Residential Auction 19th March 2014 Registration from 1.00pm Auction start time 2.00pm

The Point, Emirates Old Trafford

Talbot Road, Old Trafford, Manchester M16 OPX



www.edwardmellor.co.uk/auction

65-81 St Petersgate, Stockport, Cheshire, SK1 1DS

Openwork







melor auction

SUCCESS STORIES

from our last auction

Dane Road Denton



Three bedroom semi detached property

Guide price: £80,000

Sold for £137,000

Westbury Road Crumpsall



Four bedroom terraced property

Guide price: £80,000

Sold for £95.500

Everest Road Atherton



Three bedroom semi detached property

Guide price: £50,000

Sold for £68,000

Hinckley Road St Helens



Three bedroom semi detached property

Guide price £75,000

Sold for £97,500

Humphrey Street Crumpsall



Four bedroom end terraced property

Guide price: £70,000

Sold for £87,000

Cross Street Stalybridge



Two bedroom terraced property

Guide price £65,000

Sold for £75,500

auction dates for 2014

| Auction | Closing Date |
|---------------------|--------------------|
| 19th March 2014 | 18th February 2014 |
| 8th May 2014 | 8th April 2014 |
| 11th June 2014 | 13th May 2014 |
| 23rd July 2014 | 24th June 2014 |
| 17th September 2014 | 19th August 2014 |

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It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

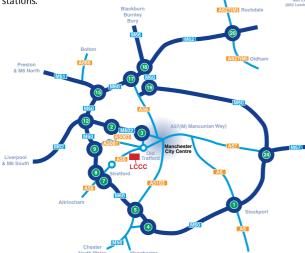
where is the auction room?

Lancashire County Cricket Club is located on the south side of Manchester, minutes from the M60, and has plenty of free parking. There are also good public transport links from

Manchester City Centre, as follows:

Metrolink Tram Services

A regular service operates from Bury in North Manchester, Altrincham (South Manchester), and from Central Manchester. There is a connecting service to Salford Quays and Eccles. The Metrolink is also connected to both mainline railway stations, Piccadilly & Victoria, and runs to Old Trafford Station, next to the cricket ground. Tickets are available from dispensers on all stations.



Rail Services

Inter City and local services operate to both Manchester Piccadilly and Manchester Victoria stations. Each station is linked to the Metrolink Tram Service. Catch the tram service for Altrincham and alight at the Old Trafford stop which is next to the ground.

Bus Services

Several buses services operate between Manchester and Sale/Atrincham, stopping at or near to the Cricket Club

notices to prospective buyers

1. These particulars are intended to give a brief description of the properties included in this auction. Appointments to view can be arranged via the Edward Mellor office specified. Prospective purchasers will be deemed to have inspected the property they are interested in before bidding.

Where the details state "External viewings only" there will be no access provided to the property either pre auction or between the auction and the completion date. We would recommend that lots which cannot be inspected, whatever the reason, might be unsuitable for buyers who do not regularly deal in such properties, as there is always the risk that they might not be exactly as described.

Access to the roof void, cellars and other hard to reach areas, whether or not there are ladders/steps present does not form part of the normal viewing process. Prospective buyers are advised to engage a surveyor to carry out these inspections. However, should the buyer wish to carry out these inspections then they do so entirely at their own risk, and accept full responsibility for any damage caused, and may be asked to sign a disclaimer.

2. The Auctioneers have not tested any apparatus, equipment, fittings or services so cannot verify that they are in working own verification. Any plans or photographs published are for the convenience of prospective purchasers and do not form part of any contract. Any items shown in the photographs are not necessarily included. No representation or warranty is made in respect of the structure of the property nor in relation to the state of repair thereof. The Auctioneers advise that prospective purchasers should arrange for a survey of the property to be undertaken by a professionally qualified person prior to bidding. Reproduction of maps should not be assumed to be to any specific scale: boundaries and all area calculations should be assumed to be approximate.

Purchasers who require finance in order to buy should ensure that they have an unconditional offer from their lender before signing any contract.

- 3. The properties included in this catalogue are all to be offered for sale by Public Auction unless previously sold by private treaty. In order to prevent a wasted journey we advise that you should check the availability of properties with the Auction Department on sale day. Pre-auction offers will only be considered once they have been received IN WRITING by the Auction Department. They are then conveyed to the vendor in writing, and you will only be notified if the offer is acceptable. Should you not hear from us, it is safe to assume that your offer was rejected and the property is still going to auction. All pre-auction offers will be assumed to be your best and final offer and no guarantee can be given that you will be invited to increase your bid in the event of an alternative acceptable offer being received prior to exchange.
- 4. All properties are offered subject to the Common Auction Conditions, extra and special conditions, or by an addendum. You can find the Common Auction Conditions at the back of the Edward Mellor residential section of catalogue. The extra and special conditions, along with addendum, are available for inspection online prior to the start of the sale at the venue. The legal documents on each individual property are also available for inspection on the same basis. These can be downloaded from our website. If you are unsure how to utilise this documentation, we STRONGLY recommend you take the advice of a solicitor before attending the sale, as all prospective purchasers will be deemed to have inspected these and made the usual pre-contract enquiries before bidding or signing contracts either pre- or post-auction. In particular we would recommend that enquiries be made of the relevant Local Authority, as the local searches that are given to us may not always contain up-to-date information regarding regeneration strategies and associated compulsory purchase schemes.

5. Intending purchasers are advised to check documentation and take advice upon the exact nature of domestic tenancies on properties in which they are interested prior to bidding. Tenants who occupy on Regulated Tenancies almost undoubtedly have their security of tenure protected. Others, on Assured Shorthold Tenancies, will only have limited protection. Would-be purchasers should assure themselves that the documentation has been completed as they expect, since the auctioneers were not a party to the original lettings and cannot therefore certify the descriptions as correct. Where the catalogue states that we are "awaiting sight of tenancies", buyers should check with us that these have been received prior to bidding on the property.

Please note that it is not always possible to arrange access for surveyors to inspect properties which are tenanted, and it is therefore imperative that prospective buyers who require finance enquire about access before bidding at auction.

- 6. Guide prices are provided as an opinion only and are not to be taken as the reserve price, which may or may not be the same as the guide. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept. This is agreed between the vendor and the Auctioneer. This is also confidential and not disclosed to any parties.
- 7. If you are not able to attend the auction in person, then you may bid by instructing the Auctioneer to bid on your behalf by Telephone or Proxy. Forms may be found in the catalogue and these should be completed and returned with cheques to the Auctioneers before 5pm the day before the sale.
- 8. The Auctioneers reserve the right to amend the lotting order at any time prior to the sale.
- 9. If there are any Addendum to the catalogue, these will be announced prior to the commencement of the sale and will be available in the Auction Room. Purchasers shall be deemed to purchase with full knowledge of this information.
- 10. On arrival at the auction you will be asked to complete a form, giving your name, address,

- telephone number and your solicitor's details. In exchange you will receive a numbered bidding paddle from which we can identify you.
- 11. The auctioneer reserves the right to bid up to the reserve on behalf of the vendor.
- 12. Would successful purchasers please be advised that on the fall of the hammer, THE TRANSACTION BECOMES LEGALLY BINDING. Immediately thereafter, the purchaser is required to sign a memorandum of sale giving and solicitor's details. A deposit of 10% of the purchase price (minimum £2,000) is payable and completion usually takes place 28 days from the date of exchange. Deposits must be paid by banker's draft, building society cheque or bank counter cheque. Credit cards can be used subject to a surcharge of 2% (American Express not accepted). Personal cheques can be used if accompanied by two forms of identification (i.e. driving licence, passport or utility bill). Failure to do so may result in the property being re-offered for sale. Please note that any cheque returned unpaid by the bank, whether represented or not, will incur a charge of £25.00 which will be billed to the originator of the cheque.
- 13. A 0.5% Buyers Premium with a minimum of £495.00 (inclusive of VAT) will be payable by the Buyer or his/her agent for each lot purchased, at the same time as, and in addition to, the contractual deposit.
- 14. Keys will not be released on any property until completion has taken place. Should keys be required before the agreed completion date, then the buyer will have to arrange the usual key undertaking via their own solicitor, or complete the sale early

We hope that we have covered all the aspects usually encountered; however, the Auction Department will be pleased to assist with any other queries you may have. **Good luck!**

IMPORTANT INFORMATION

In order to bid at our auction we will ask you to register with us on arrival.

If you are bidding as an individual, **two** forms of **original** identification will be required for each purchaser - one from each of the columns below:

PROOF OF IDENTITY

Valid Passport

National Identity Card

Valid Photo Card Driving License

PROOF OF RESIDENCE

Current Local Authority Tax Bill

A Utility Bill/Credit Card/ Mortgage Statement Issued Within the Last Three Months (No Internet Printouts)

If you are bidding on behalf of a Company we will need one of the following original forms of identification:

COMPANY IDENTIFICATION

Proof of Identity and Residence for One of the Directors (as detailed above)

Certificate of Incorporation for the Company (if a Limited Company)

Official List of Directors

If you are bidding on behalf of another person/company we require original identity documents for both yourself, as the bidder, and the person/company who will be listed as the purchaser, together with a letter of authorisation from the purchaser for you to act and bid on their behalf.



