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# KAL SANGRA

SHONKI ■ BROTHERS

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## AUCTION

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Wednesday 17 November 2010 at 5.00pm  
Leicester Racecourse, Leicester Road, Oadby, Leicester LE2 4AL



# Auction: Wednesday 17 November 2010



## A warm welcome to our final auction sale of 2010.

I am pleased to report that in our September Auction we achieved over 90% success rate. The auction sale consisted of lots from vendors who were keen to sell and the guide prices were very attractive. All of the residential properties were sold and we could have sold many like properties as we had a packed room with aggressive bidding from purchasers who were ready and willing to buy. Only 2 commercial properties did not sell and we are currently working on securing sales for these. Hopefully we will achieve similar success in this auction sale.

The interest rate still remains low at 0.5% making buying very attractive for investors with cash funds and with low borrowings to be active within the property market.

We are delighted to offer 19 varied and competitively priced lots that are suitable for owner occupation, investment and for development.

### Legal Documents:

For all the properties offered for sale the Special Conditions of Sale and the legal documents will be available for inspection prior to the Auction. If you are interested in any of the lots the legal documents will be available to download or alternatively please make an appointment to view these at our office.

### Viewings:

All properties can be viewed before the Auction, to arrange viewings please contact the office (0116) 254 3373.

### Buying At Auctions (pages 4 and 5):

Please do read the Buying at Auctions Important Notice to Bidders to familiarise yourself with the Auction procedure.

### Check Addendum List:

Any changes or alterations that your purchase will be subject to will be specified on an addendum sheet.

### Proxy / Telephone Bidding

If you cannot attend the Auction you may arrange to make a proxy or telephone bid. This facility needs to be agreed by prior arrangement. Please contact us for a registration form.

### Check Availability of Lots:

Do check lots have not been sold or withdrawn prior to Auction.

### Auction Contract:

If you are the successful bidder you will be required to complete the Auction contract, supply the deposit and the buyer's fee with 2 forms of identification on the day of purchase.

### Deposit:

A 10% deposit is required on the fall of the hammer. Cheques should be made payable to "Shonki Brothers Limited" and drawn on a UK clearing bank. All cheques are specially cleared as soon as possible and therefore you should ensure that you have adequate funds in your account. Please note we do not accept cash, but credit/debit cards facilities are available but may be subject to a fee.

### Completion:

Completion is normally 28 days from the day of the sale, unless specified otherwise in the contract, when the balance will be required.

Finally, please arrive on time so that you are able to read the addendum / alteration list, look through the legal documents if you have not already done so and check any changes made to the order of sale. If you require any further information please do not hesitate to contact the office and we will do all we can to assist you.

We are currently taking entries for our next Auction to be held on 23 February 2011, so do contact us if you are considering selling and require an Auction appraisal.

My staff and I look forward to welcoming you on Wednesday 17 November 2010.

**K S Sangra FRICS FNAVA**  
Auctioneer



**Auction:** Wednesday 17 November 2010



# Order of Sale

| LOT | PROPERTY ADDRESS   |
|-----|--|
| 1   | 35 Cotswold Green, Mowmacre Hill, Leicester LE4 2LG                                      |
| 2   | 53 Vernon Road, Aylestone, Leicester LE2 8GE   |
| 3   | 39/39A Main Street, Whissendine, Oakham, Rutland LE15 7ES                                |
| 4   | 298 Abbey Lane, Leicester LE4 2AA  |
| 5   | 24 Wellingar Close, Thorpe Astley, Leicester LE3 3SA                                     |
| 6   | 109 London Road, Leicester LE2 0PF   |
| 7   | 25 Oakfield Avenue, Markfield, Leicester LE67 9WH  |
| 8   | 26 Geoffrey Close, Stoke Heath, Coventry CV2 3GE   |
| 9   | 44 Beaumont Walk, Leicester LE4 0PQ  |
| 10  | 136 Westcotes Drive, Leicester LE3 0QS   |
| 11  | 261 Tudor Road, Leicester LE3 5JJ  |
| 12  | York House, Smisby Road, Ashby De La Zouch, Leicestershire LE65 2UG                      |
| 13  | 130 Halifax Drive, Leicester LE4 2DQ   |
| 14  | 8 Heath Lane, Earl Shilton, Leicestershire LE9 7PB                                       |
| 15  | Sub-Station, West View Avenue, Glen Parva, Leicester LE2 9GT                             |
| 16  | 53, 55 & 59 Belgrave Gate, Leicester LE1 3HR &<br>2- 4 Charles Street, Leicester LE1 3JA |
| 17  | 13-13A Mill Hill Lane, Leicester LE2 1AH   |
| 18  | 132 Asfordby Street, Leicester LE5 3QH   |
| 19  | 135 Green Lane Road, Leicester LE5 3TQ   |



**AUCTION VENUE:**

**Leicester Racecourse**, Leicester Road, Oadby, Leicester LE2 4AL

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits



**RICS**  
SINCE 1990

# Buying at Auctions - Important Notice to Bidders

## DO'S AND DON'TS

- Do go through the catalogue carefully.
- Do go and view any properties in which you are interested.
- Do take legal advice.
- Do bring means of identification to the Auction.
- Do read the important notice to bidders.
- Do allow time to arrange a survey, if required.
- Do arrange to have a 10% deposit before the day of the Auction and the balance of purchase monies by the time set for completion in the Contract.

## DON'TS AT AUCTIONS

- Don't panic, our Auctioneers understand the pressures.
- Don't be late; watching other lots being sold helps to follow the procedure.
- Don't lose track, some lots go quickly, you could miss out.
- Don't assume that all Lots are available, check with us beforehand.
- Don't forget the insurance risk changes as the hammer falls.

## PLEASE NOTE THE FOLLOWING:

1. The attention of prospective purchasers is drawn to the General and Special Conditions of Sale which are available at the Auction.
2. Prospective purchasers shall be deemed to have inspected the relevant properties and made all the usual and necessary searches and enquiries, with all the relevant authorities and other bodies.
3. When the Auctioneer's gavel falls on a bid, the successful bidder is under a binding contract to purchase the relevant property. The purchaser is immediately at risk in relation to the property and shall therefore, be deemed to have made prior arrangement for any insurance cover required.
4. When a property is knocked down, the successful bidder must immediately present to the Auctioneer's clerk his name and address and if appropriate, the name and address of the person or company on whose behalf he has been bidding. This information will be used to complete a Memorandum of Agreement of Sale in the form of the one at the back of this catalogue or the Contract prepared by the vendor's solicitor which the successful bidder must sign and exchange with the Auctioneer's staff prior to leaving the Auction room and at the same time present the Auctioneer with a deposit of 10% of the purchase price (minimum deposit of £1000). In default of the any of the above the Auctioneer shall be entitled, at his discretion, as agent for the Vendor, to treat the failure or default as a repudiation and rescind the Contract.  

