

A stylized '100' in a vibrant pink-to-purple gradient, with a '.TH' to its right. The numbers are bold and modern, with thin lines extending from the top and bottom of the '1' and '0's.

— ANNIVERSARY —
CENTENARY YEAR 2024
COTTONS

Cottons
CHARTERED SURVEYORS

AUCTION CATALOGUE

Wednesday 10 July 2024: 1pm



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

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.
9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.
10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
11. **If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.**
12. The Auctioneers reserve the right to photograph successful bidders for security purposes.
13. The successful bidder will be required to pay an Administration Fee of £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/ 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 51 Lots

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

Order of sale

LOT	ADDRESS	TENURE
1	228 Walstead Road, Walsall WS5 4DP	Freehold Vacant Residential
2	Plots 1 & 2, Taylors Meadow, Lincomb Lane, Stourport-on-severn DY13 9RB	Freehold Vacant Land
3	34 Swan Copse, Yardley, Birmingham B25 8LR	Leasehold Residential Investment
4	52 Lodge Road, Redditch, Worcestershire B98 7BP	Freehold Vacant Residential
5	119-120 Glover Street, Bordesley, Birmingham B9 4EY	Leasehold Industrial Investment
6	40 Highgate Road, Walsall, West Midlands WS1 3JH	Freehold Vacant Residential
7	26 Horsebrook Lane, Brewwood, Stafford ST19 9EF	Freehold Vacant Residential
8	27 Old Oscott Lane, Great Barr, Birmingham B44 8TR	Freehold Residential Investment
9	Flat 18 Market Square, Wolverhampton WV3 0NL	Leasehold Residential Investment
10	Land At Sugar Loaf Lane, Iverley, Kidderminster, Worcestershire DY10 3PA	Freehold Land
11	30-32 Selborne Road, Handsworth Wood, Birmingham B20 2DW	Freehold Residential Investment
12	36-40 High Street, Sedgley, Dudley, West Midlands DY3 1RN	Freehold Mixed Use Investment
13	Flats 32-36b Tudor Court, Tipton, West Midlands DY4 8UU	Freehold Residential Investment
14	11 Carlyle Road, Edgbaston, Birmingham B16 9BH	Freehold Residential Investment
15	Flat 3, 19 Lysways Street, Walsall, West Midlands WS1 3AG	Leasehold Vacant Residential
16	Former Nursery, 162 High Street, Chasetown, Burntwood, WS7 3XG	Freehold Vacant Former Day Nursery
17	Building Plot Adj, 15 Buttermere Close, Cannock, Staffordshire WS11 6EE	Freehold Building Plot
18	99 Park Road, Netherton, Dudley, West Midlands DY2 9DD	Freehold Vacant Residential
19	330 Wolverhampton Road West, Willenhall, West Midlands WV13 2RN	Freehold Vacant Residential
20	28 Corfe Close, Birmingham B32 2NS	Freehold Residential Investment
21	Fgr, 329 - 335 Heath Street, Smethwick, West Midlands B66 2QY	Freehold Ground Rent Investment
22	Fgrs, 1-12 Grenfell Court, 192 Birmingham Road, Sutton Coldfield B72 1DB	Freehold Ground Rent Investment
23	4 Maple Road, Sutton Coldfield, West Midlands B72 1JP	Freehold Vacant Residential
24	17 Church Square, Oldbury, West Midlands B69 4DX	Freehold Former Bank & Flat Investment
25	58 Willmore Road, Birmingham B20 3JJ	Freehold Vacant Residential
26	13 Mincing Lane, Rowley Regis, West Midlands B65 9QD	Freehold Vacant Residential
27	118 Gordon Road, Harborne, Birmingham B17 9EY	Freehold Vacant Residential
28	469 Bearwood Road, Smethwick, West Midlands B66 4DH	Freehold Vacant Retail Premises & Flat Above
29	Unit 17, Premier Partnership Est, Leys Road, Brierley Hill DY5 3UP	Leasehold Commercial Investment
30	To Be Confirmed	
31	To Be Confirmed	
32	64 Cheswood Drive, Minworth, Sutton Coldfield, West Midlands B76 1YE	Leasehold Vacant Residential
33	Flat 31, Waterside, Wheeleys Lane, Birmingham B15 2DW	Leasehold Residential Investment
34	Day Nursery & Land West Side Of Churchbridge, Oldbury, West Mids B69 2AS	Freehold Investment Children's Day Nursery
35	The Village Lodge, 37/39 Station Street, Cheslyn Hay, Walsall WS6 7ED	Freehold Restaurant Investment & Long Leasehold Flat
36	52 Baylis Avenue, Wednesfield, Wolverhampton WV11 2ES	Freehold Vacant Residential
37	11 Trentham Road, Coventry CV1 5BE	Freehold Vacant Residential
38	30 David Road, Coventry, West Midlands CV1 2BW	Freehold Vacant Residential
39	12 Monks Road, Coventry, West Midlands CV1 2BY	Freehold Vacant Residential
40	41 Northfield Road, Coventry, West Midlands CV1 2BS	Freehold Residential Investment
41	78 Northfield Road, Coventry, West Midlands CV1 2BP	Freehold Vacant Residential
42	129 Northfield Road, Coventry, West Midlands CV1 2BQ	Freehold Vacant Residential
43	69 St. Margaret Road, Coventry, West Midlands CV1 2BT	Freehold Vacant Residential
44	99 Hollis Road, Coventry, West Midlands CV3 1AG	Freehold Vacant Residential
45	44 Darnford Close, Coventry, West Midlands CV2 2ED	Leasehold Residential Investment
46	Flat 2, 17 Portland Place East, Leamington Spa, Warwickshire CV32 5ES	Leasehold Residential Investment
47	76 Bennett Street, Rugby, Warwickshire CV21 2ER	Freehold Residential Investment
48	33 Carmelite Road, Coventry, West Midlands CV1 2BX	Freehold Residential Investment
49	47 Carmelite Road, Coventry, West Midlands CV1 2BX	Freehold Residential Investment
50	35 Clements Street, Coventry, West Midlands CV2 4HW	Freehold Residential Investment
51	168 Humber Avenue, Coventry, West Midlands CV1 2AR	Freehold Residential Investment

Auctioneers:

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

Valuers:

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

Auction Team:

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

IMPORTANT NOTICE

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

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

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

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

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

Bidding Options

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

In Room Bidding

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

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

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

Acceptable forms of Identification are:

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

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

• Card Payments

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

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

Online, Telephone & Proxy Bidding

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

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price (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.

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.

Type of Bid (Please Tick)

Telephone Proxy Internet

Bidder Information

Name: _____

Company Name
(if applicable) _____

Address: _____

Contact Number: _____

Contact Number:
For telephone bid
on auction day _____

Solicitor Information

Name: _____

Address: _____

Telephone Number: _____

Contact: _____

LOT Details

LOT: _____

Address: _____

Max Bid (Proxy Bid): _____ Max Bid (Words) _____

Payment Details

Payment Required

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

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

Signed: _____ Date: _____

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

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

Name of Account Holder: _____

Account No. Sort Code: / /

Remote Bidding Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Auction Offer sheet

LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

Solicitors Details:

Name:

Postcode:

Company:

Email:

Offers Accepted Prior To Auction

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

Please tick the boxes to confirm that you have:

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

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

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

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

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

We require properties for our next property auction **11 September 2024**

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:
16 August 2024**

**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

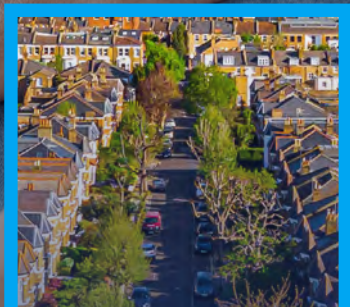
- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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

11 Sept 2024

LOT 1

Freehold Vacant Three Bedroom Semi-Detached House
*Guide Price: £180,000 - £200,000 (+Fees)

228 Walstead Road, Walsall, West Midlands, WS5 4DP



Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing access to garage and off road parking. The property benefits from having majority UPVC double glazed windows and gas fired central heating however does require some modernisation and improvement. The property is located on the Walstead Road between the junctions of both Maple Drive and Bell Lane.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge: (4.08x3.66m), Dining Room: (4.48x3.18m), Sun Room x 2, Kitchen: (3.04x5.21m), Garage: (4.63x2.44m), Stairs

First Floor

Landing, Bedroom 1: (4.09x3.28m), Bedroom 2: (4.25x3.18m), Bedroom 3: (2.74x2.55m), Bathroom having panelled bath with shower over and wash basin: (1.64x1.70m), Separate WC: (1.69x0.73m)

Outside:

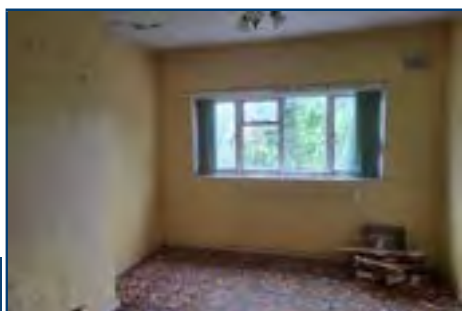
Front: Lawned foregarden and paved driveway leading to garage and allowing for of road parking
Rear: Lawned garden with various timber framed sheds

Council Tax Band – C

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Refer to Viewing Schedule online



LOT 2

Freehold Vacant Land with River Frontage - Circa 0.71 acres

*Guide Price: £15,000 - £25,000 (+Fees)

Plots 1 & 2, Taylors Meadow, Lincomb Lane, Lincomb, Stourport-on-Severn, DY13 9RB

Property Description:

A parcel of freehold land irregular in shape and pleasantly situated directly fronting the River Severn. The land extends to an area of 0.71 acres (0.29 hectares) and is predominantly grassed but includes a track which is subject to third party rights of way over and also extends into a lake as shown on the title plan.

The land is accessed from the village of Lincomb via a long single car track with passing places for approximately 1 mile and forms part of a small settlement of various static caravans situated on the banks of the River Severn.

Lincomb comprises of a small Worcestershire Village located approximately 3 miles to the South of Stourport on Severn and 7 miles to the South of Kidderminster.

Planning:

The land is currently grassed and may have potential for some form of development or siting of a static caravan/lodge and all interested parties must contact the local planning department at Wychavon District Council prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only

Directional Note:

Proceed to the Village of Lincomb Meadow, the land may be found using the following: What3Words address: trial.jots.inhabited. Site Co-ordinates: 52.312648 (Latitude) and - 2.270833 (Longitude)



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



LOT 3

Leasehold Investment - One Bedroom First Floor Maisonette

*Guide Price: £67,000 - £72,000 (+Fees)

34 Swan Copse, South Yardley, Birmingham, West Midlands B25 8LR

Property Description:

A well laid out purpose built maisonette forming part of a two storey development of brick and tile construction and located in a cul-de-sac, located off Mansfield Road.

The property forms part of an established residential area and is conveniently located approximately 1 mile from both Yardley and Acocks Green Shopping Centres providing a wide range of retail amenities and services. The property benefits from UPVC double glazed windows and electric heating and is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum).

Note: The tenant has occupied the property since 2008 maintaining the property in a good condition and has indicated that they would like to remain at the property for the foreseeable future.

Accommodation:

Ground Floor

Covered Entrance, Entrance Hall and Stairs to First Floor.

First Floor

Landing with Walk in Store, Lounge: 4.52m x 3.12m, Kitchen: 2.55m x 1.95m, Bedroom: 4.18m x 3.28m, Bathroom: 1.95m x 1.88m

with panelled bath having shower over, pedestal wash basin and WC.

Outside: Rear: Private Rear Garden.

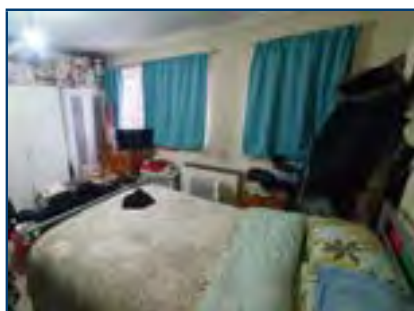
Leasehold Information

Term: 99 Years from 25th March 1981 (56 years unexpired).
Ground Rent: Currently £75 per annum.

Council Tax: B
EPC Rating: C

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

Viewings: Via Cottons – 0121 247 2233



LOT 4

Freehold Vacant Three Bedroom Semi-Detached House
*Guide Price: £125,000 - £135,000 (+Fees)

52 Lodge Road, Redditch, Worcestershire B98 7BP

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Lodge Road close to the junction with Summer Street. The property is within walking distance Redditch Town Centre and to the Kingfisher Shopping Centre which provides a wide range of shops and amenities.

Accommodation:

Ground Floor

Lounge: (3.33x3.30m), Dining Room: (3.33x3.66m), Kitchen: (3.24x1.83m), Shower Room having shower cubicle, wash basin and WC: (1.71x1.83m), Stairs

First Floor

Bedroom 1: (3.28x3.33m) Bedroom 2: (3.33x3.65m), Stairs

Second Floor

Bedroom 3: (3.38x3.33m)

Outside:

Front: Walled foregarden

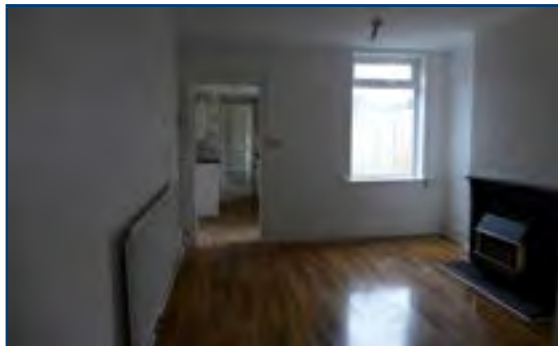
Rear: Garden

Council Tax Band – A

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Refer to Viewing Schedule online



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' office and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

Cottons
CHARTERED SURVEYORS



Call our Auction Team today!

