

REGISTRATION NO. 29 of 2022

RC/REP/HARERA/GGM/554/286/2022/29

Date: 25.04.2022

UNIQUE NO. GENERATED ONLINE

RERA-GRG-PROJ-966-2021

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.

REGISTRATION CERTIFICATE

REAL ESTATE PROJECT – MIXED LAND USE UNDER TOD POLICY
DATED 09.02.2016

TULIP MONSELLA
(Group Housing)
&
TULIP ATILA
(Commercial)



HARERA
GURUGRAM

**HARYANA REAL ESTATE REGULATORY
AUTHORITY GURUGRAM**



HARERA
GURUGRAM

FORM 'REP-III' [See rule 5 (1)]

HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM



HARERA GURUGRAM

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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.

1. This registration is granted under section 5 of the Real Estate (Regulation & Development) Act, 2016 to the following project.

(A) PARTICULARS OF THE PART OF PROJECT/PHASE REGISTERED

S.N.	Particulars	Details
(i)	Name of the project	Tulip Monsella (Group Housing) and Tulip Attila (Commercial)
(ii)	Location	Sector 53, Gurugram
(iii)	License no. and validity	License nos. 168-172 of 2004 dated 16.12.2004 valid upto 15.12.2024 License nos. 545-546 of 2006 dated 13.03.2006 valid upto 12.03.2025
(iv)	Total licensed area of the project	19.244 Acres
(v)	Area of project for registration	19.244 Acres
(vi)	Nature of the project	Mixed Land Use under TOD Policy dated 09.02.2016
(vii)	Total FAR area of the project	224474.47 sq.m. Residential FAR 46535.25 sq.m. Commercial FAR
(viii)	Number of units	1383 units (Residential) (General 1084; Service Personal 108; EWS 191)

	327 units (Commercial-1); 4 units (Commercial-2); 18 units (Convenient Shopping); 4 units (Kiosk); 2 units (Sports Building/Area); 1 unit (Club House)
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(B) NAME OF THE PROMOTERS

S. N.	Particulars	S.N.	Details
(i)	Promoter 1/License holders	1.	168 of 2004-Vipul Infrastructure Developers Pvt. Ltd. (M/s Vipul Infrastructure Developers Pvt. Ltd. - Company name changed to M/s Vipul Ltd.)
		2.	169 of 2004-Bhudeep Builders & Exports Pvt. Ltd. (License transferred to M/s Vipul Ltd.)
		3.	170 of 2004-Bhudeep Builders & Exports Pvt. Ltd. (License transferred to M/s Vipul Ltd.)
		4.	171 of 2004-Vipul Infrastructure Developers Private Limited, Bhudeep Builders & Exports Pvt. Ltd., M/s Moon Apartments Pvt. Ltd. (M/s Vipul Infrastructure Developers Pvt. Ltd. - Company name changed to M/s Vipul Ltd.)
		5.	172 of 2004-Vipul Infrastructure Developers Private Limited, Bhudeep Builders & Exports Pvt. Ltd., M/s Moon Apartments Pvt. Ltd. (M/s Vipul Infrastructure Developers Pvt. Ltd. - Company name changed to M/s Vipul Ltd.)
		6.	545 of 2006-Vipul Infrastructure Developers Limited (M/s Vipul Infrastructure Developers Pvt. Ltd. - Company name changed to M/s Vipul Ltd.)
		7.	546 of 2006-Vipul Infrastructure Developers Limited, Bhudeep Builders & Exporters Pvt. Ltd. (M/s Vipul Infrastructure Developers Pvt. Ltd. - Company name changed to M/s Vipul Ltd.) (License transferred to M/s Vipul Ltd.)
(ii)	Promoter 2/Beneficial Interest Permission Holder	M/s Tulip Infratech Pvt. Ltd.	

