

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

**Complaint no.:** 5301 of 2024  
**Date of filing:** 05.11.2024  
**Date of decision:** 07.04.2026

Sanjay Singh

R/o: B-24,, Plot No. 21, Sector 21

Ratnakar Apartments, Dwarka, Delhi

**Complainant**

Versus

M/s Magic Eye Developers Private Limited

Registered office at: GF 09, M-6, Plaza, Jasola,

District Centre, Jasola, New Delhi, 110025

**Respondent**

**CORAM:**

Sh. Arun Kumar

**Chairman**

**APPEARANCE:**

Sushil Puri (Advocate)

Complainant

None

Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 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 allottee as per the agreement for sale executed inter se.

#### A. Unit and project related details

2. 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Plaza at Sec-106" Sector-106, Gurugram
2.	Project area	3.725 acres
3.	Nature of project	Commercial Project
4.	REERA registered/not registered	Registered vide no. 72 of 2017 dated 21.08.2017 valid up to 31.12.2021
5.	DTCP License no.	65 of 2012 dated 21.06.2012 valid up to 21.06.2022
6.	Name of licensee	Magic Eye Developers Private Limited
7.	Shop no.	Unit No.14, Ground Floor, Tower- C (As per page no. 96 of the complaint)
8.	Shop measuring	850 sq. ft. (super area) & 386 sq. ft. (carpet area) (As per page no. 96 of the complaint)

9.	Welcome letter	22.03.2019 (As per page no. 72 of the complaint)
10.	Date of execution of Agreement	08.07.2019 (As per page no.77 of the complaint)
11.	Possession clause	<p><b>7. Possession of the unit</b>  <b>7.1 Schedule for possession of the unit-</b> <i>The promoter agrees and understands that timely delivery of possession of the unit to the allottee is the essence of the agreement. The promoter based on the approved plans and specifications assures to handover possession of the unit by the date mentioned at Sr. no. 20 in schedule A unless there is delay due to force majeure conditions. If, However, the completion of the project is delayed due to the force majeure conditions then the allottee agrees that the promoter shall be entitled to the extension of time for delivery of the possession of the unit, provided that such force majeure conditions are not of a nature which make it possible for the contract to be implemented.....</i></p> <p>(As per page no. 84 of the complaint)</p>
12.	Commitment charges	<p>Clause 9.of schedule C of BBA</p> <p>Commitment Charges: Irrespective of anything contrary contained in</p>

*the body of agreement, Promoter shall (through WTC Noida Development Company Private Limited or otherwise) be entitled to grant long/short term lease/license of unit to appropriate tenant/user for such tenure (which may be even beyond the committed period) and other terms and conditions, which promoter/WTC Noida Development Company Private Limited may deem fit and proper as per prevailing market conditions Non-Lockable Units will be rented out either by promoter or representative body of allottees of non-lockable Unit along with other adjoining units. Promoter has committed that allottee shall get a minimum of following amount from sub-leasing/renting of unit for a period of **Thirty Six Months (i.e., committed period) with effect from date of offer of possession of unit by promoter.***

***If Unit is a Retail Unit and is situated on Ground Floor: Rs.81/- (Rupees Eighty One Only) per month per square feet of super area of Unit (inclusive of all Taxes). In case, during the committed period, rent realized from sub-leasing of unit is less than the aforesaid amount, promoter shall pay the shortfall to allottee as commitment charge. After the end of committed period promoter shall not be liable to pay any money to allottee and allottee shall be entitled to actual proportionate monthly rent paid by tenant.***

**If Unit is a Retail Unit and is situated on First Floor: Rs.73/- (Rupees Seventy Three Only) per month per square feet of super area of Unit (inclusive of all Taxes). In case, during the committed period, rent realized from sub-leasing of unit is less than the aforesaid amount, promoter shall pay the shortfall to allottee as commitment charge. After the end of committed period promoter shall not be liable to pay any money to allottee and allottee shall be entitled to actual proportionate monthly rent paid by tenant**

**If Unit is Lockable Studio Unit: Rs.30/- (Rupees Thirty Only) per month per square feet of super area (inclusive of all Taxes) + 50% of rent/user charges paid by Lessees/Licensees for the unit. Balance 50% of actual rent/user charges paid by Lessee/Licensee during committed period shall belong to Promoter/Managing Entity. After the end of committed period, allottee shall be entitled to its complete rent paid by Lessee/Licensee. Subject to Lease/License already granted by promoter/promoter's nominee, allottee shall have to right to himself use/grant lease/license of Unit to appropriate person.**

