



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. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

59

Day and Date	Tuesday and 08.07.2025
Complaint No.	CR/3212/2023 Case titled as Ameet Kkatyal and Renu Katyal VS Parkwood Infrastructure Private Limited & Tata Capital Housing Finance Limited
Complainant	Ameet Kkatyal and Renu Katyal
Represented through	Shri Milind Modi Advocate
Respondent	Parkwood Infrastructure Private Limited & Tata Capital Housing Finance Limited
Respondent Represented through	Shri Gunjan Kumar Advocate for R1 Shri Shyam Taneja Adv. for R2 Ms. Nisha Sharma proxy counsel for L&T Finance Shri Sukhbir Yadav Advocate on behalf of intervenor
Last date of hearing	18.03.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on **14.07.2023** and registered as complaint no. **3212 of 2023**. The reply on behalf of respondent no.2 was received on 06.12.2023 and reply on behalf on respondent no.1 was filed on 09.04.2024.

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

Sr. No.	Particulars	Details
1.	Name of the project	"Parkwood Westend Phase-1", Sector-92, Gurugram , Haryana.
2.	Nature of project	Group Housing Colony
3.	DTCP License no.	Licence No. 53 of 2010 dated 10.07.2010
4.	RERA registered	Registered



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CRJ 3212/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		16 of 2018 dated:-19.01.2018, valid upto 31.12.2019
5.	Unit no.	D-1402, Tower-D, 14 th Floor (As per allotment letter on page 27 of complaint)
7.	Unit area	1840 sq.ft [Super area] (As on page 27 of complaint)
	Date of allotment	27.07.2015 (page 27 of complaint)
8.	Date of execution of buyer's agreement	21.08.2015 (As on page 32 of complaint)
9.	Possession clause	Clause 28. Possession (a) Time of handing over the Possession <i>That subject to terms of this clause and subject to the FLAT ALLOTTEE(S) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and further subject to compliance with all provisions, formalities, registration of sale deed, documentation, payment of all amount due and payable to the DEVELOPER by the FLAT ALLOTTEE(S) under this agreement etc., as prescribed by the DEVELOPER, the DEVELOPER proposes to hand over the possession of the FLAT within a period of thirty six(36) months from the date of signing of this Agreement. If however understood between the parties that the possession of various Block/Towers comprised in the complex as also the various</i>



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CR/32/2/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		<i>common facilities planned therein shall be ready and complete in phases and will be handed over to the Allottee of different Block/Towers as and when completed.</i> (As on page 48 of complaint)
10.	Due date of possession	21.08.2018 (Calculated 36 months from date of execution of agreement)
11.	Total sales consideration	Rs.96,61,000/- (As per payment plan on page 29 of complaint)
12.	Amount paid by the complainants	Rs.71,66,800/- (as alleged by complainant on page 15 of complaint)
13.	Offer of possession	Not on record
14.	Occupation certificate	Not on record

The counsel for the complainant states that the complainant is seeking refund of the paid up amount with prescribed rate of interest as the respondent has not yet obtained the occupation certificate whereas the due date of delivery of possession was 21.08.2018.

Arguments heard.

The respondent/promoter is directed to refund the entire amount received by it from the complainant along with interest at the rate of 11.10% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.

Detailed order will follow. Matter stands disposed off.

Ashok Sangwan
Member

for W.
Arun Kumar
Chairman
08.07.2025