BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Order: 13.10.2026

NAME OF THE BUILDER		VIPUL LIMITED	
PROJECT NAME		"AAROHAN COMMERCIAL TOWER"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/4079/2025	Ramender Jain V/S Tulip Infratech Private Limited & Vipul Limited	Sh. Bhrigu Dhami Advocate (Complainant) Ms. Ekta Advocate (Respondent no. 1) Ms. Ankur Berry Advocate (Respondent no. 2)
2.	CR/4080/2025	Ramender Jain V/S Tulip Infratech Private Limited & Vipul Limited	Sh. Bhrigu Dhami Advocate (Complainant) Ms. Ekta Advocate (Respondent no. 1) Ms. Ankur Berry Advocate (Respondent no. 2)
3.	CR/4082/2025	Udeeta Jain V/S Tulip Infratech Private Limited & Vipul Limited	Sh. Bhrigu Dhami Advocate (Complainant) Ms. Ekta Advocate (Respondent no. 1) Ms. Ankur Berry Advocate (Respondent no. 2)

CORAM:

Shri Arun Kumar **Chairman**

ORDER

1. This order shall dispose of all the 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 thereunder or to the allottees 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 application form fulcrum of the issue involved in all these cases pertains to execution of buyer's agreement, delay in handing over of possession, delay possession charges, execution of conveyance deed and litigation costs.

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	**Vipul Limited at "Aarohan Commercial Tower" situated in Sector- 53, Gurugram.**		
Occupation certificate: Not obtained			
Complaint No. & Case Title	**CR/4079/2025 Ramender Jain V/S Tulip Infratech Private Limited & Vipul Limited**	**CR/4080/2025 Ramender Jain V/S Tulip Infratech Private Limited & Vipul Limited**	**CR/4082/2025 Udeeta Jain V/S Tulip Infratech Private Limited & Vipul Limited**
Reply status	**14.01.2026**	**14.01.2026**	**14.01.2026**
Unit no.	2904, 29th floor & Tower-3 (As per page no. 50 of the complaint)	3001, 30th floor& Tower-2 (As per page no. 26 of the complaint)	3004, 30th floor, Tower-3 (As per page no. 50 of the complaint)
Area admeasuring	2940 sq. ft. (Super area) (As per page no. 50 of the complaint)	Not on record	2940 sq. ft. (Super area) (As per page no. 50 of the complaint)
Date of execution of buyer's agreement	Not executed	Not executed	Not executed
Due date of handing over of possession	Not specified	Not specified	Not specified

Offer of possession	Not offered	Not offered	Not offered
Total Consideration / Total Amount paid by the complainant(s)	**TSC: Rs.3,53,58,000/-** (As per page no. 53 of the complaint) **AP: Rs.10,00,000/-** (As per page no. 54 of the complaint)	**TSC: Rs.2,42,00,000/-** (As per page no. 26 of the complaint) **AP: Not on record**	**TSC: Rs.3,53,58,000/-** (As per page no. 53 of the complaint) **AP: Rs.10,00,000/-** (As per page no. 54 of the complaint)

The complainants in the above complaint(s) have sought the following reliefs:

1. Direct the respondents to handover physical possession of the unit allotted to the complainant after completing the unit as per the promises and assurances made to the complainant.
2. Direct the respondents to pay the delayed possession interest in terms with Section 18 of the Act, 2016 and applicable Rules, from the due date of possession till the actual handover of physical possession of the unit after obtaining the occupation certificate.
3. Direct the respondents to return the signed/executed copy of the BBA.
4. Direct the respondents to provide fresh statement of accounts after adjustment of amounts already paid by the complainant and the delayed possession interest payable by the respondents in terms with Section 18 of the Act, 2016.
5. Direct the respondents to execute the conveyance deed of the unit.
6. Direct the respondents not to levy or demand illegal charges which was not agreed between the complainant and the respondents.
7. Take *suo-motu cognizance* under section 7 of the Act, 2016 and investigate the respondents for their involvement in unfair trade practice.
8. Impose penalty on the respondents under section 61 of the Act, 2016 for not completing the project within the proposed timeline.

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, seeking award of possession along with delayed possession charges and execution of conveyance deed.

