BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint filed on : 16.09.2025
Date of Order : 13.10.2026

M/s AKJ Attorneys & Solicitors LLP
Regd. Office: Unit no. 203-204, Bani by Address One, Sector-56, Gurugram, Haryana- 122011 **Complainant**

Versus

M/s Ameya Commercial Projects Pvt. Ltd.
Regd. Office: Ameya One, Sector-42, Golf Course Road, Gurugram, Haryana-122001 **Respondent**

CORAM:
Shri Arun Kumar **Chairman**

APPEARANCE:
Shri Apoorv Jain (Advocate) **Complainant**
Shri Paramanand Yadav (Advocate) **Respondent**

ORDER

1. The present complaint has been filed by the complainant/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 allottee as per the agreement for sale executed *inter-se* them.

A. Unit and Project-related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, the date of proposed handing over of the

possession, and the delay period, if any, have been detailed in the following tabular form:

S. No.	Heads	Information
1.	Name and location of the project	"Sapphire 57" Situated in Sector 57, Gurgaon, Haryana
2.	Nature of the project	Commercial colony
3.	Project area	1.60625 acres
4.	DTCP license no.	24 of 2021 dated 24.05.2021 Valid up to 28.07.2025
5.	Name of licensee	Naresh Kumar, Kuldeep & Rajender Singh
6.	RERA Registered/ not registered	Registered 01 of 2022 dated 19.01.2022 Valid up to 30.04.2026
7.	Preliminary term sheet executed between M/s. Ameya Commercial Project Private Limited and M/s. Cineport Entertainment Private limited	08.07.2023 (As on page no. 63 of complaint)
8.	Agreement for Sale	05.07.2023 (As on page no. 34 of complaint)
9.	Unit no. (Multiplex)	Multiplex, 2nd Floor (As on page no. 36 of complaint)
10.	Unit measuring	10,000 sq. ft. (super area) (As on page no. 36 of complaint)
11.	Possession clause	**8.1** *The promoter agrees and understands that timely delivery of possession of the unit for commercial usage along with parking (if applicable) to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rules 2(1)F of the Rules 2017 in the essence of the agreement.*

		The promoter shall obtain Occupation Certificate/Completion Certificate on or before 30.04.2026. **8.2** *The promoter upon obtaining the occupation certificate or part thereof of building blocks in respect of* ***commercial usage shall offer in writing the possession of the unit within three months from the date of above approvals to the allottee as per terms of this agreement.*** (As on page no. 42 & 43 of complaint)
12.	Due date of possession	30.07.2026 (As per clause 8.1 & 8.2 of the agreement)
13.	Payment Plan	Possession Linked (Page 61 of complaint)
14.	Sale consideration	Rs.5,00,00,000/- (As on page no. 36 of complaint)
15.	Amount paid	Rs.5,00,00,000/- (As stated by the complainant on page 30 of complaint)
16.	Occupation certificate	28.07.2025 For Ground floor to 3rd floor (As on page no. 27 of complaint)
17.	Offer of possession	Not on record

B. Facts of the complaint:

3. The complainant has made following submissions:

i. The respondent is a company working in the field of construction and development of commercial projects across the country in the name and style of M/s. Ameya Commercial Projects Private Limited. Mr. Sanjay Gupta and Mr. Deepka Gupta are directors of respondent company.

ii. The real estate project named "AMEYA SAPHIRE 57" which is the subject matter of the present complaint, is situated at Ameya Sapphire

57, Sector 57, Gurugram., Haryana - 122001 and therefore this Hon'ble Authority has jurisdiction to try and decide the present complaint. The subject matter of the present complaint is with respect to the "violation of agreement for sale along with the interest on delay from August 2024" and other interim orders on the violation of section 14 explanation (ii) and 37 of the RERA Act, 2016 read.

iii. The respondent advertised itself as an ethical business group includes its affiliates, sister concern, subsidiaries, associates and the holding company through various marketing platforms. The respondent while launching and advertising the said project through flyers, catalogues, magazines, brokers, newspapers etc promised to the targeted consumer their dream commercial spaces/units that would help them to supplement their monthly income. That the respondent has secured all the necessary sanctions and approvals from appropriate authorities for construction and completion of the real estate project.

iv. In or around June 2023, the Respondent, through its Director, Mr. Sanjay Gupta and Mr. Deepak Gupta, approached Mr. Apoorv Jain, Managing Director of AKJ Attorneys and Solicitors LLP, with an offer to sell a dwelling space admeasuring 10,000 sq. ft. located on the terrace of the said project. The respondent assured that the said space would be leased to M/s Cineport Entertainment Private Limited ("Cineport"), having its registered office at Times Square Building, 7th & 8th Floor, Western Express Highway, Andheri East, Mumbai, Maharashtra - 400069, by April 2024 for the purpose of operating a multiplex cinema hall and related commercial leasable area earmarked for the Multiplex to be leased to Cineport was 19,600 sq. ft., out of which Director of the respondent Mr. Sanjay Gupta & Mr.