Thereafter the Auctioneer shall be entitled to re-submit the property for sale. If a successful bidder does not pay a deposit and/or complete the Memorandum the Vendor reserves the right to claim any loss he incurs as a result.
5. The Vendor has the right to sell before Auction, or withdraw the Lot, and neither the Auctioneer nor the Vendor is responsible for any abortive costs, losses or damages of a

prospective purchaser. Information as to presale or withdrawal of a Lot can be obtained by enquiry to the Auctioneers at any time prior to the auction but is valid only at the time of the enquiry.

6. Prospective purchasers are strongly advised to check these particulars as to measurements, areas and all other matters to which the properties are expressed to be subject to or have the benefit of and in respect of any contents, fixtures or fittings expressed to be included in the sale by making inspection of the property and all the necessary enquiries with SHONKI BROTHERS LTD, the Vendor, the Vendor's professional advisors and all other appropriate authorities. All measurements and areas referred to in these particulars are approximate only.
7. All Location plans published in the particulars of sale are to enable prospective purchasers to locate the property only. The plans are reproduced and therefore not to scale and are not intended to depict the interest to be sold but are for identification only. Purchasers are advised to view the Special Conditions in respect of the precise interest to be conveyed.
8. Any guide prices issued, or any estimates or values mentioned in negotiations or discussions, cannot be relied upon by prospective purchasers as representing professional valuations for any purpose in accordance with the requirements or guidance notes of relevant professional bodies, or other authorities. In all respects prospective purchasers are deemed to have relied upon their own professional advisors.
9. The services, fittings and appliances (if any) have not been tested by the Auctioneers or their joint agents.
10. Guide prices are subject to alteration. Guide prices or guide price ranges are not necessarily figures at which the property will sell. They are only intended to be an indication. The price achieved at Auction may be more or less.
11. Details for each Lot have been prepared on our own inspection and information supplied by the Vendors who cannot warrant that the property is in good structural condition.
12. Identification - please bring two forms of identification i.e. original passport, driving licence, utility bill, together with a photocopy of such documents. PLEASE SEE IDENTITY DOCUMENTS.
13. Buyer's Fee: The successful purchaser will be required to pay to the Auctioneers a Buyer's Fee of £350.00 (inc. VAT) upon exchange of contracts.
14. All cheques given at this Auction will be presented for express clearance, our bank have advised us that this cost is £12.00 per cheque therefore this amount will have to be paid by the purchaser at exchange of contract.
15. Inspection of Investment properties is by courtesy of the Tenants. Inspection of properties with vacant possession is only by arrangement with the Auctioneer. Interested parties must phone or call SHONKI BROTHERS LTD. to discuss viewing arrangements, prior to making the journey.
16. All residential lettings are now regulated tenancies under the Rent Act 1977, the Housing Act 1980 and the Housing Act 1988.



## Measurements & Location Plans:

All room sizes and site measurements are approximate and may have been scaled from Architects, Land Registry or Ordnance Survey Plans.

Each lot will be sold in accordance with the Title Documentation as the Location Plans shown in the catalogue are for identification purposes only.

Interested applicants should make their own site inspections and investigations with regard to the accuracy of all measurements given in the catalogue.

## Recommendations

**NEVER** be afraid to ask the staff at the Auction about anything of which you have doubts. **ALWAYS** ensure your bid is clearly seen by the Auctioneer by using your catalogue or hand.

## Misrepresentation Act 1967

**SHONKI BROTHERS LTD** for themselves and for the Vendors of the properties whose agents they are give notice that:

1. These particulars do not constitute any part of an offer or contract.
2. All statements contained in these particulars as to the properties are made without responsibility on the part of Shonki Brothers Ltd or the Vendors.
3. None of the statements contained in these particulars as to the properties are to be relied on as a statement of representation of fact.
4. Any intending purchaser must satisfy himself by inspection or otherwise as to the correctness of each of the statements contained in these particulars.
5. The Vendors do not make or give Shonki Brothers Ltd nor any persons in their employment any authority to make or give any representation of warranty whatsoever in relation to the properties.

## The Properties Misrepresentations Act 1991

While the sales particulars have been carefully compiled and are believed to be accurate no warranty is given in this respect and

potential purchasers should satisfy themselves as to any points arising therefrom.

None of the items included in the sale of working or running nature such as the central heating installation or mechanical or electrical equipment (where included in the sale) have been tested by us and no warranty is given in this respect and potential purchasers should satisfy themselves as to any points arising therefrom.

Any photographs used are purely illustrative, and may demonstrate only the surroundings. They are not therefore to be taken as indicative of the extent of the property, or that the photograph is taken from within the boundaries of the property, or of what is included in the sale.

## Identity Documents:

**PLEASE NOTE THAT any person buying or bidding at our Auction, MUST produce documentation to confirm their name and residential address.**

Please find below a list of acceptable forms of identification.

You must provide one document from each list

### Identity documents:

- Current signed passport
- Current UK Photo card driving licence
- Current full UK driving licence (old version)  
*(Provisional Driving Licence will not be accepted)*
- Resident permit issued by the Home Office to EU Nationals
- Inland Revenue Tax Notification
- Firearms Certificate


### Evidence of address:

- Current full UK driving licence (old version)  
*(Provisional Driving Licence will not be accepted)*
- A utility bill issued within the last 3 months
- Local Authority tax bill (current year)
- Bank, building society or credit union statement
- Most recent mortgage statement from UK lender

Please note that a driving licence can be used as evidence of either an identity document or evidence of address. **IT CANNOT BE USED FOR BOTH**

## Legal Documents Online - New Service - Legal Documents Online



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

The Essential Information Group Ltd www.eigroup.co.uk 01737 226 150

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits



**LOT 1**

35 Cotswold Green, Mowmacre Hill, Leicester LE4 2LG

**RESIDENTIAL****Location:**

Property located in Mowmacre Hill in a cul-de-sac just off Bedale Drive and near to Red Hill Way roundabout.

**Tenure:**

We understand that the property is freehold and vacant possession will be given upon completion.

**Description:**

A 3 bedroom semi detached property benefitting from double glazing, cavity wall insulation and electric storage heaters.

**Solicitors:**

Wilson Browne LLP,  
6 Peacock Lane, Leicester LE1 5PS  
Tel: (0116) 251 7181 ~  
Ref: H Sanderson

**Accommodation:****Ground Floor:**

Entrance hall, lounge, kitchen, large store room.

**First Floor:**

3 bedrooms, bathroom and separate w.c.

**Outside:**

Front and rear gardens.

**PRICE GUIDE: £70,000 - £75,000***(PREVIOUSLY MARKETED FOR £90,500)***LOT 2**

53 Vernon Road, Aylestone, Leicester LE2 8GE

**RESIDENTIAL****Location:**

Property located off Grace Road which is off Saffron Lane.

**Accommodation:****Ground Floor:**

2 reception rooms, fitted kitchen.

**First Floor:**

2 bedrooms, bathroom.

**Outside:**

Rear yard.

**Description:**

A 2 bedroom terrace property with full gas central heating and UPVC double glazing.

