

Cottons

CHARTERED SURVEYORS

AUCTION CATALOGUE

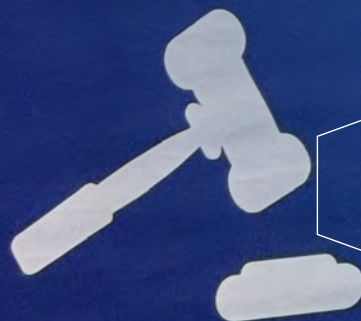
Wednesday **21 May** 2025: 1pm

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

2025



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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 53 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, Housing Associations, Solicitors, Joint Property Agents, Companies and Private Clients

Order of sale

LOT	ADDRESS	TENURE
1	11 Wills Avenue, West Bromwich, West Midlands B71 2QS	Freehold Vacant Residential
2	87 Milcote Road, Smethwick, West Midlands B67 5BG	Freehold Vacant Residential
3	63 Anderson Road, Erdington, Birmingham B23 6NL	Freehold Flat Conversion
4	10 Bloxwich Lane, Walsall WS2 7JU	Freehold Vacant Residential
5	136 Village Road, Aston, Birmingham B6 6RD	Freehold Residential Investment
6	76 Farm Road, Rowley Regis, West Midlands B65 8EU	Freehold Residential Investment
7	78 Lockwood Road, Northfield, Birmingham B31 1QD	Freehold Vacant Residential
8	1 Ellesmere Road, Birmingham B8 1NE	Freehold Vacant Residential
9	64 Three Shires Oak Road, Smethwick, West Midlands B67 5BU	Freehold Vacant Commercial
10	66 Three Shires Oak Road, Smethwick, West Midlands B67 5BU	Freehold Vacant Commercial and Flat
11	11 Farm Close, Codsall, Wolverhampton WV8 1JU	Freehold Residential Investment
12	Flat 5, 26 Horse Fair, Rugeley, Staffordshire WS15 2EL	Leasehold Residential Investment
13	Flat 10 The Old Court House, 3 Priory Street, Dudley DY1 1EP	Leasehold Vacant Residential
14	195 Nechells Park Road, Nechells, Birmingham B7 5SR	Freehold Vacant Residential
15	40 Markby Road, Winson Green, Birmingham B18 4PW	Freehold Residential Investment
16	Land R/o 36 Manor Farm Road, Greet, Birmingham B11 2HU	Freehold Land
17	85 Clarence Road, Four Oaks, Sutton Coldfield, West Midlands B74 4AT	Freehold Vacant Residential
18	38 Alexander Road, Acocks Green, Birmingham B27 6HE	Freehold Residential Investment
19	85 Ashley Street, Bilston, West Midlands WV14 7NW	Freehold Residential Investment
20	Land R/o 140 Yardley Wood Road, Birmingham B13 9JE	Freehold Land
21	13 Birchwood Crescent, Birmingham B12 8BN	Freehold Vacant Residential
22	5 Magna Close, Cheslyn Hay, Walsall WS6 7DB	Freehold Vacant Residential
23	299 Gillott Road, Birmingham B16 0RT	Freehold Residential Investment
24	1-5 Eldon Court, Eldon Street, Walsall WS1 2JP	Freehold Vacant Commercial
25	Marquis Court And Cottage Lane, Chase Town, Burntwood WS7 4XD	Freehold Residential Investment
26	393 Stratford Road, Shirley, Solihull, West Midlands B90 3BW	Freehold Commercial Investment
27	Garage 9, Thames Court, Manor Road, Sutton Coldfield B73 6EF	Leasehold Lock-Up Garage
28	8 Thorneycroft Road, Bilston, West Midlands WV14 8LT	Freehold Vacant Residential
29	31 Priory Street, Dudley, West Midlands DY1 1HA	Freehold Commercial Investment
30	181a Longford Road, Longford, Coventry CV6 6EE	Freehold Retail Unit and Flats
31	1 Wesley Road, Erdington, Birmingham B23 6TX	Freehold Vacant Residential
32	1 Orwell Close, Stourbridge, West Midlands DY8 3JS	Freehold Vacant Residential
33	19 Burntwood Road, Norton Canes, Cannock, Staffordshire WS11 9RE	Freehold Commercial & Residential Investment
34	9 Clifford Road, Smethwick, West Midlands B67 5HJ	Freehold Residential Investment
35	Land To The South Of Rugeley Road, Hazelslade WS12 0PG	Freehold Land & Stables
36	Land 427,429,431 & Land R/o 435 & 437 Cannock Road, Hednesford WS12 4AE	Freehold Development Land
37	Grange Farm, Ashflats Lane, Stafford ST18 9BP	Freehold Vacant Residential & Buildings
38	The Old Chapel, Station Road, Hugglescote, Coalville, Leics LE67 2GB	Freehold Development Land
39	22 Brompton Drive, Brierley Hill, West Midlands DY5 3NZ	Freehold Residential Investment
40	50 Beauchamp Road, Birmingham B13 0NP	Freehold Vacant Residential
41	72 Princess Street, Burntwood, Staffordshire WS7 1JN	Freehold Vacant Residential
42	Plot 5 Gardens Cottage Rokholt New Penkridge Rd, Cannock, Staffs WS11 1HN	Freehold Vacant Cottage with Potential
43	Plot 6 Goat Paddock At Rokholt New Penkridge Rd, Cannock, Staffs WS11 1HN	Freehold Building Plot
44	Fgrs 8, 21 & 42 Blagdon Road, Halesowen, West Midlands B63 3PT	Freehold Ground Rents
45	Fgrs 44, 49 & 53 Blagdon Road, Halesowen, West Midlands B63 3PT	Freehold Ground Rents
46	Fgrs 20 Appleby Close & 108 Dawberrylfields Rd, Kings Heath, Bham B14 6NZ	Freehold Ground Rents
47	Fgrs 10, 13, 21 & 27 Digby Road, Kingswinford, West Midlands DY6 7RP	Freehold Ground Rents
48	Fgrs 40,44, 50, 60 Fairmile Road, Halesowen, West Midlands B63 3QJ	Freehold Ground Rents
49	Fgrs 1, 3, 6, 25 & 27 Flanders Drive, Kingswinford, West Mids DY6 7RG	Freehold Ground Rents
50	Fgrs 4, 5 & 8 Jay Road, Kingswinford, West Midlands DY6 7RR	Freehold Ground Rents
51	Fgrs 1,12 &14 Paget Drive, Burntwood, Staffordshire WS7 1HP	Freehold Ground Rents
52	Fgrs 21, 23 &29 Stallings Lane, Kingswinford, West Midlands DY6 7HT	Freehold Ground Rents
53	Fgrs 39, 41 & 43 Stallings Lane, Kingswinford, West Midlands DY6 7HT	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, Mark Judd.

IMPORTANT NOTICE

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

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

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

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day as detailed above. This will enable us to 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 there full name, address and certified ID

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

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

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

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

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

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

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

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

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

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

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 **9 July 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:
13 June 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



**Thinking
of selling
your
property?**

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

**9 July
2025**

LOT 1

Freehold Vacant End Terraced House with Three Bedrooms

*Guide Price: £90,000 - £97,000 (+Fees)

11 Wills Avenue, West Bromwich, West Midlands B71 2QS

Property Description:

A traditional End Terraced House with two storey, part rendered brick construction surmounted by a pitched tile clad roof set back from the road behind a walled forecourt and requiring complete refurbishment and repair throughout.

The property forms part of a popular residential area and Wills Avenue leads directly of Jowett's Lane and the property is conveniently within two miles to the north of West Bromwich Town Centre and three miles from the M5 motorway (Junction 1).

Accommodation:

Ground Floor:

Porch, Reception Hall, Front Reception Room: 3.4m x 3.26m
Rear Reception Room: 3.48m x 3.33m,
Kitchen 2.13m x 1.78m
Veranda/Rear Entrance Hall with toilet.

First Floor:

Stairs and Landing, Bedroom One: 3.26m x 3.2m, Bedroom Two: 3.48m x 3.31m,
Bedroom Three: 2.28m x 1.98m, Bathroom: 2.69m x 1.8m having bath, wash basin and wc

Outside:

Front: Walled forecourt providing potential for off road parking and pedestrian side access.
Rear: Overgrown garden with brick store and a pre-fabricated concrete garage (5.76m x 3.13m) located to the rear accessed by a secure gated vehicular right of way.

Council Tax Band: B

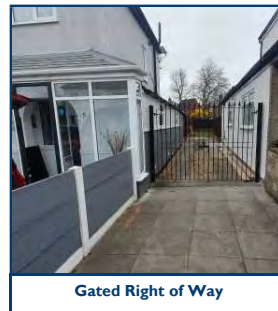
EPC Rating: Commissioned 27/03/2025

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



Gated Right of Way



LOT 2

Freehold Vacant Mid Terraced 3 Bedroom House Requiring Modernisation

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

87 Milcote Road, Bearwood, Smethwick, West Midlands B67 5BG

Property Description:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched tile clad roof situated behind a fore court and benefiting from three bedrooms. The property has undergone significant works to the roof, however requires complete repair and refurbishment.

The property forms part of the well-regarded and established residential Bearwood area within close proximity of Lightwoods Park and is conveniently situated approximately 260 metres from Bearwood Road Shopping centre providing a range of shops and amenities, 1.4 miles from Harborne High Street, 2 miles from Queen Elizabeth Hospital and 2.8 miles from Birmingham City Centre.

Accommodation:

Ground Floor

Hallway, Front Reception Room: 3.65m x 3.65m, Rear Reception Room: 3.76m x 3.76m,
Kitchen: 4.22m x 2.73m.

First Floor

Stairs and Landing, Bedroom One: 4.8m x 3.64m, Bedroom Two: 3.76m x 2.94m,
Bedroom Three: 2.75m x 2.47m max,
Bathroom with wash basin and WC.

Outside:

Front – Fore Court
Rear – Garden

Council Tax Band – B

EPC Rating - Commissioned 25/4/2025

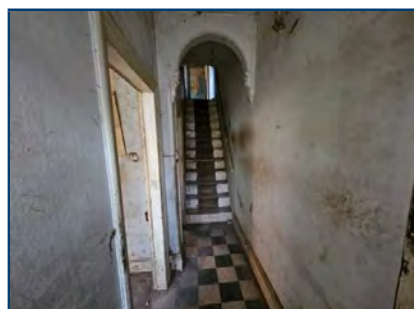
Legal Documents:

Available at www.cottons.co.uk

Viewings: Please refer to Viewing Schedule Online.

Important Notice

The property is in poor state of repair and all parties viewing do so entirely at their own risk and neither the Seller or the Auctioneers accept any liability for any injury or harm caused.



LOT 3

Freehold Flat Conversion - One Vacant Flat & One Flat subject to a Long Leasehold

*Guide Price: £60,000 - £66,000 (+Fees)

63 Anderson Road, Erdington, Birmingham, West Midlands B23 6NL

Property Description:

A three storey semi-detached property surmounted by a tiled roof and set back from the road behind a walled foregarden. The property has been converted to provide two self contained flats, one to the ground floor and one to the first and second floor. The ground floor flat is vacant and the first and second floor flat is subject to a long Leasehold interest for a term of 189 years from 19 June 1992. The ground floor flat requires modernisation and improvement. Anderson Road is located off both Short Heath Road and Court Lane and the property is within approximately 1/2 a miles distance from Erdington Railway Station and 3/4 of a miles distance from Erdington High Street.

Tenure: Freehold

Tenancy Information:

Ground Floor Flat: - Vacant

First and Second Floor Flat: - Subject to a long Leasehold interest for a term of 189 years from 19 June 1992.

Ground Rent: Refer to Legal Pack

Accommodation:

Ground Floor

Entrance Hallway, Lounge (3.59m x 3.13m),

Kitchen (2.45m x 3.14m), Bathroom (2.30m x 1.54m) with panelled bath, wash basin and WC, Bedroom 1 (4.06m x 3.88m) and Bedroom 2 (4.14m x 3.31m).

Outside:

Front: Walled foregarden

Rear: Private garden area

Council Tax Band – A

EPC Rating – Commissioned (Refer to Legal Pack)

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 4

Freehold Vacant End-Terrace House with Three Bedrooms

*Guide Price: £105,000 - £110,000 (+Fees)

10 Bloxwich Lane, Walsall, West Midlands WS2 7JU

Property Description:

A two storey end-terrace house, surmounted by a pitched tile clad roof, situated behind a fore garden, benefiting from uPVC double glazing and gas fired central heating, but requiring modernisation throughout. Bloxwich Lane is conveniently situated off Leamore Lane and approximately 1 mile from Bloxwich High Street with local shops and amenities, 1.4 miles from Junction 10 of the M6 and 1.9 miles from both Walsall Town Centre and Walsall Train Station.

Accommodation:

Ground Floor

Reception Room One: 4.97m x 3.04m, Reception Room Two: 4.35m x 4.00m, Kitchen: 3.92m x 1.52m, Rear Porch.

First Floor

Stairs and Landing, Bedroom One: 3.95m x 3.28m, Bedroom Two: 3.86m x 2.63m, Bedroom Three: 3.21m x 2.19m, Bathroom with bath, separate shower cubicle, wash basin and WC.

Outside:

Front – Garden.

Rear – Garden with double gated access providing off road parking.

Council Tax Band – A

EPC Rating - C

Legal Documents: Available at

www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online.

Important Note: Some floor boards are missing and all viewers must inspect with caution and entirely at their own risk.



LOT 5

Freehold Investment Three Bedroom Terraced House

*Guide Price: £132,000 - £142,000 (+Fees)

136 Village Road, Aston, Birmingham, West Midlands B6 6RD

Property Description:

An mid terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Village Road between the junctions of Charles Road and Serpentine Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £800 pcm (£9,600 per annum).

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (4.99x3.20m), Kitchen/Diner: (5.17x2.61m), Bathroom

with panelled bath having shower over, wash basin and WC: (1.90x2.55m), Stairs

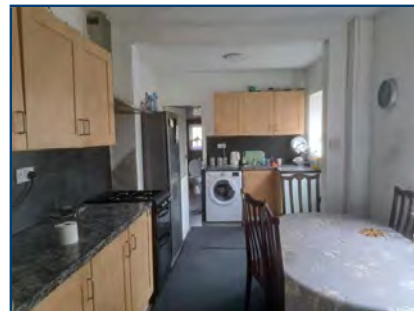
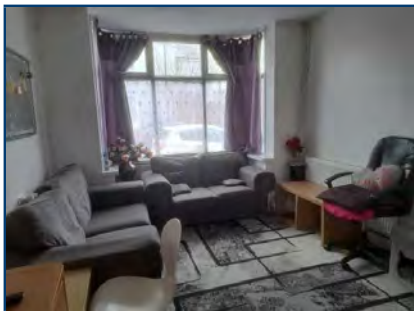
First Floor

Landing, Bedroom 1: (3.14x3.01m), Bedroom 2: (2.86x2.62m), Bedroom 3: (2.11x1.91m), Shower Room having shower cubicle, wash basin and WC: (1.93x1.47m)

Council Tax Band – A
EPC Rating – D

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

Viewings – Via Cottons – 0121 247 2233



LEGAL PACKS

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

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

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

Cottons
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Call our Auction Team today!

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LOT 6
Freehold Investment - Semi-Detached House with Three Bedrooms

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

76 Farm Road, Rowley Regis, West Midlands, B65 8EU

Property Description:

A Semi-Detached House of two-storey brick construction, surmounted by a hipped tile clad roof, set well back from the road behind a fore garden and driveway and offering well laid out accommodation, benefitting from mostly UPVC double glazed windows and gas fired central heating.

