

# Cottons

CHARTERED SURVEYORS

## AUCTION CATALOGUE

Wednesday **22 April** 2026: 1pm

Our Live Auction will be held at:

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

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

ANDREW J BARDEN

# Important notice to be read by all bidders

## Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

## Auctioneers Advice

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

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

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.
9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.
10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
11. **If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.**
12. The Auctioneers reserve the right to photograph successful bidders for security purposes.
13. The successful bidder will be required to pay an Administration Fee of £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 enquires relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.
15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.
16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our [website www.cottons.co.uk/contact/](http://www.cottons.co.uk/contact/), if you require any clarification upon how we hold data.

## IMPORTANT NOTICE

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

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

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

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

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

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

### ID

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

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

### Third Party Bidding

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

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

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

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

## MISREPRESENTATION ACT

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

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

## DEFINITION

### Definition of Guide Prices

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

### Definition of Reserve Price

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

## A Collective Auction Sale of 46 Lots

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

### Order of sale

LOT	ADDRESS	TENURE
1	85 Masshouse Lane, Kings Norton, Birmingham B38 9AH	Freehold Vacant Residential
2	186a Stephenson Avenue, Walsall WS2 7DU	Leasehold Vacant Residential
3	Garage Yard, Rear 1 - 7 Chestnut Road, Moseley, B'ham B13 9AJ	Freehold Part Vacant/Part Investment Garage Yard
4	25 Ambury Way, Great Barr, Birmingham B43 5JH	Leasehold Vacant Residential
5	62 Farm Road, Oldbury, West Midlands B68 8RD	Freehold Vacant Residential
6	8 Houghton Court, Priory Road, Hall Green, Birmingham B28 0TA	Leasehold Vacant Residential
7	71 Middleton Road, Shirley, Solihull, West Midlands B90 2JH	Freehold Vacant Residential
8	1869 & 1869a Pershore Road, Cotteridge, Birmingham B30 3DJ	Freehold Mixed-Use Investment
9	85 Ashley Street, Bilston, West Midlands WV14 7NW	Freehold Residential Investment
10	5 The Hedgerows, Shortbutts Lane, Lichfield, Staffordshire WS14 9BU	Freehold Vacant Residential
11	Land Lying To The North Of Drawbridge Rd, Shirley, Solihull B90 1DD	Freehold Land with Potential
12	16 Trafalgar Road, Erdington, Birmingham B24 9AD	Freehold Vacant Residential
13	Flat 7 Gaiety House, Regent Street, Smethwick, West Midlands B66 3BF	Leasehold Residential Investment
14	86 Orchard Road, Birmingham B24 9JD	Freehold Residential Investment
15	The Shambles, Wednesbury, West Midlands WS10 7DA	Freehold Investment Opportunity
16	21 Buckingham Mews, Sutton Coldfield, West Midlands B73 5PR	Freehold Residential Investment
17	Land (8 Acres) Poolhouse Road, Wombourne, Wolverhampton WV5 8AZ	Freehold Grazing Land with Potential
18	Oak Court, Harrison Road, Sutton Coldfield, West Midlands B74 4JL	Freehold Residential Investment
19	Central Chambers, 416 Bearwood Road, Smethwick, West Midlands B66 4EY	Freehold Residential Investment
20	FGRs 30 & 32 Roper Way, Dudley, West Midlands DY3 1BG	Freehold Ground Rents
21	FGR 14 Timothy Road, Tividale, Oldbury, West Midlands B69 1NS	Freehold Ground Rent
22	FGR 70 Tifford Road, Oldbury, West Midlands B69 4QD	Freehold Ground Rent
23	200 Hednesford Road, Heath Hayes, Cannock, Staffordshire WS12 3DZ	Freehold Vacant Commercial
24	200a Hednesford Road, Heath Hayes, Cannock, Staffordshire WS12 3DZ	Freehold Vacant Residential
25	Building Plot, 1 Boston Close, Heath Hayes, Staffordshire WS12 2SN	Freehold Building Plot
26	Building Plots R/o 53 Hatherton Road, Cannock, Staffordshire WS11 1HG	Two Freehold Building Plots
27	Plot 4 (former Stables And Garaging), Rokholt, New Penkridge Rd, WS11 1HN	Freehold Vacant Garage/Stables
28	Black Lees Farm, Wolverhampton Road, Shareshill, Wolverhampton WV10 7LY	Freehold Vacant Residential
29	182 High Street, Chasetown, Burntwood, Staffordshire WS7 3XH	Freehold Vacant Residential
30	27 Tamerton Road, Bartley Green, Birmingham B32 3HF	Freehold Residential Investment
31	31 Langley High Street, Oldbury, West Midlands B69 4SN	Freehold Commercial Investment
32	29 Langley High Street, Oldbury, West Midlands B69 4SN	Freehold Commercial Investment
33	324 Gillott Road, Edgbaston, Birmingham B16 0RS	Freehold Residential Investment
34	347 Rednal Road, Birmingham B38 8EE	Freehold Vacant Residential
35	Apartment 103, The Quadrant, 150, Sand Pits, Birmingham B1 3RJ	Leasehold Residential Investment
36	329 Shaftmoor Lane, Hall Green, Birmingham B28 8ST	Freehold Vacant Commercial
37	131 Victoria Road, Stechford, Birmingham B33 8AN	Freehold Vacant Residential
38	18 Barnsley Road, Edgbaston, Birmingham B17 8ED	Freehold Residential Investment
39	1 Freer Street, Walsall WS1 1QD	Freehold Vacant Warehouse/Retail Premises
40	28 Bridge Street, Walsall WS1 1HR	Freehold Part Vacant Mixed-Use Premises
41	Technology Drive, Rugby, Warwickshire CV21 1GB	Freehold Land
42	9 Wilcote Grove, Birmingham B27 7JD	Freehold Residential Investment
43	Land On The North Side Fockbury Mill Lane, Dodford, Bromsgrove B61 9BA	Freehold Land
44	33 Botha Road, Bordesley Green, Birmingham B9 5LU	Freehold Vacant Residential
45	Garage 44, Vesey Close, Water Orton, Birmingham B46 1RB	Leasehold Lock-up Garage
46	128 Wolverhampton Road South, Harborne, Birmingham B32 2BG	Freehold Vacant Residential

### Auctioneers:

Andrew J. Barden MRICS FNAVA,  
Amy Bishop BSc (Hons), MRICS,  
MARLA, MNAEA, John Day FRICS FNAVA,  
Timothy Boot FRICS.

### Valuers:

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

### Auction Team:

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

## 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](mailto:auctions@cottons.co.uk) (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

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

We will undertake an electronic ID check as part of our compliance with Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on. If you are bidding on behalf of somebody else, you will need to provide written authority from them instructing you to bid along with 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](http://www.cottons.co.uk) or at the Auction and is read by the Auctioneer prior to commencement of bidding.

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

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

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

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

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

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

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

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

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

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

# Auction Offer sheet

## LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

## Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

## Solicitors Details:

Name:

Postcode:

Company:

Email:

## Offers Accepted Prior To Auction

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

Please tick the boxes to confirm that you have:

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

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

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

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

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

We require properties for our  
next property auction

**03 June 2026**

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:

**08 May 2026**

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

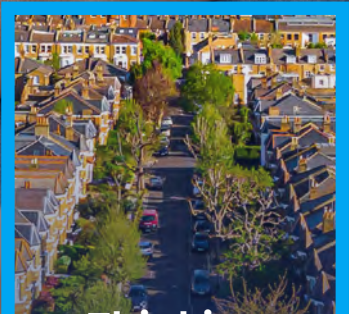
- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

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**

**03 June 2026**

**LOT 1**

**Freehold Vacant End Terraced House with Three Bedrooms**

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

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

**Property Description:**

A Freehold vacant end terraced house of two storey brick construction, surmounted by a pitch tile clad roof, set back from the road behind a fore garden and providing well laid out accommodation including three bedrooms but requires modernisation and repair throughout.

The property forms part of a popular and established residential area conveniently situated within 300 meters from Kings Norton Green which provides access to a wide range of local retail amenities, services, bars and restaurants.

Masshouse Lane leads directly off the roundabout junction with Pershore Road South and Wharf Road conveniently located within approximately 1/2 mile from Kings Norton Railway Station providing commuting access to Birmingham Five Ways Railway Station.

**Accommodation:**

**Ground Floor:**

Porch, Entrance Hall, Lounge: 4.08m x 4.00m plus bay window, Dining Room: 3.54m x 2.74m, Kitchen: 3.10m x 2.35m, Shower Room: 2.73m x 1.34m with shower, wash basin and wc.

**First Floor:**

Stairs and Landing, Bedroom One: 3.83m x 3.09m, Bedroom Two: 3.08m x 3.06m, Bedroom Three: 2.55m x 1.84m, Bathroom: 1.9m x 1.85m with bath and wash basin

**Outside:**

Front: Fore garden with scope for off road parking (subject to planning consent)  
Rear: Overgrown garden

**Council Tax:** B

**EPC Rating:** Refer to Legal Documents

**Legal Documents:**

Available at [www.cottons.co.uk](http://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 2**

**Leasehold Vacant Two Bedroom Maisonette (New 125 Year Lease)**

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

**186A Stephenson Avenue, Walsall, West Midlands WS2 7DU**

**Property Description:**

A first floor maisonette forming part of a traditional two storey property of brick wall construction surmounted by a pitched tile roof, benefiting from part uPVC double glazed windows and gas fired central heating system, requiring some updating and cosmetic improvement.

The property is conveniently situated approximately 0.9 miles from Bloxwich High Street, 1.1 miles from Junction 10 of the M6, and 1.6 miles from Walsall Town Centre and Walsall Train Station.

**Accommodation:**

**Ground Floor**

Entrance hallway.

**First Floor**

Stairs and landing, Living Room (4.57m x 3.39m), Kitchen (2.83m x 2.18m), Bedroom One (4.2m x 3.33m), Bedroom Two (3.39m x 3.85m max), Bathroom with Bath, wash basin and WC.

**Outside**

Rear – Private Garden.

**Leasehold Information**

**Term:** The Seller Amplius Housing Association shall grant a new 125 year lease on completion.

**Ground Rent:** One Peppercorn.

**Service Charge:** No service charges are payable.

**Council Tax Band:** A

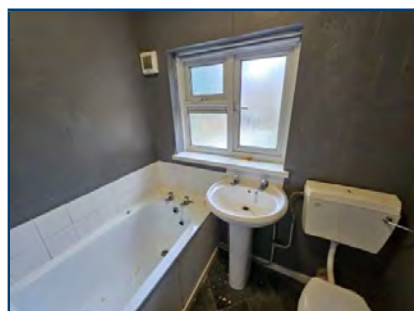
**EPC Rating:** C

**Legal Documents:**

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

**Viewings:**

Refer to Viewing Schedule online



**LOT 3**

**Freehold Part Vacant/Part Investment Garage Yard**  
\*Guide Price: £100,000 - £110,000 (+Fees)

**Garage Yard, Rear of 1-7 Chestnut Road, Moseley, Birmingham, B13 9AJ**

**Property Description:**

A gated lock-up garage yard approximately 535 sq.mtrs. in size and accessed via a driveway located adjacent to number 1 Chestnut Road. The yard had planning consent granted for 12 garages (Ref: 2010/07168/PA) dated 08/03/2011. Four garages towards the entrance of the site are let on informal agreements, the remaining 8 garages have a yard area in front but have not been subdivided, having two double doors at each end for access, currently providing one large workshop/garage/storage. The site may provide scope for alternate uses however all interested parties must satisfy themselves in full with any proposals they have prior to bidding with Birmingham Council.

**Schedule of Rents:** (Let on Informal Agreements with potential to substantially improve income through a programme of rent reviews to market rent).

- Garage 1 : £50pcm
- Garage 2 : £50pcm
- Garage 3 : £50pcm
- Garage 4 : £50pcm
- Garages 5-12/Workshop : Currently Vacant
- Current Total Rental: £2,400 per annum.

**Legal Documents**

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

**Viewings** External Only



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



**LEGAL PACKS**

**Cottons**  
CHARTERED SURVEYORS

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

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

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



**Call our Auction Team today!**

**0121 247 2233**

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@Cottonsesc

**LOT 4**

**Leasehold Vacant Two Bedroom Flat with Garage**  
\*Guide Price: £72,000 - £78,000 (+Fees)

**25 Ambury Way, Great Barr, Birmingham, West Midlands B43 5JH**

**Property Description:**

A ground floor flat situated within a three-storey purpose built development set back from the road behind communal gardens and parking. The property provides well laid out accommodation and benefits from two bedrooms, UPVC double-glazed windows, gas fired central heating and garage located in an adjacent block. Ambury Way is located off Danford Way which in turn is off Green Lane. The property is within half a miles distance to the Scott Arms Shopping Precinct and within a further quarter of a mile from Junction 7 of The M6 Motorway.

**Accommodation:**

**Ground Floor**

Entrance Hallway, Kitchen (3.14m x 2.26m),

Lounge (5.28m x 3.40m) with door to private terrace, Bedroom 1 (3.81m x 2.82m), Bedroom 2 (3.30m x 2.97m) and Shower Room (2.35m x 1.54m) having shower, wash basin and WC.

**Outside:**

Communal Gardens, Parking and Garage

**Leasehold Information**

**Term** 98 years from 29 September 1964

**Ground Rent** £15

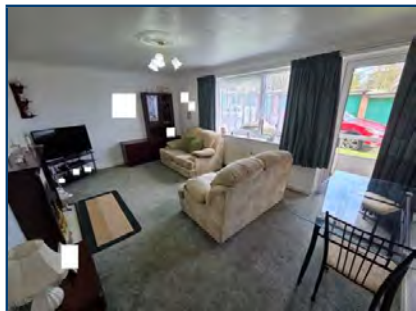
**Service Charge** Refer to legal pack

**EPC Rating:** Commissioned (Refer to Legal Pack)

**Council Tax Band:** B

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

**Viewings** Via Cottons – 0121 247 2233



Single Garage

**LOT 5**

**Freehold Vacant - Three Bedroom Terrace House**  
\*Guide Price: £130,000 - £140,000 (+Fees)

**62 Farm Road, Oldbury, West Midlands B68 8RD**

**Property Description:**

A three bedroom mid terraced property of brick construction set back from the road behind a small walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Farm Road between the junctions of both Ethal Street and Barrs Street.

