



Complaint No. 3134, 2617, 2694, 3062, 2236,
2361 of 2019, 71, 506 of 2020

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 3134 OF 2019

Gloria Welfare Association Sec Eighty
Faridabad

...COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENT

2. COMPLAINT NO. 2617 OF 2019

Flat Buyers Welfare Association Gemini Grove Duplex ...COMPLAINANT
REGD Sector Eighty Faridabad

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENT

3. COMPLAINT NO. 2694 OF 2019

Dhingra Jardine Suburban Resident Welfare
Association Sector Eighty Faridabad

.....COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENT

4. COMPLAINT NO. 3062 OF 2019

Flat Buyers Welfare Association Blue Solitaire ...COMPLAINANT
Tower-C

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.RESPONDENT
& Sanjeev Dhingra

5. COMPLAINT NO. 2236 OF 2019

Vinay PanwarCOMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.RESPONDENT

6. COMPLAINT NO. 2361 OF 2019

Vineet KumarCOMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.RESPONDENT

7. COMPLAINT NO. 71 OF 2020

Tower E California Country Buyers AssociationCOMPLAINANT/S
Sector 80, Faridabad

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.RESPONDENT



8. COMPLAINT NO. 506 OF 2020

Tower E California Country Buyers AssociationCOMPLAINANT/S
Sector 80, Faridabad

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.RESPONDENT

CORAM: **Rajan Gupta** Chairman
Anil Kumar Panwar Member
Dilbag Singh Sihag Member

Date of Hearing: 02.09.2020

Hearing: : 1st in COMPLAINT NO. 506 OF 2020
2nd in COMPLAINT NO. 71 OF 2020
3rd in COMPLAINT NO. 3134 OF 2019
3rd in COMPLAINT NO. 3062 OF 2019
4th in COMPLAINT NO. 2694 OF 2019
4th in COMPLAINT NO. 2617 OF 2019
5th in COMPLAINT NO. 2236 OF 2019
5th in COMPLAINT NO. 2361 OF 2019



Present: - Mr. Jagdish Ratra (President), for the Complainant through VC
(in Complaint No. 71 of 2020)

Mr. Rakesh Hooda, for the Complainant in person.
(in Complaint No. 506 of 2020).

Mr. Suresh Kumar for the Complainant
(in Complaint No. 2361 of 2019)

None for the complainant in Complaint No. 2236 of 2019

Mr. Rajan Kumar Hans, Counsel for the Complainant through
VC (in Complaint No. 2694 of 2019)

Mr. Shobit Phutela, Counsel for the Complainants through VC
and Mr. Mukesh Khanduja and Anand Jain in person.
(in Complaint No. 2617 of 2019 & 3062 of 2019)

Mr. Vijay Anand, AR for the Complainant and Rakesh Punjani
in person.
(in Complaint No. 3134 of 2019)

None for Sh. Sanjeev Dhingra, shareholder of Dhingra Jardine
Infrastructure Pvt. Ltd.

ORDER (ANIL KUMAR PANWAR-MEMBER)

1. On the last date of hearing the complainant associations had submitted a preliminary cost estimate of Rs.22.90 crores as cost for the completion of external services for the entire project. The Authority vide order dated 25.02.2020 had given several directions to the Complainant



Associations to facilitate taking over the project by them and completing it at their own level.

The Authority had observed in its last order that the experts appointed by the complainant associations shall formulate ~~a~~ principles for apportionment of cost to be contributed by each allottee, whether allotted or unallotted, of each tower of the project towards the total estimated cost to be incurred on laying down of external services i.e. Rs. 22.90 crores in proportion to their super area.

The Authority had directed all the associations to jointly determine the cost involved for getting external and internal works to be carried out and the methodology to complete the same i.e. through one or multiple contactors.

Associations were directed to submit a stage wise joint action plan for laying the external services for whole of the colony, prepared by a common expert agency. For this purpose, it was advised that the Presidents and Senior functionaries of all the associations should get-together and cooperate with each other and create a small pool of funds for paying to the professionals for working out details of all their issues.

Associations were also directed to issue an advertisement in a daily newspapers in circulation in the area asking the allottees of the respective tower of the project to come forward to become members of the associations



and submit a list of total number of allotted and un-allotted units before the Authority.

