

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

Complaint no. :	5745 of 2025
Date of Filing of complaint:	20.11.2025
Date of Decision:	30.01.2026

1. Mohit Chaudhry
2. Aanchal Dhingra Chaudhry
Both R/o: WZ-72, Gali No. 10, Ram Garh
Colony, Kirti Nagar, Ramesh Nagar, Delhi -
110015

Complainants

Versus

ATS Realworth Pvt. Ltd.
Address: ATS Tower, Plot No. 16, Sector-
135, Noida - 201305

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Nishant Jain
Sh. Ankit Goyal

Advocate for the complainants
Advocate for the respondent

ORDER

1. The present complaint has been filed by the complainants/allottee 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 there under 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	ATS Grandstand, Sector- 99A, Gurugram
2.	Project area	11.5875 acres
3.	Nature of the project	Residential Group housing
4.	RERA Registered or not	Registered Vide no. 06 of 2018 dated 02.01.2018
5.	Unit no.	2252, tower no. 2, 25 th floor (page no. 33 of complaint)
6.	Unit area admeasuring	NA
7.	Welcome letter	16.10.2019 (page no. 23 of complaint)
8.	Letter by respondent regarding refund	29.08.2025 (page no. 33 of complaint)
9.	Possession clause	NA
10.	Due date	NA
11.	Basic sale consideration	Rs. 88,98,750/- (as alleged by complainants at page 20 of complaint)
12.	Amount paid by the complainants	Rs. 26,70,000/- (as alleged by complainant at page 20 of complaint)
13.	Occupation certificate	NA
14.	Offer of possession	NA

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

- I. That the representatives of respondent company approached the

- complainants and showed a promising image of a residential project "ATS Grandstand Phase - I" situated at Sector 99A, Gurugram by M/s ATS Realworth Pvt. Ltd.
- II. That the complainants signed 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. 2,00,000/- 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 complainant No.1 and her husband was filed with arbitrary and one sided terms and conditions and even after the protest, the respondent 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 alongwith interest due/payable and brokerage paid for the said booking.
- III. That a welcome letter dated 16.10.2019 was issued by the respondent to the complainants acknowledging the receipt of Rs. 2,00,000/- via RTGS on 10.10.2025 towards unit no. 2152 admeasuring 1750 sq. ft. for Rs. 5,085/- per sq. ft. in the project "ATS Grandstand". As per Annexure IV of the welcome letter dated 16.10.2019, the company is entitled to terminate the application and allotment for the reasons mentioned therein.
- IV. 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 any of the representations nor have failed to perform, comply and observe any of their obligations and responsibilities as set forth in the Welcome Letter.

- V. The respondent company raised other demands towards the payment of said unit. In lieu of demands raised by the respondent, the complainants paid an amount of Rs. 2,00,000/-, Rs. 3,50,000/-, Rs. 3,00,000/- and Rs. 9,00,000/-. Further, the complainants paid an amount of Rs. 3,00,000/- on 18.12.2019 and Rs. 6,20,000/- on 05.02.2020 to the respondent. An amount of Rs. 26,70,000/- has been paid by the complainants to the respondent.
- VI. That the respondent has failed to execute any written agreement for sale / builder buyer agreement with the complainants despite taking huge sums of money from the complainants. The said unit as represented by the respondent admeasures 1750 sq. ft. and was sold to the complainants on assurances at a rate of Rs. 5,085/- per sq. ft., hence the total cost of the said unit is Rs. 88,98,750/-. The complainants have paid a sum of Rs. 26,70,000/- to the respondent. The respondent despite taking 30% of the total cost of the said unit, failed to sign a written agreement for sale. The respondent is in gross violation of the RERA Act and is liable to be penalized for this also.
- VII. That the respondent has halted the construction at the site of the said project. Feeling cheated, the complainants requested the respondent for an update but the respondent avoided any explanation for one reason or another. The complainants wanted a home for themselves and now, after lapse of more than 6 years the cost of properties have skyrocketed and the complainants are unable to buy any other

property to make it their home. The respondent is threatening to cancel the allotment of the unit allotted to the complainants.

- VIII. That the complainants have several times requested the respondent to execute a written agreement for sale but the respondent has paid scant regard to the requests of the complainants. In case, there is no delivery date of the unit, a reasonable time has to be taken into account for delivery of possession of the booked unit. As per settled principle of law the respondent had to handover possession of the said unit to the complainants within 3 years, hence, the due date for handing over of possession of the said unit was 10.10.2022 and the respondent has miserably failed to complete the construction of the said unit.

