

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

**Complaint No:** 3119 of 2025  
**Date of complaint:** 01.07.2025  
**Date of order:** 06.01.2026

Experion Developers Private Limited  
**Register Office at:** 8<sup>th</sup> Floor, Wing-B, Milestone  
Experion Centre, Sector-15, Part-2, Gurugram-  
122001.

**Complainant**

**Versus**

Resident Members Allottees Windchants  
Condominium Association  
**Office at:** Windchants Community Center,  
Experion Windchants, Sector-112, Gurugram-  
122017

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

Shri Phool Singh Saini

**Member**

**APPEARANCE:**

Sh. Venket Rao (Advocate)

Complainant

Shri Pooja Aganpal (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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

### A. Unit and project related details

2. The particulars of the project, the details of 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 the project	"The Windchants", Sector-112, Gurugram
2.	DTCP license no. and validity	i. 21 of 2008 dated 08.02.2008 valid up to 07.02.2020 ii. 28 of 2012 dated 07.04.2012 valid up to 06.04.2025
3.	Name of licensee	Jovial Buildtech Pvt. Ltd. and another
4.	RERA registration	i. 64 of 2017 dated 18.08.2017 valid up to 17.08.2018 ii. 73 of 2017 dated 21.08.2017 valid up to 20.08.2019 iii. 112 of 2017 dated 28.08.2017 valid up to 27.08.2019 iv. 106 of 2024 dated 21.10.2024 valid up to 31.03.2030
5.	Plot no.	E1/12 (As per page no. 69 of the reply)
6.	Area of the unit	353.18 sq. yds. (As per page no. 69 of the reply)
7.	Society registration no.	02414/2021 registered on 07.01.2021 (As per page no. 23 of the complaint)

### B. Facts of the complaint:

3. The complainant has made the following submissions:
- I. That at the very outset, it is relevant to mention that the Complainant is a well-known Real Estate Developer and has developed a reputation and goodwill over the years by launching state-of-the-art and luxurious projects for its customers.
  - II. The complainant had obtained Licences bearing nos. 21 of 2008 dated 08.02.2008 and 28 of 2012 dated 07.04.2012 and 99 of

2019 dated 04.09.2019 for developing a group housing real estate project namely "Windchants" over an area admeasuring 24.6275 acres in Sector-112 of Gurugram, Haryana. ("Project"), for which RERA registration bearing nos. 64 of 2017, 73 of 2017, 112 of 2017 and 106 of 2024 have been received. Out of the total project land admeasuring 24.6275 acres, the complainant has developed 23.431 acres of land comprising of 17 blocks/Towers and has received five-part occupation certificates in respect of the same from the competent authorities. The present complaint pertains to the area for which occupation certificate has been received in the group housing project namely "The Windchants".

- III. That there are 563 residential units (excluding the EWS components) for which occupation certificate has been received in the group housing project. It is important to bring it to the knowledge of the Ld. Authority that currently there are over 10 unsold units in the Project, on which the complainant has clear and absolute rights, title and the same shall be sold by the complainant as and when required to any third party of its choice.
- IV. The present complaint is being filed by the complainant against the respondent being aggrieved of their wilful disobedience of provisions of the applicable laws, rules and regulations in the state of Haryana, more specifically towards wilfully and deliberately not getting the approvals/NoC's renewed and transferring these NoC's/approvals in Windchants Condominium Association" ("WCA") name pursuant to take over of the maintenance of the common areas and services.
- V. In compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA Act, 2016") and other applicable laws, a

common Association of Allottees namely "Windchants Condominium Association" ("WCA") for the entire group housing Project was formed as a registered society under the Haryana Registration and Regulation of Societies Act, 2012 ("HRRSA Act") bearing Registration No. HR/018/2021/02414 and which is a statutory condominium association, tracing its existence from the Haryana Apartment Ownership Act, 1983 ("1983 Act").