Farm Road forms part of an established residential area and leads via Fallowfield Road off Harvest Road which leads to Powke Lane and provides access to Blackheath town centre being within approximately 1 mile to the south-east.

Tenancy Information:

The property is currently let on an Assured Shorthold Tenancy at a rental of £540 pcm (£6,480 per annum). The tenant has been in occupation of the property since February 2010 maintaining the house in good clean order and has confirmed that they would like to remain at the property for the foreseeable future.

Accommodation:
Ground Floor:

Porch, Reception Hall, Lounge: 4.12m x 3.6m, Dining Room: 3.54m x 3.02m, Kitchen: 3.04 x 2.33m (Max) with Pantry, Side Entrance Hall: 7.15m x 2.27m including toilet with wc and store.

First Floor:

Stairs and Landing, Bedroom One: 2.6 x 2.55m, Bedroom Two: 3.62 x 3.36m, Bedroom Three 3.06 x 3.33, Bathroom: 1.94m x 1.65m with panel bath having shower over, wash basin and wc.

Outside:

Front: Paved driveway and fore garden

Rear: Concrete patio and large lawned garden

Council Tax Band: B

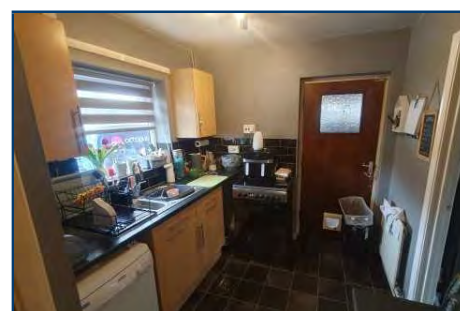
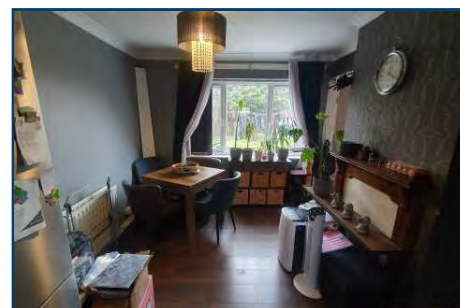
EPC Rating: C

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 7

Freehold Vacant Semi Detached House with Three Bedrooms

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

78 Lockwood Road, Northfield, Birmingham, West Midlands B31 1QD

Property Description:

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

Lockwood Road forms part of an established residential area, conveniently situated off Sir Herbert Austin Way (A38) and approximately 350 metres from Bristol Road South Shopping District with local shops and amenities, 0.7 miles from Northfield Train Station and 5.4 miles from Birmingham City Centre.

Accommodation:

Ground Floor

Entrance Hallway, Reception Room One:

3.8m x 3.31m, Reception Room Two: 3.64m x 3.32, Kitchen: 3.15m max x 1.75m.

First Floor

Stairs and Landing, Bedroom One: 3.93m x 3.07m, Bedroom Two: 3.64m x 3.31m, Bedroom Three: 2.26m x 2.04m, Bathroom with bath and shower over, wash basin and WC.

Outside

Front – Driveway, Side Garage: 7.68m x 1.96m minimum.

Rear – Garden.

Council Tax Band – B

EPC Rating – D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LOT 8

Freehold Vacant Three Bedroom End Terraced Property

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

1 Ellesmere Road, Birmingham, West Midlands B8 1NE

Property Description:

A three bedroom end-terraced property of brick construction surmounted by a tiled roof set back from the road behind walled foregarden. The property benefits from having UPVC double glazing, gas fired central heating, three reception rooms and three double bedrooms and family bathroom to the first floor. The property further benefits from having additional land situated to the rear of 3 Ellesmere Road. The property is situated on Ellesmere Road close to the junction with Alum Rock Road which in turn provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (4.47x3.53m), Rear Reception Room: (4.08x3.03m), Dining Room: (3.64x2.78m), Kitchen: (1.77x2.80m), Inner Lobby: (1.49x1.36m), WC: (1.50x1.27m), Stairs

First Floor

Landing, Bedroom 1: (3.70x4.80m), Bedroom 2: (4.08x2.98m), Bedroom 3: (3.45x2.80m), Family Bathroom: (2.07x1.77m) having panelled bath, wash basin and WC

Outside:

Front: Small walled foregarden

Rear and Side: Garden area extending to the rear of 3 Ellesmere Road

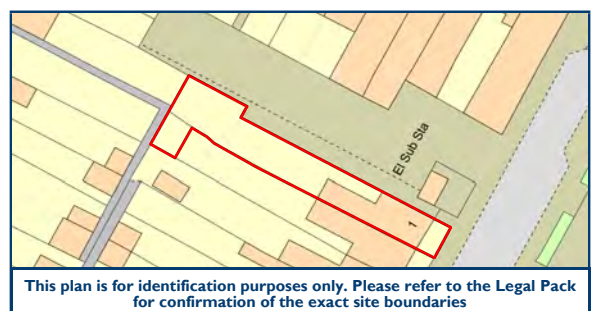
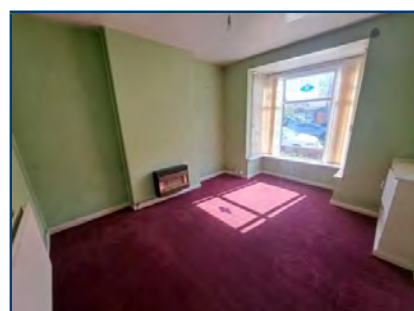
Council Tax Band – B

EPC Rating – C

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



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

LOT 9
Freehold Vacant Retail Shop with Potential

*Guide Price: £120,000 - £127,000 (+Fees)

64 Three Shires Oak Road, Bearwood, Smethwick, B67 5BU
Property Description:

A mid-terraced retail shop of two-storey traditional brick construction, surmounted by a pitched slate clad roof, set back from Three Shires Oak Road behind a paved forecourt. The property is being sold due to retirement and has been long established as part of a well known local garden centre, offering retail to the ground floor with storage to the first floor. The property requires complete refurbishment and modernisation throughout and may be suitable for conversion to residential use subject to obtaining planning consent.

The property forms part of a traditional and predominantly residential area, situated in a mixed parade of retail shops and houses, conveniently located within 100 metres from Bearwood High Street and benefitting from a high level of passing trade.

Accommodation:
Ground Floor

Retail Shop: 8.21m x 4.12m, Office and Kitchenette: 2.93m x 2.22m

First Floor:

Stair access, Room One (front): 4.72m x 3.76m, Room Two (middle): 4.72m x 4.41m, Room Three (rear): 2.91m x 2.31m

Outside:

Front: Paved forecourt, shared pedestrian right of way to:

Rear: Enclosed rear yard, separate garden with brick store.

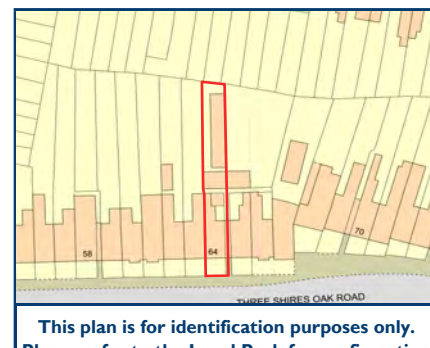
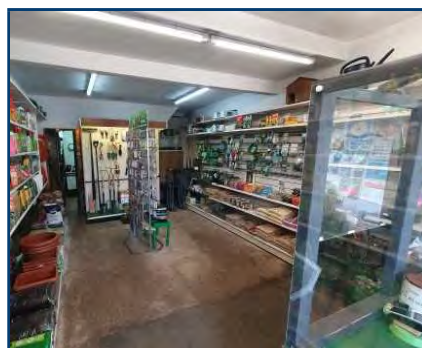
Note: The rear garden currently forms part of a larger space used for the purposes of a garden centre and the purchaser will be required to erect a six foot high garden fence to the boundary with No. 65 in accordance with the title plan and within 3 months from completion.

EPC Rating: D (89)

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

Viewings: Please see Viewing Schedule at www.cottons.co.uk

Completion: 56 days from exchange of contracts



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

--- 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 10

Freehold Vacant Retail Shop with Potential and Modernised Flat
*Guide Price: £130,000 - £140,000 (+Fees)

66 Three Shires Oak Road, Bearwood, Smethwick, B67 5BU

Property Description:

A traditional mid-terraced property of traditional brick construction, surmounted by a pitched slate clad roof set back behind a paved forecourt comprising of a ground floor retail shop currently used for storage and in need of refurbishment and modernisation throughout and may be suitable for conversion to residential use subject to obtaining planning consent. The first and second floors contain a well laid out flat, offered in a presentable and modern condition, benefitting from double glazed windows, modern kitchen and bathroom fittings and electric heating.

The property is being sold due to retirement and has been long established as part of a well known local garden centre and forms part of a traditional and predominantly residential area situated in a parade of retail shops and houses conveniently located within 100 metres from Bearwood High Street and benefitting from a high level of passing trade.

Accommodation:

Ground Floor (Retail Shop):

Shared Hallway, Front Room: 4.15m x 2.70m, Inner Hall: Middle Room: 4.13m x 3.50m, Rear Room: 3.2m x 2.32m, Rear Store: 2.32m x 1.96m

First Floor (Flat Accommodation):

Stairs and Landing with Store Cupboard, Dining Kitchen: 4.06m x 3.45m (max) with a range of modern units. Inner Hall, Cloakroom with wc and wash basin, Shower Room and glazed shower, wash basin and wc, Bedroom One: 4.1m (max)/3.5m (min) x 3.77m

Second Floor:

Stairs to Lounge/Studio Room: 5.82m x 4.02m extending into eaves (restricted head height)

Outside:

front: Paved forecourt, shared pedestrian right of way to: Rear: Enclosed yard with Outside Toilet, Separate garden.

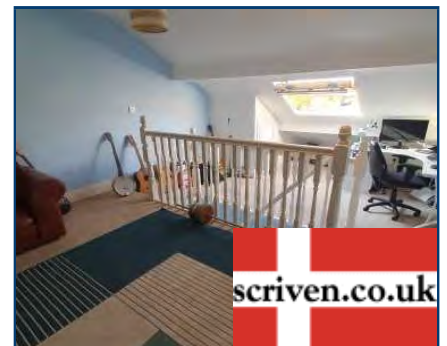
Council Tax Band: A

EPC Rating: Retail: C (63), Flat: E (49)

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

Viewings: Please see Viewing Schedule at www.cottons.co.uk

Completion: 56 days from exchange of contracts



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LOT 11
Freehold Investment - Semi Detached House with Three Bedrooms

*Guide Price: £140,000 - £147,000 (+Fees)

By Instructions of the Joint Administrators
11 Farm Close, Codsall, Wolverhampton, West Midlands WV8 1JU
Property Description:

A semi-detached house of two storey brick construction surmounted by a pitched tile clad roof, set back behind a foregarden and driveway, benefitting from UPVC double glazed windows, gas fired central heating and located in a cul-de-sac known as Farm Close, which leads via Wesley Road, off Duck Lane.

The property is located in the popular commuter village of Codsall conveniently located approximately 4 miles to the North West of Wolverhampton City Centre and 3 miles from the M54 Motorway (Junction 2).

The Administrators advise that the property is currently let holding over on an Assured Shorthold Tenancy which commenced on 17 January 2024 for an original term of 12 months at a rental of £925 p.c.m (£11,100 pa).

Accommodation:

Whilst the property has not been internally inspected by the Auctioneers it is understood to comprise of the following.

Ground Floor

Hallway, Kitchen, Lounge.


First Floor

Three Bedrooms and Bathroom.

Outside: Lawned foregarden and gravelled driveway. Pedestrian side access to rear garden.

Council Tax Band B

EPC Rating C

Legal Documents Available at
www.cottons.co.uk

Viewings Via Cottons - 0121 247 2233



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LOT 12

Leasehold Investment: Refurbished One Bedroom Second Floor Flat *Guide Price: £30,000 - £35,000 (+Fees)

By Instructions of the Joint Administrators

Flat 5, 26 Horse Fair, Rugeley, Staffordshire WS15 2EL

Property Description:

A presentable much improved one bedroom flat situated on the second floor of a traditional built three storey dwelling house which has been converted and substantially extended to the rear to provide a range of similar flats. The property benefits from double glazed windows, gas fired central heating and modern kitchen and bathroom fittings. The flat is approached from the front of the building from Horsefair or alternatively from the rear via a residents car park, which is accessed by way of a shared vehicular driveway. The property is located within the centre of Rugeley within a short walk of the town centre.

The property is currently let on an Assured Shorthold Tenancy agreement at a rental of £500 p.c.m (£6,000 per annum). The existing tenant has maintained the property in excellent condition and has indicated that they would like to remain for the foreseeable future.

Accommodation:

Ground Floor

Communal Front Entrance Hall and Reception Hall, providing access to rear car park, communal stairs.

First Floor: Private Entrance to flat with stairs to:

Second Floor

Lounge: 3.51m x 4.81m with Dining Area: 2.66m x 2.47m, Bathroom: L Shaped: 3.60m x 2.22m (maximum) with panelled bath, having shower over, pedestal wash basin and WC, Kitchen: 2.81m x 2.01m with range of modern fitted units, Bedroom: 3.23 x 2.62m.

Outside:

Front: Foregarden

Rear: Residents car parking.

Leasehold Information

Lease Term: 99 years from 1 January 1974

Ground Rent & Service Charge: Refer to Legal Documents

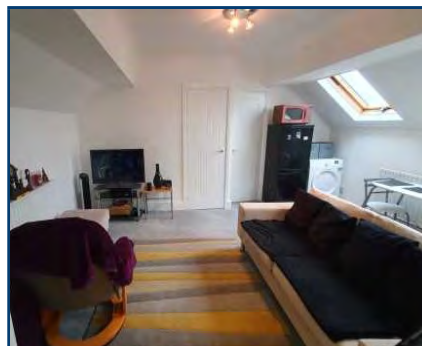
Council Tax Band A

EPC Rating D

Legal Documents

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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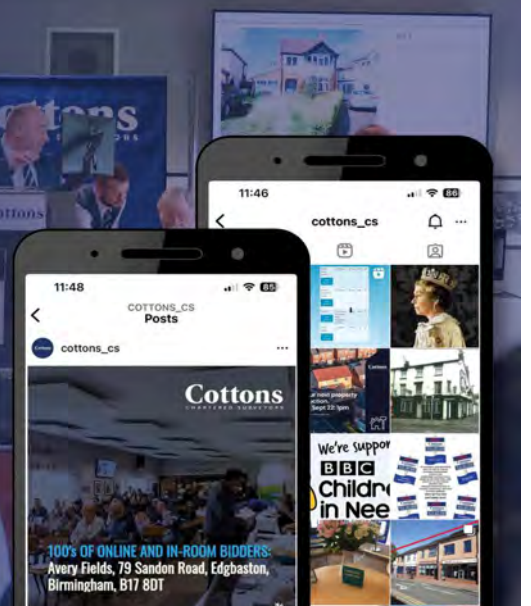
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LOT 13
Leasehold Vacant 2 Bedroom Apartment in Converted Period Building

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

By Instructions of the Joint Administrators
Flat 10, The Old Courthouse 3 Priory Street, Dudley, West Midlands, DY1 1EP

Property Description:

A modern two bedroom apartment situated across the first and second floors of a converted former court building and located within Dudley Town Centre, within walking distance of a wide range of retail and leisure amenities, bars and restaurants.

