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 REGD Sector Eighty Faridabad ...COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENT

3. COMPLAINT NO. 2694 OF 2019

Dhingra Jardine Suburbian 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 Panwar ....COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENT

6. COMPLAINT NO. 71 OF 2020

Tower E California Country Buyers Association ....COMPLAINANT/S
Sector 80, Faridabad

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENT

7. COMPLAINT NO. 506 OF 2020

Tower D California Country Buyers Association ....COMPLAINANT/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: 03.12.2020

Hearing: : 3rd in COMPLAINT NO. 506 OF 2020

4th in COMPLAINT NO. 71 OF 2020

4th in COMPLAINT NO. 3134 OF 2019

5th in COMPLAINT NO. 3062 OF 2019

6th in COMPLAINT NO. 2694 OF 2019

6th in COMPLAINT NO. 2617 OF 2019

7th in COMPLAINT NO. 2236 OF 2019

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

Mr. Rakesh Hooda, Ld. Counsel for the Complainant through VC. (in Complaint No. 506 of 2020).

None for the complainant in Complaint No. 2236 of 2019

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

Mr. Shobit Phutela, Ld. Counsel for the Complainants through VC, Vinod Kumar Malik (General Secretary of Association of

Tower C), Mr. Mukesh Khanduja (General Secretary of Association of Gemini Grove) and Gurcharan Singh (Vice-President of Association of Gemini Grove) in person.

(in Complaint No. 2617 of 2019 & 3062 of 2019)

Mr. Rakesh Punjabi for the Complainant.

(in Complaint No. 3134 of 2019)

Mr. Vivek sethi, Ld. Counsel for Mr. Sanjeev Dhingra, shareholder of Dhingra Jardine Infrastructure Pvt. Ltd. through VC.

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. On the last date of hearing on 13.10.2020, the complainant Associations had informed the Authority that as per report prepared by architect/engineer appointed by them an amount of Rs. 22.90 crores was estimated for completing the external services of the entire project. They had also given following details of the proportionate share of different Towers out of expenditure amount required for towards expenditure on external services:

S. no.	Tower	Complaint No.	Proportionate share towards expenditure on external services (in crores)
1.	Gloria	3134-2019	2.79
2.	Gemini Grove	2617-2019	3.24
3.	Suburbian	2694-2019	3.35
4.	Blue Solitaire Tower C	3062-2019	4.84
5.	Tower D	506-2020	4.32
6.	Tower E	71-2020	4.32

2. On the last date of hearing, three out of six towers namely Gloria complaint No.3134 of 2019; Sub Urbian Towers complaint No.2694 of 2019;

Tower E Complaint No.71 of 2020 had not agreed to the cost of external infrastructure apportioned to them. Association of Tower Gloria in Complaint No.3134 of 2019 objected to the cost apportioned to them on the ground that it was inflated and as per their calculations, external services may not cost more than Rs.10 to 12 crores. Shri Rajan Hans, learned counsel for the complainants for the Sub-Urbian Tower, in complaint No.2694 of 2019, had also stated that the cost of infrastructure amounting to Rs.3.35 crores apportioned to them is not acceptable to them on the ground that majority of allottees of this Tower had taken possession of their units and major works pertaining to their tower stood completed. Only minor problems relating to enhancement in the electricity load remained to be resolved.

3. While summarising proceedings of the last hearing, Hon'ble Chairman of the Authority, has one again reiterated that all the allottees of the Towers have to share the cost apportioned to them for development of external services without any reservation otherwise Authority would not be able to accept any request of any of the Associations to handover portions of the project (Towers) as sought by them.

