

Tuesday 13th March 2012  
Registration from 1.00pm  
Auction start time 2.00pm

EDWARD  
mellor  
auction

The Point  
Lancashire County Cricket Club  
Talbot Road, Old Trafford, Manchester M16 0PX

from our February auction

1 Hove Drive,  
Fallowfield, Manchester



Three bedroom semi  
detached house

Guide price: £115,000

**Sold for £129,500**

10 Whitley Street,  
Longsight, Manchester



Two bedroom  
terraced house

Guide price: £60,000

**Sold for £73,250**

46 Lyndene Road,  
Wythenshawe, Manchester



Three bedroom semi  
detached house

Guide price: £56,000

**Sold for £70,250**

122-124 Mossley Road,  
Ashton-u-Lyne, Lincs



Offices and  
upper rooms

Guide price: £49,000

**Sold for £60,000**

361 Manchester Road,  
Heaton Chapel, Stockport



Four bedroom  
terraced house

Guide price: £150,000

**Sold for £170,000**

22 May Road,  
Sinton, Manchester



Three bedroom semi  
detached house

Guide price: £105,000

**Sold for £143,000**

# auction dates for 2012

## Auction

Tuesday 13th March 2012

Wednesday 2nd May 2012

Thursday 7th June 2012

Tuesday 17th July 2012

Wednesday 19th September 2012

## Closing Date

10th February 2012

26th March 2012

4th May 2012

11th June 2012

14th August 2012

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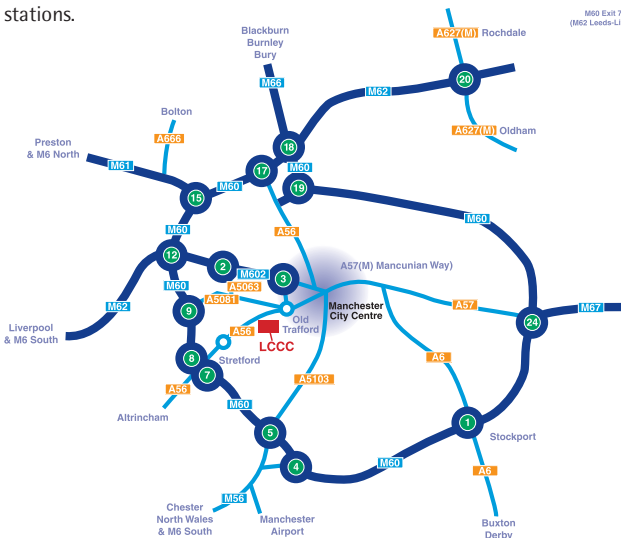
It is very important that you read carefully any Amendment Sheet which is sent with this brochure or given to you at the auction, in case any of the changes apply to the lot you wish to buy.

## 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/Altrincham, stopping at or near to the Cricket Club

# notices to prospective buyers

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

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

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

2. The Auctioneers have not tested any apparatus, equipment, fittings or services so cannot verify that they are in working 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 pre-contract enquiries before bidding or signing contracts either pre- or post-auction. In particular we would recommend that enquiries be made of the relevant Local Authority, as the local searches that are given to us may not always contain up-to-date

information regarding regeneration strategies and associated compulsory purchase schemes.

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

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

6. Guide prices are provided as an opinion only and are not to be taken as the reserve price, which may or may not be the same as the guide. These can be subject to amendment at any time. The reserve price is the lowest price the vendor will accept. This is agreed between the vendor and the Auctioneer. This is also confidential and not disclosed to any parties.

7. If you are not able to attend the auction in person, then you may bid by instructing the Auctioneer to bid on your behalf by 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!**

# Order of sale for Tuesday 13th March

Sale starts at 2:00pm

|    |                   |                                |   |
|----|-------------------|--------------------------------|---|
| 1  | ABBEY HEY         | 24 Maybury Street              | Two bedroom terraced house                    |
| 2  | LEVENSHULME       | 35 Guildford Road              | Two bedroom end terraced house                |
| 3  | NORTHENDEN        | "Norden", Copper Beech Road    | Extended detached bungalow                    |
| 4  | SALE              | 2 Windsor Court                | Ground floor two bedroom flat                 |
| 5  | LONGSIGHT         | 35 Old Hall Lane               | Three bedroom semi-detached house             |
| 6  | NEW MILLS         | 49 Marsh Lane                  | Three bedroom semi-detached house             |
| 7  | GORTON            | 2 Cornford Avenue              | Three bedroom end terrace                     |
| 8  | BACUP             | 6 East View                    | Two bedroom terraced house                    |
| 9  | MANCHESTER        | 71 Richmond Grove              | Substantial four bedroom mid-terrace          |
| 10 |                   |                                |   |
| 11 | BOLTON            | 126 Tonge Moor Road            | Residential property sold as former shop unit |
| 12 | STOCKPORT         | 1 Cumberland Avenue            | Three bedroom semi-detached house             |
| 13 | HYDE              | 179 Market Street              | Former veterinary surgery                     |
| 14 | STOCKPORT         | 44 Charles Street              | Two bedroom end terrace                       |
| 15 | CHEADLE HEATH     | 254 Et 254a Stockport Road     | Majority tenanted mixed used property         |
| 16 | NEWTON HEATH      | 8 Bergman Walk                 | Three bedroom end quasi semi                  |
| 17 | MONSALL           | 169 Monsall Road               | Two bedroom semi-detached house               |
| 18 | SALFORD           | 48 Gravenmoor Drive            | Two bedroom semi-detached house               |
| 19 | HEATON NORRIS     | Former Grey Horse Public House | Former public house                           |
| 20 | CALE GREEN        | 63 Shaw Road South             | Two bedroom end terraced house                |
| 21 | CLAYTON           | 28 Stanton Street              | Two bedroom terraced house                    |
| 22 | MIDDLETON         | The Brunswick Hotel            | Public house with separate sandwich bar       |
| 23 | MIDDLETON         | 141 York Road                  | Two bedroom end terraced house                |
| 24 | MOSTON            | 84 Hinde Street                | Two bedroom terraced house                    |
| 25 | MOSTON            | 7 Vaughan Avenue               | Three bedroom semi-detached house             |
| 26 | BREDBURY          | 740 Stockport Road West        | Four bedroom semi-detached house              |
| 27 | WHALLEY RANGE     | The Coach House                | Two bedroom detached house                    |
| 28 | BURY              | 9 New Street                   | Three bedroom end terraced house              |
| 29 | MARPLE            | 3 Stockport Road               | Two bedroom terraced house                    |
| 30 | BURY              | 32 Palace Street               | Two bedroom terraced house                    |
| 31 | LEES              | Woodend Mills                  | Vacant industrial unit                        |
| 32 | BLACKLEY VILLAGE  | 9-11 Old Market Street         | Potential development site                    |
| 33 | LEIGH             | 94 Oxford Street               | Two bedroom end terraced house                |
| 34 | ASHTON-UNDER-LYNE | 4 Stockport Road               | Vacant shop with upper parts                  |
| 35 | MANCHESTER        | The Top Derby Public House     | Tenanted public house                         |
| 36 | GORTON            | 17 Monkton Avenue              | Three bedroom semi-detached house             |
| 37 | RUSHOLME          | 47 Ruskin Avenue               | Three bedroom terraced house                  |
| 38 | ALTRINCHAM        | 216 Manchester Road            | Three bedroom end terraced house              |
| 39 | STOCKPORT         | 19 Keston Crescent             | Three bedroom mid terraced house              |
| 40 | ADSWOOD           | 39 Ashburton Road              | Three bedroom semi-detached house             |