*All payments shall be made on monthly basis after deduction of TDS. Commitment Charges shall be payable only if allottee has made payment of his all dues to Promoter within 30 days from the date of*

		<p><i>receipt of offer of possession. Promoter shall be entitled to adjust its dues, if any, from the commitment charges.</i></p> <p><i>In case allottees create any hindrance in renting of such units by promoter or decline to avail the renting opportunity available with promoter, promoter shall stand discharged of its obligation of payment of commitment charges to allottee</i></p> <p>(As per page no. 105-106 of the complaint)</p>
13.	Due date of possession	<p>30.06.2022  (31.12.2021 As per RERA registration plus 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020)</p>
14.	Total sale consideration	<p>Rs.81,82,100/-  (As per payment plan on page no. 73 of the complaint)</p>
15.	Total amount paid by the complainant	<p>Rs.38,08,000/-  (As per offer of possession on page no. 108 of the complaint)</p>
16.	Occupation certificate	<p>28.11.2019  (As per page no. 108 of the complaint)</p>
17.	Offer of possession	<p>27.12.2019  (As per page no. 108 of the complaint)</p>

18.	Legal Notice for payment of remaining commitment charges and assured minimal rental charges and interest	07.10.2024 (As per page no. 10 of the complaint)
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**B. Facts of the complaint**

3. The complainant has submitted as under:

- I. That That the respondent owned a piece of land admeasuring 3.725 Acres on which they constructed a commercial project namely "PLAZA at 106-1" situated at Sector – 106, Gurgaon after obtaining license from DTCP bearing no. 65 of 2012 dated 21.06.2012. The said project is also registered with RERA bearing Registration no. 72 of 2017 dated 21.08.2017.
- II. That the complainant purchased a non-lockable retail shop no. - 14, measuring 850 square feet super area (carpet area of 386 square feet) at ground floor of tower c in the commercial project known as plaza at Sector – 106 - 1, Sector – 106, Gurugram.
- III. That the respondent though its 'Channel Partners' M/s Investor Home Solutions signed and accepted the booking form along with its agreed terms and conditions. A cheque no. 164374 dated 27.02.2019 for Rs. 2,24,000/- was received from complainant as booking amount and payment receipt was issued by respondent on 22.03.2019.
- IV. That between booking the shop and signing of developer buyer agreement (dba) or 'agreement', with the schedule - c - payment plan called down payment plan (5% discount), the respondent issued to complainant allotment letter, customer id, demand letters and issued three (3) payments receipts for a total amount of Rs. 5,61,600/- paid by complainant from time to time.

- V. That a permission to mortgage dated 22.05.2019 was granted by respondent to PNB Housing Finance Ltd., to extend loan / financial assistance to complainant to buy the shop in question .A consent letter no. 5053 dated 24.05.2019 is issued by M/s Vista ITCL to the respondent to execute an agreement to sell with the customers of the project 'The Plaza at 106' .
- VI. That a total of Rs. 32,46,400/- was paid by the complainant between 27.05.2029 to 23.08.2019 and the same was acknowledged by respondent through his three (3) official receipts -
- VII. That apart from what has been detailed above, all the terms and conditions of the sale / purchase of said property have been reiterated and detailed in the 'developer buyer agreement (dba)' between complainant and respondent which was signed and registered vide entry no. 4181 on 08.07.2019 and a copy thereof was sent by respondent to complainant, also included following main terms and conditions of the purchase of property .
- VIII. That the respondent through a letter dated 27.12.2019 sent to complainant a 'demand cum offer of possession' claiming to have received 'occupation certificate' from the concerned government authorities on 28.11.2019. The letter also asked the complainant to pay (after deducting the already paid amount of Rs. 38,08,000/-) the entire outstanding payment of Rs. 44,21,632/-.
- IX. That the respondent had wrongly charged GST on External Development Charges (Rs. 43,452/-) and Internal Development Charges (Rs. 4,080/-). Both being government levies and therefore are not subject to levy of GST, complainant pointed it out and after acceptance of the error by respondent, complainant paid the correct