**Tenure:**

We understand that the property is freehold and vacant possession will be given upon completion.

**Solicitors:**

Spearing Waite,  
41 Friar Lane, Leicester LE1 5RB  
Tel: (0116) 262 4225 ~ Ref: C Cook

**PRICE GUIDE: £80,000 - £85,000***(PREVIOUSLY MARKETED FOR £94,950)*

**COMMERCIAL/RESIDENTIAL**

**Location:**

Property located off Stapleford Road, near to St Andrews Close.

**Description:**

A bistro and former village store/post office/coffee shop with a 4 bedroom self contained flat above.

**Accommodation:**

**Ground Floor:**

Bistro, bar and retail areas all having separate entrances, kitchen, wash-up area, food store, 3 further stores, lobby area, 3 w.c's.

**First Floor:**

Entrance hall, open plan living area with kitchen, 4 bedrooms, office/study, bathroom.

**Outside:**

Rear garden.

**Planning:**

- The bistro is currently trading but the store/post office/coffee shop unit is empty.
- There are 3 entrances to the property and therefore the ground floor could be split into 3 separate units subject to planning permission.
- The property was previously a butchers shop.

**Note:**

- The ground floor has its own services.
- The Auctioneers have not inspected the property and all the information stated has been provided by the Sellers.

**Tenure:**

We understand that the property is freehold and vacant possession will be given upon completion.

**Solicitors:**

Rajinder Singh & Co,  
85 London Road,  
Leicester LE2 0PF  
Tel: (0116) 254 5929 ~  
Ref: R Singh



Bar Area



Bistro Area



Rear Garden



First Floor Flat

**PRICE GUIDE: £225,000 - £230,000**

*(PREVIOUSLY MARKETED FOR £350,000)*

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

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No Cash Deposits



**COMMERCIAL**



**Location:**

Property located on a busy main road on the corner of Abbey Lane and Orton Road.

**Description:**

A former petrol filling station with retail unit.

**Accommodation:**

**Retail Unit:**

Sales Area: 735 sqft (68.32 sqm) approx., store room, w.c.

**Forecourt:**

A level site of 4,860 sqft (540 sqyds) approx.

**Planning:**

- The site can be used as a petrol filling station.
- There is potential for residential development subject to planning permission.
- All enquiries regarding planning should be made to Leicester City Council Planning Department (0116) 252 7249.

**Joint Agents:**

Leo Properties.

**Tenure:**

We understand that the property is freehold and vacant possession will be given upon completion.

**Solicitors:**

P A Todd & Company,  
142 Evington Road, Leicester LE2 1HL  
Tel: (0116) 273 3091 ~ Ref: P A Todd

**PRICE GUIDE: £250,000 - £275,000**

*(PREVIOUSLY MARKETED FOR £350,000)*



**RESIDENTIAL INVESTMENT / DEVELOPMENT**

**Location:**

Property located near to Meridian Business Park, in Thorpe Astley off Goodheart Way.

**Description:**

A 2 bedroom end town house with planning permission for an additional 2 bedroom detached dwelling.

**Accommodation:**

**Ground Floor:**

Entrance hall, lounge, kitchen/diner, w.c.

**First Floor:**

2 bedrooms, bathroom.

**Outside:**

Front garden providing car parking for 2+ vehicles, large rear and side gardens.

**Planning:**

- Planning permission has been granted for the erection of a 2 bedroom detached house.
- Planning Permission No. 09/0741/1/PX dated 10.02.10 and the plans are available for inspection.
- There is scope to improve the existing planning permission to a 4 bedroom detached house subject to planning permission.
- All enquiries regarding planning should be made to Blaby District Council Planning Department (0116) 272 7705.

**Note:**

The Auctioneers have not inspected the property and all the information stated has been provided by the Sellers.

**Tenure:**

- We understand that the property is freehold subject to existing tenancy.
- The property is currently let on a 6 months Assured Shorthold Tenancy from 23.12.09 at a rent of £550 pcm (£6,600 pa) exc. The tenant is currently holding over on a periodic tenancy.

**Solicitors:**

Harvey Ingram LLP,  
20 New Walk, Leicester LE1 6TX  
Tel: (0116) 254 5454 ~ Ref I Slinger



identification purposes only



*Proposed Site Layout*

Proposed layout plan. Not to scale for identification purposes



*Proposed Front Elevation*

**PRICE GUIDE: £145,000 - £150,000**

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits



**COMMERCIAL INVESTMENT**

**Location:**

Property located on London Road near to University Road.

**Description:**

A large 3 storey premises with hot food takeaway on the ground floor and a 3 bedroom self contained flat above.

**Accommodation:**

**Retail**

**Ground Floor:**

Retail area: 564.8 sqft (52.9 sqm) approx.  
Preparation/Storage area: 196 sqft (18.2 sqm) approx.

**Flat**

**First Floor:**

Room 1, kitchen, bathroom and w.c.

**Second Floor:**

Room 2, room 3, bathroom and w.c.

**Outside**

Rear yard.

**Planning:**

A3/A5 use on the ground floor.

**Note:**

The Auctioneers have not inspected the property and all the information stated has been provided by the Sellers.

**Tenure:**

- We understand that the property is freehold, subject to existing lease.
- The property is let for a term of 21 years from 30.07.02 with 3 year rent reviews on a full repairing and insuring basis at a rent of £13,000 pax.
- There is an outstanding rent review in July 2008 and the landlord has proposed a rent of £16,500 pax.

**Solicitors:**

Johar & Co,  
Beckville House,  
66 London Road, Leicester LE2 0QD  
Tel: (0116) 254 3345 ~  
Ref: D Johar



**PRICE GUIDE: £250,000 PLUS**



## LOT 7

25 Oakfield Avenue, Markfield, Leicester LE67 9WH

### RESIDENTIAL



#### Location:

Property located off Main Street.

#### Description:

A modernised 3 bedroom detached property with full gas central heating and double glazing.



#### Accommodation:

##### Ground Floor:

Entrance porch, lounge, dining room, fitted kitchen, conservatory.

##### First Floor:

3 bedrooms, bathroom.

##### Outside:

Front, side and rear gardens, detached garage to the rear with car standing space.

#### Tenure:

We understand that the property is freehold and vacant possession will be given upon completion.

#### Solicitors:

Trevor F Moore & Co,  
The Cottage, 71 High Street, Ibstock,  
Leicestershire LE67 6LH  
Tel: (01530) 261719 ~ Ref: T Moore

**PRICE GUIDE: £135,000 - £140,000**

*(PREVIOUSLY MARKETED FOR £195,000)*

## LOT 8

26 Geoffrey Close, Stoke Heath, Coventry CV2 3GE

### RESIDENTIAL



#### Location:

Property located in a cul-de-sac off Alfall Road.

#### Description:

A 2 bedroom semi detached property with full gas central heating and UPVC double glazing.



#### Accommodation:

##### Ground Floor:

Lounge, dining kitchen.

##### First Floor:

2 bedrooms, bathroom.

