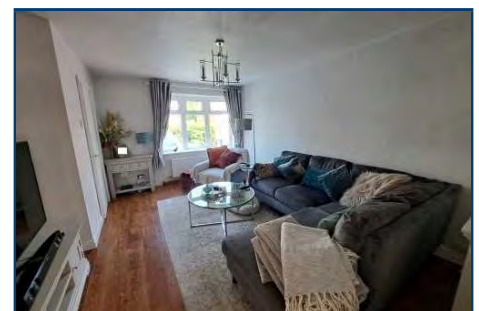
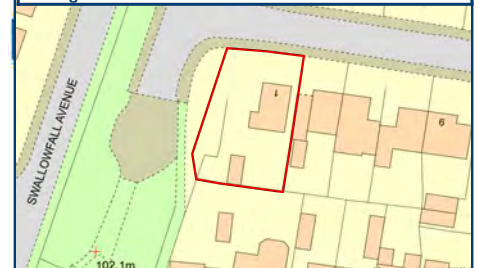
EPC Rating – E

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

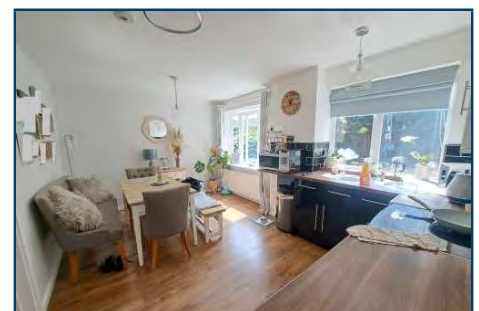
Viewings – Via Cottons – 0121 247 2233



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



Proposed Pre Planning Development



LOT 41
Freehold Vacant Dormer Bungalow Requiring Repair And Refurbishment
 *Guide Price: £140,000 - £155,000 (+Fees)

106 Elizabeth Walk, Tipton, West Midlands, DY4 0AL
**Property Description:**

A semi-detached dormer bungalow of brick construction with pitched tile clad roof having suffered severe fire damage and in need of significant repair and refurbishment. The property occupies a generous corner plot fronting Elizabeth Walk and set within a secure walled and railing boundary. The property was previously in a modern presentable condition prior to the aforementioned fire damage and offers well laid out accommodation including three double bedrooms, two bathrooms, ample off road car parking and a detached garage with separate driveway access.

Elizabeth Walk forms part of an established and popular residential estate located via Wednesbury Oak Road off Bilston Road (A4098) and the property is situated adjacent to pedestrian access to Weddell Wynd Park providing valuable amenity. The property is situated approximately 1 mile to the West of Wednesbury, 3 miles to the North of Dudley Town Centre and approximately 4 miles to the North West of the M5 Motorway (Junction 1)

Accommodation:**Ground Floor**

Side Entrance Hall, Reception Hall: 2.62m x 1.81m, Bedroom One: 3.29m x 3.98m in to bay, Bedroom Two: 4.92m x 3.77m, Lounge/Dining Room: 5.02m x 3.31m opening to fire damaged Conservatory, Kitchen: 3.69m x 2.07m, Shower Room: 2.43m x 1.68m with WC

First Floor

Stairs and Landing, Bedroom Three: 5.91m x 4.82m, Bathroom: 3.86m x 2.38m

Outside:

Large concrete paved forecourt and side driveway providing ample off road parking,

secure gated yard/garden to the rear and a separate secure gated driveway off a side road to a Detached Garage: 4.89m x 2.49m, of brick construction.

Council Tax Band – D**EPC Rating – Commissioned (Refer to Legal Pack)****Viewings:** Refer to Viewing Schedule Online

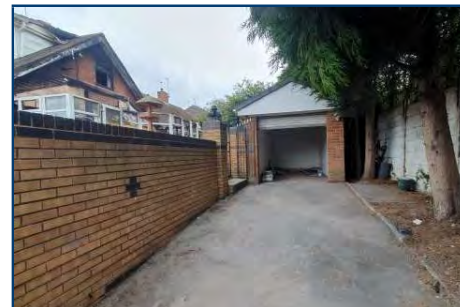
Note: The property is in a poor state of repair due to fire damage and all interested parties view this property entirely at their own risk neither the Seller nor the Auctioneer will be liable for any injury or harm caused.