**Accommodation:**

**Ground Floor**

Lounge: (3.09mx3.67m), Dining Room (3.42mx3.68m), Inner Lobby with door to

rear garden and shared side passage, Kitchen: (2.34mx2.22m), Bathroom: (2.22mx1.36m) having panelled bath with shower over, wash basin and WC.

**First Floor**

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

**Outside:**

**Front:** Walled Foregarden

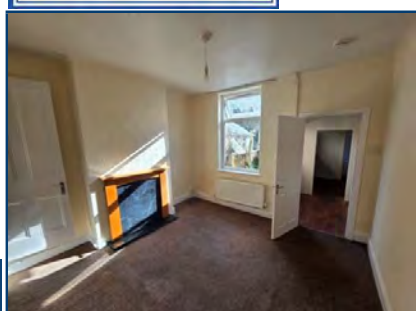
**Rear:** Garden with brick built store

**Council Tax Band** – A

**EPC Rating** – E

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

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



**LOT 6**

**Leasehold Vacant First Floor Maisonette with Two Bedrooms**

\*Guide Price: £90,000 - £99,000 (+Fees)

**8 Houghton Court, Priory Road, Hall Green, Birmingham, West Midlands B28 0TA**

**Property Description:**

A purpose built first floor maisonette providing generous and well laid out accommodation, forming part of a two-storey block, benefiting from UPVC double glazed windows, gas fired central heating and two bedrooms and is ideally suited to investors or first time buyers.

Houghton Court comprises of a development of similar maisonettes set well back from Priory Road behind a private access drive and the property forms part of a popular and established residential area conveniently located within less than two miles from Shirley shopping centre on Stratford Road (A34) providing access to a wide range of retail amenities, bars and restaurants.

**Accommodation:**

**Ground Floor:**

Entrance Hall

**First Floor:**

Stairs and Landing, Lounge: 4.98m x 3.70m, Breakfast Kitchen: 3.31m x 2.96m with range of fitted units, Bedroom One: 4.33m x 3.70m, Bedroom Two: 3.29m x 2.25m, Bathroom: 2.38m x 1.78m with panel bath having shower over, pedestal wash basin and wc

**Outside:**

Front: Residents parking area  
Rear: Lawned garden

**Leasehold Information:**

Lease Term: 139 years from 20th September 1962  
Current Ground Rent: £50.00 per annum (increasing during the term)

**Council Tax: A**

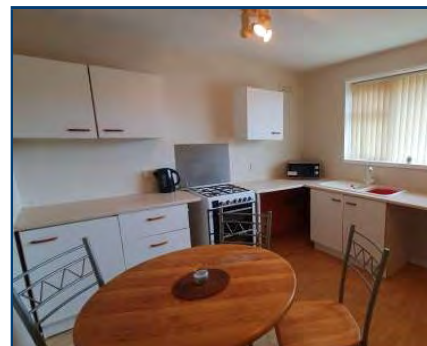
**EPC Rating: D (67)**

**Legal Documents:**

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

**Viewings:**

Refer to viewing schedule online.



**--- Legal Documents Online ---**



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

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

Service Provided By The Essential Information Group Ltd  
[www.eigroup.co.uk](http://www.eigroup.co.uk) 0870 112 30 40

**LOT 7**

**Freehold Vacant Semi-Detached House with Three Bedrooms**  
\*Guide Price: £210,000 - £230,000 (+Fees)

**71 Middleton Road, Shirley, Solihull, West Midlands, B90 2JJ**



**Property Description:**

A semi-detached house of two-storey brick construction surmounted by pitched replacement tile clad roof offering presentable, well-laid accommodation and benefiting from UPVC double glazed windows, gas-fired central heating, modern kitchen and bathroom fittings, three bedrooms, large rear garden and with potential to provide a range of improvements including off-road parking to the fore garden, provision of a garage to the rear garden and extension to the existing property - all subject to obtaining any required planning consents.

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

**Accommodation:**

**Ground Floor:**

Entrance Hall, Lounge: 4.25m x 3.53m, Dining Kitchen: 4.49m x 2.40m max with range of modern fitted units and built in store cupboard

**First Floor:**

Stairs and Landing, Bedroom One: 3.32m x 2.56m max, Bedroom Two: 3.32m x 2.58m max, Bedroom Three: 2.38m x 1.81m max, Bathroom with modern suite comprising panel bath having electric shower over, vanity wash basin and wc.

**Outside:**

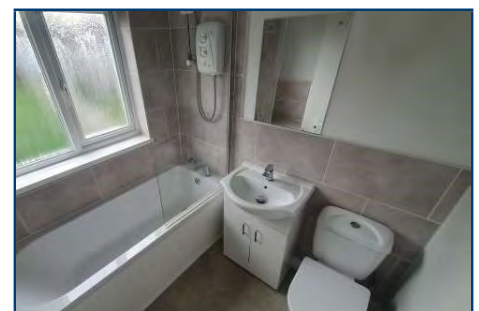
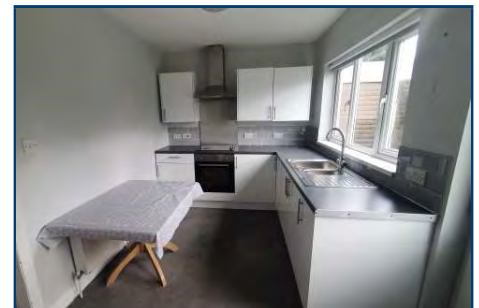
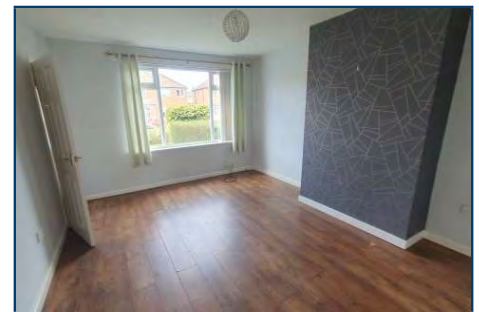
Front: Lawned fore garden with potential for off road car parking, pedestrian side gated access to rear  
Rear: Yard and large rear garden providing cope for extension of the existing dwelling and potential for the erection of a garage/parking area served by a rear vehicular right of way.

**Council Tax: C**

**EPC Rating: E (52)**

**Legal Documents:** Available at [www.cottons.co.uk](http://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 8**

**Freehold Mixed-Use Investment (Café and Flat) in a Prominent Position**  
\*Guide Price: £160,000 - £175,000 (+Fees)

**1869 Pershore Road, Cotteridge, Birmingham, Birmingham, B30 3DJ**



**Property Description:**

A prominently located mixed-use investment property comprising of a cafe and restaurant premises to the ground floor, along with a self-contained flat to the first and second floors over situated fronting Pershore Road (A441) and forming part of the busy Cotteridge Shopping Centre, benefiting from a high volume of pedestrian and the vehicular passing trade.

The property is mid-terraced and of three-story traditional brick construction, surmounted by a pitched, tile-clad roof, and each part is separately metered with the Flat accommodation benefiting from UPVC double glazed windows, and gas-fired central heating. Cotteridge comprises a popular residential suburb situated neighbouring Bournville and is located approximately five miles to the south of Birmingham Centre and within 300 metres of Kings, Norton Railway Station, providing excellent commuting to the City Centre.

**Tenancy Information:**

1869 Pershore Road (Café): Let on a lease expiring in 2027, at a rental of £650 per calendar month (£7,800 per annum)

1869A Pershore Road (Flat): Let on an assured short-hold tenancy at a rental of £675 per calendar month (£8,100 per annum)

**Total Rental Income:** £1,325 pounds per calendar month, (£15,900 per annum).

**Note: the landlord advises that rents have not been reviewed for at least four years and the rental income could be significantly improved.**

**Accommodation:**

**Ground Floor:**

**1869 Pershore Road (Café):**

Seating Area with servery: 20.73 sq m (223 sq ft),

Rear Seating Area: 13.75 sq m (148 sq ft), Customer Toilet with wc and wash basin, Lobby and Kitchen: 8.77 sq m (94 sq ft) with store

**1869A Pershore Road (Flat):**

Shared pedestrian entry access to External Stairs to first floor.

**First Floor:**

Dining kitchen: 4.10m x 3.04m with range of modern kitchen units and store cupboard, Lounge: 4.63m x 4.10m with bay window

**Second Floor:**

Stairs and landing, Bedroom One: 4.10m x 3.66m, Bedroom Two: 3.15m x 2.53m, Bathroom: 2.22m x 1.47m with panel bath and shower over, wash basin and wc.

**Outside:**

Paved yard, brick store and lawned garden.

**Council Tax:** The Flat is currently included as accommodation with the Cafe in the Rating Assessment.

**EPC Rating:**

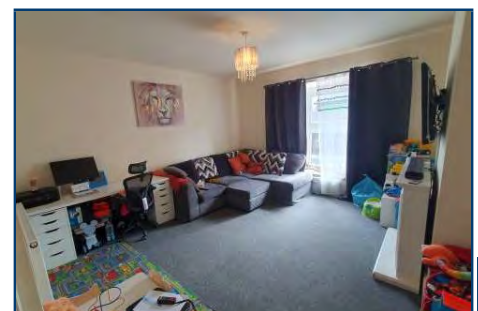
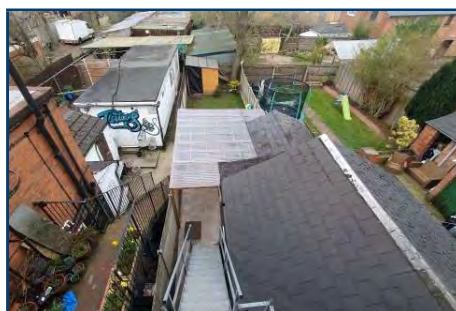
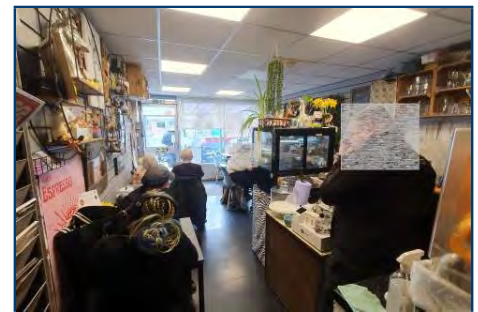
1869 Pershore Road (Café): D (98)

1869A Pershore Road (Flat): D (57)

**Legal Documents:**

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

**Viewings:** Refer to viewing schedule online.



**LOT 9**

**Freehold Investment - Three Bedroom Mid Terraced House**  
\*Guide Price: £95,000 - £99,000 (+Fees)

**85 Ashley Street, Bilston, West Midlands WV14 7NW**

**Property Description:**

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

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

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

**Accommodation:**

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

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

**Outside:**

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

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

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

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



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**LOT 10**

**Freehold Vacant Modern Detached House with Four Bedrooms & Garage**  
\*Guide Price: £360,000 - £390,000 (+Fees)

**5 The Hedgerows, Shortbutts Lane, Lichfield, Staffordshire, WS14 9BU**



**Property Description:**

A modern executive detached property of two-storey cavity brick construction, surmounted by a pitched tile clad roof occupying a large corner plot in a private cul-de-sac and providing well laid out accommodation including four bedrooms, a substantial detached garage and ample off-road parking.

The property is located in the highly regarded cathedral city of Lichfield which benefits from excellent commuter access with two railway stations providing links to Birmingham City Centre. Shortbutts Lane forms part of a popular and sought after residential area and leads off Birmingham Road approximately 1 mile to the south of Lichfield City Centre which contains a wide range of retail shops, restaurants, bars and leisure amenities along with a wealth of park and public open spaces.

**Accommodation:**

**Ground Floor:**

Reception Hall, Cloakroom with wc and wash basin, Lounge: 5.50m into bay window x 3.8m max with inglenook fireplace, opening to Dining Room: 3.20m x 2.97m, Dining Kitchen: 4.02m x 2.99m plus 2.59m x 2.39m with range of units and breakfast bar, Utility Room: 2.09m x 1.46m

**First Floor:**

Stairs and Landing, Bedroom One: 3.81m x 3.35m, Ensuite Shower Room with glazed shower enclosure, vanity wash basin and wc, Bedroom Two: 3.07m x 2.75m, Bedroom 3 (L-shaped): 2.98m x 2.66m max, Bedroom Four: 3.25m x 2.00m, Family Bathroom: 2.00m x 1.68m with modern contemporary suite comprising freestanding bath, pedestal wash basin and wc.

**Outside:**

Large fore garden containing a range of mature trees, long block paved drive providing car parking for multiple vehicles, rear block paved driveway extending to a detached brick and block-built garage: 5.13m x 5.07m and a lawned garden

**Council Tax:** F

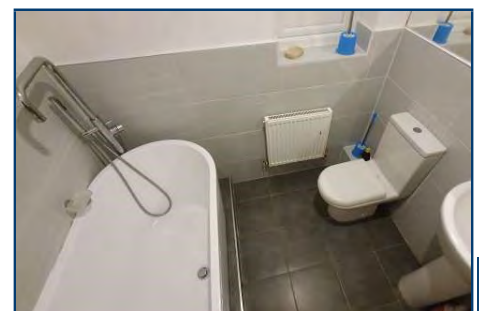
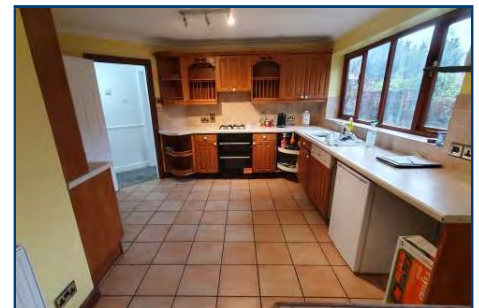
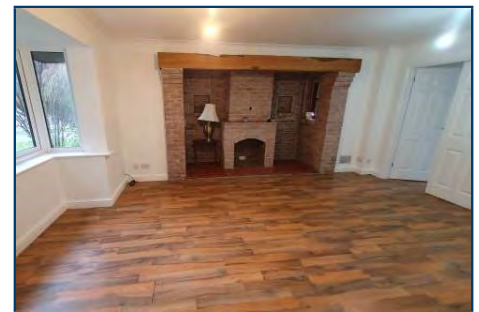
**EPC Rating:** C (70)

**Legal Documents:**

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

**Viewings:** Refer to viewing schedule online.

**Completion Date:** 56 days from exchange of contracts.



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



**LOT 11**

**Freehold Vacant Land with Potential - Circa 1.65 acres**  
\*Guide Price: £60,000 - £69,000 (+Fees)

**Land Lying to the North of, Drawbridge Road, Shirley, Solihull, Worcestershire B90 1DD**

**Property Description:**

A parcel of freehold land, undulating and irregular in shape located between Drawbridge Road, Peterbrook Road and a section of the Worcester and Birmingham Canal which runs close to the Eastern boundary. The land is currently overgrown and unmaintained and benefits from a gated access off Peterbrook Road.

