



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विधाम गृह, सिविल लाईन, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY		37	
Day and Date	Thursday and 22.02.2024		
Complaint No.	CR/7309/2022 Case titled as Jaypal Manav and Amit Manav and Kavi Manav VS BPTP Limited		
Complainant	Jaypal Manav and Amit Manav and Kavi Manav		
Represented through	Complainant in person with Shri Rajat Tanwar, Advocate		
Respondent	BPTP Limited		
Respondent Represented through	Shri Harshit Batra, Advocate		
Last date of hearing	30.11.2023		
Proceeding Recorded by	Naresh Kumari and HR Mehta		
<b>Proceedings</b>			
The present complaint has been received on 22.11.2022 and the reply on behalf of respondent was received on 28.09.2023.			
Succinct facts of the case as per complaint and reply are as under:			
S. N.	Particulars	Details	
1.	Name of the project and location	BPTP Terra, Sector 37D, Gurugram, Haryana	
2.	Project area	43 acres	
3.	Nature of project	Group Housing Tower	
4.	DTCP License	83 of 2008 dated 05.04.2008	94 of 2011 dated 24.10.2011
	valid up to	04.04.2025	23.10.2019
	Licensee name	Super Belts Pvt. Ltd and 4 others	Countrywide Promoters Pvt. Ltd. and 6 others



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5.	RERA Registered/ not registered	Registered vide no. 299 of 2017 dated 13.10.2017 valid up to 12.10.2020.
6.	Unit no.	T21-1802, Floor no. 18, in tower- T21 (Page no. 44 of the complaint)
7.	Unit area admeasuring	1691 sq. ft. (super area) (Page no. 44 of the complaint)
8.	Date of execution of apartment buyer's agreement	28.05.2013 (Page no. 35 of the complaint)
9.	Date of execution of tripartite Agreement	28.05.2013 (Page no. 70 of the complaint)
10.	Possession clause	<b>1.6 Commitment Period shall mean,</b> subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed /requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of installments of the sale consideration as per the payment plan opted, Development Charges (DC), Stamp duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the not Purchaser(s) within a period of <b>42 months from the date of sanction of the building plan or execution of Flat Buyer's Agreement, whichever is later.</b> (Page no. 42 of the complaint)
11.	Due date of possession	28.11.2016 (Calculated from the date of execution of buyer's agreement i.e., 28.05.2013)
12.	Total sale consideration	Rs.1,35,56,378/- (As per statement of account at page no. 78 of the complaint)



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13.	Amount paid by the complainants	Rs.1,07,91,234/- plus TDS and total amount of Rs.1,08,72,648/-. (As per statement of account at page no. 78 of the complaint)
14.	Occupation certificate	09.12.2021 (Page no. 96 of the reply)
15.	Offer of possession	11.12.2021 (Page no. 77 of the complaint)
16.	Termination letter	11.11.2022 (Page no. 114 of the complaint)
17.	Legal notice send by the complainants for possession	29.03.2022 (Page no. 43 of the complaint)

The counsel for the respondent states that the respondent is willing and ready to set aside the cancellation and is placing on record a copy of the revised account statement after adjusting DPC as well as other reliefs in terms of the committee report. Further states that the respondent is willing and offering the handing over of cheques of Rs. 39,61,467/- as the full and final settlement and possession will also be handed over after furnishing the unit in terms of the specifications in the BBA. The complainant present in person with counsel states that the cheque will be accepted after cross checking/confirmation of the details provided in the revised account statement.

Arguments heard.

Details orders will follow.

v.i-  
Vijay Kumar Goyal  
Member  
22.02.2024