0121 247 2233

Follow us on

@CottonsCS

LOT 5

Leasehold Industrial Investment (7,679 sq.ft) - Rental Income £26,079 p.a.
*Guide Price: £110,000 - £125,000 (+Fees)

119-120 Glover Street, Bordesley, Birmingham, West Midlands, B9 4EY



Property Description:

A detached industrial investment opportunity comprising of a pair of adjoining industrial units/workshops of predominantly single storey construction, set behind a two storey frontage and constructed circa 1960's of steel frame with brick infill walls and surmounted by a pitched sheet clad roof.

Both properties provide well laid out accommodation, being predominantly workshop with ancillary office, toilet and staff areas and the first floor accommodation benefits from UPVC double glazed windows.

The property is prominently located at the junction with Glover Street and Westley Street, which leads off Birmingham Ring Road (A4540) conveniently within approximately 1.1 mile from Birmingham City Centre and 3.2 miles from the M6 Motorway (Junction 6).

Tenancy Information

119 Glover Street Trading as a warehouse and let on a Tenancy at will with repairing obligations at a rental of £12,360 per annum.

120 Glover Street Trading as an engineering company and originally let on a full repairing and insuring lease, whereby the tenant is now holding over and paying a rental of £13,719.96 per annum.

Total Rental Income: £26,079.96 per annum.

Accommodation:

119 Glover Street

Ground Floor: Workshop with 2 store rooms and toilets.

First Floor: Stairs and Landing, Office and Toilet.

120 Glover Street

Ground Floor: Workshop, Staff Room, Toilet and Office.

First Floor: Stairs and Landing, Office and Kitchenette, Toilet and Mezzanine Storage.

Gross Internal Area - 119 Glover Street

Ground Floor: 392.82 sq.ms (4228 sq.ft)

First Floor: 22.95 sq.ms (247 sq.ft).

Gross Internal Area - 120 Glover Street

Ground Floor: 272.57 sq.ms (2934 sq.ft)

First Floor: 25.04 sq.ms (270 sq.ft).

Total Combined Floor Area

713.4 sq.ms (7679 sq.ft).

Total Site Area 733 sq.ms (0.18 acres)

Leasehold Information

Lease Term: 75 years from 25th March 1969 (Land Registry Title Number - WK162586).

Ground Rent Refer to Legal Pack

EPC Rating: Both Units E

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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



LOT 6

Freehold Vacant Double Fronted Linked Detached House
*Guide Price: £230,000 - £250,000 (+Fees)

40 Highgate Road, Walsall, West Midlands, WS1 3JH



Property Description:

A double fronted property of brick construction surmounted by a tiled roof set back from the road behind a foregarden. The property benefits from having part UPVC double glazed windows, timber framed extension works to the rear and requires modernisation and improvement. The property is located on Highgate Road close to the junctions with both Follyhouse Lane and Highgate Drive.

Accommodation:

Ground Floor

Vestibule Entrance, Reception Hall, Front Reception Room: (5.59x3.66m), Front Reception Room 2: (4.42x3.73m), Rear Sun Lounge: (3.73x3.40m), Rear Reception Room: (3.53x3.23m), Kitchen Area: (3.00x2.31m), Bathroom having panelled bath, wash basin and WC, Scullery: (5.59x2.59m), Stairs

First Floor

Landing, Bedroom 1: (5.18x3.66m), Bedroom 2: (4.80x3.76m), Bedroom 3: (3.51x3.18m) with staircase to Attic Room: (2.74x2.36m), Bathroom having panelled bath, wash basin and WC

Outside:

Front: Paved foregarden

Rear: Garden with timber framed outbuilding

Council Tax Band: – D

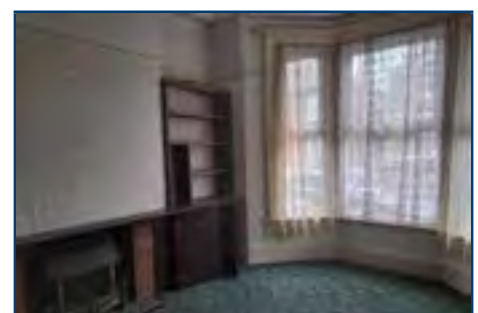
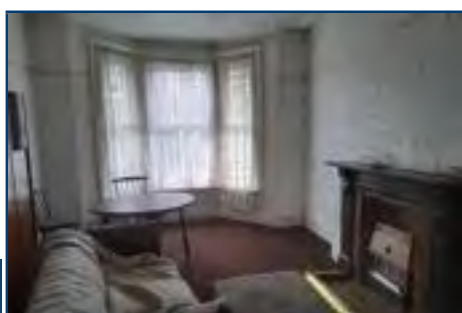
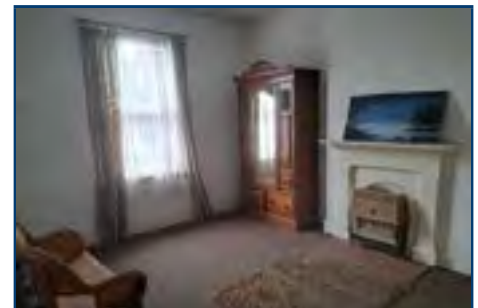
EPC Rating: – 40 E

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule online



LOT 7

Freehold Vacant Detached House with Three Bedrooms in Village Location

*Guide Price: £300,000 - £325,000 (+Fees)

26 Horsebrook Lane, Brewood, Staffordshire, ST19 9EF



Property Description:

A modern detached house of cavity brick construction surmounted by pitched tile clad roof, providing well laid out family accommodation benefitting from UPVC double glazed windows, three double bedrooms and generous gardens but requiring complete modernisation and refurbishment throughout.

The property is set back from the road behind a lawned foregarden and driveway and forms part of the highly regarded village of Brewood which contains a wide range of local amenities, restaurants, pubs and school. The village is popular with commuters and tourists with the Birmingham & Grand Union canal passing through the village, the M54 Motorway (Junction 2) being within approximately 4 miles to the South and Wolverhampton City Centre is within 7 miles to the South.

Accommodation:

Ground Floor

Porch, Reception Hall, Through Lounge/Dining Room: 6.36m x 3.64m, Breakfast Kitchen: 3.94m x 3.18m with pantry cupboard.

First Floor

Stairs and Landing, Bedroom One: 3.47m x 2.84m, Bedroom Two: 3.63m x 3.18m, Bedroom Three: 3.66m x 2.54m, Bathroom: 2.38m x 1.54m with bath and wash basin, Separate Toilet with WC.

Outside:

Front: Tarmacadam driveway providing off road parking and leading to Integral Garage: 5.44m x 2.47m and Lawned foregarden.
Rear: Pedestrian gated side access to rear, paved patio and a large lawned garden.

Council Tax Band E

EPC Rating Please refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule Online



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



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

LOT 8

Freehold Investment - Two Flats (Rental £13,200 per annum)
*Guide Price: £152,000 - £162,000 (+Fees)

27 Old Oscott Lane, Great Barr, Birmingham, West Midlands B44 8TR

Property Description:

An extended end terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a forecourt allowing for off road parking. The property has been converted to provide two separate self-contained flats. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Old Oscott Lane between the junctions of Birkenshaw Road and Aldridge Road and the property is within walking distance to James Watt College. The property is currently let producing a total rental of £13,200 per annum a schedule of tenancies are detailed below

Schedule of Tenancies

Flat 1:

£600 pcm (£7,200 per annum)

Flat 2:

£500 pcm (£6,000 per annum)

Total Rental Income: £13,200 per annum

Accommodation:

Ground Floor

Flat 2

Having Lounge: (4.02x3.85m), Dining Room: (3.34x2.22m), Bedroom 1: (2.35x2.65m), Bedroom 2 intercommunicating with Bedroom 1: (3.35x2.27m), Shower Room having shower cubicle and WC: (1.47x1.53m), Kitchen: (9.59x1.45m)

First Floor

Flat 1

Stairs, Landing, Lounge: (3.30x4.45m) Kitchen: (2.25x1.91m), Shower Room having WC and shower cubicle: (1.51x1.19m), Bedroom 1: (3.31x2.67m) with en-suite shower cubicle and wash basin (1.92x0.77m), Bedroom 2: (5.05x3.23m) with en-suite shower room having shower cubicle and wash basin: (1.95x1.18m)

Outside:

Front: Forecourt allowing for off road parking

Rear: Patio area, lawned garden and garage accessed via a service road



Council Tax Band – Flat 1 - A, Flat 2 - B
EPC Rating – Commissioned (Refer to Legal Pack)

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



--- Legal Documents Online ---



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

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

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

LOT 9

Leasehold Investment Two Bedroom City Centre Flat

*Guide Price: £65,000 - £75,000 (+Fees)

Flat 18 Market Square, Wolverhampton, West Midlands WV3 0NL

Property Description:

A two bedroom flat situated on the third floor of a purpose built block. The flat benefits from having double glazing, electric heating and allocated parking space. Market Square is accessed off Pitt Street within Wolverhampton City Centre which itself provides a wide range of shops, amenities, bars and restaurants within walking distance. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum)

Accommodation:

Ground Floor

Communal Entrance with Secure Door Entry System

Third Floor - Flat 18

Entrance Hallway, Lounge: (5.80x3.11m), Kitchen Area: (2.09x3.34m), Bedroom 1: (2.71x5.83m), Bedroom 2: (4.47x2.27m), Bathroom having panelled bath with shower over, wash basin and WC: (2.30x2.15m)

Outside: - Allocated parking space

Leasehold Information:

Term: 150 years (less 3 days) from 3 July 2003

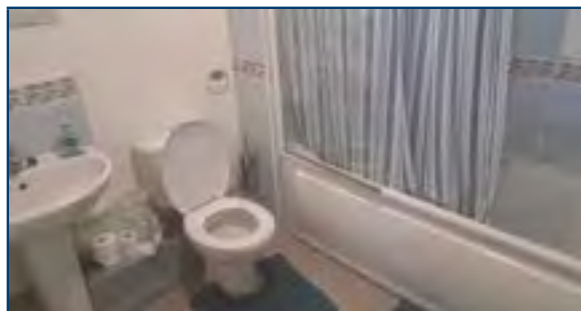
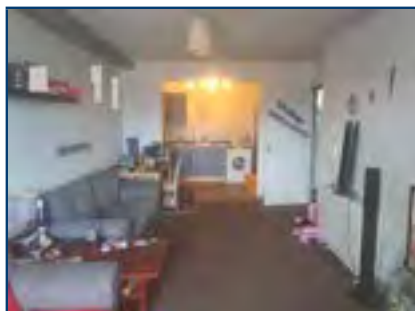
Rent & Service Charge: Refer to Legal Pack

Council Tax Band – B

EPC Rating – 58 D

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

Viewings – Via Cottons – 0121 247 2233



LOT 10

Freehold Land (Approximately 5.5 acres)

*Guide Price: £72,000 - £80,000 (+Fees)

Land at Sugar Loaf Lane, Kidderminster, Worcestershire DY10 3PA

Property Description:

A parcel of freehold grassed agricultural land roughly rectangular in shape and extending to an area of approximately 5.5 acres. The land has the benefit of having recently installed v-mesh security fencing around the site boundary and secure gated access. The land is accessed via a vehicular right of way leading off Sugar Loaf Lane for agricultural purposes only. All interested parties must satisfy themselves with any proposed use of the land with Wyre Forest District Council prior to bidding.

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



Right of Way from Sugar Loaf Lane

LOT 11

Freehold Refurbishment/Investment Opportunity - Six Self Contained Flats
*Guide Price: £360,000 - £390,000 (+Fees)

30 - 32 Selborne Road, Handsworth Wood, Birmingham, West Midlands, B20 2DW



Property Description:

A substantial detached property of three storey traditional brick construction containing six large well laid flats, originally comprising a pair of semi detached houses which were combined and converted prior to the sellers ownership in 1999. Both ground floor flats are in modern habitable condition and four flats to the upper floors are currently in shell condition having been stripped of all fittings and plaster and whilst having had first fix re-wiring, require complete refurbishment.

The property forms part of the popular Handsworth Wood residential suburb located approximately 1 mile from Soho Road (A41) providing access to a wide range of retail amenities and services and approximately 2 miles to the North of Birmingham City Centre.

All flats are Vacant with the exception of Flat 30 Ground Floor) which is let on Assured Shorthold tenancy at a rental of £570 p.c.m. (£6,840 per annum).

Accommodation:

Ground Floor

Flat 30: (Not Inspected) The seller advises the flat has the following accommodation: Private Entrance Hall, Reception Area, Lounge with access to Cellar, Kitchen, Utility, Rear Entrance Hall, Bathroom, Two Bedrooms. Note: The property benefits from mostly UPVC double glazed windows and gas fired central heating.

Flat 32: Private Entrance Hall, Reception Area, Lounge: 4.75m x 2.58m, access to Cellar, Kitchen: 3.75m x 2.88m with range of fitted units, Utility Room: 1.57m x 1.0m, Rear Entrance Hall, Bathroom: 2.43m x 2.5m (maximum) having panelled bath with shower over, pedestal wash basin, WC. Bedroom One: 5.23m x 3.7m (maximum), Bedroom Two: 5.78m x 3.58m (maximum). Note: The property benefits from mostly UPVC double glazed windows and gas fired central heating.

Flats 1 - 4, 30A Selborne Road

Communal Entrance Hall, Stairs and Landing; providing access to upper floor flats.

First Floor

Flat 1/30A: Reception Hall, Bedroom One: 4.25m x 2.45m, Bedroom Two: 4.25m x 2.33m (maximum) Bathroom and separate toilet: 2.91m x 2.55m (no fittings) Bedroom Three: 4.28m x 2.89m (maximum) Open Plan Lounge/Kitchen: 6.01m x 3.50m (maximum) (no fittings).