The Impressive Court House building retains much of its original character having a grand entrance and reception area with original stairs serving the accommodation. The property itself benefits from electric heating, well laid out accommodation including two bedrooms and a secure residents car parking area to the rear.

Accommodation:
Ground Floor

Grand Communal Entrance Hall and Reception, with door entry system and access to rear car park.

First Floor

Grand staircase and landing to Flat 10: Reception Hall, Open Plan Lounge/Kitchen: 5.76m x 3.24m having a range of fitted units incorporating oven, hob and integrated fridge and washing machine, Cloakroom with WC and wash basin,

Mezzanine Floor

Stairs and Landing and built in store housing services. Bedroom One: 3.24m x 3.13m.

Second Floor

Stairs and Landing, Bedroom Two: 4.35m x 3.25m, Shower Room: 2.25m x 1.14m with glazed shower enclosure, pedestal wash basin and WC.

Outside:

Secure rear car parking area.

Leasehold Information:

Term: 125 years from 1 January 2005

Ground Rent: Refer to Legal Pack

Service Charge: Refer To Legal Pack

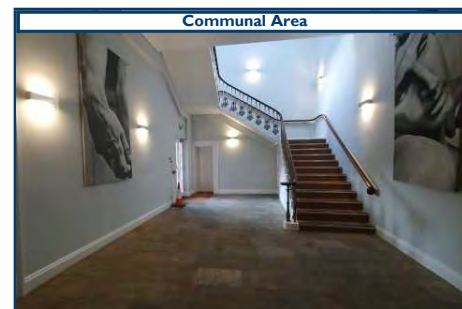
Council Tax Band C

EPC Rating D

Legal Documents

Available at www.cottons.co.uk

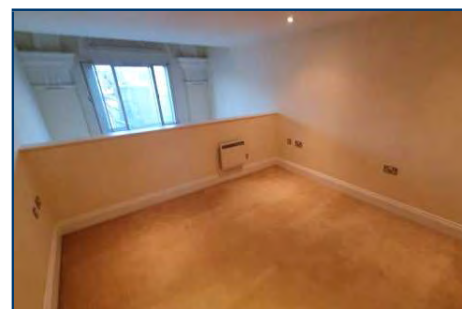
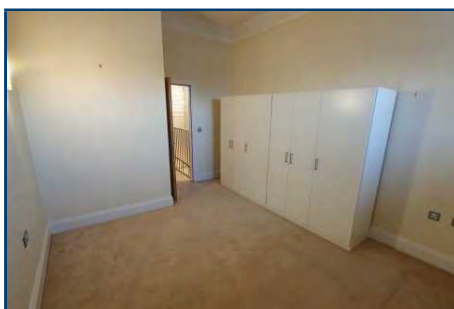
Viewings: Via Cottons - 0121 247 2233



Communal Area



Secure Parking Area



LOT 14

Freehold Vacant Terraced House with Three Bedrooms

*Guide Price: £120,000 - £125,000 (+Fees)

195 Nechells Park Road, Nechells, Birmingham, West Midlands B7 5SR

Property Description:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched tile clad roof situated behind a fore court, benefiting from uPVC double glazing and gas fired central heating and requiring some modernisation.

Nechells Park Road is conveniently situated approximately 750 metres from Aston Train Station, 0.9 miles from Alum Rock Road Shopping District with a range of shops and amenities, 1.6 miles from the proposed Birmingham Sports Quarter, and 2.5 miles from Birmingham City Centre.

Accommodation:

Ground Floor

Front Reception Room: 3.64m x 3.42m,

Rear Reception Room: 3.72m x 3.64m, Kitchen: 3.08m x 1.99m, Bathroom having bath with shower over, wash basin and WC.

First Floor

Stairs and Landing, Bedroom One: 3.64m x 3.42m, Bedroom Two: 3.74m x 3.64m, Interconnecting with Bedroom Three: 3.07m max x 2.01m.

Outside:

Front: Forecourt

Rear: Garden

Council Tax Band – A

EPC Rating – D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Please refer to Viewing Schedule Online.



LOT 15

Freehold Investment: End Terraced House (Rental £12,000 pa)

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

40 Markby Road, Winson Green, Birmingham, West Midlands B18 4PW

Property Description:

An end 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. Markby Road is located off both Bacchus Road and Winson Green Road (A4040). The property is currently let on an Assured Shorthold Tenancy producing a rental of £1,000 pcm (£12,000 per annum)

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (3.50x2.30m), Dining Room: (3.77x3.31m), Kitchen: (2.68x1.95m), Stairs

First Floor

Landing, Bedroom 1: (3.42x3.36m), Bedroom 2: (3.79x2.54m), Bathroom: (2.60x2.01m) having panelled bath with shower over, wash basin and WC

Outside:

Front: Walled foregarden

Rear: Garden

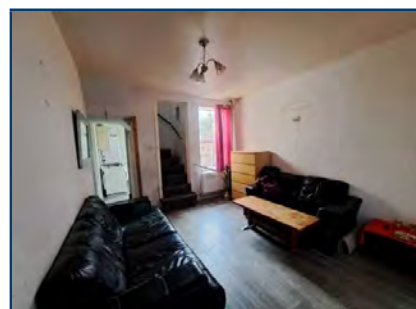
Council Tax Band – A

EPC Rating – D

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 16

Freehold Land

*Guide Price: £8,000 - £12,000 (+Fees)

Land R/O, 36 Manor Farm Road, Birmingham, West Midlands B11 2HU

Property Description:

A parcel of freehold land, rectangular in shape extending to an area of approximately 40sq.m (433 sq.ft.). The land is situated to the rear of 36 Manor Farm Road and accessed off Morcom Road.

The land is set back behind a brick built wall and may be suitable for a variety of uses, however all interested parties must satisfy themselves in full with any proposals they may have with Birmingham City Council prior to bidding.

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – External Only



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

LOT 17

Freehold Vacant Three Bedroom Semi-Detached House with Potential

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

85 Clarence Road, Four Oaks, Sutton Coldfield, West Midlands B74 4AT

Property Description:

A traditional semi-detached house of two-storey brick construction surmounted by a hipped tile clad roof occupying a large corner plot, set back from the road behind a lawned fore garden and paved driveway. The property provides well laid out accommodation benefitting from three bedrooms, requiring complete modernisation and repair throughout and providing scope for a side extension (subject to planning consent).

Clarence Road forms part of a popular and highly regarded residential area leading off Bellwell Lane, whereby the property is situated close to the junction with Orchard Grove and is conveniently located within approximately ¾ miles from Mere Green Centre, providing access to a wide range of retail amenities, bars and restaurants.

Accommodation:
Ground floor

Reception Hall with pantry cupboard, Front Reception Room: 4.25m x 3.67m (max), Rear Reception Room: 4.79m x 3.25m (max), Kitchen: 2.81m x 2.72m, Rear Hallway with Toilet, Store and Front Storeroom.

First Floor

Stairs and Landing, Bedroom One: 4.35m x 3.33m (max), Bedroom Two: 4.77m x 3.24m (max), Bedroom Three: 2.42m x 2.36m, Bathroom: 2.83m x 1.79m with bath and wash basin, Separate Toilet with wc.

Outside:

Front: Lawned fore garden, parking space and paved driveway leading to brick-built garage

Rear: Pedestrian side access to enclosed lawned garden

Council Tax Band – D

EPC Rating – Commissioned 27/03/2025

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



This plan is for identification only. Refer to the Legal Pack for the exact boundaries.

Harveys
 of MERE GREEN

LOT 18

Freehold Investment Opportunity - Three Self Contained Flats *Guide Price: £210,000 - £225,000 (+Fees)

By Instruction of The Fixed Charge Receivers

38 Alexander Road, Acocks Green, Birmingham, West Midlands, B27 6HE



Property Description:

A Traditional three-storey mid-terraced former dwelling house of part rendered brick construction, surmounted by a replacement tile clad roof and comprising a long established flat conversion containing three separate self-contained flats. The property benefits from mostly UPVC double glazed windows with each flat either having gas fired central heating or electric heating. Whilst having undergone some recent refurbishment, some internal repair and refurbishment is required, particularly to Flat 2 which has suffered ceiling damage to the Lounge..

Alexander Road forms part of an established residential area and leads off Yardley Road (B4146) and the property is conveniently located within approximately half a mile from Acocks Green shopping centre providing a wide range of retail amenities and less than a quarter of a mile from Acocks Green train station.

Rental Information

Flat 1: Currently let on an assured shorthold tenancy with a rental of £625 p.c.m. (£7,500 p.a.)
Flat 2: Vacant
Flat 3: Vacant

Accommodation:

Ground Floor: Communal Reception Hall
Flat 1: (not inspected recently), Entrance Hall, Lounge, Kitchen, Two Bedrooms, Bathroom with wc.

First Floor: Stairs and Landing,

Flat 2: Entrance Hall, Kitchen: 2.84m x 2.15m with range of units, Bathroom: 1.96m x 1.47m with bath only. Lounge: 4.22m x 3.55m, Inner Hall, Bedroom One: 3.93m x 2.25m, Bedroom Two: 3.65m x 2.92m.

Second Floor: Stairs and Landing,

Flat 3: Entrance Hall, Lounge: 3.82m x 2.73m opening to Kitchen: 3.23m x 2.13m with a range of modern units. Bedroom: 2.81m (min) x 2.44m, Shower Room: 3.25m x 1.25m with wash basin, wc.

Outside: Front: Walled fore garden. Rear: Garden

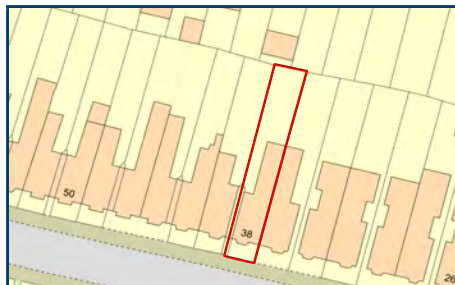
Council Tax Band: All Flats - A

EPC Rating: Flat 1 - D, Flat 2 - Commissioned, Flat 3 - D

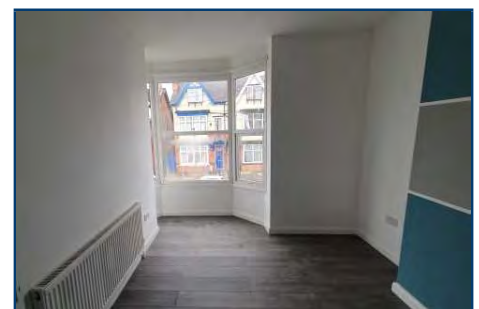
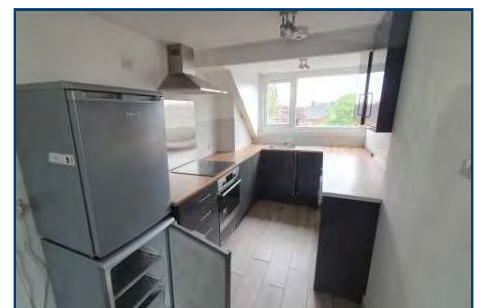
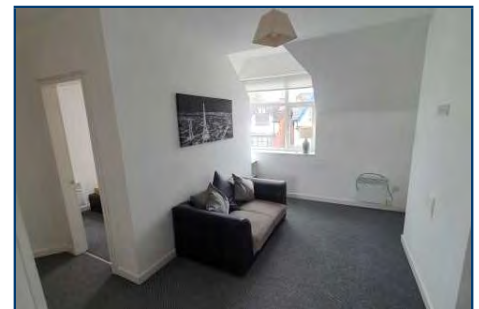
Legal Documents:

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 19
Freehold Investment - Three Bedroom Mid Terraced House

*Guide Price: £95,000 - £99,000 (+Fees)

85 Ashley Street, Bilston, West Midlands WV14 7NW
Property Description:

A traditional two storey mid-terraced house of brick construction surmounted by a pitched slate clad roof set back from the road behind a walled foregarden. The property benefits from gas fired central heating and majority UPVC double glazed windows and provides well laid out accommodation including three bedrooms.

Ashley Street leads directly off Mount Pleasant which in turn leads off Wellington Road (A41) and the property is conveniently within approximately one third of a mile from Bilston Town Centre and two and a half miles to the south of Wolverhampton City Centre.

The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £750 p.c.m (£9,000 per annum). The tenant has occupied the property for approximately five years.

Accommodation:

Ground Floor Lounge: (3.43 x 3.42m), Dining Room: 3.54 x 3.46m, Kitchen: 3.93 x 2.01m with a range of fitted units, Rear Entrance Hall, Bathroom: 1.94 x 1.83m with panelled bath, pedestal wash basin, WC.

First Floor Stairs and landing, Bedroom One: 3.57 x 3.47m, Bedroom Two: 3.51 x 2.61m, Bedroom Three: 2.52 x 1.98m

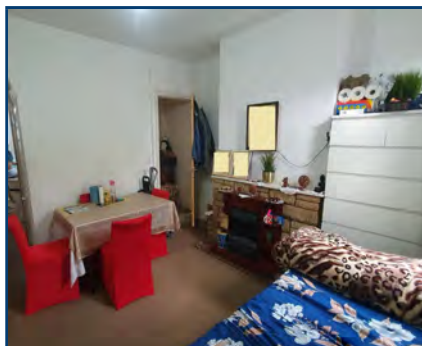
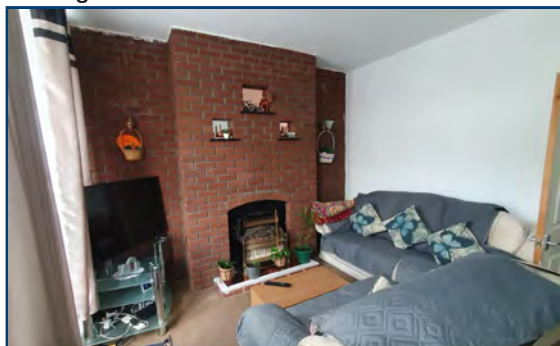
Outside:

Front: Walled foregarden, shared pedestrian entry access at the rear, paved yard and garden

Council Tax: A **EPC Rating:** E

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

Viewings: Via Cottons - 0121 247 2233



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LOT 20

Freehold Land

*Guide Price: £80,000 - £90,000 (+Fees)

Land Rear Of 140 Yardley Wood Road, Birmingham, West Midlands B13 9JE

Property Description:

A parcel of freehold land roughly square in shape extending to approximately 176 sq.m (1,903 sq.ft) directly fronting Woodlands Road. The land currently forms part of the rear garden of 140 Yardley Wood Road and is accessed off Woodlands Road.

The land may be suitable for a variety of uses however all interested parties must satisfy themselves in full with Birmingham City Council prior to bidding with any proposals they have.

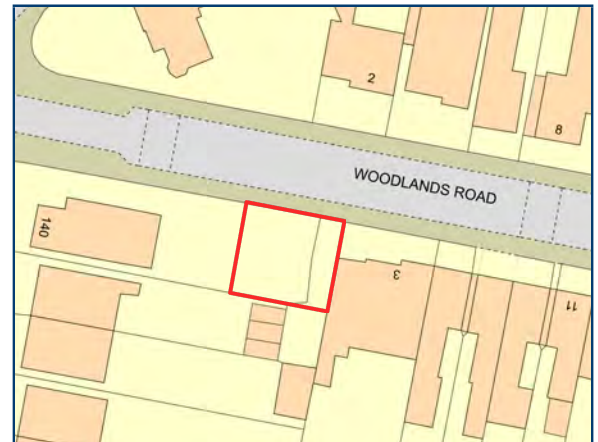
Woodlands road is located off both Yardley Wood road and Springfield Road, the latter being accessed off Stratford Road which provides a wide range of shops and amenities and being within half a mile's distance.