Deepak Gupta expressed their intent to sell 10,000 sq. ft. to the complainant.

v. Mr. Sanjay Gupta & Mr. Deepak Gupta, acting in their capacity as Directors of respondent, approached the complainant with a request for financial assistance, citing their inability to arrange sufficient funds for the construction of a Multiplex on the terrace of the said project. The respondent through its Director provided the Complainant with a draft agreement titled as "Preliminary Term Sheet - BTS - Ameya," proposed to be executed between respondent and M/s Cineport Entertainment Private Limited. They categorically represented and assured the complainant that possession of the said Multiplex was to be handed over to Cineport by April 2024, with an additional grace period of three months.

vi. Furthermore, respondent and its Director Mr. Sanjay Gupta & Deepak Gupta unequivocally promised the complainant that upon completion of construction, possession of the said Multiplex would be delivered to the Complainant by April 2024 (with the said grace period of 3 months), following which the complainant would be entitled to receive a minimum monthly rental income of at least Rs.12,50,000/- However, the respondents imposed a specific precondition for this arrangement, requiring the complainant to make a full consideration payment of Rs.5,00,00,000/-, citing the urgent need for capital to complete the said construction.

vii. Being induced or enthralling by the said offer and believing the representations made by the Respondent no. 2 and 3 to be true and correct, AKJ Attorneys and Solicitors LLP through its managing partner Mr. Apoorv Jain purchased the aforesaid unit admeasuring 10,000 sq. ft situated at commercial complex at sector - 57, Gurugram

known as Sapphire - 57. That the Respondent issued the said unit in the name of the Complainant, M/s AKJ Attorneys & Solicitors LLP vide Agreement for sell, for the total sale issuance of allotment for the said unit, complainant made a full one-time payment of Rs. 5,00,00,000/- towards purchase of the said unit and thereafter "agreement for sale" dated 5th July, 2023 was duly executed between the complainant and the respondent no. 1.

viii. Upon making the aforesaid payment, the complainant became the absolute and lawful owner of the said unit admeasuring 10,000 sq. ft., which was under construction at the time of execution of the agreement for Sale and the subsequent issuance of the agreement for Sell. The area proposed to be leased out to M/s Cineport Entertainment Private Limited includes multiple units located on the terrace, out of which the complainant's unit constitutes a substantial portion. Specifically, the complainant is the rightful owner of a 10,000 sq. ft. super area, forming approximately 60% of the entire terrace area intended for lease and therefore is a majority holder in the said Multiplex.

ix. The complainant procured a copy of the original preliminary term sheet - BTS - Ameya," duly executed on 8th July, 2023 between respondent no. 1 and M/s Cineport Entertainment Private Limited, in accordance with the assurances and representations made by respondents no. 2 and 3 on behalf of the respondent prior to the execution of the agreement for sale. The complainant, relying in good faith on the promises and representations of respondents no. 2 and 3, invested his hard-earned, self-acquired funds with the legitimate expectation of securing a stable source of monthly income. This

investment was made purely on the strength of the respondents' commitments and assurances regarding the Multiplex project.

x. The complainant, acting in good faith and with utmost patience, waited until April 2024 plus 3 months grace period i.e. July 2024 for the possession of the unit and the commencement of the assured monthly rental income.

xi. Upon making a formal enquiry regarding the status of possession and the disbursement of the rental returns, respondent no. 1, through its directors respondents no. 2 and 3 - informed the complainant that the Multiplex is still under construction and that possession would be handed over very soon.

xii. Thereafter, the complainant continued to wait for a further period of eight months, trusting the respondents' repeated assurances. However, to the complainant's utter shock and dismay, it came to light that the Multiplex, which was the subject matter of the agreement and the source of the promised rental income, was now being converted into service apartments. Shockingly, no prior intimation or consent was sought from the complainant regarding this drastic and unilateral change in the nature and structure of the said unit.

