

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

**Date of decision:** 26.08.2025

NAME OF THE BUILDER		ATS REALWORTH PVT. LTD.	
PROJECT NAME		ATS GRANDSTAND PH-1	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/4966/2024	Raj Kumar & Rekha Vashishth V/s ATS Realworth Pvt. Ltd.	Sh. Nishant Jain Sh. Bhavya Sareen
2.	CR/4967/2024	Mahuya Samanta V/s ATS Realworth Pvt. Ltd.	Sh. Nishant Jain Sh. Bhavya Sareen
3.	CR/5105/2024	Rakesh Kumar Sharma & Renu Sharma V/s ATS Realworth Pvt. Ltd.	Sh. Nishant Jain Sh. Bhavya Sareen

CORAM:	
Shri. Arun Kumar	<b>Chairperson</b>
Shri. Ashok Sangwan	<b>Member</b>

**ORDER**

1. This order shall dispose of all the 3 complaints titled as above filed before this authority in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects,

namely, 'ATS GRANDSTAND PH-1' being developed by the same respondent promoters i.e., M/s ATS Realworth Pvt. Ltd.

3. The details of the complaints, reply to status, unit no., date of agreement, & allotment, due date of possession, offer of possession and relief sought are given in the table below:

<b>Project Name and Location</b>	<b>"ATS GRANDSTAND PH-1", Sector 92, Gurugram, Haryana.</b>		
<b>Possession clause:</b> 7.1 The promoter assures to handover possession on or before 31.12.2023.			
<b>OC:</b> Not obtained <b>Offer of possession:</b> Not offered			
<b>Comp no.</b>	<b>CR/4966/2024</b>	<b>CR/4967/2024</b>	<b>CR/5105/2024</b>
Unit no.	3091, 9 <sup>th</sup> floor, tower 3 admeasuring 1011 sq. ft. [pg. 53 of complaint]	3121, 12 <sup>th</sup> floor, tower 3 admeasuring 1011 sq. ft. [pg. 45 of complaint]	2301, 30th floor, Tower 2 [pg. 59 of complaint]
Allotment letter	26.12.2019 [pg. 44 of complaint]	30.12.2019 [pg. 37 of complaint]	20.08.2020 [pg. 36 of complaint]
Registered BBA	03.02.2020 [pg. 51 of complaint]	30.01.2020 [pg. 44 of complaint]	Not Executed
Due date of possession	31.12.2023	31.12.2023	31.12.2023 [as per other complaints of same project]
Total sale consideration	₹73,00,000/-	₹73,00,000/-	Not known
Amount paid	₹22,76,505/-	₹22,76,505/-	₹8,18,631/-



Letter issued by the respondent for refund of the amount paid by the complainant due to lack of technical and financial viability of the said project	23.09.2024 [pg. 84 of complaint]	23.09.2024 [pg. 77 of complaint]	Date not visible [pg. 77 of complaint]
Letter by complainant requesting possession of the subject unit	28.09.2024 [pg. 86 of complaint]	28.09.2024 [pg. 78 of complaint]	

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
5. The facts of all the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particulars of lead case **CR/4966/2024 titled as Raj Kumar & Rekha Vashishth V/s ATS Realworth Pvt. Ltd.** are being taken into consideration for determining the rights of the allottees qua delay possession charges, quash the termination letter get executed buyers' agreement and conveyance deed.

**A. Unit and project related details**

6. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, date of buyer's agreement etc, have been detailed in the following tabular form:

**CR/4966/2024 titled as Raj Kumar & Rekha Vashishth V/s  
ATS Realworth Pvt. Ltd.**



Sno	Particulars	Details
1.	Name and location of the project	"ATS Grandstand Phase-1" Sector 99A, Gurugram
2.	Project area	11.5875 acres
3.	Nature of Project	Group housing project
4.	DTCP license no. and validity status	37 of 2013 dated 03.06.2013 valid up to 02.06.2024
5.	Rera registered/ not registered and validity status	Registered vide no. 06 of 2018 dated 02.01.2018 valid up to 29.05.2022
6.	Unit No.	3091, 9 <sup>th</sup> floor, tower 3 [pg. 53 of complaint]
7.	Unit area admeasuring (Carpet Area)	1011 sq. ft.
8.	Allotment letter	26.12.2019 [pg. 44 of complaint]
9.	Date of registered buyer agreement	03.02.2020 [pg. 51 of complaint]
10.	Possession clause	7.1 The promoter assures to handover possession on or before 31.12.2023
11.	Due date of possession	31.12.2023
12.	Total Sale Consideration	₹73,00,000/- [as per payment plan annexed with BBA at pg. 76 of complaint]



