

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.690 of 2024

Date of Decision: January 21, 2026

1. Dinesh Arora
2. Neena Arora
Both R/o B-39A, Sobha International City, Sector 109, Gurugram-122017

Appellants.

Versus

Oasis Landmarks LLP, Godrej One, 54th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400079

Respondent

CORAM:

**Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan**

**Chairman
Member (Judicial)
Member (Technical)**

Present: Mr. Bhawna Thakur, Advocate for the appellants.
Mr. Saurabh Gauba, Advocate for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 24.07.2024, passed by the Authority¹. Operative part thereof reads as under:

“I. Directions of the Authority

21. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

¹ Haryana Real Estate Regulatory Authority, Gurugram

i. The respondent/promoter is directed to refund the paid-up amount of Rs.1,70,07,347/- after deducting 10% of the sale consideration of Rs.1,61,56,800/- being earnest money along with interest @ 11% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of surrender i.e. 31.07.2023 till its realization.

ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

iii. The respondent is further directed not to create any third-party rights against the subject unit before full realization of the refundable along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of complainant/allottees.

22. The complaint stand disposed of.

23. Files be consigned to the registry.”

2. It appears that a project in the name and style of ‘Godrej Oasis’ was floated by the respondent-promoter in Sector 88A and 89A, Gurugram over an area of 13.76 acres. The project being in the nature of Group Housing Colony, the appellant-allottees applied for allotment of a unit therein. They were successful in the allotment process and allotment letter dated 22.09.2014 was issued to them. Pursuant to same, BBA² was executed between the parties on 03.04.2017. In terms of Clause 4.2 of the BBA, due date of possession was 22.09.2019. Total sale consideration of the unit was Rs.1,61,56,800/-. The

² Builder Buyer’s Agreement

appellant-allottees remitted the entire amount. Occupation Certificate was granted to the project on 29.03.2019. Pursuant to same, offer of possession was made to the appellant-allottees on 26.09.2019. As certain disputes arose between the parties as regards payment of additional amounts in lieu of maintenance charges etc., the appellant-allottees decided to seek refund of the amount. Legal notice dated 31.07.2023 was served on the respondent-promoter. As no response was received from the respondent-promoter, the allottees filed the instant complaint before the Authority at Gurugram, primarily seeking direction to the respondent-promoter to refund the entire paid-up amount along interest at the permissible rate.

3. The respondent—promoter filed its reply and submitted *inter alia*, that the allottees were liable to pay CAM charges as per Clause 7.3 of the BBA, however, they had not made payment as per the said clause. Besides, it was submitted that the respondent-promoter had completed the project within the stipulated timeline, as a result of which Occupation Certificate was granted to it on 29.03.2019. It had made valid offer of possession on 26.09.2019 and the appellant-allottees were in default.

4. The Authority considered the rival contentions and came to the conclusion that the allottees were entitled to refund. However, a deduction of 10% of the sale consideration was allowed from the refundable amount, taking the date of surrender as 31.07.2023 (date of legal notice). Interest was granted @ 11% per annum from the date of surrender i.e. 31.07.2023 till its realisation.

5. Limited grievance of the appellant-allottees is that deduction of 10% has been erroneously allowed as the Authority failed to appreciate the controversy in its correct perspective.

6. The aforesaid stand of the appellant-allottees has been rebutted by the respondent-promoter in its reply and during the submissions made before this Bench.

7. We have heard learned counsel for the parties and given careful thought to the facts of the case.

8. It appears that the promoter had completed the project and got Occupation Certificate on 29.03.2019. Based thereon, it offered possession to the appellant-allottees on 26.09.2019, which constitutes a valid offer of possession. At the same time, it is well-settled that the allottees cannot be compelled to take possession of the unit in question. Once the allottees decided to surrender the unit, the promoter ought to have refunded the amount forthwith. However, the promoter failed to act promptly, due to which the allottees were constrained to file the instant complaint before the Authority.

9. After examining the entire issue, the Authority directed refund of the paid-up amount along with interest from date of surrender, i.e. 31.07.2023 till realization, after deducting 10% of the basic sale consideration. The Authority has taken the date of surrender as 31.07.2023 (date of legal notice) and granted interest to the allottees from the said date till realization.

10. We find no infirmity with the order passed by the Authority.

11. The appeal is without any merit and is hereby dismissed.

12. Copy of the order be forwarded to the parties/their counsel and the Authority.

13. File be consigned to records.

Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

January 21, 2026
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