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



Access off Woodlands Road

LOT 21

Freehold Vacant Three Bedroom Extended Terrace House

*Guide Price: £170,000 - £190,000 (+Fees)

13 Birchwood Crescent, Birmingham, West Midlands B12 8BN

Property Description:

A three bedroom extended end terrace house of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having Upvc double glazing and gas fired central heating.

Birchwood Crescent is located off Dennis Road which in turn is found off Anderton Park Road. The property is approximately 1 mile in distance to the Stratford Road which provides a wide range of shops and amenities.

Accommodation:

Ground Floor:

Lounge (3.42m x 3.51m), Dining room (5.36m x 3.51m), Kitchen (2.69m x 3.42m), Inner Lobby, Shower Room (1.52m x 1.81m) having shower cubicle, wash basin and WC.

First Floor:

Bedroom 1 (3.42m x 3.50m), Bedroom 2 (3.45m x 2.59m), WC, Bedroom 3/Box Room (2.23 x 1.79m).

Outside:

Rear: Paved Garden

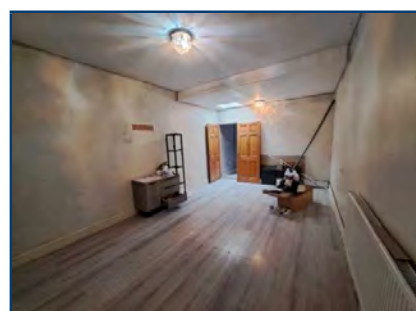
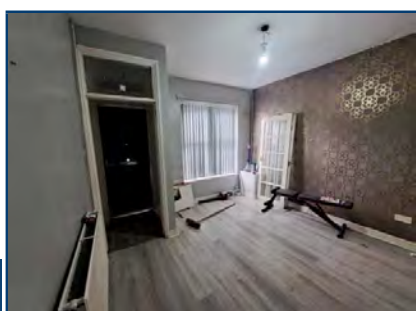
Council Tax Band – A
EPC Rating – D

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 22
Freehold Vacant Semi Detached Bungalow with Two Bedrooms

*Guide Price: £190,000 - £210,000 (+Fees)

5 Magna Close, Cheslyn Hay, Walsall, West Midlands, WS6 7DB

Property Description:

A semi detached bungalow of brick construction surmounted by a hipped interlocking tile clad roof set back behind a gravelled foregarden and providing well laid out accommodation benefitting from two double bedrooms, mostly UPVC double glazed windows, gas fired central heating and garage.

The property is situated in a cul-de-sac located off Glenthorne Drive and forms part of a well regarded residential village popular with commuters and within easy reach of facilities at the Village centre and conveniently located for the surrounding towns of Walsall and Cannock, together with the M6, M6 Toll and M54 Motorways.

Accommodation:
Ground Floor

Porch, Entrance Hall, Bedroom One: 3.05m x 2.90m, Bedroom Two: 3.20m x 4.90m, Shower Room: 2.38m x 2.08m having part tiled walls, shower cubicle, WC and wash hand basin, Lounge: 5.40m x 3.50m, Kitchen 2.60m x 4.50m having a range of fitted units.

Outside:

Front: Open gravelled forecourt with side driveway providing off road parking and leading to brick and felt built Garage: 5.30m x 2.30m with up and over door.

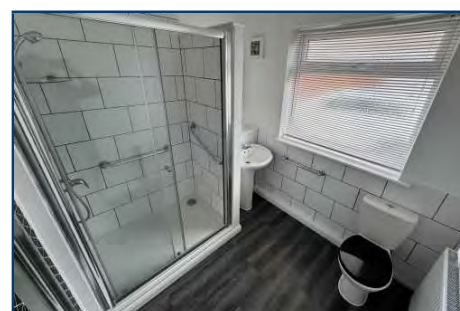
Rear: Enclosed garden, mainly hard landscaped.

Council Tax Band – C
EPC Rating – C (71)
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



LOT 23

Freehold Investment Opportunity - Four Self Contained Flats

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

Flats 1, 1A, 2 & 3, 299 Gillott Road, Edgbaston, Birmingham, Birmingham, B16 0RT



Property Description:

A long established flat conversion comprising of a substantial three-storey semi-detached former dwelling house converted into four self-contained flats, providing well laid out accommodation and benefitting from the majority UPVC double glazed windows, gas fired central heating (Flat 3 having electric heating) and separate meters.

The property requires some modernisation and refurbishment and is of brick construction with a pitched tile clad roof, forming part of an established residential area containing a wide range of private dwelling houses, flats and houses in multiple occupation. The property is situated between the junctions of Wheatshaf Road and Selwyn Road, conveniently within a short walk from Edgbaston Reservoir and within approximately 1 mile from Bearwood High Street and 2 miles to the West of Birmingham City Centre.

Tenancy Information

Flat One: Currently let on an Assured Shorthold Tenancy with a rental of £216 per calendar month. (£2,592 per annum).

Flat 1A: Vacant

Flat Two: Currently let on an Assured Shorthold Tenancy with a rental of £300 per calendar month. (£3,600 per annum).

Flat 3: Vacant.

Accommodation:

Ground Floor: Communal Entrance/Reception Hall

Flat 1:

Not Inspected.

Flat 1A:

Hallway with Cellar access, Inner Hall, Kitchen: 2.67m x 2.15m max, Bed/Living Room: 3.35m x 3.01m, Large Bathroom: 3.37m x 2.04m with bath, wash basin and wc, Veranda with stores.

First Floor:

Stairs and Landing

Flat 2:

Not Inspected.

Second Floor

Flat 3:

Stairs and Landing, Bathroom: 4.02m x 1.74m with panel bath, wash basin and wc, Lounge/Kitchen: 5.94m x 4.07m, Bedroom: 3.82m x 3.03m.

Outside

Front: paved forecourt with pedestrian side access to rear.

Rear: Yard and overgrown garden.

Council Tax Band Flats 1, 1A & 2 - A.

Flat 3 - Not Registered

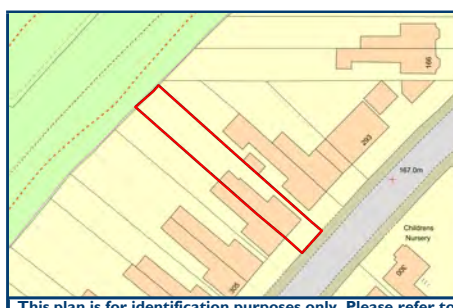
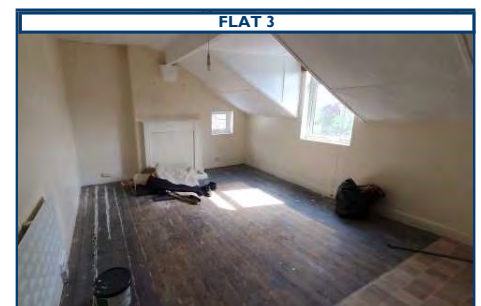
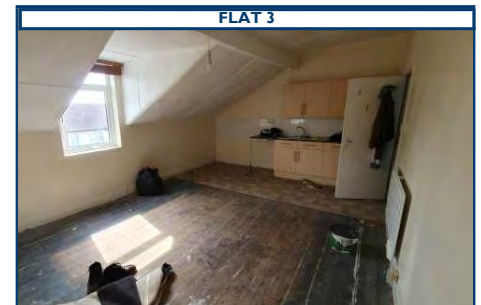
EPC Rating - Flat 3 - G, Flats 1, 1A & 2 - Commissioned

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 24

Freehold Vacant Office Development with Potential for Alternative Use

*Guide Price: £520,000 - £560,000 (+Fees)

1-5 Eldon Court Eldon Street, Walsall, West Midlands, WS1 2JP



Property Description:

An attractive Courtyard Development comprising of a horseshoe shaped complex of traditional two-storey buildings of brick construction surmounted by pitched slate clad roofs originally constructed as a Victorian workshop premises but having been converted in 1990 into a range of five separate office suites. The units are set within a secure gated courtyard providing 13 allocated car parking spaces and each unit benefits from well laid out accommodation, double glazed windows and separate gas and electricity meters. Units 1 and 5 are each self-contained and benefit from separate gas fired central heating and Units 2, 3 and 4 have the ability to be either occupied as separate units or combined together and benefit from a combined gas fired central heating system.

Eldon Court is located directly off Eldon Street forming part of a mixed industrial and residential area and located approximately half a mile to the south-east of Walsall Town Centre and two miles to the east of the M6 motorway (junction 9).

Planning:

The current use of the property as offices is duly established, however the accommodation may provide scope for alternative uses including residential conversion and all interested parties should discuss any proposals with the local planning department at Walsall Council prior to bidding.

Accommodation:

Unit 1:

Ground Floor: Reception Hall, Lobby with Kitchenette, Toilet with wc and wash basin, Office One.

First Floor: Stairs and Landing, 3 Offices.

Gross internal area: 96.88 sq m (1,042 sq ft)

Unit 2:

Ground Floor: Reception Hall, 2 Offices, Lobby with Kitchenette, Toilet with wc.

First Floor: 2 Offices.

Gross Internal Area: 107 sq m (1,154 sq ft)

Unit 3:

Ground Floor: Reception Hall, Toilet with wc and wash basin, Two Offices.

First Floor: Stairs and Landing, 2/3 Offices.

Gross Internal Area: 96.88 sq m (962 sq ft)

Unit 4:

Ground Floor: Reception Hall, with Kitchenette, Toilet with wc and wash basin, Large Open Plan Office.

First Floor: Stairs and landing, Large open plan office.

Gross Internal Area: 105 sq m (1,130 sq ft)

Unit 5:

Ground Floor: Reception Hall, built in cupboard with Kitchenette, Toilet with wc and wash basin, Large Open Plan Office.

First Floor: Stairs and Landing/Corridor, Office 1 with Toilet having wc and wash basin, Office 2 and 3.

Gross Internal Area: 116.86 sq m (1,257 sq ft)

Outside: Securely gated block paved Courtyard with 13 car parking spaces.

EPC Rating: Unit 1 - C (55), Unit 2, 3 & 4 - D (79), Unit 5 - C (61)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Please see Viewing Schedule at www.cottons.co.uk

Completion: 56 days from Exchange of Contracts.



LOT 25

19 Apartments & Communal Areas, Marquis Court, High Street & Cottage Lane, Burntwood, Staffordshire, WS7 4XZ & WS7 4XD



Property Description:

A freehold residential investment opportunity comprising a modern development of two unbroken blocks of apartments of part two storey and part three storey construction containing a total of 19 units with a residents car parking area located at the rear which is accessed from Cottage Lane.

The apartments provide well laid out accommodation benefitting from predominantly double glazed windows and electric heating and have provided a reliable investment and demand for rented accommodation within the area is has remained strong.

The development has frontage to both High Street and Cottage Lane and forms part of a predominantly residential area with some retail and commercial properties interspersed.

The property is located in Chase Town a village in the town of Burntwood in the Lichfield district of Staffordshire approximately 8.5 miles south east of Rugeley, 4.5 miles west of Lichfield and 15.2 miles north of Birmingham and is popular with commuters due to its close proximity to the City of Lichfield together with Trent Valley Railway Station offering regular train services to Birmingham and London.

Tenancy Information & Accommodation

All apartments are let on Assured Shorthold Tenancies and upon expiry continuing on Statutory Periodic Tenancies. All rents were recently reviewed effective from April 2025. Prospective purchasers should refer to the Schedule of Tenancies and Accommodation for full details of each apartment.

Note: Rents quoted for 54b, 54c, 58a and 58b Cottage Lane include a contribution towards utilities of £80 pcm, £60pcm, £75 pcm and £55 pcm respectively.

Total Current Rental Income £139,508 per annum

Council Tax Band – All Apartments are Band A

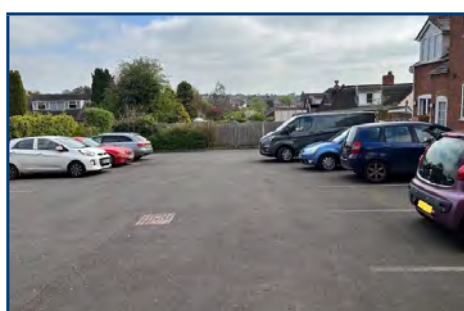
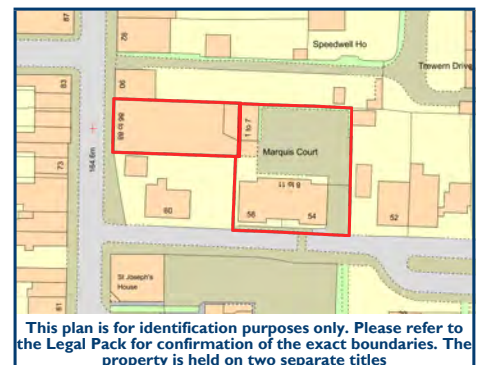
EPC Rating – All Apartments are rated C or D (see schedule on the auctioneers website).

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

Title Numbers: The property is held on 2 Land Registry Titles: SF451088 & SF475100

Completion Date: 56 Days from Exchange of Contracts

Viewings: Via Cottons - 0121 247 2233



Freehold Residential Investment - 19 Apartments & Car Parking - Rental Income £139,508 pa
 *Guide Price: £1,400,000 - £1,500,000 (+Fees)

SCHEDULE OF TENANCIES AND ACCOMMODATION

Address	Tenancy Start Date	Monthly Rent	Accommodation	Floor Area (GIA)
1 Marquis Court	AST dated 27.02.2025	£666.00	2 bedrooms	44.5m ²
2 Marquis Court	AST dated 22.06.2021	£545.00	2 bedrooms	33.35m ²
3 Marquis Court	AST dated 26.04.2016	£642.00	2 bedrooms	34.25m ²
4 Marquis Court	AST dated 10.06.2016	£659.00	2 bedrooms	43.75m ²
5 Marquis Court	AST dated 25.05.2016	£702.00	2 bedrooms	45m ²
6 Marquis Court	AST dated 28.02.2020	£605.00	2 bedrooms	45m ²
7 Marquis Court	AST dated 30.07.2021	£594.00	2 bedrooms	52.5m ²
8 Marquis Court	AST dated 09.05.2016	£618.00	2 bedrooms	39m
9 Marquis Court	AST dated 01.07.2019	£630.00	2 bedrooms	54m ²
10 Marquis Court	AST dated 09.04.2016	£622.00	2 bedrooms	44.5m ²
11 Marquis Court	AST dated 04.10.2021	£666.00	2 bedrooms	39m ²
54a Cottage Lane	AST dated 01.06.2022	£594.00	2 bedrooms	39m ²
54b Cottage Lane	AST dated 28.11.2019	£595.00	1 bedrooms	39m ²
54c Cottage Lane	AST dated 23.05.2022	£467.00	Studio	23.3m ²
56 Cottage Lane	AST dated 01.10.2019	£634.70	2 bedrooms	39m ²
58a Cottage Lane	AST dated 02.03.2019	£654.50	1 bedroom	39m ²
58b Cottage Lane	AST dated 12.11.2022	£478.50	1 bedroom	33.5m ²
86 High Street	AST dated 30.07.2022	£635.00	2 bedrooms	45m ²
88 High Street	AST dated 24.08.2021	£618.00	2 bedrooms	50.5m ²

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

LOT 26

Freehold Commercial Investment Property *Guide Price: £350,000 - £380,000 (+Fees)

393 Stratford Road, Shirley, Solihull, West Midlands B90 3BW

Property Description:

A two storey freehold premises of brick construction surmounted by a pitched tile clad roof comprising of a Licensed Indian restaurant trading as Shirley Spice to the ground floor.