Roger Hannah and Edward Mellor have teamed up with i-bidder to enable you to watch and bid in our Property Auction online.





Three simple steps:

- 1. Browse our catalogue
- 2. Register for the auction
- 3. Bid online in real time



Catalogues

Browse images of lots in our online catalogue



Live auctions

Bid online in real time or place an absentee bid prior to the sale



Audio & video feeds

Experience the atmosphere of the saleroom

Order of sale

Sale starts at 2:00pm

| 40 | Denton | 24 Peel Street | Two bedroom terrace property |
|----|------------------|-----------------------------|--|
| 41 | Oldham | 19 Brook Lane | Two bedroom terrace property |
| 42 | Bury | 15 Ormrod Street | Two bedroom terrace property |
| 43 | Hattersley | 56 Bunkers Hill | Two bedroom terrace property |
| 44 | Baguley | 88 Fairywell Court | Two bedroom second floor flat |
| 45 | Withington | 41 Rippingham Road | Three bedroom terrace property |
| 46 | Salford | 15 Mackenzie Street | Two bedroom terrace property |
| 47 | Clayton Le Moors | 64 Sparth Avenue | Two bedroom terrace property |
| 48 | Urmston | 30 Whitegate Park | Two bedroom detached bungalow |
| 49 | Greenmount | 249 Holcombe Road | Three bedroom semi detached property |
| 50 | Gorton | 34 Agnew Road | Two bedroom end terrace property |
| 51 | Rochdale | Moorside Farm, Wardle | Stone built farmhouse set in 15 acres |
| 52 | Gorton | 29 High Bank | Four bedroom end terrace property |
| 53 | Higher Crumpsall | 30 Newland Street | Two bedroom terrace property |
| 54 | Higher Crumpsall | 28 Newland Street | Three bedroom terrace property |
| 55 | Darwen | 7 Victoria Street | Two bedroom terrace property |
| 56 | Bolton | 24 Olaf Street | Two bedroom terrace property |
| 57 | Bolton | 34 Beech Avenue | Three bedroom semi detached property |
| 58 | Ashton-u-Lyne | 248 Broadoak Road | Three bedroom semi detached property |
| 59 | Leigh | 7 Phillips Street | Two bedroom terrace property |
| 60 | Blackley | 1 Coldstream Avenue | Detached former care home with 26 bedrooms |
| 61 | Rusholme | Flat 10, 2 Copper Place | Two bedroom, two bathroom apartment |
| 62 | Bramhall | 105 Bramhall Lane South | Three bedroom Edwardian Villa |
| 63 | Bury | Flat 9, 196 Walmersley Road | One bedroom flat |
| 64 | Nelson | 17 Belgrave Street | Two bedroom terrace property |
| 65 | Whalley Range | Flat 9, 219 Upper Chorlton | One bedroom flat |
| 66 | Stockport | 10 Bateson Street | Two bedroom terrace property |
| 67 | Miles Platting | 74 Canada Street | Two bedroom terrace property |
| 68 | Moston | 37 Lowton Avenue | Two bedroom end terrace property |
| 69 | Stockport | 8 Bateson Street | Two bedroom terrace property |
| 70 | Romiley | 6 Redfern House | SOLD PRIOR |
| 71 | Darwen | 37 Norris Street | Two bedroom terrace property |
| 72 | Swinton | 351 Chorley Road | Two bedroom terrace property |
| 73 | Astley | 162 Manchester Road | Large detached house on circa 4 acres |
| 74 | Droylsden | 396 Manchester Road | Two bedroom terrace property |
| 75 | Swinton | 76 Stanwell Road | Three bedroom semi detached property |
| 76 | Accrington | 5 Scaitcliffe Avenue | One bedroom terrace property |

Order of sale

Sale starts at 2:00pm

| 77 | Oldham | 2 Meldrum Street | One bedroom flat |
|----|------------------|--------------------------|--|
| 78 | Worsley | 80 Hazelhurst Road | Four bedroom detached with SPECIAL HISTORY |
| 79 | Belle Vue | 9 Coalburn Street | Three bedroom terrace property |
| 80 | Clayton Le Moors | 24 Victor Street | Two bedroom terrace property |
| 81 | Failsworth | 17 Dovedale Street | Two bedroom end terrace property |
| 82 | Hyde | 277 Ashton Road | Two bedroom terrace property |
| 83 | Offerton | 112a Hall Street | Two/three bedroom terrace property |
| 84 | Heaton Moor | Flat 6, Jennings Court | Two bedroom apartment |
| 85 | Todmorden | 3 Heather Bank | Three bedroom terrace property |
| 86 | Moss Side | 342 Great Western Street | Three bedroom former HMO property |
| 87 | Farnworth | 16 Wellington Street | Two bedroom end terrace property |
| 88 | Longsight | Albert Place | WITHDRAWN |
| 89 | Blackley | 204 Hill Lane | Four bedroom semi detached property |
| 90 | Moss Side | 53 Broadfield Road | Three bedroom terrace property |
| 91 | Hyde | 59 Commercial Brow | Two bedroom terrace property |
| 92 | Blackley | 8 Dollond Street | Two bedroom terrace property |
| 93 | Moston | 37 Melbourne Street | Three bedroom terrace property |
| 94 | Crumpsall | 46 Delaunays Road | Five bedroom semi detached property |
| 95 | Openshaw | 8 Gransmoor Avenue | Thirteen bedroom former B&B |
| 96 | Whalley Range | 8 Withington Road | Five bedroom semi detached property |
| 97 | Reddish | 87 Somerford Road | Two bedroom quasi-semi detached |
| 98 | Blackburn | 274 Wensley Road | Two bedroom terrace property |
| 99 | Belle Vue | 14 Bracewell Close | Two bedroom mews property |

66 Dear Louise

I just wanted to express my gratitude to you and your wonderful team.

Yesterday I went to view a property and by mistake I left my phone in the property. I only realized once Mike had left the property a while before and I dared phoning him to come back. He was already far away but didn't hesitate and came back. I thought this was very special of him!!!!!

Keep up the good work.

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Many thanks "

"I would like to say a huge thank u for your efforts and it was more than a pleasure doing business with you Thanks once again"





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Your very own Personal Auction Buying Consultant FREE of charge



Over recent years, the increase in owner-occupiers choosing the auction route to purchase their next home has been considerable. But often first time bidders can feel confused, overwhelmed and unsupported during the process.

This is where our expert buying consultant Andy Thompson can help you achieve your goals. Andy will work in partnership with you to:

- Assess your needs
- Understand what is important to you
- Understand what it is you want to achieve
- Help you understand the auction process
- Buy the right property

He will take you through the whole process from finding the right property, to how to bid, source finance or get a mortgage.

Even if you are an experienced auction buyer, you can still take advantage of Andy's expertise. He can advise you on investment opportunities, help you grow your portfolio and get the right financial products.

This unique service is offered **FREE** of charge, so you have nothing to lose and everything to gain. You can contact Andy on:-

Tel: 0161 443 4740 - Email: andy.thompson@edwardmellor.co.uk



"Looking forward to 2014"

Part of me feels like I should start my second blog of 2014 by recapping on what I'd previously promised was going to be a fantastic first sale of the year but I'm limited on word space and frankly, like you, I'm more interested in what's coming up in this auction.

To keep the Valuers happy though, who are ALWAYS on the lookout for new properties to put through auction, I will quickly say this... The February sale was a roaring success, we sold a whopping 80% of the properties in the catalogue and I'm still working on more post-auction deals to boost that figure further. Oh and the director told me to slip in somewhere that we did 83% in December too, which is well above the national average apparently! (You're welcome boss).

Anyway, back to my bit...

As many of you will now know, my role here is to work with you, our auction buyers, both old and new. I figured that the old ones can't be doing too badly given that I've been inundated from them this week with photos taken whilst on holiday in Dubai, Valencia and some other place that I can't pronounce or spell, but it sounded pretty swanky. So I've decided to focus on you newer buyers again...

Earlier in February we rolled out a couple of investor events with the aim of bringing together budding property investors to show them what services we have on offer and how Edward Mellor do things.

The two events far exceeded our hopes and expectations, we met and helped so many brand new buyers, answering any and all of their questions and showed them how profitable investing in property can be when done with the right support and guidance. There was a real feeling of excitement and confidence at our Head Office on those two days and we received so much great feedback about how beneficial the events were. In fact the only negative feedback came from me – apparently the complimentary wine was only for guests!

We are serious here at Edward Mellor about bringing new faces to the wonderful world of auction and we are passionate about doing this with our trademark personal touch. We understand that so many people genuinely want to get into property but don't know where to start, so Emma, Louise and myself have spent many an hour discussing the best way to welcome people to our services, to show them simply, how to profit from property and how we can help.

