

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

Complaint no. : 2942 of 2024
Date of filing : 24.06.2024
Date of decision: 19.08.2025

**Group Housing Society "Spacio RWA" Sector -37D,
Gurugram (Through Authorized Representative)**
R/o: - L-1802, BPTP Spacio, Sector-37D, Gurgaon-122006
(Haryana)

Complainant**Versus****1. BPTP Limited**

Regd. Address: M-11, Middle Circle, Connaught Circus,
New Delhi-110001.

2. Countrywide Promoters Pvt Ltd.

Both Regd. Office at: 28 ECS House, First Floor, KG
Mark, New Delhi

Respondents**CORAM:**

Shri Arun Kumar
Shri Ashok Sangwan

**Chairman
Member****APPEARANCE:**

Sh. Sukhbir Yadav (Advocate)
Sh. Gunjan Kumar (Advocate)

**Complainant
Respondents****ORDER**

1. The present complaint dated 24.06.2024 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 thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Facts of the complaint

2. The complainant-association has made the following submissions: -

- i. That the complainant RWA namely "Spacio Residents Welfare Association" (Through its President and other office bearer and members/ Authorized representative) is a RWA registered under Haryana Registration and Regulation of Societies Act, 2012 vide registration number HR/018/2021/02691 having R/o at L-1802, BPTP Spacio, Sector-37D, Gurgaon-122006 (Haryana) (hereinafter called the **Complainant / Petitioner**).
- ii. That the respondent No. 1 i.e., **BPTP Limited**, and Respondent No. 2 i.e., **M/s Countrywide Promoters Private Limited**, are companies incorporated under the Companies Act, 1956 having registered office at: OT-14, 3rd Floor, Next Door Parklands, Sector-76, Faridabad, Haryana (hereinafter called the **Developers/ Builders / Respondents/ Promoters**), and the project in question is known as "**Park Spacio**" situated in Sector -37D, Gurugram, Haryana (hereinafter called the Project). It is pertinent to mention here that BPTP Ltd. is the principal promoter and Countrywide Promoters Pvt. Ltd. is the principal license and confirming party holder along with Four other license holders.
- iii. That as per Sec 2(zk) of the Real Estate (Regulation and Development) Act, 2016, the respondents fall under the category of "Promoter" and are bound by

the duties and obligations mentioned in the said act, and are under the territorial jurisdiction of this Hon'ble Regulatory Authority.

- iv. That the complainant is a duly registered Association of Allottees and has rights and obligations under the Act.
- v. That both respondents have joint as well as several liabilities towards the complainant.
- vi. That the respondent no. 1 is a developer party and respondent no. 2 along with other sub-ordinate companies as mentioned in the BBAs executed by the respondents with many allottees, is a confirming party. The respondents are the absolute owners and in possession of land measuring approx. 23.814 Acres or thereabouts situated in sector-37D, Gurugram, Haryana-122001 as per their representation. The respondent(s) decided to develop a residential society under Group Housing Policy on the said land, therefore, in pursuance of the fact mentioned, the respondent(s) applied for a license to develop a Group Housing colony, and a licence bearing no. 83 of 2008 (LC-1277) dated 05.04.2008 and license bearing no. 94 of 2011 dated 24.10.2011 were granted by the authority i.e., Director, Town, and Country Planning, Gurugram, Haryana to the respondent(s). It is pertinent to mention here that a total of 32 residential towers were sanctioned under License No. 83 of 2008 and License No. 94 of 2011.
- vii. That the respondents were supposed to construct a Group Housing Colony on the said land spread over multiple towers consisting of multiple flats complete in all aspects with reference to civil finishes, electrical power up to the distribution panels, elevators, power back-up, diesel generators, etc.

- viii. That after obtaining the Licensee, the respondents applied for approval of Building Plans, and The Director, of Town and Country Planning, Haryana approved the "Building Plans of the Group Housing Colony on 23.05.2012.
- ix. That respondent No. 1 was developing the said project and respondent no. 2 along with other subordinate companies marketed the said project and invited applications for allotment in the said project being developed and marketed by the respondents for the project **Spacio Park Serene in Sector-37D, Gurugram**. It is pertinent to mention here that the respondents while marketing the said project, assured all the clients that the booking in the said project shall be the best decision of the individuals and they shall get all the amenities as specified in the brochure and possession of their units shall be handed over to them within the promised time. Furthermore, it was also stated by the respondents that the respondents have obtained all requisite approvals from the competent authorities with regard to the project "Spacio Park Serene".
- x. That at the time of booking / receiving the payment against the flats, Respondents and their agents claimed and projected the rosy picture of the said Project. It is pertinent to mention here that being impressed by the claims/projections made by respondents and their agents, many allottees (Current Owners of flats and members of RWA) booked flats in the said project. That the below-mentioned specifications were claimed and represented by the respondents and their agents
- i. **High-quality construction,**
 - ii. **Club House with health club,**

- iii. **100% Power backup, (Conduit Copper Electrical wiring for all light and power points),**
 - iv. **Rainwater harvesting etc.**
 - v. **Olympic Length Pool,**
 - vi. **State of the art Gym**
 - vii. **Table Tennis and Badminton Court**
 - viii. **Card room**
 - ix. **Yoga Room**
 - x. **Kids Play Area etc.**
- xi. That in 2010, the respondents started to sell the flats of the above said project being developed under group housing policy by various schemes and payment plans through other companies also. The total sale consideration of each flat contains the following components: Basic Sale Price, Development Charges, PLC (if applicable), ECC, FFC, PBIC & IDC, Car Parking, Club Membership Charges, IFMS, Applicable Taxes, Power Backup etc.. It is important to highlight here that most of the people started to book units in the said project in early 2010 (Reference: Judgement passed by this Hon'ble Authority in Complaint No. 1228 of 2021), and the due date of possession was 36 months from the date of booking as mentioned in the BBAs executed between the allottees and the respondents
- xii. Thereafter, on 09.10.2018, the Directorate of Town and Country Planning, Haryana issued an Occupation Certificate for Tower No. 16, 17, 19, Shopping Centre, Basement, and podium along with 48 EWS Units vide Memo No. ZP-437-Vol-II/SD(BS)/2018/28917.
- xiii. That on 30.07.2020, the Directorate of Town and Country Planning, Haryana issued an Occupation Certificate for Tower No. 8, 9, 11, EWS Block-A and EWS Block-B vide Memo No. ZP-437-Vol-II/JD(AS)/2020/13344

