

PROCEEDINGS OF THE DAY
7

Day and Date	Friday and 01.08.2025
Complaint No.	CR/4286/2023 Case titled as Arthi Bhanot VS Splendor Buildwell Private Limited
Complainant	Arthi Bhanot
Represented through	Shri Dhruv Rohatgi Advocate
Respondent	Splendor Buildwell Private Limited
Respondent Represented through	Ms. Shriya Takkar and Ms. Meenal Khanna Advocates
Last date of hearing	04.07.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

Order pronounced.

Clause 9(f) of the MOU dated 12.11.2016 wherein it has been specifically stated that '*The Intending Allottee shall neither claim the sub division in the Said Space nor shall claim the physical possession of the Said Space.*' In view of the aforesaid, this Authority is of the view that the allottee is **not entitled to physical possession** of the subject unit.

Clause 18 of the MOU obligates the respondent to execute BBA. Further as per clause 22 read with section 17 of the Act, the respondent is obligated to executed CD as OC has already been obtained on 06.09.2019. In view of above, both the parties are directed to execute a Space Buyer Agreement in respect of the allotted unit and the respondent is directed to execute the conveyance deed in respect of the allotted unit within the 90 days upon receipt of the payment of requisite stamp duty by the complainant as per norms of the state government.

DPC per month comes out to be Rs.14,499/- and AR per month comes out to Rs.35,750/-. Therefore, AR being higher, the respondent is directed to pay the amount of assured return at the agreed rate i.e., @ ₹71.50/- per sq. ft. per month from the date the payment of assured return has not been paid i.e.,

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

01.08.2018 till 06.09.2019 i.e., date of completion of construction as OC was received from the competent authority on 06.09.2019 and thereafter, ₹58.50/- per sq. ft. per month after the completion of the building till the date the said unit is put on lease in terms of clause 3 of the MOU dated 12.11.2016.

The respondent is further directed not to charge CAM charges since the said unit is not for the purpose of self-occupation.

The respondent is directed not to charge labour cess as it is the respondent builder who is solely responsible for the disbursement of said amount.

The respondent is further directed not to charge electrification charges from the complainant-allottee while issuing offer of possession letter of a unit even though there is any provision in the builder buyer's agreement to the contrary.

Detailed order will follow. Matter stands disposed off.



Arun Kumar
Chairman
01.08.2025