Flat 2/30A: Reception Hall, Open Plan Lounge/Kitchen: 6.01m x 3.63m (maximum) Bedroom One: 4.24m x 2.86m (maximum) Bedroom Two: 4.26m x 2.33m (maximum) Bedroom Three: 4.27m x 2.36m, Bathroom and separate toilet: 2.92m x 2.59m (no fittings).

Second Floor Stairs and Landing.

Flat 3/30A: Entrance Hall, Stairs and Gallery Landing with atrium ceiling, Lounge: 4.92m x 3.63m, Dining Kitchen: 4.02m x 2.68m (no fittings). Bedroom: 4.78m x 4.27m, Bathroom: 2.91m x 2.62m (no fittings).

Flat 4/30A: Entrance Hall, Gallery Landing with atrium ceiling, Store Room: 2.36m x 1.0m, Lounge: 4.94m x 3.53m, Dining Kitchen: 4.06m x 2.87m (no fittings), Bedroom: 4.90m x 4.27m, Bathroom: 2.89m x 2.61m (no fittings).

Outside:

Front: Walled forecourt with potential for off road car parking.
Rear: Large rear garden.

Council Tax Band: Flats 30 & 32 Band A. Flats 1 - 4/30A currently deleted from council tax list (Previously Band A)

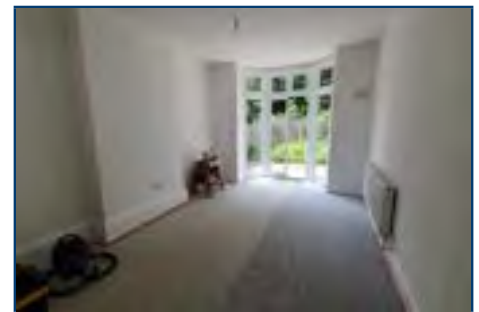
EPC Rating: Flats 30 & 32 - D. Flats 1 - 4/30A - Commissioned & will be uploaded to Legal Pack when completed.

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 12

Freehold Mixed Use Investment Opportunity (3 x Shops & 3 x Flats)

*Guide Price: £350,000 - £380,000 (+Fees)

36-40 High Street, Sedgley, Dudley, West Midlands, DY3 1RN



Property Description:

A substantial mixed use investment property of part three storey brick construction surmounted by a pitched tile clad roof, comprising three ground floor retail shops and three self contained flats to the upper floors all except one flat being currently let and producing a valuable investment income. The property occupies a generous plot with large rear garden which provides scope for further extension/redevelopment (subject to planning consent) and is generally well maintained and there may also be scope for reconfiguration of the flat accommodation to provide an additional flat. The property is situated prominently fronting High Street in the busy Sedgley Town Centre, close to the junction with Brick Street and surrounded by a densely populated residential catchment area. .

Tenancy Information

Shop 36: Trading as a Pet Shop let on a lease for 7 years from 2022, Rent £7,200 per annum.
Shop 38: Trading as a Chiropodist let for a term of 7 years from 2022. Rent £6,480 per annum.
Shop 40: Let as a Nail Bar on a lease expiring in 2025. Rent £6720 per annum.

Flat 1/38: Let on an Assured Shorthold Tenancy: Rental : £415 per calendar month (£4,980 per annum).

Flat 2/38: Let on an Assured Shorthold Tenancy: Rental: £600 per calendar month (£7,200 per annum).

Flat 3/38: Currently Vacant: Previously Let at £700 per calendar month (£8,400 per annum).

Current Total Rental Income: £32,580 per annum.

Total Rental Income (When Fully Let): £40,980 per annum.

Accommodation:

Ground Floor

Shop 36 (Pet Shop): Retail Area: 34.31 sq.ms (369 sq.ft) Rear Store: 8.47 sq.ms (91 sq.ft). Store &

Toilet: 4.6 sq.ms (49 sq.ft). Kitchenette: 3.64 sq.ms (39 sq.ft) with outside store.

Shop 38 (Chiropodist): Shared Entrance Hall, Reception Hall/Corridor/Store Cupboard , Treatment Room: 10.16 sq.ms (109 sq.ft), Waiting Room: 7.70 sq.ms (82 sq.ft) approx. Rear Hall/Kitchenette: 2.76 sq.ms (30 sq.ft). Cloakroom with WC and washbasin.

Shop 40 (Nail Bar): Retail Area: 22.84 sq.ms (245 sq.ft), Lobby, Kitchen/Store: 5.76 sq.ms (62 sq.ft), Toilet with WC and wash basin.

Flat Accommodation:

Shared Entrance Hall directly off the High Street, Stairs and Landing.

First Floor

Flat 1: Entrance Hall, Bedroom: 3.27m x 2.89m, Inner Hall, Lounge/Diner: 4.74m x 3.28m, L Shaped Kitchen: 2.82m x 1.24m plus 1.79m x 1.59m. Bathroom: 3.04m x 1.29m with panelled bath having shower over, wash basin and WC.

Flat 2: Lounge/Dining Room: 4.75m x 3.38m, Inner Hall with store, Bedroom: 4.36m x 3.54m, plus recess. Bathroom: 2.22m x 1.42m with panelled bath having shower over, wash basin, WC. Dining Kitchen: 3.34m x 2.95m.

Flat 3: Entrance Hall and Stairs to Second Floor

Landing/Study Area, Bedroom One: 4.32m x 3.33m plus recess, Bedroom Two: 3.41m x 2.41m, Lounge: 4.79m x 4.34m, Kitchen: 2.79m x 2.30m, Bathroom: 3.62m x 1.82m with panelled bath having shower over, wash basin and WC.

Note Flat 3 may provide potential for sub-division into two separate flats.

Outside: Right of way to a large rear yard/garden providing potential for extension.

Council Tax Band Flats 1, 2, 3 @ 38 - Band A
EPC Rating Shop 36 - C. Shop 38 - D. Shop 40 - C. Flats at No. 38: 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 13

Flats 32 - 36B Tudor Court, Tipton, West Midlands DY4 8UU



Property Description:

A modern apartment development of three storey brick/block construction surmounted by a pitched tile clad roof and containing 11 well laid out purpose built apartments (1 X 3 bedroom, 7 x 2 bedroom and 3 x 1 bedroom) all benefitting from UPVC double glazed windows and electric heating.

The property was constructed following grant of planning consent in 2007 and is being sold on behalf of the developer who has rented each apartment since construction providing a reliable and attractive investment income.

The development is set back from Tudor Court behind a lawned foregarden and has vehicular drive access to a secure gated car park located to the rear.

Tudor Court forms part of an established residential area and leads via Tudor Street off Dudley Port (A461) approximately 1½ miles to the North East of Dudley Town Centre.

Tenancy Information

All apartments are let on Assured Shorthold Tenancies at the following rentals.

Ground Floor

Flat 32 Tudor Court - £525 per calendar month
Flat 32A Tudor Court - £625 per calendar month
Flat 33 Tudor Court - £525 per calendar month
Flat 36B Tudor Court - £525 per calendar month

First Floor

Flat 33A Tudor Court - £625 per calendar month
Flat 34 Tudor Court - £625 per calendar month
Flat 34A Tudor Court - £625 per calendar month
Flat 35 Tudor Court - £675 per calendar month

Second Floor

Flat 35A Tudor Court - £625 per calendar month
Flat 36 Tudor Court - £625 per calendar month
Flat 36A Tudor Court - £720 per calendar month

Total Rental Income: £6,720 per calendar month (£80,640 per annum)

Accommodation

The auctioneers have inspected a sample of apartments as follows:

Ground Floor

Communal Hallway with security door entry system.

32 Tudor Court: One bedroom apartment (not inspected)

32A Tudor Court: One bedroom apartment (not inspected)

33 Tudor Court: Reception Hall, Lounge: 3.93m x 3.28m, Double Bedroom: 3.72m x 2.97m with patio doors to private garden, Inner Hall, Kitchen: 2.95m x 1.97m, Bathroom: 2.43m x 1.95m with panelled bath having shower attachment, wash basin and WC.

36B Tudor Court: One bedroom apartment (not inspected)

First Floor

Communal Stairs and Landing:

33A Tudor Court: Reception Hall, Lounge: 4.73m x 3.41m, Kitchen: 3.30m x 1.68m, Bathroom: 2.31m x 1.73m with panelled bath having shower attachment, pedestal wash basin, WC, Bedroom One: 3.95m x 3.33m, Bedroom Two: 3.93m x 3.30m.

34 Tudor Court: Two bedroom apartment (not inspected).

34A Tudor Court: Two bedroom apartment (not inspected).

35 Tudor Court: Reception Hall, Lounge: 5.52m x 3.76m, Bedroom One: 4.74m x 2.39m, Bedroom Two: 3.63m x 2.89m, Bedroom Three: 2.96m x 2.63m, Kitchen: 2.08m x 1.97m, Bathroom: 1.97m x 1.91m having panelled bath with shower attachment, pedestal wash basin and WC.

Second Floor

Communal Stairs and Landing to

35A Tudor Court: Reception Hall, Lounge: 4.80m x 4.12m, Kitchen: 3.29m x 2.61m, Bedroom One: 3.34m x 3.0m, Bedroom Two: 4.32m x 3.82m, Bathroom: 4.21m x 1.79m with panelled bath having shower attachment, pedestal wash hand, WC.

36 Tudor Court: Two bedroom apartment (not inspected).

36A Tudor Court: Two bedroom apartment (not inspected).

Outside:

Front: Lawned foregarden with secure gated driveway to rear.

Rear: Residents Car Parking Area with 14 spaces and Communal Gardens.

Council Tax Band: All Flats are Band A

EPC Rating: All Flats are rated D, except Flats 33A, 34A, 35 & 36A which are rated C

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule Online

Freehold Investment Opportunity - Complete Block of 11 Apartments (Rental £80,640 p.a.)
*Guide Price: £900,000 - £980,000 (+Fees)



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

LOT 14

Freehold Investment (Nine Self-Contained Flats producing £53,760 pa)
*Guide Price: £480,000 - £520,000 (+Fees)

11 Carlyle Road, Edgbaston, Birmingham, West Midlands, B16 9BH



Property Description:

A long established residential investment opportunity comprising of 9 self-contained flats contained within a converted semi-detached three story dwelling house of traditional brick construction surmounted by a tiled roof and benefitting from UPVC double glazed windows and electric heating. The property forms part of an established residential area and Carlyle Road contains a range of similar dwellinghouses many of which have been converted into flat accommodation. Carlyle leads directly off Sterling Road which in turn leads off Hagley Road (A456) providing ease of commuting by car or public transport to the City Center which is within approximately one and a half miles to the East.

Tenancy Information:

All flats are let on Assured Shorthold Tenancies at the following rents:

- Flat 1:** £470 pcm
- Flat 2:** £600 pcm
- Flat 3:** £450 pcm
- Flat 4:** £435 pcm
- Flat 5:** £600 pcm
- Flat 6:** £480 pcm
- Flat 7:** £495 pcm
- Flat 8:** £450 pcm
- Flat 9:** £500 pcm

Total Rental Income: £4,480 pcm (£53,760 per annum).

Please note we understand from the Vendor that some of the flats have not had a rent review for some time and may be rented below market value.

Accommodation:

Ground Floor

Communal Entrance, Hallway,
Flat 1: Lounge/Bedroom: (4.99x3.23m), Kitchen: (1.80x1.17m), Bathroom having panelled bath with shower over, wash basin and WC: (1.69x1.77m)
Flat 2: Lounge/Bedroom: (4.39x3.01m), Kitchen: (0.98x1.81m), Bathroom having panelled bath, wash basin and WC: (1.80x1.66m)
Flat 3: Lounge/Bedroom: (3.43x3.76m), Kitchen: (1.24x1.65m), Bathroom having panelled bath, wash basin and WC: (1.99x1.66m)
Flat 4: Lounge/Bedroom: (3.25x3.18m), Kitchen: (1.37x1.68m), Bathroom having panelled bath, wash basin and WC: (1.61x1.80m)

First Floor

Flat 5: Lounge/Bedroom: (4.42x2.59m), Kitchen: (1.81x1.82m), Bathroom having panelled bath with shower over, wash basin and WC: (1.79x1.66m)
Flat 6: Lounge/Bedroom: (3.23x3.41m), Kitchen: (2.03x1.52m), Bathroom having panelled bath with shower over, wash basin and WC: (1.97x1.46m)
Flat 7: Lounge: (2.61x3.41m), Bedroom: (2.97x2.41m), Kitchen: (2.62x1.83m), Bathroom having panelled bath, wash basin and WC: (1.81x1.66m)

Second Floor

Flat 8: Lounge/Bedroom: (4.43x2.66m), Kitchen: (1.14x1.85m), Bathroom having panelled with shower over, wash basin and WC: (1.83x1.69m)
Flat 9: Entrance Hallway, Lounge: (4.33x2.99m), Bedroom: (3.43x2.20m), Kitchen: (1.16x1.71m), Shower Room having shower cubicle, wash basin and WC: (0.96x2.55m)

Outside:

Front: Walled foregarden
Rear: Communal Garden

Council Tax Band – All Flats band A
EPC Rating – Flats 1-6 E, Flats 7-9 D
Please refer to legal pack full details

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

Viewings – Via Cottons – 0121 247 2233



LOT 15

Leasehold Ground Floor Flat with One Bedroom
*Guide Price: £70,000 - £77,000 (+Fees)

By Instruction of Black Country Housing Group
Flat 3 19 Lysways Street, Walsall, West Midlands WS1 3AG

Property Description:

A spacious and well laid out one bedroom flat situated to the ground floor of a substantial converted semi-detached house which has been extended to the rear and contains a total of 6 separate self contained flats.

The property benefits from well laid out accommodation, gas fired central heating and UPVC double glazed windows.

Lysways Street leads directly off Birmingham Road and the property is conveniently within approximately 1/2 mile from Walsall Town Centre providing access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Pedestrian side access to rear, Communal Entrance Hall with Security Door Entry system, Entrance Hall, Lounge: 3.66m x 3.38m, Inner Hall, Kitchen: 2.44m x 2.42m, Bedroom: 3.93m x 2.51m, Bathroom: 3.46m x 1.79m. with panel bath having shower over, pedestal wash basin and wc.