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/4079/2025 titled as Ramender Jain Vs Tulip Infratech Private Limited & Vipul Limited*** are being taken into consideration for determining the reliefs of the allottee(s) qua, delay possession charges and litigation costs.

A. Unit and project related details

7. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. 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	**1.545 acres** 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.	RERA Registered/ not registered **(SUPERSEDED BY GGM/554/286/2022/29 DATED 25.04.2022)**	**Registered [total land area 2.829 acres]** *[by M/s Vipul Limited for Aarohan Commercial Tower]* 01 of 2018 dated 11.04.2018 valid up to 30.06.2023

	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 dated11.04.2018 **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.**	**Registered [total land area 19.244 acres]** *[by M/s Tulip Infratech Private Limited for Project - Tulip Monsella (Group Housing) and Tulip Attila (Commercial)]* 29 of 2022 dated 25.04.2022 valid up to 31.12.2030
8.	Application form	Undated
9.	Unit and Floor no.	2904, 29th Floor, Tower-3 [As per page no. 50 of the complaint]
10.	Unit area admeasuring	2940 sq. ft. (Super Area) (As per page no. 50 of the complaint)
11.	Allotment letter	Not on record
12.	Date of execution of buyer's agreement	Not executed
13.	Possession Clause	Not on record
14.	Due date of possession	Cannot be ascertained
15.	Total sale consideration	Rs.3,53,58,000/- (As per page no. 53 of the complaint)
16.	Amount paid by the complainant	Rs.10,00,000/- (As per page no. 54 of the complaint)
17.	Occupation certificate /Completion certificate	Not obtained
18.	Offer of possession	Not offered

B. Facts of the complaint:

8. The complainant has made the following submissions:

I. That in 2017, the respondent no.2 advertised its project namely "Aarohan Residencies" situated at Villages Haiderpur Viran and Wazirabad, Sector -53,

Gold Course Road, Gurugram. Through its advertisement the respondent no. 2 encouraged the general public to book residential units in the said project.

II. That induced by the advertisement of the respondent no. 2, the complainant visited the sales office of the respondent no. 2 to inquire about the project. That during the visit the officials of the respondent no. 2 provided a brochure of the project to the complainant and painted rosy pictures about the project. it is pertinent to mention herein that during the visit of the complainant it was apprised to the complainant that the project is a premium/ luxurious project and has children park, 2 basketball court, 2 tennis court, swimming pool, pool deck, school, shopping complex, aesthetically designed landscaping, walkways, and a secure compound with high end security.

III. That relying on the assurances, representations and warranties provides by the officials of the respondent no.2, the complainant vide a booking application form, booked a unit 3 BHK residential unit with terrace admeasuring 2940 sq. ft., bearing unit no. 2904 situated on 30th floor in Tower-3 along with covered car parking space. The complainant at the time of booking made payment of Rs. 10,00,000/- *vide* cheque dated 27.05.2017 and the receipt of the same was provided by the respondent no. 2 and the subject unit was allotted to the complainant.

IV. That the sale consideration of the subject unit was Rs.3,53,58,000/. The complainant till date has made a payment of approximately 30% of the sale consideration. The complainant had paid an amount of Rs.10,00,000/- *vide* cheque which is equivalent 2.83% of the sale consideration, and the rest 27.17% payment was made in cash on a specific demand of the respondent no. 2.

V. That the respondent no. 2 despite receiving a payment of approximately 25% failed to issue any receipt of the same. That upon inquiry of the complainant,

the respondent no. 2 assured that the payments already made by the complainant shall be acknowledged and adjusted in the builder buyer's agreement.

VI. That the respondent no. 2 never raised any demand letter. The complainant has always been willing to pay the outstanding dues of the subject unit. The complainant on multiple occasions requested the respondent no. 2 to issue demand letters however, the respondent no. 2 paid no heed to the requests of the complainant. Till date the respondents have never issued any demand letter with respect to outstanding dues.

VII. That after allotment of the subject unit in favor of the complainant, the respondent no. 2 sent a copy of builder buyer's agreement to the complainant for his signature and requested the complainant to submit the signed copy of the BBA to the respondent no. 2. The complainant duly signed the copy BBA and provided the same to the respondent no. 2 for further processing. However, to the utter surprise of the complainant, the respondent no. 2 never returned the signed copy of the BBA to the complainant. The complainant on multiple occasion requested the respondents for providing the signed copy of the BBA, however, the respondents paid no heed to the requests of the complainant.