We're absolutely delighted with our first two events and so we are doing it again. The next dates are: Saturday 29th March 10:00am – 2:00pm and Thursday 3rd April 6:00 – 8:00pm. To book your place call or email Emma on: 0161 443 4781 / emma.mander@edwardmellor.co.uk

... I hear the wine is lovely.

Andy Thompson Buying Consultant buying consultancy
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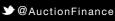


Jan Gallagher 07946 891 349



Laura Morgan 07714 316 568











24 Peel Street, Denton, Manchester M34 3JY

Two bedroom terrace property

| Directions | Off Manchester Road (A57) in Denton Town Centre |
|---------------|--|
| Accommodation | Ground Floor: Lounge, dining kitchen First Floor: Two bedrooms, no bathroom Externally: Small front garden, rear yard with outhouse/WC |
| Notes | This property requires extensive modernisation and is suited to cash buyers |
| EPC Rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction department 0161 443 4740 |

Lot 41

Guide Price £50,000 to £60,000



19 Brook Lane, Oldham OL8 2BD

Three bedroom terrace property

| Directions | Brook Lane is off Park Road close to the junction with Abbey Hill Lane and Glodwick Road and very close to Alexandra Park |
|--------------|--|
| Ground Floor | Ground Floor: Hallway, two reception rooms, kitchen First Floor: Three bedrooms, bathroom Externally: Small front garden, enclosed rear yard |
| Notes | Majority double glazed windows, central heating system (not tested) |
| EPC rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction department 0161 443 4740 |
| | |

email: auction@edwardmellor.co.uk



Guide Price £60,000 to £65,000

15 Ormrod Street, Bury BL9 7HF

Two bedroom terrace property

| Directions | Ormrod Street off Heywood Street (B6219) close to Rochdale Road (A58) |
|---------------|---|
| Accommodation | Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear |
| Notes | Double glazing, central heating |
| EPC Rating | D |
| Possession | Vacant on completion |
| Viewing | Auction department 0161 443 4740 |

Lot 43

Guide Price £35,000



56 Bunkers Hill Road, Hattersley, Hyde SK14 3QE

Three bedroom terrace town house

| Directions | Bunkers Hill Road is located off Clough End Road, off Stockport Road (A560) close to Tesco Extra Superstore and the roundabout junction at the M67/A57 | |
|---------------|--|--|
| Accommodation | Ground Floor: Covered porch, hallway, living room, kitchen, side room giving access from front to rear First Floor: Three bedrooms, bathroom and separate WC Externally: Front garden, rear garden | |
| Notes | The property requires full modernisation and is suited to cash buyers. It has some double glazed windows and central heating (not tested) | |
| EPC rating | On order | |
| Possession | Vacant on completion | |
| Viewing | Auction department: 0161 443 4740 | |

email: auction@edwardmellor.co.uk



Guide Price £50,000







Fairywell Court, Flat 88 Riverstone Drive, Baguley, Manchester M23 9QW Two bedroom second floor flat

| Directions | Fairywell Court is located on Riverstone Drive off Shady Lane off Altrincham Road (A560) close to the roundabout with Shaftesbury Avenue and with Tesco Extra Supermarket |
|---------------|---|
| Accommodation | Second Floor: Hallway with two storage cupboards, lounge, fitted kitchen, two bedrooms, bathroom Externally: Communal gardens and parking |
| Notes | The property has double glazing and electric storage heaters Service charge advised as £55.00 per month- check legal pack for correct details |
| EPC rating | On order |
| Possession | Tenanted on AST from 21 August 2010 (holding over) Rent on lease £450 PCM, rent paid by housing benefit due to change in circumstances will be verified in legal pack |
| Viewing | Block viewings will be available by appointment with the auction department 0161 443 4740 |



Guide Price £100,000+





41 Rippingham Road, Withington, Manchester M20 3FX Three bedroom terrace property

| Directions | Rippingham Road runs between Yew Tree Road and Wilmslow Road | |
|---|---|--|
| Accommodation Ground floor: Entrance hall, lounge, dining room, kitchen, cellar First floor: Three bedrooms, bathroom (no WC) Exterior: Garden to the rear | | |
| Note | The property is located close to Old Moat Park and the centre of Withington | |
| EPC Rating | On order | |
| Possession | Vacant on completion | |
| Viewing | Auction Department 0161 443 4740 | |







15 Mackenzie Road, Salford M7 3TH

Two bedroom terrace property

| Directions | Off Stamford Road, off Littleton Road, off Cromwell Road (A576) |
|---------------|---|
| Accommodation | Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard |
| EPC Rating | G |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 |

Lot 47

Guide Price £40,000 to £45,000



64 Sparth Avenue, Clayton Le Moors, Accrington BB5 5QH

Two bedroom terrace property

| ey Road |
|-------------------|
| lounge, garden |
| |
| |
| 43 |
| |



Guide Price £125,000 +



30 Whitegate Park, Urmston, Manchester M41 6LW

Two bedroom detached bungalow

| Directions | Off Rothiemay Road where it meets Flixton Road (B5158) near Flixton Park | |
|---|---|--|
| Accommodation Not inspected Ground floor: Lounge, dining kitchen, two bedrooms, bathroom Exterior: Gardens to the front and rear. Driveway. Garage | | |
| Note | Cul-de-sac location in popular area | |
| EPC Rating | On order | |
| Possession | Tenanted - please refer to the legal pack for more information | |
| Viewing | External viewing only, the tenants MUST NOT be disturbed. Access may be granted for survey. | |

Guide Price £75,000 +



249 Holcombe Road, Greenmount, Bury BL8 4BD

Three bedroom semi detached property

| Directions | On Holcombe Road between Brandlesholme Road and Holly Mount Lane |
|---------------|--|
| Accommodation | Not inspected Ground floor: Hall, lounge, kitchen First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear |
| Note | Suitable for cash buyers only. Popular location |
| EPC Rating | On order |
| Possession | Tenanted - let on a six month AST from 08/09/00 now at £455 per month |
| Viewing | Strictly external viewing only, the tenants MUST NOT be disturbed |

Lot 50

Guide Price £47,000 +



34 Agnew Road, Gorton, Manchester M18 7AR

Two bedroom end terrace property

| Directions | Off Parkdale Avenue, off Hyde Road (A57) |
|---------------|--|
| Accommodation | Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, new bathroom Exterior: Rear yard |
| Note | Gas central heating, double glazing, interior photo taken prior to tenancy |
| EPC Rating | E |
| Possession | Tenanted - twelve month AST from 08/11/13 at £500 per month |
| Viewing | Strictly external viewing only, the tenants MUST NOT be disturbed |





Guide Price £550,000



Moorside Farm, Nick Road Lane, Wardle, Rochdale OL12 9PW Stone built farmhouse set in 15 acres

| Directions | From Whitworth Road (A671) turn into Fieldhouse Road, left into Dewhirst Road. |
|------------|--|
| | Continue quite some way past the green whereupon reaching the reservoir on the |
| | left, the road becomes unsuitable for non-four wheel drive vehicles |

Accommodation Ground floor: Entrance conservatory with panoramic views dining room to

Accommodation Ground floor: Entrance conservatory with panoramic views, dining room, lounge, office, utility, traditional farmhouse dining kitchen, cellar

First floor: Three double bedrooms (master with en-suite) and family shower room

Exterior: Double garage, barn and stables. Set in 15 acres of farmland and occupying a truly rural setting the farm has grazing for livestock along with hay fields. There are also a number of fishing lodges stocked with Brown Trout, Bream and Caro



Guide Price £550,000









| Note | There is potential to provide further living accommodation by developing the attached stone built barn and stable buildings (subject to planning permission) | | |
|------------|--|--|--|
| | The farm occupies a truly rural setting whereby Watergrove reservoir can be found to the east and Lobden Golf Course to the north | | |
| | Oil fired central heating and double glazing | | |
| EPC Rating | G | | |
| Possession | Vacant on completion | | |
| Viewing | Auction Department 0161 443 4740 | | |



Guide Price £125,000







29 High Bank, Gorton, Manchester M18 8UL

Four bedroom end terrace property

| Directions | Off Cross Lane, off Chapman Street, off Hyde Road (A57) Ground floor: Entrance hall, ground floor WC, lounge, dining room, morning room, kitchen First floor: Three bedrooms on the first floor; one split into a sitting/dressing area, bathroom/WC Second floor: Single attic room Exterior: Rear yard | |
|---------------|---|--|
| Accommodation | | |
| Note | Gas central heating and majority double glazing. Completion on this lot will take place six weeks after exchange | |
| EPC Rating | F | |
| Possession | Vacant on completion | |
| Viewing | Auction Department 0161 443 4740 | |



Guide Price £60,000







30 Newland Street, Crumpsall, Manchester M8 5RY Two bedroom terrace property

| Directions | Situated close to junction with Westbury Road, near Crumpsall Park | |
|---------------|--|--|
| Accommodation | Ground Floor: Vestibule, living room, dining kitchen, utility room First Floor: Two bedrooms, bathroom Externally: rear yard | |
| Notes | Double glazing, central heating | |
| EPC Rating | D | |
| Possession | Vacant on completion | |
| Viewing | Auction department 0161 443 4740 | |