13.	Amount paid by complainant	₹ 22,76,505/- [as alleged by the complainant at pg. 17 of complaint]
14.	Occupation certificate	Not obtained
15.	Offer for possession	Not offered
16.	Letter issued by the respondent for refund of the amount paid by the complainant due to lack of technical and financial viability of the said project	23.09.2024 [pg. 84 of complaint]
17.	Letter by complainant requesting possession of the subject unit	28.09.2024 [pg. 86 of complaint]

**B. Facts of the complaint**

7. The complainant has submitted as under:

- a. That the complainants filed an application form for allotment of a unit in the said project. The respondent promised to deliver the unit in the said project on time. An amount of Rs. 1,11,000/- (Rupees One Lakh Eleven Thousand) was paid by the complainants to the respondent in lieu of booking a residential unit. It is pertinent to mention here that the application form signed and submitted by the complainants was filed with arbitrary and one-sided terms and conditions and even after the protest of the complainants, the respondents demanded that the same be signed. As per the application for, the complainants were not entitled to withdraw or surrender the booking/allotment, for any reason whatsoever at any point of time, in case of non-compliance, the Company shall be entitled to forfeit the advance amount paid for

- booking allotment along with interest due/payable and brokerage paid for the said booking.
- b. That a Welcome Letter dated 26.12.2019 was issued by the respondent to the complainants acknowledging the receipt of cheque for an amount of Rs. 1,11,000/- towards unit No. 3091 in the project "ATS Grandstand". As per Annexure IV of the welcome letter dated 30.12.2019, the company is entitled to terminate the application and allotment for the reasons mentioned therein. The complainants have complied with all the obligations and paid all the instalments as demanded by the respondent. The complainants do not wish to withdraw from the said project and undertakes to pay the due amounts as per the payment plan. The complainants have not breached of any of the representations nor has failed to perform, comply and observe any of its obligations and responsibilities as set forth in the Application Form.
- c. That the respondent company demanded another installment towards the payment of the said unit. The complainants paid an amount of Rs. 6,47,835/-. That an Agreement for Sale dated 03.02.2020 was duly signed between the complainants and respondent for Apartment No. 3091, Type D, 9th Floor, Tower 3 admeasuring 93.92 Sq. Meter (carpet area) (1011 Sq. Ft.) along with exclusive right to use 1 (one) car parking located at "ATS Grandstand Phase - I" situated at Sector 99A, Gurugram (herein after referred to as "Said Unit"). The agreement contained some relevant information towards the details, cost and possession time of the said unit. As per the terms of the Agreement for Sale dated 03.02.2020, the respondent cannot force the complainants to withdraw from the said project. The respondent is under legal and contractual



- obligation to handover possession of the said unit and pay delayed possession charges to the complainants.
- d. That the respondent raised demands against the said unit. The complainants paid a sum of Rs. 70/- on 31.03.2020 and a sum of Rs. 15,17,600/- on 03.04.2020, as demanded by the respondent. The complainants till April, 2020 had paid a sum of Rs. 22,76,505/- for the said unit. It is pertinent to mention herein that the total cost of the said unit is Rs. 73,00,000/-.
- e. That after a period of more than 2 years, the respondent had started basic excavation work but to utter surprise of the complainants, as soon as the work got started, the respondent through one HASTA Infrastructure Pvt. Ltd. got sent a letter dated 07.07.2022 for revising the building plans of Group Housing Colony bearing License No. 37 of 2013. The intentions of the respondent were ill-conceived since beginning and the respondent was adamant on delaying the said project for one reason or another. The respondent has diverted the funds of the said project, collected from innocent home buyers, to different projects of its group companies and has halted the construction for several years.
- f. That the due date for handing over of possession of the said unit was 31.12.2023 as per clause 7.1 of the Agreement for Sale dated 03.02.2020, however, there is no construction on site. That to the utter shock and dismay of the complainants, the respondent instead of completing the said project and offering possession of the said unit to the complainants, the respondent sent a notice dated 23.09.2024. The respondent is trying to make unjust gains to itself at the expense of the complainants and other such innocent home buyers and through some