Associations were also directed to procure detailed affidavits from its members stating therein the amounts due to be paid by them in accordance with the builder-buyer agreement including the EDC, IDC charges and other applicable taxes & levies. Further, the members of the associations were directed to pay up-front 25% of the said apportioned amount as determined towards completion of their unit/tower and for laying of external services to show their seriousness for taking over the project and completing it at their own level.

2. Today the complainant associations informed the Authority that the formula to calculate the proportionate liability of each tower and its individual allottee as per their super area has yet to be arrived at by the experts. Further they are still in the process of procuring affidavits from its members giving their consent to contribute towards costs external as well as internal services as per their proportionate liability ; amounts due to be paid by them in accordance with the builder-buyer agreement including the EDC, IDC charges and other applicable taxes & levies etc. Associations are seeking some time to comply with the directions given by the Authority vide order dated 25.02.2020.

3. Mr. Shobit Phutela, counsel on behalf of complainant associations of Tower Gemini Grove and Tower D, has stated that his



associations are filing revised estimates of amount required to complete internal as well as common /external services of their towers today. He also intimated that the allottees of these towers have displayed their seriousness by handing over cheques totalling to about Rs. 2.69 cr. to the office bearers of their associations as their upfront contribution toward expenditure to be incurred on external and internal services. He sought some time to comply with remaining directions given by the Authority vide order dated 25.02.2020.

4. In Complaint No. 2361 of 2019, father of the complainant is present personally. He stated that his unit is located in Tower-D and requested the Authority to merge complaint no. 2361 of 2019 with Complaint No.506 of 2020. Request is allowed and the aforementioned complaint stands merged with Complaint No. 506 of 2020.

5. Some of the allottees who are physically present today stated that the respondent is removing the construction material lying at the site of project and requested the Authority to direct them to refrain from doing so. The Authority directs that the respondent or any other person, promoter or allottee shall not remove any material from the project site except with the permission of this court failing which the complainants shall be at liberty to initiate criminal action against the wrong doer and the Authority will also take appropriate action against such person. Today, a request for adjournment has been received on behalf of Sh. Sanjeev Dhingra on the ground of medical emergency.



6. After hearing all the parties, the Authority is of the opinion that none of the associations can be allowed to take over the project and go ahead with remaining construction work of their respective tower unless these associations arrive at a consensus regarding the amount which each association will contribute towards expenditure likely to be incurred in laying common external services and establishes seriousness of its members to go ahead with remaining construction work.. The Authority thus deems necessary to observe as under:

(a) The office bearers of all the associations shall together hold a meeting before the next date of hearing and calculate the proportionate share to be contributed by the association of each Tower for completion of external services.

(b) The minutes of the said meeting and the manner in which liability of each association is calculated, shall be placed before the Authority on next date of hearing.

(c) Each association shall submit its consent and undertaking in the form of an affidavit of the person duly authorised by a resolution passed by its executive body, for payment of the proportionate share decided in the said meeting.

(d) Each association is further directed to obtain the affidavits of its members for showing their seriousness and willingness to pay the amount likely to be spent for completion of internal and external works.

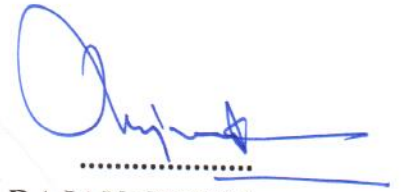
(e) Each member of the respective association shall deposit upfront payment with the Executive body of his association to the extent of 25% of the amount payable by him and give an undertaking in the form of an affidavit that he will pay remaining dues on time as and when demanded by the Executive body of his respective association.

7. At this stage, it deserves to be mentioned that Shri Rajinder Kumar Hans, Advocate, representing the association of Sub-urban Tower, has requested that his association shall be allowed to have electricity connection and to establish connectivity of Sub-urban Tower with the already laid external services of the project. Such request, according to the learned counsel, deserves acceptance because proportionate share of his association towards costs of common external services as compared to the proportional liability of associations of other Towers, is much lower on account of comparatively small size of the Sub-urban Tower and such proportionate share even otherwise, in all probability, would turn out to be quite negligible in respect of his association. The Authority would observe that such permission, for the reason that requested connections have to be established with the external services in which all associations have a common share, can not be accorded unless and until all the associations, by holding a joint meeting, first arrive at a consensus in assessing the individual pro rata share of each association in respect of the amount to be contributed for laying common external services



and affidavits of their members are obtained for timely payment of remaining dues. The request made by the learned counsel thus cannot be acceded at this stage.

8. Adjourned to 13.10.2020.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]