

Tuesday 8th February 2011
Registration from 1.00 pm
Auction start time 2.00 pm

EDWARD
mellor
auction

Members Suite (located in the main Pavilion)
Lancashire County Cricket Club
Talbot Road, Old Trafford, Manchester M16 0PX



Market Watch

*Nick Green
Auctioneer*

Well, here we are again; another new year, another auction.

Despite all the doom and gloom surrounding the economy and the property market in general, we had a successful 2010 with some fantastic results for our vendors along with some bargains that were had by buyers.

What was clear last year was that property values were difficult to predict and I feel that Great Britain in general (helped no end by the media) had talked itself into a buyers market. We saw this first hand in the room as what struck me the most as auctioneer, toward the end of the year, was the reluctance of people attending the auction to bid. Was this uncertainty, was this lack of confidence?

I must tell you all a secret that isn't really a secret: the auction room is the best place to buy, as there is no waiting to see if your post auction offer has been accepted, no getting beaten to the post by another party and ending up bitterly disappointed.

I have personally spoken to saddened customers after auction where they have lost the property they wanted and I have spoken to buyers who could have saved themselves literally thousands of pounds by bidding on the day.

I am asked most often "What will happen in 2011?"- well, in reality no one knows, but if the residential market place picks up, as is predicted in many circles as finance reappears in greater volume, then a great deal of buyers may be kicking themselves that they didn't buy that house that they wanted when they had the chance. Why not get a return of 7.5% + on an investment rather than a pittance in the bank, why not buy a property to renovate and make yourself a 10% + return?

The most important thing to remember is that all of the team at Edward Mellor are here to help, if you have any questions no matter how trivial you think they are ask us, we have the most comprehensive auction team and agency set-up in the northwest, so take advantage of us!

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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 order. The buyer is advised to obtain his 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 catalogue. The extra and special conditions, along with addenda, are available for inspection by appointment with the Auction Department prior to sale day, or for one hour 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 - please follow the Auction link to the Online Catalogue download page. 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 precontract 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 Proxy. Forms may be found in the catalogue and these should be completed and returned to the Auctioneers together with a cheque representing 10% of your maximum bid (minimum £2,000), at least 48 hours before sale day.

8. The Auctioneers reserve the right to amend the lotting order at any time prior to the sale.

9. If there are any Addenda 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 and telephone number and your solicitor's name, address and telephone number. 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.

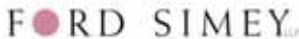
12. Would successful purchasers please be advised that on the fall of the hammer, THE TRANSACTION BECOMES LEGALLY BINDING. Immediately thereafter, the purchaser is required to sign a memorandum of sale giving the Auctioneer's Clerk their name, address and solicitor's details. A deposit of 10% of the 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. This can be paid separately or added to the 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!**

Here are just some of our rapidly expanding group of clients



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..... and some of the letters we have received from our satisfied customers!

"I was delighted with the auction result for my flat, especially as before the auction I had been on the verge of selling it privately for about half the sum it got at the sale! Thanks to Edward Mellor Auctions for their professional and efficient service, which I would recommend to anyone wanting to sell a property and with a minimum of fuss."

Mr L.B., Gwynedd

GUIDE: £35,000 SOLD AT: £80,500

"Just a quick 'Thank You' to all the staff at Edward Mellors who, from our first phone call to you and the viewings with Derek, to the auction day at LCCC were friendly, helpful and guided us, new to auctions, with knowledge and a smile, and this took away some of the apprehension of the day. We would certainly come again." H.S., Sale

"I just want to say thank you for your work today - you have no idea how happy you have made my family who have been waiting on the sale of this house for 4 years since my parents' death. The sale of the property gives us all the opportunity to move on. The fact that you managed to get a price £10k above the price we were happy with is a testament to you - I only wish we had come to you sooner. Thank you so much." Mr S.S., Manchester

**"Just had the call this has completed; many thanks, team for all your hard work and effort, we all do appreciate your help. Lou, thanks for your words of wisdom as without them we would not have achieved the price we ultimately attained."
Mrs A.H., Stockport**

"Might I also take this opportunity of thanking you, not only for your management of the property for the lengthy 2-year period until I was able to sell, but also for your sterling advice and manner of conduct of the sale which has led to the property being sold for £25,000 more than its value 2 years ago. I will certainly have no hesitation in using you again."

Mr L.T., Solicitor,
Macclesfield
Guide: £125,000
Sold at: £165,000

**"Hi Nick, what a result; never thought we'd get that much, thanks mate - it was all down to you (remind me to get you drunk next time I see you!) Thanks again, D"
Mr D.Y., Blackley
GUIDE £35,000+
SOLD AT £90,000**

"Nick, you are a man of your word - sorry I wasn't there to shake your hand and say thanks. I am more than happy that I opted to sell through you and Mellors, and the sale prices you have achieved have been fantastic.... and will definitely be using you and your team again in the future along with mentioning your expert attentive service throughout to anyone who I know may be looking for your kind of estate agency and auction services."

Mr P.B., Salford
GUIDE: £50,000 SOLD AT £64,000

"Many thanks for all your help, prior to and since the auction; it is much appreciated"

Mr B. T., Wilmslow Reserve £90,000 Sold at £98,000

"Just to let you know how much my wife and I have appreciated the service that has been provided by Edward Mellor in the sale of our property. This was our first auction with yourselves and we found the experience very professional and it went very smoothly. I am confident that we will be doing business in the future." Mr S. H., Cheltenham

"Louise: It was lovely to meet you today and I would like to thank you for all the work you put in for us on this one. Also lease pass on my thanks to auctioneer Nick Green and the rest of your team for what they did today. I would not hesitate to recommend Edward Mellor Auction Services. You handled the matter in a very efficient and professional manner. The price achieved vindicates everything we have done to get to this point." Mr S.B., Colwyn Bay

"I would like to say a big 'thank you' to you all for the professional manner in which my property was handled - I would definitely recommend you to anyone who wants to sell quickly."
Mrs G.S. Rochdale

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auction dates for 2010/11

Auction

(certain summer dates have changed due to cricket fixtures)

Closing Date

Tuesday 8th February 2011

5th January 2011

Tuesday 15th March 2011

9th February 2011

Wednesday 27th April 2011

19th March 2011

Monday 6th June 2011

3rd May 2011

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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