Outside: Communal Yard area.

Leasehold Information:

Lease Term: 125 years from 16 September 2022
Ground Rent: Refer to Legal Pack
Service Charge: Refer to Legal Pack

Council Tax Band: A
EPC Rating: C

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

Viewings: Refer to Viewing Schedule Online



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

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

- 1 Contact us before the auction or on the day with property details
- 2 We provide a free appraisal of your finance options
- 3 Bid at auction with confidence, a step ahead of the competition

Get in touch today for a fast response to your requirements

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

See us at today's auction

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

See us on LinkedIn and Weibo

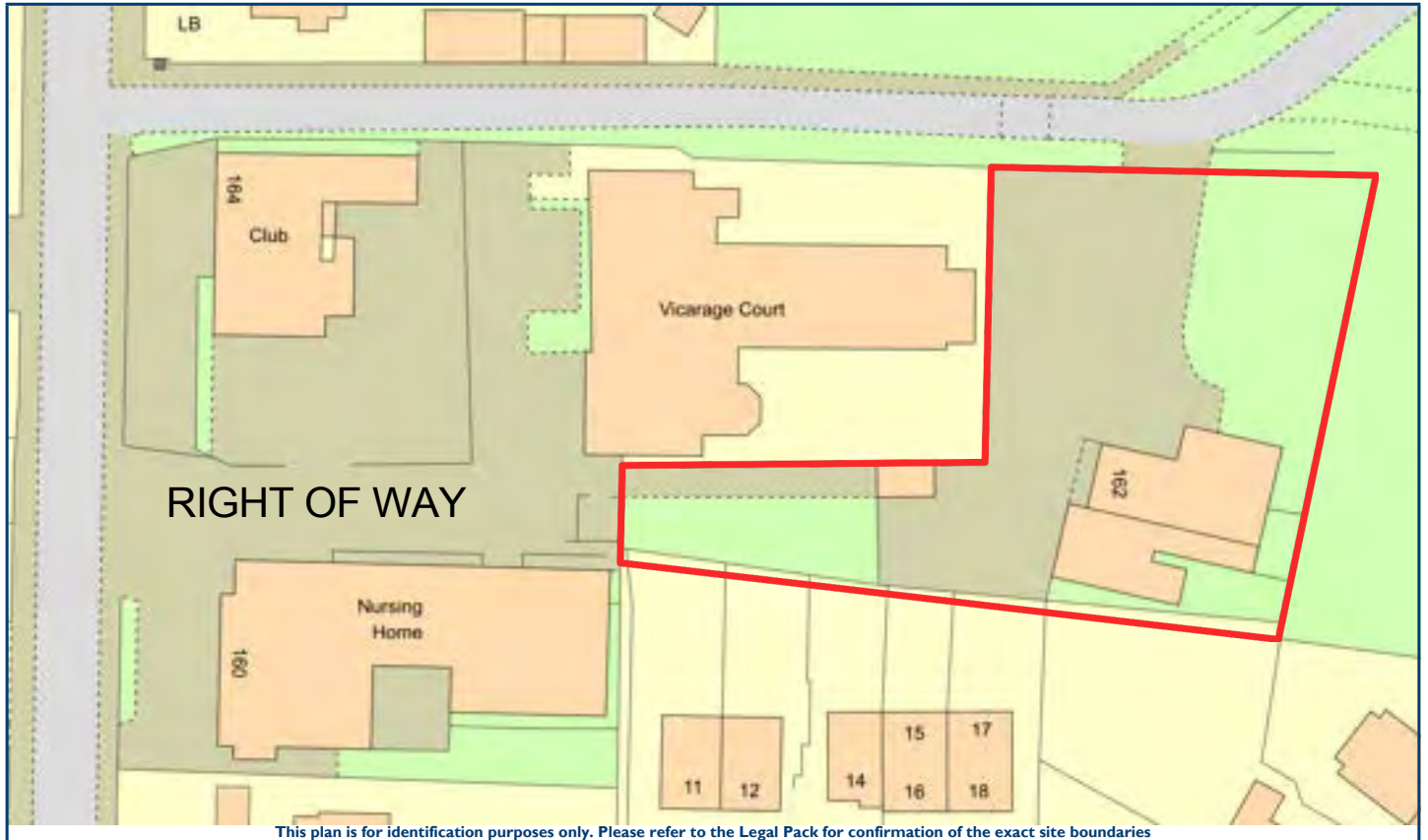
*Refer to Guide and Reserve Price Definitions on Inside Cover.

LOT 16

Freehold Vacant Former Day Nursery (Plot Size 0.43 Acres)

*Guide Price: £450,000 - £500,000 (+Fees)

Former Nursery 162 High Street, Chasetown, Burntwood, Staffordshire, WS7 3XG



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

Property Description:

A detached property of rendered brick construction surmounted by a tiled roof set back from the road behind lawned gardens and block paved forecourt. The property has previously been used as a day nursery and is situated in a plot extending to approximately 0.43 acres (1590 sq.ft). The property benefits from having a right of way access from the High Street and access from the service road created for the Burntwood Leisure Centre. Due to the size of the plot and access the property may be suitable for for a variety of uses such as conversion back to residential or re-development purposes however all interested parties should satisfy themselves in full with any proposals they may have with Lichfield District Council. High Street leads directly off Milestone Way (A5190) and Chase Town is situated adjacent to Burntwood approximately 2 miles to the North of the M6 Toll Motorway providing access to the Midlands Motorway Network and 4 miles to the East of Cannock Town Centre and 5 miles from Lichfield.

Accommodation:

Ground Floor

Entrance Hallway, Room 1: (8.63x3.64m), Room 2: (4.26x8.66m), Conservatory: (2.76x9.17m), Kitchen: (3.11x1.96m), Utility: (4.46x3.62m), Toilets: (3.95x3.02m), Stairs to

First Floor

Room and Shower Room: (6.1x6.5m)

Outside:

Front and Side: Having dual access, block paved forecourt and garden area

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Refer to Viewing Schedule online



Access to Nursery



Right of Way from High Street



LOT 17

Freehold Building Plot with Consent for a Detached 3 Bedroom Dwelling

*Guide Price: £75,000 - £85,000 (+Fees)

Residential Building Plot Adj. 15 Buttermere Close, Cannock, Staffordshire WS11 6EE

Property Description:

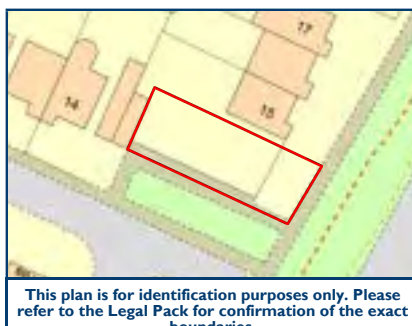
An opportunity to purchase a freehold building plot forming part of an established residential estate and located in a cul-de-sac adjacent to 15 Buttermere Close. The Plot currently comprises of garden amenity land and is rectangular in shape extending to an area of circa 175 sq.ms (1883 sq.ft). Buttermere Close forms part of an established residential area and leads via Crab Lane, off Old Hednesford Road (A4601) providing access to Cannock Town Centre, located within approximately 1 1/2 miles to the South West.

Planning

Outline planning consent has been granted by Cannock Chase Council (Ref: CH/22/0274) and dated 9th March 2023 for the erection of a detached three bedroom dwelling including access and layout. A copy of the planning consent is available for inspection on Cannock Chase Council website and all interested parties should contact the local Planning Department at Cannock Chase to discuss any matters relating to the planning consent.

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 18

Freehold Vacant Three Bedroom Terraced House

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

99 Park Road, Netherton, Dudley, West Midlands DY2 9DD

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having been refurbished and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings, new carpets and redecoration throughout. The property further benefits from having a rear extension to the ground floor. Park Road is located off Cinder Bank (A459) and the property is within a quarter of a miles distance to the main shops and amenities located in Netherton.

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

Accommodation:

Ground Floor

Lounge: (4.27x3.98m), Dining Room: (3.77x3.99m), Kitchen: (4.79x2.55m), Inner Lobby (door to rear), Shower room having double shower cubicle, wash basin and WC: (1.82x2.55m), Stairs

First Floor

Landing, Bedroom 1: (3.75x3.97m), Bedroom 2: (3.51x2.86m), Bedroom 3: (2.53x1.99m)

Outside:

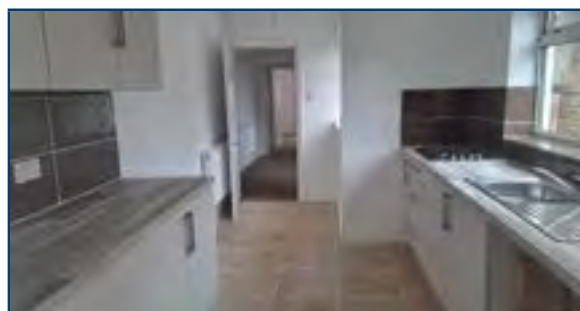
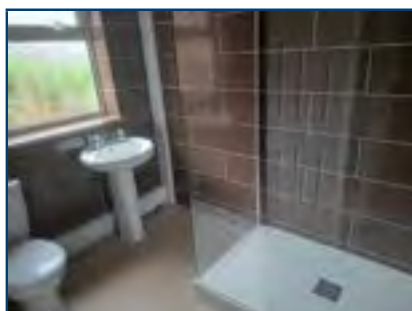
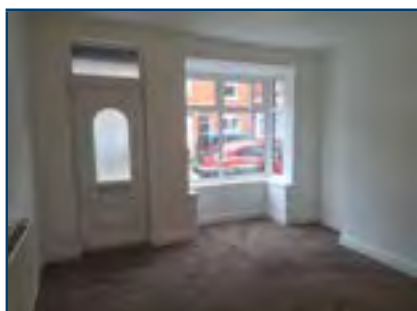
Front: Walled foregarden

Rear: Garden

Council Tax Band – A

EPC Rating – 61 D

Viewings – Refer to Viewing Schedule online



Proud sponsor of
Bournville Rugby Club

Cottons
CHARTERED SURVEYORS

Don't get
tackled by
the property
market!

Contact **Cottons Chartered Surveyors** for all your residential & commercial property requirements.

Cottons
CHARTERED SURVEYORS



SPEAK TO OUR TEAM TODAY!

property@cottons.co.uk | 0121 247 2233

www.cottons.co.uk

Follow us on   

[@Cottonscs](https://www.instagram.com/Cottonscs)

AUCTIONS • SALES • LETTINGS • PROPERTY MANAGEMENT
SURVEYS & VALUATIONS • PROPERTY INSURANCE

LOT 19

Freehold Vacant Substantial Semi Detached House with Four Bedrooms
*Guide Price: £240,000 - £260,000 (+Fees)

330 Wolverhampton Road West, Willenhall, West Midlands, WV13 2RN



Property Description:

A substantial traditional semi detached house of three storey brick construction, surmounted by a pitched tile clad roof set back behind a walled and lawned foregarden and benefitting from a separate vehicular entrance to a driveway providing off road parking and accessing a garage/workshop which may provide scope for semi commercial use/work from home.

The property provides well laid out accommodation, which includes two reception rooms, four bedrooms and benefits from part UPVC double glazed windows and part electric heating and whilst having been well maintained by the previous owner the property would benefit from some cosmetic improvement and modernisation.

The property forms part of a predominantly residential area interspersed with a variety of commercial properties and is located virtually opposite the junction with Coronation Avenue. Wolverhampton Road West (B4464) and provides access to the M6 Motorway (Junction 10) being within approximately 1 mile to the East and Wolverhampton City Centre being within approximately 5 miles to the West.

Accommodation:

Ground Floor

Entrance Hall, Reception Hall with access to Cellar: 5.02m x 3.82m, Front Reception Room: 4.58m into bay window x 3.66m, Rear Reception Room: 4.98m x 3.92m, Kitchen: 3.67m x 2.43m. Rear Entrance Hall, Utility Cupboard, Toilet with WC.

First Floor

Stairs and Landing, Bedroom One: 3.9m x 3.06m, Bedroom Two: 2.81m x 1.76m, Bedroom Three: 3.94m x 3.19m, Bathroom: 3.08m x 1.69m with panelled bath, vanity wash basin, WC.

Second Floor

Stairs to Bedroom Four: 4.95m x 4.78m.

Outside:

Front: Walls and lawned foregarden, separate driveway providing off road parking with lawned garden and access to freestanding Garage/Workshop: 6.0m x 4.36m (approximately). Rear: Pedestrian side access to rear, yard paved patio and lawned garden.

Council Tax Band: B

EPC Rating:

Commissioned (Refer to Legal Pack).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule Online



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



LOT 20

Freehold Investment Three Bedroom End-Terraced House
*Guide Price: £170,000 - £180,000 (+Fees)

28 Corfe Close, Birmingham, West Midlands B32 2NS

Property Description:

A three bedroom end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Corfe Close is located off Rilstone Road which in turn is found off Welsh House Farm Road. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £800 pcm (£9,600 pa)

Accommodation:

Ground Floor

Entrance Hallway, Lounge (6.60 x 3.03m), Dining Kitchen (4.83 x 2.81m), Stairs

First Floor

Bedroom 1 (4.39 x 3.05m), Bedroom 2 (3.43 x 1.92m), Bedroom 3 (3.10 x 2.10m), Bathroom having panelled bath with shower over, wash basin and WC (2.82 x 2.07m).

