

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM.**

**Complaint No. 5797-2024**  
**Date of Decision: 15.04.2026**

1. Mr. Sanjesh Shivhare
  2. Ms. Sangeeta Shivhare
- both residents of C-13/35, S.F. Ardee City, Sector-52, Gurugram.

..... **Complainants**

**Versus**

St. Patricks Realty Pvt. Ltd. through its Directors/Authorized representatives, The Median, Central Park Resorts, Off Sohna Road, Sector-48, Gurugram.

Also at:

3<sup>rd</sup> Floor, tower-D, Global Business Park, MG Road, Gurugram.

..... **Respondent.**

**APPEARANCE**

**For Complainants:**

**Mr. Vaibhav Gupta, Advocate**

**For Respondent:**

**Mr. Shivaditya Mukherjee, Advocate**

**ORDER**

This is a complaint, filed by Mr. Sanjesh and Ms. Sangeeta, (allottees), under section 31 of The Real Estate (Regulation and

  
AO

Development), Act 2016 (in brief Act of 2016) against Patricks Realty Pvt. Ltd. (promoter).

2. Briefly stated, according to the complainants, on 25.09.2014 they applied for a residential unit in a project namely "Flamingo Floor" in the "Central Park Flower Valley" being developed by the respondent and paid requisite amount of Rs. 7,00,000/-. They filled up and submitted a pre-formatted Application Form on 03.10.2014. It was agreed by the respondent that in case they did not allot the unit as promised, they (complainants) will be entitled to refund of the amounts paid by them along with interest @9%. However, on receipt of the above-mentioned amount, no proper document or acknowledgment was given in writing by the respondent.

3. That after applying and making the required payment, a year had passed but no update was received from the respondent, about any development on the aforesaid project. Later on, it came to the complainants' knowledge that there were some legal hindrances in the development of the said project and the respondent was unable to acquire the approvals for said project.

  
AD

4. That they (complainants) also came to know that the respondent was unilaterally changing the overall features of the units and project. When they (complainants) contacted the respondent and enquired about said facts, the respondent conceded and asked the complainants to have the unit transferred to a separate scheme of air conditioned independent floors being constructed as per new plans and that the amount already paid will be transferred in the said scheme, situated on the plot admeasuring 180 sq. yds. with a floor area of 1093 sq. ft. comprising of 2 bedrooms, 2 toilets and 1 study, with credit interest of Rs. 70,000/-. It is trite to mention here that to further lure them (complainants), the respondent undertook to give rebate in booking the said floor unit.

5. That on aforesaid promise/undertaking by the respondent, they (complainants) transferred said amount of Rs.7,00,000/- towards booking a residential first floor on 15.09.2015 admeasuring 1093 sq. ft. for a basic sale price of Rs. 55,60,000/- with EDC of Rs.318 per sq. ft. under possession linked plan, for which a discount of 2% was also promised by the respondent. However, in spite of transferring said amount, no adjustment of any discount/rebate was given by the respondent. On 30.08.2016, they (complainants) wrote to the respondent for adjustment of

  
AO

Rs. 70,000/- and give discount of 2%. Further, they (complainants) on demand of the respondent made another payment of Rs. 6,45,000/- (after deductions of the discount/rebate) to the respondent against receipt.

6. That on 01.10.2016, the respondent sent a reminder letter to the complainants demanding additional amount of Rs. 10,26,571/- and also informed them that the allotment procedure has begun, although no particular unit has been allotted almost after two years from the date of payment. Furthermore, they (complainants) again paid a sum of Rs. 8,45,371/- vide different cheques in conformity with the allotment scheme and discussions.

7. That ultimately on 10.11.2016, they (complainants) received a letter from the respondent that they have been provisionally allotted Independent First Floor on plot no. 201 in Block-D, along with two copies of the floor buyer agreement. Said unit was to be ready and to be delivered in their favour, by December 2018 or maximum up till May 2019 with grace period.

8. That vide Buyer's Agreement dated 28.08.2017, it was specified that the total price of the said unit will be about Rs. 54,38,800/- along with EDC @ Rs. 318 per sq. ft. and the size of the unit was 1093 sq. ft. It was also

*dy*  
*AO*

stated that the possession of the unit will be delivered to the complainants within 24 months from the date of agreement, with grace period of 6 months. The complainants had already made payments of Rs. 21,90,371/- but the project was nowhere near completion, which caused mental agony to the complainants.

9. That on 27.12.2020, they(complainants) sent a letter to the respondent demanding reply to their queries, but instead of giving any reply, the respondent is bent upon cancelling their unit and gobbling up their hard-earned money. Said unit was offered to them (complainants) after 6 years 3 months from the date of first payment made by them.