##### Outside:

Front garden with potential for off road parking, rear garden.

#### Tenure:

We understand that the property is freehold and vacant possession will be given upon completion.

#### Solicitors:

Spearing Waite,  
41 Friar Lane, Leicester LE1 5RB  
Tel: (0116) 262 4225 ~ Ref: C Cook

**PRICE GUIDE: £80,000 - £85,000**

*(PREVIOUSLY MARKETED FOR £94,950)*

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits

**RESIDENTIAL**



Garage to rear off Beauville Drive

**Location:**

Property located at the end of Beaumont Walk which is off Anstey Lane. The property can be accessed off Beauville Drive.

**Description:**

A one bedroom bungalow with double glazing and garage to the rear.

**Accommodation:**

**Ground Floor:**

Entrance porch, lounge, kitchen, bedroom, bathroom.

**Outside:**

Front and rear gardens, garage.

**Note:**

The sale will be subject to the purchaser paying the Seller's legal and auctioneers fees of £1,500 plus VAT.

**Tenure:**

We understand that the property is freehold and vacant possession will be given upon completion.

**Solicitors:**

Bond Adams,  
105 London Road, Leicester LE2 0PF  
Tel: (0116) 285 8080 ~ Ref: R Patel

**PRICE GUIDE: £65,000 PLUS**

**ALL TYPES OF PROPERTIES REQUIRED:**

- Residential Investments
- Commercial Investments
- Vacant Properties
- Land
- Agricultural

*Call us for a free, no obligation, Auction appraisal*

**Entries taken for our next Auction**  
**23 February 2011**



**COMMERCIAL/RESIDENTIAL DEVELOPMENT**

**Location:**

Property located off Fosse Road North on the junction off Westcotes Drive and Sykefield Road.

**Description:**

A large corner property requiring complete modernisation. The property was previously used as a residential care home.

**Accommodation:**

**Ground Floor:**

6 bedrooms, lounge, kitchen, bathroom with w.c., separate w.c.

**First Floor:**

11 bedrooms, 4 bathrooms with w.c.'s.

**Second Floor:**

5 bedrooms, bathroom with w.c., separate w.c.

**Total GIA:**

8,903 sqft (827 sqm) approx.

**Outside:**

Rear garden.

**Planning:**

- Potential to convert the property into 14 self contained flats (4 x 2 bedrooms and 10 x 1 bedroom), subject to planning permission.
- There is an illustrative scheme showing the proposed development available for inspection.
- All enquiries regarding planning should be made to Leicester City Council Planning Department (0116) 252 7249.

**Note:**

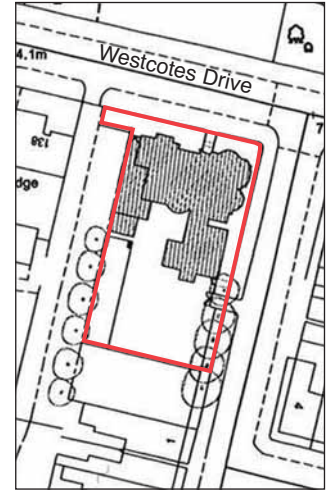
- Property is in need of complete modernisation.
- Extended completion of 8 weeks from the date of auction.
- No VAT is payable on the purchase price.

**Tenure:**

We understand that the property is freehold and vacant possession will be given upon completion.

**Solicitors:**

Bond Adams Solicitors,  
105 London Road, Leicester LE2 0PF  
Tel: (0116) 285 8080 ~ Ref: R Patel



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Not to scale-for identification purposes

**PRICE GUIDE: £475,000 - £485,000**

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits



**RESIDENTIAL DEVELOPMENT**

**Location:**

Property located on Tudor Road between King Richards Road and Fosse Road North, near to De Montfort University and the city centre.

**Description:**

Two terrace properties with a light industrial unit of approximately 2,280 sqft. The site has planning permission for residential development.

**Planning:**

- Planning permission has been granted for a change of use to residential:
  - 2 x 3 bedroom houses
  - 3 storey block of 12 flats:
    - 1 studio flat
    - 9 x 1 bedroom flats
    - 2 x 2 bedroom flats
- Planning Permission No. 20081520 dated 19.12.08 and the plans are available for inspection.
- All enquiries regarding the planning permission and all other approvals should be made to Leicester City Council Planning Department (0116) 252 7249.

**Note:**

The Auctioneers have not inspected the properties and all the information stated has been provided by the Sellers.

**Tenure:**

We understand that the property is freehold and vacant possession will be given upon completion.

**Solicitors:**

Nelsons Solicitors, Provincial House, 37 New Walk, Leicester LE1 6TU  
 Tel: (0116) 222 6666 ~  
 Ref: J Coningsby

**Accommodation:**

| Property  | Floor  | Accommodation   | Size sqft approx. |
|---|--------|---|-------------------|
| 261 Tudor Road                                  | Ground | 2 reception rooms and kitchen – currently used as store rooms |                   |
|   | First  | Landing, 2 bedrooms, kitchen, shower room                     |                   |
| 263 Tudor Road                                  | Ground | 2 reception rooms, kitchen                                    |                   |
|   | First  | Landing, 2 bedrooms, dressing room, bathroom                  |                   |
| 263A Tudor Road<br><i>Light Industrial Unit</i> | Ground | Work shop/stores with mezzanine floor                         | 1,700             |
|   | First  | Office 1  | 290               |
|   |        | Office 2, kitchen, wash room                                  | 290               |
| <b>Total Area of Unit:</b>                      |        |   | <b>2,280</b>      |
| <b>Outside</b>                                  | Yard   |   |                   |



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 Not to scale-for identification purposes

**PRICE GUIDE: £300,000**



**COMMERCIAL INVESTMENT**

**Location:**

York House is located on the corner of Smisby Road and Tournament Way on the edge of the Ivanhoe Industrial Estate/ Business Park in Ashby-De-La-Zouch, approximately 2 miles from the J13 of the M42/A42.

**Description:**

Two office buildings of approximately 12,390 sqft with approximately 70 car parking spaces. The properties are currently let as serviced offices.

The property comprises an "L" shaped office building arranged as office suites with ancillary accommodation of approximately 9,373 sqft (870 sqm) with an additional linked office building with separate access of approximately 3,017 sqft (280 sqm) with car parking.

The additional car parking shown edged yellow on the aerial photograph is included in the sale by way of a transfer of an existing lease at a rent of £12,504 pax (please refer to the legal documentation).

There are 8 units let on leases ranging from 12 – 42 months at a current rental of £13,335 pcm (£160,020 pa) with units 6, 7, 8, 12 and 13 vacant.

**Note:**

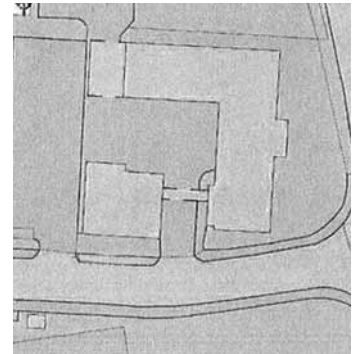
The Auctioneers have not inspected the property and all the information stated has been provided by the Sellers.