xiii. The respondents deliberately never informed the complainant about any such substantial and material change in the allotted unit. It was only when the complainant accidentally came across the recently circulated brochure of the service apartments reflecting significant and unauthorized alterations in his unit, that he immediately and anxiously enquired into the matter. Upon doing so, he was shockingly informed that several units of the service apartment had already been sold without any prior intimation to him. Hence, the present application has been necessarily and urgently filed.

xiv. Despite making numerous phone calls and repeated attempts to seek clarity regarding possession of his unit, the complainant was never informed by respondent and its directors about the ongoing structural modification. The said respondents not only withheld material information but also acted in total disregard of the complainant's proprietary rights, as the rightful and lawful owner of the said unit. The decision to alter the purpose and structure of the unit without the complainant's consent constitutes a gross breach of trust and contractual obligations.

xv. The respondent has not obtained any requisite approvals from the competent authorities for effecting the aforementioned change in the super unit belonging to the complainant. No formal intimation or written communication was ever issued by the respondent to the complainant regarding the unauthorized conversion of his 10,000 sq. ft. super unit from a multiplex to service apartments. The respondent has acted in gross violation of law and the complainant's proprietary rights by unilaterally altering the structural nature and intended use of the unit from a multiplex to service apartments without seeking prior consent or informing the complainant.

xvi. The respondent has neither obtained the mandatory permissions from the appropriate authorities, nor secured the requisite two-thirds (2/3rd) majority consent of the affected allottees, nor issued any notice or intimation regarding such material changes. As a result, the respondent's actions have caused grave and irreparable prejudice to the complainant, amounting to a clear breach of statutory obligations, contractual duties, and fiduciary responsibility.

xvii. It has come to the knowledge of the complainant that on 10.03.2025, the respondents applied to the Director General, Town

Country Planning Department ("DGTCP") for the grant of an occupation Certificate ("OC") in respect of the entire project area, excluding the Multiplex Block situated on the terrace of the said Project, the part Occupancy Certificate was granted by the Competent Authority, i.e., the Director, Town and Country Planning, Chandigarh, vide order dated 28.07.2025, only in respect of the area consisting of commercial shops, and not for the Multiplex.

xviii. During a surprise visit to the project site, the complainant observed that the structure of the Multiplex has already been erected and would require approximately one to one and a half years for completion, if respondent, through its Directors Mr. Sanjay Gupta & Mr. Deepak Gupta, so intends. Furthermore, this act on part of the answering respondents raises grave concerns as to why the respondents have deliberately excluded the Multiplex Block from the OC application, despite its substantial progress.

xix. Such conduct on the part of the respondents not only reflects a lack of transparency but also clearly demonstrates a mala fide intention to misappropriate the complainant's funds, which were obtained under false assurances and misrepresentations.

xx. The present complaint has been made with bona fide intention and the same in not pending for similar relief before any other court of law or any other authority or tribunal. The Hon'ble Authority has jurisdiction to entertain the present complaint since the project is situated in Gurugram which is well within the jurisdiction of this Hon'ble Authority. That there is no undue delay on part of the complainants in filing the present complaint before this Hon'ble Authority. The balance of convenience is entirely in the favour of the

complainant and against the offending respondent.

C. Relief sought by the complainant:

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

   i. Take regulatory action for cancellation of registration of RERA till proper sanction has been given for building plan.
   ii. Issue penalty for violation of "Agreement to Sale".
   iii. Direct the respondent to issue fresh allotments of service apartments in favor of the complainant as per original area allotted to the complainant.
   iv. Direct the respondent for payment of interest on the amount paid from August 2024 i.e. after the due date of possession.
   v. Relief for seeking compensation from the Hon'ble Adjudication Officer.