Guide Price £75,000



28 Newland Street, Crumpsall, Manchester M8 5RY Three bedroom terrace property

| Directions | Situated close to junction with Westbury Road, near Crumpsall Park | |
|---------------|--|--|
| Accommodation | Ground Floor: Vestibule, living room, dining kitchen, utility room First Floor: Three bedrooms, bathroom Externally: rear yard | |
| Notes | Double glazing, central heating | |
| EPC Rating | D | |
| Possession | Vacant on completion | |
| Viewing | Auction department 0161 443 4740 | |



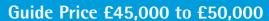
Guide Price £15,000 to £20,000

7 Victoria Street, Darwen BB3 3HB

Two bedroom mid terrace property.

| Directions | Victoria Street intersects Sudell Road (opposite Darwen Aldridge Academy) which is off the A666 |
|---------------|---|
| Accommodation | Ground Floor: Lounge, dining kitchen First Floor: Two bedrooms, bathroom Externally: Small forecourt, yard to rear |
| EPC | G |
| Possession | Vacant on completion |
| Viewings | Auction department 0161 443 4740 |

Lot 56



24 Olaf Street, Bolton BL2 2EB

Two bedroom terraced property

| Directions | Off Stone Street, off Tonge Moor Road (A676) |
|---------------|---|
| Accommodation | Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard |
| Note | Gas central heating and double glazing |
| EPC Rating | D |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |

Guide Price £50,000 to £60,000



34 Beech Avenue, Kearsley, Bolton BL4 8SB

Three bedroom semi detached property

| Off Manchester Road (A666) | |
|---|--|
| Not inspected Ground floor: Lounge, kitchen with pantry First floor: Three bedrooms, bathroom Exterior: Gardens to the front and rear, brick built storage, off road parking via shared drive | |
| Gas central heating and double glazing | |
| C | |
| Vacant on completion | |
| Auction Department 0161 443 4740 | |
| | |

Guide Price £65,000 +





248 Broadoak Road, Ashtonunder-lyne OL6 8BB

Three bedroom semi detached property

| Directions | Off Lees Road (A6194) opposite The Academy and School |
|---------------|---|
| Accommodation | Ground floor: Small hall, lounge, modern re-fitted dining kitchen with built in oven and hob First floor: Two bedrooms, box room, shower room Exterior: Gardens to the front and rear, the rear being larger than usual. Driveway. Garage |
| Note | Gas central heating and double glazing |
| EPC Rating | Е |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |

Lot 59

Guide Price £25,000+



7 Phillips Street, Leigh WN7 5JW

Two bedroom terrace property

| Directions | Off Coalpit Lane, off Westleigh Lane |
|---------------|---|
| Accommodation | Not inspected Ground floor: Lounge, dining room, kitchen area First floor: Two bedrooms, shower room Exterior: Rear yard |
| EPC Rating | Е |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |



Guide Price £370,000 +



1 Coldstream Avenue, Blackley, Manchester M9 6PG Detached former care home with 26 bedrooms

| Directions | Off Hilldale Avenue, off Rochdale Road (A664) | |
|---------------|--|--|
| Accommodation | The property comprises a former detached residential dwelling which has been substantially extended and converted to provide what was a residential and nursing care home for the elderly. Entrance hallway, two lounges (one of which was also used as a dining room), 26 bedrooms - 16 of which have en suite facilities. Various WC and bathroom facilities, office, laundry, store rooms, office, large kitchen, staffing areas | |
| Note | There are 3 separate gas central heating systems (not tested). The property is currently boarded for security reasons and the windows will be re-installed prior to completion. | |
| EPC Rating | С | |
| Possession | Vacant on completion | |
| Viewing | Auction Department 0161 443 4740 | |



Guide Price £80,000 +









Flat 10 2 Copper Place, Platt Lane, Rusholme, Manchester M14 7FZ Two bedroom second floor apartment

| Directions | Off Princess Road (A5103) | |
|---------------|--|--|
| Accommodation | Ground floor: Communal hall, lift Second floor: The flat comprises: hall, lounge with door to balcony, open plan kitchen with built in oven, hob, fridge, freezer, washing machine and dishwasher, two bedrooms – both en-suite with one having access from the hall Third floor: Communal roof terrace with views to the city centre and beyond Exterior: Communal gardens and ample parking within security gated area | |
| Note | Gas central heating and double glazing | |
| EPC Rating | On order | |
| Possession | Tenanted - twelve month AST from 01/07/13 at £625 pcm. This is being re-signed for another twelve months | |
| Viewing | Viewings are available on this lot please contact the Auction Department 0161 443 4740 | |



Guide Price £450,000



105 Bramhall Lane South, Bramhall, Stockport SK7 2EE Three bedroom Edwardian property close to Village centre

| Directions | On the main Bramhall Lane South located between Holland Road and Ramsdale Road, within walking distance of Bramhall Village Centre and Bramhall Lawn Tennis Club | |
|---|---|--|
| Accommodation Ground Floor: Traditional loggia porch, hallway, downstairs cloakroom/Woroom, family room/formal dining room, family dining kitchen First Floor: Three double bedrooms, smaller guest bedroom/study, four-pie | | |
| Externally | The driveway to the front has been resurfaced with concrete cobble effect, access to the rear is via a shared driveway between the properties, garage to rear, south facing rear lawn garden with summer house and raised flower beds and patio area to rear, decking leads off kitchen and onto patio. | |
| EPC rating | E | |
| Possession | Vacant on completion | |



Guide Price £450,000









| Notes | There is scope to extend the property at the rear to provide more accommodation with perhaps a fitting two storey extension or by simply adding a further complimentary floor on the existing extension at the rear, subject to permission and |
|----------|--|
| | regulations. If you require advice on this matter contact the local planning department directly or contact Mellor Dowd Planning Services on 0161 443 4500 for impartial advice. |
| | The photographs were taken prior to the tenants moving in and a recent inspection showed no decorative changes to the published pictures |
| Viewings | Strictly by appointment only with the auctioneers 0161 443 4740 |



Guide Price £20,000 +



Flat 9, 196 Walmersley Road, Bury BL9 6LL

One bedroom second floor flat

| Directions | On main A56 close to Clarence Park |
|---------------|---|
| Accommodation | Ground floor: Communal hall with stairs Second floor: Hall, open plan lounge/ kitchen, bedroom, bathroom Exterior: Communal rear yard |
| Note | The vendor advises that the management company have confirmed that the communal carpets are being replaced this year. Previously let at £350pcm. Double glazing |
| EPC Rating | G |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |
| | |

Lot 64

Guide Price £24,000 +



17 Belgrave Street, Nelson, Lancashire BB9 9HR

Two bedroom terrace property

| Directions | Off Hallam Road, off Bradley Hall Road, off Leeds Road (A56) |
|---------------|--|
| Accommodation | Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard |
| Note | Gas central heating with new Combi boiler fitted in March 2012. Double glazing |
| EPC Rating | С |
| Possession | Tenanted - six month AST from 30/01/13 at £85 per week |
| Viewing | Strictly external viewing only, the tenants MUST NOT be disturbed |

email: auction@edwardmellor.co.uk

0161 443 4740



Guide Price £70,000 +







Flat 9, 219 Upper Chorlton Road, Whalley Range, Manchester M16 0DE One bedroom flat

| Directions | At the Chorlton end close to the junction with Manchester Road and Seymour Grove | |
|---------------|---|--|
| Accommodation | Ground floor: Lounge, kitchen with high spec units, AEG gas oven/hob, modern extractor, washing machine and fridge freezer, bedroom, bathroom Exterior: Lovely communal garden to rear, communal parking to front. Separate private entrance, store | |
| Note | Gas central heating. Interior photographs provided by vendor. Close to Chorlton centre and Old Trafford football and cricket grounds | |
| EPC Rating | С | |
| Possession | Tenanted - please refer to the legal pack for more information | |
| Viewing | Strictly external viewing only, the tenants MUST NOT be disturbed | |



Guide Price £70,000 +









10 Bateson Street, Stockport SK1 2NG

Two bedroom terraced property

| Directions | Off Newbridge Lane, off St Marys Way (A626) | |
|---------------|---|--|
| Accommodation | Ground floor: Lounge, separate dining room, kitchen, cellar First floor: Two bedrooms, bathroom Exterior: Rear yard | |
| Note | Gas central heating and double glazing. Convenient location close to Stockport town centre and the M60 motorway | |
| EPC Rating | On order | |
| Possession | Tenanted - let on a twelve month AST from 01/09/11 at £475 per month | |
| Viewing | Viewings are available on this lot - contact the Auction Department on 0161 443 4740 | |







74 Canada Street, Miles Platting, Manchester M40 8AE

Two bedroom terrace property

| Directions | The property is located on Canada Street, off New Street off Oldham Road (A62) |
|---------------|---|
| Accommodation | Not inspected but reported to be: Ground Floor: Living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Pavement fronted, yard to rear |
| Notes | The property has double glazing and central heating |
| EPC rating | On order |
| Possession | Tenanted on a new 6 month AST commencing 23 January 2014, with a rent payable of £450 pcm |
| Viewing | External viewing only: the tenant must not be disturbed |

Lot 68

Guide Price £55,000



37 Lowton Avenue, Moston, Manchester M9 4LH

Two bedroom terrace property.