**Tenure:**

We understand that the property is freehold, part vacant and part subject to existing tenancies.

**Solicitors:**

Quality Solicitors Andrew Ford,  
31 Lower Brown Street,  
Leicester LE1 5TH  
Tel: (0845) 0754059 ~  
Ref: B Knight



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| Unit                                    | Term                | Sqm approx. | Rental Income (£) pcm | Rental Income (£) pa |
|---|---------------------|-------------|-----------------------|----------------------|
| 1                                       | 01/07/10 - 30/06/13 | 55          | 1,150.00              | 13,800               |
| 2                                       | 01/10/10 - 30/09/13 | 27          | 655.00                | 7,860                |
| 3                                       | 01/10/10 - 30/09/13 | 28          | 679.00                | 8,148                |
| 4                                       | 01/10/10 - 30/09/13 | 12          | 291.00                | 3,492                |
| 5                                       | 01/05/10 - 30/04/12 | 22          | 650.00                | 7,800                |
| 6                                       | Vacant              | 23          | ERV - 693.00          | ERV - 8,316          |
| 7                                       | Vacant              | 22          | ERV - 693.00          | ERV - 8,318          |
| 8                                       | Vacant              | 23          | ERV - 693.00          | ERV - 8,318          |
| 9                                       | 01/08/09 - 31/07/11 | 25          | 649.00                | 7,788                |
| 9                                       | 01/09/10 - 31/08/11 | 25          | 611.00                | 7,332                |
| 10 & 11                                 | 01/09/09 - 31/08/14 | 200         | 5,000.00              | 60,000               |
| 10                                      | 01/09/09 - 31/08/14 | 84          | 2,100.00              | 25,200               |
| 10                                      | 01/01/10 - 31/12/13 | 27          | 765.00                | 9,180                |
| 10                                      | 01/07/10 - 30/06/11 | 12          | 270.00                | 3,240                |
| Unit 11                                 | 01/03/10 - 30/09/11 | 16          | 485.00                | 5,820                |
| Virtual Office                          | N/A                 |             | 30.00                 | 360                  |
| Unit 12                                 | Vacant              | 107         | ERV - 2,730.00        | ERV - 32,760         |
| Unit 13                                 | Vacant              | 128         | ERV - 3,270.00        | ERV - 39,240         |
| Current Gross Rental Income:            |                     |             |                       |                      |
| <i>(This excludes the vacant units)</i> |                     |             | 13,335                | 160,020              |
| Estimated Full Gross Rental Income:     |                     |             | 21,414.00             | 256,968              |

**PRICE GUIDE: £950,000 - £975,000**

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits



**LOT 13**

130 Halifax Drive, Leicester LE4 2DQ

**RESIDENTIAL****Location:**

Property located off Beaumont Leys Lane near to Abbey Lane.

**Description:**

A 3 bedroom semi detached property with full gas central heating and UPVC double glazing.

**Accommodation:****Ground Floor:**

Entrance hall, 2 reception rooms, fitted kitchen.

**First Floor:**

3 bedrooms, bathroom.

**Outside:**

Front garden, rear garden having w.c. and store with plumbing for washing machine.

**Tenure:**

We understand that the property is freehold and vacant possession will be given upon completion.

**Solicitors:**

Spearing Waite,  
41 Friar Lane, Leicester LE1 5RB  
Tel: (0116) 262 4225 ~ Ref: C Cook

**PRICE GUIDE: £90,000 - £95,000***(PREVIOUSLY MARKETED FOR £114,950)***LOT 14**

8 Heath Lane, Earl Shilton, Leicestershire LE9 7PB

**COMMERCIAL INVESTMENT****Location:**

Property located off Wood Street, near to the junction of Heath Lane South.

**Description:**

A ground floor retail unit currently let as a hairdressing and tanning salon with a one bedroom self contained flat on the first floor.

**Accommodation:****Ground Floor:**

Retail unit of approximately 1,796 sqft (166.85 sqm), w.c.

**First Floor:**

1 bedroom self contained flat.

**Outside:**

1 allocated parking space at the rear.

**Tenure:**

- We understand that the property is a freehold investment subject to existing tenancies.
- The retail unit is let for a term of 6 years from 01.04.08 with a 3 year rent review on a full repairing and insuring basis at a rental of £100 per week (£5,200 pa) exc.
- Tenants option to break at 01.04.12 with 6 months prior written notice.
- The first floor flat is currently let on a 6 months Assured Shorthold Tenancy from 03.02.10 at a rent of £350 pcm (£4,200 pa) exc.
- Current rental income: £9,400 pax.

**Solicitors:**

Rajinder Singh & Co,  
85 London Road, Leicester LE2 0PF  
Tel: (0116) 254 5929 ~ Ref: R Singh

**PRICE GUIDE: £90,000 - £95,000**

# PROOF OF IDENTITY

Please note that any person buying or bidding at our Auction MUST produce documentation to confirm their name and residential address for us to attach to the contract:

## Identity Document

- Current signed passport
- Photocard driving licence

## Proof of Address

- Utility bill (issued in the last 3 months - not a mobile phone bill)
- A drivers licence

**PLEASE NOTE THAT YOU WILL BE UNABLE TO BID WITHOUT THESE DOCUMENTS**

# PROXY / TELEPHONE BIDDING

## Can't attend the Auction?

You can still bid in the Auction by arranging a proxy / telephone bid.

### Proxy Bidding

- The auctioneer will bid on your behalf up to an agreed limit.

### Telephone Bidding

- You can arrange to give bids over the telephone during the auction.

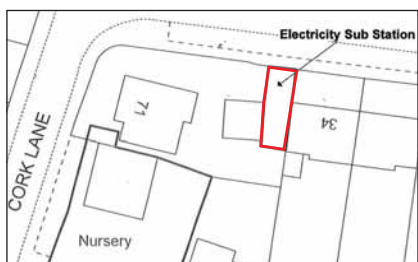
These services need to be arranged prior to the Auction. You will be required to complete a registration form together with a signed cheque which needs to be received at least 2 days before the Auction.

**Please contact us on (0116) 254 3373 for a registration form**

## LOT 15

Sub-Station, West View Avenue, Glen Parva, Leicester LE2 9JT

## COMMERCIAL INVESTMENT



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### Location:

Property located on West View Avenue which is off the main A426 Lutterworth Road.

### Description:

Electricity sub-station.

### Accommodation:

**Sub-station (adjacent to 34 West View Avenue):**

Total Site Area: 35 sqm (42 sqyds) approx.

### Note:

The sale will be subject to the purchaser paying Leicestershire County Council's legal and surveyors fees of £500 plus VAT (if applicable).

 **Leicestershire County Council** Property offered on behalf of Leicestershire County Council

### Tenure:

- We understand that the property is freehold subject to the existing lease.
- The sub-station is let for a term of 21 years from 30.09.1986 at a rental of £275 for the whole term. The lease has expired and the tenant is currently holding over.