# Order of sale for Tuesday 13th March

Sale starts at 2:00pm

|    |                   |                                    |  |
|----|-------------------|------------------------------------|--|
| 41 | DENTON            | 687 Manchester Road                | Vacant semi-detached offices                 |
| 42 | ASHTON-UNDER-LYNE | 59 Newmarket Road                  | Three bedroom end terraced house             |
| 43 | MOSTON            | 338 Moston Lane                    | Vacant shop with rooms over                  |
| 44 | CLAYTON           | 39 Heather Street                  | Two bedroom end terraced house               |
| 45 | MOSTON            | 12 Holmfield Avenue West           | Two bedroom terraced house                   |
| 46 | OPENSHAW          | 47 Et 47a Ackroyd Street           | Part tenanted end terrace in two flats       |
| 47 | LEVENSHULME       | Garages at 9-13 Thornccliffe Grove | Plot with nine refurbished tenanted garages  |
| 48 | CRUMPSALL         | 27 Et 27a Lansdowne Road           | Tenanted ground floor shop                   |
| 49 | ARDWICK           | 2 Fairhaven Street                 | Two bedroom end terraced house               |
| 50 | GLOSSOP           | 21 Cottage Lane                    | Two bedroom terraced house                   |
| 51 | WORSLEY           | 16 Wichbrook Close                 | Three bedroom mews property                  |
| 52 | CLAYTON           | 6 Midlothian Street                | Two bedroom terraced house                   |
| 53 | BURY              | 14 Lichfield Drive                 | Three bedroom semi-detached house            |
| 54 | DENTON            | Garages on Grosvenor Street        | Twelve garages on plot                       |
| 55 | RUSHOLME          | 182 Acomb Street                   | Three bedroom terraced house                 |
| 56 | GORTON            | 48 Pinnerington Road               | Two bedroom terraced house                   |
| 57 | NEWTON HEATH      | 45 Ballantine Street               | Two bedroom terraced house                   |
| 58 | NEWTON HEATH      | 78 Scotland Street                 | Two bedroom terraced house                   |
| 59 | FALLOWFIELD       | 119 Clinton Avenue                 | Extended three bedroom terraced house        |
| 60 | OLDHAM            | 209 Lees Road                      | Vacant four bedroom terraced house           |
| 61 | ABBAY HEY         | 163 Vine Street                    | Two bedroom terraced house                   |
| 62 | OLDHAM            | Watershead Conservative Club       | Former conservative club over three storeys  |
| 63 | LIVERPOOL         | Land at 71 Shaw Street             | Plot with permission for nineteen apartments |
| 64 | GORTON            | 22 Windsor Street                  | Two bedroom terraced house                   |
| 65 | GORTON            | 23 Brookfield Grove                | Three bedroom terraced house                 |
| 66 | DENTON            | 75 Seymour Street                  | Two bedroom semi-detached bungalow           |
| 67 | CHORLTON          | 69 Mersey Bank Avenue              | Three bedroom semi-detached house            |
| 68 | LONGSIGHT         | 207 Northmoor Road                 | Extended four bedrom semi-detached house     |
| 69 | CLAYTON           | 33 Stokes Street                   | Two bedroom end terraced house               |
| 70 | OPENSHAW          | 26 Connie Street                   | Two bedroom terraced house                   |
| 71 | NEWTON HEATH      | 79 Scotland Street                 | Two bedroom terraced house                   |
| 72 | NEWTON HEATH      | 129 Mitchell Street                | Two bedroom terraced house                   |
| 73 | NEWTON HEATH      | 54 Canada Street                   | Two bedroom terraced house                   |
| 74 | OPENSHAW          | 34 Colliery Street                 | Two bedroom terraced house                   |
| 75 | OPENSHAW          | 2 Colliery Street                  | Two bedroom terraced house                   |
| 76 | CLAYTON           | 12 Tottington Street               | Two bedroom terraced house                   |
| 77 | OPENSHAW          | 42 Greenside Street                | Two bedroom terraced house                   |
| 78 | CLAYTON           | 203 Barrington Street              | Two bedroom terraced house                   |
| 79 | BLACKLEY          | 48 Swinburn Street                 | Two bedroom terraced house                   |
| 80 | CLAYTON           | 11 Pioneer Street                  | Two bedroom terraced house                   |

*“Thanks to all of you for being so kind and helpful to me. To Louise and Andrew, your own determination to achieve a successful sale made the difference, great communication, a real pleasure to work with you both.”*

Liam Fisher,  
143 Grove Lane, Cheadle Hulme, Stockport



Specialist in  
**AuctionConveyancing**

Contact – **Peter Robinson**

**Peter Robinson & Co.**  
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you MUST read the notices to prospective buyers!

## 24 Maybury Street, Abbey Hey, Manchester, M18 8GP

Two bedroom terrace

**Directions** Maybury Street off Constable Street,  
off Abbey Hey Lane

### Accommodation

**Ground Floor:** Living room, dining kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**



Lot 1

## 35 Guildford Road, Levenshulme, Manchester, M19 3FZ

Two bedroom end terraced house

**Directions** Guildford Road can be found off  
Mount Road (B6178)

### Accommodation

**Ground Floor:** Hall, lounge, separate dining room,  
kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Yard to rear

**Note** The property has central heating

**Possession** Tenanted on a twelve month AST at  
£340 per calendar month from 20.11.10

**Viewing** External viewing only - the tenant  
must not be disturbed

**Guide Price: £45,000+**



Lot 2

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 3



### "Norden", Copper Beech Road, off Ford Lane, Northenden, M22 4WP

Extended detached bungalow close to both Didsbury and Withington Golf Clubs

|                      |  |   |
|----------------------|--|---|
| <b>Directions</b>    | From the centre of Northenden on Palatine Road turn along Church Road then left onto Ford Lane, go past the Church and Copper Beech Close is found on your right hand side |   |
| <b>Accommodation</b> | <i>Ground Floor:</i>   | L-shaped hallway, living room, open plan kitchen, two bedrooms, study, bathroom and separate WC |
|                      | <i>Exterior:</i>   | Cobble effect driveway, semi-detached garage, low maintenance garden and small rear patio       |
| <b>Note</b>          | The property has central heating and double glazing  |   |
| <b>Possession</b>    | Vacant   |   |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |   |

**Guide Price: £125,000**

you MUST read the notices to prospective buyers!

Lot 4



## 2 Windsor Court, Ashton Lane, Sale, Cheshire, M33 6WF

Ground floor two bedroom flat

|                      |  |  |
|----------------------|--|--|
| <b>Directions</b>    | Ashton Lane is the B5166 which runs between A6144 and A56. Windsor Court can be found on the corner of Kilvert Drive |  |
| <b>Accommodation</b> | <i>Ground Floor:</i>   | Communal hall. Hall, lounge, kitchen, two bedrooms, bathroom |
|                      | <i>Exterior:</i>   | Communal gardens and parking                                 |
| <b>Note</b>          | The property has central heating and double glazing  |  |
| <b>Possession</b>    | Vacant   |  |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |  |

**Guide Price: £60,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 5



### 35 Old Hall Lane, Longsight, Manchester, M13 0TH

Three bedroom semi-detached in need of modernisation

**Directions** Old Hall Lane in between intersections of Birchfields Road (A34) and Slade Lane (A5079)

**Accommodation**

|                      |   |
|----------------------|---|
| <i>Ground Floor:</i> | Hallway, two reception rooms, kitchen                         |
| <i>Ground Floor:</i> | Three bedrooms, bathroom                                      |
| <i>Exterior:</i>     | Driveway, front garden, large rear garden and detached garage |

**Note** The property has central heating and majority double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £110,000**

you MUST read the notices to prospective buyers!

Lot 6



## 49 Marsh Lane, New Mills, High Peak, SK22 4PN

Three bedroom semi detached house

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Marsh Lane is directly off Low Leighton Road (A6015)  |
| <b>Accommodation</b> | <i>Ground Floor:</i> Lounge, separate dining room, kitchen (no units)<br><i>First Floor:</i> Two bedrooms, large bathroom<br><i>Second Floor:</i> Bedroom three<br><i>Exterior:</i> Gardens to front and rear |
| <b>Note</b>          | The property is in need of complete modernisation. Partial double glazing.  |
| <b>Possession</b>    | Vacant  |
| <b>Viewing</b>       | Auction Department 0161 443 4740  |

**Guide Price: £75,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 7



## 2 Cornford Avenue, Mount Road, Gorton, M18 7RB

Three bedroom end terrace with large garden

**Directions** Cornford Avenue is off Barnard Road, off East Road off Mount Road (B6178)

### Accommodation

**Ground Floor:** Hallway, lounge, dining room, kitchen

**First Floor:** Three bedrooms, bathroom, separate WC

**Exterior:** Large gardens to three sides

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £50,000**

## Lot 8



## 6 East View, Bacup, Lancashire, OL13 8AX

Two bedroom terrace house

**Directions** The property can be found off Fern Street, Burnley Road A671

### Accommodation (not inspected)

**Ground Floor:** Kitchen, one reception room

**First Floor:** One bedroom, bathroom

**Second Floor:** Attic room (currently being used as a bedroom)

**Note** The vendor informs us that the property benefits from having central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £28,000**

you MUST read the notices to prospective buyers!

Lot 9



## 71 Richmond Grove, Victoria Park, Manchester, M13 0DH

Substantial Victorian four bedroom mid terrace close to Manchester Royal Infirmary and Universities

|                      |  |  |
|----------------------|--|--|
| <b>Directions</b>    | Richmond Grove, off Hathersage Road, off either Plymouth Grove (A5184) or Upper Brook Street (A34) |  |
| <b>Accommodation</b> | <i>Ground Floor:</i>   | Hallway, two reception rooms, kitchen, utility room    |
|                      | <i>First Floor:</i>  | Two bedrooms, bathroom                                 |
|                      | <i>Second Floor:</i>   | Two bedrooms, washroom                                 |
|                      | <i>Basement:</i>   | Cellar chambers  |
|                      | <i>Exterior:</i>   | Gardens to front and rear, front overlooks small green |
| <b>Note</b>          | The property requires modernisation  |  |
| <b>Possession</b>    | Vacant   |  |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |  |

**Guide Price: £110,000 – £120,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

Lot 10

**WITHDRAWN**



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

## 126 Tonge Moor Road, Bolton, BL2 2DP

Residential property sold as a former two  
storey shop unit with living accommodation

|                               |                                  |
|-------------------------------|----------------------------------|
| Directions                    | Tonge Moor Road A676             |
| Accommodation (not inspected) |                                  |
| Ground Floor:                 | Two reception rooms, kitchen     |
| First Floor:                  | Three bedrooms, bathroom         |
| Exterior:                     | Small garden to front, rear yard |
| Possession                    | Vacant                           |
| Viewing                       | Auction Department 0161 443 4740 |