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

D. Application dated 21.06.2026 for dismissal of the complaint by the respondent.

6. The respondent has made following submissions:

   i. The respondent respondent/applicant is filing this application under Section 31 & 38(2) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 29 of the Real Estate (Regulation and Development) (General) Rules, 2017 for dismissal of the present complaint being premature and not maintainable in law.
   ii. The complainant has filed the present complaint alleging delay in handing over possession of the commercial unit booked by them,

however, the said complaint is premature and liable to be dismissed at the threshold.

iii. The respondent/applicant submits that as per the agreement for sale dated 05.07.2023 executed between the parties, clause 8 specifically states that the promoter, upon obtaining the occupation certificate which was to be obtained on or before 30.04.2026, the promoter, upon obtaining the OC or part thereof of the building blocks in respect of commercial usage shall offer in writing the possession of the unit within 3 (three) months from the date of the obtaining OC.

iv. The respondent/applicant states that the present complaint has been filed in October 2025, which is much before the committed possession date i.e., 30.07.2026. As on date, the period for handing over possession has not yet arrived and/ or expired. The respondent/applicant submits that no cause of action has accrued to the complainant to file the present complaint as the due date for delivery of possession has not yet arrived. Filing a complaint before the stipulated date of possession amounts to premature litigation.

v. The respondent/applicant submits that the complainant cannot claim any relief or compensation for alleged delay when no delay has occurred as per the terms of the agreement. Any such claim prior to the expiry of the possession period is misconceived and bad in law.

vi. The respondent/applicant states that entertaining such premature complaints would amount to unnecessary burden on the judicial system and would prejudice the rights of the respondent/applicant who is diligently working towards timely completion of the project. The Hon'ble Supreme Court and various High Courts have consistently held that a complaint for delay in possession cannot be

entertained before the expiry of the committed date of possession as mentioned in the agreement.

vii. The respondent/applicant submits that the present complaint is not maintainable in its present form and deserves to be dismissed. The respondent/applicant has not violated any terms of the agreement for sale. The complainant's attempt to initiate proceedings before the due date is nothing but an abuse of the process of law.

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

E. Reply to the application dated 21.06.2026 by the complainant

8. The complainant has made following submissions:

i. The respondent developer, acting through its directors, approached the complainant and represented that a Preliminary Term Sheet had been finalized which was proposed to be executed between the Respondent and M/s Cineport Entertainment Private Limited ("Cineport") for operating a Multiplex in the project. The said preliminary term sheet constitutes a crucial and material document, as the same clearly establishes the actual timeline and commercial understanding between the parties, and it was based on the said preliminary term sheet that the agreement for sale was subsequently executed between the parties. The respondent, through its Directors, categorically and unequivocally represented and assured the complainant that possession of the allotted Multiplex unit admeasuring 10,000 Sq. Ft. would be handed over by July 2024 (including a grace period of three months). The said timeline was

specifically assured because the Multiplex was proposed to be handed over to Cineport by December 2023, upon which the operations of the Multiplex were to commence, and the complainant was assured that he would start receiving an assured monthly rental of Rs. 12,50,000/-. Thus, the said preliminary term sheet clearly demonstrates that the promised date of possession was July 2024 and not April 2026, as is now being falsely projected by the respondent, and therefore the said document forms a vital piece of evidence establishing the true intention, representations, and contractual understanding between the parties at the time of execution of the agreement for sale.

ii. Relying upon the aforesaid representations and assurances extended by the Respondent through its Directors, the complainant, in good faith and with legitimate expectation of timely possession and assured rental returns, invested a substantial sum of Rs.5,00,00,000/- in the project and consequently an agreement for sale dated 05.07.2023 came to be executed between the parties. Subsequent to the execution of the said agreement for sale, the complainant also procured a copy of the preliminary term sheet dated 08.07.2023, which unequivocally reflected the same terms and conditions that had been discussed and mutually agreed upon between the parties through the directors of the respondent company.

iii. Since the promised date of possession and the commencement of rental returns was July 2024, the complainant repeatedly approached the respondent and its Directors seeking clarification and confirmation regarding the status of possession and commencement of rental. However, the respondent deliberately avoided providing any clear or satisfactory response. Thereafter, to the utter shock and dismay of the Complainant, it came to light that the said Multiplex

unit, which formed the very basis and subject matter of the agreement for sale, is now being converted into service apartments, and the respondent has initiated steps to fundamentally alter the entire structure and usage of the said premises from a Multiplex to service apartments. Such unilateral and unauthorized alteration of the sanctioned plan and nature of the project is in gross violation of the provisions of the Real Estate (Regulation and Development) Act, 2016, particularly Section 14 of the Real Estate (Regulation and Development) Act, 2016, which expressly prohibits any structural changes or alteration in the sanctioned plans without the prior consent of the allottees.