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

**Legal Documents**

Available at www.cottons.co.uk



LOT 42

Freehold Vacant Workshop/Warehouse Premises

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

Premises Adjacent, 17 Laurel Lane, Halesowen, West Midlands B63 3DA

Property Description:

A locally listed two storey workshop/warehouse premises prominently situated at the Junction of Laurel Lane and Powell Street, of brick construction surmounted by a pitched slate clad roof and accessed by a right of way leading over a concrete forecourt owned by the adjacent property 17 Laurel Lane.

Laurel Lane forms part of an established predominantly residential area and leads directly off Queensway (A459) conveniently within less than ¼ of a mile from Halesowen Town Centre which provides access to a wide range of retail amenities and services.

Planning:

The property is duly established for use as a warehouse/workshop premises. Access from Laurel Lane is over a right of way owned by the adjacent property 17 Laurel Lane and will only allow this access to be used for the existing purposes and not residential. The property benefits for a raised access door located off Powel Street and there may be potential to utilise this access with the addition of internal steps providing scope to use the building for other uses including residential and all interested parties should inspect the legal documents and discuss any proposals with the local Planning Department at Dudley MBC prior to bidding

Accommodation:

Ground Floor

Warehouse/Workshop premises: 76.65sq.m (835 sq.ft) including Office, Kitchen/Staff Room, Toilet with WC and washbasin and having a raised side access from Powell Street

First Floor

Stairs to Storage/Workshop Area: 75.54 sq.m (823 sq.ft)

/>Total Gross Internal Area: 152.19 sq.m (1,658 sq.ft)

EPC Rating – G

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

Viewings: Refer to Viewing Schedule Online



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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.

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LOT 43

Leasehold Vacant Three Bedroom Flat

*Guide Price: £35,000 - £40,000 (+Fees)

48 Churchfield Avenue, Tipton, West Midlands DY4 9NF

Property Description:

A purpose built second floor flat forming part of a three-storey block situated in a cul-de-sac which is located off Lichfield Street which in turn leads off Upper Church Lane (B4163).

The property provides generous and well laid out accommodation which includes three bedrooms and benefits from having gas fired central heating, majority UPVC double glazed windows and ample communal car parking located to the rear, however, would benefit from modernisation.

Accommodation:

Ground Floor

Communal Entrance with Secure Door Entry System and Stairs.

Second Floor

Hallway, Living Room (4.79m x 3.77) with balcony, Kitchen (3.22m x 2.63m), Bedroom One (3.77m x 3.7m), Bedroom Two (3.17m x 3.79m max), Bedroom Three (2.86m x 2.27m) and Bathroom with Bath having shower over, wash basin and Separate WC.

Outside:

Surrounding communal gardens and ample parking area located to the rear.

Leasehold Information:

Lease Term: Commenced 18 July 1986 to 1 July 2084

Ground Rent: £60 per annum, rising to £72 per annum on 1st July 2051 for remainder of the term.

Service Charge: Refer to Legal Pack

EPC Rating: C

Council Tax Band: A

Legal Documents:

Available at cottons.co.uk

Viewings:

Please refer to Viewing Schedule.



LOT 44

Freehold Vacant Semi-Detached House with Three Bedrooms

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

56 Amblecote Avenue, Great Barr, Birmingham, West Midlands B44 9AL

Property Description:

A traditional two storey semi-detached house of brick construction, surmounted by a pitched tile clad roof, set back behind a foregarden and benefiting from majority uPVC double glazing and gas fired central heating but requiring modernisation.

The property is situated within a cul-de-sac conveniently located approximately 1.7 miles from Junction 7 of the M6, 1.9 miles from Hamstead Train Station, 3.2 miles from Sutton Coldfield Town Centre and 4.9 miles from Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Hallway, Reception Room One: 3.63m x 3.2m, Reception Room Two: 4.19m

x 3.2, Kitchen: 2.39 x 1.8m, Side Passageway, Workshop: 3.44m x 2.83m.