The land forms part of the popular and well regarded area of Majors Green on the outskirts of Shirley, adjacent to open countryside and is located approximately 4 miles to the west of Solihull Town Centre and a similar distance to the north-west of the M42 motorway (Junction 4).

**Planning:**

The land is currently classified as greenbelt, however may have potential for alternative use including leisure due to its close proximity with Birmingham and Worcester canal and all interest parties should contact the local planning department at Bromsgrove Council prior to bidding, to discuss any proposals for the site.

**Total Site Area:**

1.65 acres (0.67 hectares) approx.

**Legal Documents:**

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

**Viewings:** External only



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



**LOT 12**

**Freehold Vacant Semi-Detached House**  
\*Guide Price: £165,000 - £175,000 (+Fees)

**16 Trafalgar Road, Erdington, Birmingham, West Midlands B24 9AD**

**Property Description:**

A traditional semi-detached house of brick construction surmounted by a pitched replacement tile clad roof situated at the junction of Spring Hill. The property is offered for sale in presentable condition and benefits from having gas fired central heating and UPVC double glazing. Trafalgar Road is situated off Ward End Road (B4040) and the property is conveniently within approximately 1/4 of a mile distance from Erdington High Street which provide access to a wide range of amenities and services and further within approximately 1/2 a mile from Junction 6 of the M6 Motorway

**Outside:**

**Front:** Walled foregarden  
**Rear:** Paved yard and garden with pedestrian side access off Spring Hill

**Council Tax Band – B**

**EPC Rating - E**

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

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

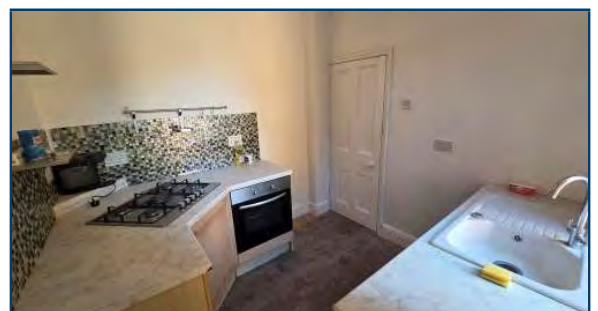
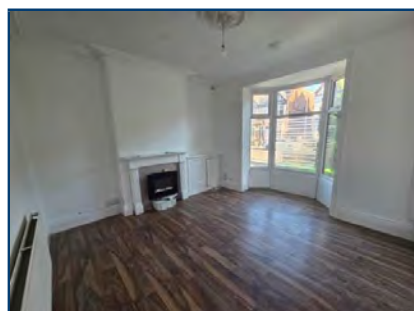
**Accommodation:**

**Ground Floor**

Entrance Hallway, Lounge: (4.40x4.03m), Dining Room: (4.25x3.17m), Kitchen: (2.49x2.57m), Inner Lobby, Bathroom having panelled bath with shower over, wash basin and WC: (2.25x1.82m), Stairs

**First Floor**

Landing, Bedroom 1: (4.04x3.68m), Bedroom 2: (2.47x2.55m), Bedroom 3: (3.50x3.06m) and Box Room: (1.62x1.67m)



**LOT 13**

**Leasehold Investment - Two Bedroom Modern Flat**  
\*Guide Price: £105,000 - £115,000 (+Fees)

**Flat 7 Gaiety House, Regent Street, Smethwick, West Midlands B66 3BF**

**Property Description:**

A two bedroom second floor apartment located in a purpose built block set back from the road behind communal gardens and parking area. The apartment is offered for sale in presentable condition and benefits from UPVC double glazing and gas fire central heating. The property sits on the corner of Regents Street and Crocketts Lane and is within approximately half a mile distance from Smethwick High Street. The Flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £695 pcm (£8,340 pa).

**Accommodation:**

**Ground Floor**

Communal Entrance with secure door entry system, access to stairs

**Apartment 17**

Entrance Hallway, Lounge/Kitchen: (7.38x4.33m), Bedroom 1: (4.17x3.23m), Bedroom 2: (5.27x3.36m) with en-suite shower room (2.10x1.57m) having shower cubicle, wash basin and WC., Bathroom having panelled bath, wash basin and WC (2.48x2.13).

**Outside:**

Communal gardens and allocated parking space

**Leasehold Information:**

**Term:** 125 years from 1 January 2005

**Rent:** Refer to legal pack

**Service Charge:** Refer to legal pack

**Council Tax Band - B**

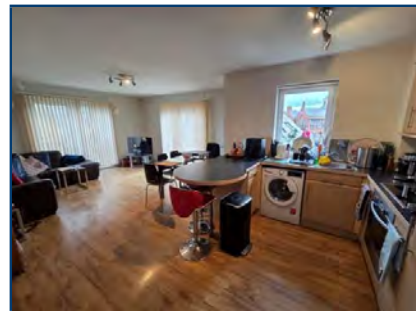
**EPC Rating - C**

**Legal Documents**

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

**Viewings**

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**LOT 14**

**Freehold Residential Investment Opportunity – Five Self Contained Flats**  
\*Guide Price: £360,000 - £380,000 (+Fees)

**86 Orchard Road, Erdington, Birmingham, Birmingham, B24 9JD**



**Property Description:**

A residential investment opportunity comprising of a substantial freehold end terraced former dwelling house of three-storey traditional brick construction, surmounted by a pitched tile-clad roof, long established as a flat conversion and containing five separate self-contained flats offering well maintained accommodation. Each flat benefits from gas or electric heating with separate meters and UPVC double glazed windows.

The property forms part of a popular and established residential area and Orchard Road leads directly off Sutton Road (A5127) and the property is conveniently within approximately 1/3 of a mile from Erdington High Street and 3 miles to the North of Birmingham City Centre with the immediate surrounding area containing a range of good quality family dwelling houses.

**Tenancy Information:**

All flats are let on a shorthold assured tenancies at the following rentals.

- Flat 1: £680 p.c.m.
- Flat 2: Vacant. Proposed rent: £600 p.c.m.
- Flat 3: £670 p.c.m.
- Flat 4: £540 p.c.m.
- Flat 5: £625 p.c.m.

Current total rental income: £2,515 p.c.m. (£30,180 per annum)

Potential Total Income when fully let: £37,380 per annum

**Accommodation:**

**Ground Floor**

Entrance Hall, Reception Hall with Cellar access.

**Flat 1:** Entrance Hall, Door Entry Phone, Open Plan Lounge/Kitchen: 4.36m x 4.34m max with range of modern fitted kitchen units, Bedroom: 3.56m x 2.87m,

Shower Room: 2.37m x 1.32m with glazed shower enclosure, vanity wash basin, wc and radiator.  
Heating: Gas Fired Central Heating

**Flat 5:** Entrance Hall, Open Plan Living Room/Kitchen: 6.3m x 2.84m with a range of fitted kitchen units, Bedroom: 2.89m x 2.8m, Shower Room: 2.99m x 0.9m with shower enclosure, wash basin and wc, Heating: Electric wall heaters

**First Floor:** Stairs and Landing

**Flat 2:** Entrance Hall, Shower Room: 2.01m x 1.29m with glazed shower, vanity wash basin and wc, Bed/Living Room/Kitchen: 5.89m x 2.94m with range of fitted units. Heating: Electric Storage Heaters.

**Flat 3:** Entrance Hall, Kitchen: 3.36m x 1.93m with a range of fitted units, Lounge: 4.3m x 3.59m, Bedroom: 3.51m x 2.94m, Shower Room: 2.4m x 1.35m with glazed shower, vanity wash basin and wc, Heating: Gas Fired Central Heating.

**Second Floor:** Stairs to:

**Flat 4:** Open Plan Lounge/Bedroom: 6.95m x 3.87m max, opening to Kitchen Area: 2.05m x 1.85m, Bathroom: L-shaped: 2.78m x 2.38m max with panel bath, pedestal wash basin and wc, Heating: Gas Fired Central Heating.

**Outside:**

Front: Block paved forecourt providing off road car parking

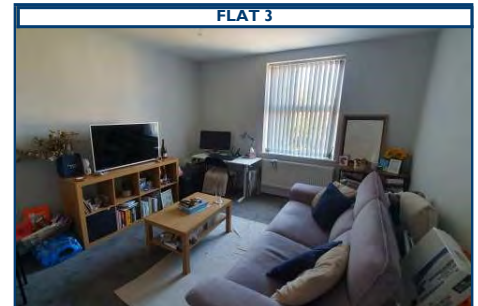
Rear: Yard and good-sized garden with shared pedestrian entry access

**Council Tax:** All Flats are Band A

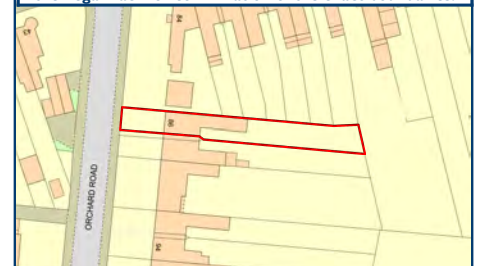
**EPC Rating:** Flat 1: Commissioned, Flat 2: C (70), Flat 3: C (79), Flat 4: C (69), Flat 5: E (42)

**Legal Documents:** Available at [www.cottons.co.uk](http://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 15**

**Freehold Part Built Investment Opportunity – Consent for 2 Shops and 2 Flats**

\*Guide Price: £160,000 - £180,000 (+Fees)

**Mixed Use Development/Investment Property, The Shambles, Wednesbury, WS10 7HD**

**Property Description:**

The substantial three-storey mixed use property of cavity brick construction having been partly developed and has sat dormant for some time, requiring a range of works in order to complete the project and be available for occupation. The property will be of particular interest to investors who on completion of all works will create income streams from four separate units resulting in a valuable mixed use investment. The Shambles is located off Marketplace within the heart of Wednesbury Town Centre which contains a wide range of retail amenities and services and the property is situated adjacent to a public car park which services the local shops and amenities.

**Planning:**

Planning consent was granted by Sandwell MBC on 7th June 2009 (Ref: DC/17/61163) for development of a former public toilets to provide two retail units at ground floor and two upper apartments at first and second floors. It is understood that the planning consent has been activated due to commencement of the development and all interested parties should satisfy themselves, prior to bidding, in respect of the current planning status along with building regulation compliance.

**Proposed Accommodation**

The plans approved with the consent, detailed the following accommodation:

**Ground Floor:**

Retail Unit 1: 31 sq m (333 sq ft)

Retail Unit 2: 26.5 sq m (285 sq ft)

Entrance Hallway with bin store and cycle store with stairs leading to:

**First Floor:** Stairs and Landing

Flat 1: Hallway, Open plan Living Room/Dining Room/Kitchen, Two Bedrooms, Bath/Shower Room.

**Second Floor:** Stairs and Landing

Flat 2: Hallway, Open plan Living Room/Dining Room/Kitchen, Two Bedrooms, Bath/Shower Room.

A copy of the planning consent is available for inspection on Sandwell MBC website quoting Ref: DC/17/61163

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

**Viewings:** Refer to Viewing Schedule Online



Plan for identification only. Refer to the Legal Pack for confirmation of exact boundaries.

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**LOT 16**

**Freehold Investment - Modern Townhouse with Two Bedrooms & Garage**  
\*Guide Price: £160,000 - £169,000 (+Fees)

**21 Buckingham Mews, Sutton Coldfield, West Midlands B73 5PR**

**Property Description:**

A modern mid-terraced townhouse providing well laid out accommodation which includes two bedrooms and benefits from UPVC double glazed windows, gas fired central heating, and a lockup garage located in an adjacent block.

The property is located in a cul de sac, which leads directly off Jockey Road, (A453) and forms part of a popular and highly regarded residential area conveniently within approximately ¾ mile from Sutton Park (Boldmere Gate entrance) and a similar distance from Sutton Coldfield Town Centre, providing access to a wide range of retail amenities, bars and restaurants.

The property is let on an assured shorthold tenancy at a rental of £995 per calendar month (£11,940 per annum).

**Accommodation:**

**Ground Floor:**

Covered Entrance, Reception Hall, Kitchen: 3.04m x 2.19m with range of modern fitted units, Lounge: 6.18m x 3.62m, with patio doors opening to garden.

**First Floor:**

Stairs and Landing, Bedroom One: 3.62m x 2.89m with fitted wardrobe, Bedroom Two: 3.62m x 2.89m with fitted wardrobe, Bathroom with modern suite comprising of a panel bath, glazed shower enclosure, vanity wash basin and wc.

**Outside:**

Lawned fore garden, communal rear garden and lock up garage located in a separate block

**Council Tax:** B

**EPC Rating:** D (63)

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

**Viewings:** Via Cottons

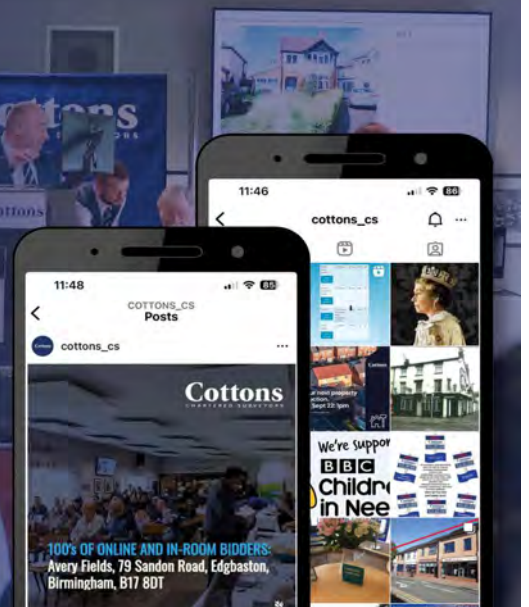


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**LOT 17** Freehold Vacant Grazing Land, Woodland & Access Drive with Potential (8 Acres)  
\*Guide Price: £160,000 - £170,000 (+Fees)

**Grazing Land (8 Acres) off Pool House Road, Wombourne, Staffordshire, WV5 8AY**



**Property Description:**

A parcel of freehold land, irregular in shape, extending to a total area of 8.02 acres (3.24 hectares) and comprising predominantly of pasture, partly wooded to the southern boundary and including a private driveway (subject to rights of way) accessed directly off Pool House Road.

