

# OPTION TO BUY PROPERTY AGREEMENT



This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2015

Between

- 1) \_\_\_\_\_ (the “Buyer”); and
- 2) \_\_\_\_\_ (the “Seller”).

WHEREAS:

The Seller now owns \_\_\_\_\_ (the “Property”)

NOW IT IS HERBY AGREED SUBJECT TO VALUATION as follows:

- 1) In consideration of the sum of £\_\_\_\_\_, (the “Option Payment”) receipt of which is hereby acknowledged by the Seller upon execution of this agreement, the Seller grants to the Buyer the exclusive option to buy the Property for the following price and on the following terms (the “Option”):

Purchase price £ \_\_\_\_\_

- 2) The Option Payment will be credited against the purchase price of the Property if the Option is exercised by the Buyer.
- 3) If, after signing this Agreement, the Seller fails to complete the sale of the Property to the Buyer, the Seller will reimburse the Buyer with all the costs that the Buyer has incurred including the Option Payment.
- 4) The Option Period will be for \_\_\_\_\_ months from the date of this Agreement (“the Option Period”). The Option shall be exercised by the service of written Notice by the Buyer on the Seller at any time within the Option Period.
- 5) i. Upon the service of the written Notice from the Buyer to the Seller exercising the Option this Agreement shall constitute a Contract for the Sale and Purchase of the Property with the terms and conditions hereunder provided.



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- ii. The standard Conditions of sale (Forth Edition) shall apply and are incorporated herein save that this Option Agreement is assignable.
  - iii. Vacant possession of the Property will be given on completion. In the event that the Seller has agreed to rent back the property, a signed 6-month Assured Shorthold Tenancy agreement will be required on completion. This agreement is renewable every subsequent 6 months subject to rental reviews and satisfactory tenancy conduct.
  - iv. The Seller shall transfer with Full Title Guarantee.
  - v. The Seller confirms that they are the registered owner of the Property and is able to sell the Property free from encumbrances.
  - vi. The Seller agrees not to apply for any mortgages or secured loans on the Property at any time during the Option Period.
6. If the Option is not exercised within the time herein provided the Option herein granted shall be null and void and the Seller will retain the Option Payment.
7. No modification of this agreement will be effective unless it is in writing and is signed by both the Buyer and Seller. This agreement binds and benefits both the Buyer and Seller and any successors. This document, including any attachments, is the entire agreement between the Buyer and Seller and shall be governed by English Law.

\_\_\_\_\_  
Signed by or on behalf of the Seller

\_\_\_\_\_  
Signed by or on behalf of the Buyer

\_\_\_\_\_  
in the presence of (witness)

\_\_\_\_\_  
in the presence of (witness)

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Occupation \_\_\_\_\_