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order of sale for

Tuesday 8th February 2011

sale starts at 2.00pm

Lot	Property Address	
1	87 Clarence Road, Longsight, Manchester	Vacant three bedroom semi detached house
2	54 High Bank, Gorton, Manchester	Vacant three bedroom end terraced house
3	51 Reddish Lane, Gorton, Manchester	Tenanted three bedroom terraced house
4	40 Carlton Avenue, Rusholme, Manchester	Vacant two bedroom terraced house
5	15 Dunston Street, Openshaw, Manchester	Vacant two bedroom terraced house
6	10 Broadfield Road, Moss Side, Manchester	Vacant three bedroom semi detached house
7	23 Cringle Hall Road, Burnage, Manchester	Vacant three bedroom semi detached house
8	61 Old Moat Lane, Withington, Manchester	Vacant three bedroom terraced house
9	12 Barnsfold Avenue, Fallowfield, Manchester	Vacant three bedroom semi detached house
10	18 Egerton Lodge, Margaret Road, Denton, Manchester	Vacant two bedroom flat with garage
11	4 Jersey Street, Ashton under Lyne, Lancashire	Vacant two bedroom terraced house
12	18 Seddon Avenue, Gorton, Manchester	Vacant three bedroom terraced house
13	9 Wesley Street, Hadfield, Glossop	Vacant two bedroom terraced house
14	Land to rear of 41 Coatbridge St, Clayton, Manchester	Vacant plot of land
15	41 Coatbridge Street, Clayton, Manchester	Vacant three bedroom terraced house
16	21 Glossop Road, Gamesley, Glossop	Vacant two bedroom terraced house
17	45 Phethean Street, Farnworth, Bolton, Lancashire	Tenanted two bedroom terraced- income £350 pcm
18	20 Bank Street, Audenshaw, Manchester	Vacant two bedroom terraced house
19	53 Sandywell Street, Openshaw, Manchester	Vacant three bedroom terraced house
20	Land at Campbell Street, Reddish, Stockport, Cheshire	Land with 14 garages let informally at £11,000 pa
21	19 Brook Lane, Oldham, Lancashire	Three bed terraced let at reported £225 pcm
22	83 Roslyn Road, Davenport, Stockport, Cheshire	Vacant two bedroom semi detached house
23	21 Brookside Court, Slade Lane, Levenshulme, M/Cr	Vacant one bedroom ground floor flat
24	Land at Ashton Hill Lane/Gorsefields, Droylsden, M/Cr	Vacant plot of land - approximately 0.43 acres
25	Units 5 & 6, Gorton Industrial Estate, Froxmer St., Gorton	Vacant industrial warehouse/offices, 1,843 sq.m.
26	47 Oakfield Avenue, Droylsden, Manchester	Vacant extended three bedroom semi detached
27	7 Oldfield Drive, Mobberley, Cheshire	Vacant two bedroom bungalow
28	3 Whiteway Street, Harpurhey, Manchester	Vacant three bedroom terraced house
29	8 Ebsworth Street, Moston, Manchester	Vacant two bedroom terraced house
30	297 Charlestown Road, Blackley, Manchester	Vacant three bedroom semi detached house
31	319 Parrs Wood Road, Didsbury, Manchester	Vacant three bedroom semi detached house
32	577 Broadway, Chadderton, Oldham, Lancashire	Vacant seven bedroom detached house
33	15 The Towers, Pavilion Way, Macclesfield, Cheshire	Vacant two bedroom ground floor apartment
34	13 Tarn Mount, Macclesfield, Cheshire	Vacant two bedroom end mews house

Tuesday 8th February 2011

sale starts at 2.00pm

Lot	Property Address	
35	Former Audenshaw United Reform Church, Audenshaw	Workshop premises in former church and grounds
36	85 Torkington Road, Hazel Grove, Stockport, Cheshire	Five bedroom detached house with two annexes
37	57 Goodman Street, Moston, Manchester	Vacant two bedroom terraced house
38	1 Oadby Close, Belle Vue, Manchester	Vacant three bedroom semi detached house
39	Flat 64 Appleby Lodge, Wilmslow Road, Rusholme, M/Cr	Vacant one bedroom first floor flat
40	47 Peckers Hill Road, St Helens, Lancashire	Vacant ground floor retail premises
41	12 Ladybridge Road, Cheadle Hulme, Cheshire	Vacant extended three bedroom semi detached
42	90 Dickenson Road, Longsight, Manchester	Vacant three bedroom terraced house
43	56 Lavenham Close, Bury, Lancashire	Vacant two bedroom ground floor flat
44	27 Kimberley Street, Shaw Heath, Stockport	Vacant two bedroom terraced house
45	22 Ilfracombe Road, Offerton, Stockport, Cheshire	Vacant three bedroom semi detached house
46	16 Furnival Street, Crewe, Cheshire	Vacant three bedroom terraced house
47	21 Shakespeare Crescent, Eccles, Manchester	Vacant three bedroom terraced house
48	89 Market Street, Mottram in Longdendale, Hyde	SOLD PRIOR



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Contact – **Peter Robinson**

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Proxy and Telephone Bidding

Authorisation
Form

Method of bidding

(please tick one)

Proxy

Telephone

Name _____

Buyer's Name _____

(if different)

Address _____

Postcode _____

Telephone Work _____

(Telephone bidders: please tick a box for preferred telephone number to use in the auction)

Home _____

Mobile _____

If the telephone contact is broken or cannot be established the auctioneer is authorised to continue to bid at his discretion on behalf of the telephone bidder up to the maximum bid stated on this form. If you wish the auctioneer to continue in this way, please tick this box:

E-Mail _____

Date of Auction _____ Lot Number _____

Property Address _____

Maximum Bid _____ Amount of Deposit _____

I enclose a cheque or bank draft for 10% of the maximum bid to be used as deposit (minimum deposit £2,000.00)
I also enclose a cheque for the Buyers Premium of 0.5% of the maximum bid (minimum £495.00).
Both cheques should be made payable to Edward Mellor Ltd.

Solicitors

Name & Address _____

Telephone No. _____ Person acting for you _____

"I hereby instruct and authorise Edward Mellor's auctioneer to bid on my behalf for Lot No. _____ and to sign a Memorandum of Sale on my behalf, and understand that should my bid be successful the contract will be binding upon me. I have read the General and Special Conditions of Sale and the Terms and Conditions for Proxy and Telephone Bidding. I accept it is my responsibility to check for amendments to the catalogue details which may be read out by the auctioneer. I enclose a cheque or banker's draft to the value of 10% of my maximum bid and a further cheque for 0.5% of the maximum bid (min. £495.00) administration charge, both payable to Edward Mellor Ltd."