Wombourne comprises of a large village popular with commuters lying approximately 4 miles to the South West of Wolverhampton City Centre and is well served by a variety of amenities including children's nurseries, schools from primary through to secondary along with a wide range of retail amenities, bars and restaurants.

**Planning:**

The current use of the land is duly established for agricultural grazing, however this land and other land parcels adjacent to the site have been identified for potential development within the South

Staffordshire Council/Wombourne Strategic Housing Land Availability Assessment (SHLAA).

Two of these other parcels of land fronting Pool House Road and adjacent to the subject land access track are currently earmarked for development by Lovell Homes and Taylor Wimpey.

The proposed Lovell Homes site was granted planning consent (Ref:24/00477/FULM) on 27/03/2026 for 121 dwellings and is currently being advance marketed as The Orchards being a collection of 2, 3, 4 and 5 bedroom homes.

A planning application for the proposed Taylor Wimpey site, for the construction of 89 residential dwellings was validated on 15/01/2025 (Ref:24/01088/FULM) and a planning decision is awaited.

In addition, the subject site abuts Smestow Brook at its Western boundary, separating the site from Smestow Bridge Industrial Estate.

**Note 1:** The land is held on Land Registry Title No. SF547343

**Note 2:** No previous application have been submitted in respect of the subject site.

**Note 3:** All interested parties' are recommended to conduct their own due diligence prior to bidding, by obtaining any professional, legal and planning advice, in respect of any planning/development potential for the subject land.

**Note 4:** The land is being sold subject to its current use as grazing land and will be subject to an Overage Clause of 25% for a period of 25 years following completion

**Note 5:** The postcode is for identification only

**Legal Documents:**

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

**Viewings:** External Only

## LOT 18

**Oak Court, Harrison Road, Four Oaks, Sutton Coldfield, West Midlands B74 4JL**



### Property Description:

A freehold residential investment opportunity set in approximately 0.27 Acres comprising a two storey property having been formally converted to provide 10 well laid out self-contained flats with communal garden area and residents car parking.

The apartments provide well laid out accommodation with each flat being separately metered and benefiting from UPVC double glazed windows and electric heating.

The development has provided a reliable investment and demand for rented accommodation within the area has remained strong.

The development forms part of a popular and highly regarded residential area and has frontage to both Harrison Road and White Farm Road and is located within approximately 1 miles from Butlers Lane Railway station and 1.5 miles from Mere Green Centre, providing access to a wide range of retail amenities, bars and restaurants.

### Tenancy Information & Accommodation

All apartments are let on Assured Shorthold Tenancies and upon expiry continuing on Statutory Periodic Tenancies.

Prospective purchasers should refer to the Schedule of Tenancies and Accommodation for full details of each apartment.

**Total Current Rental Income £78,540 per annum**

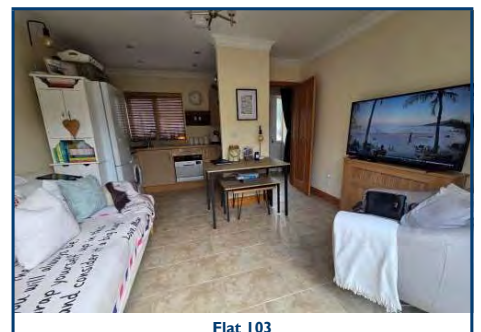
**Council Tax Band** All Apartments are Band B  
**EPC Rating**

97, 99, 103 White Farm Road D,  
95, 101 White Farm Road E,  
12, 14, 16, 18, 20 Harrison Road D

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

**Completion Date:** 56 Days from Exchange of Contracts

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



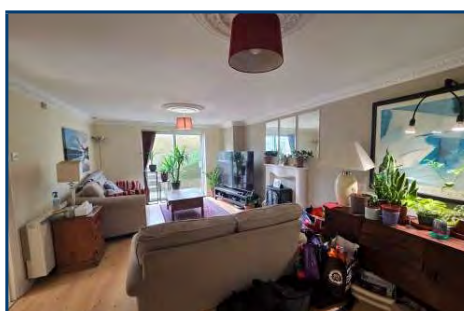
Flat 103



Flat 18



Flat 16



Flat 101



Flat 99

**Freehold Residential Investment- 10 Apartments & Car Parking - Rental Income £78,540 pa**  
\*Guide Price: £850,000 - £900,000 (+Fees)



**SCHEDULE OF TENANCIES AND ACCOMMODATION**

Address	Tenancy Start Date	Monthly Rent	Accommodation	Floor Area (GIA)
12 Harrsion Road	AST dated 10.02.2025	750	1 Bedroom	37.85 sq.m
14 Harrsion Road	AST dated 05.05.2009	525	1 Bedroom	40.31 sq.m
16 Harrsion Road	AST dated 09.08.2014	575	1 Bedroom	35.2 sq.m
18 Harrsion Road	AST dated 30.11.2021	600	1 Bedroom	38.93 sq.m
20 Harrsion Road	AST dated 19.07.2024	750	1 Bedroom	38.98 sq.m
95 White Farm Road	AST dated 15.07.2022	595	1 Bedroom	32.57 sq.m
97 White Farm Road	AST dated 31.05.2024	850	2 Bedroom	43.61 sq.m
99 White Farm Road	AST dated 09.12.2001	600	2 Bedroom	43.78 sq.m
101 White Farm Road	AST dated 20.10.2021	650	1 Bedroom	54.0 sq.m
103 White Farm Road	AST dated 20.03.2020	650	1 Bedroom	29.55 sq.m

**LOT 19**

**Central Chambers, 416 Bearwood Road, Smethwick, West Midlands B66 4EY**



**Property Description:**

A freehold residential investment opportunity comprising a three storey property having been formally converted to provide 6 well planned self-contained flats and residents car parking. ( 3x 1 Bedroom, 2x 2 Bedroom and 1x 3 Bedroom Duplex Flat).

The apartments provide well laid out accommodation with each flat being separately metered and benefitting from UPVC double glazed windows and gas fired central heating and has provided a reliable investment as demand for rented accommodation within the area has remained strong.

The property is located on the junction of Bearwood Road and Reginald Road at the Northern Section of Bearwood Road (A4030) which forms part of the busy Bearwood Shopping Centre surrounded by a densely populated residential catchment

**Tenancy Information :**

All apartments are let on Assured Shorthold Tenancies and upon expiry continuing on Statutory Periodic Tenancies.

**Schedule of Tenancies**

All flats are let on Assured Shorthold Tenancies:

- Flat 1** £750 pcm (£9,000 per annum)
- Flat 2** £650 pcm (£7,800 per annum)
- Flat 3** £750 pcm (£9,000 per annum)
- Flat 4** £800 pcm (£9,600 per annum)
- Flat 5** £725 pcm (£8,700 per annum)
- Flat 6** £935 pcm (£11,220 per annum)
- Total Rental:** £4,610 pcm (£55,320 per annum)

**Accommodation:**

**Ground Floor**

**Flat 1** Entrance Hallway, Lounge (3.72 x 4.38m), Bedroom (3.75 X 4.31m, Kitchen (3.25 x 3.70m) and Bathroom (2.55 x 1.84m).

**Flat 2** Entrance Hallway, Lounge (4.57 x 3.55m), Bedroom (3.95 x 2.34m), Kitchen (3.70 x 2.34m) and Bathroom (1.65 x 1.34m).

**Flat 3** Having Private Entrance, Entrance Hallway, Lounge (3.68 x 2.98m), Kitchen (3.93 x 2.11m) Bedroom 1 (3.97 x 2.28m), Bedroom 2 (3.83 x 2.10m) and Bathroom (1.47 x 2.91).

**First Floor**

**Flat 4** Entrance Hallway, Lounge/Kitchen (5.48 x 3.75m), Bedroom 1 (4.04 x 2.36m), Bedroom 2 (3.74 x 2.39m), and Bathroom (1.84 x 1.43m).

**Flat 5** Entrance Hallway, Lounge (4.96 x 3.76m), Bedroom (3.65 x 2.35m), Kitchen (3.74 x 3.88m) and Bathroom (2.61 x 1.38m).

**Flat 6** Having Entrance Hallway, Lounge (4.39 x 3.74m), Kitchen (4.90 x 3.72m) and Shower room (1.26 x 2.46m), Stairs

**Second Floor**

Bedroom 1 (4.81 x 4.38m), Bedroom 2 (4.19 x 3.60m), Bedroom 3 (3.60 x 3.87m) and Bathroom (1.58 x 2.87m).

**Outside**

Communal parking area accessed off Reginald Road

**Council Tax Band** –All Flats Band A

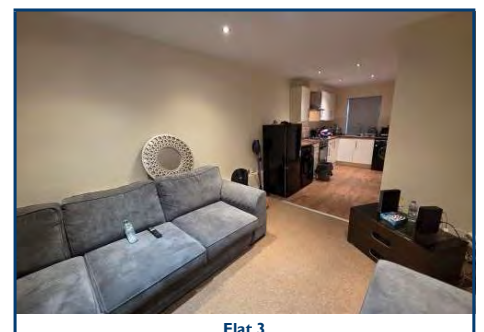
**EPC Rating** – Flat 1, 2: Flats 3,4,5,6: C

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

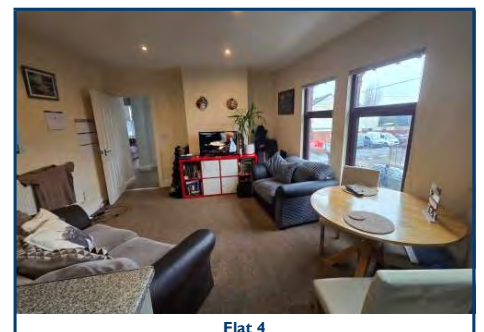
**Viewings** – Please Refer to the video tour and internal photos.



Flat 2



Flat 3



Flat 4

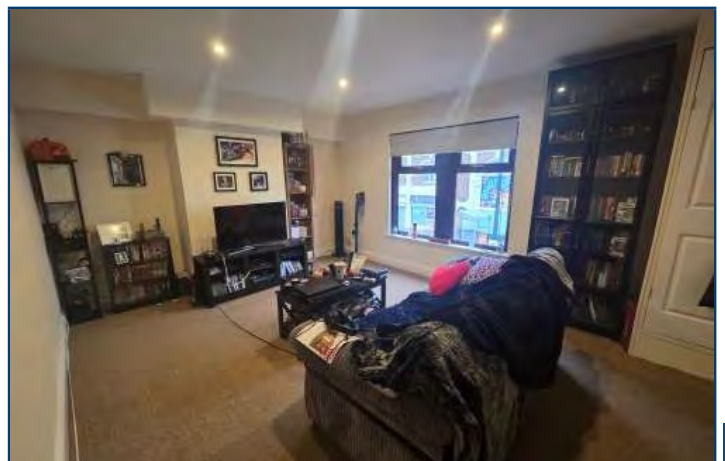
**Freehold Residential Investment- 6 Apartments & Car Parking - Rental Income £55,320 pa**  
\*Guide Price: £620,000 - £660,000 (+Fees)



Flat 6



Flat 6



Flat 5

**LOT 20**

**Two Freehold Ground Rents secured upon Modern Dwelling Houses**  
\*Guide Price: £4,000 - £6,000 (+Fees)

**FGR's, 30 & 32 Roper Way, Dudley, West Midlands DY3 1BG**

**Property Description:**

Two Freehold Ground Rents, secured upon two modern terraced houses of brick outer wall construction with pitched tile clad roofs, located in Roper Way, in a cul de sac and which leads off Marlborough Road, forming part of an established residential area situated approximately 2½ miles from Dudley City Centre.

**Lease Information**

Both properties are subject to a long lease for a term of 99 years which expires on 25th March 2081 (Less than 55 years unexpired), each paying a current Ground Rent of £45.00 per annum.

**Total Current Ground Rent Income:**  
£90.00 per annum.

**Freehold Land Registry Title No.**  
WM434202

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

**Viewings:** Not Applicable.

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



**LOT 21**

**A Freehold Ground Rent secured upon a Semi Detached House**  
\*Guide Price: £15,000 - £18,000 (+Fees)

**FGR, 14 Timothy Road, Tividale, Oldbury, West Midlands B69 1NS**

**Property Description:**

A Freehold Ground Rent, secured upon a traditional semi detached house of brick construction with pitched tile clad roof, located in Timothy Road, being a cul de sac and which leads off Tower Road, forming part of an established residential area situated approximately 1½ miles West of Oldbury Town Centre.

**Lease Information**

This property is subject to a long lease for a term of 99 years which expires on 25th December 2037 (Less than 11 years unexpired), paying a current Ground Rent of £6.50 per annum.

**Freehold Land Registry Title No.**  
WM434206

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

**Viewings:**  
Not Applicable.



**LOT 22**

**A Freehold Ground Rent secured upon an End Terraced House**  
\*Guide Price: £13,000 - £16,000 (+Fees)

**FGR, 70 Titford Road, Oldbury, West Midlands B69 4QD**

**Property Description:**

A Freehold Ground Rent, secured upon a terraced house of brick construction with pitched tile clad roof, located in Titford Road which leads off Wolverhampton Road and forms part of an established residential area situated approximately 2 miles to the East of Rowley Regis, 3 miles to the West of Smethwick and 1 mile to the South of Oldbury.

**Lease Information**

This property is subject to a long lease for a term of 99 years which expires on 22nd March 2038 (Less than 12 years unexpired), paying a current Ground Rent of £10.00 per annum.

**Freehold Land Registry Title No.**  
MM109207

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

**Viewings:**  
Not Applicable.



**LOT 23**

**Freehold Investment - End Terraced Shop with Ancillary Accommodation**

\*Guide Price: £105,000 - £115,000 (+Fees)

**200 Hednesford Road, Heath Hayes, Cannock, Staffordshire WS12 3DZ**

**Property Description:**

A double fronted retail shop originally comprising of two separate properties which have been combined as one over the years to comprise the existing double shop unit with ancillary accommodation.

The property stands in a mixed residential/commercial area convenient for local shops and within easy driving distance of the surrounding towns of Cannock and Hednesford together with the City of Lichfield. The surrounding towns provide a comprehensive range of leisure, retail, educational and transport facilities including railway stations.

