



BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.

5589 of 2023

Date of complaint:

18.12.2023

Date of order

18.12.2024

Aarti Sood,

R/o: - D-23/1, Jindal Nagar Steel and Power Ltd.,

Angul, Odisha.

Complainant

Versus

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M/s JMK Holdings Private Limited.

Regd. Office at: 1302, 13th Floor,

Dr. Gopal Das Bhawan, 28 Barakhamba Road,

New Delhi.

Respondent

CORAM:

Ashok Sangwan

Member

APPEARANCE:

Ashish Budhiraja (Advocate)

Mintu Kumar (AR)

Complainant Respondent

ORDER DA

The present complaint has been filed by the complainant/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 provisions 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 complainant, 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 of the project	"Grand Iva", Sector 103, Gurugram
2.	Nature of project	Affordable Group Housing Colony
3.	Licensed area	9 acres
4.	DTPC License no.	157 of 2014 dated 11.09.2014 and valid up to 05.05.2021
	Name of licensee	JMK Holdings Pvt. ltd.
5.	HARERA Registration no.	Registered 13 of 2017 dated 03.07.2017 and valid up to 28.03.2021
6.	Unit no.	Flat no. 5-1215, 2BHK (Type C), 12 th floor. [pg. 27 of the complaint]
7.	Carpet area	613.31 sq. ft. Balcony area- 95.10 sq. ft. [pg. 27 of the complaint]
8.	Date of allotment	30.05.2016 [pg. 27 of the complaint]
9.	Date of buyer's agreement	Not executed
10.	Approval of building plans	
11.	Environment clearance	29.09.2016 [As per the details provided by the planning branch of the authority]
12.	Possession clause in Affordable Housing Policy	1 (iv) All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date



	shall be referred to as the "date of commencement of project" for the purpose of the policy.
	29.03.2021 [Calculated from the date of environmental clearance, being later + 6 months grace period as per RERA notification 9/3- 2020 HARERA/GGM (Admn) on account of COVID-19]
Total sale consideration	Rs.29,16,419/- [As per customer ledger on page 33 of complaint]
Amount paid by the complainant	Rs.13,26,921/- [As per page 24 of complaint]
Reminders, Pre- cancellation, Cancellation	31.08.2021, 15.09.2021, 05.10.2021, 21.10.2021 (page 27-30 of reply)
Publication in newspaper	29.12.2021 (page 32 of reply)
Occupation certificate	20.04.2021 (as per project details)
	Reminders, Pre- cancellation, Cancellation Publication in newspaper

B. Facts of the complaint

- 3. The complainant has made the following submissions: -
 - I. That through the online draw of lots conducted on 25.05.2016 the complainant was allotted a residential apartment bearing unit no. 5-1215 on 12th Floor in Tower-5 admeasuring carpet area 613.31 sq. ft. and balcony area 95.10 sq.ft. in the project of the respondent named GRANDIVA at Sector 103, Gurugram under time linked plan vide allotment letter dated 30.05.2016 for a total sale consideration of Rs.26,69,594/-.
- II. That the complainant continued to make the payment to the respondent as per the demands raised by it and has paid a sum of Rs.13,26,921/- to the respondent till date.



- III. That the respondent has been issuing the demands and tax invoices for the further payment and has failed to execute the apartment builder buyer agreement/agreement to sell with the complainant despite taking more than 50% of the payment of the apartment. It is pertinent to mention here that the respondent has violated Section 13 of the Act, 2016.
- IV. That the project was not completed at the site and no labour was working on the project site and the construction work was halted in 2017-2018. The representatives of the respondent informed complainant about the demand due and it was paid by the complainant every time.
- V. That the complainant visited the office of the respondent on 30.10.2023 and was shocked to know that their unit was cancelled in February,2022 for non-payment of the demands towards the unit and a cancellation letter dated 29.12.2021 was issued to the complainant on the address H.No. 540, ward no.19, New Colony, Near Sanatan Dharam Mandir, Opp. Raj Mahal, Kurukshetra, Haryana. It is pertinent to mention here that the complainant left the said address in 2016 and communicated the new address to the respondent and also had received allotment letter on the present address of the complainant. That complainant did not default in any payment and had paid 50% amount of the unit.
- VI. That the complainant requested the respondent to recall the cancellation of the unit and revive her unit and complainant was ready to pay the entire amount along with interest to the respondent for the said unit. The respondent did not pay any heed to the request of the complainant and vide email dated 04.11.2023 flatly refused to revive the unit of the complainant.