- VI. That from the very inception, the complainant had the bonafide intention of handing over of the maintenance to the association of the residents of the project. Therefore, despite facing hurdles from the respondent, the complainant met with the officials of the wca on 06.04.2023 for deciding a peaceful manner in which maintenance of the part of the project, for which occupation certificate was obtained by the complainant, was to be handed over to the WCA. In the said meeting, it was decided between the parties, that the existing arrangement of maintenance services wherein maintenance services was provided by the maintenance agency appointed by the complainant would continue for 3 months i.e., till July 2023 and in the meanwhile the terms and conditions with respect to handover of maintenance of the project would be agreed between the parties.
- VII. However, contrary to the said agreement, the WCA appointed another maintenance agency i.e., M/s Nimbus Harbor Facilities Management Pvt. Ltd. and further on 15.04.2023 the WCA took over the maintenance of the Project and the possession of all the relevant documents, plans, approvals, etc. pertaining the project. Post takeover, WCA declared that they have taken over the maintenance and are in complete charge of day-to-day operations. The complainant at that time also sent letters to all the concerned authorities informing that WCA has taken over the maintenance and operation of the

common areas in the Project, and accordingly, WCA is liable for the compliances under applicable laws. That the president/members/allottees of the WCA are jointly and severally responsible and liable for the acts/defaults of the WCA.

- VIII. After the takeover of the maintenance by the WCA various disputes arose, in view of which on 29.06.2024 the Complainant and the WCA on mutual consensus executed a Memorandum of Understanding dated 29.06.2024 (hereinafter referred to as the "MOU dated 29.06.2024/MOU"). The said MOU was ratified by the President/Members/Allottees of the WCA.
- IX. By virtue of Clause 3 of the MOU, the Respondents, having ratified the said MOU, categorically acknowledged that the Respondent has taken over the maintenance, common areas etc. of the part of the Project for which occupation certificate is granted by the competent authority and is raising invoices of CAM Charges upon the residents and collecting the same from the residents. Clause 3 of the MOU is reproduced herein below:
- 3. WCA has taken over general operations, management and maintenance of common area and facilities and services in the Project for the areas in relation to which occupation certificate has been issued by Department of Town and Country Planning, Haryana ("Project"). WCA with effect from 15 April 2023, incurring costs / charges on CAM and is raising CAM charges invoices and collecting CAM charges from the owners/ developer/ possession holders of the Project.*
- X. As per clause 16 of the MOU dated 29.06.2024, the WCA is mandatorily required to ensure that all CAM equipment and facilities are maintained in a good working condition and in compliance with the applicable law. Further, as per the same clause it was mutually agreed that the WCA shall not raise any demand or claim on the Complainant in regard to the same. However, the WCA has completely failed to fulfil its obligations and duties, to upkeep the CAM equipment and facilities to be in a good working condition. Clause 16 of the MOU is reproduced herein below:

*16. WCA need to ensure that all CAM equipment's and facilities are maintained in a good working order and in compliance with the applicable law and shall not raise any other demand or claim on EDPL in relation to the same.*

- XI. Under clause 21 (d) of the MOU dated 29.06.2024, it is incumbent upon the WCA to obtain and seek renewal of all applicable approvals for the CAM and equipment and facilities and comply with the conditions of the approvals and the Complainant was to provide one-time administrative help in getting the renewal of the approval. Clause 21 (d) of the MOU is reproduced herein below:
- 21 (d) WCA shall obtain and keep renewal of all applicable approvals for the CAM and equipment's and facilities and comply with terms of the approvals. EDPL shall handover copy of all the relevant documents, drawing and approvals to WCA; and extent administrative help once, for getting the approvals renewed. Post the same, EDPL shall not be responsible for any renewal or compliance of said approvals. During the course of approvals, any amount paid by EDPL shall be adjusted from CAM.*
- XII. As per the supra-cause, after transfer of maintenance, equipment, common areas etc. to the Respondent on 15.04.2023, the respondent was obligated to obtain and seek renewal of all applicable approvals. However, the respondent despite being obligated/duty-bound to perform its duties as outlined under clause 21 (d) is not taking any steps to obtain the renewals of the requisite approvals on/for on behalf of the WCA. That the complainant has made multiple requests to the Respondent to perform its duties as encapsulated in MOU dated 29.06.2024. The complainant has fulfilled its obligations under the MOU. Therefore, having left with no other recourse, the complainant has filed the present complaint.
- XIII. Regardless of the Memorandum of Understanding (MOU) dated 29.06.2024, the Respondent, is independently obligated under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) and applicable laws to renew and transfer all necessary no objection certificates (NoCs) and approvals in its name for the maintenance of common areas, facilities, and equipment of the project. Prior to the execution of the MOU, the complainant

