

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

<b>Date of Order:</b>	<b>19.05.2026</b>
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NAME OF THE BUILDER		VIPUL LIMITED	
PROJECT NAME		"AAROAHAN COMMERCIAL TOWER"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/1845/2025	Rohit Gupta V/S Vipul Limited & Tulip Infratech Private Limitedrelief	Tanishq Sirohi Advocate (Complainant) Nishant Jain Advocate (Respondent no. 1) Ekta Advocate (Respondent no. 2)
2.	CR/1846/2025	Rohit Gupta V/S Vipul Limited & Tulip Infratech Private Limited	Tanishq Sirohi Advocate (Complainant) Nishant Jain Advocate (Respondent no. 1) Ekta Advocate (Respondent no. 2)
3.	CR/1847/2025	Rohit Gupta V/S Vipul Limited & Tulip Infratech Private Limited	Tanishq Sirohi Advocate (Complainant) Nishant Jain Advocate (Respondent no. 1) Ekta Advocate (Respondent no. 2)
4.	CR/1849/2025	Niti Gupta V/S Vipul Limited & Tulip Infratech Private Limited	Tanishq Sirohi Advocate (Complainant) Nishant Jain Advocate (Respondent no. 1) Ekta Advocate (Respondent no. 2)
5.	CR/1851/2025	Ritu Gupta V/S Vipul Limited & Tulip Infratech Private Limited	Tanishq Sirohi Advocate (Complainant) Nishant Jain Advocate (Respondent no. 1) Ekta Advocate (Respondent no. 2)
6.	CR/1852/2025	Ritu Gupta V/S Vipul Limited & Tulip Infratech Private Limited	Tanishq Sirohi Advocate (Complainant) Nishant Jain Advocate (Respondent no. 1) Ekta Advocate (Respondent no. 2)

7.	CR/1854/2025	Mohit Gupta V/S Vipul Limited & Tulip Infratech Private Limited	Tanishq Sirohi Advocate (Complainant) Nishant Jain Advocate (Respondent no. 1) Ekta Advocate (Respondent no. 2)
8.	CR/1858/2025	Mohit Gupta V/S Vipul Limited & Tulip Infratech Private Limited	Tanishq Sirohi Advocate (Complainant) Nishant Jain Advocate (Respondent no. 1) Ekta Advocate (Respondent no. 2)

**CORAM:**Arun Kumar  
Phool Singh Saini**Chairman**  
**Member****ORDER**

1. This order shall dispose of all the 8 complaints titled as above filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Aarohan Commercial Tower" situated at Sector-53, Gurugram being developed by the respondent/promoter i.e., M/s Vipul Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to possession of the units in question,

assured return as promised by the respondent, execution of conveyance deed along with delay possession charges and other related reliefs.

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

Project Name and Location		"Aarohan Commercial Tower" situated in Sector- 53, Gurugram.				
Occupation certificate: Not obtained						
Complaint No. & Case Title	Reply status	Unit no. & Area of the unit	Date of execution of buyer's agreement	Due date of handing over of possession	Offer of possession, AR liability	Total Consideration /Total Amount paid by the complainant(s)
CR/1845/2025 Rohit Gupta V/S Vipul Limited & Tulip Infratech Private Limited	06.01.2026	1506-A, 15 <sup>th</sup> floor & 1546 sq. ft. (As per page no. 55 of the complaint)	24.04.2018 (As per page no. 44 of the complaint) Addendum agreement- 25.04.2018 (page 111 of complaint)	31.06.2022 (31.12.2021 as per clause 7 of addendum agreement dated 25.04.2018 plus grace period of 6 months on account of COVID-19)	Not offered AR payable from 01.03.2019 till first rent payment/lease.	<b>TSC:</b> <b>Rs.92,76,000/-</b> (As per page no. 55 of the complaint) <b>AP:</b> <b>Rs.99,25,320/-</b> (As per Duplicate receipt issued by Vipul Limited on page no. 119 of the complaint)
CR/1846/2025 Rohit Gupta V/S Vipul Limited & Tulip Infratech Private Limited	06.01.2026	1505-B, 15 <sup>th</sup> floor & 1053 sq. ft. (As per page no. 56 of the complaint)	24.04.2018 (As per page no. 45 of the complaint) Addendum agreement- 25.04.2018 (page 112 of complaint)	31.06.2022 (31.12.2021 as per clause 7 of addendum agreement dated 25.04.2018 plus grace period of 6 months on account of COVID-19)	Not offered AR payable from 01.02.2019 till first rent payment/lease.	<b>TSC:</b> <b>Rs.63,18,000/-</b> (As per page no. 56 of the complaint) <b>AP:</b> <b>Rs.67,60,260/-</b> (As per Duplicate receipt issued by Vipul Limited on page no. 120 of the complaint)
CR/1847/2025 Rohit Gupta V/S	06.01.2026	1505-A, 15 <sup>th</sup> floor &	24.04.2018 (As per page no. 43 of the complaint)	31.06.2022 (31.12.2021 as per clause 7 of	Not offered	<b>TSC:</b> <b>Rs.63,18,000/-</b>