(C) PARTICULARS OF THE PROMOTER 2/ BENEFICIAL INTEREST PERMISSION HOLDER

S. N.	Particulars	Details
(i)	Name	M/s Tulip Infratech Pvt. Ltd.
(ii)	Registered Address	Plot No. 76-G, Sector 18, Gurugram, Haryana-122105
(iii)	Corporate Office Address	Plot No. 76-G, Sector 18, Gurugram, Haryana-122105
(iv)	Local Address	Plot No. 76-G, Sector 18, Gurugram, Haryana-122105
(v)	CIN	U70101DL2005PTC144086



(vi)	PAN	AACCT3755E
(vii)	Status	Active
(viii)	Mobile No.	+91-9891293997
(ix)	Landline No.	+91-0124-4417777
(x)	Email-Id	mcc@tulipinfratech.com
(xi)	Authorized Signatory	Sh. Chirag Nagpal
(xii)	BIP Approval	DTCP no. LC-448/Vol-II/JE(S)-2022/8311 dated 28.03.2022
(xiii)	BIP Permission	<p>“Para 3: After receiving the compliances, the request for joint development rights and marketing rights under policy dated 18.02.2015 to the extent of 70% of residential area which comes out to 11.24 acres out of the residential area of 16.063 acres and 50% commercial area which comes out to 1.591 acres out of the commercial areas of 3.181 acres in favour of Tulip Infratech Pvt. Ltd. is hereby allowed</p> <p>Para 4: The terms and conditions as stipulated in the above said license will remain the same and the company Vipul Ltd. And Others shall be responsible for compliance of old terms and conditions of provisions of Act 1975 and rules 1976 till the completion of certificate to the colony or relieved of the responsibility by DTCP, Haryana whichever is earlier.”</p>

(D) ALLOCATION OF SHARE WITH THE LANDOWNERS/ LICENSE HOLDERS

(i)	Residential	396 units as per details attached with order
(ii)	Commercial	140 units (in Commercial-1 tower) (floors 5 th to 15 th)

(E) PARTICULARS OF BANK ACCOUNTS

S. N.	Type of bank account	Account No	Branch name of the bank
(i)	Master Account of the Project (100%)	777705678020	ICICI Bank, Barakhamba Road, New Delhi-110001
(ii)	Separate RERA account of the project (70%)	777705678021	ICICI Bank, Barakhamba Road, New Delhi-110001
(iii)	Free account of the promoter of the project (30%)	777705678022	ICICI Bank, Barakhamba Road, New Delhi-110001

(F) VALIDITY OF REGISTRATION

The registration of this project shall be valid for the **period commencing from 25th April 2022 and ending with 31st December 2030** (completion date as declared by the promoter in REP-II) unless extended by the Authority in accordance with the Act and rules made thereunder subject to compliance of provisions of rule 5(1) of the Haryana Real Estate (Regulation and Development) Rules, 2017.

This registration certificate is based on the information supplied by the promoter and an authenticated detailed project information (DPI) and declaration by the promoter is annexed herewith, which shall be read as part of this registration certificate.

This registration certificate is granted in pursuance to the agenda approved by the authority and detailed order dated 25.04.2022 passed in this regard.