Signed _____ Date _____

This form must arrive no later than Monday 7th February 2011 at the offices of Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS

Terms and Conditions

for proxy and telephone 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 date stated on the registration form. Any request to alter or withdraw any proxy or telephone bidding form at any time prior to the auction must be in writing.

2. 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 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.

5. 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 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 bidder will be notified by post and the deposit returned as soon as reasonably possible.
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.

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SUCCESS STORIES

from our December sale

25 Sunny Bank Road, Longsight



- Four bedroom semi detached
- Guide Price £80,000+
- Sold for £125,000

101 Parsonage Road, Withington



- Three bedroom semi detached
- Guide Price circa £130,000
- Sold for £150,000

30 Hulme Road, Leigh



- Three bedroom semi detached
- Guide Price circa £50,000
- Sold for £59,000

1 Bush Street, Newton Heath



- Three bedroom semi detached
- Guide Price circa £50,000
- Sold for £52,000

41 Ridge Hill Lane, Stalybridge



- Two bedroom terraced house
- Guide Price £40,000+
- Sold for £42,000

14 King Edward St, Levenshulme



- Three bedroom terraced house
- Guide Price £65,000+
- Sold for £77,500

Additional Auction Services




On-Line Live

Visit www.eigroup.co.uk and select 'Online Auctions'. Choose 'Edward Mellor' and then 'Viewing Gallery'. You will then see details of the lot being offered and can watch the bidding as it happens.

It is not possible to bid from the screen.



Legal Documents

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



LiveLink

09067 591 427

Dial this number to listen to the Auctioneer as he is selling the Lots. **You cannot bid on this service.** To bid by telephone prior arrangement must be made directly with the auctioneers.

Services Provided by The Essential Information Group - 01737 226150 Calls cost 77 p/min for 09067 at all times

Mailing list registration

If you wish to register for catalogues for the next twelve months, please complete this form and return it to us along with a cheque for £25.00 (£35 if Republic of Ireland address). You will receive a catalogue for each auction as soon as it is available.

I wish to receive your auction catalogues for the next twelve months and enclose a cheque for £25.00 (£35 R.O.I.) made payable to Edward Mellor Ltd.

Name

Address

Postcode

Telephone Number

Email address

please return to:

Edward Mellor Auctions, 65-81 St Petersgate, Stockport SK1 1DS

today's start time is 2.00 pm

Lot 1



87 Clarence Road, Longsight, Manchester M13 0ZE

Substantial three bedroom semi detached house with vacant possession

Directions	Off Dickenson Road A6010
Accommodation	<i>Ground Floor:</i> Hall, lounge, dining room, kitchen with built in oven and hob, ground floor wet room/WC <i>First Floor:</i> Three bedrooms, bathroom, separate WC <i>Exterior:</i> Large rear yard with ample off-road parking
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £120,000+

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for a full auction catalogue with guide prices, results and up-to-date information

you MUST read the notices to prospective buyers!

Lot 2



54 High Bank, Gorton, Manchester M18 8UL

Vacant three bedroom end terraced house

Directions	Off Cross Lane, Chapman Street, Hyde Road A57
Accommodation	<i>Ground Floor:</i> Hallway, two reception rooms, kitchen, cellars <i>First Floor:</i> Three bedrooms, bathroom <i>Second Floor:</i> Boarded loft <i>Exterior:</i> Front garden, rear yard
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £45,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 3



51 Reddish Lane, Gorton, Manchester M18 7JH

Tenanted three bedroom terraced house

Directions	On B6167 off Hyde Road A57
Tenancies	Twelve month AST due to be signed: details to follow
Accommodation	
<i>Ground Floor:</i>	Hallway, two reception rooms, large dining kitchen, utility area, WC
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Basement:</i>	Cellars
<i>Exterior:</i>	Rear yard
Viewing	Auction Department 0161-443 4740

Guide Price: circa £50,000

Lot 4



40 Carlton Avenue, Rusholme, Manchester M14 7WL

Vacant two bedroom terraced house

Directions	Off Yew Tree Road, Claremont Road, Princess Road A5103
Accommodation	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Hall, lounge, dining room, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Enclosed rear yard
Note	Central heating
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £60,000

you **MUST** read the notices to prospective buyers!

15 Dunston Street, Openshaw, Manchester M11 2JU

Lot 5

Vacant two bedroom terraced house

Situation Off Meech Street, Greenside,
Street, Ashton Old Rd A635

Accommodation

Ground Floor: Lounge, dining kitchen
First Floor: Two bedrooms, bathroom
Exterior: Rear yard

Possession Vacant on completion

Note The minimum deposit on this
property will be £4,000

Viewing External only - the property
is boarded up

Guide Price: circa £20,000



10 Broadfield Road, Moss Side, Manchester M14 4WF

Lot 6

Vacant three bedroom semi detached
house

Directions Off Moss Lane East B5219

Accommodation

Ground Floor: One reception room, kitchen
First Floor: Three bedrooms, bathroom/WC
Second Floor: Converted loft
Exterior: Yard

Note Double glazing, central heating
system with no boiler

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £69,000+



today's start time is 2.00 pm

Lot 7



23 Cringle Hall Road, Burnage, Manchester M19 2HU

Vacant three bedroom semi detached house

Directions Off Slade Lane, Kingsway A34

Accommodation

Ground Floor: Hallway, two reception rooms, kitchen

First Floor: Three bedrooms, bathroom

Exterior: Corner plot with gardens to three sides, driveway

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £115,000

Lot 8



61 Old Moat Lane, Withington, Manchester M20 3EJ

Vacant three bedroom terraced house

Directions Off Yew Tree Road, Burton Road. Palatine Road B5167

Accommodation

Ground Floor: Hall, dining room, lounge, kitchen

First Floor: Three bedrooms, bathroom

Exterior: Rear yard, front garden

Note Central heating

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £125,000+

you MUST read the notices to prospective buyers!