Vipul Limited & Tulip Infratech Private Limited		1053 sq. ft. (As per page no. 54 of the complaint)	Addendum agreement-25.04.2018 (page 110 of complaint)	addendum agreement dated 25.04.2018 plus grace period of 6 months on account of COVID-19)	AR payable from 01.02.2019 till first rent payment/lease.	(As per page no. 54 of the complaint) <b>AP:</b> <b>Rs.67,60,260/-</b> (As per Duplicate receipt issued by Vipul Limited on page no. 118 of the complaint)
CR/1849/2025 Niti Gupta V/S Vipul Limited & Tulip Infratech Private Limited	06.01.2026	1506-B, 15 <sup>th</sup> floor & 3555 sq. ft. (As per page no. 55 of the complaint)	24.04.2018 (As per page no. 46 of the complaint) Addendum agreement-25.04.2018 (page 93 of complaint)	31.06.2022 (31.12.2021 as per clause 7 of addendum agreement dated 25.04.2018 plus grace period of 6 months on account of COVID-19)	Not offered AR payable from 01.03.2019 till first rent payment/lease.	<b>TSC:</b> <b>Rs.2,13,30,000/-</b> (As per page no. 55 of the complaint) <b>AP:</b> <b>Rs.2,28,23,100/-</b> (As per Duplicate receipt issued by Vipul Limited on page no. 119 of the complaint)
CR/1851/2025 Ritu Gupta V/S Vipul Limited & Tulip Infratech Private Limited	06.01.2026	1504-B, 15 <sup>th</sup> floor & 1053 sq. ft. (As per page no. 54 of the complaint)	30.04.2018 (As per page no. 44 of the complaint) Addendum agreement-01.05.2018 (page 108 of complaint)	31.06.2022 (31.12.2021 as per clause 7 of addendum agreement dated 01.05.2018 plus grace period of 6 months on account of COVID-19)	Not offered AR payable from 01.05.2019 till first rent payment/lease.	<b>TSC:</b> <b>Rs.63,18,000/-</b> (As per page no. 54 of the complaint) <b>AP:</b> <b>Rs.67,60,260/-</b> (As per Duplicate receipt issued by Vipul Limited on page no. 116-117 of the complaint)
CR/1852/2025 Ritu Gupta V/S Vipul Limited & Tulip Infratech Private Limited	06.01.2026	1504-A, 15 <sup>th</sup> floor & 1053 sq. ft. (As per page no. 54 of the	30.04.2018 (As per page no. 44 of the complaint) Addendum agreement-01.05.2018 (page 108 of complaint)	31.06.2022 (31.12.2021 as per clause 7 of addendum agreement dated 01.05.2018 plus grace period of 6	Not offered AR payable from 01.05.2019 till first rent	<b>TSC:</b> <b>Rs.63,18,000/-</b> (As per page no. 54 of the complaint) <b>AP:</b> <b>Rs.67,60,260/-</b> (As per Duplicate receipt issued by Vipul Limited on

		complaint)		months on account of COVID-19)	payment/lease.	page no. 116-117 of the complaint)
<b>CR/1854/2025</b> <b>Mohit Gupta V/S Vipul Limited &amp; Tulip Infratech Private Limited</b>	06.01.2026	1506-D, 15 <sup>th</sup> floor & 1520 sq. ft. (As per page no. 56 of the complaint)	24.04.2018 (As per page no. 47 of the complaint) Addendum agreement- 25.04.2018 (page 112 of complaint)	31.06.2022 (31.12.2021 as per clause 7 of addendum agreement dated 25.04.2018 plus grace period of 6 months on account of COVID-19)	Not offered AR payable from 01.03.2019 till first rent payment/lease.	<b>TSC:</b> <b>Rs.91,20,000/-</b> (As per page no. 56 of the complaint) <b>AP:</b> <b>Rs.97,58,400/-</b> (As per Duplicate receipt issued by Vipul Limited on page no. 114 of the complaint)
<b>CR/1858/2025</b> <b>Mohit Gupta V/S Vipul Limited &amp; Tulip Infratech Private Limited</b>	06.01.2026	1506-C, 15 <sup>th</sup> floor & 1309 sq. ft. (As per page no. 58 of the complaint)	24.04.2018 (As per page no. 49 of the complaint) Addendum agreement- 25.04.2018 (page 114 of complaint)	31.06.2022 (31.12.2021 as per clause 7 of addendum agreement dated 25.04.2018 plus grace period of 6 months on account of COVID-19)	Not offered AR payable from 01.03.2019 till first rent payment/lease.	<b>TSC:</b> <b>Rs.78,54,000/-</b> (As per page no. 58 of the complaint) <b>AP:</b> <b>Rs.84,03,780/-</b> (As per Duplicate receipt issued by Vipul Limited on page no. 122 of the complaint)

**The complainant in the above complaint(s) has sought the following reliefs:**

1. Direct the respondent to pay the pending assured return in terms of the addendum agreement.
2. Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.
3. Compensation and litigation cost.

**Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:**

**Abbreviation Full form**

**TSC** Total Sale consideration

**AP** Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant against the promoter on account of contraventions alleged to have been committed by the promoter in relation to Section 11(4)(a) of the Act, 2016 and for not handing over the possession by the due date, seeking award of possession

along with delayed possession charges, assured return as promised by the respondent and other reliefs.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent/promoter in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case *CR/1845/2025 titled as Rohit Gupta Vs M/s Vipul Limited & Tulip Infratech Private Limited* are being taken into consideration for determining the reliefs of the allottee(s) qua possession, delay possession charges and others.

**A. Project and unit related details**

7. The particulars of the project, the details of 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. No.	Particulars	Details
1.	Name of the project	"Aarohan Commercial Tower"
2.	Location of the project	Sector-53, Gurugram
3.	Nature of the project	Commercial Complex [under Mixed Land Use under TOD Policy dated 09.02.2016]
4.	Project Area	<b>1.545 acres</b> for development of "Aarohan Commercial Tower" on 2.829 acres registered for commercial out of 19.244 acres (Total Land)
5.	DTCP license no. and validity status	168 to 172 of 2004 dated 16.12.2004 valid up to 15.12.2024 545 to 546 of 2006 dated 13.03.2006 valid up to 12.03.2025
6.	Name of licensee	M/s Vipul Limited & others

7.	<p>RERA Registered/ not registered  <b>(SUPERSEDED BY GGM/554/286/2022/29 DATED 25.04.2022)</b></p> <p>The registration certificates issued for part of the project/phase residential group housing vide Registration No. 131 of 2017 dated 28.08.2017 (Interim RERA, Panchkula) and commercial component part registered vide Registration No. GGM/269/2018/01 dated 11.04.2018 stand subsumed in this registration certificate without affecting the obligations and liabilities of M/s Vipul Ltd. and M/s Moon Apartments Pvt. Ltd. towards the existing allottees.</p>	<p><b>Registered [total land area 2.829 acres]</b>  <i>[by M/s Vipul Limited for Aarohan Commercial Tower]</i>  01 of 2018 dated 11.04.2018 valid up to 30.06.2023</p> <p><b>Registered [total land area 19.244 acres]</b>  <i>[by M/s Tulip Infratech Private Limited for Project - Tulip Monsella (Group Housing) and Tulip Attila (Commercial)]</i>  29 of 2022 dated 25.04.2022 valid up to 31.12.2030</p>
8.	Unit and Floor no.	1506-A, 15 <sup>th</sup> Floor [As mentioned in clause 2.1 of BBA on page no. 55 of the complaint]
9.	Unit area admeasuring	1546 sq. ft. (Super Area) (As mentioned in clause 2.1 of BBA on page 55 of the complaint)
10.	Allotment letter	24.04.2018 (As per page no. 32-41 of the complaint)
11.	Date of execution of buyer's agreement	24.04.2018 (As per page no. 42-110 of the complaint)
12.	Possession Clause as per clause 7 of addendum agreement dated 25.04.2018	<p>7.1 It is agreed between the parties that Clause 7.1 (a) of the principal agreement stands amended and restated as under:</p> <p>(a) It is agreed by the first party that it shall endeavour to complete the construction of the commercial unit, obtain the occupation certificate and lease the property by 31.12.2021.</p> <p><b>[Emphasis Supplied]</b></p>

		(As per clause 7 amended and restated under addendum agreement on page no. 115 of the complaint)
13.	Due date of possession	<b>31.06.2022</b> [31.12.2021 + 6 months] (Note: the due date of possession is calculated as per clause 7 vide which 7(a) is amended and restated under addendum agreement plus Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020)
14.	Addendum agreement	25.04.2018 (As per page no. 111-118 of the complaint)
15.	Assured return clause as per addendum agreement <i>[clause 2 of addendum agreement]</i>	2. That the first party shall, give an <b>assured return @Rs.105/- per sq. ft. per month of super area (as set out in the principal agreement) payable w.e.f. 01.03.2019</b> , payable at the end of month for which it is due, till the date of commencement of first rent payment from tenant... (As per page no. 113 of the complaint)
16.	Increase in assured return <i>[clause 9 of addendum agreement]</i>	9. <b>Should the first party not be able to lease the property even till 31.12.2023, this monthly assured return shall stand increased by 15% over last return paid for every successive three years.</b> (As per page no. 116 of the complaint)
17.	Obligation of respondent for payment of assured return <i>[clause 3 of addendum agreement]</i>	3. <b>That the first party shall be obligated to pay this assured return till the time it lease the unit at a rent of Rs.105/- per sq. ft. per month...</b> (As per page no. 113 of the complaint)
18.	Total sale consideration	Rs.92,76,000/- (As mentioned in clause 2.1 of BBA on page 55 of the complaint)
19.	Amount paid by the complainant	Rs.99,25,320/- (As per duplicate receipt issued by M/s Vipul Limited on page no. 119 of the complaint)
20.	Occupation certificate /Completion certificate	Not obtained
21.	Offer of possession	Not offered