- xiv. Thereafter, on 15.01.2021, the Directorate of Town and Country Planning, Haryana issued an Occupation Certificate for Tower No. 10, 12, 13, and EWS Block-B vide Memo No. ZP-437-Vol-III/AD(RA)/2020/890.
- xv. That the respondents were supposed to hand over the physical possession of the units within 36 months from the date of booking, however, the respondents started to offer possession in August 2020 to the allottees who booked their units in 2010 which means respondents offered the possession after a delay of 8 years.
- xvi. That in the year 2021, a RWA of Spacio Apartment Owners namely "Spacio Residents Welfare Association" came into existence, and at present below named persons are the office bearers of the said SRWA: - (a) Mr. Sourabh Sharma – President, (b) Mr. Jai Yadav – Vice President, (c) Mr. Hemant Kumar – Gen. Secretary, (d) Mr. Varun Sharma – Joint Secretary, (e) Mr. Sonpal Tomar – Treasurer, (f) Mr. Sanjay Chaudhary – Executive Member, (g) Mr. Amit Kumar Tiwari– Executive Member, (h) Babita Vashanava - Executive Member, (i) Amit Kumar Sharma - Executive Member, (j) Surender Kumar Garg - Executive Member. It is relevant to note here that a Memorandum of Association and Bye-Laws as per the Haryana Registration and Regulation of Societies Act, 2012 for the said RWA was prepared and registered at the office of the District Registrar of Societies. It is pertinent to mention here that the above-said office bearers of the said SRWA (the complainant) with full majority have appointed **Mr. Sourabh Sharma, Mr. Varun Sharma and Mr. Surender Kumar Garg** to represent the RWA for all purposes before the Hon'ble HARERA, Gurugram for the present complaint vide Board Resolution dated 17.03.2024.

- xvii. That the respondent obtained the ocs on below-mentioned dates with conditions and it is pertinent to mention here that these conditions were imposed on the basis of the undertaking given by the respondent for the grant of OC.

Sr. No.	Date of OC	Tower(s)	Status/Pre-condition
1	09-10-2018	T-16, T-17, T-19 & EWS	3. Shall apply for the connection for disposal of sewerage, drainage & water supply from HSVP as and when the services are made available, within 15 days from its availability. You shall also maintain the internal services to the satisfaction of the Director till the colony is handed over after granting final completion. 4. That you shall be fully responsible for supply of water, disposal of sewerage and strom water of your colony till these services are made available by HSVP/State Govt. as per their scheme.
2	30-07-2020	T-18, T-19, T- 11, EWS Block - A, EWS Block - B	3. Shall apply for the connection for disposal of sewerage, drainage & water supply from HSVP as and when the services are made available, within 15 days from its availability. You shall also maintain the internal services to the satisfaction of the Director till the colony is handed over after granting final completion. 4. That you shall be fully responsible for supply of water, disposal of sewerage and strom

			water of your colony till these services are made available by HSVP/State Govt. as per their scheme.
3	15-01-2021	T - 10, T - 12, T-13 and EWS Block - B	3. Shall apply for the connection for disposal of sewerage, drainage & water supply from HSVP as and when the services are made available, within 15 days from its availability. You shall also maintain the internal services to the satisfaction of the Director till the colony is handed over after granting final completion. 4. That you shall be fully responsible for supply of water, disposal of sewerage and storm water of your colony till these services are made available by HSVP/State Govt. as per their scheme.

xviii. That furthermore, it is relevant to note here that BPMS (Business Park Maintenance Services) was appointed as a maintenance agency for the BPTP Park Spacio project by the Respondent(s) and it is the sister concern of the Respondent.

xix. It is pertinent to mention here that the respondent covered car parking sold @ 2,50,000/- (Two Lacs Fifty Thousand) per unit and there is 712 nos of car parking sold by the Respondent(s) from the open/common area in the form of tenstile parking. It is further pertinent to mention here that said car parking

are violation of the Building plans and the Respondent collected the money from the Open/common area.

- xx. That on 29.01.2021, the respondents offered the possession of flats to their respective allottees and asked to deposit 12 months' Interest-free maintenance security (IFMS) @ Rs. 50/- (Fifty) per sq. ft. in advance. It is germane to highlight here that the respondents imposed arbitrary terms and conditions before handing over the physical possession of the respective flats to their owners and asked to execute an Indemnity Deed cum Undertaking for taking possession. Furthermore, maintenance was also demanded by them in advance for 12 months. It is germane to mention here that the Respondent collected Rs. 50,000,000/- approx (No. of flats with sqft * 50) from the allottees in the form of IFMS.
- xxi. That after the occupation of some units by the respective allottees, they encountered several structural defects in the project of the respondents and deficiencies in the services rendered by the respondents. That the lifts installed in the Spacio project are not working properly and the same have intense power supply issues. It is pertinent to mention here that many allottees encountered horrible incidents that took place while using the lifts installed in their respective towers.
- xxii. That on 16.04.2022, one of the residents of the respondents' project sent an email to the respondents and maintenance agency i.e., BPMS, and explained the entire life-threatening incident which he had to face due to negligence and deficient services of the respondents. It is highly important to note here that several allottees sequentially faced the jerks during power failure, fluctuations,

changeover from DG to DHBVN power, and critical default in the service of the lifts, and in pursuant to the same, the allottees raised their grievances before the Spacio Residents Welfare Association (hereinafter referred as SRWA in short), and the complainant reiterated all the concerns of the allottees to the respondents through emails, however, the respondents kept the matter lingering on.