4. During hearing, today, Authority has been informed for the first time that total cost of external infrastructural facilities as submitted by the Associations on the last date amounting to Rs. 22.90 crores was inclusive of cost of development of EWS building and Club building. After a detailed discussion with all the associations pertaining to six Towers of the project, all

the associations have agreed that total cost of the external infrastructural facilities would stand reduced to about Rs. 15 crores if cost of development of EWS building and Club building are excluded. Representative who is present today for Gloria in complaint No.3134 of 2019 has submitted their affidavit stating their willingness to share their part of the burden of external services. Mr. Jagdish Ratra, President of Association of Tower E in Complaint No.71 of 2020 stated that they are also agreeable to the cost of external services apportioned to them and accordingly they will file their affidavit in this regard before the next date of hearing. Thus, today, representatives of all the six Associations have given their statement that in principle they all agree and are ready to share the cost apportioned to them for development of external services. so, Authority directs remaining Associations to file their Affidavits stating their written consent to share the cost apportioned to them for development of external services before the next date of hearing.

Mr. Shobit Phutela, learned counsel on behalf of complainant associations of Tower Gemini Grove and Tower D, requested Authority to appoint Architect/ Engineer for inspection of the project to ascertain cost for external services and its apportionment amongst various towers. Since, today, representatives of all the six Associations have got recorded their respective statements that in principle they all agree and are ready to share the cost apportioned to them for development of external services, therefore, there is no need for such appointment and ascertainment of proposed estimates. Hence, the request for the same stands rejected.

5. Ld. counsel for sub-urbian tower, Shri Rajan Hans stated that they are willing to share the cost of external services in principle to the extent of Rs. 1.99 crores which includes Rs. 51 lakhs for plumbing and Rs. 1.48 crores for electricity facilities. He also reiterated his request that his association shall be allowed to have electricity connection and connectivity of Sub-urbian Tower with the already laid external services of the project.

As far as the issue raised by learned counsel Shri Rajan Hans with regard to grant of permission for electricity connection with the already laid external services of the project is concerned, Authority has already dealt with this issue in detail vide its order dated 02.09.2020, whereby submissions of learned counsel for the complainant Association i.e. sub-urbian were recorded in detail and Authority had held that such permission for electricity connection cannot be accepted at this stage because the connections have to be established with the external services in which all associations have a common share and the same cannot 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 accordingly affidavits of their members are to be obtained for timely payment of remaining dues.

6. Authority today, reiterated that till the larger issue of arrangement and apportionment of funds for development of external and internal services is not sorted out by the Associations amongst themselves, Authority will not be in a position to decide corollary issues of individual Towers. Authority is of the opinion that none of the associations can be allowed to go ahead with remaining construction/ electricity connection 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 prove seriousness of its members to go ahead with remaining construction work. Therefore, request made by the learned counsel thus cannot be acceeded at this stage.

7. Shri Vivek Sethi, learned counsel appeared along with Shri Sanjeev Dhingra, Director of the respondent company. Both pleaded that respondent promoters wish to complete the project, but they are unable to secure financial investors due to the fact that Shri. Manveer Singh Oberoi, had taken away all the documents pertaining to the project like Flat buyer Agreements, Payment Receipts, Statement of accounts of all the allottees from the office of the company, before or after the death of Sh. Virender Dhingra. They stated that they have also filed an application in this regard on 04.11.2020. They, requested Authority to call for entire records pertaining to the project from Shri. Manveer Singh Oberoi as Authority has such powers

under section 35 of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.

On the issue raised by the respondent promoter, whether Shri. Manveer Singh Oberoi has legal entitlement over the documents pertaining to development of project or not which allegedly have been taken away from the respondent's office, Authority has already given detailed reasons in its order dated 01.10.2019 as to why Authority is unable to recognise Shri H.S. Oberoi & Co. (Manveer Singh Oberoi) as promoters of the project. The same are reproduced as below as part of this order also:

> 4. The Authority has considered this matter in detail. It observes and orders as follows:-
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> (i) First to deal with the objections filed by M/s H.S. Oberoi-VSPL-JV, this Authority had passed a detailed speaking order dated 18.02.2019 and 18.03.2019 vide Agenda Items No.42.8 and 45.8. Most of the issues raised in the objections have been dealt with in detail in those orders. Detailed reasons have also been given as to why the Authority is unable to recognise Shri H.S. Oberoi & Co. as promoters of the project. Both the orders of the Authority are reproduced below:
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> Order dated 18.02.2019
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> "Chief Town Planner drew attention of the Authority towards its proceedings of the previous meeting dated 11.02.2019, when this application for registration of the project was considered. Various papers submitted by the applicant and the information placed on record was perused. Verbal submissions made by Shri Manveer Singh Oberoi and several other persons who called themselves allottees or members of an association formed by the allottees were heard.
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> 2. After the hearing, before the Authority could announce its decision, a commotion and indiscipline was created by certain individuals who tried to disrupt the functioning of the Authority, therefore, it was decided to lodge an FIR against those individuals for disrupting the lawful functioning of the Court.
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> 3. On consideration of the application for registration of the project, the Authority observes as follows: -

i) That a license was granted by the Town and Country Planning Department, Haryana to M/s BVM Projects Private Limited for development of a Group Housing Colony on land measuring10.38 acres in Sector-80, Faridabad. Said license was granted on13.04.2007.

ii) That the licensee M/s BVM Projects Pvt. Ltd. entered into a collaboration agreement with M/s Echo Estates (P) Ltd. for undertaking development works with the conditions that the developer will incur all the expenditure and in lieu of land and license, 10% of the built up area shall be allotted to the land owner/licensee.

iii) Later on, M/s Echo (P) Ltd. was re-named as Dhingra Jardine Infrastructure Pvt. Ltd. One Shri Varinder Dhingra was Director and major share holder of the company, who as per the statements made by some allottees, ran affairs of the company single handedly. Shri Varinder Dhingra unfortunately expired in April, 2018. No information has been submitted regarding succession of the shares of the Sh. Virender Dhingra. An information has been submitted on the side of the complaint jurisdiction of this Authority that his children are following the matter for succeeding to the share holding of Shri Varinder Dhingra Deceased Director.

iv) That the total project is comprised of 687 No. of apartments out of which 656 No. have been sold/booked. Reportedly about 60 % of construction work has been carried out. Different towers are at different stages of construction.

v) Most of the allottees were allotted apartments by the year 2006-2007 against which the possession was to be delivered mostly by the year 2011-2012.

vi) The construction work of the project is at stand still for the last about six years. Many allottees have filed complaints before the Authority against the said project and their promoters but a concrete outcome could not be worked out because of death of the main promoter Shri Varinder Dhingra. A perusal of the record of certain complaints, more specifically complaint No.431 of 2018 reveals that a reply on behalf of the respondent has been filed but it is not clear who has filed the reply. The name of the signatory of the reply has not been revealed. A comparison of the signatures, however, reveals that it is not by the same person who had filed the application on behalf of M/S Dhingra Jardine Infrastructure Pvt. Ltd. A further fact has come to the notice that the signature of the Director Shri Binod Kumar Jha who is supposed to have signed the application for registration are totally different on his PAN Card. Interestingly all other documents have been filed by under similar signatures but without revealing the name of the signatory. Apparently, some mischievous person is forging the signatures of the Director Binod Kumar Jha.

vii) This application for registration of the project has been filed by one of the Directors of the company namely Shri Binod Kumar Jha.

There is a second Director in the company named Shri Ashok Kumar Trishal. As per record and as per the information available on the web-portal of Ministry of Company Affairs, (MCA) currently there are two Directors in the company. This application for registration of the project on 14.11.2018 is supposed to have been filed by Director Binod Kumar Jha. His signatures on the application however do not tally with the signatures on his PAN Card. Interestingly vide an undated letter placed at page-42 of the correspondence file states that the person signing as Shri Binod Jha is having two signatures. It is not understood how can a person can have two valid signatures. This fact too reveals that there is something wrong with the application.