First Floor

Stairs and Landing, Bedroom One: 3.63m x 3.2m, Bedroom Two: 3.63m x 3.2m, Bedroom Three: 2.57m x 1.81m, Bathroom with bath and shower over, wash basin and WC.

Outside:

Front – Garden.

Rear – Garden with gated vehicular driveway off rear service road..

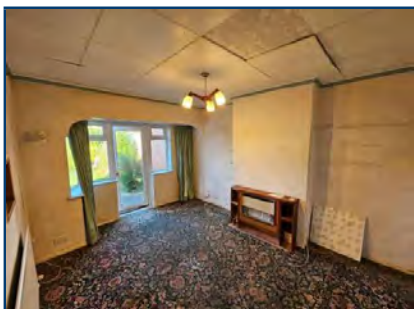
Council Tax Band – B

EPC Rating - Commissioned

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LOT 45

Freehold Vacant Semi-Detached House With Three Bedrooms

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

96 Oundle Road, Kingstanding, Birmingham, West Midlands B44 8EN

Property Description:

A traditional semi detached house of two storey brick construction surmounted by a hipped tile clad roof benefitting from UPVC double glazed windows, gas fired central heating, off road car parking and three bedrooms.

Oundle Road forms part of an established residential estate located via Stowell Road off Hawthorn Road which in turn leads off Kingstanding Road (B4138) and the property is conveniently within less than 1/4 of a mile from Kingstanding Shopping Centre, 2 miles from the Scott Arms Shopping Centre at Great Barr and 4 miles to the North of Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Hall, Lounge: 3.97m x 3.66m including bay window, Full Width Dining Kitchen: 4.57m x 3.33m with walk in store

First Floor

Stairs and Landing, Bedroom One: 3.36m x 2.68m, Bedroom Two: 3.34m x 2.68m, Bedroom Three: 2.25m x 1.79m, Bathroom: 2.39m x 1.81m with panelled bath and shower attachment, pedestal wash basin and WC

Outside:

Front: Lawned Foregarden, concrete paved parking space and gated pedestrian side access to rear

Rear: Lawned garden

Council Tax Band – B

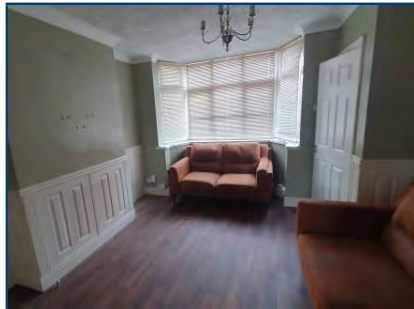
EPC Rating – Commissioned (Refer to Legal Pack)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule Online



LOT 46

Four Freehold Ground Rents secured upon Modern Houses

*Guide Price: £18,000 - £22,000 (+Fees)

FGR's, 58, 66, 86 & 88 Charterfield Drive, Kingswinford, West Midlands DY6 7RD

Property Description:

A Portfolio of Freehold Ground Rents, secured upon four modern houses comprising two mid terraced and two detached chalet style dwellings of brick construction with pitched tile clad roofs, located in Charterfield Drive which leads via Stallings Lane off Wolverhampton Road (A491), forming part of an established residential area situated approximately 3/4 mile to the north of Kingswinford & four miles north of Stourbridge Town Centre.

Lease Information

Each property is subject to a long lease for a term of 99 years. The leases for 58 & 66 Charterfield Drive expire on 26th June 2071 (less than 46 years unexpired) each

paying a ground rent of £35 p.a. The leases for 86 & 88 Charterfield Drive expire on 22nd June 2073 (less than 48 years unexpired) each paying a ground rent of £45 p.a. (No. 86) & £50 p.a. (No. 88).

Total Current Ground Rent Income: £165 per annum.