VIII. That the respondent no. 2 cleverly drafted the terms and conditions of the BBA in a manner that disproportionately favoured the respondent no. 2's interest. The respondent no. 2 under the BBA levied huge penalties for any default on part of the complainant and deliberately omitted any provisions for financial penalties in the event of the respondent no. 2's own default or any breach of any terms and conditions of the BBA.

IX. That the respondent no. 2 had applied for registration of the project before the interim RERA Authority at Panchkula and the same was registered by the

Ld. Interim RERA Authority vide Registration Certificate no. 131 of 2017 dated 28.08.2017. The said registration was valid till 30.06.2022.

X. That for the reasons best known to the respondents, the respondent no. 2 all of a sudden on 08.10.2021, sent a letter to the complainant wherein the respondent no. 2 apprised the complainant that the respondent no. 2 transferred joint development and marketing rights (BIP) to Tulip Infratech Pvt. Ltd. (respondent no.1) under TOD Policy and an in-principal approval was granted by the DTCP, Haryana. Further, the respondent no. 2 also informed that the DTCP has sought objections from the allottees of the project with respect to joint development and marketing rights granted to respondent no. 1. Accordingly, the complainant was intimated to file objections in the office of Senior Town Planner, Gurugram. It is further pertinent to mention herein that in addition to letter dated 08.10.2021, the respondent no. 2 also provided an undated letter wherein the complainant was invited to file its objections for approval of revisions of building plans before the office of Senior Town Planner, Gurugram.

XI. That the respondent no. 2 after providing the letter dated 08.10.2021 and undated letter, met with the complainant and forced him to sign on drafts of no objection letters marked to the Authority and DTCP for change of developer i.e., transfer of joint development and marketing rights and revision of building plans. The complainant upon receiving the said no objection letters duly raised his objection that the complainant had no clarity as to the impact of change of developer on his units and his rights and interest in the project vis a vis changes in developer of the project.

XII. That the respondent no. 2 in response to the objections raised by the complainant assured the complainant that the allotment of the complainant shall not be impacted due to change of developer i.e., transfer of development

and marketing rights in favour of respondent no.1. The respondent no. 2 further assured that if the complainant signs the no objection letter dated 08.10.2021 and the undated letter, then the respondent no.2 shall ensure that no adverse action shall ever be taken with respect to allotment of the complainant. That having no other option, the complainant under duress signed the draft of the letters.

XIII. That the respondent no. 1 i.e., M/s Tulip Infratech Pvt. Ltd. on the basis of BIP permission, applied for fresh registration of the project and the same was granted by the Authority and the project which was earlier registered under Registration Certificate no. 131 of 2017 dated 28.08.2017 was subsumed under a fresh registration bearing registration no. 29 of 2022 dated 25.04.2022. It is pertinent to mention herein that not only a fresh registration for the project was obtained by the respondents, however, upon grant of BIP permissions in favour of the respondent no. 2, the name of the project was also changed from "Aarohan Residencies" to "Tulip Monsella".

XIV. That upon grant of the fresh registration certificate in favour of the respondent no.1. The respondent no.1 became the developer of the project, however, the Authority considering the rights and interest of the existing allottees of the project imposed certain conditions on the respondents.

XV. That both the respondents are jointly and severally liable to fulfil their duties towards the allottees as provided under the provisions of the Act, 2016. The Authority while granting the fresh registration in favour of the respondent no.1, considered the rights and interest of existing allottees of the project and therefore, specifically held respondent no. 2 responsible/accountable. Thus, it is evident that though a fresh registration is granted in favour of the respondent no.1 but that does not exempt the respondent no.2 from its liabilities, responsibilities towards the existing allottees. The liabilities of the

respondent no. 2 still continue even after grant of the fresh registration of the project.

XVI. That the respondent no. 2 assured to handover the possession of the subject unit within 36 months. However, till date, the respondents despite receiving approximately 25% of the sale consideration have neither completed the project nor have taken any effective steps to complete the project and handover the physical possession of the unit to the complainant.

XVII. That the respondent has deliberately delayed the completion/development of the project and handover the physical possession of the unit to the complainant, which is utter violation of the terms and conditions of the BBA and provisions of the Act, 2016.

