

PROCEEDINGS OF THE DAY

97-123

Day and Date	Tuesday and 01.04.2025
Complaint No.	CR/1567/2023 Case titled as Adar Kumar Jain and Nitin Jain VS Splendor Buildwell Private Limited
Complainant	Adar Kumar Jain and Nitin Jain
Represented through	Shri Sanjeev Kumar Sharma Advocate
Respondent	Splendor Buildwell Private Limited
Respondent Represented through	Ms. Shriya Takkar and Ms. Smriti Srivastava Advocates
Last date of hearing	25.02.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 03.05.2023 and reply has been received on 15.03.2024.

The counsel for the complainant states that in the month of January 2020 the broker (JLL Pvt. Ltd.) apprised the complainants that the aforesaid project developed by the respondent has great future prospects, the same would complete in all respects and will be leased out by the respondent very soon. The respondent along with the broker company had started negotiations with the complainants via email and shared the draft of the MOU, agreement for sale and other documents and after due negotiations the respondent agreed to sell and the complainants agreed to purchase the entire 5th floor in the said project of the respondent **total measuring 23,880 sq. ft.** consisting of **27 units** for a total sale consideration of **Rs.10,98,48,000/-** to be calculated @ **Rs.4600/- per sq. ft.** and the parties entered into an **MOU dated 14.03.2020**. In terms of the said MOU the complainants paid a sum of **Rs.5,49,24,000/-** to the respondent vide various cheques. The respondent allotted units No. **501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 512A, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527** to the complainants as per the respective area mentioned in the MOU. On the persistent request of the complainants the respondent confirmed the allotment of the said area **23,880 sq. ft.** at the rate of **Rs.4600 per sq. ft.** i.e. for the total sale consideration of **Rs.10,98,48,000/-** and the receipt of the amount of **Rs.2,00,00,000/-** along with the allotment letter vide letter dated 10.08.2020.



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CA/1564/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

Further states that the respondent further assured the complainants that the building shall be leased within 6 months from the date of execution this MOU. that in case the said units are not be leased within 6 months, subsequently with every passing month the assured return to be calculated @ Rs.65/- per sq. ft., will be deducted from the amount payable by the complainants to the respondent towards remaining sale consideration. The parties had agreed to lease out the said units as per the discretion of the respondent and the complainants were only entitled to amount of rent as per the calculations stated above and also detailed in para No.7 of the MOU dated 14.03.2020.

The respondent got encased only two cheques worth Rs.1,00,00,000/- each received earlier and did not present the remaining cheques stating that the same would be presented at the time of registration of the agreement. Same was shared by the respondent through the broker company vide email dated 12.03.2020, but the same were never executed and got registered by the respondent thereafter stating that the lease agreement would be executed directly in favour of complainants with the intending lessee and the respondent as per the MOU dated 14.03.2020.

However the respondent instead of coming forward to execute and get registered the agreement of sale regarding every unit in question as agreed to be originally sold, **offered the same area in 27 units on 6th floor** against the similar sale consideration and sent a duly executed agreement for sale dated 19.08.2020 along with allotment letter dated 19.08.2020 regarding 27 units against the same sale consideration already received by the respondent regarding 27 units in question in each complaint on 5th floor. The complainants came to know that the 6th floor was already sold out by the respondent to some other purchasers and they had been litigating with the respondent.

The complainants wrote email dated 15.07.2021, requesting the respondent to complete the possession and registration of the entire 5th floor consisting of 27 units as agreed to be sold by the respondent. Another email dated 18.07.2021 was again sent it this behalf in the similar manner, but the respondent never came forward to complete the possession and registration of the units in favour of complainants. The complainants again sent an email dated 23.08.2021 to the broker company requesting it to complete the deal. On persistent request of the complainants, the said broker again made an offer on behalf of the respondent regarding **1st floor of the project in Tower-D via**



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
21/07/2025

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

email dated 27.08.2021, further repeating the said offer the said broker also suggested that the **lease deed qua the said 1st floor can be executed very shortly**, however the complainants never agreed to the said alleged offer of the respondent.

That the respondent after receiving the total amount of sale consideration of **Rs.2,00,00,000/-** at the time of the signing of **MOU dated 14.03.2020** has been miserably failed to lease out the property and execution and registration of the agreement for sale and sale deed/conveyance deed of the entire 5th floor consisting of 27 units including the unit in question as agreed to be sold by the respondent via agreement dated 14.03.2020.

The complainant is seeking directions to the respondent to execute and get registered the conveyance deed of the subject unit, on Fifth Floor of South Tower-B. in the project Splendor Spectrum One, Sector 58, Gurugram along with one reserved car parking on payment of remaining sale consideration found to be due after adjusting the proportionate amount from the already received amount of Rs.2,00,00,000/- and the amount of assured return to be calculated @ Rs.65 per sq. ft. per month till execution and registration of the conveyance deed and handing over the possession of the said unit along with expenses for stamp and registration charges etc.

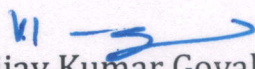
The counsel for the respondent states that OC has been obtained on 9.6.2021.

Part arguments heard. Meanwhile, both the parties may file written submissions in the registry of the Authority within 15 days with advance copy to each other.

Matter to come up on 29.07.2025 for further arguments.

Ashok Sangwan
Member


Arun Kumar
Chairman
01.04.2025


Vijay Kumar Goyal
Member