**Guide Price: £25,000**

**Lot 11**



## 1 Cumberland Avenue, Brinnington, Stockport, Cheshire, SK5 8DJ

Three bedroom semi detached house

|            |  |
|------------|--|
| Directions | Cumberland Avenue runs between<br>Mayorlowe Avenue and Somerset<br>Close, both of which are off Brindale<br>Road which is off Brinnington Road |
|------------|--|

|               |   |
|---------------|---|
| Accommodation |   |
| Ground Floor: | Entrance hall, lounge, rear reception,<br>kitchen |
| First Floor:  | Three bedrooms, bathroom, separate wc             |
| Exterior:     | Gardens to front and rear, driveway,<br>stores    |

|      |   |
|------|---|
| Note | The vendor of this property is a director<br>of Edward Mellor Ltd |
|------|---|

|            |                                  |
|------------|----------------------------------|
| Possession | Vacant                           |
| Viewing    | Auction Department 0161 443 4740 |

**Guide Price: £40,000+**

**Lot 12**



email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 13



### 179 Market Street, Hyde, Cheshire, SK14 1HF

Former Veterinary Surgery on busy main road in parade of shops and offices

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Market Street (A627) close to junction with Nelson Street   |
| <b>Accommodation</b> | Floor Area 60 sq m over two floors (645 sq ft)<br><i>Ground Floor:</i> Waiting room, surgery<br><i>First Floor:</i> Two store rooms   |
| <b>Note</b>          | Current classification permission is "Sui Generis" meaning not classified and therefore any parties interested in change of use or redevelopment are advised to consult with the local planning department directly |
| <b>Possession</b>    | Vacant  |
| <b>Viewing</b>       | Auction Department 0161 443 4740  |

**Guide Price: £30,000**

you MUST read the notices to prospective buyers!

Lot 14



## 44 Charles Street, Higher Hillgate, Stockport, SK1 3JR

Two bedroom end terrace close to Stockport Town Centre

|                      |   |  |
|----------------------|---|--|
| <b>Directions</b>    | Charles Street is located off Higher Hillgate, Stockport close to Wellington Road South/Buxton Road junction with The Blossoms Public House as a landmark on the A6 |  |
| <b>Accommodation</b> | <i>Ground Floor:</i>  | Lounge, dining kitchen   |
|                      | <i>First Floor:</i>   | Two bedrooms, bathroom   |
|                      | <i>Basement:</i>  | Cellar chamber to front of property, some partition walling enclosing meters               |
|                      | <i>Exterior:</i>  | Small walled front garden, enclosed rear patio garden, large communal playing area to rear |
| <b>Note</b>          | The property has central heating and some double glazing  |  |
| <b>Possession</b>    | Vacant  |  |
| <b>Viewing</b>       | Auction Department 0161 443 4740  |  |

Guide Price: £68,000

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 15



### 254 & 254a Stockport Road and 2a Ellesmere Road, Cheadle Heath, Stockport, SK3 0LX

Majority tenanted mixed used commercial investment property on busy main road

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Stockport Road (A560) on corner of Ellesmere Road, close to Edgeley Road (B4565) traffic light junction   |
| <b>Accommodation</b> | <i>254 Stockport Road:</i> Ground floor shop fronting main road, approximately 60sq m space divided as retail zone A reception area, staff WC, staff room, treatment room                   |
|                      | <i>254a Stockport Road:</i> First floor flat, access from rear, entrance vestibule, dining kitchen, large inner hallway, lounge, two bedrooms, bathroom. Double glazed and centrally heated |
|                      | <i>2a Ellesmere Road:</i> Ground floor office space, reception, office, kitchen   |
| <b>Exterior:</b>     | Parking spaces to rear of property for flat and office space  |

**Guide Price: £110,000 – £130,000**

you MUST read the notices to prospective buyers!

Lot 15



## 254 & 254a Stockport Road and 2a Ellesmere Road, Cheadle Heath, Stockport, SK3 0LX

Majority tenanted mixed used commercial investment property on busy main road

|                   |  |
|-------------------|--|
| <b>Note</b>       | The office space on 2a Ellesmere Road is being marketed at an asking rent of £300 pcm. Total income when fully let circa £1,150 pcm  |
| <b>Possession</b> | Part vacant unless 2a Ellesmere is tenanted. 254 Stockport Road (sunbed shop) let at £450 PCM, 254a Stockport Road (Flat) let at £400 pcm, 2a Ellesmere Road (office) vacant- asking rent £300 pcm |
| <b>Viewing</b>    | Auction Department 0161 443 4740   |

**Guide Price: £110,000 – £130,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 16



### 8 Bergman Walk, Newton Heath, Manchester, M40 2EW

Three bedroom end quasi semi

|                      |  |  |
|----------------------|--|--|
| <b>Directions</b>    | Bergman Walk is off John Foran Close which is off Troydale Drive. From Oldham Road (A62), turn into Old Church Street and immediately right into Troydale. |  |
| <b>Accommodation</b> | <i>Ground Floor:</i>   | Entrance hall, cupboard, cloakroom, two reception rooms, kitchen, wc |
|                      | <i>First Floor:</i>  | Three bedrooms, bathroom   |
|                      | <i>Exterior:</i>   | Garden to rear, including driveway                                   |
| <b>Note</b>          | The property has double glazing. The vendor of this property is a director of Edward Mellor Ltd.   |  |
| <b>Possession</b>    | Vacant   |  |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |  |

**Guide Price: £50,000**

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

## 169 Monsall Road, Monsall, Manchester, M40 8WP

Two bedroom semi-detached house

**Directions** Monsall Road off Oldham Road (A62)

### Accommodation

**Ground Floor:** Hallway, living room, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Gardens front and rear, driveway

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000 – £65,000**

**Lot 17**



## 48 Gravenmoor Drive, Cheetwood, Salford, M7 4YW

Two bedroom semi-detached house

**Directions** Gravenmoor Drive, off St James Road/  
Elizabeth Street (A6010)

### Accommodation (not inspected)

**Ground Floor:** Hallway, lounge, kitchen dining room

**First Floor:** Two bedrooms, bathroom

**Exterior:** Gardens front and rear, driveway to side

**Note** The property has central heating and double glazing

**Possession** Tenanted until 2nd March, will be sold with vacant possession

**Viewing** Auction Department 0161 443 4740

**Guide Price: £65,000 – £75,000**

**Lot 18**



email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 19



Joint Agent

### The Former Grey Horse Public House, 89 Old Road, Heaton Norris, Stockport

Former Public House having undergone full high specification refurbishment:  
2840 sq ft, plus cellars

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Old Road, off Wharf Street, off Lancashire Hill (B6167), close to A6 and motorways  |
| <b>Accommodation</b> | <i>Ground Floor:</i> Large reception area to side with disabled access, open plan office space, kitchen and WCs: access to enclosed rear yard<br><i>First Floor:</i> Open plan offices spaces with interconnecting doors<br><i>Additional Floors:</i> Basement storage<br><i>Exterior:</i> Large secure car park to side with at least 14 spaces, enclosed rear yard and garage |
| <b>Note</b>          | The property has air conditioning and double glazing. The property is being advertised for asking rent of £28,000 with local agent.   |

**Guide Price: £175,000 – £225,000**



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

Lot 19



Joint Agent

## The Former Grey Horse Public House, 89 Old Road, Heaton Norris, Stockport

Former Public House having undergone full high specification refurbishment:  
2840 sq ft, plus cellars

The property is currently classed as B1, but is considered that there is potential for change of use and the property and grounds due to the nature of the layout may be suitable for Childrens Day Care or similar subject to the necessary consents.

Interested parties are advised to consult with the local planning department directly at Stockport Borough Council Planning Services, Place Directorate, Stopford House, Piccadilly, Stockport. SK1 3XE. T: (0161) 474 3541 or (0161) 474 3569 F: (0161) 474 4337.

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|            |                                  |
|------------|----------------------------------|
| Possession | Vacant                           |
| Viewing    | Auction Department 0161 443 4740 |

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**Guide Price: £175,000 – £225,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 20



### 63 Shaw Road South, Cale Green, Stockport, Cheshire, SK3 8JJ

Two bedroom end terraced house

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Shaw Road South runs between<br>Adswood Road and Lowfield Road    |
| <b>Accommodation</b> |   |
| <i>Ground Floor:</i> | Two reception rooms, kitchen                                      |
| <i>First Floor:</i>  | Two bedrooms, bathroom  |
| <i>Exterior:</i>     | Yard to rear  |
| <b>Note</b>          | The vendor of this property is a director<br>of Edward Mellor Ltd |
| <b>Possession</b>    | Vacant  |
| <b>Viewing</b>       | Auction Department 0161 443 4740                                  |

**Guide Price: £55,000**

## Lot 21



### 28 Stanton Street, Clayton, Manchester, M11 4NH

Two bedroom terrace

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Stanton Street off Canberra Street off<br>Ashton New Road |
| <b>Accommodation</b> |   |
| <i>Ground Floor:</i> | Living room, dining room, kitchen                         |
| <i>First Floor:</i>  | Two bedrooms, bathroom                                    |
| <i>Exterior:</i>     | Pavement fronted, small rear yard                         |
| <b>Note</b>          | The property has central heating and<br>double glazing    |
| <b>Possession</b>    | Vacant  |
| <b>Viewing</b>       | Auction Department 0161 443 4740                          |

**Guide Price: £49,000**

you MUST read the notices to prospective buyers!

