

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	3643 of 2021
Order reserved on:	08.08.2023
Date of pronouncement:	17.11.2023

- 1. Rajesh Chand Jain
- 2. Gaurav Jain
- Kamlesh Jain
 All RR/o Hno. 343, Sector 14, Sonepat, Haryana-131001

Complainants

Versus

Pareena Infrastructures Pvt. Ltd.

Office address: C-(7A), 2nd floor, Omaxe City Centre, Sohna Road, Gurugram-122103

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Shri Harish Batra Shri Prashant Sheoran Complainants Respondent

ORDER

1. The present complaint dated 09.09.2021 has been filed by the complainants/allottees 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 as provided 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:

S.N.	Particulars	Details	
1.	Name and location of the project	"Coban Residences", sector-99, Gurgaon	
2.	Nature of the project	Group Housing Project	
3.	Project area	10.5875 acres	
4.	DTCP license no.	10 of 2013 dated 12.03.2013 valid up to 11.06.2024	
5.	Name of licensee	Monex Infrastructure Pvt. Ltd.	
6.	RERA Registered/ not Registered registered Vide no. 35 of 2020 issued on 16.10.2 valid up to 11.03.2024 + 6 mont 11.09.2024		
7.	Unit no.	801, 8th Floor, Tower T-1 [Page 16 of complaint]	
8.	Unit admeasuring area	measuring area 1997 sq. ft. of super area [Page 16 of complaint]	
9,	Allotment letter	N/A	
10.	Date of builder buyer agreement	17.04.2014 [page 14 of complaint]	



11.	Possession clause	3.1 That the developer shall, under normal conditions, subject to force majeure, complete construction of Tower/Building in which the said flat is to be located with 4 years of the start of construction or execution of this Agreement whichever is later, as per the said plans Emphasis supplied		
12.	Date of start of			
	construction	[page 52 of complaint]		
13.	Due date of possession	16.10.2018 [Calculated from date of construction i.e., 16.10.2014 being later]		
14.	Total sale consideration	₹ 1,27,80,414/- (excluding service tax) [as per payment schedule on page 39 of the complaint]		
15.	Total amount paid by the	₹ 56,29,470/-		
	complainant	Out of which ₹ 21,54,000/- was credited by the respondent in lieu of the request		
		letter dated 08.02.2016 by Anil Kumar		
		(allottee of unit no. T1-202) to adjust the amount paid by him against the subject unit of complainants.		
		[as per reminder dated 24.01.2017 page 52 of the complaint]		
16.	Occupation certificate	N/A		
17.	Demand Letters	01.10.2014, 03.08.2015, 05.01.2021		



18.	Reminder Letters	11.11.2014,	11.12.2014,	02.01.2015,
		04.02.2015,	25.04.2015,	21.05.2015,
		29.09.2015, 03.11.2015, 24.11.2015		
17.	Cancellation Letter	23.10.2021		
		[page 185 of reply]		

B. Facts of the complaint

- The complainants have pleaded the complaint on the following facts:
 - a. That the complainants booked an apartment no. T-1/801, 8th Floor admeasuring 1997 sq. ft. (the "Unit") in the project "Coban Residences", Garhi Harsaru Road Village Gopalpur, Sector-99A, Gurugram-122006, Haryana and hence is an allottee under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016.
 - b. That the respondents had advertised the project in "Times Property" on 27th July 2013. The project name was advertised and communicated as "COBAN RESIDENCES". The complainant showed interest in the project and consequently booked a unit in the project with high hopes and aspirations of owning it and the complainant received an intimation of the above mentioned scheduled launch from respondent via undated letter for application towards provisional booking and accordingly the buyer's agreement (the "agreement") was executed between the parties on 17.04.2013. As per clause 3.1 of the said agreement, the respondent was obliged to complete the construction of the tower/building, i.e., tower T1 within a period of 4 years of the start of construction or execution of this agreement whichever is later. The date of start of