The information available on the site of MCA reveals that 50% of the shareholders is one Shri Sanjeev Dhingra, 20% Smt. Rajni Dhingra and remaining 30% share are with Shri Virender Dhingra, deceased. There is no information available regarding re-constitution of the Board of Directors after the death of Shri Virender Dhingra. No filing of any kind is available on the site of the MCA since 2015. In these circumstances how was Mr. Binod Jha authorized by the Board of Directors to file this application is not clear. Furthermore, he is not coming forward to pursue this matter.

viii) This application was filed in the office of the Authority on 14.11.2018. the matter there-after has been considered by the Authority on five different dates i.e. 26.11.2018, 2.1.2019, 21.1.2019, 11.2.2019 and 18.2.2019. Supposed signatory Director or any other Directors have chosen not to come before the Authority for perusing this application for registration of the project. This also gives rise to suspicion that this application has been filed by some unauthorized person in order to wrongfully take over the project. Without presence of both the Directors of the Company before the Authority this matter may not get clarified. The authority has given its detailed observations during each of the hearings. The speaking orders on each of the earlier hearings shall be read as a part of this order.

4. Shri Manveer Singh Oberoi who is present before the Authority today requested for registration of the project. He presented the case of the applicants on the strength of being a holder of Power of Attorney. The said Power of Attorney was allegedly executed by Shri Varinder Dhingra who is now deceased. The Power of Attorney was perused by the Authority. It is nowhere stated that the said POA was executed on behalf of the company i.e. M/s Dhingra Jardine Infrastructure Pvt. Ltd. Even though Sh. Dhingra has recognized himself as a Director but it nowhere shows that he was acting on behalf of the company. From the said POA, it appears that it was executed in his personal capacity. Accordingly, as per law of the land after death of the executor of the POA, the document becomes invalid. Accordingly, Sh. Oberoi has no locus standi before this Authority to represent the applicant.

5. The Authority observes that as one of the Directors of the appellant's company has unfortunately expired, rest of the Directors should take charge and follow the prescribed procedure under the law and appoint a new management by holding General Body Meeting. Nothing of this sort has been done in the matter. If a duly appointed management of the company comes up before the Authority, their request can be considered in accordance with the provisions of the RERA Act, 2016.

6. It was stated by Shri Oberoi that majority of the allottees have entered into an agreement with him for completion of the remaining development work by paying additional amount of Rs.495/- per Sq.ft. Reportedly, under the arrangement Shri Manbir Singh Oberoi will also be authorized to sell the unsold inventory in the project.

7. Now in the absence of an authorized representative or the Director who has signed the application for registration the registration of the project cannot be allowed otherwise it will amount to handing over the project in the hands of an unauthorized person. The Authority will not handover the project to an unauthorized person. Only duly elected management of the company is competent to file and peruse the application for registration.

8. Today, during the process of hearing, some allottees who called themselves Members of Association of the allottees were present before the Authority. They were being lead by one Shri Vineet Handa, who is probably a Sub Contractor engaged by Shri Manveer Singh Oberoi. While the allottees presented their case that they have invested their hard money in the project and are waiting for the delivery of possession for the last six years but they are being made to suffer mental agony as the developers is not developing the project and the Authority is not registering the project. They further stated that they have entered into an agreement with Mr. Manveer Singh Oberoi for completion of the project by paying an additional amount of Rs. 495/- per sq. ft to him. Accordingly, Mr. Oberoi seeks registration to complete the project on behalf of the purchasers, but practically it will amount to substituting Mr. Oberoi for the developer company i.e. M/s Dhingra Jardine Infrastructure Pvt. Ltd.

The Authority has no power to handover any project to any individual. The Authority however has power to handover the project to the association of the allottees by following the provisions of Section 8 of the RERA Act. The Authority is in the process to handing over certain projects to the Association, but before doing so, it has to ensure creditability and capability of the Association. Some interim orders in this regard have been passed in complaint case No. 388/2018, 386/2018, 389/2018 (Aditya Bhargava Versus M/s Piyush Buildwell Pvt. Ltd.). So that the interest of the allottees is eventually safeguarded, the allottees of this Project may invoke complaint jurisdiction of this Authority by forming an association of atleast 2/3rd of the allottees. The Authority thereafter will guide them through the process of taking over the project. The manner in which supposed POAs, Shri Manveer Singh Oberoi is wanting to take over the project cannot be permitted by this Authority because his request is not supported by any provision of RERA or even general principle of the law of the land.

