PROCEEDINGS OF THE DAY	11-13
Day and Date	Thursday and 27.11.2025
Complaint No.	CR/489/2024 Case titled as Amit Vohra VS Splendor Buildwell Private Limited CR/488/2024 Case titled as Tripti Vohra and Amit Vohra VS Splendor Buildwell Private Limited CR/486/2024 Case titled as Tripti Vohra and Amit Vohra VS Splendor Buildwell Private Limited
Complainant	Amit Vohra
Represented through	Ms. Daggar Malhotra Advocate
Respondent	Splendor Buildwell Private Limited
Respondent Represented	Ms. Shriya Takkar and Ms. Meenal Khanna Advocates
Last date of hearing	18.09.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 16.02.2024 and reply was received on 30.05.2024. Thereafter, the respondent has filed the applications for waiver of cost and dismissal of complaint on 10.06.2024 and 11.09.2024. The respondent has also filed the counter claim on 16.01.2025. The complainant has filed the reply of the application for dismissal of the complaint and reply of the counter claim on 23.01.2025 and 24.04.2025 respectively.

Succinct facts of the case as per complaint and annexures are as under:

S. No.	Particulars	Details
1.	Name of the project	"Spectrum One", Sector 58, Gurugram, Haryana
2.	Project area	6.775 acres

3.	DTCP license no. and validity status	82 of 2010 dated 12.10.2010 valid up to 29.05.2020
4.	Name of licensee	Ishayu Builders and Developers Pvt. Ltd.
5.	RERA registered/not registered	Registered vide No. 376 of 2017 dated 07.12.2017
6.	Unit no. as per MoU dated 01.09.2016	403A, Tower-D, in 4th floor (Page no. 18 of complaint)
	Revised unit no. as per letter dated 19.08.2023	207A, Tower-D (Page 172 of reply)
7.	Unit area admeasuring	550 sq. ft. (approx. super area) (Page no. 18 of complaint)
8.	Application form for unit no. 403A	05.08.2016 (Page 148 of reply)
9.	Date of execution of MOU for unit no. 403A	01.09.2016 (Page no. 15 of complaint)
10.	Assured return clause	*4.* *That the developer will pay Rs.71.50/- (Rupees seventy-one and fifty paisa only per sq. ft. per month subject* ***as an assured return to the allotee from 5th September 2016 till the first lease out. The Developer assures first lease to the prospective lessee(s) at the minimum rate of Rs.58.50/- (Rupees fifty-eight and fifty paisa only) per sq. ft. per month.*** (Page 156 of reply)
11.	Due date of possession	Cannot be ascertained
12.	Total basic consideration	Rs.16,50,000/- (Page 18 of complaint)
13.	Amount paid by the complainants	Rs.17,24,250/- (Rs.16,50,000/- sale consideration plus Rs.74,250/- service tax) (Page 18 of complaint)
14.	Assured return paid by respondent to the complainant	**Rs.8,20,582/-** (As alleged by respondent page 4 of reply for a period of 2 years approx. till may 2018)

15.	Occupation certificate	06.09.2019 (Page 166 of reply)
16.	Unit changed letter issued by the respondent on	19.08.2023 (Page no. 172 of reply)
17.	Letter to take possession and registration of conveyance deed by respondent	30.08.2021 (Page 168 of reply)

The counsel for the complainant states that the complainant is seeking delayed possession charges for every month of delay till actual handing over of possession, to execute the builder buyer agreement, to pay pending assured return and to submit the proof of completion of the construction of the project.

The complainant entered into MoU on 01.09.2016 with the respondent company whereby the respondent allotted a unit admeasuring 550 sq. ft. in the project and the complainant has paid Rs.16,50,000/- at the time of booking. As per clause 4 of the MoU, the respondent undertook to pay an assured return at the rate of Rs.71.50 per sq. ft. per month from 05.09.2016 till the said unit is leased out to the prospective lessee. As per clause 20 of the MoU, the respondent was obligated to sign and execute the BBA but the respondent has failed to execute the BBA even after receiving more than the basic sale consideration in 2016. Further, the respondent has also failed to pay assured return after June, 2018 onwards. On enquiring, the complainant has been told by the respondent that the project is complete and the complainant is not entitle to claim any amount of assured return.

The counsel for the respondent states that the complainant was paid assured return amounting to Rs.8,20,582/- up to May, 2018 for a period of two years, as per clause 4 of the MoU. Further, the complainant had waived assured return for the month of June, 2018. Thereafter, the respondent was not liable to pay any assured return, as the dues payable by the complainant were more than the maximum amount of assured return payable to the complainant. Further, states that as per capping fixed under clause 36 of the MoU dated 01.09.2016, after completion of the building assured return is not payable to the complainant/allottee.

Further, draws attention vide which the basic sale price of the unit was Rs.16,50,000/- which was exclusive of EDC/IDC, EEC, FFC, IFMS, Power Back,

Service Tax, VAT etc. and the complainant was liable to make these payments in accordance with clause 5,6,22 and 23 of the MoU. The respondent completed the construction in September, 2018 and applied for obtaining Occupation certificate in November, 2018 which was obtained on 06.09.2019. Thereafter, the respondent wrote a letter to the complainant on 30.08.2021 that since the complainant is well aware that due to very low demand and hostile market scenario due to Covid-19, the respondent could not lease out the area as was promised in the MoU and asked the complainant to complete all the requisite form, make payment of the outstanding dues as per the MoU and execute the conveyance deed and take legal physical possession of the unit.

Moreover, the counsel for the respondent states that the unit number was changed on vide letter dated 19.08.2023 (annexed at page no. 172 of reply). As per clause 9 of the MoU, the developer has sole right to change the unit of the allottee.

The counsel for the respondent states that the matter is under settlement and is on final stage and seeks adjournment to settle the matter amicably. However, the counsel for the complainant states that no settlement is going on.

Arguments heard.

Order reserved.

Parties may file brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on 18.12.2025 for pronouncement of order. In the meantime, if the matter is settled between the parties, then settlement deed may be filed.

P.S. Saini
Member
27.11.2025