Lot 9



12 Barnsfold Avenue, Fallowfield, Manchester M14 6FJ

Vacant three bedroom semi detached house

Directions	Off Finchley Road, Wellington Road, Wilbraham Road A6010
Accommodation	<i>Ground Floor:</i> Hall, lounge, separate dining room, kitchen <i>First Floor:</i> Three bedrooms, shower room/WC <i>Exterior:</i> Gardens front and rear, driveway
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £140,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 10



18 Egerton Lodge, Margaret Road, Denton, Manchester M34 3BN

Vacant purpose-built two bedroom flat with garage

Directions	Off Moorside Lane, Wood Street. Edward Street, A57 Hyde Road
Accommodation	<i>Ground Floor:</i> Communal entrance, stairs <i>Top Floor:</i> Two bedrooms, lounge, kitchen with pantry cupboard off, bathroom, store cupboard <i>Exterior:</i> Communal gardens, garage
Note	Electric heating, part double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £45,000+

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4 Jersey Street, Ashton under Lyne, Lancashire OL6 6JE

Lot 11

Vacant two bedroom terraced house

Directions Off Alexandra Road, Turner Lane, Wellington Road A6043

Accommodation

Ground Floor: Lounge, kitchen diner
First Floor: Two bedrooms, bathroom
Exterior: Rear yard

Note Gas central heating, double glazing. The vendor of this property has a connected interest in Edward Mellor Ltd.

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £45,000



18 Seddon Avenue, Gorton, Manchester M18 8NW

Lot 12

Vacant three bedroom terraced house

Directions Off Meadfoot Road, Chapman Street, Hyde Road A57

Accommodation

Ground Floor: Living room, extended dining kitchen
First Floor: Three bedrooms, bathroom
Exterior: Rear garden, paved and walled to front

Note Gas central heating and uPVC double glazing. The vendor of this property has a connected interest in Edward Mellor Ltd.

Possession Vacant on completion

Viewing Auction Department
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Guide Price: circa £50,000



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today's start time is 2.00 pm

Lot 13



9 Wesley Street, Hadfield, Glossop SK13 1DH

Vacant two bedroom terraced house

Directions Off Station Road, Woolley Bridge Rd, Woolley Lane A57

Accommodation

Ground Floor: Lounge, kitchen/dining room

First Floor: Two bedrooms, bathroom

Exterior: Rear yard

Note

Gas central heating and double glazing. The vendor of this property has a connected interest in Edward Mellor Ltd

Possession Vacant on completion

Viewing Auction Department
0161 443 4740

Guide Price: circa £55,000

Lot 14



Land to the rear of 41 Coatbridge Street, Clayton, Manchester M11 4QZ

Vacant plot of land

Directions Off Clayton Hall Road, Ashton New Road A662

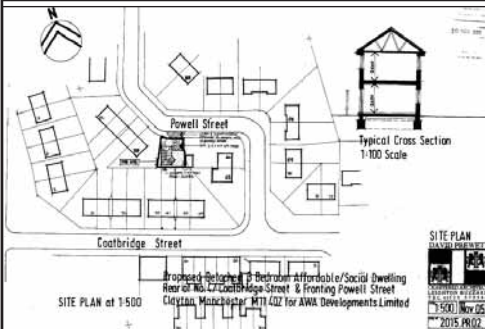
Planning Planning consent (now expired) granted on 14.3.06 by Manchester City Council for one detached dwelling:
Application No: 078020/F0/2005/N2

Note The minimum deposit on this property will be £3,000

Possession Vacant on completion

Viewing Open site

Guide Price: circa £8,000



you **MUST** read the notices to prospective buyers!

41 Coatbridge Street, Clayton, Manchester M11 4QZ

Vacant three bedroom terraced house

Directions	Off Clayton Hall Road, Ashton New Road A662
Accommodation	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Living room, kitchen, WC
<i>First Floor:</i>	Three bedrooms, bathroom/WC
<i>Exterior:</i>	Front and rear gardens
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £45,000-£50,000



Lot 15

21 Glossop Road, Gamesley, Glossop, High Peak SK13 6JH

Vacant two bedroom terraced house

Directions	On main A626
Accommodation	
<i>Ground Floor:</i>	Lounge, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Front and rear garden
Note	The vendor of this property has a connected interest in Edward Mellor Ltd. There is the potential to generate off- road parking in the rear garden
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £65,000



Lot 16

today's start time is 2.00 pm

Lot 17



45 Phethean Street, Farnworth, Bolton BL4 7LJ

Tenanted two bedroom terraced house
Income £350 per month

Directions	Off Cawdor Street, Egerton Street A575 in Moses Gate
Tenancies	Let until 30.3.2011 at £350 per month
Accommodation	
<i>Ground Floor:</i>	Lounge, dining kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Forecourt, rear yard with parking
Note	Central heating
Viewing	External viewing only - tenant must not be disturbed

Guide Price: £42,000+

Lot 18



20 Bank Street, Audenshaw, Manchester M34 5BU

Vacant two bedroom terraced house

Directions	Off Pleasant Street, Providence Street, Guide Lane A6017
Accommodation	
<i>Ground Floor:</i>	Entrance vestibule, lounge, kitchen diner, rear entrance area, bathroom
<i>First Floor:</i>	Two bedrooms
<i>Exterior:</i>	Rear yard
Note	Gas central heating. The vendor of this property has a connected interest in Edward Mellor Ltd.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £45,000

you MUST read the notices to prospective buyers!

Lot 19



53 Sandywell Street, Openshaw, Manchester M11 1BD

Vacant three bedroom terraced house

Directions	Off Old Lane, Ashton Old Road A635
Accommodation	<i>Ground Floor:</i> Hall, lounge, dining kitchen, utility room <i>First Floor:</i> Three bedrooms, bathroom <i>Exterior:</i> Front garden, rear yard
Note	Central heating, double glazing. The property has been fully refurbished
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £65,000 – £75,000

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today's start time is 2.00 pm

Lot 20



Land at Campbell Street, Reddish, Stockport SK5 6UT

With 14 garages reported let at £11,000 per annum on informal agreement

Directions	Off Mill Lane, Gorton Road B6167
Planning	Planning permission for demolition of garages and erection of three detached two bedroom bungalows for the over-55s or disabled persons granted on 27.07.10 by Stockport MBC (Ref: DC043917)
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £130,000

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19 Brook Lane, Oldham, Lancashire OL8 2BD

Tenanted three bedroom end terraced house

Reported income £225.00 per month

Directions	Of Abbey Hills Road B6194
Tenancies	Awaiting sight of tenancy
Accommodation	NOT INSPECTED BUT REPORTED TO BE
<i>Ground Floor:</i>	Two reception rooms, kitchen
<i>First Floor:</i>	Three bedrooms, bathroom
<i>Exterior:</i>	Rear yard
Viewing	External viewing only - tenant must not be disturbed

Lot 21



Guide Price: circa £50,000

83 Roslyn Road, Davenport, Stockport, Cheshire SK3 8LH

Vacant two bedroom semi detached house

Directions	Off Garners Lane, Bramhall Lane A5102
Accommodation	
<i>Ground Floor:</i>	Hall, living room, kitchen area (no units)
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Gardens front and rear
Note	Double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Lot 22