Outside:

Front: Lawned foregarden

Rear: Garden

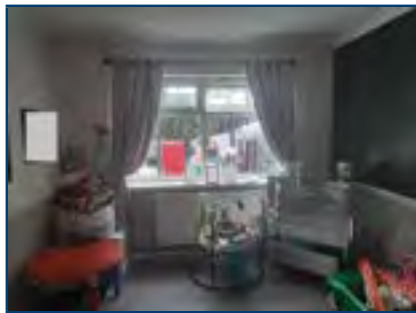
Council Tax Band – A

EPC Rating – 61 D

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 21

Freehold Commercial/Industrial Ground Rent Investment
*Guide Price: £35,000 - £40,000 (+Fees)

Freehold Ground Rent, 329/335 Heath Street, Smethwick, Sandwell B66 2QY

Property Description:

A freehold ground rent investment registered under Land Registry Title No: WM217304 and secured upon a parade of 5 industrial units held on a Head Leasehold interest registered under Title No: WM305175. The units are located in a courtyard directly off Heath Street forming part of a mixed industrial and residential area.

Leasehold Information

The Freehold is subject to a Head Leasehold interest for a term of 125 years from 24th June 1981 (approximately 82 years unexpired).

Current Ground Rent:

£3,600 per annum. The lease has provision for five yearly rent reviews however the current ground rent was last reviewed in June 1991 is now long overdue.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable



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

Important Note: We are offering for sale the Freehold Land subject to the lease referred to in these particulars and NOT the industrial units that stand upon the land. If you are unsure please contact us on 0121 247 2233.



LOT 22

Freehold Ground Rent Investment Secured on 12 Flats with Garages.
*Guide Price: £40,000 - £47,000 (+Fees)

FGR's, 1-12 Grenfell Court, 192 Birmingham Road, Wylde Green, Sutton Coldfield, B72 1DB



Property Description:

A valuable freehold ground rent investment secured on a development of 12 two bedroom purpose built flats each with a garage, known as Grenfell Court and contained within two separate, three storey blocks prominently situated fronting Birmingham Road (A5127) between the junctions of Station Road and Vesey Road.

The property is set back from the road behind a tarmacadam forecourt with dual access providing residents & visitors car parking and in addition the property has a full length driveway leading to the rear which contains and extensive lawned communal garden, tarmacadam yard providing further parking and 12 lock up garages separately allocated to each apartment.

The property occupies a substantial plot extending to an area of approximately 0.65 acres (2,645 sq.mts) and may have some future development potential (subject to planning consent).

The property is located in the highly regarded Wylde Green area of Sutton Coldfield and located approximately 1/2 mile from Wylde Green Train Station and 1 mile to the South of Sutton Coldfield Town Centre.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.

Note: Notices under Section 5B of the Landlord and Tenant Act 1987 have been served on all Lessees a copy of which will be contained within the legal pack.

Leasehold Information

Each Flat is subject to a long leasehold interest, the terms being detailed in the schedule below.

Flat or Unit Number	Term of Lease	Annual Rent
Flat 1 Grenfell Court	110 Years from 24 June 2002	£280 (rising to £4,480)
Flat 2 Grenfell Court	135 Years from 5 April 2017	Peppercorn
Flat 3 Grenfell Court	110 Years from 24 June 2002	£220 (rising to £3,520)
Flat 4 Grenfell Court	110 Years from 24 June 2002	£220 (rising to £3,520)
Flat 5 Grenfell Court	110 Years from 24 June 2002	£175 (rising to £2,800)
Flat 6 Grenfell Court	110 Years from 24 June 2002	£175 (rising to £2,800)
Flat 7 Grenfell Court	134 Years from 26 June 2018	Peppercorn
Flat 8 Grenfell Court	99 Years from 24 June 1963	£32.00
Flat 9 Grenfell Court	110 Years from 24 June 2002	£220 (rising to £3,520)
Flat 10 Grenfell Court	110 Years from 24 June 2002	£175 (rising to £2,800)
Flat 11 Grenfell Court	110 Years from 24 June 2002	£175 (rising to £2,800)
Flat 12 Grenfell Court	110 Years from 24 June 2002	£175 (rising to £2,800)

Total Current Ground Rent Income:
£1,847 per annum.



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



LOT 23

Freehold Vacant Three Bedroom Semi-Detached House
*Guide Price: £260,000 - £280,000 (+Fees)

4 Maple Road, Sutton Coldfield, West Midlands B72 1JP

Property Description:

A three bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and paved driveway allowing off road parking. The property benefits from having UPVC double glazing and gas fired central heating and further benefits from having a side driveway that may allow the potential for extension works. The property is located on Maple Road close to the junction with Coles Lane and is within approximately a quarter of a miles distance from the main shopping area in Sutton Coldfield.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (5.11x3.07m), Kitchen/Diner: (3.63x2.94m), WC: (1.64x0.80m), Stairs

First Floor

Landing, Bedroom 1: (2.53x3.07m), Bedroom 2: (2.51x3.10m), Bedroom 3: (3.67x2.34m), Bathroom having panelled bath with wash basin: (1.42x2.49m), Separate WC: (1.58x0.83m)

Outside:

Front: Lawned foregarden and driveway

Rear: Paved side garden and rear lawned garden

Council Tax Band – C

EPC Rating – 60 D

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

Viewings – Refer to Viewing Schedule online



FOLLOW US

Follow us on social media for updates on upcoming Auctions and industry news.

Follow us on    **Cottons**
CHARTERED SURVEYORS

@CottonsCS



LOT 24

Freehold Part Vacant/Part Investment (Former Bank and 4 Two Bed Flats)
*Guide Price: £420,000 - £450,000 (+Fees)

17 Church Square, Oldbury, West Midlands, B69 4DX



Property Description:

A substantial grade II listed three story property of brick construction surmounted by a tiled roof directly fronting the pavement. The property comprises of a former bank to the ground floor, rear second floor and basement and four x two bedroom flats to the first and second floors which were formally converted in 2021 (Ref: DC/17/60574). The property is situated on the junction of Church Square and Birmingham Street and is located within the heart of Oldbury Town Centre which provides a wide range of shops and amenities. The former banking premises are currently vacant and the flats to the first and second floors of the main building are all currently let and a schedule of tenancies are detailed below.

Schedule of Tenancies

Former Banking Hall Vacant

Flat 23: Let on an Assured Shorthold Tenancy Agreement at £650 pcm (£7,800 pa)

Flat 23a: Let on an Assured Shorthold Tenancy Agreement at £695 pcm (£8,340 pa)

Flat 23b: Let on an Assured Shorthold Tenancy Agreement at £695 pcm (£8,340 pa)

Flat 23c: Let on an Assured Shorthold Tenancy Agreement at £695 pcm (£8,340 pa)

Total Rental: £2,735 pcm (£32,820 pa)

Accommodation:

Ground Floor

Former Bank: 153.23 sq.mtrs (1649 sq.ft), Main Banking Hall, Office x 3, Internal Corridor and Rear Lobby with access to stairs and side entrance
Basement: 127.06 sq.mtrs (1367 sq.ft), Inner Lobby and 6 rooms

First Floor

50.24 sq.mtrs (540 sq.ft) having Kitchen, Office, Male and Female WC's,

Flat Accommodation:

Ground Floor: communal entrance leading to stairs

First Floor

Flat 23: Lounge/Kitchen: (4.34x5.09m), Family Bathroom: (1.78x2.00m) having panelled bath with shower over, wash basin and WC, Bedroom 1: (2.95x3.05m), Bedroom 2: (2.46x3.55m)

Flat 23a: Lounge/Kitchen: (6.33x3.95m), Bedroom 1: (2.77x3.30m) with en-suite shower room having shower cubicle, wash basin and WC: (1.20x2.43m), Bedroom 2: (5.20x2.42m), Family Bathroom: (2.74x2.08m) having panelled bath, wash basin WC,

Second Floor

Flat 23b: Lounge/Kitchen: (2.87x5.74m), Bedroom 1: (3.03x3.21m) with en-suite shower room having shower cubicle, wash basin and WC: (1.16x2.26m), Bedroom 2: (4.41x1.87m), Family Bathroom having panelled bath, wash basin and WC: (1.67x2.17m)

Flat 23c: Lounge/Kitchen: (5.44x3.83m), Bedroom 1: (2.54x2.96m) with en-suite shower room having shower cubicle, wash basin and WC: (1.62x2.17m), Bedroom 2: (2.96x4.20m), Family Bathroom having panelled bath with shower over, wash basin and WC: (2.70x1.82m)

Council Tax Band For All Flats: – A

EPC Rating – Commissioned (Refer to Legal Pack)

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

Viewings – Via Cottons – 0121 247 2233



Flat 23 b



LOT 25

Freehold Vacant Two Bedroom End-Terraced House
*Guide Price: £148,000 - £158,000 (+Fees)

58 Willmore Road, Birmingham, West Midlands B20 3JJ

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Willmore Road is located off both Leslie Road and Wellington Road (A4040) and the property is within walking distance to One Stop Shopping Centre providing a wide range of shops and amenities.

Accommodation:

Ground Floor

Entrance Hallway, Lounge: (4.55 x 2.33m), Dining Room: (3.75 x 3.45m), Kitchen: (2.02 x 2.69m),

First Floor

Bedroom 1: (3.76 x 3.46m), Bedroom 2: (3.75 x 2.45m), Bathroom with panelled bath, wash basin and WC: (2.93 x 1.98m)

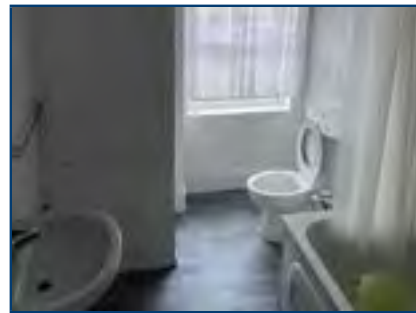
Outside:

Front: Walled foregarden
Rear: Garden

Council Tax Band – A
EPC Rating – E

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

Viewings – Refer to Viewing Schedule online



LOT 26

Freehold Vacant Detached Bungalow with Two Bedrooms
*Guide Price: £130,000 - £140,000 (+Fees)

13 Mincing Lane, Rowley Regis, West Midlands B65 9QD

Property Description:

A detached bungalow of brick construction with rendered/clad elevations, surmounted by a pitched tile clad roof, set back from the road behind a paved forecourt and benefitting from two bedrooms, but requiring modernisation and refurbishment. The property may have scope for redevelopment and all interested parties should discuss any proposals with the planning department at Sandwell MBC.

Mincing Lane forms part of an established residential area and leads directly off Oldbury Road (A4034), conveniently within approximately ¾ mile of Blackheath Town Centre, ½ from Rowley Regis Railway Station and approximately 1 mile to the south of the M5 Motorway (Junction 2).

Accommodation

Ground Floor

Porch, Lounge: 5.49m x 3.63m, Inner Hallway, Kitchen: 2.98m x 2.69m (maximum), Bedroom One: 3.03m x 2.48m, Bedroom Two: 2.71m x 2.33m, Bathroom: 3.00m x 1.81m with panelled bath, wash basin and WC.

Outside:

Front: Walled and paved foregarden, pedestrian side access.
Rear: Yard, patio and lawned garden.

Council Tax Band B
EPC Rating D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LOT 27

Freehold Vacant End-Terraced House
*Guide Price: £230,000 - £250,000 (+Fees)

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

Property Description:

A end terraced house of two story brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and located in a most sort after residential area. The property benefits from having gas fired central heating and UPVC double glazing. Gordon Road is located between Park Hill Road and Station Road and the property is conveniently within walking distance from Harborne High Street which provide access to a range of retail amenities, bars and restaurants

Accommodation:

Ground Floor: Entrance Hallway, Lounge (4.25m x 3.08m), Kitchen/Diner (3.45m x 4.07m), Utility Room (2.87m x 2.11m), Stairs,

First Floor: Bedroom 1 (3.48m x 4.08m), Bedroom 2 (3.47 x 3.22m) and bathroom having panelled bath with shower over, wash basin and WC (2.81m x 2.11m).

Outside:

Front: Walled foregarden

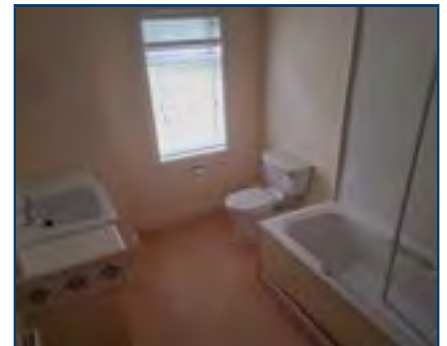
Rear: Garden

Council Tax Band – C

EPC Rating – 61D

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

Viewings – Refer to Viewing Schedule online



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' office and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

Cottons
CHARTERED SURVEYORS



Call our Auction Team today!

0121 247 2233

Follow us on

@CottonsCS

LOT 28

Freehold Vacant Retail Premises With A Two Bedroom Flat Above
*Guide Price: £158,000 - £168,000 (+Fees)

469 Bearwood Road, Smethwick, West Midlands, B66 4DH



Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property currently comprises of a ground floor retail unit previously trading as a Chinese Medical Centre and a two bedroom flat to the first and second floor accessed via the rear. The property occupies a prominent position amongst similar retail units on the Bearwood Road close to the junction with Sandon Road.

Please Note: Sandwell Council have placed an Emergency Prohibition Order on 469a Bearwood Road (flat above - first and second floor residential premises), detailing remedial works to be carried out, once completed the council will revoke the order. A copy is contained within the legal pack.