**B. Facts of the complaint**

8. The complainant has made the following submissions:

- I. That the respondent in the year 2018 started promoting the proposed commercial project on a large scale by the name and style of "Aarohan Commercial Tower" forming part of "Aarohan Mixed Land Use Project" situated at Sector 53, Gurugram, Haryana inviting the people to invest for a better future. Subsequently, the respondent/promoter approached the complainant and proposed the said commercial project, offering high assured returns and guaranteed lease rentals. The complainant got attracted towards the said marketing strategy and approached the respondent/promoter for securing.
- II. That the complainant relying upon the representations and assurances made by the respondent, agreed to purchase a unit, as the respondent had guaranteed an investment return scheme. Pursuant to the said scheme and the assurances provided, an allotment letter dated 24.04.2018 was issued in favour of the complainant. The complainant was allotted a commercial space bearing No. 1506-A admeasuring 1546 sq. ft., located on 15<sup>th</sup> floor of the said project for total consideration of Rs.92,76,000/-.
- III. That the respondent/promoter, after inducing the complainant to believe that early payment of the entire consideration would result in the commencement of assured monthly returns at the earliest, persuaded the complainant to make the full payment. Relying on this assurance, the complainant duly paid the entire consideration to the respondent with the expectation of receiving the promised investment benefits in the future. Subsequently, the complainant and the respondent executed the unit buyer's agreement on 24.04.2018 and addendum to the agreement on 25.04.2018.

- IV. That as per the clause 2 of the addendum agreement, the respondent/promoter assured the complainant that an assured return @Rs.105/- per sq. ft. per month of super area shall be payable with effect from 01.03.2019, payable at the end of the month till the date of commencement of first rent payment from the proposed lessee. Furthermore, the respondent/promoter assured the complainant that as per clause 9 of the addendum agreement, the respondent promoter shall pay, the monthly assured return increased by 15% over last return paid for every successive three years.
- V. That the respondent/promoter in order to create an ambience of trust were complying with their obligation in terms of clause 2 of the addendum agreement which was to pay the monthly assured returns. However, the faith of the complainant did not last for long as the respondent started to default in paying the assured returns. The complainant contacted the respondent time to time to know the status of the construction of the project but the respondent always gave ambiguous answers and assured that the possession will be given on time without delay and default. The respondent/promoter kept reassuring the complainant that the assured returns would be paid till the unit is put to lease.
- VI. That the respondent stopped paying the assured returns after 31.03.2020 and till date no amount has been paid to the complainant by the respondent as per the addendum agreement dated 25.04.2018.
- VII. That thereafter, the complainant constantly kept taking the update from the officials of the respondent however, no update was ever provided nor the assured returns. The complainant had no option but to wait in the hopes of getting the possession as soon as the complainant has already paid the entire consideration.



- VIII. That as per clause 7 of the addendum agreement, it was stated that the respondent/promoter shall complete the construction of the commercial unit, obtain the occupancy certificate and lease the property by 31.12.2021, however the respondent has not completed the construction of the commercial unit and never leased the property.
- IX. That the complainant bona fide for his needs and better future had purchased the unit in question. The addendum agreement was signed in 2018 and it has been nearly 7 years and the construction is not completed yet as promised by the respondent that the construction would be completed by 31.12.2021.
- X. That as per clause 9 of the addendum agreement, it was also agreed that if the respondent is unable to lease the property even till 31.12.2023, the monthly assured return shall stand increased by 15% over last return paid for every successive three years. The respondent has knowingly and intentionally violated the said terms of the addendum agreement and despite there being the liability to pay the guaranteed monthly assured return, the respondent has miserably failed to fulfil the said terms.
- XI. That as huge time has lapsed, the complainant therefore made several calls to the customer care to seek status of the construction and handing over of the possession of the unit, but the complainant was never provided with a satisfactory response and respondent gave false assurances to complete the construction.
- XII. That thereafter, the complainant was further shocked and appalled when it came into the knowledge of the complainant that the project has been lapsed as per the information available on the website of the Authority. Furthermore, the project has been superseded by another project namely "Tulip Monsella" having registration number

GGM/554/286/2022/29 dated 25.04.2022. The same has been done by the respondent/promoter without informing or intimating the complainant and this clearly shows the *modus operandi* of the respondent. The complainant raised all his afore-mentioned grievances to the respondent by visiting the respondent promoter's office regularly however, they fell onto the deaf ears of the respondent.

- XIII. That despite receiving the consideration of the unit, the respondent has failed to pay the agreed monthly assured returns and further failed to complete the construction of the unit within the promised time period.
- XIV. That the complainant is a *bona fide* allottee and has made the booking on the representations and assurances given by the respondent of providing timely possession of the unit and to let-out the unit for leasing purpose as per the terms agreed as per the addendum agreement. In addition to the grave financial losses, the respondent has cheated the complainant on various dates by not providing the monthly assured returns to the complainant.
- XV. Thus, the cause of action for filing the present complaint arose on various dates as specifically mentioned hereinabove and since the construction is still ongoing therefore, any offer of possession is *inter-se* against the rules and provisions of the Act of 2016. Hence, the present complaint.

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

9. The complainant has sought following relief(s):
- i. Direct the respondent to pay the pending assured return in terms of the addendum agreement.
  - ii. Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.