Guide Price: circa £75,000

today's start time is 2.00 pm

Lot 23



21 Brookside Court, Slade Lane, Levenshulme, Manchester M19 2AH

Vacant one bedroom ground floor flat

Directions	On main A5079
Accommodation	<i>Ground Floor:</i> Communal hall, door to flat: hall, three large cloakrooms, lounge, kitchen, double bedroom, shower room/WC, storage cupboards <i>Exterior:</i> Communal well-tended gardens front and rear, gated communal park to rear.
Note	Electric storage heating and double glazing. Sub-letting at Brookside Court is not permitted.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £48,000+

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Lot 24



Land at Ashton Hill Lane & Gorsefields, Droylsden/Audenshaw border, Manchester M43 6DZ

Vacant plot of land – approx 0.17 hectares (0.43 acres)

Directions	Located at the meeting point of Ashton Hill Lane (west), Gorsefields (north) and Ashton Canal (south)
Accommodation	Residential development opportunity with lapsed planning for 12 mews style properties, site area 0.17 Hectares (0.43 acres) to be sold on behalf of LPA receivers. The site is located approximately 4 miles to the east of Manchester City Centre with excellent transport links to include the extended Metrolink tram line along Ashton Road scheduled for completion Spring 2011. The site is cleared and fenced and approximately 0.17 Hectares (0.43 Acres)
Note	The property has previously benefited from planning permission for 12 apartments with 17 off street parking spaces (Application Number 04/00286/OUT) that lapsed in July 2009. All interested parties are advised to make their own enquiries directly to Tameside Borough Council.
Tenure	The site is held freehold under title MAN78798
VAT	All prices are exclusive of, but may be liable to VAT: please refer to the legal pack for clarification.
Possession	Vacant on completion
Viewing	Open site



Guide Price: circa £95,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 25



Units 5 & 6, Gorton Industrial Estate, Froxmer Street, Gorton, Manchester M18 8EF

Vacant industrial warehouse and offices Gross internal area 1,843 sq.m.

Directions	Off Gorton Lane, Pottery Lane, Hyde Road A57										
Description	<p>Approximately 20,000 sq ft single storey industrial unit (eaves height 4.2m) with offices and car parking and separate communal secured yard. This property forms part of Gorton Industrial Estate on Froxmer Street which is around 3 miles of Manchester City Centre and approximately 2 miles from Junction 24 of the M60 and Junction 1 of the M67 Motorways. The property is part brick, part steel frame construction under pitched roofing having majority warehousing space with cellars and two storey office accommodation.</p> <table><tr><td><i>Basement</i></td><td>65 sq m (697 sq ft)</td></tr><tr><td><i>Warehousing</i></td><td>1,685 sq m (18,128 sq ft)</td></tr><tr><td><i>First floor offices</i></td><td>67 sq m (716 sq ft)</td></tr><tr><td><i>Second floor offices</i></td><td>26 sq m (279 sq ft)</td></tr><tr><td><i>Total</i></td><td>1843 sq m (19,820 sq ft)</td></tr></table>	<i>Basement</i>	65 sq m (697 sq ft)	<i>Warehousing</i>	1,685 sq m (18,128 sq ft)	<i>First floor offices</i>	67 sq m (716 sq ft)	<i>Second floor offices</i>	26 sq m (279 sq ft)	<i>Total</i>	1843 sq m (19,820 sq ft)
<i>Basement</i>	65 sq m (697 sq ft)										
<i>Warehousing</i>	1,685 sq m (18,128 sq ft)										
<i>First floor offices</i>	67 sq m (716 sq ft)										
<i>Second floor offices</i>	26 sq m (279 sq ft)										
<i>Total</i>	1843 sq m (19,820 sq ft)										
Tenure	We understand that the property is freehold and that the yard area to the south of unit 6 is held by way of a 99 year lease (less 10 days) from 25 March 1973 at a rent of £25 per annum, subject to review										
Rateable Value	The property is listed under the 2010 Rating List as: Description: Warehouse & Premises Rateable Value: £42,750										
VAT	All prices are exclusive of, but may be liable to VAT: please refer to the legal pack for clarification										
Possession	Vacant on completion										
Viewing	Auction Department 0161-443 4740										

Guide Price: £250,000 – £300,000

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47 Oakfield Avenue, Droylsden, Manchester M43 6PG

Extended three bedroom semi detached
house with vacant possession

Directions Off Manchester Road A662

Accommodation

Ground Floor: Hall, lounge, kitchen, utility room

First Floor: Three bedrooms, bathroom/WC

Exterior: Front and rear gardens - not overlooked at the rear

Note Central heating and partial double glazing

Possession Vacant on completion

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0161-443 4740

Lot 26



Guide Price: circa £75,000

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today's start time is 2.00 pm

Lot 27



7 Oldfield Drive, Mobberley, Cheshire WA16 7HB

Vacant two bedroom bungalow

Directions	Off B5085 Town Lane
Accommodation	<i>Ground Floor:</i> Hall, lounge, kitchen, two bedrooms, bathroom/WC <i>Exterior:</i> Front and rear gardens
Note	Double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £95,000+

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Lot 28



3 Whiteway Street, Harpurhey, Manchester M9 5PN

Vacant three bedroom terraced house

Directions	Off Vernon Street, Fernclough Road, Carisbrook Street, Rochdale Road A664
Accommodation	<i>Ground Floor:</i> Hall, lounge, separate dining room, kitchen <i>First Floor:</i> Three bedrooms, bathroom/WC <i>Exterior:</i> Rear yard
Note	Gas central heating with Combi boiler, double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £55,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 29



8 Ebsworth Street, Moston, Manchester M40 9NE

Vacant two bedroom terraced house

Directions	Off Moston Lane, Rochdale Road A664
Accommodation	<i>Ground Floor:</i> Through lounge/dining room with laminate flooring, extended kitchen with built-in oven and hob and extractor fan <i>First Floor:</i> Two bedrooms, bathroom/WC <i>Exterior:</i> Rear yard
Note	Central heating and double glazing. At the time of going to print, the property was tenanted but we understand it will be vacated at the end of January.
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £45,000

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**297 Charlestown Road,
Blackley, Manchester
M9 7BB**