XVIII. That the respondents miserably failed to comply with the obligations as mentioned in the BBA and provided under the Act, 2016. Due to inordinate delay in handing over of physical possession of the subject unit, the complainant time and again inquired about the status of the completion/development of the project, however, the respondents always provided false statements and never provided any satisfactory response.

XIX. That the respondents have no bonafide intention of completing the project and handing over the possession of the units to innocent allottees. It is well settled principle of law that an allottee cannot be made to wait forever to get the possession and is entitled to get interest for the delayed period.

XX. That in the present case, the respondents committed to handover the possession of the unit within 36 months. However, the respondents miserably failed to adhere to the said timeline. Hence, the respondents are liable for discharging their obligations towards the complainant-allottee as per the provisions of the Act, 2016.

XXI. That the cause of action arose when the project was advertised, it again arose on diverse dates when the subject unit was allotted to the complainant. The cause of action further arose when the respondents miserably failed to handover the physical possession of the subject unit. The cause of action is still continuing and subsisting on day-to-day basis.

XXII. That the complainant has suffered immense loss and damage in as much as they had invested the money in hope of getting his dream home. Hence, the present complaint.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):

i. Direct the respondents to handover physical possession of the unit allotted to the complainant after completing the unit as per the promises and assurances made to the complainant.

ii. Direct the respondents to pay the delayed possession interest in terms with Section 18 of the Act, 2016 and applicable Rules, from the due date of possession till the actual handover of physical possession of the unit after obtaining the occupation certificate.

iii. Direct the respondents to return the signed/executed copy of the BBA.

iv. Direct the respondents to provide fresh statement of accounts after adjustment of amounts already paid by the complainant and the delayed possession interest payable by the respondents in terms with Section 18 of the Act, 2016.

v. Direct the respondents to execute the conveyance deed of the unit.

vi. Direct the respondents not to levy or demand illegal charges which was not agreed between the complainant and the respondents.

vii. Take *suo-motu cognizance* under section 7 of the Act, 2016 and investigate the respondents for their involvement in unfair trade practice.

viii. Impose penalty on the respondents under section 61 of the Act, 2016 for not completing the project within the proposed timeline.

10. 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.

11. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the complainant-allottees.

D. Reply by the respondent no. 1:

12. The respondent no.1 vide its reply has contested the complaint on the following grounds:

i. That the complainant has no locus-standi to file this instant complaint since, he has neither been granted nor been acquired with the legal status of an allottee at any point of time in the project. On this score alone, this alleged and fallacious complaint deserves dismissal with exemplary cost.

ii. That this alleged complaint is hopelessly barred by limitation, since the bare production of a bogus payment receipt doesn't grant a license to the complainant to intervene in the project and further the appended date upon it, completely debars him, by virtue of law of limitation, to stake any alleged claims in terms of this bogus complaint. In view thereof, this alleged complaint beyond the period of limitation in itself is inexpiable.

iii. That this alleged complaint is merely a cluster of afterthoughts, concoctions and fabrications, which is devoid of grave legal criterions. Bare compilation of bogus documents doesn't withstand the criterions set-forth within the set of RERA laws. Allegedly, no allotment has been existing in the name of complainant in the project. Further, Act, 2016 itself doesn't recognize any

such illegal and malicious transaction at all and any such alleged transaction shall be treated as null and void ab-initio.

iv. That this alleged complaint is neither competent nor maintainable as it doesn't substantiate and/ or unveil any cause of action against the respondents. This malicious complaint does neither substantiate any alleged transaction nor any allotment in favor of the complainant as allegedly clamed herein by virtue of law, therefore, this complaint is merely a gross abuse of process of law. Therefore, this sole ground vitiates this malicious complaint in limine. Appositely, above all, based upon the assertions of the complainant whereby he willfully claimed breach of Income Tax Laws at will allegedly by extending 27.17% of the consideration in cash to respondent no. 1. Such conduct deserves a stringent action from the end of this Hon'ble Authority itself, which legally defies execution of any such "sham transaction". Notwithstanding to the foregoing admission, it is pertinent to mention here that apart from foregoing narration, the lack of legally valid documents suo-motu diffuse the alleged claims of the complainant from its core.

