



The Termination letter of Sale Agreement of all the respective buyers were issued on 09.02.2017 due to the reasons mentioned below.

DRAFT OF THE TERMINATION LETTER ISSUED TO EVERY MEMBER OF WING "D"

1. We had executed an Agreement for Sale dated _____ with you in respect of a flat premises to be numbered _____ admeasuring _____ square feet in the proposed 'D' wing of buildings proposed to be constructed by us in the name and style of Universal Paradise on *inter alia* Final Plot No. 188 and 188-C, of Revenue Village – Vile Parle, Mumbai for a total consideration of Rs. ____/-. Under the said Agreement, we were required to hand over possession of the aforesaid Flat to you on or before _____. The said proposed building was to be constructed as part of the Slum Rehabilitation Scheme. At the relevant time, all the plots including 188 and 188C were residential.

2. In the course of executing the Slum Rehabilitation Scheme (SRA), we carried out and completed the work of construction of the 1st rehab building. At the same time the IOD and CC up to plinth level of the 2nd rehab building were issued by SRA. During the course of the said construction work, the State of Maharashtra issued a Notification where under instead of 225 square feet, slum dwellers were made entitled to 269 square feet area. On account of the same, the process of conversion of the entire scheme was delayed. The process of obtaining Orders from the Government of Maharashtra as per the State Government's Notification took about three years. It was only in April 2011 that we received the permissions to commence construction of the 2nd rehab building.

3. In the meanwhile, we were able to complete the construction of the Wing "A" and "B" of the sale component buildings. Thus the 1st rehab building and the Wing "A" and



"B" of sale component building are presently occupied by the slum dwellers and the flat purchasers respectively as the case may be.

4. More crucially however, while in the process of carrying out construction of the 2nd rehab building, we received a Stop work Notice dated 09.01.2012 from the Slum Rehabilitation Authority, the relevant part of which reads as follows:-

"Reference is requested to this office letter dated 22/12/2011 & 27/12/2011, this office has directed you to submit fresh D.P /T.P remarks alongwith clarification regarding proposed redevelopment. In reply to this, you have submitted above letter dated 29/12/2011 alongwith latest D.P & T.P remarks for above subject plot. As per the T.P remarks submitted by you under No. ChE./DP/920/TPS/R dtd. 14/12/2011 it is mentioned that the land under F.P No.188 and 188/C is reserved for Recreation Ground (R.G.) on which construction work of the Rehab Building No. 2 is in progress. However, you have not given any clarification on how the building under reference is proposed on the said reservation.

You are therefore directed immediately to stop the construction work on above said plots..... "

5. At the time of executing the Agreement for Sale dated _____ the said F.P Nos. 188 and 188C were not reserved for R.G nor were they treated by any of the authorities as R.G. The said issue came to light only in December 2011 which led to the aforesaid Stop work Notice dated 09.01.2012 being issued to us.

6. The issue as to whether F.P Nos. 188 and 188C fall in residential zone or are reserved for Recreation Ground (R.G) has been contested by us vehemently since then and we have been pursuing matters with all the concerned and relevant authorities but to no avail. The SRA since 2011 till date continues to treat the said F.P Nos. 188 and 188C as R.G and therefore the Stop Work Notice continues to be in place on account of which it has become impossible for us to complete the work of the 2nd rehab building and resultantly construct the proportionate flats in the proposed D wing.



7. At the time the Agreement for Sale in issue was executed, carrying out construction on F.P Nos. 188 and 188C was not illegal or unlawful. At the time that the Agreement for Sale was executed it was not anticipated by us that there would be change in the policy of the State Government of increasing the entitlement of the slum dwellers to additional area in the rehab buildings. At the time the Agreement for Sale in issue was executed it was not anticipated that due to the above events, which are beyond our control, the scheme would be delayed by as long as 8 years and sees no end in sight on account of the above events, over which, we reiterate we have no power, control or authority.

8. In this view of the matter, the Agreement for Sale in issue has become both impossible and illegal due to the events set out hereinabove. The performance of the said Agreement for Sale has therefore become both impossible and unlawful. Notwithstanding the fact that the said events were not attributable to us, nor did we have control over them, nonetheless we put in our best efforts to prevent the effect of the same. Despite our best efforts and despite due diligence the events above could not be averted or controlled. We had not foreseen the above events which have led to this impossibility of performance.

9. Though we are still pursuing matters with the authorities in the earnest hope, any desired end result would also not enable the execution of the performance under the Agreement for Sale. At the time the Agreement for Sale was executed the consideration was arrived at on the basis of the rates prevailing in 2008 and on the basis that possession will be handed over to you on or before _____. A period of almost 11 years having elapsed since then, there being no fault on our part, it is also impossible to perform the Agreement for Sale on those terms and conditions. In addition thereto we have endured serious losses running into crores of rupees over the last decade in maintaining the lands, its security and upkeep, steep legal fees, taxes and charges paid to the government, payment of rent to slum dwellers and towards overheads.



10. In this view of the matter the Agreement for Sale in issue has come to an end on account of both impossibility and frustration thereof. As any by way of caution, we do hereby record that the Agreement for Sale dated _____ stands at an end, is void and / or is terminated on account of the aforesaid events from the date of the occurrence of the events as noted above. Even otherwise, there is a steep rise in prices of material to be used for the construction of flats as also labour charges and other expenses for the project has become economically unviable at the cost at which the parties contemplated the sale.

11. We lastly state that while we are not bound to pay any interest on the amounts received from you after 09.01.2012, in order to put matters to an end, we are ready and willing to return to you the sum of Rs. _____ along with interest computed at the rate of 9 % per annum from the date of receipt of consideration till date of receipt of Stop work Notice dated 09.01.2012

12. We request you to kindly forthwith forward your Bank Account details to us in order to enable us to electronically transfer the said amounts in your Bank Account. Alternatively, in case you are desirous of obtaining a cheque in the said amount from us, you may kindly visit our office (address stated on the letter head) at anytime during working hours and collect the same.

Thanking You

For **A-Surti Developers Pvt. Ltd.**

Rajesh
For **Director**