**Vacant three bedroom
semi detached house**



Directions Off Rochdale Road A664

Accommodation

Ground Floor: Porch, hallway, lounge,
dining room, kitchen area
First Floor: Three bedrooms, bathroom
Exterior: Gardens front and rear,
driveway and garage

Note Central heating and
partial double glazing

Possession Vacant on completion

Viewing 0161-443 4740

Guide Price: £60,000+

Lot 30



**319 Parrswood Road, Didsbury,
Manchester M20 6GR**

Vacant three bedroom semi detached house

Directions Off Wilmslow Road A5145

Accommodation

Ground Floor: Porch, hall, dining room,
lounge, kitchen with built in
oven and hob
First Floor: Three double bedrooms,
bathroom, separate WC
Exterior: Gardens front and rear

Note Central heating and double
glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £110,000

Lot 31



email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 32



**577 Broadway, Chadderton, Oldham,
Lancashire OL9 8DW**

Vacant seven bedroom detached house

Guide Price: circa £375,000

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Lot 32



Directions	On main A663
Accommodation	<i>Ground Floor:</i> Hall, games room, lounge, dining room, modern dining kitchen, WC/utility room <i>First Floor:</i> Seven bedrooms, (one ensuite), family bathroom <i>Exterior:</i> Front and rear gardens, large double garage with in-and-out automatic doors
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

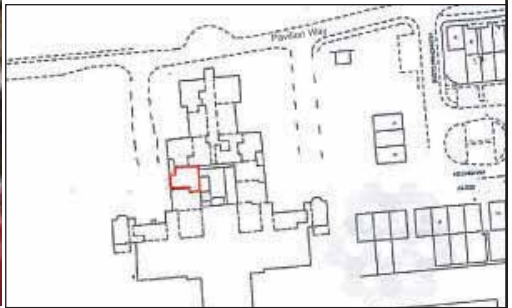
Guide Price: circa £375,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 33



15 The Towers, Pavilion Way, Macclesfield, Cheshire SK10 3LT

Vacant two bedroom ground floor apartment

Directions	Off Victoria Road, Prestbury Road, Chester Road A537. The development is to the left side of Pavilion Way; after passing the main entrance of the original building, turn left and Flat 15 is at the end of the road on the left. The development is pleasantly located opposite open parkland
Accommodation	<i>Ground Floor:</i> Hall, lounge with french doors to garden, kitchen with built in oven and hob, two bedrooms, shower room/WC <i>Exterior:</i> Communal gardens and parking
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £85,000+

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Lot 34



13 Tarn Mount, Macclesfield, Cheshire SK11 7XX

Vacant two bedroom end mews house

Directions Off Valley Road, Ivy Lane, Congleton Road A536

Accommodation
Ground Floor: Hall, lounge, kitchen
First Floor: Two bedrooms, bathroom/WC
Exterior: Front and rear gardens

Note Central heating and double glazing

Possession Vacant on completion

Viewing Auction Department 0161-443 4740

Guide Price: £85,000+

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 35



Former Audenshaw United Reform Church, Mount Pleasant Street, Audenshaw, Manchester M34 5XX

Substantial workshop premises in former church in good sized grounds. Potential for alternative usage such as day care nursery, subject to relevant planning permission and regulations.

Directions Off Tame Street, Guide Lane A6017. The site is located approximately 2 miles south of Ashton under Lyne Town centre and 8 miles to the east of Manchester City Centre and with excellent transport links to the M60 Motorway.

Planning The property may lend itself to alternative usage such as children's day care nursery subject to relevant planning permission; interested parties are advised to consult with the local planning department directly at: Planning and Building Control, Tameside MBC Council Offices, Wellington Road, Ashton under Lyne OL6 6DL Tel: 0161 343 4460

Guide Price: £250,000 – £300,000

you MUST read the notices to prospective buyers!

Lot 35



Accommodation	<p>The property is of traditional brick construction under a recently renovated pitched roof, and comprises entrance vestibule, two workshops, office room, staff room, store room, WC and two basement rooms totalling 454.30 sqm (4,890 sq ft).</p> <p>Externally there are large lawn gardens to the rear with further provision for 12 car parking spaces – site area approximately 0.34 acres</p>
Heating	<p>The property has a gas fired central heating system.</p> <p>Rateable Value (2010): £9,900 Ref: K099000001 Category Code 096 - Factories, Workshops and Warehouses (including Bakeries and Dairies)</p>
VAT	<p>All prices are exclusive of, but may be liable to VAT: please refer to the legal pack for clarification.</p>
Possession	<p>Vacant on completion</p>
Viewing	<p>Auction Department 0161-443 4740</p>

Guide Price: £250,000 – £300,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 36



85 Torkington Road, Hazel Grove, Stockport SK7 6NR

A substantial double fronted five bedroom detached residence believed to have been built circa 1832 with two additional annexes providing a further four bedrooms

Directions	On A626, off London Road A6
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £550,000

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Lot 36



Accommodation

A rare and exciting opportunity to acquire a magnificent detached home which includes two North & East Annexes providing a further four bedrooms and therefore making it ideal for families joining together whilst still wishing to retain their independence. You will be amazed at the "Grandeur" associated with the property which can only be appreciated through an internal inspection.

The location of the property is highly desirable given its proximity to local amenities yet at the same time the countryside is only a short distance away.

The main residence provides living accommodation over four impressive floors which includes three large reception rooms, full height cellars currently used as a snooker room and gym, three first floor bedrooms, three bathrooms and a further two attic bedrooms to the second floor.

The North Annex includes a living room, kitchen, two bedrooms and bathroom suite whilst the East Annex includes lounge, kitchen, two bedrooms including en suite shower room and separate bathroom suite.

The property stands in a substantial plot with private lawned and shrubbed gardens and including a double brick built garage with studio above.

