

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Date of decision : 13.02.2026

NAME OF THE BUILDER		Sternal Buildcon Private Limited	
S. No.	Case No.	Case title	Attendance
1.	CR/3809/2025	Anjali Garg VS. Sternal Buildcon Private Limited	Shri Akash Godhwani, Adv. (Complainants) Ms. Anjalika Sharma, Adv. (Respondent)
2.	CR/3812/2025	Minakshi Shukla and Yogesh Shukla VS. Sternal Buildcon Private Limited	Shri Akash Godhwani, Adv. (Complainants) Ms. Anjalika Sharma, Adv. (Respondent)
3.	CR/4673/2025	Balvinder Singh VS. Sternal Buildcon Private Limited	Shri Jaswant Kataria, Adv. (Complainants) Ms. Anjalika Sharma, Adv. (Respondent)
CORAM:			
Shri Arun Kumar		Chairman	

ORDER

- The above complaints have been filed by the complainants/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.
- The core issues emanating from them are similar in nature and the complainants(s) in the above referred matters are allottees of the project,

namely, "Signature Global City 81, Village Nakhdola Sector-81, Gurugram, Haryana" being developed by the respondent/promoter i.e., Sternal Buildcon Private Limited. The issue involved in all the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants is seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Cr no. /Case Title, and Date of filing of complaint	Unit No.	Date of execution of agreement for sale/allotment letter	Due date of possession, offer of possession	Total Consideration /	Total Amount paid by the complainants (In Rs.)
1.	CR/3809/2025 Date of filing: 11.08.2025 Reply received on 16.01.2026.	81-D53, B-3F Area: 546.12 sq. ft. 89.08 sq. ft.	21.10.2021 [Page 50 of the reply]	28.02.2024 OC: 05.09.2024 Offer of possession: 16.09.2024 CD executed on: 02.07.2025	Rs. 69,86,222/- [SOA dated 03.11.2025 at 248 of reply]	Rs. 69,86,222/-
2.	CR/3812/2025 Date of filing: 11.08.2025 Reply received on 16.01.2026.	81-D09, B-2F Area: 546.12 sq. ft. 89.08 sq. ft.	19.09.2022 [Page 46 of the reply]	28.02.2024 OC: 16.09.2024 Offer of possession: 28.09.2024	Rs. 69,87,408/- [SOA dated 26.08.2025 at 199 of reply]	Rs. 52,82,246/-

3.	CR/4673/2025 Date of filling: 04.09.2025 Reply received on 16.01.2026	81- D48, B- 1F Area: 546.12 sq. ft. 89.08 sq. ft.	29.11.2022 [Page 28 of the reply]	28.02.2024 OC: 05.09.2024 Offer of possessio n: 16.09.2024	Rs. 79,88,612/- [SOA dated 12.11.2025 at 185 of reply]	Rs. 79,88,612/- [SOA dated 12.11.2025 at 185 of reply]
Relief sought: 1. Possession along with interest.						

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder. Out of the above-mentioned cases, the particulars of case **CR/3809/2025** titled as **Anjali Garg VS. Sternal Buildcon Private Limited** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

6. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details
1	Name and location of the project	Signature Global City 81, Village Nakhdola Sector-81, Sohna Gurugram
2	Nature of the project	Affordable residential plotted colony (DDJAY)
3	Project area	11.9778 acres
4	DTCP license no.	7 of 2021 dated 05.03.2021 valid upto 04.03.2026
5	Name of licensee	Logical developers private limited
6	RERA Registered/ not registered	45 of 2021 dated 27.07.2021 upto 30.06.2023 further extended upto 28.06.2025
7	Unit no.	81-D53, B-3F
8	Unit area admeasuring	546.12 sq. ft. 89.08 sq. ft.
9	Date of application form	19.09.2021 [page 25 of the reply]
10	Date of allotment letter dated	19.09.2021 [page 49 of the reply]
11	Date of builder buyer agreement	21.10.2021 [Page 50 of the reply]
12	Possession Clause	7. POSSESSION OF THE RESIDENATIAL INDEPENDENT FLOOR 7.1 Schedule for possession The promoter agrees and understands that timely delivery of possession is the

		essence of the Agreement. The Promoter assures to handover possession by 30th June 2023 for the plot nature of project and 28th February 2024 for floor nature of project unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions, etc, affecting the regular development of the real estate project.
13	Due date of possession	28.02.2024 [in terms of clause 7.1 of the BBA]
14	Total sale consideration	Rs. 69,86,222/- [SOA dated 03.11.2025 at 248 of reply]
15	Amount paid by the complainant	Rs. 69,86,222/-
16	Occupation certificate	05.09.2024 [Page 201 of the reply]
17	Offer of possession	16.09.2024 [Page 202-203 of the reply]
18	CD executed on	02.07.2025 [Page 204 of the reply]