(G) CONDITIONS OF REGISTRATION

2. This registration is granted subject to the following conditions, namely: —

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| (i) | The promoter shall enter into an agreement for sale with the allottees as prescribed in the Haryana Real Estate (Regulation and Development) Rules, 2017 and amended as per requirements and approved by the authority. |
| (ii) | The promoter shall offer to execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the unit/apartment, plot or building as the case may be, as per section 17 of the Act; |
| (iii) | The promoter shall convey/allow usage of common areas as per Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017. |
| (iv) | The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause(D) of clause (l) of sub-section (2) of section 4; |
| (v) | The registration shall be valid for a period as mentioned above under the head "validity of registration" subject to validity of licenses/ BIP permissions granted by DTCP and promoters shall be bound to obtain prior renewals thereof. |
| (vi) | The promoter shall comply with the provisions of the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 as applicable in the State and regulations made thereunder applicable in the jurisdiction of this authority; |
| (vii) | The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project. |
| (viii) | The promoter shall comply with all other terms and conditions as mentioned in the attached detailed project information (DPI) and as conveyed by the Authority from time to time. |
| (ix) | <p>The apartment or building shall be sold only on carpet area basis and not on super area basis and the total sale consideration shall be inclusive of all charges. No separate EDC/IDC are payable by the allottees except the total sale consideration.</p> <p>Attention is invited to model agreement for sale provided in the Haryana Real Estate (Regulation and Development) Rules, 2017. (Term 1.2)</p> <p><i>Explanation:</i></p> <p>(i) The Total Price as mentioned above includes the booking amount paid by the allottee(s) to the Promoter towards the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) along with parking (if applicable);</p> <p>(ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Plot/Unit/Apartment for Residential/Commercial/Industrial/IT/any other usage (as the case may be) along with parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining</p> |



	<p><i>the necessary approvals from competent authority for the purpose of such possession:</i></p> <p><i>Provided that, in case, there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/decreased based on such change/modification.</i></p>
(x)	<p>The attention of the promoter is invited to the definition of common areas provided in section 2(n) of the Real estate (Regulation and Development) Act, 2016. Section 2(n) of the Real Estate (Regulation and Development) Act, 2016 is reproduced as under:</p> <p><i>“common areas” mean—</i></p> <ul style="list-style-type: none"> (i) <i>the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;</i> (ii) <i>the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;</i> (iii) <i>the common basements, terraces, parks, play areas, open parking areas and common storage spaces;</i> (iv) <i>the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;</i> (v) <i>installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;</i> (vi) <i>the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;</i> (vii) <i>all community and commercial facilities as provided in the real estate project;</i> (viii) <i>all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;</i>
(xi)	<p>The sale shall not be permitted through real estate agent without availability of prospectus/brochure containing necessary details and a set of drawings and approvals with the real estate agent registered with the HARERA. In case of introduction of new real estate agent or change/deletion of real estate agent as mentioned in the DPI, the promoter shall inform the same to the authority.</p>
(xii)	<p>There shall not be any subvention scheme/ assured returned scheme for the registered project without prior approval of the authority.</p>
(xiii)	<p>The promoter at the time of booking and issue of allotment letter shall be responsible to make available to the allottee, the following information, namely—</p> <ul style="list-style-type: none"> (a) Sanction plan, layout plans along with specification, approved by the competent authority, by display at the site or such other place as may be specified by the regulations made by the authority. (b) The stage wise time schedule of completion of the project including the provisions for civic infrastructure like water, sanitation and electricity. <p>[Obligation of the promoter under section 11(3)]</p>
(xiv)	<p>The promoter shall enable the formation an association of allottees or society or co-operative society, as the case may be, of the allottees, or a federation of the same shall be formed, within a period of three months of the majority of allottees having booked their apartment/building/plot and inform the authority about the AOA.</p> <p>[Obligation of the promoter under section 11(4)(e),]</p>