ill-conceived notion of abandoning the project, is threatening to cancel the unit of the complainants. The complainants are ready to pay the outstanding dues as per the payment plan and take possession of their unit. The complainants do not want to withdraw from the said project.

- g. That since the prices of the real estate have shot up, the respondent's malafide is clear that it wants to cheat the complainants and other such innocent home buyers from a home and resell the said project at premium rates. The respondent after utilizing the money of innocent home buyers for several years is now trying to abandon the said project. The fraudulent actions of the respondent have caused great mental and financial harassment to the complainants. Further, in case, such malafide practices are left unchecked and promoters / developers are allowed to make profit at the expense of innocent home buyers, the very purpose of Real Estate (Regulation and Development) Act, 2016 would be defeated.
- h. That in response to the notice dated 23.09.2024 sent by the respondent, the complainants sent their reply dated 28.09.2024 and requested the respondent to handover possession of their unit. That the complainants have made all the payments due to the respondent on time and have abided by the terms of the Agreement whereas the respondent is in gross violation of the terms of the Agreement and has not fulfilled its obligations and is liable to be penalized as per law with heavy penalties.

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

8. The complainant has sought following relief(s):
- a. That the possession of unit be handed over to the complainants by the respondent, along with payment of delayed possession charges from



- the due date of possession, i.e. 31.12.2023 till actual handover of possession and execution of conveyance deed, whichever is later.
- b. That the respondent may kindly be directed to complete the construction of the project "ATS Grandstand" as per the approved layout plan and provide all the amenities as promised in its brochure and in the agreement for sale.
  - c. The respondent be directed to file list of similarly placed unsold units being developed by the respondent and/or its group companies as an option for the complainants to choose an alternate unit.
  - d. That the respondent may kindly be directed to submit in writing, in shape of an affidavit the reasons for not constructing the project "ATS Grandstand" Sector 99A, Gurugram.
  - e. That the respondent may kindly be directed not to charge anything that is not part to the original agreement for sale dated 03.02.2020.
  - f. That the cost of present litigation amounting to ₹1,00,000/- along with costs of the present complaint may kindly be awarded in favour of the complainants and against the respondent.
9. On the date of hearing, the authority explained to the respondent /promoters 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.
10. The present complaint was filed on 09.10.2024 in the Authority. That the Respondent has failed to file its written statement/reply despite being granted sufficient opportunities. Advocate Bhavya Sareen appeared on behalf of the Respondent on 05.08.2025. The Respondent was previously granted opportunities to file its defence on **28.01.2025 & 06.05.2025**. However, no reply has been filed till date. Accordingly, the right of the

respondent to file its defence was finally struck off by the Authority on 05.08.2025.

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 those undisputed documents and submissions made by the parties. The case is now proceeded on merits and findings on relief sought shall be deliberated on the complainants submission.

**D. Jurisdiction of the authority**

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

**D. I Territorial jurisdiction**

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**D. II Subject-matter jurisdiction**

14. 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 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) 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.*

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**E. Findings of the Authority on relief sought by the complainant:**

**E.I. That the possession of unit be handed over to the complainants by the respondent, along with payment of delayed possession charges from the due date of possession, i.e. 31.12.2023 till actual handover of possession and execution of conveyance deed, whichever is later.**

**E.II. That the respondent may kindly be directed to complete the construction of the project "ATS Grandstand" as per the approved layout plan and provide all the amenities as promised in its brochure and in the agreement for sale.**

**E.III. The respondent be directed to file list of similarly placed unsold units being developed by the respondent and/or its group companies as an option for the complainants to choose an alternate unit.**

16. In the present matter the complainant was allotted the unit bearing no. 3091, 9<sup>th</sup> floor, tower 3 admeasuring 1011 sq. ft. at sector 92, Gurugram in the project ATS Grandstand phase 1 vide allotment letter dated 26.12.2019. Thereafter a builder buyers' agreement was executed between the parties on 03.02.2020 for a total sale consideration of ₹73,00,000/-. As per clause 7.1 of the said agreement the respondent was obligated to deliver the possession of the unit on or before 31.12.2023. Accordingly, the due date of possession comes out to be 31.12.2023.