B. Facts of the complaint.

7. The complainants have made the following submissions in the complaint:

- I. That the Respondent Company issued advertisements announcing its Residential Group Housing Project titled "Signature Global City 81", situated at Village Nakhdola, Sector-81, Gurugram—an affordable residential plotted colony under the Haryana Affordable Housing Policy, 2016 (Deen Dayal Jan Awas Yojna)—and invited applications from prospective allottees. The Respondent also represented that the

- project had obtained necessary Building Plan Approval from the competent authority.
- II. That the Complainants, induced by the false promises and representations made by the Respondent's agents, paid an initial amount of Rs. 2,00,000/-, which was duly acknowledged by the Respondent. The Complainants thereafter filled out the Application Form and were allotted a residential unit in the said project.
 - III. That the Complainants received a Welcome Letter-cum-Provisional Allotment Letter for Unit No. 81-D53-B-3F. That the Complainants, continuing to rely on the Respondent's representations, executed the Builder Buyer Agreement (BBA) on 21.10.2021.
 - IV. That against the demand notices raised by the Respondent, the Complainants have paid a total sum of Rs. 70,94,590/-. That the Complainants addressed several emails, communications, and phone calls requesting the Respondent to provide (i) possession of the unit, and (ii) delayed possession interest. However, the Respondent failed to provide any satisfactory response and repeatedly stated that all issues would be "settled at the time of possession on an individual basis".
 - V. That despite being fully aware of the applicable provisions of the Real Estate (Regulation and Development) Act, 2016, the Haryana Real Estate Regulatory Authority Rules, 2017, and Clause 7.6(ii) of the BBA, the Respondent has failed to pay delayed possession interest, to which the Complainants are legally entitled.
 - VI. That the Complainants made repeated inquiries and maintained consistent communication with the Respondent regarding the construction status. However, the Respondent failed to give any concrete response, kept shifting delivery timelines arbitrarily, and displayed a complete lack of transparency. Despite the Complainants'



persistent follow-ups, the Respondent did not provide any definitive possession date.

- VII. That having completely lost hope in the Respondent, and after suffering mental agony, shattered expectations of owning a home, and substantial financial loss, the Complainants are constrained to approach this Hon'ble Authority for appropriate relief.
- VIII. That the Respondent is clearly guilty of deficiency in service, in violation of the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate Regulatory Authority Rules, 2017. The Complainants have suffered due to the Respondent's repeated defaults and are entitled to appropriate relief.
- IX. That the present complaint highlights the various deficiencies, unfair trade practices, and restrictive practices adopted by the Respondent in the sale and development of the project. The Respondent has failed to (i) adhere to the BBA dated 21.10.2021, (ii) follow the Affordable Housing Policy 2016 (DDJAY), and (iii) deliver possession within the promised timelines. The Respondent has also extracted charges not payable under the BBA and has acted with complete lack of accountability and transparency.
- X. That as per Clause 7.1 of the BBA dated 21.10.2021, the Respondent was legally bound to deliver possession of the unit by 28.02.2024. As on the date of filing this complaint, there is a delay of over one year, in breach of the BBA.
- XI. That the Hon'ble NCDRC has repeatedly held that an offer of possession which is conditional upon payment of charges not arising from the BBA cannot be treated as a valid offer of possession. Builders cannot impose arbitrary conditions or unfair demands.

That under Section 11(4) of RERA, the promoter must comply with all obligations under the Act, rules, regulations, and the agreement for sale. The relevant section is reproduced for ready reference.