iv. To the utter shock and dismay of the complainant, it recently came to the knowledge of the complainant that the said multiplex unit allotted in the name of the complainant, which has now been illegally converted into service apartments, has once again been allotted by the respondent to a third party namely Mr. Anil Goyal. During a telephonic conversation with the said Mr. Anil Goyal, the Complainant was informed that the entire service apartment unit has been allotted in his name, thereby clearly establishing the fraudulent and mala fide conduct of the respondent in dealing with the property already sold to the complainant.

v. The fraudulent conduct of the respondent is not limited to the present complainant alone. The respondent and its Directors have indulged in similar acts of double allotment and fraudulent dealings with several other allottees, wherein units already allotted and sold to one allottee have been subsequently re-allotted to other unsuspecting purchasers. The modus operandi adopted by the Respondent clearly reflects a systematic and deliberate pattern of deception, whereby substantial

amounts have been collected from multiple allottees against the very same units.

vi. In view of the repeated complaints and fraudulent activities of the respondent and its Directors, a First Information Report (FIR) has already been registered against the Respondent, its directors and certain family members who are also holding directorial positions in the company, for their involvement in such acts of cheating, fraud and double allotment of units. The registration of the said FIR further substantiates the grave and serious nature of the fraudulent conduct being carried out by the respondent and its management.

vii. The said FIR clearly evidences that the respondent has been repeatedly indulging in acts of double allotment, misrepresentation, fraud and wrongful diversion of funds, thereby causing substantial financial loss to innocent investors.

F. Findings on the relief sought by the complainant

9. The Authority observes that the complainant had booked a multiplex unit situated on the second floor of the commercial project namely, "Sapphire 57", Sector 57, Gurugram, being developed by the respondent. As per the agreement for sale dated 05.07.2023, the complainant was allotted a unit admeasuring 10,000 sq. ft. (super area) for a total sale consideration of Rs.5,00,00,000/-, which stands paid in entirety by the complainant.

10. The Authority further observes that the complainant has alleged that the respondent, through its directors, had represented that the multiplex would be completed and possession thereof would be handed over by April 2024, along with a grace period of three months, and that the complainant would consequently receive monthly rental income of Rs.12,50,000/-. The complainant has further alleged that, instead of completing the multiplex, the respondent unilaterally initiated steps to

convert the said premises into service apartments without obtaining his consent and that the same premises were subsequently allotted to a third party, namely, Mr. Anil Goyal.

11. The Authority also takes note of the fact that the complainant, in his reply to the application dated 21.06.2026 filed by the respondent, has specifically alleged acts of cheating, fraud, misrepresentation and double allotment against the respondent, its directors and certain family members holding directorial positions in the company. It is further noted that an FIR dated 24.02.2026 has already been registered against the respondent, its directors and the aforesaid persons in connection with the alleged acts of cheating, fraud and double allotment of units.

12. The Authority observes that the respondent, on the other hand, has contended that the complaint is premature, as clause 8.1 of the agreement for sale stipulated that the occupation certificate was to be obtained on or before 30.04.2026, whereas clause 8.2 provided that possession of the unit was to be offered within three months from the date of obtaining the occupation certificate. Accordingly, the contractual due date of possession was 30.07.2026, whereas the present complaint was instituted in October 2025.

13. The Authority, after considering the pleadings and documents placed on record, observes that the dispute, as projected by the complainant, primarily revolves around allegations of cheating, fraud, misrepresentation and double allotment of the unit by the respondent and its directors. The complainant has himself placed reliance upon the registration of an FIR dated 24.02.2026 in support of the allegations levelled against the respondent and its directors.

14. In view of the nature of the allegations and the facts and circumstances of the present case, the Authority is of the considered view that the dispute,

as presented, is primarily criminal (inadvertently mentioned as civil vide proceedings dated 13.10.2026) in nature and involves allegations of fraudulent acts which cannot be adjudicated upon in the present proceedings under the provisions of the Real Estate (Regulation and Development) Act, 2016. The determination of the allegations raised by the complainant would involve examination of the alleged fraudulent transactions, misrepresentation and double allotment, which fall beyond the scope of adjudication in the present complaint.

15. Accordingly, in view of the foregoing facts and circumstances, the Authority is of the considered view that the present complaint is not maintainable under the provisions of the Act of 2016 and, therefore, the same is hereby dismissed as not maintainable.
16. Accordingly, the present matter stands disposed of.
17. File be consigned to the Registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.10.2026