Directions

| Accommodation | Ground Floor: Hallway, two separate reception rooms, fitted kitchen First Floor: Two bedrooms with built in cupboards, modern bathroom Externally: Pavement fronted, small yard to rear |
|---------------|---|
| Notes | Double glazing, central heating |
| EPC Rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction department 0161 443 4740 |
| | |

email: auction@edwardmellor.co.uk





8 Bateson Street, Stockport SK1 2NG

Two bedroom terraced property

| ' ' ' |
|--|
| Off Newbridge Lane, off St Marys Way (A626) |
| Ground floor: Lounge, separate dining room, kitchen, cellar First floor: Two bedrooms, bathroom Exterior: Rear yard |
| Gas central heating and double glazing. Convenient location close to Stockport town centre and the M60 motorway |
| On order |
| Vacant on completion |
| Auction Department 0161 443 4740 |
| |

Lot 70 SOLD PRIOR

Guide Price £50,000



Flat 6 Redfern House, Harrytown, Romiley, Stockport SK6 3BS

One bedroom retirement apartment

| Directions | Off Berrycroft Lane/Higher Bents Lane (A6017) |
|---------------|--|
| Accommodation | Ground floor: Hall, lounge, kitchen, bedroom, shower room. Pleasant communal lounge (shown) Exterior: Communal gardens, residents parking |
| Note | Double glazing, security intercom, emergency pull cord system. Hairdressing salon, resident house manager, guest room facilities. The vendor of this property is a director of Edward Mellor Ltd. Annual service charge £1608.66 pa. |
| EPC Rating | В |
| Possession | Vacant on completion (residents must be over 60) |
| Viewing | Auction Department 0161 443 4740 |



Guide Price £15,000 to £20,000 +



37 Norris Street, Darwen BB3 3DR

Two bedroom end terrace property

| Directions | Norris Street is just off Sudellside Street which intersects Sudell Road. |
|---------------|--|
| Accommodation | Ground Floor: Two reception rooms, extended kitchen to rear First Floor: Two bedrooms, bathroom Externally: Yard to rear |
| EPC | G |
| Possession | Vacant on completion |
| Viewings | Auction department 0161 443 4740 |

Lot 72

Guide Price £60,000 to £70,000



351 Chorley Road, Swinton, Manchester M27 6AY

Two bedroom terrace property

| Directions | Close to Swinton shopping centre |
|-------------|--|
| Description | Ground floor: Vestibule, living room, dining kitchen First floor: Two bedrooms, bathroom Externally: Yard to rear |
| EPC rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction department 0161 443 4740 |
| Notes | Central heating, double glazing |
| | |



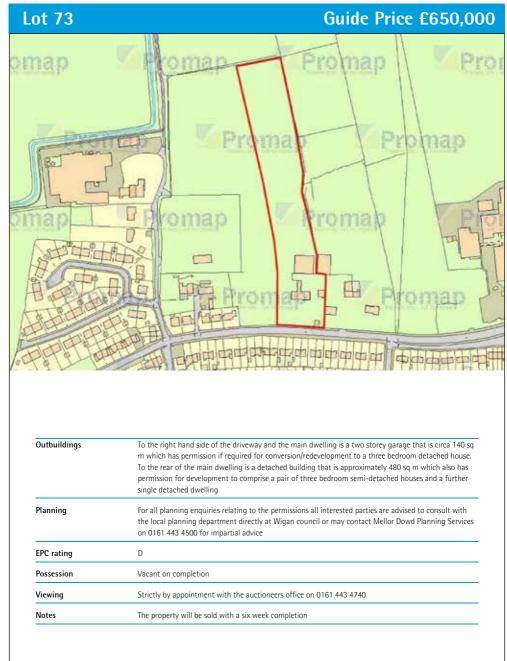


162 Manchester Road, Astley, Tyldesley M29 5FB

Substantial six bedroom detached dwelling with circa 4 acres

| Directions | The property is located on the A572 Manchester Road in close proximity to St Mary's High School |
|--|--|
| Overview | The property being offered for auction is a relatively unique proposition being a large six bedroom home with a teenager/granny annex attached. The property sits on a plot extending to 4 acres (1.6 Hectares) or thereabouts. |
| | The primary dwelling has a double detached two storey garage located to the right hand side and two large interconnected buildings behind the main residence. |
| | Subject to planning it may suit those seeking a large residence with space for horses and stables, those looking for somewhere to perhaps have a cattery or kennels, carry out business needing storage, work and office space with parking or those looking for a plot with existing planning for residential development and perhaps future development potential. |
| Living Accommodation Ground Floor: Large family kitchen/dining room, family room/dining room, lounge, ut bathroom and three bedrooms in the main part of the dwelling: a further self contain hallway, bathroom, dining kitchen, living room and bedroom is located off the dining First Floor: Two very large bedrooms both with en-suite shower rooms and walk in was the contained of the dining first Floor: Two very large bedrooms both with en-suite shower rooms and walk in was the contained of the contained of the dining first Floor: Two very large bedrooms both with en-suite shower rooms and walk in was the contained of the contained of the dining first Floor: Two very large bedrooms both with en-suite shower rooms and walk in was the contained of the | |
| Externally | The map and outline plan shown is purely for identification purposes only and must not be relied on as the actual boundaries. This information will be contained in the legal pack |









Guide Price £55,000 +



396 Manchester Road, Droylsden, Manchester M43 6QX

Two bedroom terrace property

| Ground floor: Lounge, dining kitchen First floor: Two bedrooms, bathroom |
|---|
| Exterior: Rear yard |
| Gas central heating and double glazing |
| D |
| Vacant on completion |
| Auction Department 0161 443 4740 |
| |

Lot 75

Guide Price £115,000 to £125,000



76 Stanwell Road, Swinton, Manchester M27 5TH

Three bedroom semi-detached property

| Directions | Off Partington Lane, off Worsley Road. Close to Swinton town centre |
|-------------|--|
| Description | Ground floor: Two reception rooms, kitchen First floor: Three bedrooms, bathroom Externally: front and rear gardens, off road parking |
| Notes | Double glazing, central heating |
| EPC Rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |







One bedroom terrace property

| Directions | Off Blackburn Road |
|---------------|--|
| Accommodation | Ground floor: Entrance hall, lounge, kitchen First floor: Bedroom, bathroom Externally: Rear yard |
| EPC rating | On order |
| Possession | Vacant on completion |
| Viewings | Auction department 0161 443 4740 |

Guide Price £20,000 to £25,000

Lot 77

Guide Price £30,000 +



2 Meldrum Street, Oldham OL8 1XP

Ground floor one bedroom flat

| Directions | Off Broadway Street, off Ashton Road (A627) |
|---------------|---|
| Accommodation | Not inspected Ground floor: Lounge, kitchen, bedroom, shower room Exterior: Forecourt, store |
| Note | Double glazing |
| EPC Rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |
| | |



Guide Price £375,000 to £400,000







80 Hazelhurst Road, Worsley, Manchester M28 2SQ

Four bedroom detached house with special history.....!

| Directions | Off Worsley Road | |
|-------------|--|--|
| Description | Ground floor: Hallway, WC, Study and guest room, lounge, dining room opening into conservatory, large dining kitchen, utility room First floor: Three double bedrooms, family bathroom Second floor: Large vaulted ceiling bedroom, en-suite bathroom Externally: Off road parking, garage, garden | |
| Notes | Double glazing, central heating system and rather a bit of special ownership history! | |
| EPC Rating | On order | |
| Possession | Vacant on completion | |
| Viewing | Auction department 0161 443 4740 | |



Guide Price £50,000 +



9 Coalburn Street, Belle Vue, Manchester M12 5WG

Three bedroom terrace property

| Directions | Off Belle Vue Street, Off Hyde Road (A57) |
|---------------|--|
| Accommodation | Not inspected Ground floor: Hall, lounge, dining room, kitchen, cellar First floor: Three double bedrooms, bathroom Exterior: Rear yard |
| EPC Rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |

Lot 80

Guide Price £35,000 to £40,000



24 Victor Street, Clayton Le Moors, Accrington BB5 5PD

Three bedroom terrace property

| Directions | Off Pickup Street, off Whalley Road |
|---------------|---|
| Accommodation | Ground floor: Entrance hall, lounge, kitchen First floor: Three bedrooms, bathroom |
| EPC rating | E |
| Possession | Vacant on completion |
| Viewings | Auction department 0161 443 4740 |





Guide Price £46,000 +



17 Dovedale Street, Failsworth, Manchester M35 0HE

Two bedroom end terrace property

| Directions | Off Beresford Street, off Oldham Road (A62) |
|---------------|--|
| Accommodation | Not inspected Ground floor: Lounge, open plan dining kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard |
| Note | Gas central heating and double glazing |
| EPC Rating | E |
| Possession | Tenanted - six month AST from 21/04/11 at £375 per month |
| | |

