PROCEEDINGS OF THE DAY		29
Day and Date	Friday and 25.07.2025	
Complaint No.	CR/645/2024 Case titled as Anjali Kakar VS BPTP Limited	
Complainant	Anjali Kakar	
Represented through	Complainant in person	
Respondent	BPTP Limited	
Respondent Represented	Shri Harshit Batra, Advocate	
Last date of hearing	25.04.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The complaint has been received on 27.02.2024 and reply has been received on 05.04.2024.

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

S.N.	Particulars	Details	
1.	Name of the project	"Terra", Sector- 37-D, Gurugram	
2.	Nature of project	Group Housing Towers	
3.	**RERA registered/not registered**	Registered 299 of 2017 dated 13.10.2017	
4.	**DTPC License no.**	83 of 2008 dated 05.04.2008	94 of 2011 dated 24.10.2011
	Validity status	04.04.2025	23.10.2019
	Name of licensee	SUPER BELTS PVT. LTD and 3 others	COUNTRYWIDE PROMOTERS PVT LTD and 6 others
	Licensed area	23.18 acres	19.74
5.	Allotment Letter	11.04.2022 (as per page no. 65 of complaint)	

6.	Unit no.	T-23-1402, Tower 23 [As per page no. 65 of complaint]
7.	Unit measuring	1811 sq. ft. [As per page no. 65 of complaint
8.	Date of execution of Flat buyer's agreement	29.07.2022 (As per page no. 75 of complaint)
9	Date of building plan	21.09.2012
10	Possession clause	**11. Possession** 11.1. Schedule for possession of the said Apartment. The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, provided under Rule 2(1)(f) of the Rules, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment as per the timelines mentioned in the table below unless there is delay or failure due to "force majeure", court orders, Government policy/ guidelines, decisions affecting the regular development of the Project. If, the completion of the Project is delayed due to the above-mentioned conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment (WITHIN 90 DAYS OF BOOKING)

11.	Due date of possession	**11.07.2022** **(as per possession clause)**	
12.	Payment Plan	At the time of booking	10% OF TP
		Within 30 days	10% of TP
		On application of OC or 4 months from the date of booking whichever is later	50% OF TP
		On receipt of OC	25%
		100% at the time of offer of possession	
13.	Total Sale Price	**Rs. 1,36,27,775/-** [as per page no. 95 of complaint]	
14.	Total amount paid by the complainant	Rs. 27,25,555/- (as alleged by the complainant)	
	Application for occupation certificate	16.01.2021 (page 118 of reply)	
15.	Occupation certificate	21.09.2023 (in principle) 23.01.2024 [Page no. 124 of the reply]	
16	Offer of possession	Not offered	
17	Notice sent to the complainant for payment	04.05.2022, 10.08.2022, 16.05.2023, **23.09.2023**, 04.08.2023, 05.06.2023, 05.07.2023, 06.09.2023	
18	Termination letter	07.10.2023	

		(page 116 of reply)

The complainant presents in person states that directions be given to the respondent to revoke the termination letter dated 07.10.2023 and withdraw the illegal demands.

The counsel for the respondent states that the complainant has paid Rs. 27,25,555/- against the total sale consideration of Rs. 1,36,27,775/-. According to the payment plan 50% of total sale consideration have to be made by the complainant at the time of application of occupation certificate which was made by the respondent to the competent authority on 16.01.2021. Thereafter the respondent has sent various reminders to the complainant to make the payment and meanwhile the respondent has obtained the occupation certificate on 21.09.2023 and due to failure of the complainant to make the payment, termination letter was sent to the complainant on 07.10.2023 (in principle) and finally on 23.01.2024.

Arguments heard.

Detailed order will follow.

V.I

Vijay Kumar Goyal
Member
25.07.2025