- xxiii. That the respondents collected Rs. 1,00,000/- (One Lakh) per flat on account of Club Membership Charges (Security) from the allottees which was inclusive in the sale consideration and also charging uses charges for the club. It is pertinent to mention here that the Respondent increasing the club usage charges randomly without thorough consultaion and permission from respective RWA's and so the residents are forced to pay these charge to use club. It is the respective RWA who should decide facilities to be availed in club based on their affordability and hence the charges not the builder. Thereafter, since June 2023, the allottees as well as the complainant have been raising their grievances through emails, however, the respondents have not resolved any of the grievances of the allottees. It is germane to mention here that the respondents unilaterally increased the club charges, and the respondents did not even consult with the complainant about the increment in charges. It is pertinent to mention here that the clubhouse is being used by the outsiders on which the respondents have no control and no security has been provided by the respondents in the interest of the allottees. Moreover, despite receiving a sum in crores under the head of Club Membership Charges, there is no maintenance of the Club House, and no proper machines, games along with

other stuff pertaining to the Kid's area can be seen. It is also crucial to note here that at that time (back in 2021), the respondents got Club House operational without obtaining the OC, and the respondents asked the allottees to pay the Club House charges for the period when the club house was not functional or completely closed. Apart from the deficiencies in the services of Club House, the respondents did not pay any heed to the usage and maintenance of the Swimming Pool either. It is germane to highlight here that in the Park Spacio project, there is no adequate light arrangement near the pool which is completely unsafe for the allottees of the said project and they cannot use the pool in the evening hours or as per their convenience. Furthermore, the maintenance agency i.e., BPMS appointed by the respondents without consulting with the complainant keeps raising the invoices on account of the maintenance, however, there is no such maintenance of the said project. It is necessary to note here that the swimming pool is not been maintained properly by the BPMS since it became operational, insects were found in the pool, over and above the said fact, and outsiders have access to the swimming pool as well due to improper security management due to which several times, female allottees had to face misbehave of the said outsiders which itself is an example of awful maintenance being provided by the BPMS and the respondents. It is pertinent to mention here that above said collected money on account of Club Membership Charges needs to be handed over to the RWA including handover of club to run the Club maintenance services effectively and efficiently. It is again pertinent to mention that Respondents utilized the corpus taken on account of IFMS and did not hand over the same to the RWA. Additionally, the

respondents do not involve RWA in their project management in any matter. It is crucial to note here that the respondents do not discuss any matter with regard to the maintenance and completion of pending works in the project with the complainant. That the respondents did not let the complainant know about engaging a third party for the maintenance of the Spacio project and have not provided any of the requisite documents whether it be the approvals granted by the competent authorities or corpus along with other funds collected from the allottees.

xxiv. That within one month i.e., June 2023 to July 2023, the RWA of the Spacio project received more than 35 complaints in writing from the allottees/residents of the said project about different issues. It is pertinent to highlight here that after being ignored by the respondents, the allottees/residents had no other option left, therefore, they raised their grievances in writing, and interestingly, all the written complaints almost have same grievances, and the same are being produced below for your ready reference: Illegal surface Parking encroachment, Building Structural Issues, Water seepage issues, Flooding in the basement & surface area, making it inaccessible to approach the unit, and car parking, Garbage segregation into wet/dry not being done, UPS is not provided for Lifts leading to jerks during power outage vii. Loose facade etc.. It is relevant to state here that none of the above-mentioned issues were ever taken into consideration by the respondents. It is further relevant to mention here that most of the residents of the Park Spacio project witnessed various structural defects such as Crack in walls and balconies, broken tiles, missing balcony iron rods, improper

alignment of toilet seats, seepage in washrooms, adjacent walls and so on, and when all these mentioned issues were discussed with BPTP management, so they did not pay any heed to resolve the same. It is germane to mention here that the respondents by ignoring the grievances of the residents and by not fixing the said structural defects have violated the provision of Section 14 (3) of the RERA ACT. It is important to note here that the process of giving possession was started in 2021, and since then the residents/allottees have been raising their complaints with regard to the structural defects, and the respondents have successfully failed to resolve such issues.

- xxv. That there are no proper fittings of sewerage lines in the project of the respondents. It is pertinent to mention here that the sewerage lines are leaked due to which the basement fills with dirty water which further leads to awful smell and various health issues for the residents. It is further pertinent to mention here that this sewerage issue was also not resolved by the respondents either
- xxvi. That the main concern of the complainant is that the respondents never involved the RWA (the complainant) in any of the activities such as the engagement of third parties, before the execution of any agreement/contract with respect to the welfare of the allottees. Moreover, the respondents neither handed over the IFMS corpus collected from the allottees to the complainant nor gave the all required and important documents such as a copy of the Licenses, Approval from different departments, and Building Plans approval along with other documents. The respondents never called the complainant to participate in any of the meetings being held by the respondents with a third

party for rectification of deficiencies in the project. It is germane to highlight here that as per clause 20 of the BBA executed inter-se the respondents and the allottees, the allottees shall be the member of any association of unit owners. It is apposite to highlight here that the respondents formed the RWA for their project, however, never bothered to give RWA its rights so that the office bearers of the said RWA can resolve the allottees' issues in their own capacity. It is relevant to bring this fact here that the respondents by their above-stated act and misconduct have violated the provision of Section 17 (2) of the Act. It is crucial to state here that the respondents have obtained the Occupancy Certificate for respective towers on different times, however, never handed over the common areas to the complainant nor provided other documents and funds to the complainant. That RWA/ office bearer made every possible effort and requested to Respondents to handover the Society maintenance/ supervision along with record and requisite documents of society and also requested transfer/ handover the corpus accumulated on account of IFMS and other reserves to RWA after completing structural and construction defects. Furthermore, the respondents have handed over the physical possession to the allottees without obtaining the Completion Certificate for the project in question.

- xxvii. That violation of Section 14 (3) and 17 (2) of the Act by the respondents attracts the penalty against the respondents under Section 61. That the respondents have contravened the provisions of this Act, and still violating the provisions of this Act continuously.