The first floor is currently being used as ancillary accommodation and accessed by Stairs to the rear of the property and may have potential for residential development subject to statutory consents.

The property is situated on the Stratford Road and forms part of the busy and well regarded Shirley Shopping Centre which contains a wide range of retail amenities and services serving the surrounding predominantly residential catchment area.

Tenancy Information

The whole property is let to Shirley Spice who have been in occupation for in excess of 20 years the tenant is currently holding over at a current rental of £21,200 per annum.

Accommodation:

Ground Floor Restaurant area: 88 sq.mtrs (947 sq.ft), Kitchen: 19.7 sq.mtrs (212 sq.ft), Public male and female toilets.

First Floor Three rooms and toilet 45.5 sq.mtrs (489 sq.ft)

Outside: Open yard area accessed by way of a shared vehicular driveway

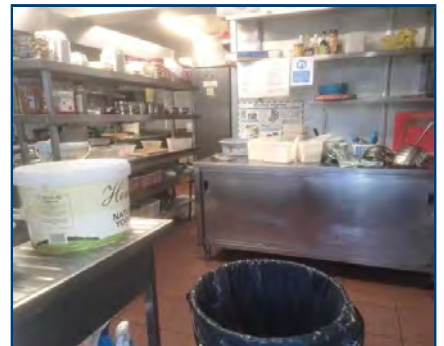
EPC Rating – Commissioned on 21st March 2025

Viewings: Via Cottons – 0121 247 2233

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



Rear Access to First Floor



LOT 27

Leasehold Vacant Lock-Up-Garage *Guide Price: £8,000 - £9,000 (+Fees)

Garage 9 Thames Court, Manor Road, Sutton Coldfield, Birmingham B73 6EF

Property Description:

A single lock-up garage of brick construction with flat roof having a modern up-and-over door, located in a garage yard adjacent to a flat development known as Thames Court. The garage is approached from a driveway leading off Manor Road and set behind a tarmac forecourt and is located centrally within the popular town of Sutton Coldfield circa. 200 metres from the Town Centre

Dimensions: Up and over door accessing Garage: (4.86x2.44m)

Leasehold Information:

Lease Term: 99 years from 25th March 1963

Ground Rent: Refer to legal pack

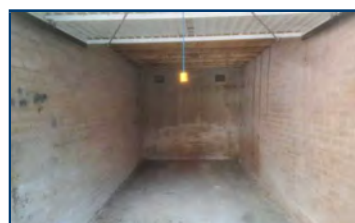
Council Tax Band – N/A

EPC Rating – N/A

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 28

Freehold Vacant Semi-Detached House

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

8 Thorneycroft Road, Bilston, West Midlands WV14 8LT

Property Description:

A semi-detached property of part rendered brick construction surmounted by a tiled roof situated in a substantial corner plot which may allow for extension/redevelopment works subject to obtaining the correct permissions. The property benefits from having double glazed windows, gas fired central heating and off road parking. The property is situated on Thorneycroft Road which in turn is found off both Castle View Road and Great Bridge Road.

Accommodation:

Ground Floor

Entrance Hallway: (2.07x1.79m), Lounge: (5.65x3.19m), Kitchen: (3.27x2.61m), Stairs

First Floor

Landing, Bedroom 1: (4.88x2.74m), Bedroom 2: (3.07x3.28m), 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

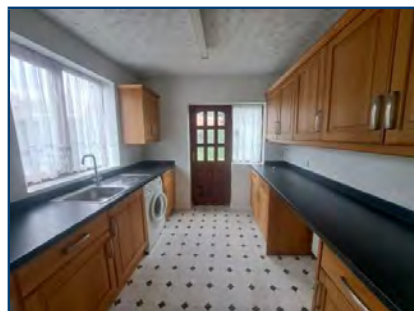
Council Tax Band – B

EPC Rating – E

Legal Documents – Available at

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LOT 29

Freehold Commercial Investment Property with Car Parking

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

31 Priory Street, Dudley, West Midlands, DY1 1HA



Property Description:

A detached three storey commercial premises of rendered brick construction surmounted by a pitched tile clad roof occupying a corner position at the junction of Priory Street and Courtyard Passage, close the junction of Wolverhampton Street and conveniently within less than quarter of a mile from the main shopping area in Dudley Town Centre.

The property provides well laid out accommodation over three floors and benefits from gas fired central heating and rear car parking.

Tenancy Information

The property is let trading as The What? Centre Limited on a lease for a term of six years from 1 March 2024 ending 28 February 2030 on full repairing and insuring terms at a current rental of £13,000 per annum with rent review due on 1 May 2027. The tenants have occupied the property since February 2018.

Accommodation:

Ground Floor:

Hallway with Cellar access, Reception Office (front), Waiting Room (rear), Consulting Room (rear), Toilet with wc and wash basin.
Net Internal Area: 48.8 sq m (526 sq ft)

First Floor:

Stairs and Landing, Three Consulting Rooms, Toilet with wc and wash basin.
Net internal Area: 42.2 sq m (454 sq ft)

Second Floor:

Stairs and Landing with store, Walk In Storeroom, Consulting Room (front), Staff Room/Kitchen, Consulting Room (rear), Toilet with wc and wash basin.
Net internal Area: 28.8 sq m (310 sq ft)

Total Net internal Area: 119.8 sq m (1,290 sq ft)

Outside:

Rear Car Parking Area

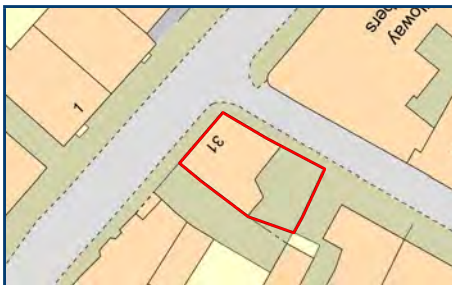
EPC Rating: E (I20)

Legal Documents:

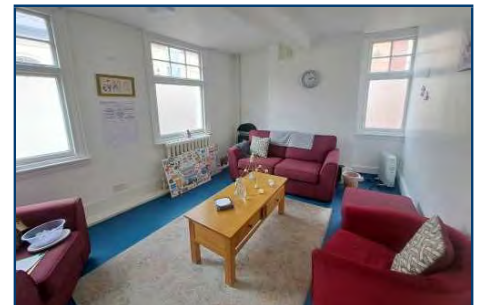
Available at www.cottons.co.uk

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 30
Freehold Convenience Store with Three Self Contained Flats

*Guide Price: £400,000 PLUS (+Fees)

By Instruction of the Joint LPA Receivers
181A Longford Road, Longford, Coventry, West Midlands, CV6 6EE

Property Description:

A substantial and imposing two storey property prominently fronting Longford Road, set back from behind a block paved forecourt and comprising convenience store with three self-contained flats over.

The property occupies a large site at the junction with Longford Square which includes a customer car park and rear service area but **excludes** the small take away premises attached to the side known as Emrans Cuisine.

The property is situated in a predominantly residential area interspersed with a wide range of commercial and retail premises fronting Longford Road (B4113) which provides access to Coventry City Centre being approximately 3 miles to the south and the M6 motorway (Junction 3) being within approximately 1 mile to the north.

Accommodation:

(Note: The property has not been inspected by the Auctioneers and details for the retail accommodation and all internal photos, are provided by the Receivers. The flat dimensions are obtained from the EPC register).

Ground Floor:

Retail Area: 180.27 sqm (1,940 sq ft), Office: 11.53 sq m (124 sq ft), Stores/Ancillary Accommodation: 82.41 sq m (887 sq ft)
 Total (NIA): 274.21 sq m (2,951 sq ft)

First Floor:

Flat One: 50 sq m (538 sq ft)
Flat Two: 50 sq m (538 sq ft)
Flat Three: 50 sq m (538 sq ft)

Outside:

Front: Block paved forecourt extending to side
Rear: Tarmacadammed car park located off Longford Square and rear service area.

Tenancy Information/Occupation:

The property is being sold by instruction of LPA Receivers on behalf of the mortgagees who under the terms of the mortgage have exercised their right to appoint a LPA Receiver to dispose of the property and recover their outstanding charge. The Receivers are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied, not can they provide any information of any tenancies which may or may not be in place. All interested parties should make their own enquiries prior to bidding.

Important Note:

No access arrangements will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis. Please note that where the accommodation has not been inspected, the auctioneers cannot warranty the information provided and all interested parties must satisfy themselves as to the exact property/accommodation that they are purchasing by referring to the title register and plan located in the legal pack and making their own enquiries.

Council Tax Band:

Flats 1, 2 & 3: Band A

EPC Rating:

Retail Shop: C, Flats 1, 2 & 3: C

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.



LOT 31

Freehold Vacant Three Bedroom End Terraced House *Guide Price: £160,000 - £170,000 (+Fees)

1 Wesley Road, Erdington, Birmingham, West Midlands B23 6TX

Property Description:

An end terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Wesley Road is located off Station Road and the property is within walking distance to Erdington Railway Station and within a quarter of a mile from Erdington High Street.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (3.73x3.48m), Dining Room: (3.73x3.64m), Kitchen: (3.28x2.69m), Rear Lobby, Bathroom having

panelled bath, wash basin and WC (2.44x2.16m), Stairs

First Floor

Landing, Bedroom 1: (3.75x4.66m), Bedroom 2 (3.77x2.72m), Bedroom 3: (3.54x2.75m)

Outside:

Front: Walled foregarden

Rear: Patio area and lawned garden

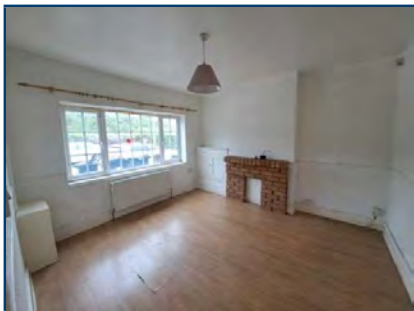
Council Tax Band – A

EPC Rating – D

Legal Documents – Available at

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Viewings – Via Cottons – 0121 247 2233



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LOT 32
Freehold Vacant Detached House with Potential Building Plot

*Guide Price: £350,000 - £400,000 (+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

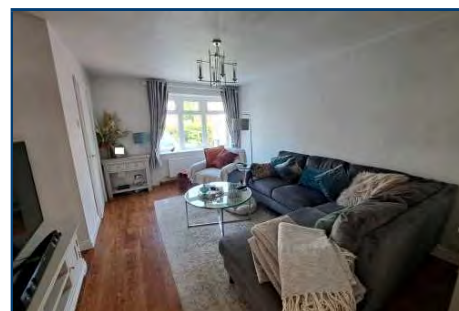
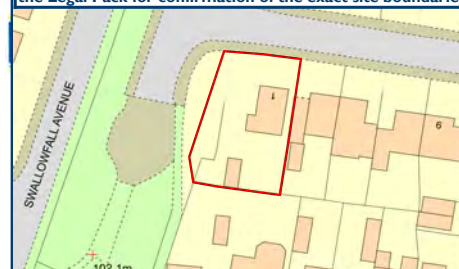
EPC Rating – E

Legal Documents – Available at

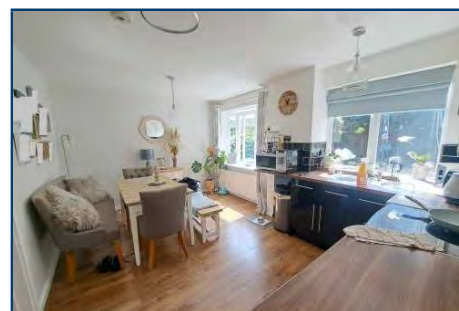
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Viewings – Via Cottons – 0121 247 2233

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 33

Freehold Mixed Residential/Commercial Investment Producing £15,780 pa
 *Guide Price: £140,000 - £160,000 (+Fees)

19 Burntwood Road, Norton Canes, Cannock, Staffordshire WS11 9RE

Property Description:

An investment opportunity comprising a detached mixed use building, originally built as a pair of semi-detached properties and now arranged as a ground floor retail unit with offices and external stores, along with a spacious two bedroomed flat occupying the first floor.

The property is located in the Village centre of Norton Canes within close proximity to Co-Op Supermarket and other traders. Norton Canes is a small former mining town which provides a range of retail and other facilities and is an established residential area popular with commuters due to its close proximity to the other larger centres of Cannock, Burntwood and the City of Lichfield and is conveniently located for ease of access to the M6, M6 Toll and A5 Trunk Road.

Tenancy Information

Ground floor: Currently let on a commercial basis at a rent of £8,280 pa. A new 3 year lease has been agreed to the occupiers at an increased rent of £9,000 pa. At the date of publication, the lease has not been completed and potential purchasers should confirm the status of the tenancy prior to bidding.

First Floor: The maisonette is let by an Assured Shorthold Tenancy for a period of 12 months from 1st April 2025 at a rent of £625 pcm (£7,500 pa)

Total Current Rent £15,780 per annum (£16,500 p.a. once the new commercial lease has been completed).

Accommodation:

Ground Floor (Retail):

Principal Retail Area: 13.68 sq.m. (147 sq.ft), Secondary Area/Workshop: 29sq.m (312 sq.ft), Offices/Circulation Area/WC: 20.14 sq.m (216 sq.ft), Store Room: 15.2 sq.m (163 sq.ft), Stores: 26.98 sq.m (290 sq.ft).

First Floor (Flat):

Independent access from the public footpath to Entrance Hall, Stairs & Landing, Lounge, Kitchen, Two Bedrooms and Bathroom. Gross Internal Area: 79 sq.m (850 sq.ft)



Outside:

Pedestrian and vehicular access over number 15 in favour of ground floor number 19 to parking space.

Council Tax Band (Flat): – A

EPC Rating – Retail: B, Flat: 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

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--- Legal Documents Online ---



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LOT 34
Freehold Investment – Mid Terraced House subject to a Regulated Tenancy

*Guide Price: £90,000 - £95,000 (+Fees)

9 Clifford Road, Bearwood, Smethwick, West Midlands B67 5HJ
Property Description:

A traditional mid-terraced house of two storey brick construction surmounted by a pitched tile clad roof situated behind a fore court and benefiting from two bedrooms.

Clifford Road forms part of an established and well regarded residential area and is conveniently situated approximately 300 metres from Bearwood Road Shopping Centre (A4030), with a range of shops and amenities, 1.4 miles south of Smethwick Rolfe Street Train Station, 3 miles west of Birmingham City Centre and 2 miles east of Junction 2 of the M5.

The property is subject to a Regulated Tenancy at a registered rent of £107 per week (£5,579.29 per annum) effective from 27th June 2023. An application to the rent officer has been made for re-registration of the current rent from 27th June 2025 and copy of the application is available within the legal documents.

Accommodation:
Ground Floor:

Hallway, Front Reception Room: 3.42m excluding bay x 2.83m, Rear Reception Room: 3.79m x 3.72m, Kitchen 3.59m x 1.85m, Rear Lobby, Bathroom with bath, wash basin and WC.

First Floor:

Stairs and Landing, Bedroom One 3.81m x 3.43m, Bedroom Two 3.77m x 2.87m.

