DRAFT

Date:-

To,
ABC

Dear Sirs,

RE: Option to acquire Residential unit admeasuring _____ sq. mts carpet area (the `Residential Unit') excluding the fire escape passage, fire refuge, terrace/moat/flower beds/service areas/passages admeasuring _____ sq. mts. forming part of the common areas (in addition to proportionate share in other common areas) and also excluding the exclusive balcony admeasuring ______ sq mts. on the _____level of Palais Royale (the said Building) together with __________car parkings (stack or otherwise) presently under construction by us on property bearing Cadastral Survey No. **288 (Part), 289 (Part), 1/1540 (Part), 2/1540 (Part), 3/1540 (Part)** of **Lower Parel** division situated at **G.K. Marg, Worli, Mumbai 400018**.

A. Palais Royale is a high end residential building being constructed at our above mentioned Worli premises.

B. The plans for construction of the said Building ['**the said Plans**'] were sanctioned by the Municipal Corporation for Greater Mumbai ['**the Corporation**'] and the Corporation issued IOD bearing No. EB/987/GS/A of 2004-2005 dated January 24, 2005 ['**the said IOD**']. The said Plans and the said IOD have been revised from time to time. Last such revision has been approved by the Corporation on ________.We have stated that we shall effect further revisions of the said Plans as and when expedient to achieve full development potential of the said Land. Upon our substantial compliance of the conditions of the said IOD, the Corporation issued Commencement Certificate dated February 24, 2005 ['**the said CC'**]. The said CC has been revalidated from time to time. Copies of the said IOD, last revised IOD and the said CC are annexed hereto and collectively marked as **Annexure '___'**;

C. We have commenced construction on the said Land of a residential building presently comprising of 2 levels of Basement plus 73 upper floors in conformity with the said plans/revisions thereto sanctioned by MCGM;

D. We have also explained to you that construction of the Project is stalled since considerable time and we are awaiting permissions from MCGM and other competent authorities. The construction of the Project is the subject matter of following proceedings :

(i)

(ii)

(iii)

E. Pursuant to negotiations between us, we have agreed to grant you an OPTION to acquire/ purchase the above apartment within the said building on the terms and conditions mutually agreed between us and appearing hereinafter:

1. You have satisfied yourself about our title and entitlement to develop the said Land, construct the said Building and sell flats, premises and parking spaces therein.

2. You have inspected the Plans (approved and proposed) of the Architect for construction of the said building, as also its layout and other relevant documents and copies of title deeds. You have been informed and you have agreed and understood that the said Plans are subject to further modifications and shall be modified from time to time as we may deem expedient.

3. In consideration of the sum of Rs. ______/- (Rupees ______) paid by you to us prior to the execution hereof (the receipt whereof we hereby admit and acknowledge) we have granted you the OPTION to acquire the above Apartment within the said Building, such option to be exercised on or before __________.

4. You have agreed to pay to us as 'DEPOSIT' the sum of Rs.________/- (Rupees _____________ only) paid on or before the date hereof.

5. The said DEPOSIT amount shall remain with us as interest free DEPOSIT during the validity of the OPTION and shall be adjusted against consideration payable by you in respect of such apartment as may be acquired by you OR shall be refunded to you with interest @____% per annum in the event if you shall have declined the OPTION to acquire, as set out hereinlater.

6. At any time, on or before _____________, you shall be entitled to exercise the OPTION granted to you in any of the following manner:-

   (i) You may acquire the apartment within the said Project by giving written notice of your intention and in such event –

(a) On the date of exercise of the OPTION granted to you, you shall be entitled to acquire the above apartments in the said Building. Consideration to be paid by you for acquiring the said apartment shall be the sum of Rs. _______/- (Rupees _____________ Only).

(b) Upon exercise of the OPTION, the DEPOSIT paid by you shall stand adjusted against the consideration payable by you for acquisition. Balance amount payable, if any, by one party to the other shall be paid within 15 (fifteen) days from the date of exercise of the OPTION.

(c) Sale of the apartment shall be made on the terms and conditions stipulated in usual 'draft agreement for sale'. A specimen of draft agreement for sale is enclosed.

(d) You shall be liable to bear and pay taxes, if any, imposed/which may be imposed at any time in future on the transaction contained herein including M-VAT and/or Service Tax and/or GST. You shall indemnify and keep us fully indemnified in this regard.

(e) Stamp Duty, Registration Charges and all other expenses payable in respect of the agreement for sale of the apartments and on all other documents for conferring/confirming title of the apartments in your favour shall be borne and paid by you alone.

OR

(ii) You may decline the OPTION and demand refund of the DEPOSIT paid by you; which we shall be liable to refund to you, with interest at ____% per annum, within six months from the date of declining the OPTION.

7. The correct description of the Residential Unit and the detailed terms and conditions in respect of the sale of the Residential Unit are contained in the Agreement for Sale, enclosed herewith. You have confirmed that you have perused the aforesaid enclosed format of the Agreement for Sale and that the same (including the terms, conditions and covenants contained therein) is acceptable to you and duly approved by you in the event the option is exercised by you. Needless to add that after the Agreement for Sale is duly executed (pursuant to the option being exercised by you), both of us shall also attend the office of the Sub- Registrar of Assurances for admitting execution of the said Agreement.

8. Please note that it is at your instance that this arrangement is being arrived at.

9. Each party shall bear cost of its legal advisor/s.

10. Our PAN is _________.

Your PAN : _________________

Kindly sign on the left hand bottom corner of this letter, in token of your unconditional confirmation and acceptance of the above. Kindly also initial every page of extra copy of the aforesaid agreement for sale in token of your having approved the same.

Thanking You,

Yours faithfully,
For **Shree Ram Urban Infrastructure Ltd**

Director

I/ We confirm the above

OPTION HOLDER