- xxviii. That on 31.07.2021, aggrieved by the dictatorial acts of the respondents, the residents of Park Spacio project along with the residents of other two projects of respondents i.e., Park Terra and Park Generation project, raised their grievance in written before the Member of Legislative Assembly (hereinafter referred as MLA in short) of their jurisdiction i.e., Sh. Rakesh Daultabad. It is pertinent to mention here that the residents of all three projects as mentioned above reiterated all their concerns pertaining to the power supply issues, overloaded Sewerage system, flooded Basement etc. It is further pertinent to mention here that it has been more than 3 years now, and the respondents did not look into the matter of overloaded sewerage pipelines which leads to flooding of dirty water in the basement which results in seepage in the walls and health issues of the residents.
- xxix. That in 2022, when all the grievances and concerns were again raised before the management of the respondents, then the respondents gave commitment that all issues of the residents shall be resolved by the end of May 2022, however, respondents did nothing for resolving the grievances of the residents. That as per the Occupancy Certificates for different towers and block granted by the DTCP, the respondents are bound and obligated to provide the proper facility of Drinking Water, proper Sewerage system, Basement (ready to use in all aspects), Proper Parking allotment, along with other facilities such as proper Garbage disposal system with Garbage bins, STP Connections, Building Signage, STP water connection points, availability of DG sets and so on, however, the respondents have miserably failed in providing services as promised by them. It is not incorrect to say here that the respondents despite receiving constant

complaints from the residents and RWA (the complainant) did not lift a finger to resolve the matter or did not take any appropriate action for settling out the grievances of the residents. It is germane to highlight here that on many occasions, the residents through complainant invited the respondents to come to the table for resolving all their disputes pertaining to the services being rendered by the respondents and BPMS, however, the respondents never listened to the complainant. Furthermore, it is not out of the place to mention here that the respondents are not willing to resolve the matter, therefore, the respondents have been acting despotic.

xxx. That the residents have paid a huge sum of money on account of EDC, IDC, Club Charges and Parking Charges etc., yet they did not get any facilities of proper drinking water, proper sewerage system and many more. It is pertinent to mention here that the respondents charged Rs. 2,50,000/- as parking charges per unit, and now the respondents have not marked the parking slots in the basement and the basement itself is not ready for use. Also, the residents and the complainant came to know that the respondents have been selling parking privately.

xxxi. That since July 2023, the residents of Tower-Q of Park Spacio have been sending grievance emails to the respondents regarding the relocation of WCP underneath the Tower-Q and the installation of an ozoniser setup there. It is pertinent to mention here that the residents of Tower-Q through the complainant also raised strong objections against the WCP location and installation of ozoniser near Tower-Q since there is no proper garbage disposal facility which is causing foul smell as well as poor air quality. Furthermore, the

installation of the ozoniser should be in an open area where proper ventilation should be there for the ozonisers, however, the respondents as always did not pay any heed to the objections raised by the complainant and allottees.

xxxii. That being neglected by the builder/promoters and tired of reiterating their issues pertaining to hygiene maintenance in Park Spacio over and over again before the respondents, in October 2023, the residents of Tower-Q raised a complaint before the Commissioner of Municipal Corporation, Gurugram for inadequate garbage disposal services affecting the health of the residents due to foul smell from garbage and harmful air quality. It is pertinent to mention here that the BPMS (the maintenance agency appointed by the respondents unilaterally) does not provide proper maintenance of the project, hence the residents had no other option left but to approach the commissioner of MCG. It is saddened that the residents and the complainant made every possible effort in their capacity to resolve all the issues amicably with the respondents, however, the respondents have no intentions of doing so. Thereafter, the respondents arbitrarily increased the building maintenance charges. It is pertinent to mention here that the complainant firmly believes in transparency and open communication especially in financial matters which was never been done by the respondents, therefore, the complainant sent a grievance email in respect to the increased building maintenance charges. It is further pertinent to mention here that the respondent never bothered to involve the complainant in any decision being taken by them for the project.

xxxiii. That it is highly important to mention here that the complainant have been raising various objections pertaining to numerous defaults in services of the

respondents and the complainant along with the residents made several requests to resolve the said issues which were never honoured by the respondents, and now on the top of the fact mentioned herein, the respondents took a decision to connect the sewerage line of the EWS Building and Euro School in the sewerage line of the Park Spacio (project in question) which is already a overloaded sewerage system and causing flooded water in the basement, and the issues regarding the same have already been mentioned earlier in the above-stated paras.

- xxxiv. That the main grievance of the Complainant in the present complaint is that in spite of the Complainant (member of RWA / Allottees) having paid total sale consideration as per terms of the Flat Buyer agreement, the Respondents failed to deliver the quality-oriented project, there are multiple defects in structure, defect in quality, defect in workmanship and defect in finishing. The respondents used-standard materials in construction as well as in Mechanical Electrical and Plumbing services, and due to continuous seepage, several towers get adversely affected.
- xxxv. That many apartments were delivered with multiple defects, viz. paint on the floor and windows at the time of taking possession, floor tiles without proper cement work underneath and cracks in floors, plumbing done with poor quality pipes which lead to seepage on walls around plumbing area and faulty sewerage lines which resulted in an overflow of water in basement, missing balcony rods, and Poor-quality wooden flooring in bedrooms instead of good quality vitrified tiles, etc. It is prayed that on account of poor construction

quality inside the apartment, appropriate compensation be provided to impacted apartment owners.

- xxxvi. That as of now there are more than 500 families living in society and their lives are at risk and in danger since the jerks in lifts being faced by the allottees/residents due to improper electrical systems and lack of UPS in the lifts were never resolved by the respondents. Moreover, the basement gets full of dirty water because of overloaded sewerage lines which results in foul smell around the units of the residents.
- xxxvii. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent party and as such, they are liable to be punished and compensate the Complainant.
- xxxviii. That due to above acts of the respondent and terms and conditions of the Builder Buyer agreement, the complainant has been unnecessarily harassed mentally as well as financially, therefore the opposite party is liable to compensate the complainant on account of the aforesaid act of unfair trade practice.
- xxxix. That there is a clear unfair trade practice and breach of contract and deficiency in the services of the respondent party and much more a smell of playing fraud with the complainant and others is prima facie clear on the part of the respondent which makes them liable to answer the Authority.
- xl. That the complainant(s) being an aggrieved person filing the present complaint under section 31 with the Authority for violation/contravention of provisions of this Act as mentioned in the preceding paragraph. That as per section 11 (4)

of the Real Estate (Regulation and Development) Act, 2016, the promoter is under obligation towards allottees. That as per section 14 (3) and section 17 (1) & (2) of the Real Estate (Regulation and Development) Act, 2016, the promoter is under obligation towards allottees. That the Complainant hereby makes a submission before the Authority under section 34 (f) to ensure compliance/obligations cast upon the promoter as mentioned above.