(xv)	At the time of issue of allotment letter an application form for membership of the association of allottee shall be got filled up from the allottee. The promoter shall incorporate a condition in the allotment letter that buyer of unit shall enroll himself as a member of association of allottee to be registered for this project. Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or corporative society or the allottees, or a federation of the same. [Duty of the allottee under section 19(9)]
(xvi)	The promoter shall issue the allotment letter as per draft annexed in the detailed project information which is duly approved by the authority and authenticated by the promoter. In case, the promoter wants to amend certain conditions/clauses, a separate application with justification for such variation/change be submitted for consideration of the Authority and till such change is allowed, the draft allotment letter shall be followed as approved by the authority with the DPI or as per directions issued by the authority.
(xvii)	The promoter shall declare details of the unit along with specifications, payment plan and time for handing over of possession of unit after obtaining all required approvals from the competent authority.
(xviii)	As per section 13(1), the promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale as prescribed with such person and register the said agreement for sale, under any law for the time being in force.
(xix)	The promoter is obligated to take various approval/renewals whenever due on time, from the competent authorities. Any failure in this regard will invite stringent action as per the provision of the law against the promoter.
(xx)	The promoter shall comply with the requirement of section 11(1) and submit the quarterly up-to-date status of the project for each quarter.
(xxi)	The promoter shall complete the construction of community sites within the completion period declared under section 4(2)(l)(C) of the Act, 2016 and any failure would attract stringent action and penal proceedings.
(xxii)	The authority reserves its right to initiate penal proceedings for violation of various provisions of the Real Estate (Regulation & Development) Act, 2016 and rules and regulations made thereunder.
(H) DEVELOPMENT AND MARKETING OF THE PROJECT AND COMPLIANCES TO BE MADE BY THE PROMOTER	
(i)	M/s Tulip Infratech Private Limited has been inducted as a "Developer" through two separate joint development agreement dated 11.10.2021 with the licenses holders/ land owners and the same was registered vide vasika no. 9529 & 9531 registered before SR-Wazirabad, Gurugram, Haryana.
(ii)	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.

(iii)	So, despite having a BIP permission for part of the licensed area M/s Tulip Infratech private Limited would be deemed to be the promoter for entire licensed area as provided in section 2(zk) of the Act, and responsible for registration and compliances under the Real Estate (Regulation and Development) Act, 2016 for entire license area of 19.244 acres. Although the landowner/ license holder promoters and beneficial interest permission holder promoters shall be jointly liable as such for the functions, responsibilities, and obligations under the Real Estate (Regulation and Development) Act, 2016 or the rules and regulations made thereunder.
(iv)	For the purposes of construction and development of area allocated to the landowner cum license holder and for the purpose of 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 and liabilities pertaining to existing allottees shall be lie with M/s Vipul Limited as specified in the joint development agreement executed between the parties.
(v)	Part of the residential component of the project/ phase was registered with the authority vide registration no. 131 of 2017 valid upto 30.06.2022 extended validity upto 30.12.2022. The erstwhile promoter also sold units in this registered area. The project has remained stalled for quite some time and the promoter also failed to submit requisite compliances to the authority. The authority reserves its right to initiate penal proceedings for various acts of omission and commission leading to violation of the provisions of the Act, rules and regulations made thereunder. Now through joint development agreement the entire project including the incomplete phases registered earlier is to be developed by the BIP holder. 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 i.e., landowners/license holders.
(vi)	Part of the commercial component of the project/ phase was registered with the authority vide registration no. 01 of 2018 valid upto 30.06.2023 extended validity upto 30.12.2023 for an area admeasuring 2.829 acres. The erstwhile promoter also sold units in this registered area. The project has remained stalled for quite sometime and the promoter also failed to submit requisite compliances to the authority. The authority reserves its right to initiate penal proceedings for various acts of omission 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.
(vii)	For the parts of the project/phases the erstwhile promoter has given development rights to the BIP holder and 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.
(viii)	Obligations after BIP permission M/s Tulip Infratech Pvt. Ltd. made an application for allowing a change in the beneficial interest in the license no. 168-172 of 2004 dated 16.12.2004 and license no. 545-546 of 2006 dated 13.03.2006 and has obtained BIP approval vide Memo no. LC-448 Vol III/JE(S) -2022/8311 dated 28.03.2022 of the following areas.