Lot 22



## The Brunswick Hotel, 122 Oldham Road, Middleton, M24 1AX

Public house with separate sandwich bar and income from two advertising hoardings

**Directions** Oldham Road (A669) at traffic light junction/crossroads with Townley Street

**Advertising** Two hoardings producing £4,800 per annum on lease

**Accommodation**

*Ground Floor:* Hallway, two reception rooms, kitchen

*First Floor:* Main bar, games room, two further bar areas, WC's, additional shop premises to side

*Second Floor:* Lounge, kitchen diner, four bedrooms, two bathrooms

*Basement:* Beer cellar

*Exterior:* Pavement fronted, yard to the rear, side beer garden

**Note** The property has central heating, trading figures can be provided on request. Fixtures and fittings may be available separately under negotiation.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £125,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 23



### 141 York Road West, Middleton, Manchester, M24 1RE

#### Two bedroom end terraced house

**Directions** Off Lincoln Road which is off Mainway East which is at the end of Kingsway off the A664 Manchester New Road

#### Accommodation

**Ground Floor:** Hall, lounge with french doors to rear, dining kitchen

**First Floor:** Two bedrooms, bathroom with separate shower cubicle

**Exterior:** Gardens to front and rear with a further garden area to the side. Garage.

**Note** The property has double glazing (some panels smashed) and an internal inspection is recommended

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000**

## Lot 24



### 84 Hinde Street, Moston, Manchester, M40 9LH

#### Two bedroom terraced house

**Directions** Hinde Street runs between Kenyon Lane and Romney Street both of which are off Moston Lane

#### Accommodation

**Ground Floor:** Entrance vestibule, two reception rooms

**First Floor:** Two bedrooms, shower-room/wc

**Exterior:** Yard to rear

**Note** The property has central heating. The vendor of this property is a director of Edward Mellor Ltd

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000**

you MUST read the notices to prospective buyers!

Lot 25



## 7 Vaughan Avenue, Moston, Manchester, M40 9LE

Three bedroom semi detached house

|                      |   |  |
|----------------------|---|--|
| <b>Directions</b>    | Vaughan Avenue runs between Fold Street and Romney Street both of which are off Moston Lane |  |
| <b>Accommodation</b> | <i>Ground Floor:</i>  | Entrance hall, through lounge with double glazed patio doors to rear, kitchen with built in oven and hob |
|                      | <i>First Floor:</i>   | Three bedrooms, bathroom   |
|                      | <i>Exterior:</i>  | Gardens to front and rear, driveway  |
| <b>Note</b>          | The property has central heating and double glazing   |  |
| <b>Possession</b>    | Tenanted on a six month AST from 28.05.08 at £550 per calendar month                        |  |
| <b>Viewing</b>       | External viewing only – the tenant must not be disturbed                                    |  |

**Guide Price: £65,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 26



### 740 Stockport Road West, Bredbury, Stockport, SK6 2EE

Four bedroom semi detached house

|                      |  |   |
|----------------------|--|---|
| <b>Directions</b>    | The property can be found off the junction with Ashton Road A560 |   |
| <b>Accommodation</b> | <i>Ground Floor:</i>   | Hallway, lounge, dining room with French doors leading onto the rear garden, refitted kitchen |
|                      | <i>First Floor:</i>  | Three bedrooms, separate bathroom and toilet  |
|                      | <i>Second Floor:</i>   | Loft bedroom with walk-in storage area and immaculate four piece en suite                     |
|                      | <i>Cellar:</i>   | Utility room with fitted units and large separate workshop area                               |
|                      | <i>Exterior:</i>   | Gardens to front and rear, driveway, detached garage  |

**Guide Price: £155,000**

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

**Lot 26**



**740 Stockport Road West, Bredbury, Stockport, SK6 2EE**  
Four bedroom semi detached house

|                   |                                      |
|-------------------|--------------------------------------|
| <b>Note</b>       | Central heating, Upvc double glazing |
| <b>Possession</b> | Vacant                               |
| <b>Viewing</b>    | Auction Department 0161 443 4740     |

**Guide Price: £155,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 27



### The Coach House, 1 Alexandra Road South, Whalley Range, Manchester, M16 8EZ

Two bedroom detached house

|                                      |   |   |
|--------------------------------------|---|---|
| <b>Directions</b>                    | The Coach House is located close to Alexandra Park on Alexandra Road South which is directly off Wilbraham Road (A6010) close to the junction with Demesne Road |   |
| <b>Accommodation (not inspected)</b> | <i>Ground Floor:</i>  | Open plan lounge/kitchen, boiler and storage cupboard |
|                                      | <i>First Floor:</i>   | Two bedrooms, shower-room/wc                          |
|                                      | <i>Exterior:</i>  | Paved garden to rear                                  |
| <b>Note</b>                          | The property has central heating (newly installed boiler) and double glazing  |   |
| <b>Possession</b>                    | Tenanted on a six month AST from 27.10.11 at £595 per calendar month  |   |
| <b>Viewing</b>                       | External viewing only – the tenant must not be disturbed  |   |

**Guide Price: £60,000+**



you MUST read the notices to prospective buyers!

## 9 New Street, Tottington, Bury, BL8 3HA

Three bedroom end terraced house

**Directions** New Street can be found directly off Bury Road (B6213) close to the junction with Booth Street and Market Street

### Accommodation (not inspected)

**Ground Floor:** Entrance vestibule, lounge, kitchen/diner

**First Floor:** Three bedrooms, bathroom

**Exterior:** Yard to rear

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £50,000 – £60,000**



**Lot 28**

## 3 Stockport Road, Marple, Stockport, Cheshire, SK6 6BD

Two bedroom terraced house

**Directions** Stockport Road is the main road though Marple (B6101)

### Accommodation

**Ground Floor:** Lounge, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Forecourt garden to rear and parking

**Note** Situated within walking distance and with views over the Macclesfield Canal. The vendor of this property is a director of Edward Mellor Ltd. Central heating and double glazing.

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £90,000**



**Lot 29**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 30



### 32 Palace Street, Bury, Lancashire, BL9 7HQ

Two bedroom terraced house

**Directions** From Rochdale Road (A58) turn into Heywood Street then left into Kershaw Street, right into Tinline Street, where Palace Street can be found some way down on the left hand side

|  |                      |                        |
|--|----------------------|------------------------|
| <b>Accommodation<br/>(not inspected)</b> | <i>Ground Floor:</i> | Lounge, dining kitchen |
|  | <i>First Floor:</i>  | Two bedrooms, bathroom |
|  | <i>Exterior:</i>     | Yard to rear           |

**Note** We are informed that the property has central heating and double glazing

**Possession** Tenanted - Six month AST from 8 June 2011 at £375 per calendar month

**Viewing** External viewing only - the tenant must not be disturbed

**Guide Price: £40,000+**

you MUST read the notices to prospective buyers!

Lot 31



## Woodend Mills, Hartshead Street, Lees, Oldham, OL4 5EE

Vacant industrial unit with B1/B8 usage approximately 1,400 sq.ft (130 sq.m)

|                      |  |   |
|----------------------|--|---|
| <b>Directions</b>    | Hartshead Street is off the main High Street (A669)  |   |
| <b>Accommodation</b> | <i>Ground Floor:</i>                                 | Entrance, WC, showroom/storage, workshop one, workshop two, mezzanine storage |
|                      | <i>Exterior:</i>                                     | Shared yard   |
| <b>Note</b>          | The estimated rental value is circa £6,000 per annum |   |
| <b>Possession</b>    | Vacant   |   |
| <b>Viewing</b>       | Auction Department 0161 443 4740                     |   |

