

**THE MAHARASHTRA REAL ESTATE REGULATORY  
AUTHORITY, MUMBAI.**

**COMPLAINT NO: CC006000000078824**

Upendra Sing

Complainant.

**COMPLAINT NO: CC006000000078825**

Mrudula Goverdhan Shreeramoju  
Goverdhan Shreeramoju

Complainants.

**COMPLAINT NO: CC006000000078826**

Pradeep Assandas Aswani

Complainant.

**COMPLAINT NO: CC006000000078853**

Sayaji Tukaram Hadawale  
Sharad Sayaji Hadawale

Complainants.

**Versus**

Nirmal Life Style (Kalyan) Pvt.Ltd  
Through Its Director  
(Lifestyle City Kalyan - Glory B)

...Respondents.

MahaRERA Regn: P51700003537

**Coram:** B.D. Kapadnis,  
Member II.

**Appearance:**

Complainants: Adv. Mr. Mamidwar.  
Respondents: Adv. Mr. Tushar Kadam.

**FINAL ORDER**

**23<sup>rd</sup> January 2020.**

Parties have amicably settled their disputes and they have filed the consent terms marked Exh. 'A' in their respective cases.

2. The complaints are disposed off in terms of the consent terms marked Exh. 'A' and they shall form the part of the order.

Mumbai.

Date: 23.01.2020.

  
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(B. D. Kapadnis)

Member II, MahaRERA, Mumbai.

Date: January, 2020

To

Mr. Upendra Singh,

302, SHRUSHTI COMPLEX, BLDG. NO. 5,  
INSIDE HIRANANDANI ESTATE, THANE (W)  
THANE 400607



Ref: Your booking of Flat No. 104 in our Project "Applause A" at Lifestyle City, Kalyan.; MahaRERA Complaint # CC006000000078824 -

Sub: Terms for Settlement with respect to your claim seeking interest under the Real Estate (Regulation and Development) Act 2016 r/w Rules made thereunder.

Dear Mr. Upendra Singh,

This has reference to the booking of your Flat No.104 in our Project "Applause A" being developed by us at Lifestyle City, Kalyan ("said Flat") and the Agreement of Sale dated 03<sup>rd</sup> December 2016 and Registered on 03<sup>rd</sup> December 2016 before the Sub-Registrar of Assurances, Jt. Sub-Registrar, Kalyan 4 bearing registration number KLN5/10783/2016 ("said Agreement of Sale").

The said Project is in compliance of the Act and we have duly registered the said Project with MahaRERA, bearing Registration No. P51700003274 therein with the mandatory disclosure of the date of completion of the said Project is given as 30/09/2019.

This letter is specifically in furtherance to our without prejudice meetings and discussions in order to amicably resolve the matter with respect to your claim seeking interest under and as per the Real Estate (Regulation and Development) Act 2016 and the Rules made thereunder ("the Act") under the captioned Complaint, duly recording the understanding and amicable settlement thereof.

Based on our discussions, we hereby record the settlement terms, agreed by and between us:

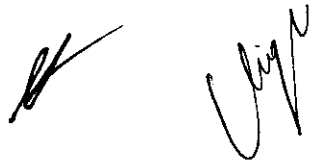
1. As per our records we have agreed that as on date, the payment of Rs. 17,20,204/- (Rupees Seventeen Lakhs Twenty Thousand Two Hundred And Four Only) has been paid by you in lieu of the construction progress of the said Project, including the Taxes (Service Tax & VAT).
2. As per the applicable rate of interest as per the Act is, the current rate of State Bank of India's Highest Marginal Cost of Lending Rate + 2%, which is effectively, **10.50% Simple Interest per annum** ("said Interest"). It is further mutually agreed that the said Interest will be applicable on the amounts received by us minus the amounts paid towards Service Tax and VAT. The amounts paid by Mr. Upendra Singh towards



*[Handwritten signature]*

Service Tax and VAT is Rs. 64,240/-. Hence, the said Interest will be applicable on the balance amount paid i.e. Rs. 16,55,964/- (Rupees Sixteen Lakhs Fifty Five Thousand Nine Hundred And Sixty Four Only).