- xli. That further it is requested that necessary directions be issued to the promoter to comply with the provisions and fulfil obligation under section 37 of the Act.
- xlii. That for the first time cause of action for the present complaint arose in 2020 & 2021, when the respondent handed over the possession of defective (defect in structure, quality, workmanship & finishing) flats to allottees/members of RWA. The cause of action further arose in 2022, 2023 & 2024, when the Respondent Party failed to remove the defects on repeated demand of the Complainant/allottees. Further, the cause of action again arose on various occasions, including on: a) June 2023, b) Nov 2023, c) January 2024, and on many times till date, when the protests were lodged with the Respondent Party about its failure to remove the defects and failed to handover the corpus and reserved accumulated from allottees. The cause of action is alive and continuing and will continue to subsist till such time as this Hon'ble Authority restrains the Respondent Party by an order of injunction and/or passes the necessary orders.

B. Relief sought by the complainant:

- 3. The complainant has sought following relief(s):

- i. Direct the Respondent to construct the 712 No. of car parking at basement. Justification: Total number of car parking required for Spacio resident is 1068 including surface parking, but Respondent constructed No. 500 of car parking and there is deficiency there the Respondent needs to construct 212 car parking at basement.
- ii. Direct the respondent to relocate the WCP site from residential tower to any other dedicated Place.
- iii. Direct the respondent to get rectify the structural defect, defect in quality, defect in workmanship and defect in finishing i.e. (a) seepage (b) expansion joints and (c) loose facade (d) Plumbing shaft coverage etc. at cost of the Respondent(s) in all towers.
- iv. Direct the respondent to get an order in favour of the Complainant by directing the Respondent to build 33KV Electricity Station
- v. Direct the respondent to officially hand over the maintenance of society to RWA including completion certificate with proper documentation and list of assets, liabilities, and audited accounts of the Maintenance agency.
- vi. Direct the respondent to get the transfer total corpus of IFMS along with interest to RWA,
- vii. Direct the respondent to pay the corpus of reserves out of maintenance charges along with interest to RWA
- viii. Direct the respondent to refund of the amount collected by the Respondent for Open/tensile car parking
- ix. Direct the respondent to refund of club membership charges (Respondent converted the community building into a Club) or transfer the corpus of club membership charges with interest to RWA
- x. Direct the respondent to handover the physical possession of Club/community building along with assets
Direct the respondent to handover the below documents to RWA: Land purchase documents, Project details Map/ drawings/ structural drawings/ permissions/ licenses/ approvals/modifications /NOCs/compliances/registration etc, Agreements with third parties.
- xi. Assets details, Photocopy of details of documents submitted at the time of obtaining OC.
- xii. Direct the respondent to obtain the Completion Certificate of the project.

4. 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.

C. Reply by the respondents:

5. The respondents have contested the complaint on the following grounds: -
- i. That the present complaint has been filed in respect to the real estate project known under the name and style of "SPACIO" (hereinafter referred to as the "**Project**") raising false and frivolous allegations and without considering the peculiar facts and circumstances at hand. That bare perusal of the complaint shows that the same has been filed in utter disregard of the applicable law and with *malafide* intentions. That neither does the complainant has the authority to file the present complaint, nor has the complainant brought on record all the true and correct facts and circumstances. In such a circumstance, the complaint should be dismissed.
 - ii. That as regards the project "Spacio" is concerned, the same is part of a larger licensed area (aggregating to 43.558 acres) which is developed at Sector 37D, Gurugram, Village Basai, Gurugram, (hereinafter referred to as "**Group Housing**"). It is submitted that on the said licensed area, occupancy certificates for 25 towers consisting of 07 Nos Towers/Blocks i.e. T 1 to T 7 known as project "**Park Serene**"; 06 Nos Towers/Blocks i.e. T14 to T19 known as project "**Park Generation**", 06 Nos Towers/Blocks i.e. Towers T8 to 13 known as project "**Spacio**" as well as 06 Nos Towers/Blocks i.e. Towers T20-T25 known as project "**Terra**" including Basement, EWS Block A & B, Convenient Shopping and Podium have

already been obtained and remaining licensed land has been reserved for future development. That the project Spacio has been duly registered before the Haryana RERA vide Registration No. 300 of 2017 dated 13.10.2017. That the project has been duly completed and the necessary permissions for the project are in place.

- iii. That the total FAR achieved in abovementioned projects namely Park Serene, Spacio, Park Generation, and Terra (including pro-rata EWS FAR) consisting of 25 residential towers and two EWS Blocks (wherein occupation certificates have been obtained) is 82.27% approx. and the balance FAR available for future development is 17.73% of the total permissible FAR for the Group Housing. It is submitted that the total FAR achieved in the development of project Spacio constitutes only 28.77% approx. of the total permissible FAR for all the 25 towers developed on the said licensed area.
- iv. That the project in question has been duly developed as per the approved plans and after such approval the occupation certificates for the project have been duly obtained vide Memo no. ZP-437-Vol-II/JD(AS)/2020/13344 dated 30.07.2020 and Memo No. ZP-437-Vol-III/AD(RA)/2020/890 dated 15.01.2021.
- v. That after the completion of the development of the project, the answering respondent has also duly submitted the deed of declaration qua the entire project through registered deeds.
- vi. That the respondent has complied with all the relevant and applicable laws and has completed the development of the project in utmost *bonafide*

and legal manner and the present complaint is nothing but a misuse of the process of law and in fact the members of association are residing in a completed project where all the social infrastructure is complete such as school, hospital etc.