**Tenancy Information**

The property is occupied by a commercial tenant at a rent of £3,600 pa. The Vendor advises the tenant has been in occupation for approximately 15 years and that the rent has not been increased since then. The auctioneers have not seen documentary evidence as to the rent. The property is only partly utilised by the tenant and may have development potential if a prospective purchaser negotiates with the tenant to surrender of the First Floor accommodation.

**Accommodation:**

**Ground Floor:**

Shop Unit: 8.1m x 3.4m max, Kitchen: 3.3m x 1.8m, Side Entrance, Lobby/Room: 2.2m x 3.1m, Toilet: 2.2m x 1.5m, Store Room: 3.6m x 4.1m.

**First Floor:**

Stairs and Landing, Room One: 3.44m x 3.7m, Room Two: 2.5m x 2.19m, Bathroom: 1.45m x 3.6m

**Outside:**

Small open forecourt, enclosed rear garden and right of way over the adjacent number 200a to the rear of the property.

**Rateable Value:** £4,750 (From 1st April 2026)

**EPC Rating:** Commissioned

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

**Viewings:** Thursday 2nd, 9th and 16th April and Tuesday 14th April at 11:00am



**--- Legal Documents Online ---**



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

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

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**LOT 24**

**Freehold Vacant Semi Detached House with Two Bedrooms**  
\*Guide Price: £72,000 - £78,000 (+Fees)

**200A Hednesford Road, Heath Hayes, Cannock, Staffordshire WS12 3DZ**

**Property Description:**

A traditional semi-detached house of two-storey brick construction with rendered elevations surmounted by a tile clad roof and benefitting from being predominantly double glazed and gas fired central heating (not tested)

The property stands in a mixed residential/commercial area, convenient for local shops and within easy driving distance of the surrounding towns of Cannock and Hednesford together with the City of Lichfield. The surrounding towns provide a comprehensive range of leisure, retail, educational and transport facilities including railway stations.

**Accommodation:**

**Ground Floor:**

Side Entrance Hall, Lounge: 3.3m x 3.99m, Dining Room: 3.84m x 3.2m, Kitchen: 3.3m x 2.46m.

**First Floor:**

Stairs and Landing, Bedroom One: 3.3m x 3.1m, Bedroom Two: 3.2m x 3.8m, Bathroom: 2.4m x 3.3m.

**Outside:**

Open fore court with drop kerb providing off road parking, small rear garden and two built on stores.

**Council Tax Band:** A (Cannock Chase District Council)

**EPC Rating:** E (52)

**Legal Documents:**

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

**Viewings:** Thursday 2nd, 9th and 16th April and Tuesday 14th April at 11:00am



**Boot&Son**  
Chartered Surveyors Est 1919

**LOT 25**

**Freehold Vacant Building Plot**  
\*Guide Price: £75,000 - £85,000 (+Fees)

**Building Plot, 1 Boston Close, Heath Hayes, Cannock, Staffordshire WS12 2SN**

**Property Description:**

A good sized building plot, roughly rectangular in shape and suitable for the erection of one detached dwelling having planning consent in principle granted by Cannock Chase District Council under application number CH/24/134.

Boston Close is an established residential cul-de-sac which is within easy walking distance of shops and other amenities on Hednesford Road and Heath Hayes is a popular residential location, conveniently located for ease of access to the surrounding towns of

Hednesford and Cannock, together with Cannock Chase. Both Cannock and Hednesford offer a good range of educational, leisure, retail and transport facilities including a railway station.

**Site Details:**

The site is roughly rectangular in shape sloping downwards gently from front to back and has the approximate following dimensions:

Width 14m (45ft 11")

Depth 21.5m (70ft 6").

Site area: 321sq.m (3,455 sq.ft) approx.

**Legal Documents:**

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

**Viewings:** External Only



**Boot&Son**  
Chartered Surveyors Est 1919



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

**LOT 26**

**Two Freehold Building Plots - Consent for Two Detached Bungalows.**  
\*Guide Price: £350,000 - £370,000 (+Fees)

**53 Hatherton Road, Cannock, Staffordshire WS11 1HG**

**Property Description:**

Two Freehold Building Plots having planning consent for the erection of Two Detached Bungalows and situated immediately to the rear of 53 Hatherton Road, Cannock on a gently sloping site within one of towns most favoured and sought after residential areas. The plots are conveniently located for ease of access to Cannock town centre which provides a good range of leisure, retail, educational and transport facilities including Cannock railway station providing direct service to Birmingham and the M6, M6 Toll and M54 motorways are within a short driving distance. The site is irregular in shape and slopes gently up from front to back with a total site area of 1,152m<sup>2</sup> or thereabouts.

**Planning:**

Planning permission was granted by Cannock Chase District Council (Ref: CH/25/0240) on the 12th January 2026 for the erection of two similar detached bungalows with proposed accommodation comprising:

**Plot 1** - Entrance Hall, Master Bedroom with Ensuite, Bedroom Two, Bathroom, Open Plan Living/Dining/Kitchen Area with Utility Room off.  
GIA 104.19m<sup>2</sup> or thereabouts.

**Plot 2** - Entrance Hall, Master Bedroom with Ensuite, Bedroom Two, Bathroom, Open Plan Living/Dining/Kitchen Area with Utility Room off.  
GIA 97.91m<sup>2</sup> or thereabouts.

**Outside** – Each bungalow will have the benefit of an enclosed rear garden, garage and two further off road parking spaces.

**Services** – It is understood that all main services are available in Hatherton Road and prospective purchasers should satisfy themselves as to the cost and feasibility of connection.

**Legal Documents:**

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

**Viewings:**

Block Viewings on Thursday 2nd, 9th and 16th April and Tuesday 14th April at 10:00am



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**LOT 27**

**Freehold Vacant Garage/Stables - Consent for a Three Bedroom House.**  
\*Guide Price: £230,000 - £240,000 (+Fees)

**Former Garages/Stables/Yard (Plot 4), 123 New Penkridge Road, Cannock, Staffs, WS11 1HN**



**Property Description:**

A unique redevelopment opportunity comprising a most attractive and substantially detached building (linked only to a domestic garage) consisting of former stables, garaging and courtyard, together with good sized enclosed rear garden and benefitting from planning consent to convert the property to a three bedroom dwelling house.

The property is situated within the grounds of a prestigious and iconic period manor house known as Rokholt, located in a most sought after and desirable residential area, located half a mile to the west of Cannock Town Centre providing access to a wide range of retail amenities along with Cannock railway station which provides access to Birmingham.

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

**Planning:**

Planning Permission was granted by Cannock Chase District Council on 17th January 2025 under application number CH/24/093 for the conversion of the existing premises to a three bedroom dwelling house.

The planning consent referred to (Ref: CH/24/093) relates to an overall consent for the development of the whole Rokholt site which included a total of six separate dwellings of which the subject plot (Plot 4) is only one part of the scheme. All interested parties should inspect the full planning documents available on Cannock Chase District Council website and satisfy themselves in respect of all matters.

**Existing Accommodation:** (approximate dimensions only)

**Ground Floor:** Garage: 2.88m x 4.3m, Lobby/Store: 1.3m x 2.9m, Store Room One: 2.9m x 3.3m, Store Room Two: 5.5m x 5.1m and 1.17m x 3m, Stables: 5.5m x 2.3m

**First Floor:** Loft over garaging: 2.88m x 4.3m  
**Outside:** Enclosed stable yard and rear garden

**Proposed Accommodation**

**Ground floor:** Entrance Hall with staircase to upper floor, Lounge, Kitchen and combined Dining Room, Rear Hall with access to Family Bathroom and Bedroom Three.

**First floor:** Stairs and Landing, Master Bedroom with Ensuite Bathroom, Bedroom Two with Ensuite Shower Room.

**Outside:** enclosed courtyard providing off road parking and good sized rear garden.

**Rights of way:** Please refer to legal pack.

**EPC Rating:** Not Applicable

**Council Tax Band:** To be assessed on completion of the development

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

**Viewings:** Block Viewings are arranged for the following dates & times (Please arrive promptly)  
Thursday 2nd April - 11:00am,  
Thursday 9th April - 11:00am,  
Thursday 16th April - 11:00am,  
Tuesday 14th April - 11:00am

**Important Note:**

**Anyone attending the property to view, please do not enter onto the site until directed by a representative of the auctioneers. Please park on the public highway, so long as it is legal and safe to do so. Please do not attempt to view the property, other than at the appointed viewing times.**



**LOT 28**

**Freehold Vacant Detached Farmhouse Requiring Renovation (0.46 Acres)**  
\*Guide Price: £390,000 - £420,000 (+Fees)

**Black Lees Farm, Wolverhampton Road, Shareshill, Wolverhampton, West Mids, WV10 7LY**



**Property Description:**

A substantial three storey double fronted detached former farmhouse of traditional brick, render and tile construction, standing within a good sized plot comprising large front garden, rear garden, driveway and ample room for the erection of a garage (subject to Planning Permission). The property provides extensive family accommodation which includes 6 Bedrooms and the total site area extends to 1866 m<sup>2</sup> (0.46 acres) or thereabouts.

The property is prominently located and standing on the junction of Warstone Road and Wolverhampton Road, and being convenient for access to the M6 motorway at Junction 11 and lying approximately 20 miles north of Birmingham, 4.5 miles south of Cannock and 8 miles north of Wolverhampton.

**Accommodation:**

**Ground Floor:**

Central Entrance Hall: 2.5m x 3.4m, Lounge: 4.5m x 4.3m with Inglenook, Dining Room: 3.9m x 4.7m, Breakfast Room: 3.07m x 4.2m, Kitchen: 2.26m x 4.3m, Rear Entrance Lobby, Laundry Room: 2.1m x 2.4m, Wet Room: 1.5m x 3.5m.

**First Floor:**

Stairs and Landing, Bedroom One: 3.6m x 4.7m, Bedroom Two: 2.45m x 2.2m, Bedroom Three: 3.9m x 4.7m, Bedroom Four: 3.9m x 2.5m with access to Bathroom with bath, WC and wash hand basin.

**Second Floor:**

Stairs and Landing: 2.42m x 3.6m, Bedroom Five: 4m x 4.7m, Bedroom Six: 4.5m x 4.8m.

**Outside:** Extensive lawned front garden, rear garden, driveway from Wolverhampton Road providing ample room for the erection of a garage (Subject to Planning Permission)

**Council Tax Band:** F

**EPC Rating:** D (63)

**Legal Documents:**

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

**Viewings:**

Block viewings available on Thursday 2nd, 9th and 16th April and Tuesday 14th April at 11:00am



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



**LOT 29**

**Freehold Vacant Detached Bungalow with Two Bedrooms**  
\*Guide Price: £160,000 - £175,000 (+Fees)

**182 High Street, Chasetown, Burntwood, Staffordshire, WS7 3XH**



**Property Description:**

A traditional detached bungalow of rendered brick construction, surmounted by a hipped slate clad roof set back from the road behind a tarmacadamed forecourt which provides off road car parking. The property provides well laid out of accommodation benefitting from UPVC double glazed windows and gas-fired central heating, but requires some cosmetic improvement and modernization throughout.

The property forms part of the popular commuter town of Burntwood, which is located approximately 4 miles to the East of Cannock Town Centre and approximately 1 mile to the North of the M6 toll motorway providing access to the Midlands motorway network.

**Accommodation:**

**Ground Floor:**

Reception Hall, Utility Room/Store: 1.70m x 1.27m, Rear Entrance Porch, Lounge: 3.61m x 3.58m plus bay window, Inner Hallway, Dining Kitchen: 3.74m x 3.20m with range of modern fitted units, Bath/Shower Room: 2.95m x 2.32m with panel bath, glazed shower enclosure, pedestal wash basin and wc, Bedroom One: 3.61m x 3.45m, Bedroom Two: 3.64m x 3.50m.

**Outside:**

Front: Paved fore court providing off road car parking  
Rear: Garden

**Council Tax: D**

**EPC Rating: E (54)**

**Legal Documents:**

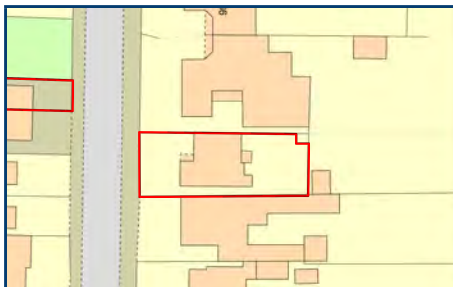
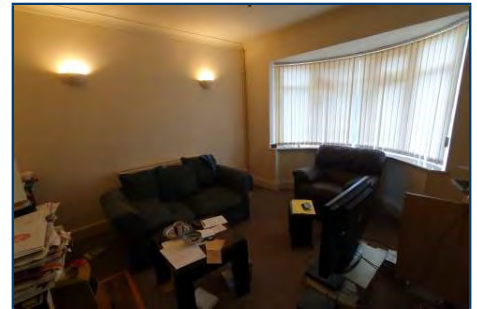
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

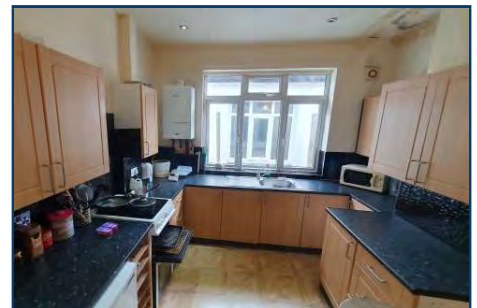
Refer to viewing schedule online.

**Note:**

A new front boundary fence will be installed prior to completion between 182 & 184 High Street.



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



**LOT 30**

**Freehold Investment - Two Bedroom Mid-Terraced Property**  
\*Guide Price: £90,000 - £100,000 (+Fees)

**27 Tamerton Road, Bartley Green, Birmingham, West Midlands B32 3HF**

**Property Description:**

A mid-terraced house of non traditional construction surmounted by a pitched tile clad roof benefitting from double glazed windows and gas fired central heating and set back from the road behind a lawned foregarden. Tamerton Road forms part of a residential estate and is located via Modbury Avenue off Jiggins Lane which in turn leads of Stonehouse Lane. The property is currently let on an Assured Shorthold Tenancy at a rental of £575 pcm (£6,900 per annum).