Freehold Land Registry Title No. WM474285

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



88 Charterfield Drive



58 Charterfield Drive



86 Charterfield Drive



66 Charterfield Drive

LOT 47

Two Freehold Ground Rents secured upon Semi Detached Houses

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

FGR's, 37 & 61 Bittern Walk, Brierley Hill, West Midlands DY5 2QB

Property Description:

A Portfolio of Freehold Ground Rents, secured upon two modern semi detached houses, of brick construction with pitched tile clad roofs, located in Bittern Walk, forming part of an established residential area situated approximately 1 mile to the north east of Stourbridge Town Centre.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 23rd June 2065 (less than 40 years unexpired), each paying a current Ground Rent of £30pa (37 Bittern Walk) and £33pa (61 Bittern Walk).

Total Current Ground Rent Income:
£63 per annum.

Freehold Land Registry Title No.
37 & 61 Bittern Walk - WM189993

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

Viewings:
Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



37 Bittern Walk



61 Bittern Walk

LOT 48

Two Freehold Ground Rents secured upon Semi Detached Houses

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

FGRs 11 & 17, Winsford Close, Halesowen, West Midlands B63 3QH

Property Description:

A Portfolio of Freehold Ground Rents, secured upon two semi detached dormer bungalows of brick construction with pitched tile clad roofs, located in Winsford Close which leads off Fairmile Road forming part of an established residential area situated approximately 3/4 mile to the north of Halesowen Town Centre.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 23rd June 2068 (less than 43 years unexpired), each paying a current Ground Rent of £35pa.

Total Current Ground Rent Income: £70 per annum.

Freehold Land Registry Title No.
WM291873

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

Viewings: Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



11 Winsford Close



17 Winsford Close

--- Legal Documents Online ---



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

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

Service Provided By The Essential Information Group Ltd
www.eigroup.co.uk 0870 112 30 40

LOT 49

Three Freehold Ground Rents secured upon Modern Houses

*Guide Price: £15,000 - £18,000 (+Fees)

FGR's 5 Brambling Walk (DY5 2QA), 8 Cowslip Walk (DY5 2QN) & 7 Fennel Road, Brierley Hill, West Midlands DY5 2PU

Property Description:

A Portfolio of Freehold Ground Rents, secured upon one detached and two semi detached houses of brick construction with pitched tile clad roofs, located in Brambling Walk, Cowslip Walk and Fennel Road which form part of an established housing estate located approximately one mile to the east of Stourbridge town centre.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 28th September 2065 (40 years unexpired), each paying a current Ground Rent of £30pa (5 Brambling Walk & 8 Cowslip Walk) & £36pa (7 Fennel Road).

Total Current Ground Rent Income:
£96 per annum.

Freehold Land Registry Title No.
WM189993

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

Viewings:
Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



8 Cowslip Walk



5 Brambling Walk



7 Fennel Road

LOT 50

Three Freehold Ground Rents secured upon Terraced Houses

*Guide Price: £16,000 - £19,000 (+Fees)

FGR's 30 Cheveley Avenue (B45 9RE), 21 Coppice Drive (B27 7NQ) & 12 Damar Croft, Birmingham, West Midlands B14 6PY

Property Description:

A Portfolio of Freehold Ground Rents, secured upon a mid terraced and two end terraced houses of brick construction with pitched tile clad roofs, located in Cheveley Avenue, Rednal, Coppice Drive, Acocks Green and Damar Croft, Kings Heath all forming part of established residential suburbs located to the south side of Birmingham City Centre.

Lease Information

Each property is subject to a long lease for a term of 99 years as follows:

30 Cheveley Avenue: Lease expiry date 25 March 2065 (Less than 40 years unexpired). Ground Rent £35pa.

21 Coppice Drive: Lease expiry date 23 June 2069 (Less than 44 years unexpired). Ground Rent £30pa.

12 Damar Croft: Lease expiry date 24 March 2066 (Less than 41 years unexpired). Ground Rent £35pa

Total Current Ground Rent Income:
£100 per annum.