- construction being 16.10.2014, the due date of delivery of possession is 16.10.2018.
- c. That 02.07.2016, the complainant had paid the total sum of ₹ 56,29,470/- as per the "Reminder Letter-2" Invoice dated 02.11.2016 (print date 24.01.2017) out of total basic price of ₹ 1,03,82,802/- which is exclusive of EDC & IDC, IFMS, CMC with respect to the unit in question.
- d. That irrespective of having paid a substantial amount of money, the unit has not been handed over to the complainants even after almost three years from the due date i.e., 16.10.2018. Hence, the possession is delayed by almost three years. The respondent has miserably failed to stand up to the duties and obligations casted upon it by the Act, the rules and regulations thereunder and the agreement.
 - e. That the conduct of the respondent has been *malafide* since the very beginning, as is also evident by the fact that the confirmation to the application for provisional allotment was made to be executed by the respondent without providing any details of the prospective unit, its price or even the date of such provisional allotment and other details whatsoever, as is evident from the letter towards provisional booking annexed herewith. That it is suggested that the creation of such ambiguities was with the intent to allow the respondents to be flexible with any changes in the booking.
 - f. That the *malafide* conduct of the respondent needs to be highlighted by the fact that the respondent had taken a sum of ₹ 21,53,559/- before the agreement was executed on 17.04.2014.



The sum paid is more than 20% of the basic price of the apartment/unit which is in grave violation of the section 13 of the Act. The amount is reflected in the "reminder letter-2" dated 02.11.2016 and the "agreement" dated 17.04.2014.

- That the obligation of the complainant to make the remaining payment arises upon the due completion of the development and construction of the unit, however, the respondents without reaching the same had time and again made wrongful and unlawful demands on the complainant. That the complainant had (has) no obligation to make the payment of any such wrongful and unlawful and is only required to pay as per the agreement and not upon whims and fancies of the respondents. That paying absolutely no heed to the requests and inquiries of the complainant, keeping the complainant in the dark, and unjustifiably, unilaterally, wrongfully, unlawfully, and unreasonably making demands from the complainant, the respondents had put the complainant through grave misery and trauma. Upon non-compliance of such unjustifiable, unilateral, wrongful, unlawful, and unreasonable demands, the respondents wrongfully and unilaterally executed a pre-cancellation letter dated 10.06.2021 and made it against the terms of the agreement. That this act of the respondents is a grave violation of Section 11(5) of the Act.
- h. That after having paid a substantial amount, not just monies but more than 7 years of aspiration of owning a house, pre-cancellation letter dated 10.06.2021 which mentions forfeiting of earnest amount along with other non-refundable amounts for the unit



would gravely affect the complainants, both financially and mentally. That moreover, it has to be noted that mere issuance of pre-cancellation letter cannot be termed as cancellation as no money was paid towards the same.

 That the respondents have made extensive delayed in the delivery of possession of unit and leads to the violation of Section 11(4), 18(1), and 18(3) of the Act, hence, the present complaint.

C. Relief sought by the complainants:

- 4. The complainants have sought following reliefs:
 - Refund entire amount paid by the complainant along with the interest.
 - b. Cost of litigation- ₹ 1,25,000/-...
- On the date of hearing, the authority explained to the respondent/promoter about the contravention 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.

- 6. The respondent has contested the complaint on the following grounds:
 - a. That the respondent is in the process of developing several residential group housing colonies in Gurugram, out of them one is "Coban Residences" at Sector 99A.
 - b. That the respondent continues to bonafidey develop the project in question despite of there being various instances of non-payments of installments by various allottees. This clearly shows unwavering commitment on the part of the respondent to complete the project. Yet, various frivolous petitions, such as the present one seriously



hampers the capability of the respondent to deliver the project as soon as possible. The amounts which were realized from the complainants have already been spent in the development work of the proposed project. On the other hand the respondent is still ready to deliver the unit in question of this due completion to the complainant, of course, subject to payment of due installments and charges.

- c. It is crystal clear that over a period of time numerous allottees have defaulted in their payments at the relevant stages of construction and it is not possible to construct with inadequate funds. Thus the situation of non -payment of amount by the allottees is beyond the control of respondent. It is submitted that even in the apartment buyer agreement it was stated that period of 4 years was subjected to normal conditions and force majeure and with any stretch of imagination situations faced by respondents are not normal. It is submitted that if we go through table given above more than 30% payment was not received by the respondents yet the work at the site is completed approximately 80 to 90 percent. That it is the faults of those allottees who had committed defaults and respondent should not be made to suffer for the same.
- d. That other than above stated factor there are lots of other reason which either hamper the progress of construction or in many cases complete stoppage of construction work. NGT orders for prohibition of construction activity time to time from year 2016 to 2018 the aforesaid ban affected the supply of raw materials as most of the



