

OPTION TO PURCHASE AGR

>> day of << >> 20<< >>

Landlord: <<Landlord's name>>

ss>> [(company number << >>)]

Tenant: <<Tenant's name>>

> [(company number << >>)]

Completion Date: << >> working day

tion

Lease: The lease dated <<Tenant's name>>

<<Landlord's name>> and (2)

Option The right to require Tenant on payment

for the whole of the Property to the

Option Fee: £<< >>

Option Period: From and including

nt until 5pm on << >>

Price: £<< >>

Property: The freehold prop Agreement register as:

l on the plan attached to this with title number << >> known

<<Address>>
<<Address>>
<<Address>>

1. Grant of Option

- 1.1 In consideration of of which the Landlord Tenant.
- 1.2 The Option is granted of this Agreement.
- 1.3 The Option may be before the end of the Option Period.
- 1.4 The Option shall in the Lease is forfeited or otherwise ceases to exist before equal term.
- 1.5 The grant of the Option charge or otherwise Tenant. The Tenant may not assign, his Agreement.

the Tenant to the Landlord (receipt of which the Landlord grants the Option to the Tenant.

2. Exercise of Option

- 2.1 The Option is to be stating that the Tenant
- 2.2 Once the Option contractually bound and purchase of the Property at the Price on the Contract Standard Commercial Property Conditions (Second contract insofar as Agreement.

nt serving notice on the Landlord on.
The Landlord and Tenant will be and purchase of the Property at the Standard Commercial Property Contract integrated into the sale and purchase with the other provisions of this

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- 2.3 The conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition) do not apply.
- 3. Title**
- 3.1 The Property is registered at the Land Registry with title number << >>.
- 3.2 The Property will be transferred to the Tenant free of all charges and encumbrances save from the Lease and the incumbrances referred to in clause 3.1.2 of the Standard Commercial Property Conditions (Second Edition).] **OR** [and the incumbrances listed below:
- 4.2.1 << >>
- 4.2.2 << >>
- 4.2.3 << >>
- 3.3 The Tenant is deemed to have acquired title prior to the date of this Agreement and made no enquiries about title after this Agreement is entered into.
- 4. Dealings with the Property**
- 4.1 The Landlord may not dispose of or create any interest over the Property on or after the Completion Date, dispose of or create any interest over the Property without the Tenant's prior written consent.
- 4.2 If the Landlord transfers the Property (or any part of the Property), then the transferee, chargee or lessee enters into a lease of the Property (or any part of the Property), then the transferee, chargee or lessee shall be deemed to have agreed in favour of the Tenant requiring the transferee, chargee or lessee to indemnify and perform the obligations of the Landlord in this Agreement.
- 4.3 The Landlord consents to the Tenant applying to the Land Registry to enter a restriction against the Property:
- "No disposition of the Property, whether by the proprietor of the registered estate, or by the proprietor of a charge, or by the proprietor of a registered charge, not being a charge in favour of the proprietor, is to be registered without a certificate signed by the proprietor of the registered estate, in the name of << insert full name >> that the provisions of clause [4.2] of an Option Agreement dated the << >> day of << >> 20<< >> have effect in relation to the Property or that they do not apply to the Property."
- 5. Completion of sale and purchase**
- 5.1 Completion of the sale and purchase shall take place on the Completion Date.
- 5.2 The transfer deed will be executed by the Landlord or the Landlord's solicitors] **OR** [in the form of the Standard Commercial Property Conditions (Second Edition) Agreement].
- 5.3 The Tenant will pay the purchase price on the Completion Date by direct credit to a UK bank account nominated by the Landlord.
- 5.4 The Property is sold to the Tenant for the benefit of the Lease.
- 5.5 On completion the Landlord's reversionary interest shall be extinguished.
- 5.6 [The Landlord shall not be entitled to any rent and other payments paid in respect of the Property on completion any rent and other payments paid in respect of the Property relating to the period after completion.]
- 5.7 [On the Completion Date the Tenant shall pay to the Landlord <<insert any other payments e.g. the Tenant's legal fees>>.]

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6. Land Registry Notices

- 6.1 Neither party shall be required to apply for a notice to be entered on the registered title to the Property.
- 6.2 The Tenant may apply for a notice to be entered on the registered title in relation to the Property and the Landlord shall not object to such an application.
- 6.3 "Agreed notice" and "Notice" shall have the meanings ascribed to them by section 34 of the Land Registration Act 2002.
- 6.4 After the end of the term of the Agreement, the Landlord shall not be entitled to apply for the removal of any notice from the register.

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7. Value Added Tax

- 7.1 Any sums payable by the Tenant under the Agreement are exclusive of value added tax.
- 7.2 The Tenant shall pay any value added tax which is chargeable on any sums payable by the Tenant under the Agreement.

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8. Miscellaneous

- 8.1 The Landlord and Tenant agree that no person who is not a party to this Agreement shall be entitled to rely on the provisions of the Contracts (Rights of Third Parties) Act 1999 in relation to the terms of this Agreement.
- 8.2 All notices given under the Agreement shall be in writing and for the purpose of service the provisions of the Law of Property Act 1925 shall apply to notices contained in Section 196 of the Law of Property Act 1925.

Signed by/on behalf of the Landlord

Signed by/on behalf of the Tenant

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NOTE: Draft transfer to be annexed to this Agreement.

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