- outstanding of Rs. 43,39,336/- between 15.01.2020 to 05.02.2020 duly acknowledged vide their four (4) money receipts.
- X. That on 07-03-2020, immediately after collecting the entire payment for the shop, the respondent quickly sends a letter to complainant stating that since they are working on finalizing leasing arrangements, therefore payment of commitment charges was to be start effective 28-11-2019, will now start effective 01-06-2020.
- XI. That on 24.03.2020, Covid 19 nationwide lockdown announced by the Central Government. A TDS Certificate for Rs. 73,661/- issued by the complainant in Form 16B for the amount deducted and deposited @ 1% of Rs. 73,66,100/- paid to respondent excluding the applicable GST on Basic Sales Price of Rs. 68,00,000/-. TDS was deposited on 01.02.2020, however certificate for the same was issued on 27.07.2020 -
- XII. That a final payment of Rs. 11,564/- through NEFT no. 20016960468 dated 18.07.2010 was made by complainant to respondent, which was duly acknowledged vide his official receipt no. 00678/20-21 DT. 20.07.2020.
- XIII. That during May 2020, due to spread of Covid 19 pandemic, Government of India through its different limbs issued various circulars, notifications and guidelines granting relief to different business segments including real estate. The respondent soon could sense another good opportunity, who have already been in default of not making payment of commitment charges which became due as per clause 10 to schedule c to the dba, again tried to take shelter of Covid 19 and quickly sends an email communication dated June 1, 2020, to complainant titled 'Important communication' through which once

again 'announced' unilaterally and arbitrarily further postponement of payment of commitment charges till June 2021.

- XIV. That on careful reading of the government circulars, notifications and guidelines issued through its various limbs, respondent soon realized that the conditions under which invocation of Force Majeure clause was allowed did not cover situations like payment of commitment charges to complainant therefore respondent once again changes gears and announced that 'despite very difficult market conditions' and 'in consultation with their channel partners' and keeping in mind the interests of complainant on July 14, 2020 sends another letter titled 'Important Communication' that they will start paying commitment charges effective June 1, 2020 @ 50% of the agreed rate but for 48 months. This was nothing but a desperate attempt on the part of respondent to somehow take benefit in the name of Covid 19 assuming that the complainant will either not raise any objection as they may not be aware of details of reliefs granted by the government or as they are not connected with each other, no worthwhile protest is expected.
- XV. That That APPENDIX - D at (Page No. 28 of the Complaint), shows that a total payment of Rs. 82,32,561/- made against the total sales consideration of Rs. 81,82,100/- thereby making an excess payment of Rs. 50,461/-, which is basically on account of wrongly charged GST on External Development Charges (EDC) of Rs. 43, 452/-) and Internal Development Charges (IDC) of Rs. 4,080/- and Rs. 2,929/- towards a calculation error). It is worthwhile to note that the demand cum offer of possession dated 27.12.2019 showed total sales consideration to be Rs. 82,29,632/- including wrongly charged GST of on EDC as well as IDC of Rs. 47,532/-. It therefore proves that the respondent wrongly asked

complainant to pay a wrong demand and not aware of applicability of GST, the complainant paid the same under good faith. Therefore, an excess paid amount of Rs. 50,461/- must be refunded back by respondent to the complainant.

- XVI. That in any case the respondent was under contractual obligation to have proactively put in place leasing agreements with potential retail brands ideally before (in anticipation of receiving the Occupation Certificate soon) the offer of possession was made (refer clause 9 of Schedule C to Agreement) but he did nothing to finalize any such arrangement in time and in fact till today i.e., October 2024, nothing has been done by respondent in this regard. The entire project even after 4 years and 10 months of offer of possession still looks completely deserted without even a single leased shop operating out from there. This clearly shows that the respondent's intention was clearly never to fulfill any of his commitments made in our written agreements.
- XVII. That in blatant violation of terms and conditions of DBA and ignoring strong protests and rejections by complainant, Respondent started paying commitment charges @ 50% of originally agreed amount effective 01.06.2020 and continued it till 31-10-2022. The last monthly instalment of 50% commitment charges was paid to complainant on 14.02.2023, which pertained to the month of October 2022.
- XVIII. That in the interim, upon complainant's consistent and repeated requests through emails along with an agenda of issues to discuss with MD of the company, they were ultimately granted a meeting on 21.04.2023 in the office of respondent, which was attended by 7 - 8 shop and studio apartment owners to discuss multiple issues such as delayed payment of commitment charges, absence of any serious efforts for

leasing of most of the shops lying vacant, handover of keys with physical possession of certain shops and the issue of stack parking, the meeting was attended by senior officials of the respondent company namely Mr. Anil Kohli, Chief Revenue Officer, complainant was told as follows:

- a. The respondent is working on making leasing arrangements and will soon revert back with a few proposals.
- b. The respondent has decided that whatever commitment charges were being paid till now will also be stopped immediately as company cannot continue to pay it from its own pocket for the idle lying shops. In nut shell it said as follows::
- c. Commitment charges of any nature including whatever stands outstanding on that day is being stopped by the respondent as they cannot be expected to continue paying it from their own pocket.
- d. Such a surprising communication all of a sudden meant another betrayal by respondent on yet another illogical reasoning, as the same is a written condition of this purchase of shop as per agreement. complainant felt not only outraged, cheated and frauded once again.
- e. This also meant respondent has no respect for any written agreement or applicable law in force.