**Accommodation:**

**Ground Floor** Entrance Porch, Reception Hall, Through Lounge: (6.39x3.65m), Kitchen: (3.18x2.72m)

**First Floor** Landing, Bedroom 1: (2.79x5.21m), Bedroom 2: (3.53x3.92m), Shower Room with shower cubicle, wash basin and WC

**Outside:**

**Front:** Lawned foregarden with shared entry access to rear  
**Rear:** Brick built store and lawed garden

**Council Tax Band – A**  
**EPC Rating – E**

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

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



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**LOT 31**

**Freehold Investment - Retail Shop with Flat Above**  
\*Guide Price: £175,000 - £195,000 (+Fees)

**31 Langley High Street, Oldbury, Sandwell B69 4SN**

**Property Description:**

A mid terrace property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground fast food takeaway currently trading as Spice Box and a first floor one bedroom flat. The property is located in a popular high street directly opposite Langley Park within a parade of shops that supply a variety of retail shops and restaurants. Langley High Street is located off Broad Street and Langley Green Road and the property is approximately within half a miles distance to Junction 2 of the M5 Motorway. The property is currently let on a 5 year lease from 1/11/2024 at a rental of £500 pcm (£6,000 per annum).

**Accommodation:**

**Ground Floor:**

Serving Area (4.80 x 3.92), Kitchen (4.09 x 2.99m), Preparation Room (3.34 x 2.32m).

**First Floor Flat**

Access via the Rear

Kitchen (1.49 x 2.57m), Lounge (4.57 x 2.68m) Bedroom 1 (3.65 x 1.81m)

Bedroom 2, partitioned off from the kitchen (1.68 x 2.66m), Bathroom (2.40 x 1.94m) having bath, wash basin and wc.

**Outside:**

**Rear:** Yard area with shed accessed via the rear of the property or side entrance.

**Council Tax Band** – Flat - A

**EPC Ratings** – Retail Shop - E, Flat - E

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 22



**LOT 32**

**Freehold Part Vacant/Investment - Retail Shop with Flat Above**  
\*Guide Price: £175,000 - £195,000 (+Fees)

**29 Langley High Street, Oldbury, West Midlands B69 4SN**

**Property Description:**

A mid terrace property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail unit previously trading as premier cars and a first floor one bedroom flat. The property is located in a popular high street directly opposite Langley Park within a parade of shops that supply a variety of retail shops and restaurants. Langley High Street is located off Broad Street and Langley Green Road and the property is approximately within half a miles distance to Junction 2 of the M5 Motorway. The first floor flat is currently let on an AST producing £500 pcm (£6,000 pa).

**Accommodation:**

**Ground Floor:** Retail Area (4.88 x 3.97m), Inner Hallway with access to first floor flat, WC (2.05 x 1.21m), Kitchen (3.00 x 3.99m max), Stairs

**First Floor Flat** Kitchen (3.91 x 1.84m), Lounge (4.57 x 2.67m), Bedroom (4.21 x 2.63m) and Bathroom (2.46 x 1.98m) having bath, wash basin and wc.

**Outside:**

**Rear:** Yard area with brick built workshop accessed via the rear of the property or side entrance.

**Council Tax Band** – Flat A

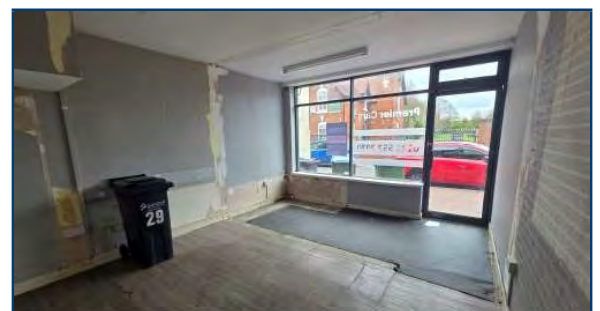
**EPC Rating** – Retail Shop - E

**Legal Documents**

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**Viewings**

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## LOT 33

**Freehold Investment - Two Self Contained Flats and HMO (Rental: £41,700 p.a.)**  
 \*Guide Price: £400,000 - £440,000 (+Fees)

**324 Gillott Road, Edgbaston, Birmingham, West Midlands, B16 0RS**



### Property Description:

A substantial three storey semi-detached property set back from the road behind a walled foregarden and surmounted by a tiled roof. The property currently provides two ground floor self contained flats and four letting rooms with communal kitchen/lounge and bathroom to the first and second floors. The property benefits from having Off road parking, UPVC double glazing and gas fired central heating. The property is of traditional brick construction with pitched tile clad roof having accommodation laid out over three floors and forms part of an established residential area containing a wide range of private dwelling houses, flat and houses in multiple occupation. The property is situated close to the junction with Rotton Park Road conveniently within a short walk from Edgbaston Reservoir and within approximately one mile from Bearwood High Street and two miles to the West of Birmingham City Centre.

### Tenancy Information

All flats and rooms are currently let on Assured Shorthold Tenancies and we understand from the current owner a recent rent review has not been carried out.

Flat 1: £750 pcm (£9,000 pa).

Flat 2: £700 pcm (£8,400 pa).

First & Second Floor HMO

Room 1: £500 pcm (£6,000 pa).

Room 1: £500 pcm (£6,000 pa).

Room 1: £575 pcm (£6,900 pa).

Room 1: £450 pcm (£5,400 pa).

**Total Rental Income: £3,450 pcm (£41,700 pa).**

### Ground Floor

Communal Entrance with Reception Hall containing separate gas and electricity meters,

**Flat 1:** Lounge (5.45 x 3.42m), Kitchen: (2.77 x 2.30m), Bedroom: (5.29 x 3.82m), Shower Room having shower cubicle, wash basin and WC: (1.29 x 1.91m), Inner Hall (3.06 x 1.73m).

### Flat 3: Rear access via the side entrance

Lounge: (4.38 x 3.06m), Kitchen: (3.06 x 2.14m), Bedroom: (3.18 x 3.62m), Shower Room having shower, wash basin and WC (0.97 x 2.19m)

### First Floor

Flat 2: (Currently used as a HMO) Lounge (4.28 x 3.09m), Kitchen (2.09 x 1.97m), Bathroom with bath and wash basin (2.02 x 2.39m), Separate WC (1.58 x 1.04m), Bedroom 1 (4.54 x 3.44m), Bedroom 2 (5.36 x 5.08m).

### Second Floor

Landing, Bedroom 3 (5.44 x 4.38m), Bedroom 4 (3.59 x 4.62m).

### Outside:

**Front:** Paved foregarden allowing for off road parking with side access to rear

**Rear:** Garden

### Council Tax Bands:

Flats 1 & 3 - A

Flat 2 HMO - B

### EPC

Flat 1 Commissioned (Refer to Legal Pack)

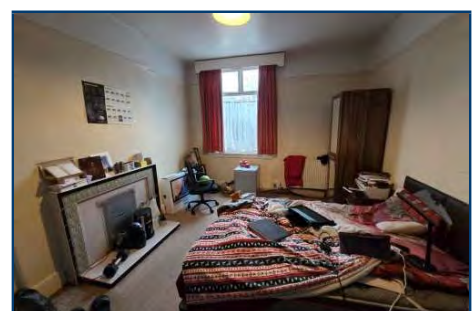
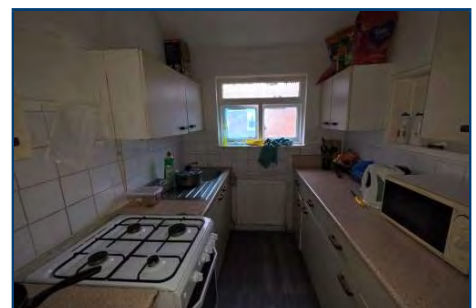
Flat 2 - B

Flat 3 - D

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

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

Rear Flat



**LOT 34**

**Freehold Semi-Detached House with Three Double Bedrooms**

\*Guide Price: £220,000 - £240,000 (+Fees)

**347 Rednal Road, Kings Norton, Birmingham, West Midlands B38 8EE**

**Property Description:**

A traditional spacious two storey semi-detached house of traditional brick wall construction surmounted by a pitched tile clad roof providing well laid out accommodation and in need of refurbishment and modernisation throughout, but with significant scope to improve and extend, subject to planning consent.

The property is conveniently situated approximately 0.9 miles from Kings Norton Green, 1.1 miles from Kings Heath High Street, 3.8 miles from Junction 3 of the M42, 3.9 miles from Solihull Town Centre and 4.8 miles from Birmingham City Centre.

**Accommodation:**

**Ground Floor**

Porch, Hallway, Front Reception Room: 4.28m into bay x 3.5m, Rear Reception Room: 4.08m x 3.48m, Kitchen: 3.16m x 2.82m, Integral Garage.

**First Floor**

Stairs and landing, Bedroom One: 4.1m x 3.47m, Bedroom Two: 3.48m x 3.42m excluding bay, Bedroom Three ('L' Shaped): 4.27m max x 4.25m which may have scope for subdivision to create four bedrooms, Bathroom and Separate WC.

**Outside**

Front – Driveway.  
Rear – Garden with dilapidated adjacent outbuilding.

**Council Tax Band: C**

**EPC Rating: G**

**Legal Documents:**

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



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**LOT 35**

**Leasehold Investment - Modern City Centre Apartment with Two Bedrooms**

\*Guide Price: £160,000 - £180,000 (+Fees)

**By instruction of the Joint LPA Receivers**

**Apartment 103, The Quadrant, 150 Sand Pits, Birmingham, West Midlands, B1 3RJ**



**Property Description:**

A presentable and well laid out modern apartment forming part of the purpose-built Quadrant development located fronting Sandpits (B4135) between the junctions of Summerhill Street and Nelson Street within the City Centre and having convenient access to the Jewellery Quarter, Brindley Place, the Central Business District in Colmore Row and the Bullring Shopping Centre.

The property is situated on the first floor and provides well laid out accommodation, benefitting from two bedrooms, two shower rooms, electric heating, double glazed windows and lift access with security door entry system.

The property is currently rented on an assured shorthold tenancy at a rental of £1,300 per calendar month (£15,600 per annum).

**Accommodation:**

**Ground Floor:**

Communal Entrance with Security Door Entry System and lift access to:

**First Floor**

Communal Landing.

**Apartment 103**

Reception Hall with Video Door Entry System and Store, Open Plan Lounge/Dining/Kitchen Area: 6.71m x 3.82m with range of fitted units having integrated appliances with French Doors to Private Balcony. Bedroom One: 5.31m x 3.13m with built in wardrobe and including Ensuite Shower Room with glazed shower, wash basin and wc, Bedroom Two: 5.15m x 3.00m with built in wardrobe, Bathroom: 2.05m x 1.69m with panel bath having shower over, vanity wash basin and wc,

**Outside:**

Communal Garden/Patio areas

**Leasehold Information:**

Lease Term: 150 years commencing on 1 January 2020 and to and including 31 December 2169  
Ground Rent: Refer to Legal Documents  
Service Charge: £2,395.04 per annum

**Council Tax:** A

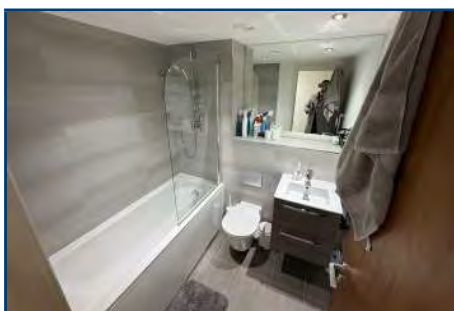
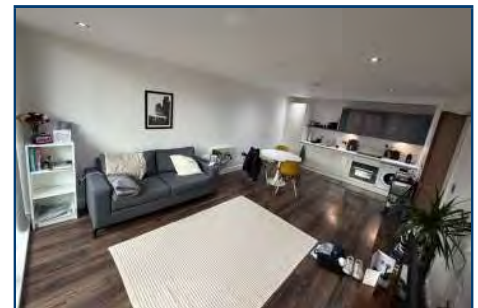
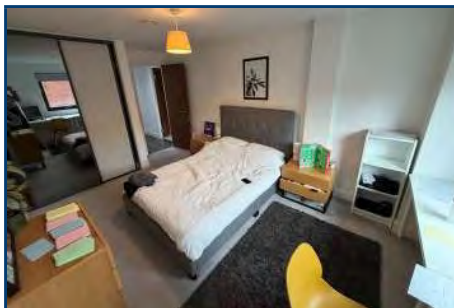
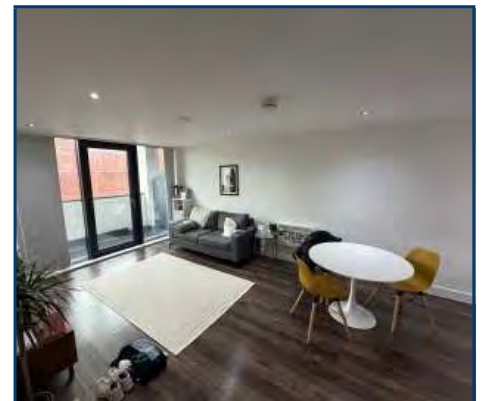
**EPC Rating:** E (50)

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



**LOT 36**

**Freehold Vacant Retail Shop with Flat Above**  
\*Guide Price: £210,000 - £230,000 (+Fees)

**329 Shaftmoor Lane, Hall Green, Birmingham, B28 8SJ**

**Property Description:**

A mid terrace property of brick construction surmounted by a tiled roof directly set back from the road behind a forecourt allowing for off road parking. The property consists of a ground floor retail unit and a first floor one bedroom flat. Shaftmoor Lane forms part of the popular Hall Green residential suburb and the property is located close to the junction with Russell Road. Shaftmoor lane is located off Stratford Road (A34) which provides a wide range of shops and amenities.

**Accommodation:**

**Ground Floor:**

Retail Area (7.50 x 4.38m), Rear Store Area (2.71 x 5.17m), Kitchen (1.94 x 2.75m), Store Area 2 (6.88 x 1.52m).

**First Floor Flat**

Lounge (4.52 x 3.43m) and Bedroom (3.75 x 2.65m), Kitchen (2.74 x 3.22), Shower Room (1.76 x 2.31) having shower room, wash basin and wc.