13, no deposit can be taken of more than 10% by promoter without first entering into the agreement for sale. It is submitted that the complainant wrote an email dated 30.10.2023, 06.11.2023, 09.11.2023 to the respondent regarding requesting the restoration of her booking for the apartment unit no. 5-1215 in Grandiva, sector-103, Gurugram. It is further submitted that the complainant informed the respondent that she has not been informed about the demands of the payment raised and no cancellation letter was issued at the present address. Furthermore, the advertisement for the cancellation of the unit was published in the local newspaper to which complainant had no access. The respondent had cancelled the unit in very casual manner.

- VIII. That the respondent arbitrarily without following the due procedure illegally cancelled the unit of the complainant and did not a chance to deposit the due amount to the complainant. This shows that intention of the respondent was to fraud the innocent complainant and grab her hard-earned money. It is further submitted that the respondent has not returned the amount of the money paid to the respondent after the cancellation of the unit to the complainant.
 - IX. That the complainant is ready to make the payment of the balance consideration in full, but without the interest for the covid period. That from the cancellation letter dated 29.12.2021, it is clear that the respondent is in a hurry to cancel the allotment of the complainant without any justified reason with the malafide intent.
- C. Relief sought by the complainant:
- 4. The complainant has sought following relief(s).



- I. Direct the respondent to restore the allotment, withdraw cancellation letter dated 29.12.2021 and to execute buyer's agreement.
- II. Direct the respondent to pay delay possession charges, handover possession and to execute conveyance deed of the unit in favour of the complainant.
- III. Direct the respondent to not to charge the maintenance from the complainant till actual handing over of possession.
- IV. Direct the respondent to pay an amount of Rs.1,00,000/- towards litigation charges.
- 5. 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.
- 5. The respondent contested the complaint vide its reply dated 10.06.2024 on following grounds: -
 - That the complainant submitted the application form mentioning therein, amongst the others. its email id as "aartisood1411@gmail.com" for exchanging communications. The complainant assured and represented in said application form "If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the developer, a reminder may be issued to him for depositing the due installments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the state for payment of due amount within 15 days from the date of publication of such notice, failing



which allotment may be cancelled. In such case also an amount of Rs25,000/- may be deducted by the developer and the balance amount shall be refunded.

- ii. That due to intentional failure of complainant to pay the agreed installment and demand, respondent served by email dated 31.08.2021, 15.09.2021 reminders to the complainant at here given email id. Further, vide email dated 05.10.2021,21.10.2021 reminder in the form of pre-cancellation and cancellation was sent to the complainant at her email id.
- iii. That thereafter due to intentional failure of complainant to pay the agreed installment and demand, respondent published in newspaper the list of defaulters before cancellation as mandated by Affordable Housing Policy 2013 as applicable at relevant point of time and copy thereof served on complainant by email dated 29.12.2021. It is pertinent to mention that the complainant herself has claimed to have paid Rs.13,26,921/- during 2016-2017. Thereafter, complainant itself admitted to have contacted respondent only on 30.10.2023 i.e. after almost five years despite having knowledge of time linked payment plan. Further, the complainant has failed to place on record application form, reminders, pre-cancellation, cancellation, newspaper advertisement for the reason best known to her.
- 6. 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 these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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



E.I Territorial jurisdiction

8. 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

9. 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:

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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.

- 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.
- F. Findings on the relief sought by the complainant.
 - F. I Direct the respondent to restore the allotment, withdraw cancellation letter dated 29.12.2021 and to execute buyer's agreement.
 - F. II Direct the respondent to pay delay possession charges, handover possession and to execute conveyance deed of the unit in favour of the complainant.