- vii. That furthermore, the complainant has willingly and voluntarily committed fraud in creation of the said association. That as per Chapter II, Clause 6 of the Bye-Laws, *"every person who **owns** an apartment"* in the Project and who has given a declaration is a member of the Association. That further, as per Chapter IV, Clause 25(i) of the bye-laws, the *"the affairs of the Association shall be managed by a 'Board of Managers', comprising of five office-bearers and **five non-office bearers totaling ten**, who shall be **elected** by members of Association for a term of three years....."*. That however, the formation of the alleged Board of Managers has been in complete violation of the same. That as noted above, the essence of 'ownership' is a pre-requisite and while the exact date of registration of the alleged association is unknown, assuming it to be in 2021, at least 6/10 members of the Board had not executed their conveyance deed by 2021. That without prejudice to the rights and submissions of the respondent, even in the circumstance that an association was formed way back in 2021, it could have only been an association of allottees and not a resident's welfare association, as alleged in the present case, which can only be formed by owners.
- viii. That moreover, the necessary requirement of having 5 non-office bearers has also not been met by the Complainant herein. A reference may kindly be given

to the list of Board of Managers at page 142 of the complaint. The name of the allottee at S. No. 7 and 10 are repeated to meet the criteria. The following may kindly be noted:

S. No. as per list of Board of Members in MOA	Name of allottee	Date of CD / repetitive members
S. No. 5.	Sonpal Tomar (Q-903)	15-12-2021
S. No. 6.	Sanjay Kumar (K-901)	Not executed yet
S. No. 7.	Amit K Tiwari (K-1705)	10-11-2023
S. No. 8.	Surender Kumar Garg (L-1105)	19-12-2022
S. No. 9	Babita Vaishnawa (K-G003)	Not executed yet
S. No. 10	Amit K Tiwari (K-1705)	Same as s. no. 7. (hence, effectively, only 9 people signed)

- ix. That the aforementioned clearly shows the illegal nature of creation of the association. That additionally, another reference needs to be given to the board resolutions at pages 139 and 140 of the complaint. That while there is only one Mr. Amit Tiwari as per the Memorandum, under the Board Resolution, such person has been shown as - "Amit Kumar Tiwari" and "Amit Kumar Sharma" with varying signature. That the addition of Mr Amit Kumar Sharma as a non-office bearer is gravely un-substantiated and such acts of using one person for merely completing the minimum threshold of members is patently illegal and any action done by such association should be held to be illegal.

- x. That immediately upon obtaining the occupation certificate, the maintenance of the common areas of the project has been handed over by the respondent to the maintenance agency "M/s Business Park Maintenance Private Limited" (hereinafter referred to as "**BPMS/Maintenance Agency**"). Further, maintenance agreements have been executed between each individual Apartment Owner and the Maintenance Agency and these individual Apartment Owners have been paying common area maintenance charges to the Maintenance Agency directly without any involvement of the Respondent no. 1 i.e. BPTP Ltd.
- xi. That since the Deed of Declarations of the Project have already been submitted, the Respondent is willing and desirous of handing over the project to the rightful/duly elected RWA in compliance of the provisions of HAOA and Real Estate (Regulation & Development) Act, 2016 (herein after referred to as "**RERA Act, 2016**"). However, it is the RWA who is not coming forward to take over the Project, for reasons best known to them. In fact the Respondent has filed a representation dated 18.11.2024 to the Senior Town Planner seeking directions to be issued to the RWA to take over the Project and maintenance and operation of the project.
- xii. That the common areas and facilities provided within the entire 'Group Housing' are for common usage of all unit holders within the entire larger licensed area (aggregating to 43.558 acres) i.e Group Housing. However, only the alleged RWA of "Spacio" is before this Ld. Authority in this complaint, who cannot claim rights over the same to the exclusion of the others.

- xiii. That along with handover of the project, the net IFMS will be transferred after due adjustment of deficit amount/outstanding dues, to the duly elected RWA on handover by the Maintenance Agency. It is further submitted that, however, there is no surplus IFMS that is to be transferred as the balance is in deficit i.e. cash negative only. It is further submitted that legally no interest can be granted on the IFMS amount under applicable laws.
- xiv. That after having agreed to the aforementioned terms, the parties are deemed to have waived any right that they may have had in respect to any legal issue whatsoever and in such a circumstance, the doctrine of waiver as well as estoppel operates. That it is a well-settled principle of law that the doctrine of waiver operates when a person, with full knowledge of his/her rights, consciously does any act in furtherance to waiving such rights. Once waived, such person cannot subsequently seek to assert or benefit from the very rights that have been relinquished. This principle further extends to ***estoppel by deed*** and ***estoppel by conduct***, "***allegans contraria non est audiendus***" precluding the parties from raising claims that are inconsistent with their previously recorded acknowledgments and actions.
- xv. That even in the present instance, the allottees had agreed with the promoter in relation to the full and final settlement of all alleged issues with respect to the Project and had also agreed to not become a part of any group / association or have any representation to raise any issues. At this stage, it is unclear as to who all form part of the alleged association, and

the status of settlement with an individual person, however, all such individuals who have settled all grievances cannot be considered to be a part of the present complaint and no complaint can be entertained with such standing.

- xvi. That bare perusal of the entire complaint shows that the main grievance of the Complainant is with respect to maintenance which is being managed by BPMS/ Maintenance Agency. It is reiterated that separate Maintenance Agreements have been executed between each individual allottee and the Maintenance Agency and the individual allottees have been paying common area maintenance charges to the Maintenance Agency at the agreed rate which are revised from time to time. Without prejudice, if any allottee has any grievance against the services of maintenance and Maintenance Agreement, then they may approach appropriate forum. It is most humbly submitted that this Ld. Authority is not the appropriate forum having jurisdiction to adjudicate on the issues arising from the Maintenance Agreement.
- xvii. It is further submitted that the respondent has duly completed the construction of the project, obtained the Occupation Certificates thereof, executed and registered majority of the Conveyance Deeds with the allottees, and hence completed all its responsibility under the provisions of the RERA Act, 2016. Thus, the respondent cannot be made liable for any maintenance related issue after the maintenance has been handed over to the Maintenance Agency with whom the residents have a separate

Agreement and understanding. Hence, the present allegations and the complaint are not maintainable against the respondent.