9. In the circumstances the Authority observes as follows: -

(i) Only duly appointed Directors of the company are entitled to pursue this matter for registration of the project. Both the Directors should appear personally before the Authority to pursue this matter.

(ii) In so far as the agreement between the allottees and Shri Manbir Singh Oberoi is concerned this Authority will have nothing to do with it. They may however face difficulty in handing over the physical possession of the apartments to Shri Oberoi because they themselves may not be in a legal possession of the apartments. In the absence of legal possession having been handed over by the developer company to the allottees, they cannot pass on valid possession to Shri Oberoi.

(iii) Apparently, Shri Manbir Singh Oberoi has no locus standi to present himself before this Authority. Even the allottees may not have any Authority to press for registration of the project along with granting the rights of development to Mr. Oberoi.

(iv) This Authority however, is duty bound to protect the interest of the allottees, therefore, two third allottees may form registered association and file a separate application by invoking the complaint jurisdiction of this Authority for taking action under Section 8 for handing over the project to the association of allottees. It is made clear that even after handing over of project to the allottees, they will have all the rights to complete the project but they cannot at their own level sell the unsold inventory.

(v) As per agreement 10% of the built up space has to be allotted to the land owner licensee. As per statement 656 apartments out of 687 have already been sold/booked. Whether 10% of the inventory has already been allotted to the land owner licensee has not been clarified. In fact, then the remaining inventory is not sufficient to fulfil this requirement of the agreement. In these circumstances it is also necessary to hear the land owner licensee.

10. In the above circumstances this application, does not appear to be good enough for grant of registration of the project with the Authority. It is accordingly liable to be rejected with a liberty to file a better application by the duly appointed management of the company. Now in exercise of the provisions of Section 5 of the RERA Act Shri Binod Jha the applicant and the second Director Shri Ashok Kumar Trishal are directed to appear before this Authority on 18.03.2019. The Land owner/ licensee M/s BVM Project Pvt. Ltd. is also directed to appear to clarify certain issues listed above. If they fail to appear this application will be rejected and 5% of the fees deposited by them shall be forfeited."

Order dated 18.03.2019:

"This case was discussed in detail by the Authority in its 42nd Meeting held on 18.02.2019 when the Authority passed a detailed order. The said order may be read as part of this order. In the said order dated 18.02.2019, the Authority had inter–alia made the following observations: -

(i) That only the duly appointed Directors of the company were entitled to pursue this matter for registration of the project. Therefore, both the Directors of the applicant company should be personally present before the Authority on the next date of hearing i.e. on 18.03.2019. It was also made clear that in case they failed to appear before the Authority, this application would be rejected and 5% of the fee deposited by them shall be forfeited.

(ii) That Shri Manbir Singh Oberoi, Power of Attorney Holder of the deceased Director of the applicant company had no locus standi to present the case for registration of the project.

(iii) That as per agreement 10% of the built-up space had to be allotted to the land owner licensee. The land owner i.e. M/s BVM Projects Pvt. Ltd. be also directed to clarify the various issues relating to the project.

Today, none of the Directors of the applicant company and the land owner company i.e. M/s Dhingra Jardine Infrastructure Pvt. Ltd. and BVM Projects Pvt. Ltd. appeared before the Authority. Sh. Manbir Singh Oberoi stated that Sh. Ashok Trishal, Director of the applicant company is behind the bars and the other Director namely; Sh. Binod Jha has been absconding due to threat of his arrest. These Directors are facing charges for non-delivery of this project namely; California Country.