XIX. That this actually established beyond any doubt that the intentions of respondent from very beginning have never been truthful, above board or trustworthy but they have actually been resorting to cheating and fraud with the complainant by making false promises, written agreements without any sense of respect for any law or intention to abide by terms and conditions of the Agreement.

- XX. That the respondent, out of a total due commitment charges of Rs. 24,78,600/- payable in 36 months has paid only Rs. 9,98,326/- till date leaving an unpaid amount of Rs. 14,80,274/- to the complainant. As explained earlier complainant is liable to pay a huge EMI against the loan taken for purchase of this property and non-fulfillment of agreed terms of the DBA, complainant is facing an unprecedented financial stress therefore unable to get the necessary conveyance deed executed.
- XXI. That after having exhausted every possible request, follow up and legally possible argument, the complainant decided to send a legal notice to respondent on 07.10.2024 asking him to comply with his legally binding contractual obligations but the respondent has chosen to ignore the same too. In consequence, the complainant has filed this complaint seeking relief as detailed later in this complaint.

### **C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):
- i. Direct the respondent to immediately pay commitment charges not paid or short paid amounting to Rs.14,80,274/- along with applicable interest thereon for period of delay till the date of its actual payment.
  - ii. Direct the respondent to refund a sum of Rs.48,380/- excess paid towards GST on EDC and IDC wrongly charges by respondent.
  - iii. Direct the respondent to pay a sum of Rs.1,00,000/- towards the cost of legal notice and litigation costs and compensation.
5. On the date of hearing, the authority explained to the respondents/promoters 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.

6. Despite due service of notice, no reply has been received from the respondent with regard to the present complaint and also none has put in appearance on its behalf before the Authority. In view of the above, the defence of the respondent is struck off.
7. All other averments made in the complaints were denied in toto.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

#### **D. Jurisdiction of the authority**

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

##### **D. I Territorial jurisdiction**

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.

##### **D. II Subject-matter jurisdiction**

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

*Section 11(4)(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.*

10. 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.

### **E. Findings on the relief sought by the complainant:**

**E.I Direct the respondent to immediately pay commitment charges not paid or short paid amounting to Rs.14,80,274/- along with applicable interest thereon for period of delay till the date of its actual payment.**

11. In the present matter the complainant was provisionally allotted a shop on 22.03.2019 shop bearing no. Shop no. 14, Ground floor, Tower-C in the project namely The Plaza located in sector 106, Gurugram. The buyer's agreement was executed on 08.07.2019 and the complainant started paying the amount due against the allotted unit and paid a sum of ₹38,08,000/- for a total sale consideration of ₹81,82,100/-. As per clause 9 of schedule C of the agreement dated 22.30.2019 it was promised and assured to the complainant if unit is a retail unit and is situated on Ground Floor @₹81/- per month per square feet of super area of unit (inclusive of all Taxes) for a period of thirty six months (i.e., committed period) with

effect from date of offer of possession of unit by promoter. The relevant portion of clause 9 of Schedule C has been reproduced below for the ready reference:

*Clause 9 of schedule C of BBA*

*Commitment Charges: Irrespective of anything contrary contained in the body of agreement, Promoter shall (through WTC Noida Development Company Private Limited or otherwise) be entitled to grant long/short term lease/license of unit to appropriate tenant/user for such tenure (which may be even beyond the committed period) and other terms and conditions, which promoter/WTC Noida Development Company Private Limited may deem fit and proper as per prevailing market conditions Non-Lockable Units will be rented out either by promoter or representative body of allottees of non-lockable Unit along with other adjoining units. Promoter has committed that allottee shall get a minimum of following amount from sub-leasing/renting of unit for a period of **Thirty Six Months (i.e., committed period) with effect from date of offer of possession of unit by promoter.***