Freehold Land Registry Title Nos.
30 Cheveley Avenue – WK172611
21 Coppice Drive – WK98232
12 Damar Croft – WK55147

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

Viewings:
Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



12 Damar Croft



21 Coppice Drive



30 Cheveley Avenue

LOT 51

Three Freehold Ground Rents secured upon Semi Detached Houses

*Guide Price: £22,000 - £26,000 (+Fees)

FGRs 3, 4, 6 & 9, Harrow Road, Kingswinford, West Midlands DY6 7SD

Property Description:

A Portfolio of Freehold Ground Rents, secured upon four modern houses comprising two detached and two semi detached houses of brick construction with pitched tile clad roofs, located in Harrow Road which forms part of an established residential estate located directly to the north of Stallings Lane (B4175) and approximately two mile to the south of Wombourne and three miles to the north of Stourbridge Town Centre.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 23rd June 2073 (less than 48 years unexpired), each paying a current Ground Rent of £50pa (Nos 3 & 4) and £45pa (Nos 6 & 9).

Total Current Ground Rent Income: £190 per annum.

Freehold Land Registry Title No.

WM1474287

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



3 Harrow Road



4 Harrow Road



9 Harrow Road



6 Harrow Road

LOT 52

Freehold Ground Rent secured upon End Terraced House

*Guide Price: £14,000 - £18,000 (+Fees)

FGR, 85 Masshouse Lane, Kings Norton, Birmingham, West Midlands B38 9AH

Property Description:

A Freehold Ground Rent, secured upon an end terraced house of brick construction with pitched tile clad roof, located in Masshouse Lane which leads directly off the junction with Redditch Road (A441) within ¼ mile from Kings Norton Green and approximately six miles to the south of Birmingham City Centre.

Lease Information

The property is subject to a long lease for a term of 99 years which expires on 25th March 2045 (less than 20 years unexpired), paying a current Ground Rent of £5 pa

Freehold Land Registry Title No.

Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



LOT 53

Three Freehold Ground Rents secured upon Terraced/Semi Detached Houses

*Guide Price: £20,000 - £24,000 (+Fees)

FGR's 34, 46 & 55, The Crest, West Heath, Birmingham, West Midlands B31 3QA

Property Description:

A Portfolio of Freehold Ground Rents, secured upon one terraced and two semi detached houses of brick construction with pitched tile clad roofs, located in The Crest, West Heath which forms part of an established residential estate and leads directly off Redditch Road (A441) and adjacent to open countryside.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 28th September 2062 (37 years unexpired), each paying a current Ground Rent of £28pa (No 34), £31pa (No 46) and £34pa (No 55)

Total Current Ground Rent Income: £93 per annum.

Freehold Land Registry Title No. WM217769

Legal Documents:

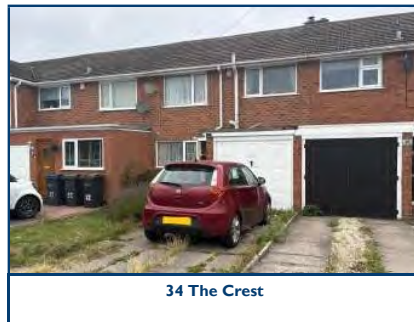
Available at www.cottons.co.uk

Viewings: Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



46 The Crest



34 The Crest



55 The Crest

LOT 54

Three Freehold Ground Rents secured upon Modern Terraced Houses

*Guide Price: £18,000 - £22,000 (+Fees)

FGR's 63, 86 & 88, Gibbs Hill Road, West Heath, Birmingham, West Midlands B31 3NY

Property Description:

A Portfolio of Freehold Ground Rents, secured upon three terraced houses of brick construction with pitched tile clad roofs, located in Gibbs Hill Road which leads via Tomlan Road and The Crest off Redhill Road, forming part of an established residential area situated approximately 1 mile to the south east of Longbridge Town Centre.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 25th September 2062 (37 years unexpired), each paying a current Ground Rent of £28pa.

Total Current Ground Rent Income: £84 per annum.

Freehold Land Registry Title No. WM217769

Legal Documents:

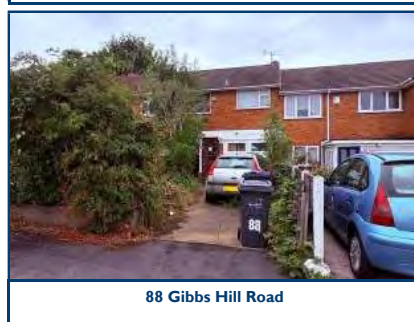
Available at www.cottons.co.uk

Viewings: Not Applicable.