Lot 82

Guide Price £50,000



277 Ashton Road, Hyde **SK14 4RH**

Two bedroom terrace property

| Directions | At the junction with Talbot Road and Bennett Street (B6170) |
|---------------|--|
| Accommodation | Not inspected Ground floor: Lounge, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard |
| Note | Gas central heating and partial double glazing |
| EPC Rating | D |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |
| | |



Guide Price £90,000 +









112a Hall Street, Offerton, Stockport SK1 4HE

Two/three bedroom semi detached property

| Directions | On the main A626 | |
|---------------|---|--|
| Accommodation | Lower ground floor: Lounge/bedroom three, dining kitchen, bathroom Ground floor: Spacious open plan lounge/dining room, modern kitchen First floor: Two bedrooms - one with built in shower cubicle, bathroom Exterior: Rear yard with fire escape from the house | |
| Note | Gas central heating and double glazing. Deceptively spacious accommodation | |
| EPC Rating | E | |
| Possession | Vacant on completion | |
| Viewing | Auction Department 0161 443 4740 | |

Guide Price £75,000 +



Jennings Court, Flat 6, 1 Derby Range, Heaton Moor, Stockport SK4 4AB

Two bedroom apartment

| Directions | Off Shaw Road, off Heaton Moor Road (B5169) |
|---------------|---|
| Accommodation | Ground floor: Entrance hall, bedroom two, lounge Lower ground floor: Kitchen/breakfast room, master bedroom with en-suite shower room, bathroom Exterior: Corner situation with communal access via Derby Range |
| Note | Gas central heating and double glazing |
| EPC Rating | С |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |

Lot 85

Guide Price £39,000 +



3 Heather Bank, Todmorden OL14 6QT

Three bedroom terraced property

| Directions | From Rochdale Road (A6033) turn into Hollins Road, right into Henshaw Road which runs into Heather Bank |
|---------------|---|
| Accommodation | Ground floor: Lounge, kitchen, basement First floor: Two bedrooms, bathroom Second floor Loft bedroom with static staircase Exterior: Tiered rear yard overlooking hill with potential for rockery and flower beds |
| Note | Partial double glazing. Pleasant semi rural location with far reaching views |
| EPC Rating | F |
| Possession | Vacant on completion |
| Viewing | Auction Department 0161 443 4740 |





Guide Price £85,000



342 Great Western Street, Moss Side, Manchester M14 4DS

Three bedroom mid terrace property

| Directions | Located on Great Western Street near to junction of Broadfield Road |
|---------------|--|
| Accommodation | Ground Floor: Hallway, lounge, reception room/ bedroom with en-suite, dining room, kitchen First Floor: Three double bedrooms, bathroom Externally: Small front garden, flagged rear yard |
| Notes | The property is HMO compliant with an extensive fire alarm system, has double glazing to rear and original sash windows with some leaded lights to the front. Central heating system, boiler not working |
| EPC rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction department 0161 443 4740 |

Lot 87

Guide Price £49,000



16 Wellington Street, Farnworth, Bolton BL4 7DT

Two bedroom terrace property

| Directions | Off Albert Road A575 by Farnworth Park |
|---------------|---|
| Accommodation | Ground Floor: Living room, kitchen First Floor: Two bedrooms, bathroom Externally: Yard to rear |
| Notes | Requires some refurbishment |
| EPC Rating | On order |
| Possession | Vacant on completion |
| Viewing | Auction department 0161 443 4740 |
| | |



Lot 88 WITHDRAWN

Albert Place, Longsight, Manchester M13 0SQ Large terrace converted into 2 self contained flats.

| Directions | Albert Place is located off Dickenson Road close to Longsight Market | |
|---------------|---|--|
| Accommodation | Ground Floor: One bedroom self contained flat separate kitchen, lounge and bathroom First Floor: Two bedroom self contained flat with separate kitchen, lounge and bathroom Externally: Small garden to front, enclosed rear yard | |
| Notes | Recent double glazing, gas central heating | |
| EPC rating | Flat 1: E. Flat 2: F | |
| Possession | The property is tenanted by virtue of two AST agreements producing a combined income of £790 PCM. Full details will be in the legal pack available online | |
| Viewing | Strictly by appointment with the auctioneers office 0161 443 4740 | |



Guide Price £95,000 +



204 Hill Lane, Blackley, Manchester M9 6RG

Four bedroom semi detached property

| Directions | Off Victoria Avenue (A6104) | | |
|---------------|--|--|--|
| Accommodation | Ground floor: Hall, ground floor WC, lounge, dining kitchen First floor: Two bedrooms, bathroom/ WC Second floor: Two bedrooms, WC Exterior: Garden to rear. Driveway | | |
| Note | Gas central heating (boiler to be fitted on completion) and double glazing | | |
| EPC Rating | On order | | |
| Possession | Vacant on completion | | |
| Viewing | Auction Department 0161 443 4740 | | |



Lot 90

Guide Price £90,000 +



53 Broadfield Road, Moss Side, Manchester M14 4WE

Three bedroom terrace property

| Directions | Cocated off Great Western Street Ground Floor: Two reception rooms, kitchen First Floor: Three bedrooms, bathroom Externally: Small front garden, yard to rear | | |
|---------------|---|--|--|
| Accommodation | | | |
| Notes | Double glazing, central heating | | |
| EPC Rating | Е | | |
| Possession | Tenanted- awaiting sight of lease | | |
| Viewing | Auction department 0161 443 4740 | | |
| | | | |



Guide Price £35,000



59 Commercial Brow, Hyde SK14 2JR

Two bedroom terrace property.

| Directions | The property is located at the traffic light junction of Commercial Brow and Victoria Street | |
|---------------|--|--|
| Accommodation | Ground Floor: Hallway, two rooms, kitchen area First Floor: two rooms, bathroom Externally: Enclosed yard to rear | |
| Notes | The property requires full internal modernisation and is suited to cash buyers only | |
| EPC rating | On order | |
| Possession | Vacant on completion | |
| Viewing | Auction Department 0161 443 4740 | |

Lot 92

Guide Price £42,000+



8 Dollond Street, Blackley, Manchester M9 4FF

Two bedroom terrace property

| Directions | Off Melbourne Street, off Moston Lane | | |
|---------------|---|--|--|
| Accommodation | Ground floor: Lounge, dining room, kitchen First floor: Two bedrooms, bathroom Exterior: Rear yard | | |
| Note | Partial double glazing | | |
| EPC Rating | F | | |
| Possession | Vacant on completion | | |
| Viewing | Auction Department 0161 443 4740 | | |

email: auction@edwardmellor.co.uk



Guide Price £58,000







37 Melbourne Street, Moston, Manchester M9 4EH

Three bedroom town house

| Directions | Located off Moston Lane Ground Floor: Hallway, open plan lounge and dining room, modern kitchen First Floor: Three bedrooms, bathroom Externally: Garden fronted, lawn garden to rear | | |
|---------------|--|--|--|
| Accommodation | | | |
| Notes | Double glazing and central heating | | |
| EPC rating | On order | | |
| Possession | Vacant on completion | | |
| Viewing | Auction department 0161 443 4740 | | |



Guide Price £135,000 +



46 Delaunays Road, Crumpsall, Manchester M8 4RF Five bedroom semi detached property

| Directions | Off Delaunays Road, off Crumpsall Lane, off Middleton Road (A576) | | |
|---------------|---|--|--|
| Accommodation | Ground floor: Entrance hall, lounge, dining room, kitchen, cellar First floor: Three bedrooms, shower room/WC Second Floor: Two bedrooms, bathroom/WC Exterior: Garden to the front. Driveway. Storage garage (prospective buyers need to check the legal pack for confirmation of access). Rear yard | | |
| Note | Gas central heating | | |
| EPC Rating | F | | |
| Possession | Vacant on completion | | |
| Viewing | Auction Department 0161 443 4740 | | |



Guide Price £80,000



8 Gransmoor Avenue, Openshaw, Manchester, Greater Manchester M11 1HR Substantial thirteen bedroom, four storey property

| Directions | Located off Ashton Old Road near to Audenshaw border | | |
|---------------|---|--|--|
| Accommodation | Ground Floor: Hallway, communal lounge, 5 bedrooms First Floor: 3 bedrooms, 3 x WC, 2 x shower rooms Second Floor: 5 bedrooms Basement: Office and kitchen Externally: Yard to rear | | |
| Notes | The property has central heating and majority double glazing. There will be a six week completion on the property to serve notice on residents | | |
| EPC rating | On order | | |
| Possession | To be sold with vacant possession unless otherwise required | | |
| Viewing | By appointment only with Auctioneers 0161 443 4740 | | |