- xviii. That in 2021, a committee was formed under the chairmanship of Mr. Manik Sonawane, IAS, and along with RK Singh, CTP (Retired) and Laxmi Kant Saini (CA), Members, to deal with multiple issues revolving around the license area including the Project in question. That certain issues especially with respect to the Club were already dealt with in the said report of the Committee (herein after referred to as "**Committee Report**"), (*detailed submissions in this respect have been made in the Preliminary submissions in the ensuing paragraphs*), hence such issues are governed by the principle of Res-judicata.
- xix. That as is evident from a bare perusal of the said OCs, the same were duly granted after the consideration of the NOC for fire safety, Environment Clearance, Structural stability, public health functional reports and certificate of registration of lifts, etc.
- xx. There is complete electricity load available as per requirement at the project, from the Dakshin Haryana Bijli Vitran Nigam (hereinafter referred to as the "**DHBVN**"), fed on 11 KV level 66 /11KV DHBVN sub station at sector -9, Gurgaon. It is submitted that the entire internal electrical infrastructure is complete, and the existing 11 KV connection will be upgraded to a 33 KV level once the 220/33 KV substation is energized by DHBVN which is yet to be completed by DHBVN as evident from the sanction letter for 15000 KVA load sanction, further to note that the respondent as a developer has installed 33KV sub-station to receive



electricity from 220 KV sub-station in discharge of its obligation, and it is ready for energization since 2018. Due inspection was also completed by the office of Executive Engineer, Electrical Inspectorate, Haryana vide Memo No. HTI/ 11687 dated 17.07.2020 and the energization of the installation comprising of 2*10 MVA 33/11 KVA Power T/Fs was accorded.

- xxi. That Additionally, as per the site load requirements, 2 DG sets of 2250 KVA have also been installed and are functional. That the said DG sets were also inspected by the office of Executive Engineer, Electrical Inspectorate, Haryana and as noted by the department that all the provisions of the relevant safety and electric supply regulations were being complied with have been noted to have been complied with, as evident from the Inspection report bearing memo no. 9226 dated 09.07.2024.
- xxii. That moreover, the annual inspection was also conducted by the office of Executive Engineer, Electrical Inspectorate, Haryana and as noted by the department and it was noted that all the provisions of the relevant safety and electric supply regulations were being complied with.
- xxiii. The permissions for water supply have been duly granted. The water connection from the Project has been taken from the 600mm Dia master line laid by GMDA. In this regard, GMDA had written a letter vide memo no 725 dated 14.11.2022 noting that water supply line has been laid by GMDA and requesting connection to be taken from newly laid line of 600mm dia once pipe line is charged by GMDA. That the laying of 600mm dia pipe line

is a future planning of department and the project water line will be connected once the new pipeline is laid and charged.

xxiv. That furthermore, as regards the location of the WCP is concerned, the same is at a designed place. The location of the same cannot be altered at the whims and fancies of the complainant. That moreover, the WCP have an inbuilt bio-mechanized technology leaving no scope of Ozonizer. That moreover, it is of essence to note here that as per the applicable provisions of Solid Waste Management Rules, 2016, the biodegradable (wet waste) shall be processed, treated and disposed through composting within the premises mandatorily if compostable solid waste generation is more than 100 kg/day or more than 300 dwelling units. Without prejudice to the above, it is also submitted that the respondent is not obligated to relocate the WCP, and should the complainant desire to do so, the same may be undertaken by the complainant post-handover of the project. At this stage, it is reiterated that the complainant is not coming forward to accept the handover of the project, as developed in accordance with the sanctioned plans, a requirement that the complainant is intentionally avoiding.

xxv. That additionally, in respect to the allegation of the complainant qua the water logging, it is most vehemently submitted that there is no default on part of the respondent in any respect. That the city has not been a stranger to unprecedented rain. That any water logging having been caused in the Project is only due to the non-availability of the master storm water line that is to pass through Sector 37D, Gurugram by the department, as also noted above. However, it is submitted that the maintenance agency takes

all necessary precautions during the monsoon season to prevent water clogging and flooding in the basement of the Spacio project. This includes, but is not limited to, the following actions: (i) conducting thorough cleaning of basement drains and pits; (ii) ensuring the proper functioning of all basement pumps and motors in automatic mode; (iii) placing 20 sump pumps at various locations throughout the basement; (iv) cleaning of all saucer drains, catch basins, stormwater lines, and pits; (v) removing any excess material and debris from the basement; (vi) arranging additional dewatering pumps, including tractor-mounted pumps, for the removal of stormwater; and (vii) establishing a dedicated WhatsApp group, for regular reporting and monitoring, with provisions for immediate intervention in case of any emergency situations.

xxvi. That moreover, it is most humbly submitted that the project has high water table because of which percolation of water into ground is practically not feasible, consequently, the Central Ground Water Board has exempted the Project from installation of rainwater harvesting pits. However, in order to combat any/all issues, during monsoon, the Respondent places dewatering pumps and tankers/tractors at different location to drain out the storm water and ensure the basement and residential area to not get flooded. That, moreover, the respondent has already installed 20 sump pumps which are fully functional and have been provided full power backup in order to handle flooding situation.

xxvii. That a bare perusal of the deed of declaration also shows that adequate car parking have been developed as committed in Buyer's Agreement, as

per the sanctioned plans. That it was only after the development of the project having been carried out as per the sanctioned plans that the occupation certificate of the project has been received. That there has been no violation on part of the respondent in any manner whatsoever. That all the allegations of the complainant in this regard are unsubstantiated and cannot be relied upon. That once the occupation certificate has been received, there can be no allegation with respect to any violation of the building plan. It cannot be at the whims and fancies of the RWA/Complainant that additional parking may be created despite the occupation certificate having been granted by the competent authority after having verified all the developments in accordance with the sanctioned plans. That moreover, the parking requirements of the entire license area has been complied with.