*If Unit is a Retail Unit and is situated on Ground Floor: Rs. 81/- (Rupees Eighty One Only) per month per square feet of super area of Unit (inclusive of all Taxes). In case, during the committed period, rent realized from sub-leasing of unit is less than the aforesaid amount, promoter shall pay the shortfall to allottee as commitment charge. After the end of committed period promoter shall not be liable to pay any money to allottee and allottee shall be entitled to actual proportionate monthly rent paid by tenant.*

12. Further as per section 11(4)(a) of the Act of 2016, the promoter is responsible for all obligations and responsibilities as per the provisions of the Act or the terms agreed as per agreement for sale. The relevant portion of section 11(4)(a) is reproduced below:

*(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 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:*

*Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of*

*section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.*

13. That on 07.03.2020, immediately after collecting the entire payment for the shop, the respondent quickly sends a letter to complainant stating that since they are working on finalizing leasing arrangements, therefore payment of commitment charges was to be start effective 28-11-2019, will now start effective 01-06-2020.

14. The Act of 2016 defines "agreement for sale" means an agreement entered into between the promoter and the allottee [Section 2(c)]. An agreement for sale is defined as an arrangement entered between the promoter and allottee with freewill and consent of both the parties. An agreement defines the rights and liabilities of both the parties i.e., promoter and the allottee and marks the start of new contractual relationship between them. This contractual relationship gives rise to future agreements and transactions between them. The different kinds of payment plans were in vogue and legal within the meaning of the agreement for sale. One of the integral part of this agreement is the transaction of commitment charges inter-se parties. Since the agreement defines the buyer-promoter relationship therefore, it can be said that the agreement for commitment charges between the promoter and allottee arises out of the same relationship. The provisions of section 11(4)(a) of the Act of 2016 provides that the promoter would be responsible for all the obligations under the Act as per the agreement for sale till the execution of conveyance deed of the unit in favour of the allottee.

15. That the respondent started paying commitment charges @ 50% of originally agreed amount effective 01.06.2020 and continued it till 31.10.2022. The last monthly instalment of 50% commitment charges was

paid to complainant on 14.02.2023, which pertained to the month of October 2022.

16. The complainant in its complaint has stated that , the payment of commitment charges was to be start effective 28-11-2019, will now start effective 01.06. 2020. Therefore, the commitment charges are to be paid in terms letter dated 07.03.2020 agreed by the parties. Accordingly, the authority hereby directs the respondent to pay the commitment charges to the complainant at Rs.81/- per month per square feet of super area of unit for a period of three years from 01.06.2020 after adjusting the amount already paid by the respondent to the complainant on account of committed charges within 90 days from the date of this order.

**E.II Direct the respondent to refund a sum of Rs.48,380/- excess paid towards GST on EDC and IDC wrongly charges by respondent.**

17. The possession in the present case was offered on 27.12.2019 and the due date was 30.06.2022. In the present case the due date of possession is after 01.07.2017 i.e., date of coming into force of GST, the builder is entitled for charging GST but builder has to pass the benefit of input tax credit to the buyer. That in the event the respondent-promoter has not passed the benefit of ITC to the buyers of the unit which is in contravention to the provisions of section 171(1) of the HGST Act, 2017 and has thus committed an offence as per the provisions of section 171 (3A) of the above Act. The allottee shall be at liberty to approach the State Screening Committee Haryana for initiating proceedings under section 171 of the HGST Act against the respondent-promoter. The concerned SGST Commissioner is advised to take necessary action to ensure that the benefit of ITC is passed on to the allottee in future.
18. The final tax liability is to be re-fixed after considering the benefit u/s 171 of the SGST/CGST Act. However, the respondent-promoter shall not recover the amount charged towards GST from the allottee till the final calculation by the

profiteering committee is provided and shall be payable only till the due date of possession subject to the decision and calculation of the profiteering committee.

**E.III Direct the respondent to pay a sum of Rs.1,00,000/- towards the cost of legal notice and litigation costs and compensation.**

19. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357 held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

**F. Directions of the Authority:**

20. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:


- i. The authority hereby directs the respondent to pay the commitment charges to the complainant at Rs.81/- per month per square feet of super area of unit for a period of three years from 01.06.2020 (after adjusting the amount already paid by the respondents on account of said charges within 90 days from the date of this order.

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

21. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

22. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.

23. Files be consigned to the registry.



(Arun Kumar)

**Chairman**

**Haryana Real Estate Regulatory Authority,  
Gurugram**

**Dated: 07.04.2026**

HARERA  
GURUGRAM