

**CLARIFICATION ISSUED ON BEHALF OF DOVE
INFRASTRUCTURE PVT. LTD. IN RESPECT OF THE MEETING
OF UNIT BUYERS SCHEDULED ON 20.07.2019**

**Objective: To dispel apprehensions amongst the Unit Buyers of
Gateway Tower Project, Faridabad.**

To Unit Buyers of Gateway Tower Project, Faridabad

Sir,

We have received on 15.07.2019 a letter sent by **Shri R P Vats Ji** on behalf of a group of Unit Buyers.

We have been requested by Shri R P Vats Ji to circulate his aforesaid letter dated 15.07.2019 amongst the Unit Buyers scheduled to meet on 20.07.2019 to consider the Scheme proposed by Dove Infrastructure Pvt. Ltd. [hereinafter "**DIPL**"] for approval.

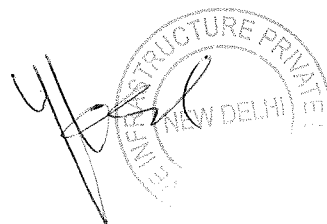
In the aforesaid letter various apprehensions/ concerns have been raised which are apparently arising out of misunderstanding or difference in perception. Therefore, we are enclosing the said letter with the following clarifications:

1. Apprehension / Misunderstanding No.1:

Shri R P Vats Ji: *"there is perceptible deficit of trust and justifiable doubts on the intent of M/s DIPL as their conduct till date have not entirely been above board."*

DIPL's Reply to Apprehension / Misunderstanding No.1:

- (i) We understand the issue of deficit of trust. We are not privy to contract between Unit Buyers and ABWIL [Company-in-liquidation]. Initially, we had applied for deletion of our name from the array of parties in the proceedings initiated before RERA. We wanted to keep ourselves away from the affairs of Gateway Tower Project except for execution of sale deed in favour of Unit Buyers. However, in view of resistance by the Unit Buyers of Gateway Tower our name was not deleted. We also came across a situation wherein we found that a group of customers led by Rakesh Agarwal Ji is targeting us even when



we are absolutely not involved in any wrongdoings of the ABWIL.

Therefore, we have decided to assert our legal right and deal with the situation. Accordingly, using our resources we compiled the data and filed CA No.209/2019 in Co. Pet. 449/2016 wherein we had prayed that either we be allowed to complete the project or to allow DIPL to carry on with its operation to the exclusion of Tower-A/Gateway Towers and hold that DIPL does not have any liability towards the allottees of ABWIL in respect of Tower-A/Gateway Tower.

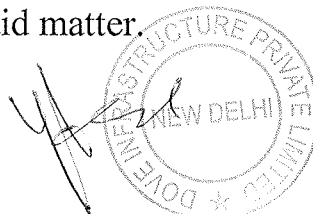
- (ii) A group of customers continue to believe that we are proxy of erstwhile directors of ABWIL. Which is 100% wrong. We are independent and responsive. DIPL has not received a single penny from the Unit Buyers of Gateway Tower Project. We are only making our sincere efforts to complete the Project which is also in the interest of Unit Buyers.
- (iii) We understand the importance of trust for entering into new relationship between the Unit Buyers and DIPL. From our side, we have not left any stone unturned for gaining support of the Unit Buyers.

2. Apprehension / Misunderstanding No.2:

Shri R P Vats Ji: *“In case of any such meeting / AGM it is mandatory to verify, authenticate and establish, beyond doubt, the veracity of “VOTERS” which does not seem to have been done in the present case and in case it is done the same has not been shared with the members till date.*

DIPL’s Reply to Apprehension / Misunderstanding No.2:

- (i) List of Customers of Gateway Tower Projects was compiled and filed by DIPL as Annexure-11 of CA No.209/2019 in Co. Pet. 449/2016 in the month of February 2019. These customers, subject to their verification, are the creditors of ABWIL constituting a class of creditors pertaining to Gateway Tower Project.
- (ii) The aforesaid List of Customers was shared with almost every Counsel appearing in the aforesaid matter.



Upon receipt of your letter, we realised that some of the customers may not be aware of the list. Therefore, we have uploaded the aforesaid list on the website created for interaction with the Unit Buyers of Gateway Tower Project.