### Solicitors:

The County Solicitor, Legal Services, Leicestershire County Council, County Hall, Glenfield, Leicester LE3 8RA  
Tel: (0116) 305 6169 ~ Ref: P Law

**PRICE GUIDE: £5,000**

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits

**COMMERCIAL INVESTMENT**



**Location:**

Property located in the city centre on the corner of Belgrave Gate and Charles Street.

**Description:**

A block of 3 storey corner properties with retail units on the ground floor and offices above.

**Tenure:**

We understand that the property is freehold subject to existing leases.

**Joint Agents:**

Andrew & Ashwell.

**Solicitors:**

Woolley Bevis & Diplock,  
Lanes End House, 15 Prince Albert Street,  
Brighton BN1 1HY  
Tel: (01273) 323231 ~ Ref: R Flynn



**Accommodation & Tenancies:**

| Property                    | Floor     | Lease                              | Rent Review | Rent (£) pax                       | Note                            |
|-----------------------------|-----------|------------------------------------|-------------|------------------------------------|---------------------------------|
| 53 - 55 Belgrave Gate       | G/F & F/F | 5 years lease commencing 15.02.08  | 14.02.13    | £11,000 plus service charge        |                                 |
| 59 Belgrave Gate            | G/F       | 10 years lease commencing 23.06.06 | 23.06.11    | £15,000 plus service charge        | Tenant break option on 23.06.11 |
| 53 - 59 Belgrave Gate       | F/F & 2/F | 6 years lease commencing 24.06.08  | 24.06.11    | £10,000 plus service charge        |                                 |
| 2 - 4 Charles Street        | G/F       | 5 years lease commencing 16.05.06  | 16.05.09    | £11,000 plus service charge        |                                 |
| <b>Total Rental Income:</b> |           |                                    |             | <b>£47,000 plus service charge</b> |                                 |

**PRICE GUIDE: £450,000 - £475,000**



**FREEHOLD GROUND RENT INVESTMENT**

**Location:**

Property located off London Road at the junction of Highfield Street and Mill Hill Lane.

**Description:**

A freehold ground rent investment subject to existing leases for flats 1 – 5, each flat has its own car park space.

**Note:**

- The Auctioneers have a vested interest in this lot.
- The sale will be subject to the purchaser paying the Seller’s fees of £2,000 plus VAT.

**Accommodation:**

| Floor     | Flat | Description                   | Lease                  | Rent (£) pa | Rent Reviews |
|-----------|------|-------------------------------|------------------------|-------------|--------------|
| G/F       | 1    | 3 bedroom self contained flat | 99 years from 25.12.71 | £75         | 11 yearly    |
| G/F       | 2    | Studio flat                   | 99 years from 25.12.71 | £75         | 11 yearly    |
| F/F       | 3    | 3 bedroom self contained flat | 99 years from 25.12.71 | £75         | 11 yearly    |
| F/F & 2/F | 4    | 2 bedroom self contained flat | 99 years from 25.12.71 | £75         | 11 yearly    |
| 2/F       | 5    | 3 bedroom self contained flat | 99 years from 25.12.71 | £75         | 11 yearly    |

**Tenure:**

We understand that the property is freehold subject to existing leases.

**Solicitors:**


Dixon Coles & Goddard, 33 Lutterworth Road, Blaby, Leicester LE8 4DW  
Tel: (0116) 277 5899 ~ Ref: J Webb



**PRICE GUIDE: £10,000 - £15,000**

**Legal Documents Online - New Service - Legal Documents Online**



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

The Essential Information Group Ltd www.eigroup.co.uk 01737 226 150

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits



**RESIDENTIAL INVESTMENT**



**Location:**

Property located off Green Lane Road near to Baggrave Street.

**Description:**

A 2 bedroom terrace property with full gas central heating and double glazing.

**Accommodation:**

**Ground Floor:**

2 reception rooms, kitchen.

**First Floor:**

2 bedrooms, bathroom.

**Outside:**

Rear yard.

**Tenure:**

- We understand that the property is freehold subject to existing tenancy.
- The property is currently let on an 18 months Assured Shorthold Tenancy from 04.09.09 at a rent of £390 pcm (£4,680 pa) exc.

**Solicitors:**

Salusburys Harding and Barnett,  
3 Wycliffe Street, Leicester LE1 5LR  
Tel: (0116) 262 6052 ~ Ref: T Popat

**PRICE GUIDE: £80,000 - £85,000**

**COMMERCIAL**

*ON BEHALF OF THE JOINT LPA RECEIVERS*



**Location:**

Property located in an established retail area, on Green Lane Road in Evington, close to Bridge Road.

**Description:**

A two storey property comprising a ground floor shop with electric roller shutters and a one bedroom self contained maisonette arranged over the ground and first floors benefitting from gas central heating and double glazing.

**Accommodation:**

**Ground Floor:**

Lock-up shop: 340 sqft / 31.58 sqm approx., bathroom.

Entrance area and kitchen for the maisonette.

**First Floor:**

Lounge, bedroom, store room, bathroom.

**Outside:**

Rear yard, side and rear passageway.

**Note:**

On behalf of the Joint LPA Receivers.

**Tenure:**

- We understand that the property is freehold with vacant possession for the ground floor lock-up shop.
- We are advised the maisonette is currently let on an Assured Shorthold Tenancy at a rental of £370 pcm exc.
- We are advised a notice has been served upon the tenants to vacate the maisonette by 01.11.10.

**Solicitors:**

Irwin Mitchell, Imperial House,  
31 Temple Street, Birmingham B2 5DB  
Tel: (0121) 214 5238 ~ Ref: M Bennett

**PRICE GUIDE: £160,000**



# MEMORANDUM OF AGREEMENT OF SALE SHONKI BROTHERS LTD - AUCTIONS

**LOT NUMBER**

**Agreement Date:** : .....  
**Seller:** : .....  
 : of .....  
 : .....  
**Buyer:** : .....  
 : of .....  
 : .....  
**Property:** : **ALL THAT** property described in the Seller's Special Conditions of Sale relating to  
 the above Lot Number and known as .....  
 : .....  
 : .....  
**Completion Date** : .....  
**Purchase Price** : £ .....  
**Buyer's Premium** : £ .....  
 (to be paid to Shonki Brothers Ltd)  
**Special Clearance** : £ .....  
**Searches etc** : £ .....  
**Balance** : £ .....  
**Less Deposit etc Paid** : £ .....  
**Balance Due** : £ .....

The Seller will sell and the Buyer will buy the Property for the Purchase price agreed on the fall of the hammer subject to the Common Auction Conditions For Auctions of Real Estate in England and Wales (Edition II 1st October 2005) as amended by Extra Conditions of Sale and Sellers' Special Conditions.