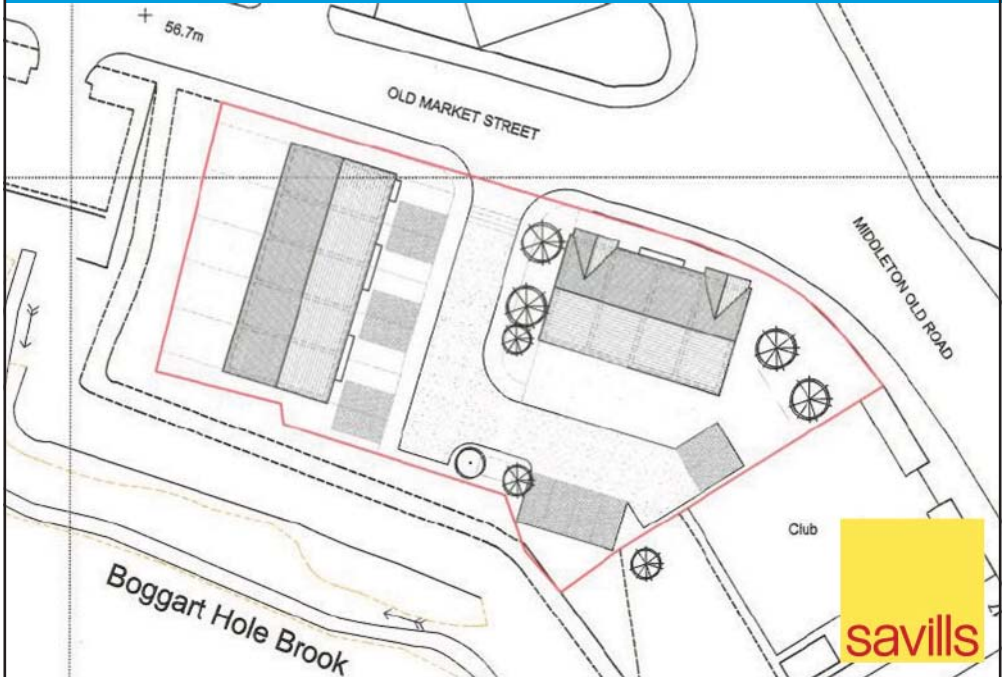
Guide Price: £35,000+

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 32



To be sold on behalf of joint receivers

### Potential Development Site, 9-11 Old Market Street, Blackley Village, Manchester, M9 8DX

A prominent site with lapsed planning consent for 32 apartments and potential for an alternative scheme comprising 9 road-facing terraced units. Formerly used for car sales, the site also has potential for a variety of commercial uses, subject to planning

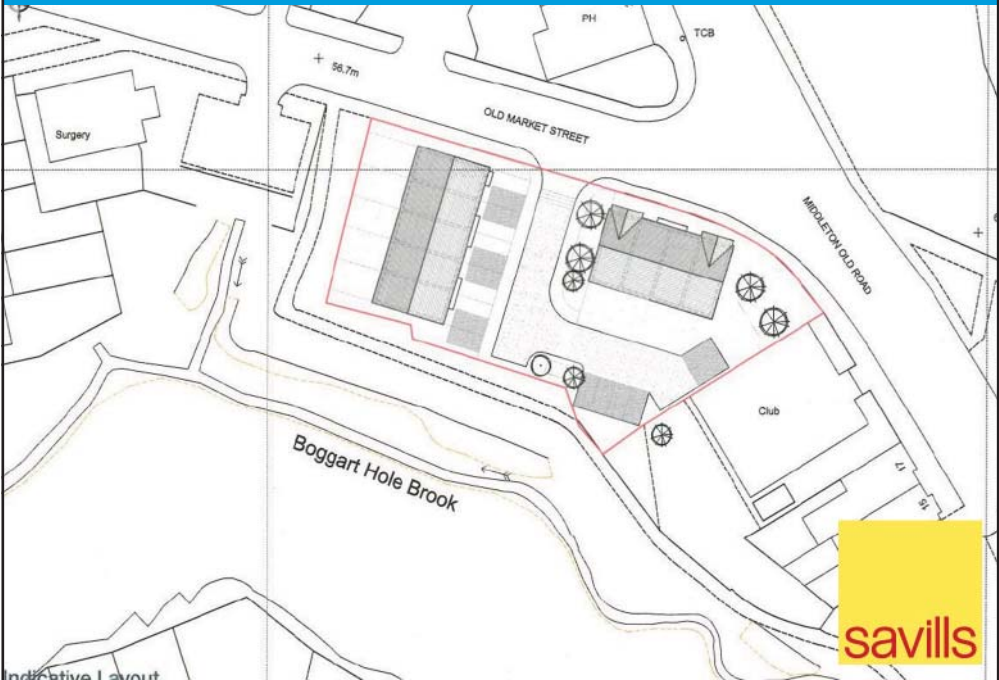
|                      |   |
|----------------------|---|
| <b>Directions</b>    | Old Market Street at junction with Middleton Old Road, off Rochdale Road (A664)   |
| <b>Accommodation</b> | The site is irregular in shape, extends to approximately 0.4 acres (0.16ha) and has no buildings in situ. It previously had planning consent for 32 apartments, which expired on 11 November 2009 (Ref 07753/FO/2005/N1). |

The alternative scheme for 9 terraced properties has received positive support from the Local Planning Authority and a copy of its response to a pre-application enquiry, together with future plans and site information, will be contained in the legal pack.

**Guide Price: £75,000**

you MUST read the notices to prospective buyers!

Lot 32



To be sold on behalf of joint receivers

## Potential Development Site, 9-11 Old Market Street, Blackley Village, Manchester, M9 8DX

A prominent site with lapsed planning consent for 32 apartments and potential for an alternative scheme comprising 9 road-facing terraced units. Formerly used for car sales, the site also has potential for a variety of commercial uses, subject to planning

**Note** Interested parties are advised to consult with the local planning department directly to answer and queries:  
Planning Office, Manchester City Council, Town Hall, Albert Square, Manchester, M60 2LA  
[planning@manchester.gov.uk](mailto:planning@manchester.gov.uk)

Tel: 0161 234 4516 Fax: 0161 234 4508

|            |           |
|------------|-----------|
| Possession | Vacant    |
| Viewing    | Open Site |

Guide Price: £75,000

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 33



### 94 Oxford Street, Leigh, Lancashire, WN7 1NG

Two bedroom end terraced house

**Directions** Oxford Street runs between Orchard Lane and Irvine Street, both of which are off Leigh Road (B5215)

#### Accommodation

**Ground Floor:** Small hall, lounge, separate dining room, kitchen with built in oven and hob

**First Floor:** Two bedrooms, bathroom

**Exterior:** Yard to rear

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740



**Guide Price: circa £40,000**

## Lot 34

### 4 Stockport Road, Mossley, Ashton-under-Lyne, OL5 0QX

Vacant shop with upper parts

**Directions** On the main A670 near junction with Stamford Road

#### Accommodation

**Ground Floor:** Shop area, kitchen

**First Floor:** Two rooms

**Second Floor:** Loft room

**Basement:** Two chambers

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740



**Guide Price: £49,000**

you MUST read the notices to prospective buyers!

Lot 35



## The Top Derby Public House, 935 Rochdale Road, Manchester, M9 8AE

Tenanted Public House

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Rochdale Road (A664) close to Asda Supermarket  |
| <b>Accommodation</b> | <i>Ground Floor:</i> Public bar areas approximately 1,145 sq ft (106 sq m)<br><i>First Floor:</i> Six rooms, bathroom, WC's<br><i>Exterior:</i> Rear yard |
| <b>Note</b>          | The property has central heating  |
| <b>Possession</b>    | Tenanted on a five year lease from 16.9.09 to 16.9.14 at £700.00 per calendar month   |
| <b>Viewing</b>       | Auction Department 0161 443 4740  |

Guide Price: £150,000 – £200,000

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 36



### 17 Monkton Avenue, Gorton, Manchester, M18 7PD

Three bedroom semi detached with off road parking and gardens

**Directions** Monkton Avenue, off Darras Road, off Mount Road, Gorton (B6178) near to Cedar Mount High School

#### Accommodation

**Ground Floor:** Hallway, two reception rooms, kitchen

**First Floor:** Three bedrooms, bathroom

**Exterior:** Driveway to front, garden to side and rear

**Note** The property has central heating and double glazing

**Possession** Tenanted

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000**

## Lot 37



### 47 Ruskin Avenue, Rusholme, Manchester, M14 4DG

Three bedroom terrace house

**Directions** Off Acomb Street, Moss Lane East

#### Accommodation (not inspected)

**Ground Floor:** Two reception rooms (one of which is currently being used as a bedroom), kitchen

**First Floor:** Three bedrooms, shower room with WC

**Exterior:** Rear yard

**Possession** Tenanted on a twelve month AST from 19.02.11 at £650 per calendar month

**Viewing** External viewing only - the tenant must not be disturbed

**Guide Price: £90,000 - £100,000**



you MUST read the notices to prospective buyers!

**216 Manchester Road,  
Altrincham, Cheshire, WA14 5LZ**  
Three bedroom end terrace house

|                                      |   |
|--------------------------------------|---|
| <b>Directions</b>                    | Manchester Road A56   |
| <b>Accommodation (not inspected)</b> |   |
| <i>Ground Floor:</i>                 | Kitchen, two reception rooms  |
| <i>First Floor:</i>                  | Three bedrooms, bathroom  |
| <i>Exterior:</i>                     | Yard to rear  |
| <b>Possession</b>                    | Tenanted on a twelve month AST from 20.10.11 at £650 per calendar month |
| <b>Viewing</b>                       | External viewing only – the tenant must not be disturbed                |

**Guide Price: £110,000 – £120,000**



**Lot 38**

**19 Keston Crescent, Brinnington,  
Stockport, SK5 8NJ**  
Three bedroom mid terrace

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Keston Crescent off Northumberland Road, off Brinnington Road |
| <b>Accommodation</b> |   |
| <i>Ground Floor:</i> | Hallway, through lounge, kitchen                              |
| <i>First Floor:</i>  | Three bedrooms, bathroom                                      |
| <i>Exterior:</i>     | Gardens front and rear  |
| <b>Note</b>          | The property has central heating and double glazing           |
| <b>Possession</b>    | Vacant  |
| <b>Viewing</b>       | Auction Department 0161 443 4740                              |

**Guide Price: £49,000**



**Lot 39**

Today's start time is 2:00pm

## Lot 40



### 39 Ashburton Road, Adswold, Stockport, SK3 8RF

Three bedroom semi-detached

**Directions** Ashburton Road off Rostrevor Road, off Garners Lane off Bramhall Lane (A5102)

**Accommodation** *Ground Floor:* Hallway, lounge, dining kitchen, bathroom

*First Floor:* Three bedrooms

*Exterior:* Driveway, gardens front and rear

**Note** The property has double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £65,000 – £75,000**

you MUST read the notices to prospective buyers!