**Outside:**

**Front:** Forecourt.

**Rear:** Yard area with brick built store and pedestrian access off Russell Road

**EPC Rating** – Retail Shop - D

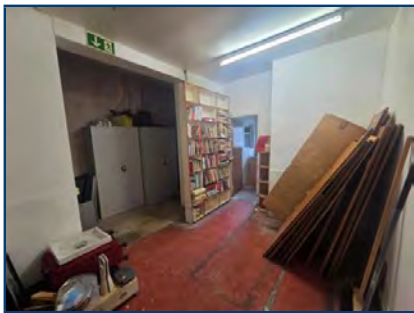
**Council Tax Band** – Flat - A

**Legal Documents**

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

**Viewings**

Via Cottons – 0121 247 2233



**LOT 37**

**Freehold Vacant Semi-Detached House**  
\*Guide Price: £155,000 - £175,000 (+Fees)

**131 Victoria Road, Stechford, Birmingham, West Midlands B33 8AN**

**Property Description:**

A two bedroom semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway allowing for off road parking for numerous vehicles. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Victoria Road close to the junction with Mary Road. The property is within approximately ¼ of a mile distance from Stechford Railway Station and Stechford Retail Park

**Accommodation:**

**Ground Floor**

Entrance Porch, Lounge: (3.8x4.9m), Kitchen/Diner: (3.8x3m), Stairs

**First Floor**

Landing, Bedroom 1: (3.8x3m), Bedroom 2: (3.8x2m), Bathroom having panelled bath with shower over, wash basin and WC: (2.8x1.4m)

**Outside:**

**Front:** Lawned foregarden and driveway

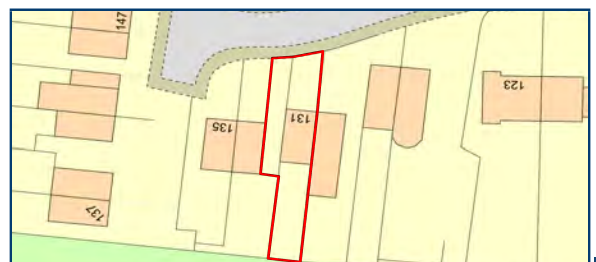
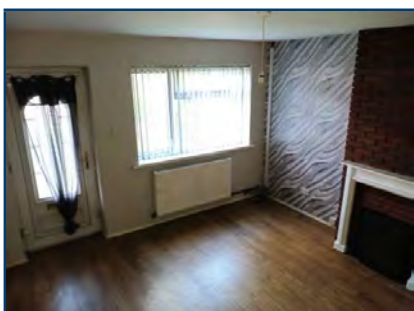
**Rear:** Lawned garden

**Council Tax Band** – B

**EPC Rating** – C

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

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



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

**LOT 38** Freehold Residential Investment - 7 Bedroom HMO (Rental £46,860 per annum)  
\*Guide Price: £350,000 - £380,000 (+Fees)

18 Barnsley Road, Edgbaston, Birmingham, West Midlands, B17 8ED



**Property Description:**

A three storey semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. The property is currently being used as a House in Multiple Occupation (HMO) providing seven lettable rooms (Licence Reference R20390) all of the rooms are currently let on Assured Shorthold Tenancy Agreements providing a rental income of £46,860 per annum. A schedule of Tenancies are detailed below. Barnsley Road is located between Sandon Road and Hagley Road (A456) and the property is within approximately 1 1/2 miles distant from Birmingham City Centre and within walking distance to Bearwood High Street.

**Schedule of Tenancies**

- Room 1 - £550 pcm (£6,600 per annum)
- Room 1 - £565 pcm (£6,780 per annum)
- Room 3 - £575 pcm (£6,900 per annum)
- Room 4 - £530 pcm (£6,360 per annum)
- Room 5 - £615 pcm (£7,380 per annum)
- Room 6 - £495 pcm (£5,940 per annum)
- Room 7 - £575 pcm (£6,900 per annum)

Total current income £46,860 per annum

**Accommodation:**

**Ground Floor**

Entrance Hallway, Bedroom 1: (4.29 (14.1max) x 4.70m), Bedroom 2: (4.25x4.19m), Lounge: (3.96x3.16m), Kitchen/Diner: (7.18x3.11m), Shower Room: (1.15x1.10m)

**First Floor**

Bedroom 3: (3.70x5.91m), Bedroom 4: (4.27x3.86m), Bedroom 5: (4.49x3.17m), Shower Room having shower cubicle, wash basin and WC: (1.84x2.10m), Separate WC

**Second Floor**

Bedroom 6: (3.32x3.16m), Landing, Bedroom 7: (4.01x5.76m)

**Outside:**

**Front:**Walled foregarden

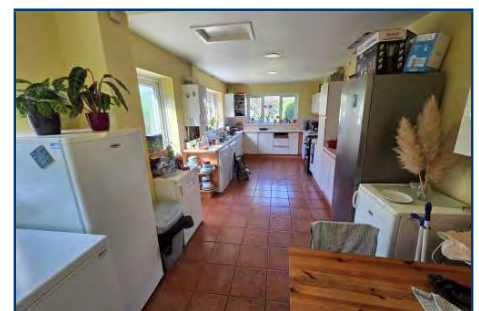
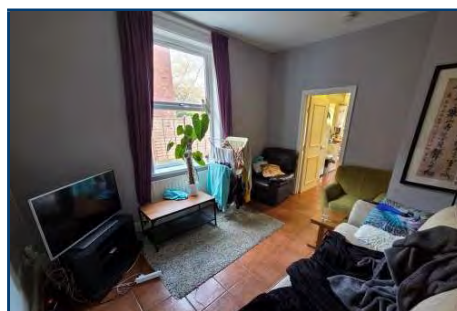
**Rear:** Garden

**Council Tax Band – E**

**EPC Rating – D**

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

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



**LOT 39**

**Freehold Vacant Warehouse/Retail Premises with Redevelopment Potential**  
\*Guide Price: £200,000 - £230,000 (+Fees)

**1 Freer Street, Walsall, West Midlands, WSI 1QD**



Note: The Car Park is Not Included in the sale

**Property Description:**

An attractive three-storey Victorian warehouse premises of brick construction, more recently used for retail, providing potential for redevelopment to residential apartments subject to obtaining planning consent. The property provides extensive accommodation over three floors and in addition includes a basement and a rear single-storey warehouse/workshop premises.

The property is situated in the north-eastern section of Freer Street, close to its junction with Bridge Street and forms part of Walsall Town Centre, bring within walking distance to a wide variety of retail amenities bars and restaurants.

**Planning:**

The property abuts at the rear, premises known as 28 Bridge Street (to be offered as a separate lot) and a combined application (Ref:24/0188) was submitted to Walsall Council on 30th January 2024, for redevelopment to form twelve 1 and 2 bedroom apartments.

The Architects drawings in relation to 1 Freer Street proposed the development of basement, ground, first and second floors along with rear warehouse to form 9 separate apartments with enclosed yard (amenity space) and it is noted that following consultation with various local government departments (Highways etc) that the application generally received support/no negative comments in relation to the redevelopment of 1 Freer Street.

The status of the application on Walsall MBC website is 'Under Consultation and Assessment' and all interested parties should satisfy themselves in respect of development potential prior to bidding.

**Accommodationj**

**Ground Floor:**

Reception Hall Large Room, Rear Warehouse Unit

**First Floor:**

Stairs and Landing, Kitchen and Toilet, Large Room, Mezzanine Floor

**Second Floor:**

Five separate rooms with internal corridor

**Basement:** - Not Inspected

**Gross Internal Area:**

Ground Floor: 299.92 sq m (3,228 sq ft)

First Floor: 142.13 sq m (1,530 sq ft)

Second Floor: 142.34 sq m (1,532 sq ft)

**Total Gross Internal Area: 584.39 sq m (6,290 sq ft) plus basement**

**EPC Rating:** D (98)

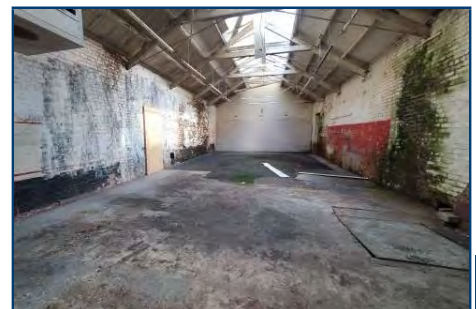
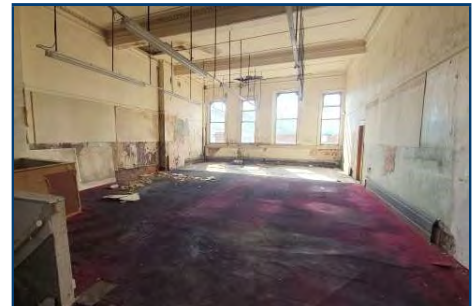
**Legal Documents:**

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



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

**Viewings:** Refer to viewing schedule online.



**LOT 40**

**Freehold Part Vacant Mixed-Use Property with Investment Potential**  
\*Guide Price: £180,000 - £195,000 (+Fees)

**28 Bridge Street, Walsall, West Midlands, WS1 1HR**



**Property Description:**

A mixed-use investment opportunity, comprising of a traditional built, two-storey premises, having ground floor office/retail accommodation along with separate access off Bridge Street to three self-contained flats located to the first floor.

The Property is situated on Bridge Street close to the junction of Freer Street and Lichfield Street and forms part of Walsall Town Centre, being within approximately 200 metres from a wide range of retail bars and restaurants. The ground floor premises is suitable for a variety of retail or office uses, whilst the first floor is approached via an attractive, period, style, hall, stairs and landing. All flats provide well laid out accommodation and benefit from separate metres and electric heating.

**Planning**

We are advised that the conversion of the first floor flats was carried out informally and without planning consent and all interested parties should satisfy themselves prior to bidding in relation to the current planning status.

The property itself directly abuts 1 Freer Street to the rear (to be offered for sale as a separate lot) and is subject to a planning application. (Ref: 24/0188) submitted to Walsall Council on 30 January 2024 for the redevelopment of twelve 1 and 2 bedroom apartments at 1 Freer street and 28 Bridge Street, along with retention of retail use to the ground floor of 28 Bridge Street. This application remains under consultation and assessment.



**Tenancy Information:**

Retail/office unit: Vacant,

**First Floor:**

Flat 1: Vacant

Flat 2: Vacant

Flat 3: Let on an assured shorthold tenancy at a rental of £500 per calendar month (£6,000 per annum)

**Accommodation**

**Ground Floor:**

Retail shop/Office, Rectangular Premises having roller shutter protection at the front sub-divided by stud partitions to form reception office, corridor. 6 separate offices, kitchen and toilet with wc and wash basin

Gross Internal Area, 133.24 sq m (1,434 sq ft)

**Flat Accommodation:**

Communal Entrance Hall, Reception Hall with cellar access (not inspected), Internal corridor/bin store, impressive staircase and landing to first floor:

**Flat One:** Reception Hall, Open Plan Living Room/Kitchen: 8.92m x 3.59 m, panelled walls, range of modern fitted kitchen units, Bedroom One: 3.47m x 2.75m, Bedroom Two: 4.11m x 3.68m max, Shower Room: 2.24m x 1.99m with modern suite having glazed shower enclosure, vanity wash basin and wc,

**Flat Two:** Entrance Hall, Open Plan, Living Room/Kitchen: 7.21m x 3.22m max with range of kitchen units, Inner Hallway, Bedroom: 4.56m x 3.87m, Shower Room 3.44m x 1.47m with glazed shower enclosure, vanity wash basin and wc,

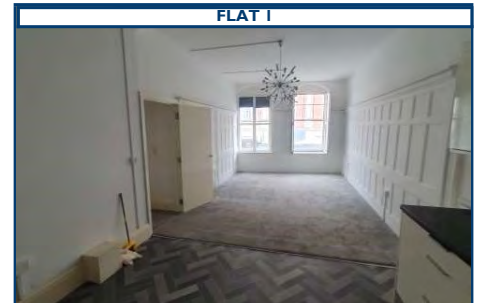
**Flat Three:** Currently let and not inspected

**EPC Rating:** Flat 1 - E, Flat 2 - D, Flat 3 - D

**Legal Documents:**

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

**Viewings:** Refer to viewing schedule online.

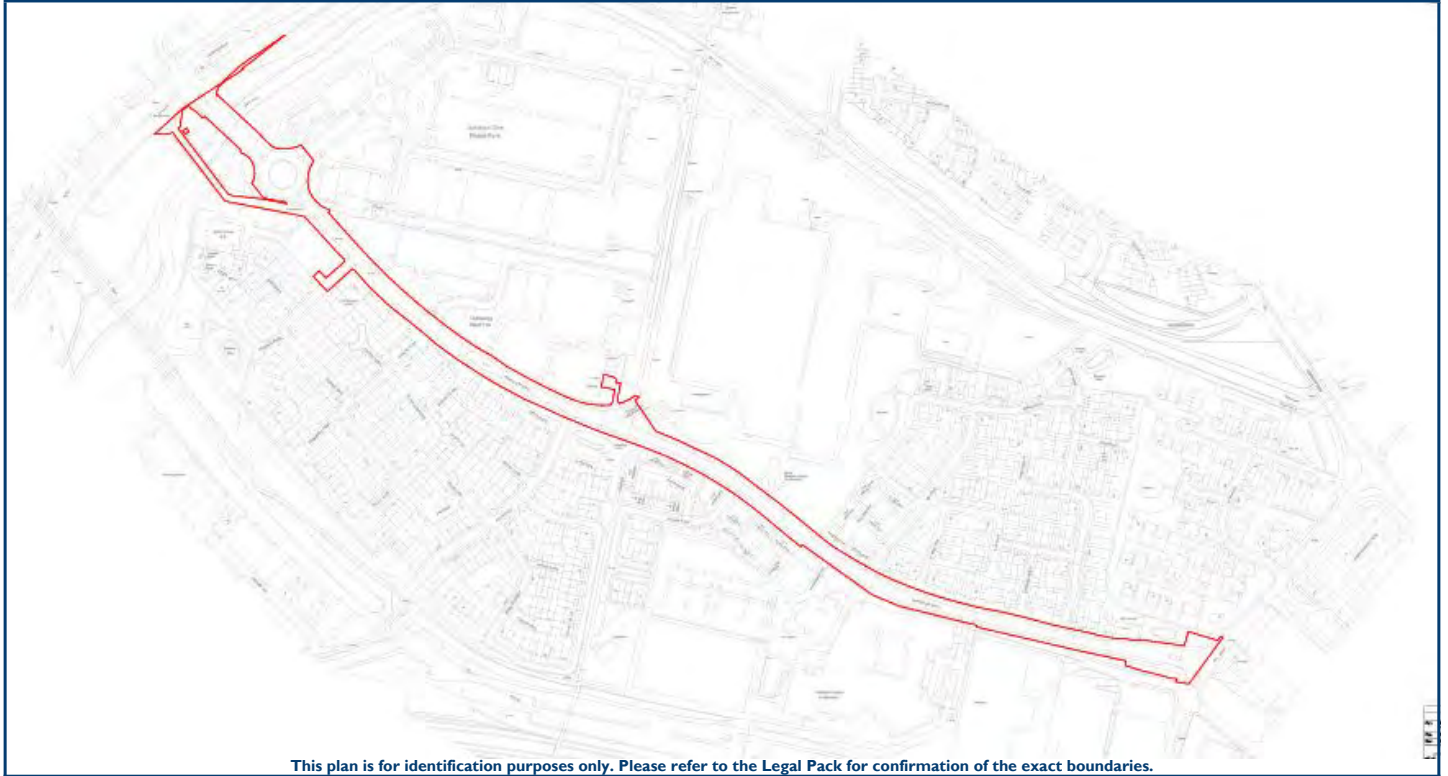


**LOT 41**

**Freehold Land comprising of a Roadway with Verge Areas & Sub Station**

**\*Guide Price: £500 - £1,000 Plus 20% VAT (+Fees)**

**By Instruction of St Modwen PLC who are Disposing of Surplus Assets**  
**Land at Technology Drive, Rugby, Warwickshire, CV21 1GB**



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

**Property Description:**

A parcel of freehold land comprising of an adopted tarmacadam road known as Technology Drive, several areas of verge, a disused road, a sub station along with public footpaths which are present in the Western area of the site running in a North West to South East direction and also in the centre of the site running between the retail park and the GE Energy Buildings.

