

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

Date of Decision: 12.09.2025

| NAME OF THE BUILDER | | APEX BUILDWELL PVT. LTD. | |
|---------------------|--------------|---|--|
| PROJECT NAME | | "Our Homes" | |
| S. No. | Case No. | Case title | APPEARANCE |
| 1. | CR/4774/2024 | Ramesh Kumar V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |
| 2. | CR/4775/2024 | Puneet Kumar V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |
| 3. | CR/4776/2024 | Pardeep Sharma V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |
| 4. | CR/4777/2024 | Parul Chawla V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |
| 5. | CR/4778/2024 | Parmod Sharma V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |
| 6. | CR/4779/2024 | Manoj Kumar and Kiran Kathuria V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |
| 7. | CR/4780/2024 | Indu Kaushik V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |
| 8. | CR/4781/2024 | Himadri V/S | Sh. Sunil Kumar (Advocate) |

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| | | Apex Buildwell Pvt. Ltd. | Sh. Harshit Batra (Advocate) |
| 9. | CR/4782/2024 | Dharmender Singh V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |
| 10. | CR/4783/2024 | Chander Parkash V/S Apex Buildwell Pvt. Ltd. | Sh. Sunil Kumar (Advocate) Sh. Harshit Batra (Advocate) |

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of ten complaints titled as above filed before this authority 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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Our Homes" being developed by the same respondent/promoter i.e., M/s Apex Buildwell Pvt. Ltd. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to delay possession charges.

3. The details of the complaints, reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount and relief sought are given in the table below:

| | | | | | |
|---------------------------|---|--|---------------------------------|---|---|
| Project Name and Location | | "Our Homes" situated in Sector- 37-C, Gurugram. | | | |
| Project Area | | 10.144 Acres | | | |
| RERA Registered | | Registered Vide registration no. 40 of 2019 dated 08.07.2019 Valid upto 01.12.2019 | | | |
| Approval of building plan | | 29.08.2012 | | | |
| Environment clearance | | 26.06.2013 | | | |
| Possession clause | | 1 (iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environment clearance, whichever is later. | | | |
| Reliefs Sought | | 1. Direct the respondent to pay delay possession interest at prevailing rate of interest in favour of complainant. | | | |
| Sr. No. | Complaint no. / Title/ Date of Filing / Reply | Unit no. and area | Date of builder buyer agreement | Status of Possession | Total sale consideration and amount paid |
| 1. | CR/4774/2024 Ramesh Kumar V/S Apex Buildwell Pvt. Ltd. DOF 23.10.2024 Reply 10.09.2025 | 452, 4 th floor, Tower-Orchid 516.67 sq. ft. | BBA: 04.03.2013 | Due date of possession: 26.06.2017 OP: 01.03.2020 CD: 10.11.2020 | TSC: - Rs. 16,00,000/- AP: - Rs. 16,00,000/- |
| 2. | CR/4775/2024 Puneet Kumar V/S Apex Buildwell Pvt. Ltd. DOF 22.10.2024 Reply 10.09.2025 | 185, 1 st floor, Tower-IRIS 516.67 sq. ft. | BBA: 16.06.2017 | Due date of possession: 26.06.2017 OP: 01.03.2020 CD: 26.10.2020 | TSC: - Rs. 16,00,000/- AP: - Rs. 16,00,000/- |

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| 3. | CR/4776/2024 Pardeep Sharma V/S Apex Buildwell Pvt. Ltd. DOF 22.10.2024 Reply 10.09.2025 | 451, 4th floor, Tower- orchid 516.67 sq. ft. | BBA: 27.02.2013 | Due date of possession: 26.06.2017 OP: 01.03.2020 CD: 15.10.2020 | TSC:- Rs. 16,00,000/- AP:- Rs. 16,00,000/- |
| 4. | CR/4777/2024 Parul Chawla V/S Apex Buildwell Pvt. Ltd. DOF 22.10.2024 Reply 10.09.2025 | 499D, 4th floor, Tower- IRIS 516.67 sq. ft. | BBA: 06.06.2013 | Due date of possession: 26.06.2017 OP: 01.03.2020 CD: 24.01.2023 | TSC:- Rs. 16,00,000/- AP:- Rs. 16,00,000/- |
| 5. | CR/4778/2024 Parmod Sharma V/S Apex Buildwell Pvt. Ltd. DOF 23.10.2024 Reply 10.09.2025 | 251, 2 nd floor, Tower- ORCHID 516.67 sq. ft. | BBA: 05.06.2015 | Due date of possession: 26.06.2017 OP: 01.03.2020 CD: 16.07.2024 | TSC:- Rs. 16,00,000/- AP:- Rs. 16,00,000/- |
| 6. | CR/4779/2024 Manoj Kumar and Kiran Kathuria V/S Apex Buildwell Pvt. Ltd. DOF 23.10.2024 Reply 10.09.2025 | 588, 5th floor, Tower- IRIS 516.67 sq. ft. | BBA: 07.03.2013 | Due date of possession: 26.06.2017 OP: 11.03.2020 Possession certificate: 24.05.2024 CD: Not Annexed | TSC:- Rs. 16,00,000/- AP:- Rs. 16,00,000/- |