Guide Price £180,000 +



8 Withington Road, Whalley Range, Manchester M16 8AA Five bedroom semi detached property

| Directions | The property is located close to the junction of Upper Chorlton Road and Chorlton Road Lower ground floor: Cellars with two chambers Ground floor: Hall, four reception rooms, bathroom and WC First floor: Three bedrooms with bathroom and kitchen Second floor: Two further bedrooms Exterior: Lawned gardens to front with a large driveway with parking for several cars. Gated to the side leading to the large rear yard and six single garages which have electric and water | | |
|---------------|--|--|--|
| Accommodation | | | |
| Note | Gas central heating and double glazing | | |
| EPC Rating | F | | |
| Possession | Vacant on completion | | |
| Viewing | Auction Department 0161 443 4740 | | |

Guide Price £70,000 to £80,000



87 Somerford Road, Reddish, Stockport SK5 6QF Two bedroomed quasi semi detached Directions Somerford Road, off Thornley La



| | • | |
|---------------|---|--|
| Directions | Somerford Road, off Thornley Lane South at the Windmill Lane end | |
| Accommodation | Ground Floor: Porch, hallway, living room, dining kitchen First Floor: Two bedrooms, bathroom Externally: Off road parking to the front, garden to the rear | |
| Notes | Double glazing, central heating | |
| EPC rating | С | |
| Possession | Vacant on completion | |
| Viewing | Auction Department 0161 443 4740 | |
| | | |

Lot 98

Guide Price £40,000



274 Wensley Road, Blackburn BB2 6SR

Two bedroom terrace property

| Off Buncer Lane, off Preston Old Road | |
|--|--|
| Ground floor: Entrance hall, lounge, kitchen First floor: Two bedrooms, bathroom Externally: Rear yard | |
| Е | |
| Vacant on completion | |
| Auction department 0161 443 4740 | |
| | |



Guide Price £68,000 +



14 Bracewell Close, Belle Vue, Manchester M12 5WQ

Two bedroom mews property

| Directions | Off Scarcroft Road, off Hyde Road (A57) | |
|--|--|--|
| Accommodation | Not inspected Ground floor: Porch, lounge, kitchen, conservatory First floor: Two bedrooms, shower room Exterior: Rear yard | |
| Note Partial double glazing, cul-de sac location close to the Showcase Cinc and within easy reach of public transport into Manchester City Centr | | |
| EPC Rating | D | |
| Possession | Tenanted - please refer to the legal pack for more information | |
| Viewing | Strictly external viewing only, the tenants MUST NOT be disturbed | |

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melor

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- Financing your purchase
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- Mr Cook

"Excellent information on financing and identifying properties to renovate and sell on. Will definitely be in touch!"

-Ms Harrison

"All the staff I saw were very helpful, friendly, and willing to discuss my circumstances - which is what I wanted. It has been a very useful event."

- Ms Bryan



Terms and Conditions for proxy, telephone and internet bidding

1. A prospective purchaser must complete and sign the authorisation form opposite, using one form for each lot. In particular the purchaser should complete the part which shows the maximum price which he authorises the auctioneer to bid for a particular property. The maximum price to which the auctioneer is authorised to bid must be an exact figure (not, for example, "£100 over the highest bid in the room"). The auctioneer reserves the right not to bid on any purchaser's behalf should there be any error of confusion in respect of these instructions or the accompanying deposit cheque.

The completed form(s) must be delivered to Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS no later than the day before the auction. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing. Please include two forms of ID (one with photo).

- The prospective purchaser appoints the auctioneer as agent and authorises the auctioneer to bid for the relevant lot on behalf of the purchaser in such manner as the auctioneer thinks fit in his absolute discretion, and authorises the auctioneer or any partner or employee of Edward Mellor Auctions to sign the Memorandum of Sale on his behalf.
- 3. The prospective purchaser is considered to have inspected the auction catalogue including the Notices to Buyers, General Conditions of Sale, and Sales Particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot, and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
- 4. Prospective purchasers should enclose with their authorisation form(s) a valid cheque or bank draft drawn on a United Kingdom branch of their bank, representing 10% of their maximum bid (minimum £2000,) PLUS the 0.5% (min. £495.00) Buyers Premium, for each lot. Where the lot is purchased below the maximum bid, the balance of the deposit cheque will be considered an additional deposit towards the purchase price.

In the case of telephone/internet bidding, the purchaser may instead provide a blank cheque which the auctioneers will complete on behalf of the successful purchaser for 10% of the purchase price plus the 0.5% of the purchase price (min. £495.00) contract documentation charge.

- Unless the relevant lot is sold to the prospective purchaser, the amount of the maximum proxy or telephone bid will not
 be disclosed to the vendor or any other person whether before or after the sale without the consent of the prospective
 purchaser.
- 6. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular lot.
- 7. The auctioneer will make no additional charge for this service, and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity or instructions, late arrival of a proxy bid authorisation form, failure to contact a telephone bidder from the auction room, or for any other reason whatsoever. Telephone/internet bidders are advised that should they become disconnected or interrupted during bidding, Edward Mellor Auctions will not be held responsible for any loss suffered in respect thereof.
- 8. The prospective purchaser will be advised if the relevant lot has been successfully purchased on their behalf as soon as possible after the auction. Where the bid has not been successful, the proxy, telephone, internet bidder will be notified and the deposit will be returned as soon as reasonably possible. Banks processes may cause delays in refunds for some card payments.
- 9. Prospective purchasers are advised to telephone Edward Mellor Auctions (0161-443 4740) before 10.00 am on the day of the auction to ensure that there are no amendments to the particulars of sale or special conditions relating to the lot they are bidding on. The purchaser will be expected to have knowledge of any such changes and will buy subject to them in any event. If the prospective purchaser does not telephone and such amendments have been made, the auctioneer may in his absolute discretion decide not to bid for the relevant lot on the prospective purchaser's behalf, or refuse to accept bids by or on behalf of prospective purchasers, and the auctioneer will not be held responsible for any loss, costs or damages incurred as a result thereof.
- 10. When a prospective purchaser intends to bid at the auction in person or through an agent, such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In such a case the auctioneer will not make any bids on behalf of the prospective purchaser.

Proxy, Telephone & Internet Bidding for more information on internet bidding see i-bidder.com

Authorisation Form

| Method of b (please tick one) | idding: Proxy 🗌 | Teleph | one 🗌 | Internet |
|---|---|---|---|---|
| Name: | | | | |
| Buyers Name: (if different) Address: | | | | |
| | | | Posto | code |
| Telephone/ Internet: | Work: Home: | | preferred telepho auction) If the telephone | rs: please tick a box (or one number to use in the contact is broken or cannot e auctioneer is authorised to |
| *E-Mail: | | | the telephone bid stated on this for | nt his discretion on behalf of dder up to the maximum bid rm. If you wish the auctioneer |
| Pate of Auction *Essential for interne | | t Number: | to continue in th | is way please tick this box. |
| Property Addres | s: | | | |
| Maximum Bid: | An | nount of Depo | sit: | |
| I also enclose a cheq of ID (one with phot | ue for the Buyers Premium oo). I be made payable to Edward | of 0.5% of the ma | oe used as deposit (i ximum bid (minimu | minimum deposit £2,000.00) um £495.00) and my two forms |
| Trume certuares | | | | |
| Telephone No: | Pe | rson acting fo | r you: | |
| Memorandum of Sal upon me. I have read Telephone Bidding. I be read out by the a | d authorise Edward Mellor's e on my behalf, and underst I the General and Special Co accept it is my responsibilit uctioneer. I enclose a chequ | auctioneer to bid and that should m inditions of Sale an y to check for ame e or banker's draft | on my behalf for Long bid be successful the Terms and Condments to the care to the value of 10° | the contract will be binding onditions for Proxy and |
| Signed: | | | Date | |

COMMON AUCTION CONDITIONS

The CATALOGUE is issued only on the basis that YOU accept these conditions relating to the conduct of the AUCTION.

They override all other CONDITIONS and can only be varied if WE agree. Based on RICS Common Auction Conditions Edition 3 (2009).

Introduction

The common auction conditions have three main sections:

1. Glossary

This gives special meanings to some words used in the rest of the conditions.

2. Auction Conduct Conditions

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction, you do so on the basis that you accept them. They cannot be changed without the auctioneer's agreement.

3. Conditions of Sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots;
- Any extra general conditions in the catalogue or an addendum;
- Special conditions that apply only to the lot you are buying (and which may vary the general conditions).

These conditions are legally binding.

Important Notice:

A prudent buyer will, before bidding for a lot at auction:

- Take professional advice from a conveyancer, and, in appropriate cases, a chartered surveyor and an accountant;
- · Read the conditions;
- Inspect the lot;
- Carry out the usual searches and make the usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and the purchase price;
- Check whether VAT registration and option is advisable.

The conditions assume that the buyer has acted as a prudent buyer. If you choose to buy a Lot without taking these normal precautions you do so at your own risk.

Glossary

In the CONDITIONS wherever it makes sense:
• Singular words can be read as plurals, and

- plurals as singular words;
- A 'person' includes a corporate body;
- Words of one gender include the other genders;
- References to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- Where the following words appear in capitals they have specified meanings. These are listed below.

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 CONDITIONS,

(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 or (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 all 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 the 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 the 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 rentcharge).