Accommodation:

Ground Floor

Main Retail Area: (4.55x3.50m), Inner Hallway, Office: (2.43x1.89m), Treatment Room: (1.95x2.12m), Inner Corridor, WC: (1.79x1.08m), Store Room: (1.89x2.16m), Store Room 2: (1.49x2.27m), Door to Side and access to

First Floor Flat- Accessed via an external staircase

Entrance Hallway, Kitchen: (2.15x2.33m), Shower Room: (2.53x1.18m), Lounge: (2.89x3.62m), Stairs

Second Floor Bedroom 1: (3.48x3.68m), Bedroom 2: (2.88x3.61m)

Council Tax Band – A

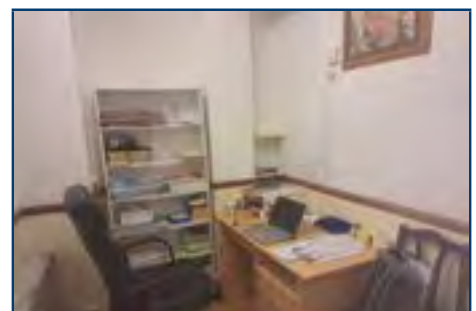
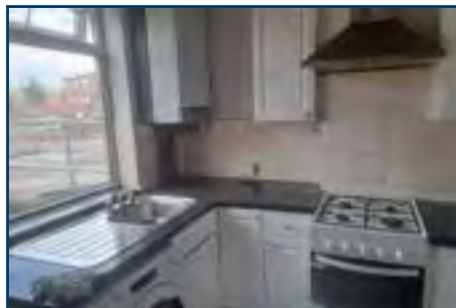
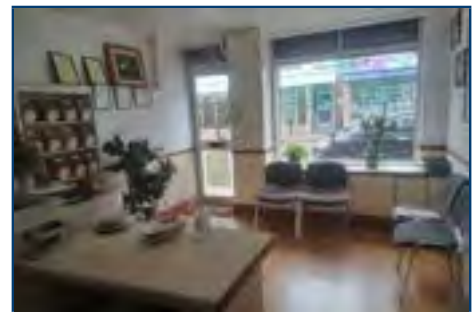
EPC Rating Retail Shop: D, Residential Flat: D

Legal Documents – Available at

www.cottons.co.uk

Viewings – Refer to Viewing Schedule at

www.cottons.co.uk



LOT 29

Leasehold Commercial Investment (10,508 sq.ft) - Rent/Income £45,000 p.a.
*Guide Price: £250,000 - £280,000 PLUS VAT (+Fees)

By Instruction of the Joint LPA Receivers

Unit 17 Premier Partnership Estate, Leys Road, Brierley Hill, West Midlands, DY5 3UP



Property Description:

An investment opportunity comprising a detached two storey commercial building having rendered elevations and surmounted by a pitched roof prominently situated directly fronting the Estate Road and having secure double gates providing commercial vehicular access to a secure rear yard area. The property is laid out to provide a range of office and workshop units and also includes a gymnasium, all benefitting from part UPVC double glazed windows. Premier Partnership Estate is located off the Leys which in turn leads off Leys Road (B4180) and the property is located approximately 2 miles to the North of Stourbridge Town Centre and approximately 3 miles to the South West of Dudley Town Centre.

Tenancy Information:

The entire property is currently let, holding over, following the expiry of a lease for a term of 3 years from 22nd October 2020 on full repairing and insuring terms and at a rental of £45,000 per annum exclusive plus VAT. It is understood that the tenant sub-lets the various offices, workshops and yard areas of the building.

Accommodation:

Ground Floor

Communal Reception Hall with key pad door entry system, Corridor, Communal Toilets and Service Areas providing access to a variety of offices and workshops: 488.1 sq.ms (5,254 sq.ft).

First Floor

Stairs and Landing to a range of offices, workshops and and gymnasium: 488.1 sq.ms (5,254 sq.ft).

Outside:

Secure gated access to enclosed rear yard, capable of housing large commercial vehicles and coaches.

Total Gross Internal Area: 976.2 sq.ms (10,508 sq.ft).

Total Site Area: 0.5836 acres (0.236 hectares)

Leasehold Information:

Lease Term: 950 years from 30th June 2004.

Ground Rent: £1.00 per annum

Service Charge: Refer to Legal Pack

EPC Rating D

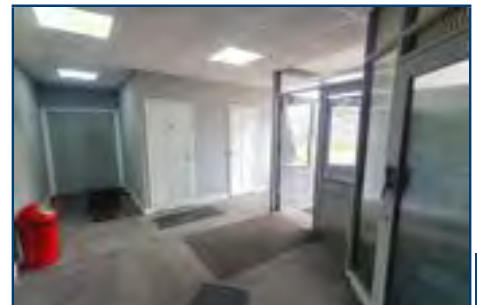
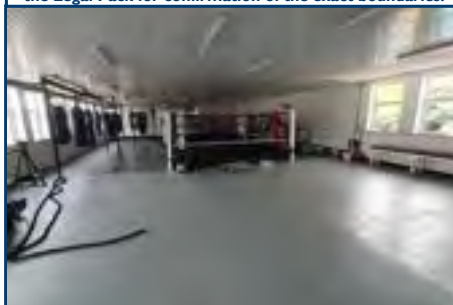
Legal Documents: –

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.



Cottons

CHARTERED SURVEYORS

We Sell, We Let,
We Manage, We Insure,
We Value,

We're here to help you.

“The Property
Specialists”

EST: 1924



HOUSING



AUCTIONS



DEVELOPMENT



COMMERCIAL

auctions@cottons.co.uk | 0121 247 2233

www.cottons.co.uk

LOT 32

Leasehold Vacant Presentable Two Bedroom Maisonette with Garage

*Guide Price: £110,000 - £118,000 (+Fees)

64 Cheswood Drive, Minworth, Sutton Coldfield, West Midlands B76 1YE

Property Description:

A purpose built ground floor maisonette forming part of a two storey development situated in the well regarded residential area of Minworth and set well back from the road behind a lawned foregarden.

The property is offered in a well maintained presentable condition with a range of modern kitchen and bathroom fittings and benefits from electric heating, UPVC double glazed windows, two double bedrooms, private rear garden and lock up garage located in an adjacent block .

Cheswood Drive leads off Walmley Ash Road which in turn runs between Kingsbury Road (A38) and Eachelhurst Road (B4148) and the property is conveniently approximately three miles from Sutton Coldfield Town Centre and the M42, M6 and M6 Toll Motorways.

Accommodation:

Ground Floor

Entrance Hall, Lounge: 5.79m (maximum) x 3.21m, Kitchen: 2.67m x 2.47m with attractive range of modern fitted units, Inner Hall with walk in store, Bedroom One: 4.78m x 2.75m with a range of fitted furniture, Bedroom Two: 2.86m x 2.82m, Shower Room: 1.87m x 1.68m with modern suite comprising of glazed shower enclosure, wash basin and WC.

Outside:

Front: Lawned foregarden. Lock up garage located in an adjacent block .

Rear: Enclosed private garden with patio, lawn, gravelled area and pedestrian right of way.

Leasehold Information

Term: 99 Years from 25 March 1974
Ground Rent: £35 rising to £70 per annum

Council Tax Band: B

EPC Rating: E

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Refer to Viewing Schedule Online



LOT 33

Leasehold Investment - One Bedroom City Centre Flat

*Guide Price: £68,000 - £74,000 (+Fees)

Flat 31 Waterside, Wheelleys Lane, Birmingham, West Midlands B15 2DW

Property Description:

A one bedroom first floor flat located in a purpose built block set back from the road behind communal gardens. The flat benefits from having double glazing, electric heating and resident parking is available. The property is located on Wheelleys Lane which in turn is found off Bath Row and the property is within walking distance to Birmingham City Centre. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £695 pcm (£8,340 per annum).

Accommodation:

Ground Floor

Communal Entrance with secure communal door, Telephone Entry System, Hallway and Lift

First Floor Entrance Hallway, Lounge (4.88m x 3.18m), Kitchen (2.61m x 2.23m), Bedroom (3.80m x 3.27m) and Bathroom (1.72m x 1.86m) having panelled bath, wash basin and WC

Outside: Communal Gardens and Residents Parking is available

Leasehold Information:

Term 99 years from the 30th of November 1979

Service Charge Refer to Legal Pack

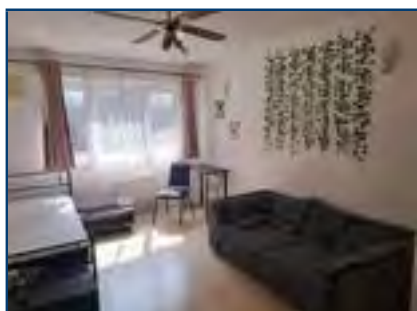
Ground Rent Refer to Legal Pack

Council Tax Band – A

EPC Rating – 62 D

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

Viewings: - Via Cottons



Proud Sponsors of
Harborne Cricket Club

Cottons
CHARTERED SURVEYORS

Don't get
stumped by
the property
market!

Contact **Cottons Chartered Surveyors** for all your residential & commercial property requirements.



Cottons
CHARTERED SURVEYORS



SPEAK TO OUR TEAM TODAY!

auctions@cottons.co.uk | 0121 247 2233

www.cottons.co.uk

Follow us on   

[@Cottonscs](https://www.instagram.com/Cottonscs)



AUCTIONS • SALES • LETTINGS • PROPERTY MANAGEMENT
SURVEYS & VALUATIONS • PROPERTY INSURANCE

LOT 34

Freehold Investment Children's Day Nursery (Rental £25,006 pa)
*Guide Price: £230,000 - £250,000 (+Fees)

Day Nursery and Land on the West Side of Churchbridge, Oldbury, West Midlands, B69 2AS



Property Description:
A long established children's nursery premises occupying a substantial plot extending to approximately 0.23 acres (915 sq.mtrs) and situated on Churchbridge. The premises is a single story property of brick construction surmounted by a tiled roof. The property provides well laid out accommodation along with two entrances, vehicular access to a large forecourt/play area. The property is situated on Churchbridge which in turn is found off Park Street and the property is within approximately 1 miles distance from Oldbury Town Centre. The tenant is currently holding over from a six year lease that expired on the 27th February 2020, currently paying a rental of £25,006 per annum.

Room 4: (2.45x3.73m), Store Room: (3.01x2.23m), Pre-school Room: (7.66x9.58m), Cloakroom: (2.43x1.51m)
Outside:
Side and Rear: Tarmacadam covered play areas

EPC Rating – Commissioned (Refer to Legal Pack)

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



Accommodation:

Ground Floor - Entrance Hallway: (3.31x2.86m), Main Room: (9.24x7.58m), Office: (4.30x3.04m), Room 2: (4.90x7.52m), Kitchen: (4.80x3.00m), Inner Hallway: (1.30x2.15m), WC: (2.11x1.97m), Staff WC: (1.09x3.57m), Room 3: (6.77x7.78m), Changing Area: (4.09x3.62m), Sleep Room: (8.23x6.39m),



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

LOT 35

Freehold Established Restaurant Investment & Long Leasehold Flat
*Guide Price: £200,000 - £220,000 (+Fees)

The Village Lodge, 37-39 Station Street, Cheslyn Hay, Walsall, West Midlands, WS6 7ED



Property Description:

A detached two storey mixed use premises of brick construction surmounted by a pitched tile clad roof, situated directly fronting Station Street and comprising of ground floor restaurant premises known as The Village Lodge along with first floor flat over which is subject to a Long Leasehold interest for a term of 999 years.

The property is well presented with a modern contemporary double fronted restaurant and benefits from vehicular access to a rear yard and car parking area.

Station Street leads via Station Road off Walsall Road (A34) and the property is located within a short distance of Cheslyn Hay Village Centre containing a wide range of retail amenities and services and within approximately 1 mile of the M6 Toll Motorway providing commuter access to the Midlands Motorway network. Cannock Town Centre is within approximately 2½ miles to the North.

The property is held Freehold on two separate Title Nos: SF285129 / SF285115

Tenancy/Lease Information

Ground Floor: Let on a lease, trading as The Village Lodge, for a term of 20 years from 1st April 2020 (registered at the Land Registry under Title SF650614) on a full repairing and insuring terms at a rental of £450 per week (£23,400 per annum) with five year reviews.

First Floor Flat: Subject to a Long Lease (Land Registry Title No: SF613860) for a term of 999 years from and including 17th February 2015 at a ground rent of one peppercorn.

Accommodation

Ground Floor

Double Fronted Restaurant Premises: 70.91 sq.ms (763 sq.ft), with Porch Entrance, Bar Area and 62 Covers, Lobby/Inner Hall: 7.3 sq.ms (78 sq.ft), Ladies & Gents Toilets, Kitchen: 11.9 sq.ms (129 sq.ft), Lobby to Store Room and Staff Toilets.
Gross Internal Area: 104.58 sq.ms (1125 sq.ft)

First Floor Flat Accommodation (37A Station Street):

Not Applicable.

Outside:

Side Driveway to Rear Car Park/Yard Area with integral store and a freestanding brick built store.

EPC Rating: B

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 36

Freehold Vacant Semi-Detached House with Two Bedrooms
*Guide Price: £110,000 - £120,000 (+Fees)

52 Baylis Avenue, Wednesfield, Wolverhampton, West Midlands WV11 2ES

Property Description:

A semi-detached house of two storey brick construction surmounted by a pitched tile clad roof benefitting from UPVC double glazed windows, gas fired central heating, new modern kitchen and bathroom fittings and large garden, but requiring cosmetic improvement throughout.

The property is set back from Baylis Avenue behind a lawned foregarden, forming part of an established residential estate situated on the edge of open countryside. Baylis Avenue leads directly off Kitchen Lane which and the property is located approx. 4 miles north east of Wolverhampton City centre

Accommodation:

Ground Floor: Reception Hall, Lounge/Dining Room: 3.43m x 3.12m plus 3.04m x 2.88m, Kitchen: 2.86m x 2.26m with a range of new modern fitted units and pantry cupboard, Side Passageway, Store: 2.91m x 2.55m.

First Floor: Stairs and Landing, with store cupboard, Bedroom One: 3.48m x 3.22m (maximum), Bedroom Two: 3.35m x 2.85m, Bathroom: 1.87m x 1.70m with new suite comprising of panelled bath having electric shower over, pedestal wash basin, WC.

Outside:

Front: Lawned foregarden.

Rear: Large enclosed lawned garden.

Council Tax Band: A

EPC Rating: D

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

Viewings: Refer to Viewing Schedule Online



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 office and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

Cottons
CHARTERED SURVEYORS



Call our Auction Team today!