Sh. Manbir Singh also stated that the said project has been struck up and they have entered into an MOU/ Power of Attorney to complete the balance construction work of the project. He also stated that they have entered into separate tripartite agreement with majority of the allottees for completion of the project and therefore pursuing this application for registration of the project under the provisions of RERA Act, 2016.

Sh. Manbir Singh also submitted a representation dated 18.03.2019 along with a copy of the agreement dated 20.02.2018 and a copy of Power of Attorney executed by Sh. Virender Dhingra, deceased Director of Dhingra Jardine Infrastructure Pvt. Ltd. and stated that he is competent to pursue the matter with the Authority for registration of the project and complete the balance construction work and to handover the dwelling units to the allottees of the project.

After going through the submission made by Sh. Manbir Singh vide his letter dated 18.03.2019 as well as agreement dated 20.03.2019, the Authority observes that this agreement is not merely an agreement to complete the construction of the project in fact, it is a sale agreement giving full rights to the Contractors (Second Party) which is represented by Sh. Manbir Singh and Sh. Vineet Handa. The Second Party (Contractors) have taken over all the assets of the project with all benefits/ revenue to be accrued in future by sale of the assets of the project without any liabilities which is against the provision of Section-15 of the Act. The relevant portion of Section-15 is reproduced as under:
''(1) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority.''

After consideration, the Authority reiterated its stand that only the duly authorized directors are competent to pursue this application for registration of the project and Sh. Manbir Singh Oberoi has no locus standi to appear the Authority and press for the registration of the project.

The Authority also noted that there are a nos. of FIRs/ court cases which have been filed against the promoters of the project. This was pointed out by another registered association of the allottees of the dwelling units of the project. This association is apparently not in favour of handing over the project to Sh. Manbir Singh Oberoi. The Authority is of the view that the board of directors in the present case seems to have become defunct as one of the directors is behind the bars and the other director is absconding and the power of attorney alleged to have been executed by the deceased Director becomes infructuous after the death of the executor. This power of attorney is no longer a valid instrument. Otherwise also, in the circumstances Sh. Manbir Singh Oberoi has no locus standi to pursue this matter for registration of the project.

In view of the above, the Authority decided to reject the application and refund the registration fee after deducting 5% of the fee as per policy of the Authority. As regards allottees, they are free to form an association in accordance with Section-8 of the RERA Act and pursue the matter with the Authority for taking over the project for its completion."

In view of the reasons mentioned above, Authority is of the opinion that Manveer Singh Oberoi has no legal entitlement over the documents pertaining to development of project which allegedly he has taken away from the respondent's office and therefore, request of respondent promoter for calling for the records pertaining to the project from Shri. Manveer Singh Oberoi is accepted, hence Authority in exercise of its power under section 35 of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, hereby, directs Shri Manveer Singh Oberoi to produce all the aforementioned documents pertaining to the project before the Authority on or before the next date of hearing. Therefore, office is directed to issue notice, directing Shri Manveer Singh Oberoi to either personally or through his representative appear and produce all the aforementioned record pertaining to the development of the project before the next date of hearing. A copy of the application for production of documents of project filed by the respondent shall also be sent to Shri. Manvir Singh Oberoi along with the notice. Respondent promoter may serve notice dasti or provide correspondence address of Shri Manveer Singh Oberoi for issuance of such notice to him by the office.

7. Shri Vivek Sethi, learned counsel for the respondent further stated that an amount of Rs.30 crores are recoverable from the various allottees of the project whereas total expenditure likely to be incurred on the project is of about Rs.40 crores. Therefore, project is inherently viable. So the

respondent promoter can complete it if so facilitated by Authority. He further requested that the project should not be handed over to the Associations of Allottees. Instead, the respondent company should be allowed to complete the project.