Technology Drive forms part of a re-developed area which was undertaken by St Modwen PLC and the area around Technology Park includes several modern housing estates, Rugby College, a retail park with various restaurants and some industrial buildings.

Technology Drive leads off Leicester Road (A426) which provides access to the M6 motorway (inc. 1) in the north and Rugby town centre in the south.

**Notes:**

1. All interested parties should refer to the Legal Documents in particular the Land Registry Title Document and Plans which detail the full extent of the road and land being sold along with any third party rights over. The catalogue plan is for identification purposes only.
2. The Postcode is for Identification only
3. Completion will be 13th May 2026

**Legal Documents:**

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

**Viewings:** External Only



## LOT 42

### Freehold Investment - End Terraced House converted to Two Flats

\*Guide Price: £190,000 - £198,000 (+Fees)

9 Wilcote Grove, Acocks Green, Birmingham, B27 7JD



#### Property Description:

An end terraced house of two story brick construction, extended to the side and rear, predominantly surmounted by a hipped slate clad roof and set back from the road behind a paved forecourt providing off road parking. The property was informally converted circa 2012 into two separate self-contained flats each benefitting from UPVC double glazed windows, gas fired central heating and having separate gas and electric meters and Council Tax.

Wilcote Grove comprises of a cul-de-sac which leads directly off Liddon Road which in turn leads off Tavistock Road and the property forms part of an established residential area located approximately one mile from both Spring Road Railway Station and Acocks Green Shopping Centre providing a wide range of retail shops and amenities.

#### Tenancy Information:

Each flat is currently let on an Assured Shorthold Tenancy as follows:

**Flat 9a** - Rental £590 pcm (£7,080 per annum)

**Flat 9b** - Rental £500 pcm (£6,000 per annum)

**Total Rental Income: £1,090 pcm (£13,080 per annum)**

#### Accommodation:

##### Ground Floor

**Flat 9a:** Kitchen: 2.66m x 2.43m, Lounge: 4.43m x 3.45m, Bedroom: 3.80m x 2.35m, Bathroom: 2.78m x 1.92m having panelled bath with shower over, pedestal wash basin and WC

##### First Floor

**Flat 9b:** Rear Entrance Hall with Stairs and Landing, Breakfast Kitchen: 3.26 x 3.26m (maximum), Lounge: 3.63m x 2.64m, Bedroom: 3.90m x 2.62m,

Bathroom: 2.32m x 1.41m with panelled bath having shower attachment, pedestal wash basin and WC

#### Outside:

**Front:** Forecourt providing off road car parking, pedestrian side access to rear, large predominantly lawned garden and wooden shed

**Council Tax Band:** Both Flats A

**EPC Rating:** Commissioned (Refer to Legal Pack)

#### Legal Documents:

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

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



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



**LOT 43**

**Freehold Land (0.71 Acres)**  
\*Guide Price: £8,000 - £12,000 (+Fees)

**Land On The North Side Of Fockbury Mill Lane, Dodford, Worcestershire B61 9BA**

**Property Description:**

A parcel of freehold wooded land, rectangular in shape and extending to approximately 0.71 acres (2,875 sq m).

The land partly fronts Snakes Lake Lane which in turn is found off Fockbury Mill Lane and Bromsgrove Road.

The land is approximately 1.5 miles from both the villages of Dodford and Catshill and 2 miles in distance to Bromsgrove town centre.

**Legal Documents:**

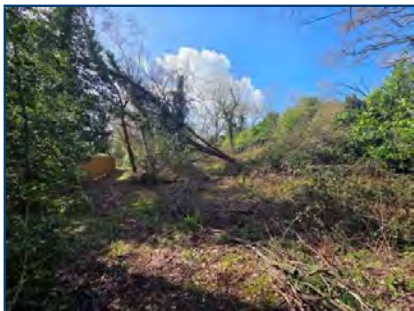
Available at cottons.co.uk

**Viewings:**

External Only



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



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

**LOT 44**

**Freehold Vacant Three Bedroom Mid Terraced House**  
\*Guide Price: £92,000 - £98,000 (+Fees)

**33 Botha Road, Bordesley Green, Birmingham, West Midlands B9 5LU**

**Property Description:**

A three bedroom mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a foregarden that will potentially allow for off road parking. The property requires modernisation and improvement throughout. Botha Road is located between the junctions with Pretoria Road and Colonial Road which are all located off Bordesley Green (B4128) which itself provides a wide range of shops and amenities.

**Accommodation:**

**Ground Floor**

Entrance Hallway, Lounge: (4.25x3.65m), Kitchen: (2.83x2.79m), Bathroom (1.94x1.72m) having panelled bath, wash basin and WC, Stairs

**First Floor**

Bedroom 1: (3.27x5.27m), Bedroom 2: (3.93x2.87m), Bedroom 3: (2.92x2.29m)

**Outside:**

**Front:** Foregarden with potential to provide off road parking

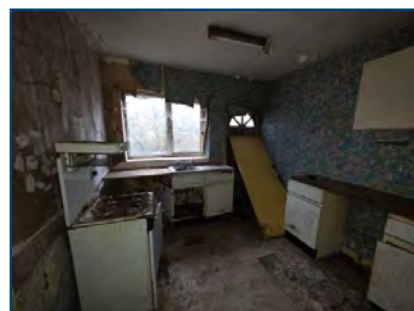
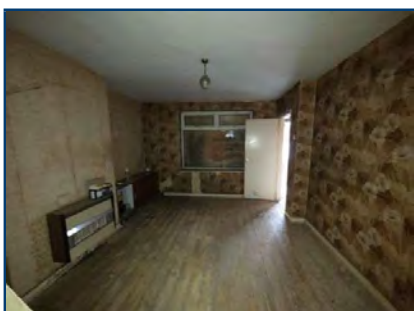
**Rear:** Overgrown Garden

**Council Tax Band – A**

**EPC Rating – Commissioned** (Refer to Legal Pack)

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

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



**LOT 45**

**A Leasehold Lock Up Garage in Popular Residential Village**  
\*Guide Price: £4,000 - £5,000 (+Fees)

**Garage, 44 Vesey Close, Water Orton, Birmingham, West Midlands B46 1RB**

**Property Description:**

A lock-up garage located in a yard located to the rear of Vesey Close and accessed by a vehicular right of way situated between numbers 32 and 34 Vesey Close. Vesey Close is located in the popular residential commuter village of Water Orton and leads off Coleshill Road.

The garage is of brick construction with pitched corrugated roof and wooden double doors.

**Leasehold Information:**

Lease Term: 99 years from 24th June 1962

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

**Viewings:** External



**LOT 46**

**Freehold Vacant Semi Detached House with Three Bedrooms**  
\*Guide Price: £160,000 - £180,000 (+Fees)

**128 Wolverhampton Road South, Birmingham, West Midlands B32 2BG**

**Property Description:**

A traditional semi-detached house of two storey brick construction surmounted by a pitched interlocking tile clad roof benefitting from gas fired central heating, UPVC double glazed windows and rear garage but requiring complete repair and refurbishment.

The property is situated in a popular residential suburb directly fronting Wolverhampton Road South which leads off Hagley Road West (A456) which provides access to both Birmingham City Centre to the East and the M5 Motorway (Junction 3) to the West. The property is conveniently within approximately 1½ miles from Harborne High Street which provides access to a wide range of retail amenities, bars and restaurants.

**Accommodation:**

**Ground Floor**

UPVC Double Glazed Porch, Reception Hall, Lounge: 3.78m into bay window x 3.26m, Dining Room: 4.19m into bay window x 3.26m, Kitchen: 2.53m x 1.88m

**First Floor**

Stairs and Landing, Bedroom One: 3.88m x 3.26m maximum, Bedroom Two: 4.37m x 3.25m maximum, Bedroom Three: 2.10m x 1.90m, Bathroom: 1.88m x 1.65m with bath and wash basin, Separate Toilet with WC

**Outside:**

**Front:** Walled foregarden, pedestrian side access to rear

**Rear:** Paved yard, brick store and WC, good size garden with free standing garage served by a vehicular gated right of way.

**Council Tax Band – C**

**EPC Rating**

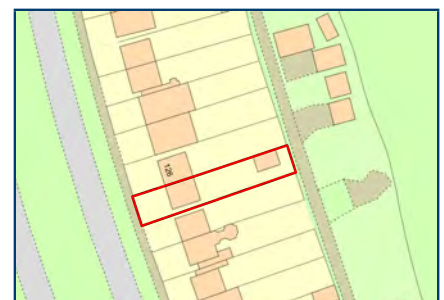
Commissioned (Refer to Legal Pack)

**Legal Documents:**

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

**Viewings:**

Refer to Viewing Schedule online



For identification purposes only. Refer to the Legal Pack for the exact boundaries.

# EPC's

**Energy performance certificate (EPC)**

Location: Hednesford, Staffs  
 Property type: Retail/Financial and Professional Services  
 Total floor area: 604 square metres

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

**How this property compares to others**  
 Properties similar to this one could have ratings: If newly built: **D A**, If typical of the building stock: **D A**

**1 FREER STREET**

**Energy performance certificate (EPC)**

Location: 31 Langley High Street, Walsall  
 Property type: Retail/Financial and Professional Services  
 Total floor area: 79 square metres

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

**How this property compares to others**  
 Properties similar to this one could have ratings: If newly built: **D B**, If typical of the building stock: **D E**

**29 LANGLEY HIGH STREET**

**Energy performance certificate (EPC)**

Location: 31 Langley High Street, Walsall  
 Property type: Retail/Financial and Professional Services  
 Total floor area: 35 square metres

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

**How this property compares to others**  
 Properties similar to this one could have ratings: If newly built: **D A**, If typical of the building stock: **D A**

**31 LANGLEY HIGH STREET**

**Energy performance certificate (EPC)**

Location: Hednesford, Staffs  
 Property type: Retail/Financial and Professional Services  
 Total floor area: 95 square metres

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

**How this property compares to others**  
 Properties similar to this one could have ratings: If newly built: **D A**, If typical of the building stock: **D B**

**200 HEDNESFORD ROAD**

**Energy performance certificate (EPC)**

Location: Hednesford, Staffs  
 Property type: Retail/Financial and Professional Services  
 Total floor area: 116 square metres

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

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

**329 SHAFTMOOR LANE**

**Energy performance certificate (EPC)**

Location: Hednesford, Staffs  
 Property type: Retail/Financial and Professional Services  
 Total floor area: 53 square metres

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

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

**1869 PERSHORE ROAD**

**ENERGY PERFORMANCE CERTIFICATE**

The EPC was commissioned on: 7.4.26

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

**28 BRIDGE STREET, WALSALL**

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# Cottons

CHARTERED SURVEYORS

## Sale Memorandum

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

**We acknowledge receipt of the deposit** \_\_\_\_\_

**Date**

**Name and address of seller**

**Name and address of buyer**

**The lot**

**The price (excluding any VAT)**

**Deposit paid**

**Signed by the buyer**

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

**The buyer's conveyancer is**

**Name**

**Address**

**Contact**

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

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

Glossary

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

## Auction Conduct Conditions

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

## Sale Conditions

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

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

## Wherever it makes sense:

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

Actual completion date

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

## Addendum

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

## Agreed completion date

Subject to condition G9.3:

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

## Approved financial institution

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

## Arrears

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

## Arrears schedule

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

## Auction

The auction advertised in the catalogue.

## Auction conduct conditions

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

## Auctioneers

The auctioneers at the auction.

## Business day

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

## Buyer

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

## Catalogue

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

## Completion

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

## Condition

One of the auction conduct conditions or sales conditions.

## Contract

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

## Contract date

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

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

## Documents

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

## Financial charge

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

## General conditions

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

## Interest rate

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

## Lot

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

## Old arrears

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

## Particulars

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

## Practitioner

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

## Price

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

## Ready to complete

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

## Sale conditions

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

## Sale memorandum

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

## Seller

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

## Special conditions

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

## Tenancies

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

## Tenancy schedule

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

## Transfer

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT option

An option to tax.

We (and us and our) The auctioneers.

Your (and your)

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

## Auction conduct conditions

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

#### A4 The particulars and other information

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

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

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

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

#### A5 The contract

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

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

A5.3 You must before leaving the auction:

- 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 except in relation to any matter that occurs after the contract date.

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

- 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 represent the cheque, but should they do so (at their sole discretion) then the buyer will pay to the auctioneers a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

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

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

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

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

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

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

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

## **LEGAL PACKS**

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

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

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

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## Auction Department

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

## Contact

- 📞 0121 247 2233
- ✉️ [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)
- 🌐 [www.cottons.co.uk](http://www.cottons.co.uk)