Lot 41



## 687 Manchester Road, Denton, Manchester, M34 2NG

Vacant semi-detached offices with potential for conversion

|                      |  |
|----------------------|--|
| <b>Directions</b>    | Manchester Road (A57) on corner with Laburnum Road   |
| <b>Accommodation</b> | <i>Ground Floor:</i> Large hallway, WC, three rooms, kitchen<br><i>First Floor:</i> Landing, 4 rooms, bathroom<br><i>Exterior:</i> Gardens to two sides, parking to rear   |
| <b>Note</b>          | The property has central heating and double glazing. The property may be suitable for alternative usage, perhaps residential, subject to the necessary consents and planning permission. Interested parties are advised to consult with the local planning department directly for change of use/alterations: Tameside MBC, Council Offices, Wellington Road, Ashton under Lyne, OL6 6DL |
| <b>Possession</b>    | Vacant   |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |

**Guide Price: £125,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 42



### 59 Newmarket Road, Ashton-u-Lyne, Lancashire, OL7 9LW

Three bedroom end terraced house

|                      |  |   |
|----------------------|--|---|
| <b>Directions</b>    | Newmarket Road is the continuation of Wilshaw Lane which runs across Oldham Road (A627) and runs down towards Daisy Nook |   |
| <b>Accommodation</b> | <i>Ground Floor:</i>   | Porch, lovely reception hall, lounge, separate dining room, dining kitchen with built in fridge/freezer, utility room with kitchen units, ground floor wc   |
|                      | <i>First Floor:</i>  | Three double bedrooms, bathroom/wc with bidet and separate shower cubicle   |
|                      | <i>Exterior:</i>   | Gardens to the front and side, rear yard. There is a further garden area available for rent. There is also a garage in a separate block available for rent. |

**Guide Price: £95,000**

you MUST read the notices to prospective buyers!

Lot 42



## 59 Newmarket Road, Ashton-u-Lyne, Lancashire, OL7 9LW

Three bedroom end terraced house

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £95,000**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 43



### 338 Moston Lane, Moston, Manchester, M40 9JS

Vacant shop with rooms over and yard to rear

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Moston Lane on corner of Stovell Road   |
| <b>Accommodation</b> | <i>Ground Floor:</i> Sales area, rear room, kitchen area approximately 39 sq m<br><i>First Floor:</i> Two rooms, bathroom approximately 52 sq m<br><i>Exterior:</i> Rear yard |
| <b>Note</b>          | The rateable value is £4,700 (2010 current)   |
| <b>Possession</b>    | Vacant  |
| <b>Viewing</b>       | Auction Department 0161 443 4740  |

**Guide Price: £65,000 – £75,000**

you MUST read the notices to prospective buyers!

## 39 Heather Street, Clayton, Manchester, M11 4FW

Two bedroom end terrace

**Directions** Heather Street at junction with  
Ravensbury Street, off Bank Street

### Accommodation

**Ground Floor:** Living room, dining kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**



**Lot 44**

## 12 Holmfield Avenue West, Moston, Manchester, M9 4NX

Two bedroom terrace

**Directions** Holmfield Avenue West off Church  
Lane off Lightbowne Road

### Accommodation

**Ground Floor:** Two reception rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**



**Lot 45**

Today's start time is 2:00pm

## Lot 46



### 47 & 47a Ackroyd Street, Openshaw, Manchester, M11 1NT

Part tenanted end terrace in two separate self contained flats

|                      |  |
|----------------------|--|
| <b>Directions</b>    | Ackroyd Street, corner of Catherine Street, off Vine Street, off Ashton Old Road (A635)  |
| <b>Accommodation</b> | <i>Ground Floor (47a):</i> Living room, storeroom, kitchen, bedroom, bathroom, access to rear yard<br><i>First Floor (47):</i> Living room, kitchen, two bedrooms, bathroom<br><i>Exterior:</i> Pavement fronted, yard to the rear |
| <b>Note</b>          | Both flats have separate central heating systems and double glazing  |
| <b>Possession</b>    | Tenanted unless stated otherwise   |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |

**Guide Price: £65,000 – £75,000**



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Lot 47



## Garages to the rear of 9-13 Thorncliffe Grove, Levenshulme, Manchester, M19 3LS

Plot with 9 refurbished tenanted garages

|                   |   |
|-------------------|---|
| <b>Directions</b> | Thorncliffe Avenue is Off Broom Lane, Stockport Road A6 Site located to the rear of Roseneath Avenue and accessed off Thorncliffe Grove via locked secure gates |
| <b>Note</b>       | Minimum Deposit will be £3,000 on this lot  |
| <b>Possession</b> | Details to follow in legal pack   |
| <b>Viewing</b>    | Auction Department 0161 443 4740  |

Guide Price: £20,000

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 48



### 27 & 27a Lansdowne Road, Crumpsall, Manchester, M8 5SF

Tenanted ground floor shop and separate tenanted three bedroom flat over situated on a busy parade of shops

|                      |  |
|----------------------|--|
| <b>Directions</b>    | Lansdowne Road off the junction with Crumpsall Lane and Delaunays Road, off Middleton Road (A576)  |
| <b>Accommodation</b> | <i>Ground Floor:</i> Shop sales area, rear storeroom and kitchen. Store leads to rear yard and outside WC<br><i>First Floor:</i> Landing, lounge, bedroom, kitchen, bathroom<br><i>Second Floor:</i> Two bedrooms, loft storage room |
| <b>Note</b>          | The flat has double glazing and central heating  |
| <b>Possession</b>    | Tenanted - Shop £541 pcm, flat £500 pcm on AST   |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |

**Guide Price: £125,000**

you MUST read the notices to prospective buyers!

## 2 Fairhaven Street, Ardwick, Manchester, M12 5EE

Two bedroom end terrace house

**Directions** Off Pollitt Close, Clowes Street, Hyde  
Road A57

### Accommodation (not inspected)

**Ground Floor:** Kitchen, one reception room

**First Floor:** Two bedrooms, bathroom

**Exterior:** Rear yard

**Possession** Tenanted on a twelve month AST from  
16.07.2014 at £450 per calendar month

**Viewing** Open viewing only, the tenant  
must not be disturbed

Lot 49



**Guide Price: £50,000 - £55,000**

## 21 Cottage Lane, Glossop, SK13 7EN

Two bedroom terraced house

**Directions** Cottage Lane can be found directly off  
Glossop Road (A626) opposite Bluebell  
Wood

### Accommodation

**Ground Floor:** Lounge, dining kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Garden to rear with access to a further  
communal lawned area

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

Lot 50



**Guide Price: £70,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 51



### 16 Wichbrook Road, Worsley, Manchester, M28 0JL

Three bedroom mews property

|                      |   |   |
|----------------------|---|---|
| <b>Directions</b>    | Wichbrook Road leads off Madams Wood Road which is directly off the A5082 (Peel Lane)                               |   |
| <b>Accommodation</b> | <i>Ground Floor:</i>  | Hall, lounge, kitchen/diner                       |
|                      | <i>First Floor:</i>   | Three bedrooms, bathroom                          |
|                      | <i>Additional Floors:</i>   | Loft Room   |
|                      | <i>Exterior:</i>  | Large paved garden to rear, driveway to the front |
| <b>Note</b>          | The property has been partially renovated to include some double glazing. It is boarded for security purposes only. |   |
| <b>Possession</b>    | Vacant  |   |
| <b>Viewing</b>       | Auction Department 0161 443 4740  |   |

**Guide Price: £40,000 – £50,000**

you MUST read the notices to prospective buyers!

## 6 Midlothian Street, Clayton, Manchester

Two bedroom terrace

**Directions** Midlothian Street, off John Heywood Street, off Bank Street

### Accommodation

**Ground Floor:** Living room, dining kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**



**Lot 52**

## 14 Lichfield Drive, Bury, Lancashire, BL8 1BJ

Three bedroom semi detached house

**Directions** Lichfield Road is off Woodhill Road which is off Brandlesholme Road (B6124)

### Accommodation (not inspected)

**Ground Floor:** Lounge, kitchen, conservatory

**First Floor:** Three bedrooms, bathroom

**Exterior:** Gardens

**Note** We understand that the property has central heating and double glazing

**Possession** Tenanted - awaiting sight of tenancy - please refer to the legal pack

**Viewing** External viewing only - the tenant must not be disturbed

**Guide Price: £48,000+**



**Lot 53**

Today's start time is 2:00pm

## Lot 54



ELEVATION TO GROSVENOR STREET.