0121 247 2233

Follow us on

@CottonsCS

LOT 37

Freehold Vacant Mid Terraced House with Two Bedrooms
*Guide Price: £130,000 Plus (+Fees)

By Instruction of Coventry City Council

11 Trentham Road, Coventry, West Midlands CV1 5BE

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched tile clad roof benefitting from UPVC double glazed windows, gas fired central heating and two bedrooms. Trentham Road forms part of a traditional and established residential area and leads directly off Harnall Lane East (B4110) conveniently located approximately 1 mile to the North East of Coventry City Centre.

Accommodation:

Ground Floor

Lounge: 3.69m x 3.47m, Kitchen: 3.48m x 2.84m (maximum) with built in under stairs

cupboard, Rear Entrance Hall, Bathroom: 2.22m x 1.71m with panelled bath having shower over, pedestal wash basin, WC.

First Floor

Stairs and Landing, Bedroom One: 3.71m x 3.48m, Bedroom Two: 3.49m x 2.00m.

Outside:

Rear: Paved Yard, Paved Yard and Garden with pedestrian right of way.

Council Tax: A

EPC Rating: Refer to Legal Documents

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LOT 38

Freehold Vacant End Terraced House with Three/Four Bedrooms
*Guide Price: £100,000 - £110,000 (+Fees)

By Instruction of the Joint LPA Receivers

30 David Road, Coventry, West Midlands CV1 2BW

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof with accommodation over three floors having three bedrooms with potential to use the rear reception room as a fourth bedroom.

The property benefits from UPVC double glazed windows, gas fired central heating and requires complete repair and refurbishment throughout.

David Road is situated directly between Charter House Road and St Georges Road forming part of a traditional residential area popular with student lettings and conveniently located within approximately 1/2 mile to the East of Coventry City Centre.

Accommodation:

Ground Floor

Front Room: 3.88m x 3.42m, Inner Hall, Rear Room: 3.79m x 2.57m, Kitchen: 3.63m x 1.77m, Bathroom: 1.97m x 1.91m with bath having shower over, pedestal wash basin, WC.

First Floor

Stairs and Landing, Bedroom One: 3.88m x 2.98m, Bedroom Two: 3.94m x 2.99m.

Second Floor

Stairs to Bedroom Three: 3.89m x 3.87m.

Outside: Rear: garden.

Council Tax Band: A

EPC Rating: E

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online

Note:All persons viewing this property must do so with utmost caution and entirely at their own risk due to obstacles in rooms.



LOT 39
Freehold Vacant Mid Terraced House with Two/Three Bedrooms

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

By Instruction of the Joint LPA Receivers
12 Monks Road, Coventry, West Midlands CV1 2BY
Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched concrete tile clad roof benefitting from two main bedrooms and a third bedroom utilising the front reception room.

The property benefits from UPVC double glazed windows, gas fired central heating and is offered for sale in a presentable and modernised condition.

Monks Road leads directly off Gulson Road forming part of a traditional residential area popular for student lettings and conveniently approximately ½ mile to the East of Coventry City Centre.

Accommodation:
Ground Floor

Front Reception Room: 3.56m x 3.03m, Inner Hall, Dining Room/Bedroom Three: 3.41m x 2.34m, Kitchen: 4.05m x 1.79m with range of fitted units, Rear Entrance Hall, Bathroom with panelled bath having shower over, pedestal wash basin and WC.

First Floor

Stairs and Landing, Bedroom One: 3.57m x 3.03m, Bedroom Two: 3.56m x 3.42m.

Outside: Rear paved yard and garden with pedestrian right of way.

Council Tax Band: A
EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online


LOT 40
Freehold Investment - End Terrace House with Two Bedrooms

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

By Instruction of the Joint LPA Receivers
41 Northfield Road, Coventry, West Midlands CV1 2BS
Property Description:

A traditional end terraced house of two storey brick construction surmounted by a pitched tile clad roof benefitting from two bedrooms, UPVC double glazed windows and gas fired central heating.

Northfield Road leads directly off St Georges Road and forms part of a traditional residential area popular with student lettings and conveniently located approximately ½ mile to the East of Coventry City Centre.

The property is currently let on Assured Shorthold Tenancy at a rental of £725 per calendar month (£8,700 per annum).

Accommodation:
Ground Floor

Lounge: 3.41m x 3.4m, Dining Room: 3.59m x 3.41m, Kitchen: 3.71m x 2.08m, Bathroom: 3.07m x 1.95m with corner bath, having shower over, wash basin and WC.

First Floor

Stairs and Landing, Bedroom One: 3.43m x 3.4m, Bedroom Two: 3.60m x 3.4m.

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

Council Tax Band: A
EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 41

Freehold Vacant End Terraced House with Three/Four Bedrooms

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

By Instruction of the Joint LPA Receivers

78 Northfield Road, Coventry, West Midlands CV1 2BP

Property Description:

A traditional end terraced house of two storey brick construction surmounted by a pitched concrete tile clad roof benefitting from three main bedrooms and a fourth bedroom utilising the front reception room.

The property benefits from UPVC double glazed windows, gas fired central heating and is offered for sale in a presentable and modern condition.

Northfield Road leads directly off St George's Road and forms part of a traditional residential area popular for student lettings and conveniently located approximately 1/2 East of Coventry City Centre.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room/Bedroom Four: 3.44m x 2.53m, Lobby, Lounge: 3.64m x 3.61m, Kitchen: 3.14m x 2.15m with range of modern fitted units, Lobby/Utility Area, Bathroom: 2.16m x 1.67m with panelled bath with shower attachment, pedestal wash basin, WC.

First Floor

Stairs and Landing, Bedroom One: 3.64m x 3.4m, Bedroom Two: 3.6m x 2.76m, Bedroom Three: 4.55m x 2.16m.

Outside:

Front: Walled foregarden.
Rear: Lawned garden.

Council Tax Band: A

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LOT 42

Freehold Vacant Mid Terraced House with Three/Four Bedrooms

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

By Instruction of the Joint LPA Receivers

129 Northfield Road, Coventry, West Midlands CV1 2BQ

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof with accommodation over three floors having three bedrooms with potential to use the front reception room as a fourth bedroom.

The property benefits from mostly UPVC double glazed windows, gas fired central heating but is in need of some modernisation and improvement.

Northfield Road leads directly off St George's Road and forms part of a traditional residential area popular for student lettings and conveniently located approximately 1/2 East of Coventry City Centre.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room/Bedroom Four: 3.62m x 2.29m, Lobby, Lounge: 3.95m x 3.41m, Kitchen: 2.72m x 1.94m, Bathroom: 2.00m x 1.94m, with panelled bath having shower over, pedestal wash basin and WC.

First Floor

Stairs and Landing, Bedroom One: 3.63m x 3.4m, Bedroom Two: 3.4m x 3.22m.

Second Floor

Stairs to Bedroom Three: 4.92m x 3.4m.

Outside: Concrete forecourt, rear yard and garden.

Council Tax Band: A

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LOT 43
Freehold Vacant End Terraced House with Three/Four Bedrooms

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

By Instruction of the Joint LPA Receivers
69 St. Margaret Road, Coventry, West Midlands CV1 2BT
Property Description:

A traditional end terraced house of brick construction surmounted by a pitched replacement tile clad roof with accommodation over three floors having three bedrooms with potential to use the front reception room as a fourth bedroom and benefitting from mostly UPVC double glazed windows but requiring modernisation and refurbishment throughout.

St Margarets Road is situated directly between Gulson Road and Northfield Road forming part of a traditional residential area popular for student lettings and conveniently located within approximately ½ mile to the East of Coventry City Centre.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room/Bedroom Four: 3.39m x 2.42m, Inner Hall, Lounge: 3.75m x 3.54m, Kitchen: 3.79m x 1.88m, Bathroom: 2.00m x 1.86m with panelled bath, shower over, pedestal wash basin and WC.

First Floor

Stairs and Landing, Bedroom One: 3.6m x 3.41m, Bedroom Two: 3.35m x 2.99m.

Second Floor

Stairs to Bedroom Three: 3.79m x 3.58m.

Outside:

Front: Walled foregarden.

Rear: Yard and garden with pedestrian right of way.

Council Tax Band: A

EPC Rating: E

Legal Documents –

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online

Note: All persons viewing this property must do so with utmost caution and entirely at their own risk due to missing floorboards and obstacles in most rooms.


LOT 44
Freehold Vacant Mid Terraced House with Three/Four Bedrooms

*Guide Price: £120,000 - £128,000 (+Fees)

By Instruction of the Joint LPA Receivers
99 Hollis Road, Coventry, West Midlands CV3 1AG
Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched replacement tile clad roof with a ground floor rear extension and benefitting from three bedrooms with potential to use the front reception room as a fourth bedroom.

The property has been part refurbished including re-plastering along with replacement of internal joinery and requires finishing works.

Hollis Road leads directly off Humber Road (B4110) forming part of a traditional residential area, popular for student lettings and conveniently located within approximately 1 mile to the East of Coventry City Centre.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room/Bedroom Four: 3.41m x 2.58m, Lounge: 3.58m x 3.53m, Kitchen: 4.00m x 2.11m (no fitments), Rear Entrance Hall, Bathroom: 2.06m x 1.91m (minimum) with bath, pedestal wash basin, WC.

First Floor

Stairs and Landing, Bedroom One: 4.77m x 4.34m, Bedroom Two: 3.59m x 2.27m, Bedroom Three: 2.63m x 2.41m.

Outside:

Front: Walled foregarden. Shared pedestrian right of way to rear.

Rear: Paved yard/garden.

Council Tax Band: A

EPC Rating: E

Legal Documents:

Available at www.cottons.co.uk

Viewings: Refer to Viewing Schedule Online



LOT 45

Leasehold Investment - Ground Floor Two Bedroom Flat
*Guide Price: £50,000 - £57,000 (+Fees)

By Instruction of the Joint LPA Receivers

44 Darnford Close, Coventry, West Midlands CV2 2ED

Property Description:

A well laid out ground floor flat forming part of a three storey development located in a cul-de-sac and surrounded by communal gardens and car parking. The property benefits from UPVC double glazed windows and two double bedrooms.

Darnford Close is located a short distance off Woodway Lane providing access to Hinckley Road (A4600) and is conveniently within approximately 1/2 mile from the University Hospital of Coventry and Warwickshire, 1 mile from Walsgrave Triangle Business Park, the M6 and M69 Motorways and being within 3 miles from Coventry City Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £700 per calendar month.

Accommodation:

Ground Floor Entrance Hall, Lounge: 4.41m x 3.14m, Inner Hall with store cupboard, Kitchen: 4.32m x 2.26m with breakfast area and overlooking rear garden, Bedroom One: 3.17m x 2.53m, Bedroom Two: 3.52m x 3.16m, Bathroom: 2.29m x 1.75m (maximum), with panelled bath having shower over, pedestal wash basin, WC.

Outside:

Communal Gardens and Parking.

Leasehold Information

Term: 99 Years from 29th September 1977.
Ground Rent: £40.00 per annum.

Council Tax Band: A

EPC Rating: E

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 46

Leasehold Investment - Ground Floor Apartment
*Guide Price: £120,000 - £130,000 (+Fees)

By Instruction of the Joint LPA Receivers

Flat 2 17 Portland Place East, Leamington Spa, Warwickshire CV32 5ES

Property Description:

An upper ground floor apartment forming part of a converted period built town house of three storey rendered brick construction containing a total of four apartments and situated in a parade of three similar buildings. The property benefits from gas fired central heating and is situated in the highly regarded town of Leamington Spa within a short walk of a wide range of retail shops, bars and restaurants. Portland Place East leads directly off Dale Street (A452) and the property is conveniently within four miles to the north east of the M40 Motorway (Junction 15). The property is currently let on an Assured Shorthold tenancy agreement at a rental of £895 p.c.m (£10,740 per annum)

Accommodation:

Ground Floor

At the time of preparing the catalogue details the auctioneers have not inspected the property and we understand the accommodation briefly comprises: Kitchen, Lounge, Double Bedroom, Bathroom including bath with shower over, wash basin and wc.

Total Floor Area: 36 sq. m (388 sq. ft)

Leasehold Information:

Lease Term: 99 years from 28 October 1988
Ground Rent: £25.00 per annum
Service Charge: Refer to Legal Pack

Council Tax Band: B

EPC Rating: C

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 47
Freehold Investment Opportunity - Two Self Contained Flats
 *Guide Price: £145,000 - £155,000 (+Fees)

By Instruction of the Joint LPA Receivers
76 Bennett Street, Rugby, Warwickshire CV21 2ER
Property Description:

An attractive investment opportunity comprising of two very presentable one bedroom flats located in a popular residential area. The two flats are contained within a former semi-detached dwelling house of brick construction with hipped tile clad roof which was converted with planning consent granted by Rugby Borough Council (Ref: R06/04/360PLN) and dated 28th April 2006. Each flat benefits from UPVC double glazed windows, electric heating and off road car parking space. The property is located in a cul-de-sac forming part of an established residential area and is conveniently within less than ½ mile from Rugby Town Centre and 4 miles to the South from the M6 Motorway (Junction 1).

Tenancy Information

76B (Ground Floor) Vacant.

76A (First Floor): Let on an Assured Shorthold Tenancy at a current rental of £595 per calendar month (£7,140 per annum).

The tenant has indicated that they would like to remain at the property for the foreseeable future and would accept a rent increase on renewal of their tenancy agreement.

Accommodation:
Ground Floor - Flat 76B:

Entrance Hall, Lounge/Dining Room: 3.69m x 3.46m, Kitchen: 2.32m x 1.87m with range of recently installed units, Double Bedroom: 3.57m x 3.42m with En-suite Shower Room with wash basin and WC.

First Floor - Flat 76A:

Stairs and Landing, Open plan Lounge/Dining Room/Kitchen: 4.54m x 3.70m with range of modern kitchen units, Double Bedroom: 4.55m x 2.90m, Bathroom: 1.69m x 1.62m with panelled bath having shower over, pedestal wash basin WC.