Outside

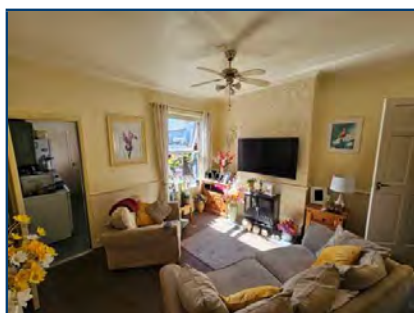
Front – Fore Court,
Rear – Garden

Council Tax Band – B
EPC Rating - F
Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only


LOT 35
Freehold Vacant Grazing Land With Stables (3.75 acres approx.)

*Guide Price: £40,000 - £50,000 (+Fees)

Land to the South of, Rugeley Road, Hazel Slade, Cannock, Staffordshire WS12 0PG
Property Description:

A freehold parcel of grazing land, rectangular in shape and extending to an area of approximately 3.75 acres (1.52 hectares) containing a brick built stable block with pitched tile clad roof. The land is slightly undulating and is accessed by a vehicular track which leads directly off Rugeley Road (opposite number 151 Rugeley Road) providing direct access to Rugeley being within 3 miles to the north-east and Cannock Chase an area of outstanding natural beauty. The land is situated within open countryside approximately 1 mile to the north-east of Hednesford and 3 miles north-east of Cannock Town Centre.

Planning:

The land is currently used for grazing land and may be suitable for a variety of alternative uses and all interested parties should contact the local planning department at Cannock Chase District Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External access only



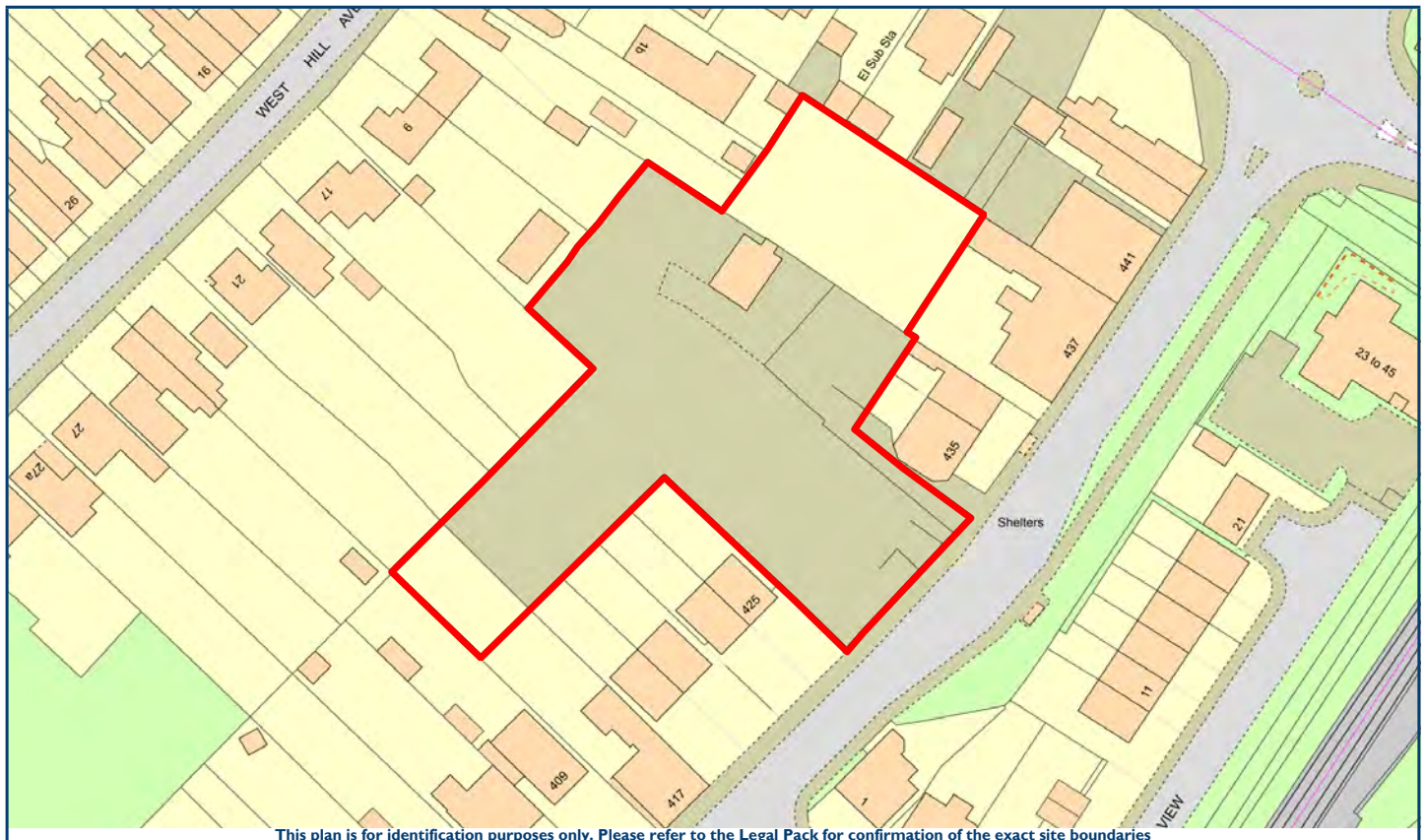
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.

LOT 36

Freehold Land (Planning for 25 Flats, Two Detached Houses & Additional Land)

*Guide Price: £840,000 - £860,000 (+Fees)

Residential Development site at 435 Cannock Road, Cannock, Staffordshire, WS12 4AE



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

Property Description:

An irregular shaped parcel of residential development land extending to an area of approximately 0.85 acres. The site is located in an established and predominantly residential area, being conveniently located within easy walking distance of Hednesford Town Centre, which provides a good range of leisure, retail, educational and transport facilities including a railway station. The land has Planning Permission granted for 25 flats, two detached houses and included in the sale which is not included within the Planning Permission is an additional area of land being Title No: SF532744.

Services: It is understood that all main services are located in Cannock Road, but prospective purchasers should satisfy themselves as to the cost and viability of connection.

Planning:

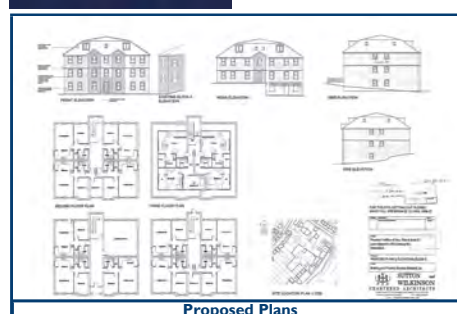
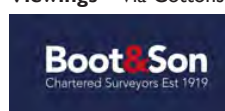
Planning Permission was granted by Cannock Chase District Council in September 2011 under Application No: CH/11/0150 and Cannock Chase District Council have confirmed by email that this Planning Permission has been implemented. Planning Permission provides for the erection of two blocks of flats, Block E comprising 10 one bedroom flats and 3 two bedroom flats. Block B comprises 8 two bedroom flats and 4 one bedroom flats. Permission has also been granted for the erection of two detached 1 1/2 storey three bedroom houses. The additional parcel of land included in the sale may allow for further beneficial development, but all prospective purchasers should make their own enquiries of the local planning authority in this respect.

Please Note:

Rights of Way: The Vendor is to retain a Right of Way over the area of land to be sold under Title No: SF456297 and the use of the car parking spaces at Station House until such time that the development is completed. Once completed, four car parking spaces are to be reserved on the new development for the exclusive use of the Vendor and his Successors in Title. The spaces concerned are shown edged red on the development plan (please see the Legal Pack). Furthermore, the Vendor is to retain a pedestrian right of way from the spaces to the rear of Station House and also a vehicular right of way to the spaces over the estate roads of the development.

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

Viewings – Via Cottons – 0121 247 2233



Proposed Plans

Site Access Of Cannock Road



Proposed Plans



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LOT 37

Grange Farm, Ashflats Lane, Stafford, Staffordshire ST18 9BP



Property Description:

A detached farmhouse of brick construction surmounted by a pitched tile clad roof, accessed by a private driveway off Ashflats Lane and benefiting from oil fired central heating, mostly double glazed windows and offering extensive accommodation arranged over two floors which includes 7 bedrooms. Outside there is a range of outbuildings constructed of either traditional brick and tile or timber/steel framed with corrugated roofs. The site extends to a total area of 1.48 acres or thereabouts and includes ample off road parking, yard, garden land and small orchard.

The farmhouse occupies a rural location on the western side of Ashflats Lane, conveniently located, approximately 3 miles south of the County town of Stafford, 15 miles north of Wolverhampton via the A449 and 3 miles from Junction 13 of the M6.

Accommodation:

Ground Floor

Combined Lounge and Dining Room: 4.2m x 3.6m and 2.9m x 2.07m with wood burner, Kitchen/Dining/Sitting Room: 5.0m x 3.9m and 5.7m x 5.2m being well fitted with a range of base cupboards, wall cupboards and work surfaces, Laundry Room: 2.6m x 2.1m, Shower Room: 0.9m x 2.5m with shower, WC and wash hand basin, Rear Hall, Sitting Room: 3.8m x 3.6m, Inner Lobby, Bedroom One: 3.5m x 2.4m, Bedroom Two: 2.8m x 4.05m with fitted wardrobes and Ensuite with WC and wash hand basin.

First Floor

Landing, Bedroom Three: 3.2m x 3.6m, Bedroom Four: 2.98m x 3.6m, Bedroom Five: 2.7m x 3.1m,

Family Bathroom: 1.84m x 3.87m having bath, shower cubicle, WC and wash hand basin, Bedroom Six: 3.66m x 2.33m, Bedroom Seven: 2.8m x 2.6m and 2.4m x 4.0m with Ensuite Shower Room.

Outside:

A long driveway, ample off road parking, garden land and small orchard and rear enclosed amenity area.

Building One: Two storey traditional building of brick and tile construction (former cow shed): 5.1m x 5.55m plus 5.2m x 5.6m.

Building Two: Single storey brick and tile building: 5.5m x 4.1m.

Building Three: Covered yard and open bay storage: 9.4m x 12.9m.

Building Four: Four bay open barn under a mono pitched roof: 5.5m x 12m (part of which is incorporated within the rear garden use)

Building Five: Detached building of steel frame construction with concrete infill panels and part sheeted walls and roof benefiting from mezzanine floor. 95m² GEA

Building Six: Detached Building of steel frame and sheeted construction having 3 roller shutter doors providing vehicular access 8.7m x 18m. (156m² GIA)

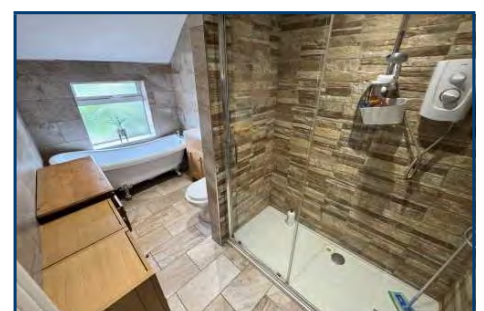
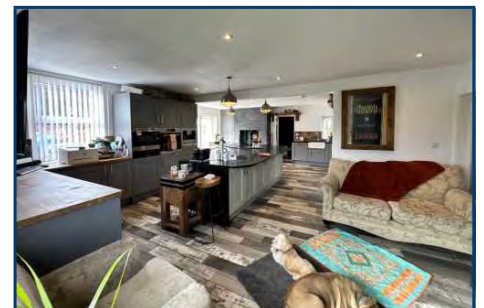
Council Tax Band – D

EPC Rating – Commissioned

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule online



Boot&Son
Chartered Surveyors Est 1919

Freehold Vacant 7 Bedroom Farmhouse with a Range of Outbuildings
*Guide Price: £640,000 - £660,000 (+Fees)



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



LOT 38

Freehold Development Site - Consent for 5 Apartments with Parking *Guide Price: £120,000 - £128,000 (+Fees)

The Old Chapel, Station Road, Hugglescote, Coalville, Leicestershire, LE67 2GB



Property Description:

A Freehold Residential Development site extending to an area of 0.11 acres (443 sq.m) situated fronting Station Road close to the junction with The Grn and benefitting from planning consent for the erection of five one-bedroom apartments with ancillary parking and grounds. The site was formerly occupied by a chapel which was most recently used as a warehouse known as IC Discounts and has now been demolished in readiness for redevelopment.

Hugglescote comprises of a popular commuting village located less than one mile to the south of Coalville and the site is conveniently located approximately three miles to the west of the M1 motorway (junction 22) and six miles east of the A42, providing commuting access to the cities of Leicester, Nottingham and Birmingham

Planning

Planning consent was granted by North West Leicestershire District Council (Reference: 23/00/999/FUL) dated 14 November 2024 for erection of a building to provide residential units including parking. Architects plans approved with the planning consent detailed an attractive development resembling the original chapel and containing five one bedroom apartments with two garaged parking spaces to the lower ground floor along with three spaces and grounds to external areas.

Proposed Accommodation:

Lower Ground Floor

Flat One: Private access with Lobby, Open Plan Living Room and Kitchen, Bedroom and Bathroom. Total Floor Area: 50 sqm.

Communal Entrance, Stairs and Landing to:

Upper Ground Floor

Flat Two: Lobby, Open Plan Living Room and Kitchen, Bedroom, Bathroom: Total Floor Area: 60 sqm

Flat Three: Lobby, Open Plan Living Room and Kitchen, Bedroom, Bathroom: Total Floor Area: 50 sqm

First Floor

Flat Four: Lobby, Open Plan Living Room and Kitchen, Bedroom, Bathroom: Total Floor Area: 60 sqm

Flat Five: Lobby, Open Plan Living Room and Kitchen, Bedroom, Bathroom: Total Floor Area: 50 sqm

A copy of the Planning consent and associated plans and documents are available for inspection from North West Leicestershire Council's website.

Services

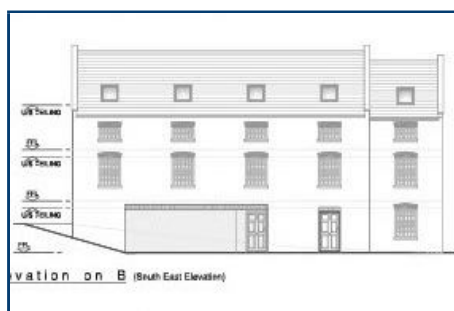
We are advised mains electricity, gas, water and sewage services are available on site and all interested parties should satisfy themselves in respect of this matter.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



LOT 39
Freehold Investment - Modern Semi Detached House with Two Bedrooms

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

22 Brompton Drive, Amblecote, Brierley Hill, West Midlands DY5 3NZ
Property Description:

A modern two storey semi-detached dwelling constructed circa. 1980s of brick wall construction surmounted by an interlocking concrete tile clad roof. The property benefits from uPVC double glazed windows and gas fired central heating. Brompton Drive forms part of the well regarded residential area of Amblecote, located on the borders of Stourbridge, conveniently situated approximately 1 mile from Stourbridge Town Train Station, 1.3 miles from Stourbridge Town Centre, 1.8 miles from Merry Hill Shopping Centre and 11.8 miles from Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy at a Rental of £600 p.c.m. (£7,200 per annum).

Accommodation:

Ground Floor: Hallway, Living Room, Kitchen.

First Floor: Stairs and Landing, Bedroom One (Double), Bedroom Two (Single), Bathroom with pedestal wash basin and WC.