- XII. The grievance relates to breach of contract, false promises, unfair trade practices, and illegal demands. The project launched in 2021 collected substantial funds. Despite receiving nearly 100% payment, the Respondent has delayed possession by over one year. The Respondent appears to have diverted and siphoned project funds, using allottee money for unrelated purposes, thereby delaying construction. While builders ordinarily pay high interest on borrowed funds, here the Respondent has benefited from interest-free use of the Complainants' money.
- XIII. As per Clause 7.6(ii) of the BBA, the developer must pay interest at the prescribed RERA rate for every month of delay until possession is offered. The Complainants have paid Rs. 70,94,590/-, but the Respondent has failed to hand over possession. The project is delayed by more than one year.
- C. Relief sought by the complainants:**
8. The complainants have sought following relief(s).
 - I. Direct the respondent to pay delay possession charges along with interest.
 - II. The respondent be directed to handover physical possession of the Flat No. 81- D53-B-3F in Block B having carpet area of 546.12 Sq. Feet on 3th Floor along with Parking.
 9. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent.

10. The respondent has contested the complaint on the following grounds.

- I. That the Complainant has intentionally concealed the correct/complete facts and the same are now being reproduced hereunder for necessary and proper adjudication of the present matter. The Complainant is raising false, frivolous, misleading, and baseless allegations against the Respondent with intent to make unlawful gains.
- II. That the Complainant has not approached the Ld. Authority with clean hands and has suppressed relevant facts. It is submitted that the complaint under reply is devoid of merit and the same should be dismissed with cost. It is pertinent to mention that the complainant in its complaint alleges that the due date for handing over the possession is 28.02.2024, and the same has been delayed by over 1 year till filing of the complaint. That the Complainant deliberately chose not to file the complaint and have filed on after getting the Conveyance Deed dated 02.07.2025 executed in their favour on 24.07.2025 to attain the undue monetary advantage from the Respondent, to which they are not entitled to even in the least.
- III. It is pertinent to mention that the Complainants have filed the instant complaint seeking the Delay Possession Charges from the Respondent herein, whereas the Complainants themselves are a defaulter and have miserably failed to make the payments of the outstanding even till the date of filing the instant complaint. Admittedly, as per the Complainants and facts stated in the body of the Complaint have paid a sum of Rs. 69,86,222.68/- out of the total sale consideration of Rs.68,74,753/-, whereas on a bare perusal of the Statements of Account it is evident that the Complainant has paid only a sum of Rs.67,05,925.51/- and an

amount of Rs.2,80,297.17/- has been adjusted in the account of complainant as Credit Notes.

- IV. That the Complainant herein in the year 2021 being in search of an independent floor, learned about the project titled '*Signature Global City 81*' at Sector 81, Gurugram (*hereinafter referred to as 'Project'*) being developed by the Respondent. That on 19.09.2021, the complainant applied for allotment of a unit in the project of the Respondent vide application no. BAAP/00047/21-22. Pursuant to the application for allotment, an independent floor was allotted vide Provisional Allotment letter dated 19.09.2021 to the complainant bearing Unit No. 81-D53-B-3F in Block- B, on the 3rd floor having carpet area of 546.12 sq. ft. along with the basement/stilt parking (if the applicable charges have been paid).
- V. That on 21.10.2021, an Agreement to Sell (*hereinafter referred to as 'Agreement'*), was executed for the said unit having a Sale Price of Rs.68,74,753/-, excluding all other charges, taxes, etc. as mentioned and agreed by the Complainant under the Agreement. It is to note, that the said Agreement was signed by the Complainant voluntarily with free will and consent without any demur.
- VI. That it is submitted that the Complainant had applied for the allotment of the unit only after conducting their own due diligence, verification was done, and post being fully satisfied with the Project. That as per the provision of *Clause 7.1 of the Agreement*, the possession of the unit was proposed to be offered by 28th February unless there is a delay or failure due to force majeure events.
- VII. It is submitted that the Hon'ble High Court of Punjab and Haryana, Chandigarh in a recent judgement/order dated 24.12.2025 in RERA-APPL-92-2025 and other similar connected matters, has accepted the

arguments and submissions advanced on behalf of the Company/Developer with respect to the impact of the second wave of COVID-19, granting the benefit of an additional period of three months, as well as the Orders passed by Hon'ble Supreme Court, Government Authorities, National Green Tribunal (NGT) wherein the construction in the National Capital area has been stayed/banned from time to time and has remanded the matters to the Hon'ble Haryana Real Estate Appellate Tribunal (HREAT) for fresh consideration in view of the "force majeure" clause contained in the Builder Buyer Agreement/Agreement for Sale as parties are governed by the Builder Buyer Agreement/Agreement for Sale and the clauses therein.