6. All other averments made in the complaint were denied in toto.
7. 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 submission made by the parties.

D. Jurisdiction of the authority

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

D.1 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.

D. 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 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 complainants.

E.I The Respondent may be directed to construct the 712 No. of car parking at basement. Justification: Total number of car parking required for Spacio resident is 1068 including surface parking, but Respondent

constructed No. 500 of car parking and there is deficiency there the Respondent needs to construct 212 car parking at basement.

E.II To relocate the WCP site from residential tower to any other dedicated Place.

12. The above-mentioned reliefs no. E. I and E.II as sought by the complainant is being taken together as these reliefs are interconnected.

13. In this regard, the respondent is obliged to comply with the building plans and layout plans as well as service plans and estimates approved by the competent Authority. In case of any grievance in this regard, the complainant association may approach the competent authority i.e. DTCP , Haryana.

E.III To get rectify the structural defect, defect in quality, defect in workmanship and defect in finishing i.e. (a) seepage (b) expansion joints and (c) loose facade (d) Plumbing shaft coverage etc. at cost of the respondent(s) in all towers.

14. The respondent is directed to rectify the defects pointed out by the complainant within a period of 30 days, in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under Section 14(3) read with Section 71 of this Act.

E.IV To get an order in favour of the complainant by directing the Respondent to built 33KV Electricity Station.

15. This issue shall be regulated as per the building plans and layout plans as well as service plans and estimates approved by the competent Authority and the

guidelines of the relevant power utility. In case of any grievance in this regard, the complainant association may approach the competent authority.

E.V The Complainant is also entitled to officially hand over the maintenance of society to RWA including completion certificate with proper documentation and list of assets, liabilities, and audited accounts of the Maintenance agency.

E.VI The Complainant is further entitled to get the transfer total corpus of IFMS along with interest to RWA.

E.VII The complainant is also entitled to the corpus of reserves out of maintenance charges along with interest to RWA.

E.VIII The respondent party may kindly be directed to hand the below documents to RWA:

- a. Land purchase documents
- b. Project details Map/ drawings/ structural drawings/ permissions/ licenses/ approvals/modifications /NOCs/compliances/registration etc
- c. Agreements with third parties.
- d. Assets details
- e. Photocopy of details of documents submitted at the time of obtaining OC.

16. The above-mentioned reliefs no. E. IV to E.VIII as sought by the complainant is being taken together as these reliefs are interconnected

17. In terms of the provisions under Section 17(2) of the Act, 2016, it is provided that

"After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the ¹[completion] certificate"

In view of the above, the respondent/promoter is directed to handover the maintenance of the project and transfer the unutilized IFMS deposit to the association of allottees within a period of thirty days from the date of uploading this order. The respondent is further directed to give justification of expenditure incurred out of the IFMS deposit to the association and if any expenditure is found to be in conflict with the permissible deductions as per law, the same shall also be transferred to the association. The respondent shall handover necessary documents and plans including common areas, to the association of allottees or the competent authority, as the case may be, within 30 days after obtaining the completion certificate in terms of proviso to section 17(2) of the Act of 2016.

E.IX The complainant is entitled to a refund of the amount collected by the Respondent for Open/tensile car parking.

18. The above relief cannot be adjudicated qua the complainant which is an association. For individual reliefs allottees are entitled to press the same in separate complaints, if such a cause exists.

E.X Complainant is entitled to a refund of club membership charges (Respondent converted the community building into a Club) or transfer the corpus of club membership charges with interest to RWA.

19. This relief has already been dealt in the report of the committee headed by Sh. Manik Sonawane IAS (retired), Sh. Laxmi Kant Saini CA and Sh. R.K. Singh CTP (retired). The authority in concurrence with the recommendations of committee and decides that the club membership charges (CMC) shall be optional. The respondent shall refund the CMC if any request is received from the allottee. Provided that if an allottee opts out to avail this facility and later approaches the respondent for membership of the club, then he shall pay the club membership charges as may be decided by the respondent and shall not invoke the terms of flat buyer's agreement that limits CMC to Rs.1,00,000/-.

E.XI Complainant is entitled to get handover the physical possession of Club/community building along with assets.

20. This relief shall be regulated in terms of the Deed of Declaration filed by the respondent in terms of Section 2 of Haryana Apartment ownership Act, 1983 which provides for execution and registration of declaration within a period of 90 days after obtaining occupation certificate/part occupation certificates. Further, the respondent has stated since the Deed of Declarations of the Project have already been submitted, the Respondent is willing and desirous of handing over the project to the rightful/duly elected RWA in compliance of the provisions of HAOA and Real Estate (Regulation & Development) Act, 2016 (herein after referred to as "RERA Act, 2016"). In view of the above, the RWA

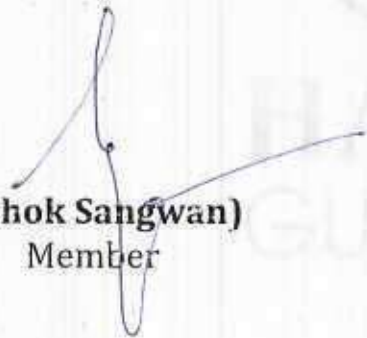
may take over the common areas of the project in terms of the Deed of Declaration.

E.XII The respondent may be directed to obtain the completion certificate of the project.

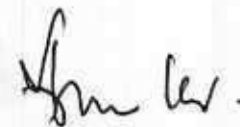
21. The respondent is directed to obtain the completion Certificate as applicable from the relevant competent Authority and make it available to the allottees or the association of the allottees as the case may be in terms of section 11(4)(b) of the Act, 2016.

F. Directions of the Authority:

22. Hence, in view of the factual as well as legal positions detailed above, the complaint filed by the complainant seeking above reliefs against the respondents is decided in terms of paras 12 to 21 above. Ordered accordingly
23. Complaint stands disposed of.
24. File be consigned to registry.



(Ashok Sangwan)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
19.08.2025