Outside:

Front: Driveway

Rear: Garden

Council Tax Band – B

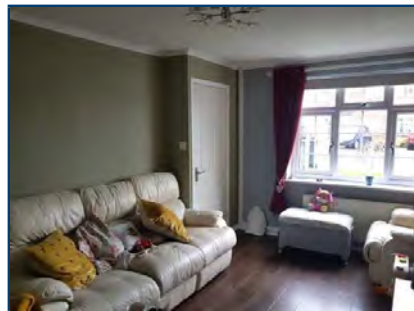
EPC Rating – C

Legal Documents:

Available at www.cottons.co.uk

Viewings: No internal viewings available.

Important Note: The property was last inspected by the auctioneers on 10/03/2021 and all photos were taken on this date.


LOT 40
Freehold Vacant Mid Terraced House With Three Bedrooms

*Guide Price: £140,000 - £147,000 (+Fees)

50 Beauchamp Road, Billesley, Birmingham, West Midlands B13 0NP
Property Description:

A mid-terraced two storey house surmounted by a pitched tile clad roof, set back from the road behind a gravelled forecourt.

The property provides well laid out accommodation benefitting from UPVC double glazed windows and external doors, gas fired central heating, three bedrooms, potential for off road car parking to forecourt and a large rear garden but requires refurbishment and modernisation throughout.

Beauchamp Road forms part of an established residential area and leads via Hallstead Road off Chinn Brook Road and the property is conveniently within approximately 1 mile from Kings Heath High Street and 2/3 of a mile from Yardley Wood Railway Station providing commuting access to Birmingham City Centre.

Accommodation:
Ground Floor:

Entrance Hall, Lounge: 4.31 x 3.66m, Kitchen: 2.83m x 2.76m, Conservatory, Lobby with store, Bathroom with bath having shower over, wash basin, wc.

First Floor:

Stairs and Landing, Bedroom One: 5.19 (max) x 3.32m,

Bedroom Two: 3.86m x 2.88m, Bedroom Three: 2.91m x 2.34m

Outside:

Front: Gravelled fore court, shared pedestrian access to rear large overgrown garden.

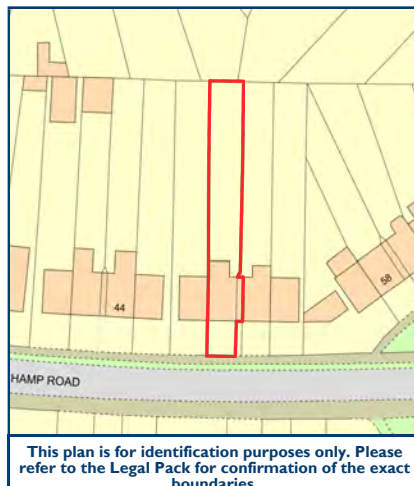
Council Tax Band: B

EPC Rating: Commissioned

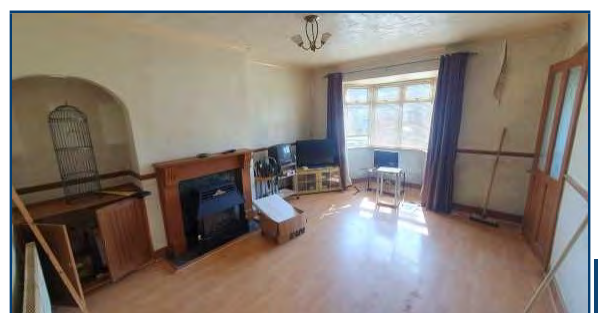
Legal Documents:

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 41

Freehold Vacant Much Improved Semi Detached House

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

72 Princess Street, Burntwood, Staffordshire, WS7 1JN



Property Description:

A traditional two-storey semi-detached house of brick construction, surmounted by a pitched tile clad roof offered for sale in a presentable and much improved condition, having been tastefully refurbished in 2019, including new UPVC double glazed windows, re-wiring, re-plastering, attractive range of kitchen and bathroom/shower room fittings, gas fired central heating with traditional radiators and new floor coverings.

The property provides well laid out accommodation and benefits from vehicular access to rear hard standing providing car parking for approximately 7 cars along with rear garden which contains a garden room and two stores.

Princess Street forms part of an established residential area and is situated directly between Cannock Road and School Lane in the popular commuter town of Burntwood conveniently located approximately 4 miles to the east of both Cannock Town Centre, which includes the McArthur Glen Retail Mall, the M6 Toll Motorway and approximately 2 miles south of Cannock Chase, being an area of Outstanding Natural Beauty which provides valuable amenity space.

Accommodation:

Ground Floor:

Front Room: 3.55m x 4.67m (max), Inner Hall with store, Dining Room: 3.6m x 3.59m opening to Kitchen: 3.54m x 2.31m with range of traditional style units, rear Entrance Hall with Lobby area, Shower Room: 2.27m x 1.47m with large shower enclosure, vanity wash basin and wc.

First Floor:

Stairs and Landing, Bedroom One: 4.52m x 3.55m with ensuite cloakroom having wc and wash basin, Bedroom 2: 3.6m x 2.65m, Bedroom 3/Box Room/Study: 3.34m x 1.34m, Bath/Shower Room: 2.72m x 2.25m with Victorian style bath, glazed shower enclosure, pedestal wash basin, bidet and wc

Outside:

Rear: Pedestrian side access to rear. Vehicular right of way to rear, having hard standing providing parking for up to 7 cars, garden with small lawn, paved yard, carport, sun room and two stores.

Council Tax Band: A

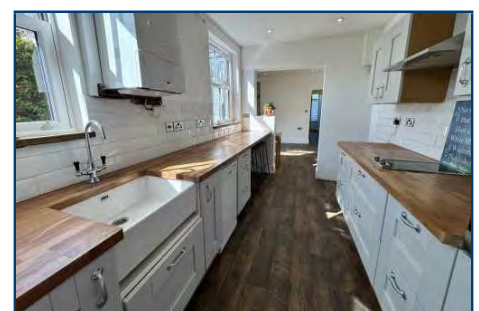
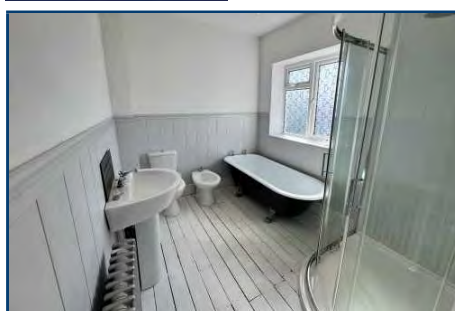
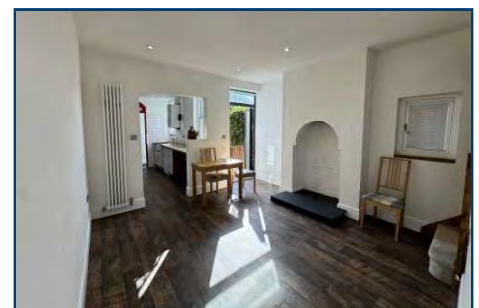
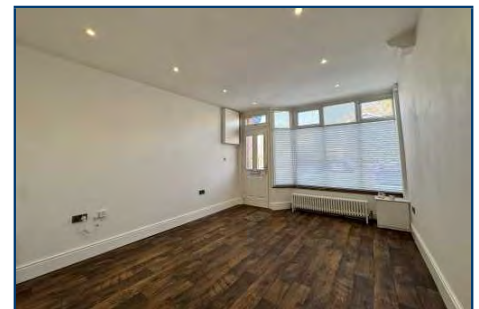
EPC Rating: C (71)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



LOT 42
Freehold Vacant Detached Cottage with Consent to Extend to 4/5 Bedrooms

*Guide Price: £275,000 to £325,000 (+Fees)

Garden Cottage (Plot 5), adj. Rokholt, 121 New Penkridge Road, Cannock, Staffs, WS11 1HN

Property Description:

An opportunity to purchase an attractive and traditional detached cottage of two storey brick construction in need of refurbishment and modernisation throughout and benefitting from redevelopment consent to substantially extend the accommodation to 4/5 bedrooms. The property is situated within the grounds of a prestigious and iconic period manor house known as Rokholt, located in a most sought after and desirable residential area, located half a mile to the west of Cannock Town Centre providing access to a wide range of retail amenities along with Cannock railway station which provides access to Birmingham.

Cannock provides a good range of educational, retail and transport facilities and the M6, M6 Toll and M54 motorways are within easy travelling distance and the plot is a few minutes walk from the Shoal Hill common district of Cannock Chase, which is an area designated of being of outstanding natural beauty.

Planning

Planning Permission was granted by Cannock Chase District Council on 17th January 2025 under application number CH/24/093 for the extension of the property.

Existing Accommodation

Ground Floor: Entrance Hall, Two Reception Rooms, Kitchen (unfitted).

First Floor: Stairs & Landing, Two Bedrooms and Shower Room (unfitted).

Proposed Accommodation

The planning permission provides for the extension of the property to provide:

Ground Floor: Entrance Hall with WC and wash hand basin, Living Room, Utility Room, Snug and Large Open Plan Kitchen/Dining/Living Room.

First floor: Stairs & Landing, Bedroom One with Ensuite Shower Room, Bedroom Two, Bedroom Three, Bedroom Four with Ensuite Facilities, Bedroom Five/Study.

Outside: Front and rear gardens, driveway and brick built garage. Vehicular and pedestrian access is from New Penkridge Road over the existing driveway to Rokholt.

Gross Internal Area (When Redeveloped): 206 sq.m (2,217 sq.ft) or thereabouts (taken from architects drawings)

Site Area: The plot extends to 0.317 acres (1,285 sq.m) or thereabouts

Please note that all dimensions have been scaled from architects drawings and have not been physically measured by the auctioneers.

Services: It is believed that all main services are available in New Penkridge Road, but prospective purchasers should satisfy themselves as to the cost and feasibility of connection.

Important Note: An application to satisfy conditions attached to the planning permission has been submitted, but it should be particularly noted that the purchaser will require a bat licence. The planning consent referred to (Ref: CH/24/093) relates to an overall consent for the development of the whole Rokholt site which includes a total of six separate dwellings of which the subject plot (Plot 5) is only one part of the scheme. All interested parties should inspect the full planning documents available on Cannock Chase District Council website and satisfy themselves in respect of all matters.

Council Tax Band – E

EPC Rating – Commissioned

Legal Documents: at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Boot&Son
 Chartered Surveyors Est 1919

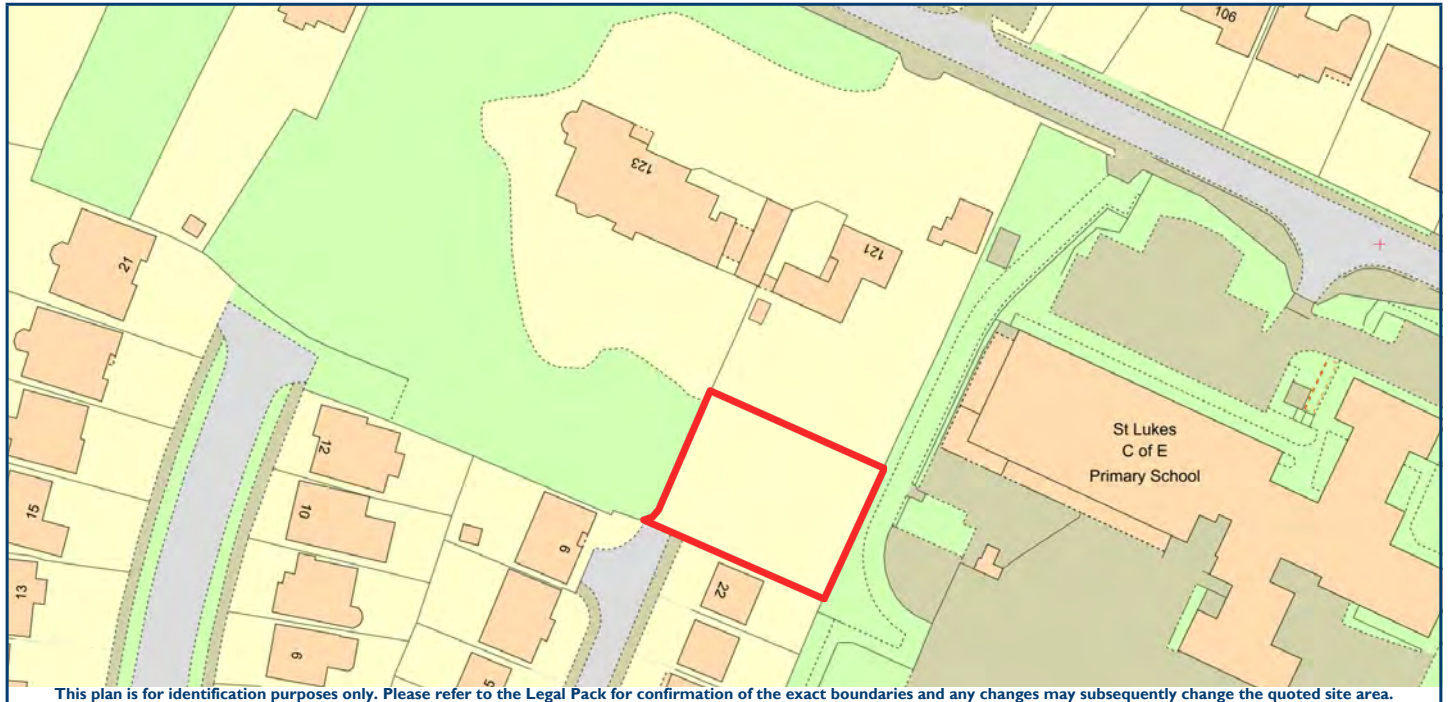
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



LOT 43

Freehold Building Plot - Consent for a Five Bedroomed Detached House. *Guide Price: £180,000 to £220,000 (+Fees)

The Goat Paddock (Plot 6), r/o Rokholt, 123 New Penkridge Road, Cannock, Staffs, WS11 1HN



Property Description:

A opportunity to purchase a superbly located building plot lying within the grounds of a prestigious and iconic period manor house known as Rokholt and situated in a most sought after and desirable residential area, located half a mile to the west of Cannock Town Centre providing access to a wide range of retail amenities along with Cannock railway station which provides regular services to Birmingham.

The plot is slightly sloping, roughly rectangular in shape which extends to an area of circa 0.192 acres (780 sq.m) and comprises of former garden land situated to the south of Rokholt and benefits from planning consent for erection of a five bedroom dwelling house with private driveway access leading directly from Rokholt Crescent.

Cannock provides a good range of educational, retail and transport facilities and the M6, M6 Toll and M54 motorways are within easy travelling distance and the plot is a few minutes walk from the Shoal Hill common district of Cannock Chase, which is an area designated of being of outstanding natural beauty.

Planning

Planning Permission was granted by Cannock Chase District Council on 17th January 2025 under application number CH/24/093 for the erection of a 1½ storey detached dwelling house to comprise:

Proposed Accommodation

Ground Floor: Entrance hall, Lounge, Kitchen and combined Dining Room, Bedroom Five, Bathroom, Study, Utility Room.

First Floor: Landing, Bedroom One with Ensuite Bathroom, Bedroom Two with Ensuite Bathroom, Bedroom Three with Ensuite Shower Room and Bedroom Four.

Outside: Garage, gardens and driveway. Vehicular access is to be provided from Rokholt Crescent.