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| 7. | CR/4780/2024 Indu Kaushik V/S Apex Buildwell Pvt. Ltd. DOF 22.10.2024 Reply 10.09.2025 | 358, 3rd floor, Tower- orchid 516.67 sq. ft. | BBA: 05.06.2015 | Due date of possession: 26.06.2017 OP: 01.03.2020 CD: 15.10.2020 | TSC:- Rs. 16,00,000/- AP:- Rs. 16,00,000/- |
| 8. | CR/4781/2024 Himadri V/S Apex Buildwell Pvt. Ltd. DOF 22.10.2024 Reply 10.09.2025 | 199B, 1st floor, Tower- IRIS 516.67 sq. ft. | BBA: 22.04.2017 | Due date of possession: 26.06.2017 OP: 11.03.2020 CD: 29.10.2020 | TSC:- Rs. 16,00,000/- AP:- Rs. 16,00,000/- |
| 9. | CR/4782/2024 Dharmender Singh V/S Apex Buildwell Pvt. Ltd. DOF 22.10.2024 Reply 10.09.2025 | 974, 9th floor, Tower- TULIP 516.67 sq. ft. | BBA: 01.03.2013 | Due date of possession: 26.06.2017 OP: 20.03.2020 Possession certificate: 21.07.2020 CD: 07.12.2020 | TSC:- Rs. 16,00,000/- AP:- Rs. 16,00,000/- |
| 10. | CR/4783/2024 Chander Parkash V/S Apex Buildwell Pvt. Ltd. DOF 23.10.2024 Reply 10.09.2025 | 397, 3rd floor, Tower- IRIS 516.67 sq. ft. | BBA: 04.03.2013 | Due date of possession: 26.06.2017 OP: 11.03.2020 Possession certificate: 31.07.2020 CD: 22.09.2021 | TSC:- Rs. 16,00,000/- AP:- Rs. 16,00,000/- |

| Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows: | |
|--|--------------------------------|
| Abbreviation | Full form |
| DOF | Date of filing complaint |
| BBA | Builder buyer agreement |
| TSC | Total Sale consideration |
| AP | Amount paid by the allottee(s) |
| OP | Offer of possession |
| CD | Conveyance deed |

4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/promoter and seeking delay possession charges on the amount paid by the complainant.
5. 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 allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/4774/2024 titled as Ramesh Kumar V/S Apex Buildwell Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua refund of the allotted unit.

A. Unit and project related details

7. 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. | Heads | Information |
|--------|--------------------------|--------------------------------------|
| 1. | Name and location of the | Our Homes, Sector 37C, Gadoli Khurd, |

| | | |
|-----|--|---|
| | project | Gurgaon, Haryana |
| 2. | Nature of project | Affordable Group Housing Project |
| 3. | Area of project | 10.144 acres |
| 4. | RERA registered or not | Registered vide registration no. 40 of 2019 dated 08.07.2019 Valid upto 01.12.2019 |
| 5. | DTCP License no. | 13 of 2012 issued on 22.02.2012 valid upto 01.12.2019 |
| 6. | Unit no. | 452, 4 th floor, Tower- ORCHID (page no. 28 of complaint) |
| 7. | Unit measuring | 516.67 sq. ft. (page no. 28 of complaint) |
| 8. | Approval of building plans | 29.08.2012 (as per the information provided by the respondent at the time of registration of project) |
| 9. | Environment clearance | 26.06.2013 (as per the information provided by the respondent at the time of registration of project) |
| 10. | Builder Buyer Agreement | 04.03.2013 (page no. 25 of complaint) |
| 11. | Possession clause | 3. Possession a) Offer of possessionwithin a period of 36 months with a grace period of 6 month from the date of commencement of construction of complex. |
| 12. | Possession clause as per affordable housing policy, 2013 | 1 (iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environment clearance, whichever is later. |
| 13. | Due date of Possession | 26.06.2017 (calculated from the date of environment clearance being later) |

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|-----|--------------------------------|--|
| 14. | Total sale consideration | Rs. 16,00,000/- (as per buyer's agreement) |
| 15. | Amount paid by the complainant | Rs. 16,00,000/- (as alleged by complainant) |
| 16. | Occupation certificate | 29.11.2019, 24.02.2020 (as per TCP website) |
| 17. | Offer of possession | 01.03.2020 (Page no. 32 of complaint) |
| 18. | Conveyance deed | 10.11.2020 (Page no. 19 of complaint) |

B. Facts of the complaint:

8. The complainant has made the following submissions in the complaint:

- I. That a complainant booked a unit in the affordable housing project of the respondent. The builder buyer agreement was executed between the respondent and the complainant on dated 04.03.2013. As per Clause 3 of buyer's agreement the possession of the unit was to be handed over within 36 months plus 6 months grace period, from the date of commencement of construction of complex upon the receipt of all project related approvals.
- II. That there is delay in handing over of possession by the respondent to the complainant. In various judgments passed by the Hon'ble Haryana Real Estate Regulatory Authority, Gurugram, Haryana delay possession interest awarded in favour of the allottees successfully.
- III. Hence, with folded hand the complainant looking for delay possession interest from the respondent and seeking justice from the Hon'ble Competent Authority, HARERA Gurugram.