v. That in order to eliminate any complexity qua conferred obligations and liabilities as assailed herein by the complainant have no significance for the complainant as he is not at all an allottee in the project in question as allegedly claimed herein. Appositely, no legal document having a slight potential to formulate a legally valid transaction has been placed on record rather the documents adduced herein are bogus and fabricated, thus, this alleged complaint is in itself is void-ab-initio.

vi. That without any builder buyer's agreement, allotment letter, duly filled application, duly RERA recognized payment receipts, once admitted that the project had having registration no. 131 of 2017 clearly unfold it be a complaint full of fabrication, lies and concoctions, thus, untenable in terms of

applicable law. RERA laws strictly prohibit strangers to invoke any of its beneficial provisions to satisfy their ulterior motives which are specifically meant for the legally recognized allottee(s) exclusively.

vii. That merely on the false premise of few manufactured documents it could neither confer any allotment rights in favor of the complainant nor confer any liability upon the respondents to recognize any such bogus claims as upraised vide this malicious complaint. Furthermore, while adhering to the compliances set forth by the Authority, no such recognition had been imparted to the allegedly claimed allotment herein vide this malafide complaint.

viii. That the complainant has not approached to this Hon'ble Authority with clean hands as the documents adduced in support of this malicious complaint are not at all having any recognition under applicable law. Furthermore, alleged claims qua discharging of his obligations qua consideration "27.17% payment of the consideration in cash" renders this allegedly acclaimed transaction not more than a "sham transaction" in the eye of law. It needs stringent action from the end of the Hon'ble Authority as its core objective and scope doesn't support any such "sham transactions" as allegedly transcript vide this malicious complaint.

E. Reply by the respondent no. 2:

13. The respondent no. 2 vide its reply has contested the complaint on the following grounds:

i. That the respondent no. 2 is a company, registered under the Companies Act, 1956 having its office at Vipul Tech Square, Sector 43, Golf Course Road, Gurugram, Haryana. That for the last 25 years the respondent no. 2 company has been engaged in the business of Real Estate Sector.

ii. That the complainant does not fall within the definition of an "allottee" under the Act, 2016. The complainant has failed to place on record any document that establishes such status. No builder buyer's agreement, allotment letter, or provisional allotment letter has been filed. Instead, the complainant has merely relied upon an undated booking application form, a forged and fabricated payment receipt, and certain undated letters, none of which substantiate or confer the status of an allottee under the Act. It is therefore evident that the present complaint is frivolous and has been filed with the sole intent to harass the respondent and to exert undue pressure with an ulterior motive.

iii. That the complainant has not placed on record any evidentiary document to establish that the complainant is an allottee, and therefore it stands proved that the complainant is not an allottee under the Act, 2016. The complainant has merely made a false submission that a payment was made in the year 2017, without producing any supporting document such as a proof of payment, builder buyer's agreement, allotment letter, or provisional allotment letter. Furthermore, if the complainant genuinely intended to purchase the said unit, there is no explanation as to why no further payment was ever made after the alleged payment of 2017. This unexplained and inconsistent conduct further demonstrates that the claim of the complainant is false, baseless, and devoid of merit. Hence, the present complaint is not maintainable and is liable to be dismissed at the very threshold.

iv. That the present complaint is also barred by limitation. The complainant has alleged to have made a payment of Rs.10,00,000/- in the year 2017, yet thereafter did not pay a single penny nor approached any authority or forum for redressal. The complainant remained completely silent for approximately eight years without offering any explanation for such an inordinate and

unexplained delay. This deliberate and prolonged silence clearly shows that the complainant had no subsisting cause of action and has now filed the present complaint only to harass the respondent. Hence, the complaint deserves to be dismissed as being hopelessly time-barred.

v. That without prejudice to the rights and contentions of the respondent, it is submitted that the alleged payment receipt placed on record by the complainant explicitly states that the said payment receipt does not entitle the complainant to claim any allotment, ownership, or title to the property, as the amount paid is merely part of the *registration money for booking*. Hence, it is clear that the alleged payment neither confers any right of allotment upon the complainant nor has any allotment letter ever been issued by the answering respondent no. 2 pursuant to such payment. It is a well-settled principle that the mere submission of a booking/application form does not create any right of allotment in favour of an applicant, unless and until a formal allotment letter is issued by the builder/promoter. Therefore, the complainant's claim of being an allottee is wholly misconceived and unsustainable.