- contractors/ building material suppliers used diesel vehicles more than 10 years old.
- e. Environment Pollution (Prevention and Control) Authority had directed to closure of all brick kilns, stone crushers, hot mix plants etc. with effect from 7th of November 2017 till further notice. Haryana State Pollution Control Board, Panchkula had passed the order dated 29th of October 2018 in furtherance of directions of Environment Pollution (Prevention and Control) Authority dated 27th of October 2018. By virtue of order dated 29th of October 2018 all construction activities involving excavation, civil construction (excluding internal finishing/work where no construction material was used) were directed to remain closed in Delhi and other NCR Districts from 1st to 10th November 2018.
- f. Commissioner, Municipal Corporation, Gurugram had passed order dated 11th of October 2019 whereby construction activity had been prohibited from 11th of October 2019 to 31st of December 2019. It was specifically mentioned in the aforesaid order that construction activity would be completely stopped during this period.
- g. The Hon'ble supreme court in Nov 2019 wherein it was ordered that with respect to demolition and construction activities we direct that no demolition and construction activities take place in Delhi and NCR region.
- h. That the situation of COVID pandemic is in the knowledge of everyone, that since march 2020 till now our country has seen mass migration of laborers, complete lockdown in whole of the country, curfews and several other restrictions. That present situation



seriously hampers the construction progress in real estate sector. That from march 2020 till now, there have been several months where construction work was completely stopped either due to nationwide lock down or regional restrictions, that metro cities like Gurgaon and Delhi suffered from a major outburst of COVID cases and deaths in such a number which can't be comprehended.

- i. That the Builder Buyer Agreement was executed between the parties on 17-04-2014. However, certain extremely important facts were concealed by the complainant while drafting the present complaint. That the complainant have intentionally provided details of payments only but concealed the facts whether the payments were made on time or not or whether the complainant actually have paid an amount of ₹ 56,29,470/- as stated in complaint.
- in That complainant intentionally concealed the facts that only an amount of ₹ 34,75,470/- was paid by the complainants and it was wrongly asserted by the complainants that they have paid an amount of ₹ 56,29,470/-. That complainant had intentionally did not placed payments receipts to prove the fact of payment of ₹ 56,29,470/- by them. That though it is correct that annexure B was sent to the complainant by the respondent and it was written in the said demand letter that an amount has been ₹ 56,29,470/- has been paid by the complainant but out of said amount ₹ 21,54,000/- not paid by the complainants, rather it was credited in the account of complainants by the respondent. Without prejudice to the rights of respondent it is submitted that when said amount was not paid by complainants, they have no right to seek refund of the same.



- k. It is clear that complainant never paid amount after execution of apartment buyer agreement, even after receiving numerous demand letters from the respondent at respective stage of construction. It is submitted that RERA is based on principles of natural justice and equity and these principles applies both to allottee and developer alike. It is further submitted that RERA does not give absolute right to allottee to seek refund if in standard time project is not completed. It is submitted that allottee rights are governed through their duties and if they failed to fulfill their duties, than they have no right to seek refund. That none is allowed to take benefit of their own mistake.
- Copies of all the documents have been filed and placed on record. The
 authenticity is not in dispute. Hence, the complaint can be decided on
 the basis of theses undisputed documents.

E. Jurisdiction of the authority

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

E.I. Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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

10. 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.

- 11. 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 as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
- 12. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors." SCC Online SC 1044 decided on 11.11.2021 wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the



amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

13. Furthermore, the said view has been reiterated by the Division Bench of Hon'ble Punjab and Haryana High Court in "Ramprastha Promoter and Developers Pvt. Ltd. Versus Union of India and others dated 13.01.2022 in CWP bearing no. 6688 of 2021. The relevant paras of the above said judgment reads as under:

"23) The Supreme Court has already decided on the issue pertaining to the competence/power of the Authority to direct refund of the amount, interest on the refund amount and/or directing payment of interest for delayed delivery of possession or penalty and interest thereupon being within the jurisdiction of the Authority under Section 31 of the 2016 Act. Hence any provision to the contrary under the Rules would be inconsequential. The Supreme Court having ruled on the competence of the Authority and maintainability of the complaint before the Authority under Section 31 of the Act, there is, thus, no occasion to enter into the scope of submission of the complaint under Rule 28 and/or Rule 29 of the Rules of 2017.