10. That sale consideration of the said Unit was Rs 54,48,800/- (as per the BBA) in the year 2017. However, due to the price hike and increase in the real estate market, the similar size units in the same project as on date are available for an amount of Rs. 1,50,00,000/- .

11. Citing the facts as mentioned above, the complainants have prayed for following reliefs: -

- i) to award compensation towards mental agony, pain, harassment and financial loss suffered by the complainants at the hands of the respondent to the tune of Rs. 25,00,000/-;


*kw*  
AO

- ii.) to award compensation of Rs. 5,00,000/- towards costs incurred on engagement of Advocates, other costs and expenses incurred by the complainants for all the litigations from initiation till date;
- iii) to award compensation towards the market loss of Rs. 1,00,00,000/- suffered by the complainants;
- iv) to award interest at the rate of MCLR + 2% along with abovementioned prayers 'I', 'II' & 'III'.

12. The respondent contested the complaint by filing a written reply. Following is averred by the respondent: -

13. That the complainants booked an independent floor vide Expression of Interest (EOI) dated 03.10.2024. While submitting the said EOI, the complainants agreed and accepted various terms including Clause (e) of the EOI, wherein it was very specifically mentioned that in case of any variation in the area of the apartment available at the time of booking, then in such case the payment for the excess or shortfall of the area shall be paid or adjusted, as the case may be.

14. That the respondent attempted to contact the complainants multiple times for allotment, however when no response was received from them, <sup>2</sup> It (respondent) sent reminder letter dated 01.10.2016 requesting

  
AO

them to select their unit of choice from the available inventory and to pay the due amounts.

15. That it (respondent) vide letter dated 10.11.2016, provisionally offered available units in the project. On 28.03.2017, a Floor Buyer Agreement was executed for the Independent Floor admeasuring 1093 sq. ft. on first floor constructed over Plot No. 201 in Block-D in the project having basic sale price of Rs. 54,48,800/- excluding all other charges mentioned and agreed by the complainants. The original price of the unit of the complainant was Rs. 5089.92 per sq.ft., however, after the request of the complainants, a discount of 2% was granted and the complainants were allotted unit at the rate of Rs. 4985.18 per sq. ft.

16. That the construction of the project was hampered due to various bans on construction imposed by various Authorities and an amount of Rs.76,961/- towards compensation was adjusted against the amount payable by the complainants. After considering all force majeure circumstances and reasons beyond the control of the respondent, the possession of the apartment in question was to be offered on or before 27.05.2020. The Occupation Certificate was obtained on 19.10.2020 and

  
AO

then it (respondent) offered possession of the unit to the complainant vide letter dated 17.12.2020.


17. That against the total sale price of the unit i.e. Rs.64,92,118/-, the complainants had paid an amount of Rs.21,90,371/-. They (complainants) were in default in making the payment as per the agreed timelines as mentioned under the agreement. On 13.04.2021, it (respondent) requested the complainants to take possession of their unit by making outstanding payment. However, the complainants filed a complaint No.3851 of 2021 before the Authority seeking refund of the amount paid by them to evade payment of remaining 65% cost of the floor price.

18. That vide order dated 07.08.2024, the Authority allowed the complaint and directed the respondent to deduct 10% of the sale consideration as earnest money, while making a refund of the said amount.

19. That the present complaint is not maintainable as more than five years have elapsed, because due date of possession was 27.05.2020.

20. Denying all averments, respondent has prayed for dismissal of complaint.

21. Both of the parties filed affidavits in support of their claims.

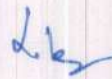
  
AO

22. I have heard learned counsels appearing for both of parties and perused the record.

23. As referred above, the complainants approached the Authority by filing a complaint No.3851 of 2021 seeking refund of amount paid by them. The Authority directed the respondent to refund amount paid by the complainants, but after deducting 10% of sale consideration i.e. 54,48,800/- being earnest money. In other words, the Authority found fault in the complainants' stating that "the complainants surrendered their unit by filing present complaint on 10.02.2021 i.e. post offer of possession and after receipt of Occupation Certificate (by the respondent)"<sup>when</sup> The complainants themselves withdrew from the project,<sup>no</sup> No reason to allow any compensation as sought by the complainants. Their complaint is thus dismissed. Parties to bear their own costs.

24. File be consigned to record room.

Announced in open court today i.e. on **15.04.2026**.

  
(Rajender Kumar)  
Adjudicating Officer,  
Haryana Real Estate Regulatory  
Authority, Gurugram.

Present: Mr. Vaibhav Gupta, Advocate for complainants.  
Mr. Shivaditya Mukherjee, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.



(Rajender Kumar)  
Adjudicating Officer,  
15.04.2026