vi. That without prejudice to the rights and contentions of the respondent, it is humbly submitted that the alleged undated booking application form placed on record clearly states that the complainant was required to fill the form only for *provisional registration* of a residential unit, which itself was subject to the acceptance of the respondent within six months of the application, as prescribed under clause 11 of the alleged undated booking application form. Furthermore, as per clause 13 of the said form, the complainant was fully aware that the respondent had the *unfettered and absolute right* to accept or reject the application. It is therefore submitted that since no allotment letter was ever issued by the respondent pursuant to the alleged payment receipt,

it may be implied that the respondent did not accept and thereby rejected the complainant's booking application form.

vii. That in paragraph no. 8 of the complaint, the complainant has admitted making a payment vide cheque dated 27.05.2017. However, in paragraph no. 9, the complainant alleges having paid 30% of the total sale consideration, i.e., Rs.10,00,000/- through cheque, whereas the said amount constitutes merely 2.83% of the sale consideration, further alleging that the remaining 27.17% was paid in cash. Thereafter, in paragraph no. 10, the complainant states that despite payment of 25% of the sale consideration, the respondent failed to deliver possession. These statements are mutually contradictory and inconsistent with each other, and in the absence of any documentary proof of the alleged cash payments, the complainant's averments are wholly unreliable and devoid of evidentiary value.

viii. That the answering respondent had registered the residential complex under the name and style of "Vipul Aarohan" forming part of the project under the provisions of the Act and Rules on 11.04.2018 under registration no. 131 of 2017 dated 28.08.2017. Further in the year 2021, the Director Town and Country Planning gave in-principal approval to the respondents allowing the assignment of the Joint Development Rights and Marketing rights, etc. of respondent to Tulip Infratech Pvt. Ltd. Thus, currently M/s Tulip Infratech Private Limited has been inducted as a "Developer" through two separate joint development agreement dated 11.10.2021, which has been allowed and approved by the DTCP.

ix. That the final change of beneficial interest permission was granted by DTCP, Haryana after consideration of the joint development agreement dated 11.10.2021 between M/s Tulip Infratech Private Limited & M/s Vipul Limited. As per conditions of joint development agreement, M/s Tulip

Infratech Private Limited would be the responsible for development of entire real estate project. M/s Tulip Infratech Private Limited is holding a power of attorney as detailed out in article 14 of the joint development agreement from the landowners on which the buildings or apartments are constructed.

x. That further the project "Aarohan Mixed Land Use Project" is now replaced by the "Tulip Monsella (Group Housing) and Tulip Attila (Commercial). Accordingly, an amended registration certificate registration no. 29 of 2022, has been issued by this Hon'ble Authority in this regard. The bare reading of the amended registration certificate, clearly shows that the respondent no. 2 is only the license holder whereas M/s Tulip Infratech Pvt. Ltd. is the beneficial interest permission holder of the project. Thus, the area already sold to the existing allottees by M/s Vipul Limited, the applicant promoter i.e., M/s Tulip Infratech Private Limited shall be treated as contractor of M/s Vipul Limited.

xi. That as per registration no. 29 of 2022 under the Mixed Land Use policy of TOD dated 09.02.2016, it is respectfully submitted that, holding BIP for part of the licensed area, M/s Tulip Infratech Private Limited is deemed to be the promoter for the entire licensed area, as per the definition provided in Section 2(zk) of the Act, 2016. Consequently, M/s Tulip Infratech Private Limited assumes full responsibility for registration and compliance under the Act for the entire licensed area of 19.244 acres. Furthermore, it is respectfully submitted that M/s Tulip Infratech Private Limited is now solely responsible for the completion of the project. Respondent no. 2, i.e., Vipul Limited, has no involvement in the construction of the project. Therefore, any delay in the completion of the project shall be solely attributable to M/s Tulip Infratech Private Limited, and respondent no.1 cannot be held liable for the same.

xii. That further in view of the amended registration certificate, the due date of completion of the project has been approved and revised as 31.12.2030, thus the present complaint is premature since the due date of completion of the project has been acknowledged and revised to 31.12.2030 and there is no delay in the project which is attributable to the respondent no. 1. That it is pertinent to note that the clause H (ii) of the amended registration certificate places complete responsibility of the development of the project upon M/s Tulip Infratech Pvt. Ltd.