24) The substantive provision of the Act having been interpreted by the Supreme Court, the Rules have to be in tandem with the substantive Act.

25) In light of the pronouncement of the Supreme Court in the matter of M/s Newtech Promoters (supra), the submission of the petitioner to await outcome of the SLP filed against the judgment in CWP No.38144 of 2018, passed by this Court, fails to impress upon us. The counsel representing the parties very fairly concede that the issue in question has already been decided by the Supreme Court. The prayer made in the complaint as extracted in the impugned orders by the Real Estate Regulatory Authority fall within the relief pertaining to refund of the amount; interest on the refund amount or directing payment of



interest for delayed delivery of possession. The power of adjudication and determination for the said relief is conferred upon the Regulatory Authority itself and not upon the Adjudicating Officer."

- 14. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra), and the Division Bench of Hon'ble Punjab and Haryana High Court in "Ramprastha Promoter and Developers Pvt. Ltd. Versus Union of India and others. (supra), the authority has the jurisdiction to entertain a complaint seeking refund of the amount paid by allottees along with interest at the prescribed rate.
- F. Findings on the relief sought by the complainant.
 - G.I. Refund entire amount paid by the complainant along with the interest.
- "Coban Residences" at sector-99A, Gurugram. The buyer's agreement was executed between the parties on 17.04.2014. However, as per possession clause 3.1 of the buyer's agreement, the possession of the unit was to be handed over within 4 years from the date of start of construction or execution of the said agreement whichever is later. The due date of handing over of possession is calculated from the date of start of construction i.e., 16.10.2014 being later. Therefore, the due date for handing over of possession comes out to be 16.10.2018. Thereafter, on non-fulfillment of the terms and obligations of the promoter by the respondent, the complainant filed the complaint dated 09.09.2021 requesting refund of the paid amount along with interest with respect to the allotment of the unit in question but the respondent despite



refunding the amount paid by him illegally and arbitrarily cancelled the allotment and forfeited the amount paid by him vide cancellation letter dated 23.10.2021 after filing of the present complaint.

- 16. On consideration of the documents available on record and submissions made by both the parties, the authority is of the view that there has been a huge delay on the part of respondent in completing construction of the project in question. Further, the complainant filed the complaint dated 09.09.2021 for refund of the amount paid along with interest on account of non-completion of the project in due time as agreed between the parties vide buyer's agreement dated 17.04.2014. Subsequently, after filing of the complaint the unit in question was tactically cancelled and the paid-up amount has been illegally forfeited by it vide cancellation letter dated 23.10.2021. Therefore, the cancellation done by the respondent cannot be held valid in the eyes of the law.
- 17. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021. The relevant para is reproduced as under:

"....The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project......"



18. Further in the judgement of the Hon'ble Supreme Court of India in the cases of Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) RCR (c), 357 reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022, it was observed as under:

"25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

19. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a) of the Act. The promoter has failed to complete or is unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.



- 20. This is without prejudice to any other remedy available to the allottee including compensation for which allottee may file an application for adjudging compensation with the adjudicating officer under sections 71 and 72 read with section 31(1) of the Act of 2016.
- 21. Admissibility of refund along with prescribed rate of interest: The section 18 of the Act read with rule 15 of the rules provide that in case the allottee intends to withdraw from the project, the respondent shall refund of the amount paid by the allottee in respect of the subject unit with interest at prescribed rate as provided 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]

For the purpose of proviso to section 12; section 18; and subsections (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."

- 22. 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.
- 23. 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., 17.11.2023 is 8.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75%.



24. The authority hereby directs the promoter to return the amount received by him i.e., ₹ 56,29,470/- with interest at the rate of 10.75% (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 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Rules ibid.

G.II. Cost of litigation- ₹ 1,25,000/-

25. The complainants in the aforesaid relief is seeking 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.* (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation 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 shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. Therefore, the complainant may approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the authority

- 26. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:
 - i. The respondent/promoter is directed to refund the entire amount of ₹ 56,29,470/- paid by the complainant along with prescribed rate of interest @ 10.75% p.a. as prescribed under rule 15 of the rules from



the date of each payment till the date of refund of the deposited amount.

- 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 the full realization of paid-up amount along with interest thereon to the complainant, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainant.
- 27. Complaint stands disposed of.

28. File be consigned to registry.

(Sanjeev Kumar Arora)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.11.2023