- VIII. It is pertinent to mention that in lieu of the aforementioned judgment passed by the Hon'ble High Court of Punjab and Haryana, at Chandigarh the Company is entitled for the extension of the time period for handing over the possession of the unit on account of Force Majeure events and circumstances.
- IX. Further, it is noteworthy to mention here that after the completion of the project and receiving the Occupancy Certificate on 05.09.2024, the possession was offered to the complainant vide offer of possession letter dated 16.09.2024 and the possession of the subject independent floor has been taken over by the Complainant, and a conveyance deed has been duly executed on 02.07.2025.
- X. That it is pertinent to mention here that the Complainant herein had defaulted in making the payment at various instances as per the Affordable Housing policy and the schedule of payment as agreed under the Agreement. The majority of times, the payment from the Complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the Complainant as per



the Policy. The same is evident from the Statement of Account wherein the payment entries show that at various occasions, the Complainant had accrued late payment charges of Rs.38,167.36/-.

- XI. That the Complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the Respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the Agreement, is subject to various *force majeure* circumstances and thus, the Respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the Complainant that the project is delayed is false and frivolous as the occupation certificate has been obtained and possession has been duly handed over to the Complainant.
- XII. It is evident that the entire case of the Complainant is nothing but a web of lies, false and frivolous allegations made against the Respondent. That it is brought to the knowledge of the Authority that the Complainant is trying to hoodwink the Authority by placing untrue facts and attempting to hide the true colour of intention.
- XIII. That there exists no cause of action as much as in favour of the Complainant or against the Respondent, and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove.
- XIV. Hence, the present complaint under reply is liable to be dismissed with costs for wasting the precious time and resources of the Ld. Authority. The present complaint is an utter abuse of the process of law and hence deserves to be dismissed.

11. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

12. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

14. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainants.

F.I Direct the respondent to pay delay possession charges along with interest.

F.II Direct the respondent to handover physical possession of the Flat No. 81-D53-B-3F in Block B having carpet area of 546.12 Sq. Feet on 3rd Floor along with Parking.

16. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

17. Clause 7.1 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

7.1 *The promoter agrees and understands that timely delivery of possession is the essence of the Agreement. The Promoter assures to handover possession by 30th June 2023 for the*

plot nature of project and 28th February 2024 for floor nature of project unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions, etc, affecting the regular development of the real estate project.

18. Admissibility of delay possession charges at prescribed rate of interest:

Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

19. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

20. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 13.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

21. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the

promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

22. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e.,10.80% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.

23. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 7.1 of the Apartment Buyer's Agreement dated 21.10.2021 executed between the parties, the possession of the subject apartment was to be delivered on or before 28.02.2024. However, the Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.

24. The respondent/promoter is directed to pay interest to the complainants on the amount paid by the complainants at the prescribed rate of 10.80% per annum, for every month of delay from the due date of possession i.e., 28.02.2024 till offer of possession i.e. 16.09.2024 plus two months, in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.
25. In Complaint No. 3812 of 2025 and Complaint No. 4673 of 2025, the respondent is directed to hand over possession of the subject unit to the Complainants/Allottees, upon payment of outstanding dues, if any. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainants, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.

G. Directions of the Authority

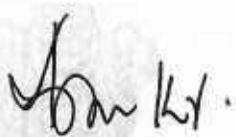
26. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent/promoter is hereby directed to pay interest to the complainants on the amount paid by the complainants at the prescribed rate of 10.80% per annum, for every month of delay from the due date of possession i.e., 28.02.2024 till offer of possession i.e., 16.09.2024 plus two months in terms of Section 18(1) of the Real

Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Rules.

- ii. The arrears of such interest accrued from 16.09.2024 till the date of order by the authority shall be paid by the respondent/promoter to the complainants within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- iii. The complainants are also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. In complaint no. 3812 of 2025 and 4673 of 2025 the respondent is directed to hand over possession of the subject unit to the Complainants/Allottees, upon payment of outstanding dues, if any. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainants, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.

- vi. The respondent/promoter shall not charge anything from the complainants which is not the part of the buyer's agreement.
27. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
28. The complaint and application, if any, stands disposed of.
29. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026



HARERA
GURUGRAM