xiii. That the reliefs sought by the complainant, including physical possession, DPC and other consequential reliefs, lie exclusively against respondent no. 1 in view of the Joint Development Agreement. It is further submitted that the complainant, at page no. 13, clause (i), has expressly admitted that the development rights vest with respondent no. 1 and that respondent no. 1 is to be considered the promoter of the project. Hence, the present claims, if any, are maintainable only against respondent no. 1.

xiv. That the respondent no. 2 is not in a position to grant any of the reliefs sought by the complainant, as all development rights in respect of the project now vest exclusively with respondent no. 1. Therefore, no cause of action arose against respondent no. 2, and the complaint is liable to be dismissed qua respondent no. 2. Also, there being no allotment by respondent no. 2 nor any BBA being signed between the complainant and respondent no. 2, there can be no doubt that no case is made out against the answering respondent.

xv. That the complainant wishes to seek possession and DPC, respondent no. 2 cannot be held liable for the same, as under the terms of the Joint Development Agreement all development rights vest exclusively with respondent no. 1. When respondent no. 2 does not hold the development

rights, it cannot be assumed or expected that respondent no. 2 would complete the project or deliver possession of the unit to the complainant.

xvi. That the entire case of the complainant's is nothing but a web of lies and the false and frivolous allegations made against the respondent are nothing but an afterthought, hence the present complaint filed by the complainant deserves to be dismissed with heavy costs.

xvii. That the various contentions raised by the complainant are fictitious, baseless, vague, wrong, and created to misrepresent and mislead this Hon'ble Authority, for the reasons stated above. That it is further submitted that none of the relief as prayed for by the complainant are sustainable, in the eyes of law. Hence, the complaint is liable to be dismissed with imposition of exemplary cost for wasting the precious time and efforts of this Hon'ble Authority. The present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

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 allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11(4)(a)***
>
> *Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee 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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

G. Maintainability of complaint:

18. The complainant booked a unit in the project of the respondent namely, "Aarohan Commercial Tower", situated at Sector-53, Gurugram. The complainant has request for booking of the plot/unit on vide an application form for provisional registration (annexed on page no. 50 of the complaint) and the complainant in furtherance of the said booking paid an amount of Rs.10,00,000/- to the respondent.

19. The respondent no. 2 in its reply dated 14.01.2024 mentioned that the booking amount of Rs.14,00,000/- paid by the complainant in the year 2017 but thereafter the complainant never turned up to proceed with the booking or execution of buyer's agreement after paying the above-mentioned amount.

20. On perusal of the documents placed on record and facts stated above, the Authority observed that the transaction between the parties never progressed

beyond the stage request for booking and did not culminate into allotment of any plot, apartment or building.

21. In the present complaint, the complainant has made a payment of Rs.10,00,000/- on 27.05.2017 in furtherance of the request for booking vide an undated application form . Keeping in view all the above-stated facts, the Authority presumes that the respondent has never entered into any agreement with the complainant nor issued any allotment letter to the complainant. And as per the provisions of the Act of 2016, only an allottee can approach the Authority for his grievances. Section 2(d) of the Act of 2016 defines an "allottee" as under:

> *"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*

22. In the present complaint, neither any allotment has ever been made nor any agreement for sale has been executed. Mere a welcome letter and making the payment of booking amount, in the absence of any proper allotment letter and builder buyer's agreement, does not confer the status of an allottee upon the complainant. Thus, the complainant does not even fall under the definition of allottee as per section 2(d) of The Real Estate (Regulation and Development) Act, 2016 and thus, cannot file the complaint under section 31 of the RERA Act, 2016.

23. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus *ad-idem* on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and a builder buyer agreement. In the absence of such documents, no concluded contract for sale came into existence between the parties.

24. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant essentially relates to refund of money paid pursuant to an application form, is a matter falling outside the scope and jurisdiction of this Authority under the Act, 2016.

25. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint is not maintainable as the complainant do not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act. Thus, the present complaint is dismissed accordingly.

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

27. Complaint as well as applications, if any, stand disposed off accordingly.

28. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.10.2026