C. Relief sought by the complainant:

9. The complainant has sought the following relief(s)
 - i. Direct the respondent to pay delay possession interest at prevailing rate of interest in favour of complainant.
10. 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) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent has contested the complaint on the following grounds:
 - I. That the complainant herein after conducting her own due diligence applied for allotment of a residential unit in the project known in the name and style of "Our Homes" situated in Sector 37C, Gurugram in furtherance of the same the respondent herein allotted unit bearing no. 397, Tower IRIS and builder buyer agreement was executed between the parties on 04.03.2013.
 - II. That the respondent herein duly offered possession of the unit to the complainant on 01.03.2020. In pursuance of the said offer of possession, the complainant took physical possession of the unit and executed the conveyance deed in full and final satisfaction of all rights/claims/obligations on 01.10.2020. That the offer of possession was made by the respondent to the complainant on 01.03.2020 and the conveyance deed has been executed too. That the physical possession of the unit is being enjoyed by the complainant since then.

- III. That as per Schedule I, Part II, Article 137 of the Limitation Act, any application for which no time period is provided elsewhere the limitation would be 3 years.
 - IV. That in cases where no specific limitation period is mentioned in the Act, the limitation of 3 years applies. The Haryana RERA, Gurugram has taken cognizance of the same and has categorically noted that absence of a provision of limitation does not allow the Ld. Authority to take cognizance of the barred claim. That Ld. Authority in matter titled Neeru Bhatia vs. Emaar MGF Land Ltd. bearing Complaint No. 6744 of 2022.
 - V. That as noted above, the complainant executed the conveyance deed with the respondent herein and upon the execution of the same, the contractual relationship between the parties stands fully satisfied and all the rights and obligations of the parties come to an end. That there remains no claim/ grievance of the complainant.
 - VI. That after the execution of the conveyance deed, the contractual relationship between the parties stands fully satisfied and comes to an end. That there remains no claim/ grievance of the complainant with respect to the agreement or any obligation of the parties as is categorically noted in the terms of the conveyance deed. The Gurugram Authority has noted in Renu Garg v Pioneer Urban Land & Infrastructure Ltd. complaint no. 3189 of 2019, dated 12.03.2020, that after the execution of conveyance deed and after having taken the vacant and peaceful possession of the unit, the parties have entered into a settlement and thereafter, no claim persists.
12. 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 on

the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority:

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

E.I Territorial jurisdiction

14. 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.

E.II Subject-matter jurisdiction

15. 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) 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.

16. 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 complainant at a later stage.

F. Findings on the objections raised by the respondent.

F.I. Whether the complaint is barred by limitation or not?

17. In the present complaint, the complainant booked a unit in the affordable project of respondent namely, Our Homes, situated at sector-37C, Gurugram. The buyer's agreement was executed between the complainant and the respondent on 04.03.2013. As per clause 3 of the agreement, the possession of the unit was to be handed over within 36 months from the date of commencement of construction. As the project is being developed under affordable housing policy so the possession is to be regulated as per affordable housing policy, 2013. As per clause 1(iv) affordable housing policy, 2013 the possession of the unit was to be handed over within a period of 4 years from the date of approval of building plans or environment clearance, whichever is later. The date of approval of building plan is 29.08.2012 and date of environment clearance is 26.06.2013 therefore the due date is calculated from the date of environment clearance being later. Thus, the due date of possession comes out to be 26.06.2017.
18. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the Authority has observed that the respondent obtained the occupation certificate for the unit in question on 24.02.2020. An offer of possession

was made to the complainant on 01.03.2020, and thereafter conveyance deed of the allotted unit was executed on 10.11.2020.

19. The complainant in the present matter seeking delay possession charges and the respondent objects that the matter is barred by limitation. The Authority is cognizant of the view that the law of limitation does not strictly apply to the Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim and the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right. This Authority of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances.
20. It is also observed that the Hon'ble Supreme Court in its order dated 10.01.2022 in **MA NO.21 of 2022 of Suo Moto Writ Petition Civil No.3 of 2020** have held that the period from 15.03.2020 to 28.02.2022 shall stand excluded for purpose of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings.
21. In the present matter the cause of action arose on 01.03.2020 when the offer of possession was made by the respondent. The complainant has filed the present complaint on 23.10.2024 which is 4 years 7 months and 22 days from the date of cause of action. The complaint has not been filed within a reasonable period of time nor have the complainants explained any grounds for the delay in filing the same. In view of the above, the Authority is of the view that the present complaint has not been filed within a reasonable time period and is barred by the limitation.

22. Consequently, the complaints are dismissed being barred by limitation.
23. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
24. Complaints stand disposed of.
25. Files be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.09.2025