had, through various communications to the respondent and statutory authorities, unequivocally stated that the WCA is responsible for maintaining the facilities and equipment. Despite these communications and the respondent's legal obligations, the WCA has wilfully and deliberately neglected to secure or renew the requisite NoCs and approvals, thereby failing to comply with its statutory duties. Consequently, having exhausted all efforts to secure compliance, the complainant is constrained to file the present complaint to address the respondent's persistent and intentional default.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief:
  - i. Issue appropriate directions to the concerned respondent to take all necessary steps for renewal and transfer of all the statutory NOCs/approvals which are required for maintenance and safe keep of the Windchants project for those areas for which occupation certificate has been received in a time bound manner in the name of the Windchants Condominium Association.
5. The authority issued a notice dated 02.07.2025 to the respondents by speed post and also on the given email address at [servicecopy@intygrat.com](mailto:servicecopy@intygrat.com), and [rwapresident.wca@gmail.com](mailto:rwapresident.wca@gmail.com) for filing of reply and putting up appearance on the date fixed for hearing. The delivery reports have been placed in the file. Despite given ample opportunities vide hearings dated 09.09.2025, 11.11.2025 and 09.12.2025 the counsel for the respondent put in appearance but did not file any reply to the 06.01.2026 the authority has struck off the defence of the respondent.
6. 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 these undisputed documents and submissions made by the parties.

#### **D. Jurisdiction of the Authority**

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

##### **D.I Territorial jurisdiction**

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has completed territorial jurisdiction to deal with the present complaint.

##### **D.II Subject matter jurisdiction**

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.*

8. 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.


**E. Maintainability of the complaint.**

9. In the present complaint, the complainant is Experion Developers Private Limited a promoter seeking relief to issue appropriate directions to the concerned respondent to take all necessary steps for renewal and transfer of all the statutory NOCs/approvals which are required for maintenance and safe keep of the Windchants project for those areas for which occupation certificate has been received in a time bound manner in the name of the Windchants Condominium Association.
10. On the perusal of documents placed on record and submissions made by the parties, the Authority observes that the complainant promoter is seeking relief to direct the respondent-Association to take all the necessary steps for renewal and transfer of all the statutory NOCs/approvals which are required for maintenance and safe keep of the Windchants project for those areas for which occupation certificate has been received in a time bound manner in the name of the Windchants Condominium Association which does not fall under the Act, 2016.
11. The Authority observes that Section 18 of the Act, 2016 allows only the relief of refund and delayed possession charges to the allottees if the promoter fails to complete or unable to give possession of a unit in accordance with the terms of the agreement for sale or in case of discontinuation of business by the promoter. And as per the provisions of the Act of 2016, only an allottee can approach the Authority for his grievances. Section 2(d) of the Act of 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."*
12. 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

relief sought by the complainant builder does not fall under the Ambit of the Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act. Thus, the present complaint is dismissed accordingly.

13. Complaint as well as applications, if any, stand disposed off accordingly.
14. File be consigned to the registry.

  
**(Phool Singh Saini)**

Member



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority,  
Gurugram

**Dated: 06.01.2026**