- iii. Direct the respondent to pay compensation and litigation cost.
10. On the date of hearing, the Authority explained to the respondents/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 no. 1:**

11. The respondent no.1 vide its reply has contested the complaint on the following grounds:
- I. That the present complaint is not maintainable against the answering respondent. The complainant is not an allottee. The complainant is merely an investor and never intended to take possession of the unit involved in the present complaint. It is clear from the facts and submissions of the complainant that the complainant is only an investor and not an allottee of any unit. There was no intention of the complainant to take possession of the unit. Hence, no question of handing over of possession or payment of delayed possession charges or assured return can be raised by the complainant. The complainant is neither entitled for possession of unit nor for any other relief as claimed in the prayer clause of the complaint.
  - II. That the present complaint is hopelessly barred by limitation. The complainant allegedly entered into an agreement with the respondent in the year 2018 and have filed the present complaint in the year 2025, i.e., almost after a lapse of nearly 7 years. The complainant has no right to file the present complaint.
  - III. That the present complaint is not maintainable on the grounds of mis-joinder of parties. The complainant admittedly knew about the fact that the respondent is not constructing the project in question and neither does the respondent has the possession of the said project. Any relief

claimed against the respondent in lieu of the said project cannot be executed. The respondent is not a necessary party to the present complaint.

- IV. That the alleged addendum agreement relied upon by the complainant is merely a photocopy document and is un-registered. The alleged agreement cannot be relied upon by the Authority for the purposes of granting the relief claimed in the prayer clause of the complaint. Further, as per Section 17 of the Registration Act, 1908, the said agreement was compulsorily registrable. The alleged addendum agreement creates an interest that far exceeds the value of Rupees one hundred. The said document was compulsorily registrable and the same now is liable to be impounded by the Hon'ble Authority and the complainant is liable to pay penalty on the registration amount. Further, such disputed, un-registered and photocopy of a document cannot convey any right upon the complainant and the same cannot be relied upon for granting the relief as prayed for.
- V. That no cause of action has ever accrued in favour of the complainant to file the present complaint before the Hon'ble Regulatory Authority against the respondent. The complaint being without any cause of action is liable to be dismissed on this ground alone.

**E. Reply by the respondent no. 2:**

12. The respondent no.2 vide its written submissions has contested the complaint on the following grounds:
- i. That the allegedly buyer's agreement for unit Nos. 1506-A had been executed on 24.04.2018, whereas applicant been inducted into the project only in the year 2021. At the time of execution of the said agreements, applicant was neither a promoter not the party to the project and therefore, it cannot be fastened with any contractual or



- statutory liability arising retrospectively from any alleged agreements solely executed with Vipul Limited.
- ii. That with the formulation of RERA Certificate no. 29 of 2022 dated 25.04.2022 and with promulgation thereto its recitals itself have curtailed the obligations of the applicant and fastened the liabilities of its inducted allottee(s) upon it categorically and the same cannot in manner be shifted upon the applicant at all. The RERA certificate-being a statutory instrument-mandates that all past liabilities rest solely upon Vipul Limited. Respondent No.2's role post its induction is of a contractor for the already inducted allottee(s) by Vipul Limited as categorically contemplated therein the said RERA Certificate and its terms thereof.
  - iii. That the RERA Registration Certificate, being a statutory instrument issued under the Real Estate (Regulation & Development) Act 2016, which clearly records-through clauses (iv), (v), (vi) and (vii)-that Vipul Limited remains solely responsible for all existing allottees, past lapses, pre-existing sale obligations, non-compliances & that respondent no.2 is only a contractor/BIP Holder with no liability for pre-existing obligations. Therefore, the explicit record of the authority in the RERA certificate, supported by statutory mandate and subsequent governmental approvals, clearly establishes that: respondent no.1 remains liable for all pre-existing allottees obligations: Respondent no.2 is merely a developer inducted for future development and not responsible for past liabilities. The project completion timeline is valid up-to 2030, making allegations of present delay legally incorrect.
  - iv. That the "TIPL" acted solely as a contractor for "VIPUL" under a Joint Development Agreement and RERA registration, hence "VIPUL" is

solely liable for any defaults related to flats already sold by him. This because the contractor's liability is typically limited to the contractual obligations as a service provider, hence the "Vipul" bears all the responsibilities to the buyers.

- v. That the contract executed between both the party is purely a contract of 'service'. That the 'VIPUL' provided the land. The 'TIPL' agreed to construct the flat. Thereafter, both the party will share the constructed area both the parties agreed to sell their respective area separately. The TIPL shall have no involvement in or control over VIPUL's choice of buyer, sale terms, pricing, or closing process for VIPUL's portion. Conversely, VIPUL shall have no influence over share of 'TIPL'.
  - vi. That the privity rule means that only the parties to a contract (those privy to it) have enforceable rights and obligations under the contract. An individual or corporate entity who is not a party to the contract is called a –third party. A third party does not have enforceable rights or obligations under the contract.
13. 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.

**F. Jurisdiction of the authority:**

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

**F.I Territorial jurisdiction**

15. 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.

### **F.II Subject matter jurisdiction**

16. 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.*

17. 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.