17. The respondent cancelled the subject unit vide cancellation letter dated 23.09.2024 wherein the respondent stated that the said unit is not deliverable due to lack of technical and financial viability of the said project and the respondent is ready to refund the amount paid along with interest.

The counsel for respondent in the present matter stated at bar that up on failure to complete the said project as per sanctioned plan, has applied for de-registration of the project "ATS Grandstand Phase 1". The Authority observes that the said cancellation is not valid. Notably, the BBA does not contain any clause that permits cancellation of the unit on such grounds. The Authority observes that the complainant is willing to continue in the said project and since as per respondent the said project is not deliverable therefore, the respondent is directed to hand over the possession of an alternate unit similarly situated, may be in another project being developed by the respondent no. 1 of similar size and at similar price within 60 days from the date of this order.

18. In light of these observations, the respondent is directed to offer an alternative unit at similar location to the complainant at the same rate as per the agreed terms of the subject agreement and handover its physical possession after obtaining occupation certificate/completion certificate from the competent authority.

19. **Admissibility of delay possession charges at prescribed rate of interest:**

Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

20. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
21. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 26.08.2025 is 08.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
22. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:
- "(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.  
Explanation. —For the purpose of this clause—  
the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;  
the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and  
the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*
23. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent /promoter which is the same as is being granted to them in case of delayed possession charges.
24. The complainant is also seeking relief of possession. The authority is of the considered view that there is delay on the part of the respondent to offer

possession after receipt of the occupation certificate from the competent authority of the allotted unit to the complainant as per the terms and conditions of the builder buyer agreement dated 03.02.2020 executed between the parties. And as per the reasonings as stated above the authority has set aside the termination letter dated 23.09.2024. The respondent is directed to hand over the possession of the allotted unit to the complainant. Furthermore, in case the subject unit is not available, the respondent is further directed to allot an alternate unit similarly situated at the same price and size which was earlier agreed between the parties.

25. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession charges at prescribed rate of the interest @ 10.90 % p.a. w.e.f. due date of possession i.e., 31.12.2023 till valid offer of possession after obtaining of OC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

**E.IV. That the cost of present litigation amounting to ₹1,00,000/- along with costs of the present complaint may kindly be awarded in favour of the complainants and against the respondent**

26. The complainant is also seeking relief w.r.t. litigation cost. It is observed that the 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.* 2021-2022(1) RCR(c),357 has held that an allottee is entitled to claim compensation 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 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.

**E.V. That the respondent may kindly be directed not to charge anything that is not part to the original agreement for sale dated 03.02.2020.**

27. The authority is of the view that the respondent is directed not to charge anything which is not the part of BBA dated 03.02.2020.

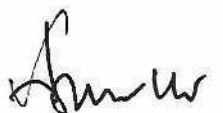
**F. Directions of the Authority:**

28. 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):

- a. The respondent is directed to hand over the possession of the allotted unit to the complainant. Furthermore, in case the subject unit is not available, the respondent is further directed to allot an alternate unit similarly situated at the same price and size which was earlier agreed between the parties within two months from the date of this order and handover its physical possession after obtaining occupation certificate/completion certificate from the competent authority as per obligations under section 11(4) (b) read with section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016.
- b. The respondent is directed to pay the interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.85 % p.a. w.e.f. due date of possession i.e., 31.12.2023 till valid offer of possession after obtaining of OC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

- c. The arrears of such interest accrued from due date of possession till the date of this order shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the respondent-promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
- d. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement.
- e. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.
29. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
30. True certified copies of this order be placed on the case file of each matter.
31. Files be consigned to registry.

  
(Ashok Sangwan)  
Member

  
(Arun Kumar)  
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 26.08.2025