Note: A copy of the Common Auction Conditions For Auctions of Real Estate in England and Wales (Edition II 1st October 2005) as amended by Extra Conditions of Sale and Sellers Special Conditions are available for inspection at the Seller's Auctioneer's offices prior to the Auction and the Buyer is deemed to have inspected and familiarised himself with such conditions prior to Auction whether he has done so or not.

The Auctioneer acknowledges receipt of the Deposit as Agent for the Seller in part payment of the purchase price.

The Buyer agrees to pay the remainder of deposit/purchase price to complete the purchase in accordance with this agreement in all respects.

Signed ..... Signed p.p. Seller

Signed ..... Signed p.p. Buyer

**Note:** If the Memorandum of Agreement of Sale is not signed by or on behalf of the Successful Bidder/Buyer Shonki Brothers Ltd or any Director of theirs is authorised to sign the said Memorandum of Agreement of Sale on behalf of the successful Bidder/Buyer.

**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits



**RICS**  
SINCE 1990

# Extra Conditions of Sale

The RICS Common Auction Conditions (2nd Edition) are to be treated as being amended as follows:

## 1. GLOSSARY

- 1.1 There should be added at the end of the definition of 'Arrears' the words 'including any interest payable by the tenant on any such arrears'
- 1.2 The definition of **Practitioner** shall be deleted and replaced as follows: 'A receiver, administrator, administrative receiver or liquidator of a corporate **seller** or any trustee in bankruptcy of any person who is the seller'

## 2. THE DEPOSIT

- 2.1 For the purposes of **General Conditions** 2.1(a) the minimum deposit will be £1,000 exclusive of VAT
- 2.2 **General Conditions** 2.2 (a) shall be amended as follows:  
In **General Condition** 2.2 (a) the following words shall be added at the end 'and against an account held in a Bank situated in the United Kingdom'
- 2.3 **General Condition** 2.2(b) shall be deleted and replaced with 'is to be held by the seller's agent unless the Special Conditions provide that it is to be held as stakeholder'
- 2.4 **General Condition** 2.3 shall be deleted and replaced with '(a)Where the Auctioneers hold the deposit as stakeholder they are entitled with the consent and irrevocable authority of the Buyer (which the Buyer hereby acknowledges and grants) to release such deposit to the Seller's Solicitors upon receipt by the Auctioneers of written confirmation from the Seller's Solicitors that completion has taken place and, for avoidance of doubt, upon the Auctioneers releasing the deposit, their liability as stakeholder shall be discharged.'  
(b) if Completion does not take place, **the Auctioneers** are authorised (and **the Seller and the Buyer** acknowledge and irrevocably confirm their agreement to such authority) to release the deposit (less their fees) to the person entitled to it under the **General Conditions** (as amended)

## 3. TRANSFER OF RISK AND INSURANCE

- 3.1 In **General Condition** 3.2(d) the words 'and expense' shall be added after the words 'at the request'
- 3.2 The wording of **General Condition** 3.2(f) shall be deleted and replaced with:  
(f) if before completion the lot suffers loss or damage:  
(i) the seller will pay to the buyer on completion the amount of policy monies which the seller has received; and  
(ii) if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires; and pending execution of the assignment, hold any policy monies received in trust for the buyer.'

## 4. NOTICE TO COMPLETE

In **General Condition** 7.3 (a) the word rescind' is to be replaced with the words 'treat the Buyer as having repudiated..'

### Notice to complete

In **General Condition** 7.4 (a) the word rescind' is to be replaced with the words 'treat the Seller as having repudiated..'

## 5. LANDLORD'S LICENCE

- 5.1 In **General Condition** 9.1 the word 'a' shall be added after the words 'leasehold land and the words 'from the immediate and/or any superior landlord' shall be added after the words 'is required'.
- 5.2 In **General Condition** 9.2 the words 'the landlord can lawfully require' shall be deleted and replaced with the words 'any landlord lawfully requires'.
- 5.3 In **General Condition** 9.4(a) the word 'the' immediately prior to the word 'licence' shall be deleted and replaced with the words 'each lawfully required'.
- 5.4 In **General Condition** 9.5(a) the words 'properly required by any such landlord' shall be added at the end of the existing wording.
- 5.5 **General Condition** 9.6 shall be amended as follows:
  - 5.5.1 The words 'the licence has' shall be deleted and replaced with 'any licence or any document lawfully required by the landlord'; and
  - 5.5.2 The word 'obtained' shall be deleted and replaced with the words 'granted or completed'.
  - 5.5.3 The words 'but in all other respects neither party is to be treated as in breach of contract and **General Condition** 8 applies' shall be added at the end of the existing wording
- 5.6 A new **General Condition** 9.7 shall be added as follows:  
'A party in breach of its obligations under **General Condition** 9.4 or **General Condition** 9.5 cannot rescind under **General Condition** 9.6 for so long as its breach is a cause of the consent being withheld or any lawfully required document not being provided or completed.'

## 6. INTEREST AND APPORTIONMENTS

- 6.1 In **General Condition** 10.1 the words 'and including' shall be added after the word 'from' in line 2 and the words 'and including' in the last line shall be deleted and replaced with the words 'but excluding'
- 6.2 **General Condition** 10.3 shall be deleted and replaced by:  
'Income and outgoings are to be apportioned at the **actual completion date** unless the **buyer's** default has caused completion to be delayed in which case the apportionment shall be made as at the **agreed completion date**'
- 6.3 **General Condition** 10.4(d) shall be amended as follows:
  - 6.3.1 the words 'or receivable' shall be added after the words 'rent payable';
  - 6.3.2 the words 'for a period that includes the day of apportionment is to be' shall be deleted and replaced with the words 'in respect of the current quarter or other rental period shall be'; and
  - 6.3.3 the words 'or received' shall be added immediately prior to the words 'in advance' in the last line.
7. In **General Condition** 11 the following words shall be added : 'and any interest on them stipulated by the **Tenancy**' in the following places:
  - a. In **General Condition** 11.1 at the end of the condition
  - b. In **General Condition** 11.2 (a) and 11.2(b) in each case after the word 'them'In **General Condition** 11.3 the following words 'or seek the removal of the goods from the Lot' shall be deleted

## 8. RENT DEPOSITS

- 8.1 In **General Condition** 13.3 the words 'and at its own expense' shall be inserted after the words '**seller must on completion**'.

9. In **General Condition** 15.3 a new paragraph (e) shall be added as follows: 'hereby warrants to the Seller that paragraph 5 (2B) of the Value Added Tax (Special Provisions) Order 1995 SI 1268 does not apply to the Buyer'.

## 10. MAINTENANCE AGREEMENTS

10. In **General Condition** 17.2 the word 'actual' shall be replaced by the word 'agreed'

## 11. SALE BY PRACTITIONER

- 11.1 In **General Condition** 19.1 the words 'of the lot' shall be added after the word 'sale'
- 11.2 In **General Condition** 19.2 the word 'shall' shall be added after the word 'staff'
- 11.3 In **General Condition** 19.3 the words '**on completion**' shall be added at the end of 19.4(b).