C. Relief sought by the complainants:

4. In view of the facts mentioned above, the complainants prays for the following relief:
 - i. That the possession of unit no. 2252, Tower 2 in Group Housing namely "ATS Grandstand", Sector 99-A, Gurugram, having carpet area of 1750 Sq. Ft. @ Rs. 5,085/- per Sq. Ft. along with one car parking after taking occupation certificate from the concerned department may kindly be handed over to the complainants by the respondent alongwith payment of delayed possession charges from the due date of possession, i.e. 10.10.2022 till actual handover of possession and execution of conveyance deed whichever is later.
 - ii. Direct the respondent to execute agreement for sale / builder buyer agreement / written agreement for sale as per RERA Act.
 - iii. Direct the respondent to complete the construction of the project "ATS Grandstand" as per the approved layout plans and provide all the amenities as promised in its brochure.

- iv. Direct the respondent 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. Further, handover possession of the alternate unit at same rates along with payment of delayed possession charges from the due date of possession of the original unit, i.e. 10.10.2022 till actual handover of possession and execution of conveyance deed whichever is later.
 - v. Direct the respondent to submit in writing, in shape of an affidavit the reasons for not constructing the project "ATS Grandstand" Sector 99A, Gurugram, through its Managing Director and make assurance that no construction will be made by the respondent company or its group companies at the site of the said project.
 - vi. Direct the respondent not to charge anything that is outside the purview of RERA Act and rules.
 - vii. That the cost of present litigation amounting to Rs. 1,00,000/- alongwith costs of the present complaint may kindly be awarded in favour of the complainants and against the respondent.
5. The present complaint was filed on 20.11.2025. The respondent has not filed the reply in the complaint till date. Despite specific directions on dated 05.12.2025, 12.12.2025, 02.01.2026, 30.01.2026 it failed to comply with the orders of the authority. It shows that the respondent was intentionally delaying the procedure of the court by avoiding to file written reply. Therefore, the authority assumes/ observes that the respondent has nothing to say in the present matter and accordingly the authority struck off the defense of the respondent on 30.01.2026.

D. Jurisdiction of the authority

6. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

7. 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

8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(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) of the Act provides 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.

9. 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 on the relief sought by complainants:

- i. That the possession of unit no. 2252, Tower 2 in Group Housing namely "ATS Grandstand", Sector 99-A, Gurugram, having carpet area of 1750 Sq. Ft. @ Rs. 5,085/- per Sq. Ft. along with one car parking after taking occupation certificate from the concerned department may kindly be handed over to the complainants by the respondent alongwith payment of delayed possession charges from the due date of possession, i.e. 10.10.2022 till actual handover of possession and execution of conveyance deed whichever is later.**
- ii. Direct the respondent to execute agreement for sale / builder buyer agreement / written agreement for sale as per RERA Act.**
- iii. Direct the respondent to complete the construction of the project "ATS Grandstand" as per the approved layout plans and provide all the amenities as promised in its brochure.**
- iv. Direct the respondent 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. Further, handover possession of the alternate unit at same rates along with payment of delayed possession charges from the due date of possession of the original unit, i.e. 10.10.2022 till actual handover of possession and execution of conveyance deed whichever is later.**
- v. Direct the respondent to submit in writing, in shape of an affidavit the reasons for not constructing the project "ATS Grandstand"**

- Sector 99A, Gurugram, through its Managing Director and make assurance that no construction will be made by the respondent company or its group companies at the site of the said project.**
- vi. Direct the respondent not to charge anything that is outside the purview of RERA Act and rules.**
 - vii. That the cost of present litigation amounting to Rs. 1,00,000/- alongwith costs of the present complaint may kindly be awarded in favour of the complainants and against the respondent.**
 10. The above mentioned reliefs are interrelated to each other. Accordingly, the same are being taken up together for adjudication.
 11. The complainants in the present complaint are seeking relief w.r.t the possession of the unit and execution of builder buyer agreement for the alleged non allotted unit in the project 'ATS Grandstand, sector-99 A, Gurugram. The welcome letter was issued on 16.10.2019. The complainants further states that they have made a payment of Rs. 26,70,000/- towards the said unit.
 14. On consideration of the documents available on record and submissions made by the parties, the Authority observes that the complainants alleges that they had booked a unit in the respondent's project and made certain payments towards the same. However, they have failed to produce any document that would legally establish an allotment in their favour. Moreover, the complainants have stated that they have made several calls to the respondent to execute the builder buyer agreement but there are no documents on record to substantiate the said fact. Thus, the transaction between the parties never progressed beyond the stage of a welcome letter and did not culminate into allotment of any plot, apartment or building. However, before examining the merits of the

case, it is necessary to determine whether the complainants 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."

15. 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 complainants. Mere issuance of welcome letter, in the absence of an allotment letter or builder buyer agreement, does not confer the status of an allottee upon the complainants.
16. 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.
17. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainants essentially relates to execution of builder buyer agreement is a matter falling outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
18. In view of the above facts and circumstances, this Authority holds that the complainants 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 and is accordingly dismissed with liberty to the complainants to avail appropriate remedies in accordance with law before the competent forum.

12. Complaint as well as applications, if any, stands disposed off accordingly.
13. File be consigned to registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026