12. The complainant has submitted that she was allotted a residential apartment bearing unit no. 5-1215 on 12th Floor in Tower-5 admeasuring carpet area 613.31 sq. ft. and balcony area 95.10 sq.ft. in the project of the respondent named GRANDIVA at Sector 103, Gurugram under time linked plan vide allotment letter dated 30.05.2016 for a total sale consideration of Rs.26,69,594/- against which she has paid a sum of Rs.13,26,921/- to the respondent in all till date. However, the respondent has failed to execute the apartment builder buyer agreement/agreement to sell with the complainant despite taking more than 50% of the payment of the apartment. The complainant further submitted that when she visited the office of the respondent on 30.10.2023, she was shocked to know that her unit was cancelled in February,2022 for non-payment of the demands towards the unit and a cancellation letter dated 29.12.2021 was issued to the complainant on the address H.No. 540, ward no.19, New Colony, Near Sanatan Dharam Mandir, Opp. Raj Mahal, Kurukshetra, Haryana. It is pertinent to mention here that the complainant left the said address in 2016 and communicated the new address to the respondent and also had received allotment letter on the present address of the complainant. Furthermore, the advertisement for the cancellation of the unit was published in the local newspaper to which complainant had no access. Thus, the respondent arbitrarily without following the due procedure illegally cancelled the unit of the complainant. The respondent has submitted that due to intentional failure of complainant to pay the agreed installment and demand, respondent vide reminder letters dated 31.08.2021 and 15.09.2021 reminders to the complainant to clear her outstanding dues. Further, vide letter dated 05.10.2021 reminder in the form of pre-cancellation was sent to the complainant. Thereafter, a



cancellation notice dated 21.10.2021 was sent to the complainant giving last and final opportunity to pay the outstanding dues within a period of 15 days from the date of dispatch of that letter, failing which the allotment shall stand cancelled. Further, due to non-payment of the outstanding dues by the complainant, the respondent on 23.12.2021, published in newspaper the list of defaulters before cancellation as mandated by Affordable Housing Policy 2013. Furthermore, all communications referred above have been sent to the complainant's email address also as provided by her in the application form i.e. "aartisood1411@gmail.com". The respondent has further submitted that the complainant has not bothered to pursue the matter for payment of balance amount since 2018 despite the fact that the payment plan was time linked. Now, the question before the authority is whether this cancellation is valid or not.

- 13. After considering the documents available on record as well as submissions made by the parties, the Authority observes that even after receiving more than 45% of the sale consideration from the complainant, no efforts were made by the respondent to execute a buyer's agreement against the unit in question with the complainant. Section 13(1) of the Act, 2016, provides that the respondent/promoter shall not accept more than 10% of the total sale consideration of the unit as an advance payment without first entering into agreement for sale. Despite the payment schedule being aligned with the Affordable Group Housing Policy, 2013, adherence to the provisions of the Act is mandatory. Thus, the respondent's actions are in violation of Section 13(1) of the Act, 2016.
- 14. Further, as per clause 5(iii)(i) of the Policy, 2013, if the allottee fails to pay the outstanding dues, the promoter is required to publish a list of



defaulters in one regional Hindi newspaper of the state, providing a 15 day period for payment from the date of publication and if the payment is not made within this period, the allotment may be cancelled according to clause 5(iii)(i) of the Affordable Group Housing Policy, 2013 which reproduced as under:

"If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due installments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled. In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list".

15. In the instant case, the cancellation notice was issued by the respondent on 21.10.2021 and publication of the defaulters list in the newspaper was published on 23.12.2021. However, no formal cancellation letter was issued after publication of the list of defaulters. It is to be noted that in clause 5(iii)(i) of the Policy, 2013, it is specified that in case the allottee fails to clear the outstanding dues within 15 days of publication in the newspaper, then his allotment may be cancelled by the promoter. The word 'may' here does not mean that post 15 days of publication, the allotment shall deemed to be cancelled rather it means that some action is required to be taken by the promoter towards cancellation of the allotment. Moreover, post cancellation of the unit, the respondent has failed to refund of the monies paid by the complainant till date. Seeing,



various illegalities on part of the respondent in this particular case, the Authority is of view that the respondent should not be allowed to get unfair advantage of its own wrong. In view of the above, the said cancellation is bad in law and is hereby set aside.