Outside:

Front: Gravelled parking area with two spaces, side garden

Rear: Pedestrian access to a enclosed rear lawned garden.

Council Tax Band: Both Flats A

EPC Rating: Both Flats E

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

Viewings: Via Cottons - 0121 247 2233



76A Bennett Street



LANDLORDS

IS YOUR PROPERTY EMPTY?

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

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

WE ARE ABLE TO OFFER

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

Call now for your free market appraisal
0121 247 2299

Follow us on [@CottonsCS](#)

Cottons
 CHARTERED SURVEYORS

LOT 48

Freehold Investment - End Terrace House with Three/Four Bedrooms
*Guide Price: £140,000 - £147,000 (+Fees)

By Instruction of the Joint LPA Receivers

33 Carmelite Road, Coventry, West Midlands CV1 2BX

Property Description:

A traditional end terraced house of brick construction surmounted by a pitched tile clad roof having accommodation over three floors, which includes three main bedrooms and a fourth bedroom utilising the front reception room and offered for sale in a very presentable condition, benefitting from modern kitchen and bath/shower room fittings, UPVC double glazed windows and gas fired central heating.

Carmelite Road leads directly off Gulson Road, forming part of a traditional residential area popular for student lettings and conveniently within 1/2 mile to the East of Coventry City Centre.

The property is currently let on a Company Tenancy for use as an Airbnb at a rental of £1,500 per calendar month (£18,000 per annum).

Accommodation:

Ground Floor

Reception Hall, Front Reception Room/Bedroom Four: 3.42m x 2.43m, Lounge: 3.71m x 3.50m, Kitchen: 3.58m x 1.85m with range of modern fitted units, Bathroom: 1.97m x 1.85m, with panelled bath having shower over, wash basin, WC.

First Floor

Stairs and Landing, Shower Room with glazed shower enclosure, wash basin and WC, Bedroom One: 3.52m x 3.42m, Bedroom Two: 3.52m x 2.97m.

Second Floor

Stairs to Bedroom Three: 3.53m x 3.77m minimum.

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

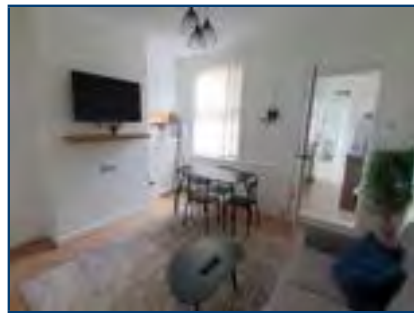
Council Tax Band: A

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 49

Freehold Investment - Mid Terraced House with Three/Four Bedrooms
*Guide Price: £130,000 - £140,000 (+Fees)

By Instruction of the Joint LPA Receivers

47 Carmelite Road, Coventry, West Midlands CV1 2BX

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof having accommodation over three floors including, three main bedrooms and a fourth bedroom utilising the front reception room and benefitting from UPVC double glazed windows and gas fired central heating.

Carmelite Road leads directly off Gulson Road forming part of a traditional residential area popular for student lettings and conveniently within 1/2 mile to the East of Coventry City Centre.

The property is currently let to four students at a rental of £1,500 per calendar month (£18,000 per annum).

Accommodation:

Ground Floor

Reception Hall, Front Reception Room/Bedroom Four: (not inspected), Lounge: 3.71m x 3.52m, Kitchen: 2.57m x 1.87m, Rear Entrance Hall, Bathroom: 2.02m x 2.0m with panelled bath having shower attachment, pedestal wash basin, WC.

First Floor

Stairs and Landing with store, Bedroom One: 3.52m x 3.44m, Bedroom Two: 3.49m x 2.97m.

Second Floor

Stairs to Bedroom Three (not inspected).

Outside:

Front: Paved foregarden. Rear: Paved yard and garden.

Council Tax Band: A

EPC Rating: D

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 50
Freehold Investment - Terraced House with Three/Four Bedrooms

*Guide Price: £140,000 - £150,000 (+Fees)

By Instruction of the Joint LPA Receivers
35 Clements Street, Coventry, West Midlands CV2 4HW
Property Description:

A traditional mid terraced of brick construction surmounted by a pitched tile clad roof having accommodation over three floors which includes three main bedrooms each with en-suite shower room and the front reception room has been converted to Bedroom Four which utilises the main bathroom.

The property further benefits from mostly UPVC double glazed windows and gas fired central heating.

Clements Street forms part of a traditional residential area and is located with pedestrian access off Walsgrave Road (A4600) conveniently within less than 1 mile to the East of Coventry City Centre.

The property is currently let as a House in Multiple Occupation on four separate Assured Shorthold tenancy agreements at a total rental of £1,870 pcm (£22,440 per annum)

Accommodation:

Ground Floor Reception Hall, Front Reception Room/Bedroom Four: 3.42m x 2.54m, Open Plan Living/Dining/Kitchen Area: 3.24m x 2.48m plus 4.11m x 2.18m, Shower Room: 1.9m x 1.86m with shower, wash basin, WC.

First Floor Stairs and Landing, Bedroom One: 3.60m x 3.42m, en-suite shower room with shower, wash basin, WC. Bedroom Two: 4.14m x 2.14m with hallway, Bedroom and en-suite shower room with shower, wash basin, WC.

Second Floor Stairs to Bedroom Three: 4.15m x 3.58m maximum, including en-suite shower room with shower, wash basin, WC.

Outside:

Front: walled foregarden.
Rear: Yard and garden.

Council Tax Band: A
EPC Rating: D
Legal Documents: Available at www.cottons.co.uk
Viewings: Via Cottons - 0121 247 2233

--- Legal Documents Online ---


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

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

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

LOT 51

Freehold Investment - End Terraced House with Two/Three Bedrooms
*Guide Price: £120,000 - £127,000 (+Fees)

By Instruction of the Joint LPA Receivers

168 Humber Avenue, Coventry, West Midlands CV1 2AR

Property Description:

A traditional end terraced house of two storey brick construction, surmounted by a pitched tile clad roof from UPVC double glazed windows and gas fired central heating. Humber Avenue leads directly off St Georges Road and forms part of a traditional residential area popular for student lettings and conveniently located within ½ mile to the East of Coventry City Centre. The property is currently let on a company tenancy at a rental of £975 p.c.m (£11,700 per annum).

Accommodation:

Ground Floor

Reception Hall, Front Reception Room/Bedroom Three: 3.38m x 2.35m, Lounge: 3.70m x 3.59m, Kitchen: 3.23m x 2.15m, Bathroom: 2.18m x 1.51m with panelled bath having shower over, pedestal wash basin, WC.

First Floor

Stairs and Landing, Bedroom One: 3.57m x 3.38m, Bedroom Two: 3.71m x 3.60m.

Outside:

Front: Walled foregarden.
Rear: Yard and Garden.

Council Tax Band: A
EPC Rating: E

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Fast property finance with DMI makes you a winner

DMI Finance, THE fast independent experts in property finance. We're helping Property Investors, Landlords and Property Developers find the finance they need, fast.

We're experts in Bridging Finance, Commercial, Residential and Buy-to-Let Mortgages, Auction Finance and Property Insurance.

See us at today's auction

Get in touch today for a fast response to your requirements

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmfi independent experts in property finance

Suite 6, Forest Gate, London Rd, Chippenham, Wiltshire, SN15 3RS

See us on LinkedIn and Twitter



EPC's

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2023-02-13 15:39	Energy rating: C	Valid until: 13 February 2029
Upld Date: 2023-02-13 15:39	Upld Date: 13 February 2029	Certificate number: 9514-2082-0173-9093-7885

Property type: A1A2 Retail and Financial/Professional services
Total floor area: 92 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.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **27 E**
If typical of the existing stock: **78 D**

36 HIGH STREET

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2023-04-04 10:56	Energy rating: D	Valid until: 4 April 2029
Upld Date: 2023-04-04 10:56	Upld Date: 4 April 2029	Certificate number: 8038-1983-2281-8719-9096

Property type: A1A2 Retail and Financial/Professional services
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 D.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **22 E**
If typical of the existing stock: **36 D**

38 HIGH STREET

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2023-03-22 10:56	Energy rating: C	Valid until: 22 March 2029
Upld Date: 2023-03-22 10:56	Upld Date: 22 March 2029	Certificate number: 9276-2326-0121-8186-8648

Property type: A1A2 Retail and Financial/Professional services
Total floor area: 43 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.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **23 A**
If typical of the existing stock: **71 C**

40 HIGH STREET

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2023-03-08 10:56	Energy rating: E	Valid until: 8 March 2029
Upld Date: 2023-03-08 10:56	Upld Date: 8 March 2029	Certificate number: 9247-5889-2416-8999-3085

Property type: B2 to B7 General Industrial and Special Industrial Class Use
Total floor area: 367 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.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **31 E**
If typical of the existing stock: **92 D**

119 GLOVER STREET

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2023-03-08 10:56	Energy rating: E	Valid until: 8 March 2029
Upld Date: 2023-03-08 10:56	Upld Date: 8 March 2029	Certificate number: 8328-8451-2278-7998-9062

Property type: B2 to B7 General Industrial and Special Industrial Class Use
Total floor area: 305 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.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **29 B**
If typical of the existing stock: **88 D**

120 GLOVER STREET

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2023-04-14 10:56	Energy rating: D	Valid until: 14 January 2032
Upld Date: 2023-04-14 10:56	Upld Date: 14 January 2032	Certificate number: 4715-1718-8668-9466-8817

Property type: B2/B7 General Industrial and Professional Services
Total floor area: 44 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.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **25 A**
If typical of the existing stock: **73 A**

469 BEARWOOD ROAD

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2024-07-23 10:56	Energy rating: B	Valid until: 23 January 2034
Upld Date: 2024-07-23 10:56	Upld Date: 23 January 2034	Certificate number: 8668-2882-1128-9620-8719

Property type: Non-residential institutions: Education
Total floor area: 314 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.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **25 S**
If typical of the existing stock: **87 D**

MINEE MONKEYS

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2023-03-08 10:56	Energy rating: B	Valid until: 8 March 2029
Upld Date: 2023-03-08 10:56	Upld Date: 8 March 2029	Certificate number: 9486-0888-4868-4716-8786

Property type: Restaurants and Cafes/Tea/Coffee Shops/Establishments/Takeaways
Total floor area: 167 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.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **25 S**
If typical of the existing stock: **87 D**

THE VILLAGE LODGE

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

Upld Date: 2023-10-18 10:56	Energy rating: D	Valid until: 18 October 2028
Upld Date: 2023-10-18 10:56	Upld Date: 18 October 2028	Certificate number: 9229-6014-8637-2768-9842

Property type: B1 Offices and Workshop business
Total floor area: 1,592 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.
Properties get a rating from A+ (best) to G (worst) and a score. The better the rating and score, the lower your property's carbon emissions are likely to be.

How this property compares to others
Properties similar to this one could have ratings:
If newly built: **25 E**
If typical of the existing stock: **122 C**

UNIT 17 PREMIER

ENERGY PERFORMANCE CERTIFICATE

The EPC was commissioned on: 12.6.24

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

162 HIGH STREET

FOLLOW US

Follow us on social media for updates on upcoming Auctions and industry news.

Follow us on

@CottonsCS

Cottons
CHARTERED SURVEYORS



Thinking of selling your property?

We require all types of properties for our forthcoming auction on the **11 SEPTEMBER 2024**



The Complete Insurance Solution for your Property Portfolio



Specialist policy wording for Property Owners and Property Managers



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

*subject to certain underwriting criteria



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



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

01789 761 660

enquiries@pi-propertyinsurance.co.uk

In association with



British Insurance Brokers Association



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

Pi-Property Insurance

part of the CLEAR GROUP

Sale Memorandum

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

We acknowledge receipt of the deposit _____

Date

Name and address of seller

Name and address of buyer

The lot

The price (excluding any VAT)

Deposit paid

Signed by the buyer

Signed by us as agent for the seller

The buyer's conveyancer is

Name

Address

Contact

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

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

Glossary

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

Auction Conduct Conditions

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

Sale Conditions

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

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition 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:

- 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);
- sign the completed sale memorandum; and
- pay the deposit.

A5.4 If you do not we may either:

- 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
- sign the sale memorandum on your behalf.

A5.5 The deposit:

- 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
- 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:

- you are personally liable to buy the lot even if you are acting as an agent; and
- 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:

- matters registered or capable of registration as local land charges;
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- rights, easements, quasi-easements, and wayleaves;
- outgoings and other liabilities;
- any interest which overrides, within the meaning of the Land Registration Act 2002;
- 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
- 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:

- the documents, whether or not the buyer has read them; and
- 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:

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

G2.2 The deposit

- 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
 - 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:

- produce to the buyer on request all relevant insurance details;
 - pay the premiums when due;
 - 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;
 - 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;
 - 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
 - (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 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:

- The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 - 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.
 - If the lot is not registered land the seller is to give to the buyer within five business days which 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.
 - If title is in the course of registration, title is to consist of certified copies of:
 - the application for registration of title made to the land registry;
 - the documents accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - 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.
- G4.3 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.
- G4.4 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- 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
 - 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:

- 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
- 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:

- direct transfer to the seller's conveyancer's client account; and
- 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:

- terminate the contract;
- claim the deposit and any interest on it if held by a stakeholder;
- forfeit the deposit and any interest on it;
- resell the lot; and
- 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 re-present the cheque, but should they do so (at their sole discretion) then the buyer will pay to the auctioneers a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

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

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

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

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

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

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

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

LEGAL PACKS

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

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

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

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

Cottons
CHARTERED SURVEYORS

Thinking of selling your property?

We require all types of
properties for our forthcoming
auction on the 11 September 24

Houses
Shops
Development Land
Flats
Industrial
Freehold Ground Rents

Cottons are here to help!

www.cottons.co.uk

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



Cottons

CHARTERED SURVEYORS

Auction Department

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

Our Live Auction will be held at:

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

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



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