

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

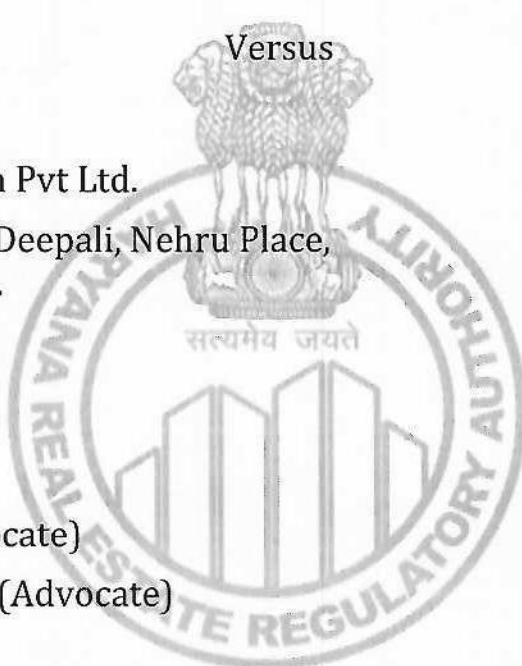
Complaint no. : **4589 of 2025**
Date of order : **13.01.2026**

Sneh Lata

Address:- House no.-455, Sector-39,
District-Gurugram, Haryana.

Complainant

Versus



M/s ATS Realworth Pvt Ltd.

Office at: 711/92, Deepali, Nehru Place,
New Delhi-110019.

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Nishant Jain (Advocate)

Complainant

Deeptanshu Jain (Advocate)

Respondent

HARERA
ORDER
GURUGRAM

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.No.	Particulars	Details
1.	Name of project	"ATS Grandstand Phase-I"
2.	Nature of project	Group Housing
3.	Location of project	Sector-99A, Gurugram.
4.	RERA Registered	Lapsed project Registration No. 06 of 2018 dated 02.01.2018
5.	DTCP license	License no. 37 of 2013 Dated-03.06.2013
6.	Welcome Letter	03.08.2021 (As on page no. 19 of complaint)
7.	Agreement For Sale	Not on record
8.	Unit no.	3174 (As on page no. 21 of complaint)
9.	Unit area	Not available
10.	Possession clause	Not Available
11.	Due date of possession	Cannot be ascertained
12.	Total sale consideration	Not available
13.	Amount paid	Rs.17,12,647/- (As per the calculation sheet annexed by the respondent on

		page no. 6 of the application dated 14.11.2025)
14.	Occupation Certificate	Not obtained [Note: Checked with the website of TCP]
15.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the complainant 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.
- II. That a Welcome Letter dated 03.08.2021 was issued by the respondent to the complainant. An amount of Rs.1,00,000/- and Rs.7,07,6471/- was paid by the complainant to the respondent in lieu of booking a residential unit bearing unit no. 3174 alongwith 2 parking in the project "ATS Grandstand"
- III. That the respondent despite taking huge sums from the complainant failed to sign a written agreement for sale. Looking at unprofessional and unethical work of conduct of the respondent, the complainant made several requests to the respondent for clarification on execution of Agreement, date of possession and construction update. However, the respondent kept on making false assurances that the said project will be constructed and the possession of the unit of the complainant will be handed over.
- IV. That the respondent sent an Email dated 26.08.2022 to the complainant making assurance to the complainant that the construction activities have been resumed at the project 'ATS

Grandstand'. Further, the respondent made assurances to boost construction pace.

V. That thereafter, the respondent raised another demand for Rs.9,95,000/-towards the said unit. After a period of more than 4 years since the date of booking of the said unit, the respondent had not started any construction at the site of the said project. Feeling cheated, the complainant requested the respondent for an update but the respondent avoided any explanation for one reason or another.

VI. The complainant wanted a home for herself and her family and now, after lapse of more than 4 years, the cost of properties have skyrocketed and the complainant is unable to buy any other property to make it her home.

VII. That 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, in the projects of its group companies and has halted the construction for several years.

VIII. That the respondent has failed to execute any written agreement for sale with the complainant despite taking huge sums of money from the complainant. The said unit was represented by the respondent admeasures 1550 sq. ft. and was sold to the complainant at a rate of Rs.5000/-per sq. ft., hence the total cost of the said unit is Rs.77,50,000/-. The complainant has paid a sum of Rs.18,02,647/- to the respondent. The respondent has taken more than 20% of the cost of the said unit. The respondent is in gross violation of the RERA Act and is liable to be penalized for this also.

IX. That the respondent is trying to make unjust gains to itself at the expense of the complainant and other such innocent home buyers. The complainant is ready to pay the outstanding dues as per the payment plan and take possession of her unit. The complainant does not want to withdraw from the said project and want possession of her unit.