Sr. No.	Type	Area in acres	BIP %	BIP area in acres
1	Residential	16.063	70%	11.244
2	Commercial	3.181	50%	1.591
Total		19.244		12.835
(ix)	The role of BIP holder for the residential area of 11.244 acre and commercial 1.591 acre is to develop and market the real estate project and for the remaining area the role of BIP holder like a contractor and responsibility for all obligations and liabilities arising out of this portion shall be solely with the landowner promoters.			
(x)	However, to secure completion of the project and compliances of RERA with respect to maintaining of bank accounts the marketing rights of the area allocated to BIP holder and the balance unsold units of the area in the share of license holders shall remain with the BIP holder and the entire sale proceeds including the balance to be received from the existing allottees of the erstwhile promoter shall be deposited in the master account opened by the BIP holder and 70% of this amount shall be kept in the separate RERA account to cover the cost of construction and the proportionate land cost and shall be used only for that purpose.			
(xi)	Keeping in view of fact that the erstwhile promoter failed to submit details of amount collected from the existing allottees both residential and commercial and deposition of 70% in the separate RERA account maintained by the erstwhile promoter. The erstwhile promoter is restrained to withdraw any amount from the separate RERA accounts maintained by him for the phases registered earlier till further orders. The erstwhile promoter and now the landowner promoter is restrained to sell any unit out of his share till completion of the project keeping in view the sanction of loan from PNB Housing and Finance Ltd. where the landowner promoters have agreed accordingly.			
(xii)	Keeping in view the interest of the allottees and to ensure completion of the project, the landowners/licenses promoters assets shall be limited to the value of the unsold units of their share and the project shall be free from all encumbrances that may arise against the landowners promoters as per provisions of section 11(4)(g) & (h) to be read with the joint development agreement. To protect the rights of the allottees the project is to be completed as per joint development agreement and BIP permission granted by DTCP, Haryana and in case of any eventuality arising out of liabilities by the license holder promoters shall not affect the rights and responsibilities of the BIP holder.			
(I) COMPLIANCES TO BE MADE BY THE PROMOTER				
(i)	The promoter shall submit the approval of revised environmental clearance, revised service plans and estimates and fire scheme approval within three months from the date of grant of this registration certificate.			
(ii)	The promoter shall submit the bank guarantee/account payee cheque in favour of the authority of Rs 25 lakhs each as a guarantee for compliance of submission within stipulated period regarding approved revised service plans and estimates, approved revised environmental clearance and fire scheme approval within 15 days from the date of issue of this registration certificate. This bank guarantees/ banker cheques shall be forfeited/encashed in favour			




	of authority in case the conditions are not fulfilled by the promoter within the stipulated time period.
(iii)	In case of failure to submit the approval of revised service plan and estimates, approved revised environmental clearance and fire scheme approval within three months' time from the date of issuance of registration certificate and if any allottee who have booked any unit during this period and wishes to withdraw from the project then the amount collected from the allottee will be refunded with interest at the prescribed rate within one month thereafter only.
(iv)	M/s Vipul Ltd. is liable for submission of late fees for the part of the project which was not registered by him in the authority. He shall pay the fees within 1 month from the date of grant of registration certificate otherwise the collaborator promoter shall be liable to pay same within 6 months.
(v)	The promoter shall comply with the requirement of section 4(2)(l)(D) and get his accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for that project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project. All such pending compliances after coming into force of the Real Estate (Regulation and Development) Act, 2016 shall be submitted in the authority within a period of three months.
(vi)	The promoter is directed to clear the title of the project land from any litigations before the offer of possession and if due to the above litigation, any allottee gets the defective title of land and in case of any loss caused to him due to defective title of the land then the allottee would be entitled to get compensation as provided in section 18(2) of the Act.
3. If the above-mentioned conditions are not fulfilled/ compliances are not made by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted therein, as per the Act and the rules and regulations made thereunder.	



Dated : 25.04.2022

Place : Gurugram




 25.04.2022
(Dr. K.K. Khandelwal) S (R)
 Chairman
 HARYANA REAL ESTATE REGULATORY AUTHORITY
 Haryana Real Estate Regulatory
 Authority, Gurugram



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