## Garages and site on Grosvenor Street, Denton, Manchester, M34

Twelve garages on plot considered suitable for development to residential use

|                      |   |
|----------------------|---|
| <b>Directions</b>    | Grosvenor Street, junction with Taylor Street, behind terraces no's 14-28 Holland Street  |
| <b>Accommodation</b> | This plot of land is located close to Denton West End Working Mens Club and The Royal British Legion on Grosvenor Street at the junction with Taylor Street. As it currently stands there are 12 mostly dilapidated garages on this site and for example there may be potential for redevelopment on this site for perhaps two detached bungalows as the artist impressions suggests. |
| <b>Note</b>          | Parties interested in redevelopment are advised to consult with the local planning department direct at Tameside MBC Planning Department, Council Offices, Wellington Road, Ashton-under-Lyne, OL6 6DL. Tel: 0161 342 8355  |
| <b>Possession</b>    | Vacant  |
| <b>Viewing</b>       | Open site   |

**Guide Price: £45,000**

you MUST read the notices to prospective buyers!

## 182 Acomb Street, Rusholme, Manchester, M14 4DZ

Three bedroom terrace house

**Directions** Off Great Western Street, Wilmslow  
Road B5117

### Accommodation (not inspected)

**Ground Floor:** Kitchen, two reception rooms (one of which is currently being used as a bedroom)

**First Floor:** Three bedrooms, shower room/wc

**Exterior:** Rear garden

**Possession** Tenanted on two A.S. with a combined rent of £825 per calendar month - Please refer to legal pack

**Viewing** External viewing only - the tenant must not be disturbed

Lot 55



**Guide Price: £90,000 - £100,000**

## 48 Pinnington Road, Gorton, Manchester, M18 8WR

Two bedroom terrace

**Directions** Pinnington Road off Chapman Street,  
Gorton

### Accommodation

**Ground Floor:** Living room, dining room, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

**Note** The property has central heating

**Possession** Tenanted - lease to follow

**Viewing** Auction Department 0161 443 4740

Lot 56



**Guide Price: £45,000**

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0161 443 4740

Today's start time is 2:00pm

## Lot 57



### 45 Ballantine Street, Newton Heath, Manchester, M40 1RT

Two bedroom terrace

|               |                                      |
|---------------|--------------------------------------|
| Directions    | Ballantine Street, off Culcheth Lane |
| Accommodation |                                      |
| Ground Floor: | Living room, dining kitchen          |
| First Floor:  | Two bedrooms, bathroom               |
| Exterior:     | Small walled front garden, rear yard |
| Note          | The property has central heating     |
| Possession    | Vacant                               |
| Viewing       | Auction Department 0161 443 4740     |

**Guide Price: £40,000**

## Lot 58



### 78 Scotland Street, Newton Heath, Manchester, M40 1LE

Two bedroom terrace

|               |  |
|---------------|--|
| Directions    | Scotland Street off Crawford Street off Briscoe Lane |
| Accommodation |  |
| Ground Floor: | Two reception rooms, kitchen                         |
| First Floor:  | Two bedrooms, bathroom                               |
| Exterior:     | Pavement fronted, rear yard                          |
| Note          | The property has central heating                     |
| Possession    | Vacant   |
| Viewing       | Auction Department 0161 443 4740                     |

**Guide Price: £40,000**



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Lot 59



## 119 Clinton Avenue, Fallowfield, Manchester, M14 7LQ

Extended three bedroom mid terrace with off road parking and garden

|                      |  |
|----------------------|--|
| <b>Directions</b>    | Clinton Avenue off Garswood Road off Wilbraham Road (A5103)  |
| <b>Accommodation</b> | <i>Ground Floor:</i> Hallway, large lounge, dining room, kitchen<br><i>First Floor:</i> Three bedrooms, bathroom, separate WC<br><i>Exterior:</i> Block-paved driveway to front, lawn garden to rear |
| <b>Note</b>          | The property has central heating and majority double glazing   |
| <b>Possession</b>    | Vacant   |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |

Guide Price: £95,000

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

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Today's start time is 2:00pm

## Lot 60



### 209 Lees Road, Clarksfield, Oldham, OL4 1LS

Vacant four bedroom terrace

**Directions** On the main A669 Lees Road close to junction with Balfour Street

#### Accommodation

**Ground Floor:** Hallway, two reception rooms, kitchen

**First Floor:** Three bedrooms, bathroom

**Second Floor:** Loft room

**Exterior:** Elevated front garden, rear yard

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £70,000**

## Lot 61



### 163 Vine Street, Abbey Hey, Manchester, M18 8SG

Two bedroom terrace

**Directions** Vine Street off Abbey Hey Lane

#### Accommodation

**Ground Floor:** Living room, kitchen/diner

**First Floor:** Two bedrooms, bathroom

**Exterior:** Small front garden, small rear yard

**Note** The property has central heating

**Possession** Tenanted - lease to follow

**Viewing** Auction Department 0161 443 4740

**Guide Price: £49,000**

you MUST read the notices to prospective buyers!

Lot 62



## Watershead Conservative Club, Sharples Hall Street, Oldham, OL4 2OZ

Former Conservative Club over three storeys, approximately 7,000 sq.ft (650 sq.m)

**Directions** Sharples Hall Street, off Huddersfield Road (A62) close to the junction of Ripponden Road (A672)

**Accommodation** Measurements provided by vendor

|                      |                           |
|----------------------|---------------------------|
| <i>Ground Floor:</i> | 278.71 sq.m (3,000 sq.ft) |
| <i>First Floor:</i>  | 278.71 sq.m (3,000 sq.ft) |
| <i>Basement:</i>     | 92,9 sq.m (1,000 sq.ft)   |

**Note** The property may be suitable for redevelopment or change of use and interested parties are advised to consult with the local planning office directly:  
Oldham Metropolitan Borough Council, PO Box 160, Civic Centre, West Street, Oldham, OL1 1UK. Tel: 0161 770 3000

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £80,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

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Today's start time is 2:00pm

## Lot 63



Existing Shaw Street Elevations  
Scale: 1:100



Existing Haigh Street Elevations  
Scale: 1:100



Location Plan  
Scale: 1:1250

The Building is subject to two Local Authority notices:  
1- Urgent Works Notice  
Planning Control Order and  
conservation area act 1987.  
2- Dangerous Building  
Section 79 Building Act 1984



Existing and Proposed Henry Street Elevations  
Scale: 1:100

## Land at 71 Shaw Street, Liverpool, L6 1HL

Plot with permission for 19 apartments and associated parking close to Royal Liverpool Hospital

**Directions** Shaw Street is accessed from the A580 New Islington, on the one way system close to the Brunswick Road continuation

**Accommodation** Plot with planning consent for the redevelopment of the façade and land for 19 flats and associated parking close to the Royal Liverpool Hospital. Plans are available by downloading the legal pack.

The existing site is on the corner of Shaw Street and William Henry Street, backing onto 88 Haigh Street and overlooking Rupert Lane Recreation Ground

**Note** Application Numbers 11F/0886 and 11L/0887. Liverpool City Council, Planning, Municipal Building, Dale Street, Liverpool, L2 2DH. 0151 233 3021

**Possession** Vacant

**Viewing** Open site

**Guide Price: £100,000 – £150,000**

you MUST read the notices to prospective buyers!

## 22 Windsor Street, Gorton, Manchester, M18 7BU

Two bedroom terrace

**Directions** Windsor Street, off Mount Road off  
Hyde Road (A57)

### Accommodation

**Ground Floor:** Living room, kitchen/diner

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

**Note** The property has central heating

**Possession** Tenanted - lease to follow

**Viewing** Auction Department 0161 443 4740

**Guide Price: £45,000**

**Lot 64**



## 23 Brookfield Grove, Gorton, Manchester, M18 7FD

Three bedroom mid terrace

**Directions** Brookfield Grove is found at the end  
of Kirk Street (just past the Vale  
Cottage Inn Public House) off Jessop  
Street, off Chapman Street

### Accommodation

**Ground Floor:** Two reception rooms, kitchen

**First Floor:** Three bedrooms, bathroom

**Exterior:** Garden fronted, small rear yard

**Note** The property has central heating and  
double glazing

**Possession** Tenanted - lease to follow

**Viewing** Auction Department 0161 443 4740

**Guide Price: £55,000**

**Lot 65**



Today's start time is 2:00pm

## Lot 66



### 75 Seymour Street, Denton, Manchester M34 3PF

Two bedroom semi-detached bungalow close to shops

|                      |   |   |
|----------------------|---|---|
| <b>Directions</b>    | Seymour Street Manchester Road (A57) off Junction 24 M60    |   |
| <b>Accommodation</b> | <i>Ground Floor:</i>  | Vestibule, lounge, kitchen, two bedrooms, bathroom. Lean to sun porch to rear |
|                      | <i>Exterior:</i>  | Off road parking, front and rear garden, detached garage                      |
| <b>Note</b>          | The property has central heating and partial double glazing |   |
| <b>Possession</b>    | Vacant  |   |
| <b>Viewing</b>       | Auction Department 0161 443 4740                            |   |