3. As per agreed that the said Interest will commence from April 1, 2018 on a monthly basis, till the date of actual possession OR 31/10/2019, whichever is earlier. In the event the possession goes beyond 31/10/2019 the said Interest shall continue till the actual date of possession.
4. As per the calculation of the said Interest on the amount of Rs. 2,73,855 /- (Rupees Two Lakhs Seventy Three Thousand Eight Hundred And Fifty Five Only), works out to a fixed amount of Rs. 13,041/- (Rupees Thirteen Thousand And Forty One Only) per month net of tax, from April 2018 till the date/month of actual possession OR 31/09/2019, whichever is earlier ("Compensation"). The said Compensation shall be payable by 10<sup>th</sup> day of every subsequent month till the date/month of actual possession OR 31/09/2019, whichever is earlier. In the event the possession goes beyond 31/09/2019 the said Compensation shall continue till the actual date of possession. It is mutually agreed that the said Compensation can be paid either by way of cheque / Demand Draft / or be adjusted against the payments due from Mr. Upendra Singh to M/s Nirmal Lifestyle (Kalyan) Pvt. Ltd.
5. Mr. Upendra Singh declare, confirm, agree and undertake that the said Compensation Amount/s received by Mr. Upendra Singh shall be construed as payments made in settlement in respect of the said Flat and claim of interest thereof under the said Act.
6. ~~6.~~ Apropos the aforementioned, per the calculations stated in para 4 above, the Compensation amount, due and payable from April 2018 to December 2019 i.e. for Twenty One months is Rs. 2,73,855 /- (Rupees Two Lakhs Seventy Three Thousand Eight Hundred And Fifty Five Only). Mr. Upendra Singh has agreed to adjust Rs.97,615/- (Rupees Ninety Seven Thousand Six Hundred And Fifteen Only) towards the balance consideration of the flat and has received and accepted the balance amount of Rs. 1,76,240/- will be paid as per below Schedule :-
  - (i) RTGS for the Month of January 2020 for an amount of Rs. 1,00,000/- (Rupees One Lakh Only) drawn in favour of Mr. Upendra Singh.
  - (ii) RTGS for the Month of February 2020 for an amount of Rs. 76,240/- (Rupees Seventy Six Thousand Two Hundred Forty Only) drawn in favour of Mr. Upendra Singh.
7. As agreed that there is an amount payable by Mr. Upendra Singh to M/s Nirmal Lifestyle (Kalyan) Pvt. Ltd. to the tune of Rs. 17,43,120/- (Rupees Seventeen Lakhs Forty Three Thousand One Hundred And Twenty Only) towards the Agreement Value / Consideration Value with GST. This amount payable by Mr. Upendra Singh excludes other charges such as Society and Maintenance Charges, which has to be paid by Mr. Upendra Singh at the time of possession. Mr. Upendra Singh declares,




confirms and undertakes to pay these amounts immediately as and when due and payable.

8. Mr. Upendra Singh hereby agrees, concurs and accedes to this letter shall be treated as Confidential Document and contents herein to be treated absolutely, wholly and entirely as "Confidential Information". You further declare, undertake and confirm to hold these the terms of this Settlement Letter as strictly confidential and not to use it for any purpose other than the contemplated purpose herein. You further undertake not to disclose any information, in part or whole, with respect to this Settlement Letter, to any other third parties, in and under any circumstances, whatsoever and that you accept this letter with an indemnification towards breach of confidentiality.
9. Mr. Upendra Singh hereby declares, confirms and undertakes that the Complaint No. CC006000000078824 filed by you before Hon'ble Maharashtra Real Estate Regulatory Authority (MahaRERA) and all the grievances including all/any claims filed by you against Nirmal Lifestyle (Kalyan) Private Limited and its Promoters / Representatives, is settled and the Order of the Hon'ble MahaRERA Authority is duly complied with.
10. Mr. Upendra Singh hereby declares, confirms and undertakes that this settlement letter and the amounts paid by M/s Nirmal Lifestyle (Kalyan) Private Limited as per the understanding in paragraph 4 hereinabove, the payments by way of the said Compensation paid by M/s Nirmal Lifestyle (Kalyan) Private Limited to Mr. Upendra Singh shall be construed as payments as it is in full settlement in respect of the subject matter and of the said claim/s before the Hon'ble MahaRERA / any Court of Law, in respect of the said Flat, in present or the future.
11. As per Hon'ble MahaRERA order agreed that this Settlement Letter is only for the sole purpose of recording the understanding between us and not for filing before the ~~Hon'ble MahaRERA~~ /Court, save and except under circumstances of any breach of the terms of this settlement.




**Signed:**

**On behalf of Nirmal Lifestyle (Kalyan) Private Limited**

Signature :   
Signatory : Authorised Signatory  
Place : Mumbai  
Date : January, 2020

**Confirming Party:**

Signature :   
Signatory : Upendra Singh  
Place : Mumbai  
Date : January, 2020

**Verified by:**

1. **Exhibit - A**: Self-attested copy of PAN Card Mr. Upendra Singh.