16. In the present complaint, the complainant intends to continue with the project and is 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 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

1 (iv)

"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."

18. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that "All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The respondent has obtained building plan approval and environment clearance in respect of the said project on 11.05.2016 and 29.09.2016 respectively. Therefore, the due date of possession is being calculated from the date



of environmental clearance, being later. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 29.03.2021.

19. 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 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.

- 20. 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.
- 21. 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., 18.12.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
- 22. 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—

 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;"

- 23. Therefore, interest on the delayed payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondent/ promoter which is the same as is being granted to her in case of delay possession charges.
- 24. On consideration of documents available on record as well as submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the possession of the subject apartment was to be delivered by 29.03.2021. The occupation certificate was granted by the concerned authority on 20.04.2021 however, the possession of the flat has not been offered to the complainant till date. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period.
- 25. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on part of the respondent is established. As such, the allottee shall be paid by the promoter, interest



for every month of delay from the due date of possession i.e., 29.03.2021 till offer of possession plus 2 months or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

- 26. The respondent-promoter is further directed to enter into a registered agreement for sale w.r.t. the flat in question with the complainant within a period of one month. In case the respondent has already created third party rights on the unit in question, then the respondent/promoter shall offer possession of a similarly located unit/flat of same size and specifications at same rate as per the allotment letter dated 30.05.2016 in the said project to the complainant.
- 27. The complainant is further seeking relief w.r.t execution of conveyance deed of the unit in question in her favour. The Authority observes that as per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas, as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The occupation certificate was received by the respondent on 20.04.2021, however, the possession of the flat has not been offered to the complainant till date. Therefore, the respondent/promoter is directed to handover the possession of the unit on payment of outstanding dues if any, after adjustment of delay possession charges, within 30 days to the complainant/allottee and to get the conveyance deed of the allotted unit executed in her favour in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.



F. III Restrain the respondent from charging amount in the form of maintenance charges.

28. The issue of maintenance charges has already been clarified by the office of DTCP, Haryana vide office order dated 31.01.2024 wherein it has categorically clarified the mandatory services to be provided by the colonizer/developer in Affordable Group Housing Colonies and services for which maintenance charges can be charged from the allottees as per consumption. According, the promoter can only charge maintenance/use/utility charges from the complainant-allottees as per consumption as prescribed in Category-II of the office order dated 31.01.2024.

F. IV Cost of litigation.

29. The complainant is seeking relief w.r.t. compensation in the above-mentioned relief. Hon'ble Supreme Court of India in *civil appeal nos.* 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors., has 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. Therefore, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainant may file a separate complaint before Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.



G. Directions of the authority

- 30. 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 cancellation is set aside.
 - ii. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate i.e., 11.10% per annum for every month of delay from the due date of possession i.e., 29.03.2021 till the expiry of 2 months from the date of offer of possession or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
 - iii. The respondent is directed to supply a copy of the updated statement of account after adjusting the delay possession charges within a period of 30 days to the complainant.
 - iv. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of updated statement of account.
 - v. The respondent is further directed to enter into a registered agreement for sale w.r.t the flat in question with the complainant within a period of one month. In case the respondent has already created third party rights on the unit in question, then the respondent/promoter shall offer possession of a similarly located unit/flat of same size and specifications at same rate as per the allotment letter dated 30.05.2016 in the said project to the complainant.



- vi. The respondent shall handover possession of the unit on payment of outstanding dues if any, after adjustment of delay possession charges, within 30 days to the complainant/allottee and to get the conveyance deed of the allotted unit executed in her favour in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
- vii. The respondent shall not charge anything from the complainant which is not provided under Affordable Housing Policy, 2013.
- viii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% 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 delay possession charges as per section 2(za) of the Act.
- ix. 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.
- 31. Complaint stands disposed of.

32. File be consigned to registry.

(Ashok Sangwan) Member

Haryana Real Estate Regulatory Authority, Gurugram Dated: 18.12.2024