Gross Internal Area: 256 sq.m (2755 sq.ft) or thereabouts (taken from architects drawings)

Site Area: The plot extends to 0.192 acres (780 sq.m) or thereabouts with a maximum depth of 32.5m and width of 24m.

Please note that all dimensions have been scaled from architects drawings and have not been physically measured by the auctioneers.

Services: It is believed that all main services are available in Rokholt Crescent, but prospective purchasers should satisfy themselves in this respect by investigation or otherwise and also as to the cost and feasibility of connection.

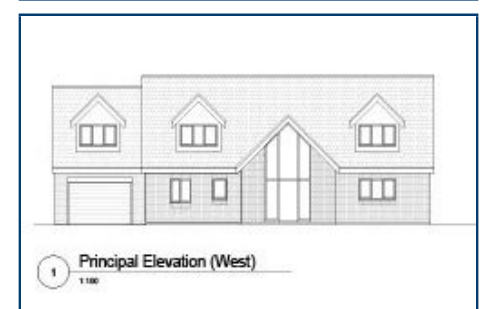
Important Note: The planning consent referred to (Ref: CH/24/093) relates to an overall consent for the development of the whole Rokholt site which includes a total of six separate dwellings of which the subject plot (Plot 6) is only one part of the scheme. All interested parties should inspect the full planning documents available on Cannock Chase District Council website and satisfy themselves in respect of all matters.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 44 A Portfolio of Freehold Ground Rents secured Three upon Semi Detached Houses

*Guide Price: £13,000 - £16,000 (+Fees)

FGRs, 8, 21 & 42 Blagdon Road, Halesowen, West Midlands B63 3PT

Property Description:

A Portfolio of three Freehold Ground Rents, secured on a semi detached house and two semi detached dormer bungalows of brick construction with pitched tile clad roofs, located in Blagdon Road which leads directly off Fairmile Road in 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 commenced on 23rd June 1969, expiring on 23rd June 2068 (approximately 43 years unexpired), each paying a current Ground Rent of £35 per annum.

Total Current Ground Rent Income:
£105 per annum.

Freehold Land Registry Title No.
WM291873

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

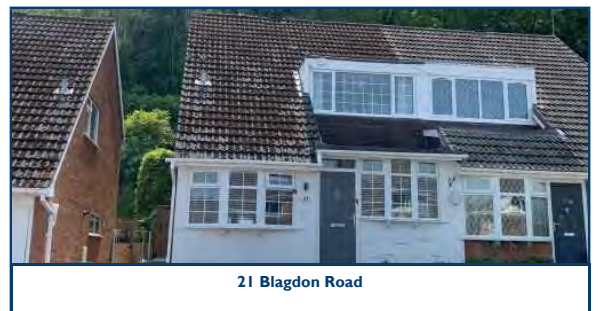
The Buyers Administration Fee for this Lot will be £650 including Vat



8 Blagdon Road



42 Blagdon Road



21 Blagdon Road

LOT 45 A Portfolio of Freehold Ground Rents secured upon Three Semi Detached Houses

*Guide Price: £13,000 - £16,000 (+Fees)

FGRs, 44, 49 & 53 Blagdon Road, Halesowen, West Midlands B63 3PT

Property Description:

A Portfolio of three Freehold Ground Rents, secured on semi detached dormer bungalows of brick construction with pitched tile clad roofs, located in Blagdon Road which leads directly off Fairmile Road in 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 commenced on 23rd June 1969, expiring on 23rd June 2068 (approximately 43 years unexpired), each paying a current Ground Rent of £35 per annum.

Total Current Ground Rent Income:
£105 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



53 Blagdon Road



44 Blagdon Road



49 Blagdon Road

LOT 46

A Portfolio of Freehold Ground Rents secured upon Two Modern Dwelling Houses

*Guide Price: £9,000 - £11,000 (+Fees)

FGRs, 20 Appleby Close (B14 6PA), & 108 Dawberry Fields, Kings Heath, B'ham, B14 6NZ

Property Description:

A Portfolio of two Freehold Ground Rents, secured on a semi detached house (20 Appleby Close) and a mid town house (108 Dawberry Fields) of brick construction with pitched tile clad roofs, located in an established residential area which leads off Brandwood Road and situated approximately one mile to the south of Kings Heath Town Centre.

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

Lease Information

Each property is subject to a long lease for a term of 99 years which commenced on 23rd June 1971, expiring on 23rd June 2070 (approximately 45 years unexpired), each paying a current Ground Rent of £40 per annum.

Total Current Ground Rent Income: £80 per annum.

Freehold Land Registry Title No.
WM6394

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.



20 Appleby Close



108 Dawberry Fields

LEGAL PACKS

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

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

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

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LOT 47

A Portfolio of Freehold Ground Rents secured upon Four Semi Detached Houses

*Guide Price: £16,000 - £20,000 (+Fees)

FGRs, 10, 13, 21 & 27 Digby Road, Kingswinford, West Midlands DY6 7RP

Property Description:

A Portfolio of four Freehold Ground Rents, secured upon modern semi detached houses of brick construction with pitched tile clad roofs, located in Digby Road which forms part of an established residential area which leads via Charterfield Drive off Stallings Lane (B4175) and is located 2 miles to the south of Wombourne and 4 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 commenced on 23rd June 1974, expiring on 23rd June 2073 (approximately 48 years unexpired), each paying a current Ground Rent of £45 per annum.

Total Current Ground Rent Income:
£180 per annum.

Freehold Land Registry Title No.
WM366709

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



10 Digby Road



21 Digby Road



13 Digby Road



27 Digby Road

LOT 48

A Portfolio of Freehold Ground Rents secured upon Four Semi Detached Houses

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

FGRs, 40, 44, 50, 60 Fairmile Road, Halesowen, West Midlands B63 3QJ

Property Description:

A Portfolio of Freehold Ground Rents, secured upon four semi detached dormer bungalows 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.

Lease Information

Each property is subject to a long lease for a term of 99 years which commenced on 23rd June 1969, expiring on 23rd June 2068 (approximately 43 years unexpired), each paying a current Ground Rent of £35 per annum.

Total Current Ground Rent Income:
£140 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



44 Fairmile Road



40 Fairmile Road



50 Fairmile Road



60 Fairmile Road

LOT 49

A Portfolio of Freehold Ground Rents secured upon Five Modern Town Houses

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

FGRs, 1, 3, 6, 25 & 27 Flanders Drive, Kingswinford, West Midlands DY6 7RG

Property Description:

A Portfolio of Freehold Ground Rents, secured upon five modern town houses of brick construction with pitched tile clad roofs, located in Flanders Drive which forms part of an established residential area and leads via Charterfield Drive off Stallings Lane (B4175) and is located 2 miles to the south of Wombourne and 4 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 commenced on 23rd June 1972, expiring on 23rd June 2071 (approximately 46 years unexpired), each paying a current Ground Rent of £40 per annum.

Total Current Ground Rent Income:
£200 per annum.

Freehold Land Registry Title No.
WM366709

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

Viewings:
Not Applicable.

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



1 Flanders Drive



25 Flanders Drive



27 Flanders Drive



6 Flanders Drive



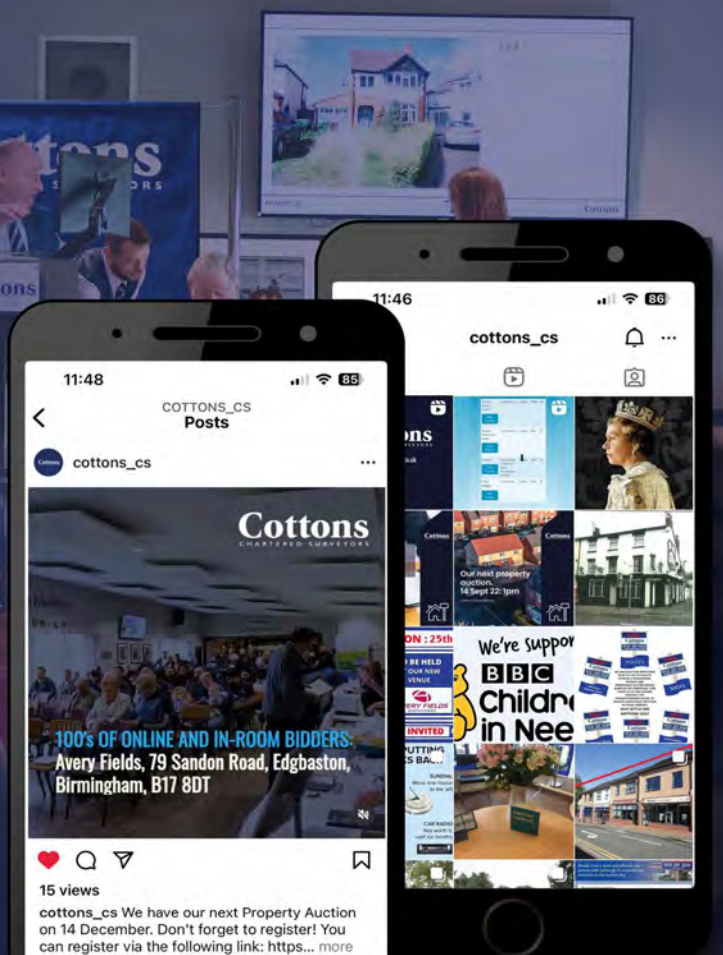
3 Flanders Drive

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LOT 50

A Portfolio of Three Freehold Ground Rents secured upon Semi Detached Houses

*Guide Price: £12,000 - £14,000 (+Fees)

FGRs, 4, 5 & 8 Jay Road, Kingswinford, West Midlands DY6 7RR

Property Description:

A Portfolio of three Freehold Ground Rents, secured on one detached and two semi detached houses of brick construction with pitched tile clad roofs, located in Jay Road which forms part of an established residential area and leads via Digby Road and Charterfield Drive off Stallings Lane (B4175) and is located 2 miles to the south of Wombourne and 4 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 commenced on 23rd June 1974, expiring on 23rd June 2073 (approximately 48 years unexpired), each paying a current Ground Rent of £45 per annum.

Total Current Ground Rent Income:
£135 per annum.

Freehold Land Registry Title No.
WM366709

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



4 Jay Road



8 Jay Road



5 Jay Road

LOT 51

A Portfolio of Freehold Ground Rents secured upon Three Detached Bungalows.

*Guide Price: £11,000 - £14,000 (+Fees)

FGRs, 1, 12 & 14 Paget Drive, Burntwood, Staffordshire WS7 1HP

Property Description:

A Portfolio of freehold ground rents, secured on three detached bungalows of brick construction with pitched tile clad roofs, located in Paget Drive which leads via Railway lane off High Street and forms part of an established residential estate in the popular commuter town of Burntwood conveniently located approximately 4 miles to the east of both Cannock Town Centre, which includes the McArthur Glen Retail Mall, the M6 Toll Motorway and approximately 2 miles south of Cannock Chase.

Lease Information

Each property is subject to a long lease for a term of 99 years. The lease for 1 Paget Drive commenced on 28th September 1979, expiring on 28th September 2078 (approximately 53 years unexpired) and leases 12 & 14 Paget Drive commenced on 28th August 1974, expiring on 28th August 2073 (approximately 48 years unexpired), each lessee paying a current Ground Rent of £42.50 per annum.

Total Current Ground Rent Income:
£127.50 per annum.

Freehold Land Registry Title No.
SF183131 & SF183132

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



1 Paget Drive



14 Paget Drive



12 Paget Drive

LOT 52

A Portfolio of Freehold Ground Rents secured upon Three Town Houses

*Guide Price: £10,000 - £14,000 (+Fees)

FGRs, 21, 23 & 29 Stallings Lane, Kingswinford, West Midlands DY6 7HT

Property Description:

A Portfolio of three Freehold Ground Rents, secured on modern town houses of brick construction with pitched tile clad roofs, located in Stallings Lane (B4175) which forms part of an established residential area located 2 miles to the south of Wombourne and 4 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 commenced on 23rd June 1974, expiring on 23rd June 2073 (approximately 48 years unexpired), each paying a current Ground Rent of £40 per annum.

Total Current Ground Rent Income:
£120 per annum.

Freehold Land Registry Title No.
WM366709

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



21 Stallings Lane



29 Stallings Lane



23 Stallings Lane

LOT 53

A Portfolio of Three Freehold Ground Rents secured upon Modern Town Houses

*Guide Price: £10,000 - £14,000 (+Fees)

FGRs, 39, 41 & 43 Stallings Lane, Kingswinford, West Midlands DY6 7HT

Property Description:

A Portfolio of three Freehold Ground Rents, secured on modern town houses of brick construction with pitched tile clad roofs, located in Stallings Lane (B4175) which forms part of an established residential area located 2 miles to the south of Wombourne and 4 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 commenced on 23rd June 1974, expiring on 23rd June 2073 (approximately 48 years unexpired), each paying a current Ground Rent of £40 per annum.

Total Current Ground Rent Income:
£120 per annum.

Freehold Land Registry Title No.
WM366709

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable.

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



39 Stallings Lane



41 Stallings Lane



43 Stallings Lane

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EPC's

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

Energy performance certificate (EPC)

Property type: **B** (Flat) | Address: **19 Burntwood Road** | Total floor area: **132 square metres**

Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is **B**. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others

Properties similar to this one could have ratings: **A+, A, B, C, D, E, F, G**

19 BURNTWOOD ROAD

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

Energy performance certificate (EPC)

Property type: **E** (Office and Workshop Buildings) | Address: **31 Priory Street** | Total floor area: **156 square metres**

Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is **E**. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others

Properties similar to this one could have ratings: **A+, A, B, C, D, E, F, G**

31 PRIORY STREET

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

Energy performance certificate (EPC)

Property type: **D** (Retail and Professional Services) | Address: **64 Three Shires Oak Road** | Total floor area: **83 square metres**

Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is **D**. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others

Properties similar to this one could have ratings: **A+, A, B, C, D, E, F, G**

64 THREE SHIRES OAK ROAD

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

Energy performance certificate (EPC)

Property type: **C** (Retail and Professional Services) | Address: **66 Three Shires Oak Road** | Total floor area: **38 square metres**

Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is **C**. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others

Properties similar to this one could have ratings: **A+, A, B, C, D, E, F, G**

66 THREE SHIRES OAK ROAD

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

Energy performance certificate (EPC)

Property type: **C** (Retail and Professional Services) | Address: **181 Longford Road** | Total floor area: **202 square metres**

Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is **C**. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others

Properties similar to this one could have ratings: **A+, A, B, C, D, E, F, G**

181 LONGFORD ROAD

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

Energy performance certificate (EPC)

Property type: **D** (Office and Workshop Buildings) | Address: **3 Eldon Street** | Total floor area: **308 square metres**

Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is **D**. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others

Properties similar to this one could have ratings: **A+, A, B, C, D, E, F, G**

3 ELDON STREET

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

Energy performance certificate (EPC)

Property type: **C** (Office and Workshop Buildings) | Address: **Unit 1 Eldon Court** | Total floor area: **85 square metres**

Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is **C**. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others

Properties similar to this one could have ratings: **A+, A, B, C, D, E, F, G**

UNIT 1 ELDON COURT

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

Energy performance certificate (EPC)

Property type: **C** (Office and Workshop Buildings) | Address: **Unit 5 Eldon Court** | Total floor area: **113 square metres**

Rules on letting this property

Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is **C**. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others

Properties similar to this one could have ratings: **A+, A, B, C, D, E, F, G**

UNIT 5 ELDON COURT

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: **13.5.25**

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

393 STRATFORD 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 bona fides of the seller and that he is the beneficial owner but we give no warranty.

LEGAL PACKS

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