Guide Price: circa £550,000

email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 37



57 Goodman Street, Moston, Manchester M9 4FD

Vacant two bedroom terraced house

Directions Off Lewis Avenue, Parkmount Road, Rochdale Road A664

Accommodation

Ground Floor: Lounge, dining room, kitchen

First Floor: Two bedrooms, bathroom

Exterior: Small front garden, rear yard

Note Double glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: 40,000 – £45,000

Lot 38



1 Oadby Close, Belle Vue, Manchester M12 4WJ

Vacant three bedroom semi detached house

Directions Off Collington Close, Kirkmanshulme Lane, Hyde Road A57

Accommodation

Ground Floor: Lounge/dining room, kitchen

First Floor: Three bedrooms, bathroom

Exterior: Gardens front and rear

Note Central heating

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £88,000

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Flat 64 Appleby Lodge, Wilmslow Road, Rusholme, Manchester M14 6HY

Vacant one bedroom first floor flat

Directions	On main A6010 adjacent to Brighton Grove
Accommodation	NOT SEEN BUT REPORTED:
<i>Ground Floor:</i>	Communal access and cellars
<i>First Floor:</i>	Lounge, bedroom, kitchen, bathroom
<i>Exterior:</i>	Communal gardens, garage
Note	Central heating and double glazing
Possession	Vacant on completion
Viewing	Auction Dept 0161-443 4740

Guide Price: £65,000+

Lot 39



47 Peckers Hill Road, St Helens, Lancashire WA9 3LQ

Vacant ground floor retail premises

Directions	Off Robins Lane, off Scorecross A569
Accommodation	
<i>Ground Floor:</i>	Main shop area 4.79x 11.85 sq.m. Store/kitchen area 4.13 x 5.35 sq.m., plus WC
Note	The property has been refurbished and benefits from A1 (retail) planning consent, but may also be suitable for office use
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £25,000

Lot 40



email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 41



12 Ladybridge Road, Cheadle Hulme, Cheshire SK8 5BL

Vacant extended three bedroom semi detached house on corner plot

Directions	Off Albert Road A5149 on the corner of Lorna Road
Accommodation	<i>Ground Floor:</i> Hallway, two reception rooms, dining kitchen <i>First Floor:</i> Three bedrooms, bathroom, separate WC <i>Exterior:</i> Gardens to three sides, driveway, attached garage
Note	Central heating, partial double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: £150,000+

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90 Dickenson Road, Longsight, Manchester M14 5HJ

Vacant three bedroom terraced house on the border with Rusholme

Directions On main A6010, off Wilmslow Road

Accommodation

Ground Floor: Hallway, two reception rooms, kitchen

First Floor: Three bedrooms, bathroom

Exterior: Rear yard

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £110,000+

Lot 42



56 Lavenham Close, Bury, Lancashire BL9 8DP

Vacant two bedroom ground floor flat

Directions Off Manchester Road A56

Accommodation

Ground Floor: Communal entrance hallway and intercom system. Hallway with store cupboard, lounge, kitchen, two bedrooms, bathroom

Exterior: Communal gardens and garage

Note Double glazing and electric storage heating

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £55,000-£65,000

Lot 43



today's start time is 2.00 pm

Lot 44



27 Kimberley Street, Shaw Heath, Stockport, Cheshire SK3 8EB

Vacant two bedroom terraced house

Directions	Off Lowfield Road, Wellington Road South A6
Accommodation	
<i>Ground Floor:</i>	Two reception rooms, kitchen
<i>First Floor:</i>	Two bedrooms, bathroom
<i>Exterior:</i>	Rear yard
Note	Part double glazing
Possession	Vacant on completion
Viewing	Auction Department 0161-443 4740

Guide Price: circa £60,000

Lot 45



22 Ilfracombe Road, Offerton, Stockport, Cheshire SK2 5AS

Vacant three bedroom semi detached

Directions	Off Woodlands Drive, Offerton Lane A626
Accommodation	
<i>Ground Floor:</i>	Hall, lounge, open plan to dining room, kitchen, uPVC double glazed conservatory
<i>First Floor:</i>	Three bedrooms, bathroom/WC
<i>Exterior:</i>	Front and rear gardens, rear overlooking Woodbank Park playing fields
Note	uPVC double glazing
Possession	Vacant on completion
Viewing	0161-443 4740

Guide Price: £90,000+

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16 Furnival Street, Crewe, Cheshire CW2 7LH

Vacant three bedroom terraced house
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MORTGAGEES IN
POSSESSION

Pure
Panel Management Ltd

Directions Off Brooklyn Street, Nantwich
Road A534

Accommodation

Ground Floor: Hall, lounge, sliding doors to dining room, large breakfast kitchen (no fittings)

First Floor: Three double bedrooms, bathroom/WC (no suite)

Exterior: Rear yard

Note Double glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: circa £60,000

Lot 46



email: auction@edwardmellor.co.uk

0161 443 4740

today's start time is 2.00 pm

Lot 47



21 Shakespeare Crescent, Eccles, Manchester M30 0PB

Vacant three bedroom terraced house

Directions Off Liverpool Road A57

Accommodation

Ground Floor: Two reception rooms, kitchen
First Floor: Three bedrooms, bathroom
Basement: Cellar
Exterior: Front garden, rear yard

Note Gas central heating and uPVC double glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £80,000+

Lot 48



89 Market Street, Mottram in Longdendale, Hyde, Cheshire SK14 6JQ

Vacant three bedroom stone terraced
cottage (former farmhouse) in near 65
village

Directions Off Hyde Road A57

Accommodation

Ground Floor: Kitchen diner, front room, hallway, rear lounge
First floor: Bathroom, three bedrooms
Exterior: Rear patio garden, outhouses

Note Gas central heating (no boiler), part double glazing

Possession Vacant on completion

Viewing Auction Department
0161-443 4740

Guide Price: £59,000+

you MUST read the notices to prospective buyers!

14 Hunt Avenue, Ashton under Lyne, Lancashire OL7 9RB

Lot 49

Vacant two bedroom detached bungalow

Directions Off Vicarage Road, Wilshaw Lane, Oldham Road A627

Accommodation NOT INSPECTED:
Ground Floor: Hall, breakfast kitchen, lounge, bathroom, separate WC, two bedrooms, utility room, two stores
Exterior: Gardens front and rear, driveway

Note Gas central heating

Possession Vacant on completion

Viewing 0161-443 4740



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Guide Price: £100,000+

17 Brighton Avenue, Burnage, Manchester M19 2JQ

Lot 50

Vacant three bedroom semi detached house

Directions Off Lindsay Road, Burnage Hall Road, Kingsway A34

Accommodation
Ground Floor: Porch, hallway, large living room, dining room/kitchen
First Floor: Three bedrooms, bathroom
Exterior: Gardens front and rear, driveway and garage

Note Central heating and double glazing

Possession Vacant on completion

Viewing Auction Department
0161 443 4740



Guide Price: £130,000+

email: auction@edwardmellor.co.uk

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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, or
- (b) If no date is specified, 20 BUSINESS DAYS after the CONTRACT date but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

APPROVED FINANCIAL INSTITUTION

Any Bank or Building Society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

ARREARS

Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS SCHEDULE

The arrears schedule (if any) forming part of the SPECIAL CONDITIONS

AUCTION

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) a Saturday or a Sunday 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 ADDENDUM).