With regard to the submissions on behalf of the respondent and his learned counsel, Authority had repeatedly observed in its previous orders that since the allottees have completely lost confidence and faith in respondent promoter, credibility of the promoter Shri Sanjeev Dhingra before the allottees as well as before Authority is not upto satisfaction, so before accepting his request, he has to prove his sincerity and finances available for the completion of the project and submit all the relevant financial documents showing arrangement of funds as evidence of their intention to complete the project and get deposited at least Rs. 15 crores in his Account to be utilized exclusively for construction work of the project. This account will be operated under the supervision of the representatives of the Associations and this Authority. Authority reiterates that in case, the respondent promoter Shri Sanjeev Dhingra is able to arrange adequate funds for completing the project, Authority would like to get the project completed through respondent promoter as he is the one who is liable to complete various formalities and obtain necessary permissions and approvals like renewal of licence and occupation certificate before handover of possession of units to his allottees. In the absence of arrangements of funds by the respondent promoter, Authority will continue to explore the possibility of handing over the project to the Associations of allottees for completion at their own level in accordance with the provisions of Section 8 of the RERA Act.

8. After hearing all the parties including respondent promoter and perusal of the written submissions made by various stakeholders, Authority observes and directs as follows:

(i) Today, Shri Jagdish Ratra and other associations have brought it to the notice of Authority that if the expenditure towards EWS and Club buildings are excluded from the total cost of external services of Rs. 22.90 crores, the amount of Rs. 15 crores would be needed to complete the external services excluding EWS and club building.

As infrastructure facilities like roads, streets lighting, water supply system, sewerage system, drainage system and electricity supply system etc. are basic services which shall be developed first for conducive and comfortable human living before handing over of the possession of the units to all the allottees and other stakeholders. Presently, endeavour of Authority is to handover possession of the units to the allottees with atleast minimum basic services. For provision of the rest of the services and construction of EWS building, Club and other community buildings, respondent promoter will continue to be liable.

(ii) Authority also suggests that all the Associations shall hold a meeting to form a consensus over the reapportionment of the cost of external services for each tower excluding cost for development of EWS and Club and other community buildings. They shall file such cost apportionment details regarding external services for each tower in a tabulated form before the next date of hearing. All the Associations are expected to cooperate with each other in order to ensure handover of possession of units to the allottees and revival of the project.

(iii) Authority would like to ensure that adequate funds are available with the executing agencies appointed by the associations before commencement of development works. Authority directs each of the associations to collect upto 25% of the cost apportioned to them from their members and put the same in the Escrow account of the respective associations to be contributed for laying external infrastructure facilities.

(iv) All the members of the Associations should submit an affidavit, inter-alia, stating therein total cost of the apartment as agreed to with promoter including the cost of external development charges, taxes, statutory dues etc.; total amount already paid; and total amount yet to be paid. Further, each member should commit in the affidavit to pay the balance payable amount and the additional amount if required for completing the project in all respect including the infrastructure facilities to the Association.

(v) Each association in the meantime should also work out the cost likely to be incurred for completion of their respective towers other than the cost of infrastructure. They should also calculate the cost apportioned to each allottee for completing internal construction works of their respective towers. They shall work out the modalities of awarding the construction works to the suitable construction agency for completion of the apartments. Authority would expect each association to submit before it the likely cost of completion of the apartments and the sources of the funds for meeting the said expenditure on or before the next date of hearing. Each association is directed to open their separate respective escrow accounts and shall collect and deposit in this separate account upto 25% of the cost apportioned to each allottee for completion of construction of their respective tower from their members.

(vi) All the associations are directed to file in a tabulated form, details of amount deposited by each tower in their respective escrow account of individual towers till date on the next date of hearing.

(vii) Respondent promoter is also given an opportunity to show his financial capacity to develop the project by arranging funds from any source and submit all the relevant financial documents showing arrangement of funds as evidence of their intention to complete the project. Respondent promoter shall get deposited at least Rs. 15 crores in his account for the purposes of completion of the project by the next date of hearing.

8. With above directions the matter is adjourned to **23.12.2020**.

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RAJAN GUPTA
[CHAIRMAN]

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ANIL KUMAR PANWAR
[MEMBER]

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DILBAG SINGH SIHAG
[MEMBER]