X. That since the prices of the real estate have shot up, the respondent's malafide is clear that it wants to cheat the complainant and other such innocent home buyers from a home and resell the said project at premium rates. The respondent is intending to handover possession of the said project to one of its subsidiaries and make unjust gains for itself. The respondent after utilizing the money of innocent home buyers for several years is now trying to abandon the said project.

XI. That the complainant has made all the payments due to the respondent on time and has abided by the terms set forth in Welcome Letter whereas the respondent is in gross violation of the terms and law and has not fulfilled its obligations and is liable to be penalized as per law with heavy penalties.

XII. That the delivery of possession of the said unit has been delayed due to non-completion of the said project by the respondent on time due to illegal misappropriation of the funds, callous attitude and malafide of the respondent.

XIII. That the respondent has failed to justify its actions and has been delaying the matter on one pretext or another and is trying to avoid payment of delayed possession charges by opting for illegal tactics and practices.

XIV. That the respondent has utilized the deposited amount of complainant for sufficient time and now the respondent company is liable to pay delayed possession charges and handover possession of the said unit. The complainant has also suffered mental tension and harassment due to callous attitude off respondent for which the complainant reserve her right to claim compensation from the respondent before the appropriate Forum.

XV. That the cause of action for filing of the present complaint arose when the complainant made request to the respondent to execute agreement and enquired about the details such as hand over of possession of the said unit and the respondent failed to respond. The cause of action arose when the respondent failed to deliver possession of the said unit and failed to pay delayed possession charges to the complainant. The cause of action is continuous one and still subsisting, hence the present complaint.

C. Relief sought by the complainant:

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

- i. Direct the respondent to handover possession of the unit to the complainant, alongwith payment of delayed possession charges from the due date of possession i.e., 03.08.2024 till the actual handover of possession and execution of Conveyance deed, whichever is later.
- ii. Direct the respondent to execute Agreement For Sale/Builder Buyer Agreement as per the Act.
- iii. Direct the respondent to complete the construction of the project as per the approved layout plans and provide all the amenities as promised in the brochure.



iv. In case, the respondent is not constructing the unit of the complainant, the respondent may kindly 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 complainant to choose an alternate unit at same rates alongwith payment of delayed possession charges from the due date of possession of the original unit till the actual handover of possession.

v. Direct the respondent to submit in writing, in the form of an affidavit stating the reasons for not constructing the project and make assurance that no construction will be made by the respondent or its group companies, at the sit of the project.

vi. Direct the respondent not to charge anything that is outside the purview of RERA Act and rules.

vii. The cost of present litigation amounting to Rs.1,00,000/- alongwith costs may be kindly awarded in favour of the complainant and against the respondent.

5. On the date of hearing, the Authority explained to the respondents/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

6. The respondent put in appearance through its counsel and marked attendance on 30.10.2025, 13.11.2025. Despite specific direction for filing reply in the matter, no reply has been received from respondent with regard to the present complaint. It shows that the respondent no.1 is intentionally delaying the procedure of the court by avoiding filing of reply in the matter. In view of the above, vide proceedings dated 09.12.2025, the defence of the respondent has been struck off.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

D. Maintainability of the complaint:

8. The Authority observes that the present complaint is based on a Welcome Letter dated 03.08.2021, vide which the respondent welcomed the respondent into the project "ATS Grandstand", situated at Sector-99A, Gurugram, Haryana. It has been mentioned in the above said Welcome Letter dated 03.08.2021 that the respondent is in receipt of the complainant's application for booking and subject to realization of the booking amount, the respondent will process the provisional allotment and the booking will be confirmed once the Agreement to sell is executed after realization of the cheques. However, as per record, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties till date. Thus, the transaction between the parties never progressed beyond the stage of Welcome letter and did not culminate into allotment of any plot, apartment or building.

9. The counsel for the respondent has submitted that due to unforeseen circumstances, the respondent is unable to complete the construction of the project and the project has been scrapped. The Welcome Letter dated 03.08.2021 placed on record does not mention any unit number, tower, or allocation particulars. In the absence of a defined allotment, the complainant cannot be treated as an 'allottee' within the meaning of Section 2(d) of the Act. A mere Welcome Letter for a proposed or future allotment, without crystallization of rights in a specific unit, does not confer the status of an allottee. However, before examining the merits of

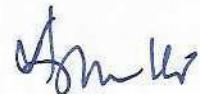
the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

“...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.”

10. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere issuance of Welcome Letter, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.
11. 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 agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.
12. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to execution of agreement for sale, payment of pending assured return, handover of possession and payment of delay possession charges, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
13. 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 does not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016.

14. Complaint as well as applications, if any, stands disposed of accordingly.
15. File be consigned to the registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.01.2026



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