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 judgement 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 ADDENDLIM)

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 available from the AUCTIONEERS on request (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 Act 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The AUCTIONFERS.

YOU (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 capitals have special meaning, 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 dis-applied 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.

A.2 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;

(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, withdraw LOTS from sale, 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

A.4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

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

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the auction and it is YOUR responsibility to check that YOU have the correct versions.

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

A5 THE CONTRACT

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

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT (if applicable).

A5.3 YOU must, before leaving the AUCTION: (a) provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM including proof of your identity if required by us;

(b) sign the completed SALE MEMORANDUM; and

(c) pay the deposit.

A5.4 If YOU do not WE may either
(a) as agent for the SELLER treat that failure as
YOUR repudiation of the CONTRACT and offer
the LOT for sale again: the SELLER may then have
a claim against YOU for breach of contract; or
(b) sign the SALE MEMORANDUM on YOUR
behalf.

A5.5 The deposit:

(a) is to be held as agent for the SELLER as stated in the SALE CONDITIONS;

(b) must be paid in pounds sterling by cheque or by bankers' draft drawn in OUR favour on an APPROVED FINANCIAL INSTITUTION. The Notices to Buyers at the front of the CATALOGUE states whether WE also accept debit or credit cards.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

A5.7 If the BUYER does not comply with its obligations under the contract then:
(a) YOU are personally liable to buy the LOT even if you are acting as an agent; and
(b) YOU must indemnify the SELLER in respect

of any loss the SELLER incurs as a result of the BUYER's default.

A5.8 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary, the minimum deposit WE accept is £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

Words in CAPITALS 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 granted and reserved (and any exclusions from it), is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any financial charges; these the SELLER must discharge on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority; (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health; (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoings and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002; (h) matter shat ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made
- (i) anything the SELLER does not and could not reasonably know about.
- G1.5 Where anything subject to which the LOT

is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.
- G1.9 The BUYER buys with full knowledge of (a) the DOCUMENTS whether or not the BUYER has read them:
- (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- G1.10 The BUYER is not to rely on the information contained in the PARTICULARS but may rely on the SELLER's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2 DEPOSIT

G2.1 The amount of the deposit is the greater of:
(a) the minimum deposit stated in the AUCTION
CONDUCT CONDITIONS (or the total PRICE, if this
is less than that minimum); and
(b) 10% of the PRICE (exclusive of any VAT on
the PRICE)

G2.2 THE DEPOSIT

(a) must be paid to the AUCTIONEERS by bank counter cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION or by personal cheque if accompanied by two forms of identification e.g. passport or driving licence; (b) is to be held as agents for the seller unless the special conditions provide otherwise. G2.3 Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it and any interest on it to the SELLER on COMPILETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

- G2.4 If a cheque for 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 AUCTIONEERS unless the SALE CONDITIONS provide otherwise

G3 BETWEEN CONTRACT AND COMPLETION

- G3.1 Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and:
- (a) produce to the BUYER on request all relevant insurance details:

- (b) pay the premiums when due;
- (c) if the BUYER so requests, and pays any additional premium, use reasonable endeavours to increase the sum assured or make other changes to the policy;
- (d) at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER:
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damages 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 GENERAL CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOTas at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter that occurs after the CONTRACT DATE.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The BUYER may raise no requisition or objection to any DOCUMENTS made available before the AUCTION;
- (b) if the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the LOT is being sold;
- (c) if the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT;
- (d) If title in in the course of registration, title is to consist of certified copies of:
- (i) the application for certification of title made to the land registry;
- (ii) the DOCUMENTS accompanying that

application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry, and to instruct the land registry to send the completed registration documents to the BUYER.

(e) the BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the transfer shall so provide):

(a) The covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection: these are to be treated as within the actual knowledge of the BUYER; and

(b) The covenant set out in Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

G4.6 The SELLER (and if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the CONDITIONS apply.

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if condition G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER, and

(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER remains liable in any respect in relation to the LOT (or a TENANCY) following COMPLETION the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the

BUYER, or by more than one TRANSFER.

G6 COMPLETION

G6.1COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

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

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

(a) direct transfer to the SELLER'S conveyancer's client account; and

(b) the release of any deposit held by a stakeholder or agent for the SELLER.

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 total payment 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 SELER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 NOTICE TO COMPLETE

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

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

(a) terminate the CONTRACT:

(b) claim the deposit and any interest on it if held by a stakeholder:

(c) forfeit the deposit and any interest on it; (d) resell the LOT: and

(e) claim damages from the BUYER.

END

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

If the CONTRACT is lawully 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; (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 GENERAL CONDITION 67.3.

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 to be not earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that the 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 3 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) by notice to the other terminate the CONTRACT at any time before the 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 BUYE

(a) the BUTER 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 or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them only if 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 conveyancers may reasonably require;

(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER's order:

(e) not without the consent of the seller release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to 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

(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 VA

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, 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) 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 &t Customs; and if it does not produce the relevant evidence at least two BUSINESS DAY'S before the AGREED COMPLETION DATE, GENERAL 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; and

(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 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 the HM Revenue & 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 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
(d) with no title guarantee; and the BUYER has
no right to rescind 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 f 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 employeees 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 yet 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 SELIER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETIONDATE 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 RENEWAL

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;

(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.

 $\ensuremath{\mathsf{G25.3}}$ If a warranty is not assignable the SELLER must after COMPLETION:

(a) hold the warranty on trust for the BUYER;

(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 possible:

(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

G28 CONTRACTS (Rights of Third Parties) ACT 1999

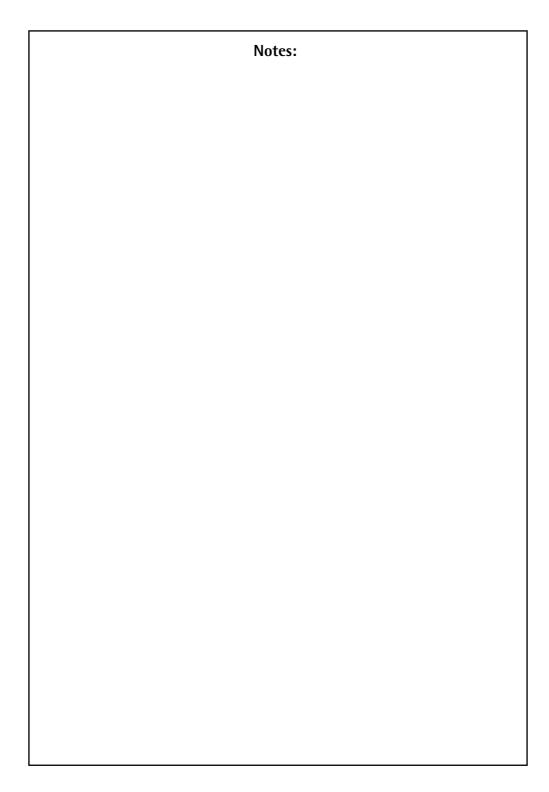
No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

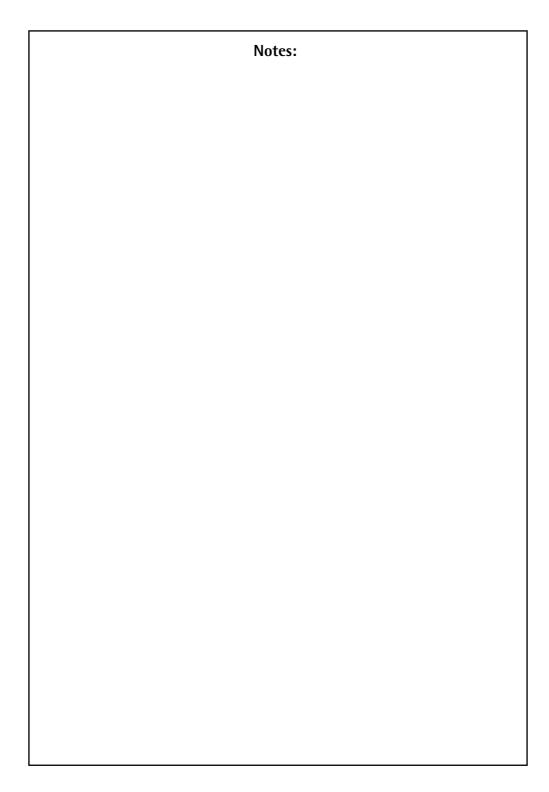
G29 EXTRA TERMS FOR REMOTE BIDDERS

G29.1 Edward Mellor strongly recommend that you attend the auction personally in order to bid. However, Edward Mellor will use reasonable endeavours to provide remote bidding facilities at the auction in accordance with these terms and conditions and will make no additional charge for such service.

G29.2 Edward Mellor will have no liability whatsoever towards you in the event of your remote bid not being made as a result of:

- · unclear instructions
- error, lack of clarity or confusion regarding the Registration Form or the deposit
- any change of date/time or venue for the auction
- interruprion or suspension of telephone or internet bidding services
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- any other factor beyond Edward Mellor's control.





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