The Buyers Administration Fee for this Lot will be £650 including VAT



63 Gibbs Hill Road



88 Gibbs Hill Road



86 Gibbs Hill Road

LOT 55

Five Freehold Ground Rents secured upon Semi Detached Houses

*Guide Price: £24,000 - £28,000 (+Fees)

FGRs 14, 36, 79, 89 & 110 Fairmile Road, Halesowen, West Midlands B63 3QJ

Property Description:

A Portfolio of Freehold Ground Rents, secured upon five semi detached houses of brick construction with pitched tile clad roofs, located in Fairmile Road forming part of an established residential area situated approximately 3/4 mile to the north of Halesowen Town Centre.

Freehold Land Registry Title No.

WM291873

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

Lease Information

Each property is subject to a long lease for a term of 99 years which expires on 23rd June 2068 (Less than 43 years unexpired), each paying a Ground Rent of £35pa.

The Buyers Administration Fee for this Lot will be £650 including VAT

Total Current Ground Rent Income:

£175 per annum.



79 Fairmile Road



89 Fairmile Road



110 Fairmile Road



36 Fairmile Road



14 Fairmile Road

LEGAL PACKS

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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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EPC's

Energy performance certificate (EPC) - Final energy certificate - 10/10/2024

Property type	Energy rating	Energy score
Office and Professional Services	D	44

Rules on letting this property

Energy rating and score

How this property compares to others

8 BAKE STREET

Energy performance certificate (EPC) - Final energy certificate - 10/10/2024

Property type	Energy rating	Energy score
Office and Professional Services	D	44

Rules on letting this property

Energy rating and score

How this property compares to others

12A ST. JOHN STREET

Find an energy certificate (EPC) - Final energy certificate - 10/10/2024

Energy performance certificate (EPC)

Property type	Energy rating	Energy score
Office and Professional Services	E	55

Rules on letting this property

Energy rating and score

TYSELEY IND EST

Energy performance certificate (EPC) - Final energy certificate - 10/10/2024

Property type	Energy rating	Energy score
Office and Professional Services	G	82

Rules on letting this property

Energy rating and score

17 LAUREL LANE

Energy performance certificate (EPC) - Final energy certificate - 10/10/2024

Property type	Energy rating	Energy score
Office and Professional Services	E	55

Rules on letting this property

Energy rating and score

How this property compares to others

33 THORNHILL ROAD

Energy performance certificate (EPC) - Final energy certificate - 10/10/2024

Property type	Energy rating	Energy score
Office and Professional Services	C	62

Rules on letting this property

Energy rating and score

How this property compares to others

67 OLD MEETING STREET

Energy performance certificate (EPC) - Final energy certificate - 10/10/2024

Property type	Energy rating	Energy score
Office and Professional Services	D	44

Rules on letting this property

Energy rating and score

How this property compares to others

79 VICTORIA ROAD

Energy performance certificate (EPC) - Final energy certificate - 10/10/2024

Property type	Energy rating	Energy score
Office and Professional Services	C	62

Rules on letting this property

Energy rating and score

101 102 THREE SHIRES OAK ROAD

Energy performance certificate (EPC) - Final energy certificate - 10/10/2024

Property type	Energy rating	Energy score
Office and Professional Services	C	62

Rules on letting this property

Energy rating and score

How this property compares to others

342 SOHO ROAD

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Sale Memorandum

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

We acknowledge receipt of the deposit

Date

Name and address of seller

Name and address of buyer

The lot

The price (excluding any VAT)

Deposit paid

Signed by the buyer

Signed by us as agent for the seller

The buyer's conveyancer is

Name

Address

Contact

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

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition G9.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our) The auctioneers.

Your (and your)

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

Auction conduct conditions

A1 Introduction

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

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be 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 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 represent the cheque, but should they do so (at their sole discretion) then the buyer will pay to the auctioneers a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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