### **G. Findings on objections raised by the respondent:**

#### **G.I Objection regarding the complaint barred by Limitation Act, 1963.**

18. The respondent no.1 has contended that the complainant has entered into an agreement with the respondent in 2018 and has been filed the present complaint in 2025 after a lapse of 7 years thus, the complaint is barred by limitation.
19. On consideration of the documents available on record and submissions made by the party, the Authority observes that the project in question is an ongoing project, and the respondent/promoter has failed to apply and obtain the CC/part CC till date. The legislation is very clear in this aspect that a project shall be regarded as an "ongoing project" until receipt of

completion certificate. Since no completion certificate has yet been obtained by the respondent/promoter with regards to the concerned project, the project shall be regarded as an "on-going" project and liability of the respondent is still continuing. Moreover, it is observed that despite receipt of an amount of Rs.99,25,320/- from the complainant back in April, 2018 against the booked unit, the respondents have failed to handover the possession of the unit to the complainant and thus, the cause of action is continuing till date and recurring in nature. The Authority relied upon the Section 22 of the Limitation Act, 1963 and the relevant portion is reproduced as under for ready reference: -

*22. Continuing breaches and torts-*

*In the case of a continuing breach of contract or in the case of a continuing tort, a fresh period of limitation begins to run at every moment of the time during which the breach or the tort, as the case may be, continues.*

20. Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

**G.II Objection regarding complainant being investor.**

21. The respondent no.1 took a stand that the complainant is investor and not consumer and therefore, he is not entitled to the protection of the Act and thereby not entitled to file the complaint under Section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainant is buyer and he has paid a total price of Rs.99,25,320/- to the promoter towards purchase of a unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

*"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes*

*the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

22. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and complainant, it is crystal clear that the complainant is allottee as the subject unit was allotted to him by the promoter. Further, the concept of investor is not defined or referred in the Act. In view of the above, the contention of promoter that the allottee being investor is not entitled to protection of this Act stands rejected.

**G.III Objection regarding mis-joinder of parties.**

23. The respondent no.1 has raised another contention that the complainant has made M/s Vipul Limited a party to the complaint and sought the relief of handing over of possession despite his knowledge that the project is now being developed by M/s Tulip Infratech Pvt. Ltd. As per the terms of the Joint Development Agreement, M/s Tulip Infratech Pvt. Ltd. is responsible for the development of the entire real estate project and also holds a Power of Attorney from the landowners, as detailed in Article 14 of the Joint Development Agreement, for the land on which the buildings or apartments are constructed. Furthermore, an amended Registration Certificate bearing No. 29 of 2022 has been issued by the Authority in this regard which clearly indicates that respondent no. 1 is only the license holder, whereas M/s Tulip Infratech Pvt. Ltd. is the beneficial interest/permission holder of the project. Therefore, in respect of the area already sold to the existing allottees by M/s Vipul Limited, the applicant-promoter, i.e., M/s Tulip Infratech Pvt. Ltd., shall be treated as the contractor of M/s Vipul Limited. Accordingly, M/s Tulip Infratech Pvt. Ltd. is now solely responsible for the completion of the project.
24. The Authority observes that as per RERA Registration Certificate No. 29 of 2022 dated 25.04.2022, the erstwhile liabilities and obligations towards the

"Erstwhile Allottee(s)" lie squarely upon M/s Vipul Limited. The relevant part of registration certificate is reproduced below:

*H(iv) "For the purpose of construction and development of area allocated to the landowner cum license holder and for the purpose of are already sold to the existing allottee(s) by M/s Vipul Limited, the applicant promoter i.e., Tulip Infratech Pvt. Ltd. shall be treated as contractor of M/s Vipul Limited and liabilities pertaining to existing allottees shall lie with M/s Vipul Limited as specified in the Joint Development Agreement executed between the parties.*

*H(vi) The Authority reserves its right to initiate penal proceedings for various acts of omissions and commission leading to violation of the provisions of the Act, rules and regulations made thereunder against the erstwhile promoter. Now through joint development agreement for the entire project including the incomplete phase is to be developed by M/s Tulip Infratech Pvt. Ltd. The liability arising out due to non-completion of the registered phase in the declared time period for completion shall be entirely with the erstwhile promoter.*

*For the parts of the project/phases the erstwhile promoter has given development rights to the BIP holder for these parts the role of BIP holder is like a contractor and responsibility for all obligations and liabilities arising out of this portion shall be solely with the erstwhile promoter.*

25. Further, as per clauses H(iv) and H(vi) of Registration Certificate No. 29 of 2022 dated 25.04.2022, for the parts of the project/phases the erstwhile promoter has given development rights to the BIP holder, responsibility for all obligations and liabilities arising out of that portion shall be solely lies with the erstwhile promoter. The unit allotted to the complainant lies in the part of the project which was initially allotted by respondent no.1 and thereafter for which development rights have been given to respondent no.2. Further, the consideration towards the unit in question has been paid by the complainant solely to respondent no.1. Therefore, considering the above, respondent no. 1 cannot deny its obligations and liabilities under the provisions of Act, 2016 towards the complainant. In view of the above, the objection raised by the respondent no.1 regarding mis-joinder of parties is declined being devoid of merits.