**Guide Price: £100,000**

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Lot 67



## 69 Mersey Bank Avenue, Chorlton, Manchester, M21 7NT

Three bedroom semi-detached with garage

|                      |  |
|----------------------|--|
| <b>Directions</b>    | Mersey Bank Avenue is located off Maitland Avenue, off Barlow Moor Road, close to Southern Cemetery main entrance  |
| <b>Accommodation</b> | <i>Ground Floor:</i> Hallway, lounge, open plan dining kitchen<br><i>First Floor:</i> Three bedrooms, bathroom and separate WC<br><i>Exterior:</i> Front garden, driveway, garage and pleasant lawn garden to rear |
| <b>Note</b>          | The property has central heating and is double glazed and alarmed  |
| <b>Possession</b>    | Vacant   |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |

**Guide Price: £95,000+**

email: [auction@edwardmellor.co.uk](mailto:auction@edwardmellor.co.uk)

0161 443 4740

Today's start time is 2:00pm

## Lot 68



### 207 Northmoor Road, Longsight, Manchester, M12 5RU

Extended four bedroom semi-detached opposite Crowcroft Park

|                      |  |
|----------------------|--|
| <b>Directions</b>    | Northmoor Road, right off East Road, off Manchester Road (A6)  |
| <b>Accommodation</b> | <i>Ground Floor:</i> Hallway, two reception rooms, kitchen, utility room, WC<br><i>First Floor:</i> Landing, four bedrooms, bathroom<br><i>Exterior:</i> Front garden, communal driveway to rear garage, walled garden to rear |
| <b>Note</b>          | The property has central heating and double glazing  |
| <b>Possession</b>    | Vacant   |
| <b>Viewing</b>       | Auction Department 0161 443 4740   |

**Guide Price: £150,000+**



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## 33 Stokes Street, Clayton, Manchester, M11 4SJ

Two bedroom end terrace

**Directions** Stokes Street off Ashton New Road  
(A662) near Seymour Road Primary  
School

### Accommodation

**Ground Floor:** Living room, dining room, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating and  
double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

**Lot 69**



## 26 Connie Street, Lower Openshaw, Manchester, M11 2JT

Two bedroom terrace

**Directions** Connie Street off Meech Street, close  
to Openshaw Park

### Accommodation

**Ground Floor:** Living room, dining kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

**Note** The property has central heating and  
double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £38,000**

**Lot 70**



Today's start time is 2:00pm

## Lot 71



### 79 Scotland Street, Newton Heath, Manchester, M40 1LE

Two bedroom terrace

**Directions** Scotland Street off Crawford Street off  
Briscoe Lane

#### Accommodation

**Ground Floor:** Two reception rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

## Lot 72



### 129 Mitchell Street, Newton Heath, Manchester, M40 2TJ

Two bedroom terrace

**Directions** Mitchell Street off Briscoe Lane

#### Accommodation

**Ground Floor:** Two reception rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

you MUST read the notices to prospective buyers!

## 54 Canada Street, Newton Heath, M40 8AE

Two bedroom terrace

**Directions** Canada Street off New Street off  
Oldham Road (A62)

### Accommodation

*Ground Floor:* Living room, dining kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**



**Lot 73**

## 34 Colliery Street, Lower Openshaw, Manchester, M11 2AP

Two bedroom terrace

**Directions** Colliery Street off Clayton Lane at  
junction with Parkhouse Street

### Accommodation

*Ground Floor:* Living room, dining kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

**Note** The property has central heating and  
double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £42,000**



**Lot 74**

Today's start time is 2:00pm

## Lot 75



## 2 Colliery Street, Lower Openshaw, Manchester, M11 2AP

Two bedroom terrace

**Directions** Colliery Street off Clayton Lane at junction with Parkhouse Street

### Accommodation

*Ground Floor:* Living room, dining kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £42,000**

## Lot 76



## 12 Tottington Street, Clayton, Manchester, M11 4WT

Two bedroom terrace

**Directions** Tottington Street off Canberra Street off Ashton New Road (A662)

### Accommodation

*Ground Floor:* Two reception rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Small front garden, rear yard

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

you MUST read the notices to prospective buyers!

## 42 Greenside Street, Lower Openshaw, Manchester

Two bedroom terrace

**Directions** Greenside Street off Ashton Old Road (A635) near to Openshaw Park

### Accommodation

**Ground Floor:** Two reception rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

**Note** The property has central heating

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £30,000**



**Lot 77**

## 203 Barrington Street, Clayton, Manchester, M11 4FB

Two bedroom terrace

**Directions** Barrington Street, off Clayton Street off North Road

### Accommodation

**Ground Floor:** Two reception rooms, kitchen

**First Floor:** Two bedrooms, bathroom

**Exterior:** Pavement fronted, small rear yard

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**



**Lot 78**

Today's start time is 2:00pm

## Lot 79



### 48 Swinburn Street, Blackley, Manchester, M9 4FS

Two bedroom terrace

**Directions** Swinburn Street off Hodge Street, off Gill Street

#### Accommodation

*Ground Floor:* Living room, dining kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, rear yard

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £35,000**

## Lot 80



### 11 Pioneer Street, Clayton, Manchester, M11 4EQ

Two bedroom terrace

**Directions** Pioneer Street off Ravensbury Street, off Bank Street

#### Accommodation

*Ground Floor:* Two reception rooms, kitchen

*First Floor:* Two bedrooms, bathroom

*Exterior:* Pavement fronted, small rear yard

**Note** The property has central heating and double glazing

**Possession** Vacant

**Viewing** Auction Department 0161 443 4740

**Guide Price: £40,000**

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Liam Fisher,  
143 Grove Lane, Cheadle Hulme, Stockport

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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.
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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.

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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.



# Proxy and Telephone Bidding

Authorisation  
Form

**Method of bidding**

(please tick one)

Proxy

Telephone

Name: \_\_\_\_\_

Buyers Name: \_\_\_\_\_

(if different)

Address: \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone: Work: \_\_\_\_\_

Home: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

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.

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: \_\_\_\_\_

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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 enquires 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 interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable

by the BUYER.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the SELLER receives income and is liable for outgoing for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

## G11 ARREARS

### Part 1 Current Rent

G11.1 "Current Rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them only if details of those ARREARS are given in the SPECIAL CONDITIONS

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

### Part 2 BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

### Part 3 BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS:

- (a) so state; or
- (b) give no details of any ARREARS

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings, or forfeit the TENANCY;
- (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancers may reasonably require;

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

(e) not without the consent of the seller release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and

(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

## G12 MANAGEMENT

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION, (such as, but not limited to, an application for licence, a rent review, a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY, or a new tenancy or agreement to grant a new tenancy) and:

- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would [but for the indemnity in paragraph (c)] expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
- (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
- (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

## G13 RENT DEPOSITS

G13.1 This CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.

G13.3 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment

in which the BUYER covenants with the SELLER to:

- (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

## G14 VAT

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money, but only if given a valid VAT invoice.

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

## G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state: (a) The SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and

(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER: (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that: (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;

(b) has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;

(c) article 5(2B) of the Value Added Tax (Special Provisions) order 1995 does not apply to it; and

(d) it is not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence (a) of the BUYER'S VAT registration; (b) that the BUYER has made a VAT OPTION; and (c) that the VAT OPTION has been notified in writing to HM Revenue & 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.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to: (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and

(b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then:

- (a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT; and
- (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
- (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

## G16 CAPITAL ALLOWANCES

G16.1 This CONDITION applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:

- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
- (b) to submit the value specified in the SPECIAL CONDITIONS to the HM Revenue & Customs for the purposes of their respective capital allowance computations.

## G17 MAINTENANCE AGREEMENTS

G17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such contracts from the ACTUAL COMPLETION DATE.

## G18 LANDLORD AND TENANT ACT 1987

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## G19 SALE BY PRACTITIONER

G19.1 This condition applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold

- (a) in its condition at COMPLETION;
- (b) for such title as the SELLER may have; and
- (d) with no title guarantee; and the BUYER has no right to rescind the contract or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

## G20 TUPE

G20.1 If the SPECIAL CONDITIONS state "There are no employees to which TUPE applies" this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:

- (a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.
- (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on COMPLETION.
- (d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.

## G21 ENVIRONMENTAL

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT

G21.3 The BUYER agrees to indemnify the

SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

## G22 SERVICE CHARGE

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

- (a) service charge expenditure attributable to each TENANCY;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not yet been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows that:

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it provides the service charge account;
- (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds. BUT in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the buyer must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
- (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

## G23 RENT REVIEWS

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or



determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:

- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

## **G24 TENANCY 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:

|                   |               |
|-------------------|---------------|
| Life Insurance    | 0800 195 8900 |
| Income Protection |               |
| Pension Advice    |               |
| Will Writing      |               |
| Probate Services  |               |
| Conveyancing      |               |

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