## 12. ENVIRONMENTAL

- 12.1 In **General Condition** 21.2 shall be amended as follows:
  - 12.1.1 the words 'such reports as the seller has as' shall be deleted and replaced with the words 'to the buyer a copy of any document in the possession of or commissioned by or on behalf of the seller relating' and
  - 12.1.2 the word 'environmental' shall be added before the word 'investigations'

## 13. SERVICE CHARGE

13. **General Condition** 22.4(b) shall be deleted and replaced with the words 'attributable service charge expenditure exceeds payments on account the Buyer must pay to the Seller the shortfall in cleared funds to the Seller within 10 Business days after being provided directly or indirectly through Buyer's Conveyancer with the service charge account.'

## 14. RENT REVIEW

14. In **General Condition** 23.3 the words 'strictly in accordance with the tenancy' shall be inserted before the word 'but'

## 15. TENANCY RENEWALS

15. In **General Condition** 24.3 the words 'of receipt' shall be inserted after the words 'Business Days.'

## 16. WARRANTIES

16. In **General Condition** 25.3(b) the words 'or cost' shall be added at the end of the existing wording.

## 17. RELEASE OF SELLER FROM COVENANTS IN LEASES

In respect of the Landlord & Tenant Act (Covenants) Act 1995 ('the 1995 Act')

- 17.1 The Seller may within the period commencing on the date of the **Contract** up to **Completion** serve notice on any Tenant in the Lot in accordance with **the 1995 Act** requesting a complete release of the Seller from future liability under the Lessor covenants contained in any relevant Tenancies
- 17.2 If the Seller serves any such notice the seller shall use reasonable endeavours to obtain such a release without being obliged to apply to the Court for a declaration and the Buyer agrees promptly to supply at the Buyer's cost such information as the Seller reasonably requires to satisfy the Tenant under any relevant tenancy or the Court that it is reasonable to grant the release requested
- 17.3 In the event of the **Seller** failing to obtain any such release from the said covenants by completion or not serving any such notice then, in the Transfer, **the Buyer** shall covenant with the Seller (i) to serve written notice on the Seller on completion or within 5 **Business Days** after completion of the transfer of **the Lot** or any part of it by **the Buyer** to any **Transferee of the Buyer** (ii) until such time (if at all) that the Seller is released from the Lessor's covenants in any relevant tenancy, the Buyer will obtain a covenant from its Transferee in favour of the Seller in identical form (mutatis mutandis) to this condition and the parties will apply to the Chief Land Registrar to enter in the Proprietorship Register of the Title to the property transferred a restriction preventing any further transfer of the property except under an Order of the Registrar unless the application is accompanied by a certificate by the solicitors of the registered proprietor stating either that the provisions of this clause have been performed or that the Seller has been fully released from the future liability under the covenants contained in any relevant tenancy

## 18. LANDLORD AND TENANT ACT 1987

18. The following provisions shall apply and be added to those set out in **General Condition** 18
- 18.1 Where the provisions of the Landlord and Tenant Act 1987 and/or the Housing Act 1996 ('**the Acts**') apply to the sale of the Lot and the qualifying Tenants have served all relevant notices in accordance with the Acts and have appointed a nominee with the intention of acquiring the **Sellers' interest in the Lot, the Seller** will inform **the Buyer** of this as soon as possible after the date of the **Contract** and of whether the nominee elects to accept the terms of and take over the benefit and burden of **the Contract** and purchase of **the Lot**
- 18.2 If the nominee does elect to purchase the Lot in accordance with the Acts and pays a deposit to the Seller or the Auctioneers in accordance with the Contract:
  - (a) the Seller will repay any deposit paid in accordance with the Contract to the Buyer but without any additional payment relating to interest
  - (b) the Contract shall have effect as if the Nominee had entered into it and the agreement with the Buyer shall be null and void and of no further effect but without prejudice to the rights of the Seller in respect of any previous breach by the Buyer
  - (c) the Buyer shall take all necessary steps to cancel any registrations at H.M. Land Registry or Land Charges Registry entered in respect of the agreement for the sale of the Lot to the Buyer
  - (d) completion of the sale of **the Lot** to the nominee shall take place 22 **Business Days** after the day on which the nominee complies with the provisions of the Act and takes over **the Contract** the nominee shall immediately pay to the **Auctioneers** the buyer's fee referred to in the Pre-Sale Announcements printed towards the front of this catalogue or any inserts
  - (e) If the nominee does not comply with the provisions of the Acts **Completion** shall be 30 **Business Days** after the date of the **Contract** or (if earlier) a date (not earlier than 10 **Business Days** after the date of the Contract) which is 10 **Business Days** after the Seller notifies **the Buyer** in writing that the nominee has served or is deemed to have served notice of withdrawal under the Acts.



# Money Laundering Regulations 2007

New Anti-Money Laundering Regulations came into effect from December 15th 2007 which affect both estate agents and auctioneers. There is now a requirement that Shonki Brothers Ltd confirm the identity of its clients and buyers.

In order to comply with these regulations, all buyers will have to provide Shonki Brothers' Ltd auction team with proof of:

- (i) identity and
- (ii) a current residential address.

The following documents must be presented in all cases.

**Identity Documents:** A photographic ID, such as a current passport or UK driving licence. **AND Evidence of Address:** A utility bill, building society or bank statement, credit card bill or any other form of ID, issued within the previous three months, providing evidence of residency at the correspondence address.

In the case of a Limited Company you must provide photocopy of:

- (i) a corporation certificate
- (ii) VAT certificate
- (iii) evidence of Directors identity and address as before mentioned.
- (iv) a letter of authority from the company will also be required

A photocopy will be taken as part of the Auction control process

**Please note that only the above documents will be accepted at the Auction venue**

**IN ADDITION:** If a bidder is acting as an agent on behalf of another party, they will be required to provide the documents detailed above for both themselves (the agent) and the principal, as well as provide a valid letter of authority from the principal authorising them to bid on their behalf.

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**The Oval group**  
5 Western Boulevard  
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**IMPORTANT NOTICE:** All purchasers will be required to produce proof of identity, as well as their 10% deposit. Two forms of identification required.

**BUYER'S FEE:** The successful purchaser will be required to pay the Auctioneers a buyer's fee of £350.00 (inc. VAT)

No Cash Deposits



**RICS**  
SINCE 1990

# AUCTION VENUE

## Directions to Leicester Racecourse



**Leicester Racecourse**  
Leicester Road  
Oadby  
Leicester  
LE2 4AL

Tel: 0116 271 6515

### Directions:

Leicester Racecourse is easily accessible from the Midlands motorway network. It is only 3 miles from the centre of Leicester and only 2 miles from the main Leicester Railway station.

### From M1/M69

Leave Junction 21 of the M1/M69 and follow the main outer ring road, signposted South and East Leicester (A563). Continue along A563 for approximately 4 miles until you approach the Leicester Racecourse on the right-hand side.

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# KAL SANGRA

SHONKI ■ BROTHERS

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