**H. Findings on the relief sought by the complainant:**

**H.I Direct the pending assured return in terms of the addendum agreement.**

26. The complainant is seeking assured return as per the addendum agreement dated 25.04.2018 at the rates mentioned therein. It is pleaded by the

complainant that the respondent has not complied with the terms and conditions of the said addendum agreement. Though for some time, the amount of assured return was paid but later on, the respondent refused to pay the same.

27. The Authority observes that vide buyer's agreement dated 24.04.2018 a commercial unit bearing no. 1506-A was allotted to the complainant for sale consideration of Rs.92,76,000/-. As per clause 7.1 (a) of the addendum agreement, the due date for handing over of possession was 31.06.2022, which includes the grace period of 6 months on account of COVID-19. Vide clause 2 of the addendum agreement dated 25.04.2018, the respondent has promised an amount of Rs.105/- per sq. ft. of super area per month in the form of assured return w.e.f. 01.03.2019 till the date of commencement of first rent payment from tenant which means till first lease.
28. The money was taken by the promoter as deposit in advance against allotment of immovable property and its possession was to be offered within a certain period. However, in view of taking sale consideration by way of advance, the promoter promised certain amount by way of assured return for a certain period. So, on his failure to fulfil that commitment, the allottee has a right to approach the authority for redressal of his grievances by way of filing a complaint.
29. The promoter is liable to pay that amount as agreed upon. Moreover, an agreement/addendum agreement defines the builder-buyer relationship. So, it can be said that the agreement for assured returns between the promoter and allottee arises out of the same relationship and is marked by the said agreement.
30. In the present complaint, the assured return was payable as per clause 2, 3 and clause 9 of addendum agreement dated 25.04.2018, which is reproduced below for the ready reference:

- 2. That the first party shall, give an assured return @Rs.105/- per sq. ft. per month of super area (as set out in the principal agreement) payable w.e.f. 01.03.2019, payable at the end of month for which it is due, till the date of commencement of first rent payment from tenant...*
- 3. That the first party shall be obligated to pay this assured return till the time it lease the unit at a rent of Rs.105/- per sq. ft. per month...*
- 9. Should the first party not be able to lease the property even till 31.12.2023, this monthly assured return shall stand increased by 15% over last return paid for every successive three years.*
31. Thus, the assured return was payable @Rs.105/- per sq. ft. of super area per month per month w.e.f. 01.03.2019, till the date of commencement of first payment from tenant/lease and in the event the respondent no.1 is not able to put the unit in question on lease till 31.12.2023, then the assured return post 31.12.2023, was to paid at the increased rate of 15% as agreed between the parties vide addendum agreement dated 25.04.2018.
32. The respondent no.1 in its reply dated 06.01.2026 took a plea that the complainant is not entitled to the benefit of assured returns as the addendum agreement dated 25.04.2018 is unregistered. However, the said addendum agreement is signed by the complainant as well as the respondent no. 1 wherein it is agreed between them that in the event of any conflict between this addendum agreement and principal agreement, the terms of this addendum shall prevail. Moreover, the respondent was paying the assured returns after the execution of addendum agreement dated 25.04.2018 and paid the assured returns till 31.03.2020 as admitted by the complainant in the complaint itself.
33. In light of the reasons mentioned above, the Authority is of the view that as per addendum agreement dated 25.04.2018, it was obligation on the part of the respondent no.1 to pay the assured return. It is necessary to mention here that the respondent no.1 has failed to fulfil its obligation as agreed inter se both the parties in addendum agreement dated 25.04.2018. Further, it is evident from record that the respondent/promoter has failed to obtain

occupation certificate and has not put the unit of the complainant on lease till date. Accordingly, the liability of the respondent no.1 to pay assured return as per addendum agreement is still continuing. Therefore, considering facts of the present case, the respondent no.1 is liable to pay the amount of assured return to the complainant in terms of clause 2 read with clause 9 of the addendum agreement dated 25.04.2018 at the agreed rate i.e., @Rs.105/- per sq.ft. per month of super area from 01.03.2019 till 31.12.2023, after deducting the amount already paid on account of assured return to the complainant. Subsequently, from 31.12.2023, the respondent no.1 is liable to pay assured return at the increased rate of 15% till the commencement of first lease as agreed between the parties vide clause 9 of the addendum agreement dated 25.04.2018.

**H.II Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.**

34. 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."*

35. Clause 7.1 of the addendum agreement dated 25.04.2018 provides for handing over of possession and is reproduced below: -

*7.1 It is agreed between the parties that Clause 7.1 (a) of the principal agreement stands amended and restated as under:*

*(a) It is agreed by the first party that it shall endeavour to complete the construction of the commercial unit, obtain the occupation certificate and lease the property by 31.12.2021.*

36. **Due date of possession:** As per clause 7 of the addendum agreement dated 25.04.2018, the possession of the allotted unit was supposed to be offered by 31.12.2021. Further a grace period on account of covid-19 is allowed to

the respondent in view of the HARERA notification no. 9/3-2020 dated 26.05.2020. Thus, the due date of possession come out to be 31.06.2022.

37. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at prescribed rate of interest. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. Rule 15 has been reproduced as under:

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

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

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

38. 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.
39. 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., 19.05.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
40. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

*Explanation. —For the purpose of this clause—*

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

41. The Authority further observes that now, the proposition before the Authority whether an allottee who is getting/entitled for assured return even after expiry of due date of possession, is entitled to both the assured return as well as delayed possession charges?

To answer the above proposition, it is worthwhile to consider that the assured return is payable to the allottee on account of a provision in a MoU or in the BBA or an addendum to the MoU/BBA or allotment letter. Under proviso to Section 18(1) of the Act of 2016, the delay possession charges are payable to the complainant @Rs.89,328/- per month, whereas, as per the agreed terms of the addendum agreement dated 25.04.2018, the amount of assured return is liable to be paid to the complainant @Rs.1,62,330/- per month from 01.03.2019 till 31.12.2023; which is approximately 82% higher from the delay possession charges. It is further important to note that as per addendum agreement dated 25.04.2018, in the event the respondent no.1 is not able to put the unit in question on lease till 31.12.2023, then the assured return post 31.12.2023, was liable to paid at the increased rate of 15% till the commencement of first lease. The Authority observes that the assured return stipulated in the present matter appears to be disproportionately high in comparison to the delay possession charges payable under the Act, thereby giving rise to a reasonable apprehension regarding the nature of the financial arrangement entered into between the promoter and the allottee in respect of the subject

unit. Nevertheless, since the respondent has unequivocally acknowledged and undertaken the liability to pay the aforesaid assured return amount under the addendum agreement dated 25.04.2018, the Authority is constrained to grant the relief sought in accordance with the contractual terms mutually agreed upon and binding between the parties.

42. The Authority observes that by way of assured return, the promoter has assured the allottee that he will be entitled for this specific amount till the date of commencement of first rent payment from the tenant/lease. Accordingly, the interest of the allottees is protected even after the due date of possession is over. The purpose of delay possession charges after due date of possession is served on payment of assured return after due date of possession as the same is to safeguard the interest of the allottees as their money is continued to be used by the promoter even after the promised due date and in return, they are to be paid either the assured return or delay possession charges whichever is higher.
43. Accordingly, the authority decides that in cases where assured return is reasonable and comparable with the delay possession charges under Section 18 and assured return is payable even after due date of possession till the handing over of possession of the said unit, the allottee shall be entitled to assured return or delayed possession charges, whichever is higher without prejudice to any other remedy including compensation. In the present case, the assured return was payable till the date of commencement of first rent payment from the tenant/lease which is yet to be leased out. The project is considered habitable or fit for occupation only after the grant of occupation certificate by the competent authority.
44. Hence, the respondent no.1 is directed to pay the amount of assured return to the complainant in terms of clause 2 read with clause 9 of the addendum agreement dated 25.04.2018 at the agreed rate i.e., @Rs.105/- per sq.ft. of

super area per month from 01.03.2019 till 31.12.2023, after deducting the amount already paid on account of assured return to the complainant. Subsequently, from 31.12.2023, the respondent no.1 shall pay assured return at the increased rate of 15% till the commencement of first lease as agreed between the parties vide clause 9 of the addendum agreement dated 25.04.2018.

45. The complainant is further seeking relief with respect to handover of possession and execution of conveyance deed. 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 handover possession and 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. However, there is nothing on the record to show that the respondent has applied for occupation certificate or what is the status of the development of the above-mentioned project. In view of the above, the respondent/promoter is directed to handover possession of the unit to the complainant in terms of the addendum agreement dated 25.04.2018 and to get the conveyance deed executed in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

**H.III Direct the respondent promoter to pay compensation and litigation cost.**

46. The complainant is seeking above mentioned relief w.r.t. compensation. 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. (supra)*, 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, the complainant is advised to approach the Adjudicating Officer for seeking the relief of compensation and litigation expenses.

**I. Directions of the authority:**

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

- i. The respondent no.1 is directed to pay the amount of assured return to the complainant in terms of clause 2 read with clause 9 of the addendum agreement dated 25.04.2018 at the agreed rate i.e., @Rs.105/- per sq.ft. of super area per month from 01.03.2019 till 31.12.2023, after deducting the amount already paid on account of assured return to the complainant. Subsequently, from 31.12.2023, the respondent no.1 shall pay assured return at the increased rate of 15% till the commencement of first lease as agreed between the parties vide clause 9 of the addendum agreement dated 25.04.2018.
- ii. The respondent no.1 is directed to pay the outstanding accrued assured return amount till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainant and failing which that amount would be payable with interest @ 8.80% p.a. till the date of actual realization.
- iii. The respondent no.1 is directed to handover possession of the unit to the complainant in terms of the addendum agreement dated 25.04.2018 and

- to get the conveyance deed executed in favour of the complainant in terms of Section 17(1) of the Act of 2016.
- iv. The respondent no.1 shall not charge anything from the complainant which is not part of the buyer's agreement dated 25.04.2018.
48. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
49. Complaints stand disposed of.
50. Files be consigned to registry.



**(Phool Singh Saini)**  
Member



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.05.2026

**HARERA**  
**GURUGRAM**