PRACTITIONER

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

PRICE

The price that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete; if COMPLETION would enable the SELLER to discharge all financial charges secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed 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 AUCTIONEERS.

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

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

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

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

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

A5 THE CONTRACT

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

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

A5.3 YOU must, before leaving the AUCTION:

- (a) provide all information WE reasonably need from YOU to enable us to complete the SALE MEMORANDUM including proof of your identity if required by us;
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the deposit.

A5.4 If YOU do not WE may either

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of contract; or
- (b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:

- (a) is to be held as 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) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made them;
- (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 COMPLETION 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 LOTs 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 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

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

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

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

- (a) direct transfer to the SELLER'S conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder 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 SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

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

G7 NOTICE TO COMPLETE

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

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

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

- (a) terminate the CONTRACT;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the LOT; and
- (e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:

- (a) terminate the CONTRACT; and
- (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:

- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT;
- (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 G7.3.

G9 LANDLORD'S LICENCE

G9.1 Where the LOT is or includes leasehold land and licence to assign is required, this CONDITION G9 applies:

G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The AGREED COMPLETION DATE is 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 BUYER at any time up to COMPLETION requiring apportionment on the date from which

<p>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.</p>	<p>any TENANCY against an undertaking to hold it to the BUYER'S order;</p>	<p>be required by the rent deposit deed.</p>
<p>G10.4 Apportionments are to be calculated on the basis that:</p>	<p>(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.</p>	<p>G14 VAT G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money, 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.</p>
<p>(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.</p>	<p>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.</p>	<p>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.</p>
<p>G11 ARREARS</p>	<p>G12 MANAGEMENT</p>	<p>G15 TRANSFER AS A GOING CONCERN</p>
<p>Part 1 Current Rent</p>	<p>G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.</p>	<p>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.</p>
<p>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.</p>	<p>G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.</p>	<p>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.</p>
<p>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</p>	<p>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;</p>	<p>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.</p>
<p>G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.</p>	<p>(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.</p>	<p>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 & Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, GENERAL CONDITION G14.1 applies at COMPLETION.</p>
<p>Part 2 BUYER to pay for ARREARS</p>	<p>G13 RENT DEPOSITS</p>	<p>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.</p>
<p>G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.</p>	<p>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.</p>	<p>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</p>
<p>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.</p>	<p>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.</p>	<p>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</p>
<p>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.</p>	<p>G13.3 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach; (b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may</p>	<p>(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</p>
<p>Part 3 BUYER not to pay for ARREARS</p>	<p>(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</p>	<p>(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</p>
<p>G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:</p>	<p>(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</p>	<p>(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</p>
<p>(a) so state; or (b) give no details of any ARREARS</p>	<p>(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</p>	<p>(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</p>
<p>G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:</p>	<p>(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</p>	<p>(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</p>
<p>(a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;</p>	<p>(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</p>	<p>(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</p>
<p>(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);</p>	<p>(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</p>	<p>(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</p>
<p>(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;</p>	<p>(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</p>	<p>(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</p>
<p>(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of</p>	<p>(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</p>	<p>(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</p>

<p>VAT due; and</p> <p>(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.</p>	<p>the LOT is inaccurate, incomplete or missing.</p>	<p>(a) service charge expenditure attributable to each TENANCY;</p> <p>(b) payments on account of service charge received from each tenant;</p> <p>(c) any amounts due from a tenant that have not yet been received;</p> <p>(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.</p>
<p>G16 CAPITAL ALLOWANCES</p>		
<p>G16.1 This CONDITION applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.</p>	<p>G19.5 Where relevant:</p> <p>(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and</p> <p>(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.</p>	<p>G22.4 In respect of each TENANCY, if the service charge account shows that:</p> <p>(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;</p> <p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>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.</p>	<p>G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.</p>	<p>(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;</p> <p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.</p>	<p>G20 TUPE</p> <p>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.</p>	<p>(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.</p> <p>BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.</p>
<p>G16.4 The SELLER and BUYER agree:</p> <p>(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and</p> <p>(b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue & Customs for the purposes of their respective capital allowance computations.</p>	<p>G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:</p> <p>(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.</p> <p>(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.</p> <p>(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.</p> <p>(d) the BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.</p>	<p>G22.5 In respect of service charge expenditure that is not attributable to any tenancy the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the buyer must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.</p>
<p>G17 MAINTENANCE AGREEMENTS</p>		
<p>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.</p>		
<p>G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.</p>		
<p>G18 LANDLORD AND TENANT ACT 1987</p>		
<p>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.</p>		
<p>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.</p>	<p>G21 ENVIRONMENTAL</p> <p>G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.</p> <p>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</p> <p>G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.</p>	<p>G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:</p> <p>(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and</p> <p>(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.</p>
<p>G19 SALE BY PRACTITIONER</p>		
<p>G19.1 This condition applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.</p>		
<p>G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.</p>		
<p>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.</p>	<p>G22 SERVICE CHARGE</p> <p>G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.</p> <p>G22.2 No apportionment is to be made at COMPLETION in respect of service charges.</p> <p>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:</p>	<p>G23 RENT REVIEWS</p> <p>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.</p> <p>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.</p>
<p>G19.4 The LOT is sold</p> <p>(a) in its condition at COMPLETION;</p> <p>(b) for such title as the SELLER may have; and</p> <p>(d) with no title guarantee;</p>		<p>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</p>
<p>and the BUYER has no right to rescind the contract or any other remedy if information provided about</p>		

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.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

- (a) hold the warranty on trust for the BUYER; and
- (b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

G26 NO ASSIGNMENT

The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27 REGISTRATION AT THE LAND REGISTRY

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as 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.

Property Services:

House Sales	0161 443 4500
Lettings & Property Management	0161 443 4777
Mortgages	0161 443 4555
Property Surveys	0161 443 4580
Buildings Insurance	0161 443 4555
We Will Buy Your House	0161 443 4717
Investments	0161 443 4557

Other Services:

0800 195 8900

Life Insurance
Income Protection
Pension Advice
Will Writing
Probate Services
Conveyancing

EDWARD
mellor
auCTION

65-81 St Petersgate
Stockport SK1 1DS

Telephone: 0161 443 4740
Fax: 0161 480 8280

Catalogue Hotline: 09067 301010

(Calls cost £1 per minute and should
take no longer than 1 minute)

email: auCTION@edwardmellor.co.uk
website: www.edwardmellor.co.uk

