

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

Complaint no. : 3136 of 2024
Date of order : 07.04.2026

1. Ashish Arora
2. Pooja Arora
Both R/o:- House no.-A-313, F/F, Vikas Puri,
West Delhi.

Complainants

Versus

M/s ATS Realworth Pvt Ltd.
Office at: 711/92, Deepali, Nehru Place,
New Delhi-110019.

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Nipun Rao (Advocate)

Deeptanshu Jain (Advocate)

Complainants

Respondent

ORDER

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	18.06.2019 (As on page no. 14 of complaint)
7.	Allotment Letter	Not on record
8.	Agreement For Sale	Not executed
9.	Unit no.	2103 (As on page no. 16 of complaint)
10.	Unit area	Not known
11.	Possession clause	Not available
12.	Due date of possession	Cannot be ascertained

13.	Payment plan	Not on record
14.	Sale consideration	Not known
15.	Amount paid	Rs.9,37,126/-
16.	Occupation Certificate	Not obtained [Note: Checked with the website of TCP]
17.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- I. That the respondents advertised in various leading newspapers about their forthcoming project namely "ATS Grandstand, Sector 99-A, Gurugram", promising various advantages, like world class amenities and timely completion/execution of the project etc. Relying on the promise and undertakings given by the respondents in the aforementioned advertisements, the complainant booked a unit measuring 1750 sq. ft. saleable area, 1118 sq. ft. carpet area in aforesaid project for total sale consideration is Rs.89,25,000/-+ GST.
- II. That the complainants starting from 01.06.2019 made a total payment of Rs.9,37,126/-to the respondents vide cheques, on different dates, the respondent duly accepted the payments.
- III. That the respondent allotted unit no. 2103 of 3 BHK along with 2 car parking, EDC/IDC Power Backup (5KVA) and Electric meter connection.
- IV. Thereafter, the respondent assured and promised that the booking of the unit i.e., 2103 will be transferred to unit no. 7053/6041 of Phase-II of the said project as per the choice of the complainants and both

the construction of both the projects will be done simultaneously and possession of both will be given within the assured time.

- V. On 18.06.2019 the respondent issued a welcome letter dated against the said payment made by the complainant mentioning unit no. as 2103 and it was nowhere mentioned about the changing/transfer of the unit in Phase-II.
- VI. That the acknowledgement of the booking of the said unit was given mentioning the total sale consideration price as Rs.89,25,000/- + GST which includes 2 car parking space, power back up 5 KVA, EDC/IDC, meter charges and IFMS.
- VII. At the time of booking of the aforesaid unit and after the payment, the respondent had agreed to execute the builder buyer agreement within 30-60 days from the date of booking. The complainant regularly followed up the respondent for execution of the builder buyer agreement, but the respondent evaded the matter on one pretext or other. The respondent kept assuring the complainant that the possession of the unit would be handed over soon. However, for the reason best known to the respondent they never delivered executed the builder buyer agreement till date.
- VIII. That the complainant used to telephonically ask the respondent about the progress of the registration process of the BBA and the respondent always gave false impression that the registration process of the builder buyer agreement is going in full mode and the execution of the BBA will be done in few days.
- IX. That despite repeated requests and reminders over phone calls and personal visits of the complainant, the respondents have failed to execute the builder buyer agreement of the allotted unit to the complainants within stipulated period. The process of registration

was not completed within time for the reasons best known to the respondents, which clearly shows that ulterior motive of the respondents was to extract money from the innocent people fraudulently.

- X. That due to this omission on the part of the respondents the complainant has been suffering from disruption on his financial arrangement, mental torture, and agony and also continues to incur severe financial losses. This could have been avoided if the respondents had executed the builder buyer agreement of the unit on time and delivered the possession of the said unit on time after the adjustment of the delayed possession charges.
- XI. That the complainants have requested the respondent several times making telephonic calls and also personally visiting the offices of the respondent to execute the builder buyer agreement of the unit in question and the complainants are ready to pay the balance amount of the sale consideration as per the terms agreed between the parties in the email or welcome letter, but the respondent has flatly refused to do so. Thus, the respondent in a pre-planned manner defrauded the complainants with their hard-earned huge amount of money and wrongfully gains himself and caused wrongful loss to the complainants.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- i. Direct the respondent to execute Builder Buyer Agreement and mention the due date of possession from the date of allotment/first payment made by the complainant and hand over the actual possession of the said unit to the complainant.

- ii. Direct the respondent not to ask anything which is not part of the allotment and welcome letter and not to impose any delay charges as no payment is ever delayed by the complainant.
 - iii. Direct the respondent to handover possession of the unit to the complainants after obtaining the OC of the said unit/project.
 - iv. Direct the respondent to adjust the delayed possession charges and issue fresh statement of accounts after the adjustment of the said delayed charges amount before the valid offer of possession.
 - v. To execute Conveyance Deed in favour of the complainant after giving the possession of the said unit upon receiving all the approvals from the concerned authorities.
 - vi. Direct the respondent to set aside the Invoice Letter dated 13.07.2022 of Rs.9,28,201/- being illegal and arbitrary.
 - vii. Restrain the respondent to cancel the booking of the complainants.
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 23.12.2025 and submitted that the project has been scrapped and the respondent is willing to refund the deposited amount with interest. No reply has been filed by the respondent and thus, vide proceedings dated 07.04.2026, the defence of the respondent was 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 18.06.2019, vide which the respondent welcomed the complainants into the project "ATS Grandstand", situated at Sector-99A, Gurugram, Haryana. It has been mentioned in the above said Welcome Letter dated 18.06.2019 that the respondent is in receipt of the complainants' 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 complainants 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. 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 complainants 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: 07.04.2026



HARERA
GURUGRAM