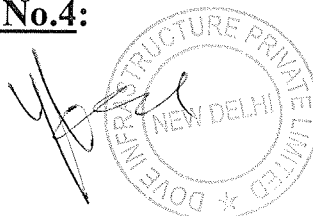
3. **Apprehension / Misunderstanding No.3:**

Shri R P Vats Ji: *“It was incumbent before holding the meeting to clarify and decide the quantum of voting rights of each unit buyer as distinction need to be made between a unit buyer of a single unit and multiple units as also between unit buyers who have made 100% payment and those who opted for CLP thus having made partial payment. This is absolutely essential as the said order of the Hon’ble High Court of Delhi calls for fulfilment of both the conditions of numbers as well as value of debt.”*

DIPL’s Reply to Apprehension / Misunderstanding No.3:

- (i) We are aware of the aforesaid conditions. Accordingly, proxy form contains the Unit Area and Amount Paid to ABWIL (Debt) so that stake of each Unit Buyer could be computed.
- (ii) Ballot Paper would also contain the space for filling details pertaining to Area and Amount Paid so as to prepare report in terms of the order passed by the Hon’ble High Court.
- (iii) For the sake of convenience of the Unit Buyers, we have also issued today the Voter List dated 18.07.2019. Since the area is oversold, we have kept a group of the Claimants under Waiting List Category for sufficient legal reasons.
- (iv) Upon compilation of data it was discovered that ABWIL had oversold Gateway Tower Project. ABWIL or its officers have signed MOUs leading to a situation where there would be dispute between the Unit Buyers themselves. Therefore, inviting any claim would give rise to opportunity to Unit Buyers of the other failed Projects of ABWIL to make claim against Gateway Towers. Therefore, in the best interest of the Unit Buyers, we ourselves have collected reliable information from the best possible resources available and finalised the Voter List. In this way we hope there would no dispute and differences pertaining to rival claims between the Unit Buyers.

4. **Apprehension / Misunderstanding No.4:**



Shri R P Vats Ji: *“Appointment of M/s ABW Infrastructure by M/s DIPL to develop 54% of the project only establishes relationship of Principal and Agent by virtue of which M/s DIPL is vicariously liable for any and every act and omission of M/s ABW Infrastructure. Furthermore, the Hon’ble High Court of Delhi in its order dated 23.05.2019 in the last line of Para 5 directed that “let an appropriate meeting be held of all the unit buyers....” Which is further supported and supplanted by aforementioned Para 5 (ii). However, in the said notice M/s DIPL is attempting to induct itself as a creditor on the same footing as the unit buyers, which is against the letter and spirit of the order dated 23.05.2019 on legal and technical grounds, both.”*

DIPL’s Reply to Apprehension / Misunderstanding No.4:

- (i) This aspect has been fully clarified in our CA No.209/2019 in Co. Pet. 449/2016. Initially, we had filed our application only under Rule 9 read with Rule 6 of the Company (Court) Rules, 1959.
- (ii) It is ironic that on one hand the Unit Buyers hold DIPL liable towards them (vicarious liability as stated in the aforesaid letter) on the other hand disqualifies DIPL from being a creditor of ABWIL even when the ownership of the property remains with DIPL. It may kindly be noted that the Agreement dated 29.02.2008 is not a Conveyance Deed. The title of the land remains with DIPL. We ourselves are interested to complete the project and execute the title deed in favour of the Unit Buyers.

We hope that Unit Buyers would find the aforesaid clarifications satisfactory.

Thanking you.

Yours faithfully,

For **Dove Infrastructure Pvt. Ltd.**


Yogesh Gupta
Director





VATS GUPTA & CO.
Advocates & Solicitors

Date: 15.07.2019

(By email)

To,

Shri S. P. Kamrah
Chairperson
Appointee, Hon'ble High Court of Delhi

**Subject: Meeting of Class of Creditors on 20th July 2019 –
In the matter of ABW Infrastructures Limited – Co. Pet.
449/2016**

Sir,

This is with reference to your "NOTICE CONVENING MEETING" dated 24.06.2019 in compliance of order of the Hon'ble High Court of Delhi dated 23.05.2019 whereby a scheme proposed by M/s DIPL has been forwarded to the unit buyers of the Gateway Tower Project.

I, the undersigned along with my other family members and relatives constitute a group owning more than 80,000 sq. ft. in the assured return category in the Gateway Tower Project.

I have gone through your notice and I wish to raise certain pertinent points of law that need to be considered/ addressed in the right earnest and in the spirit of the said order of the Hon'ble High Court of Delhi and the scheme as well. You may very well appreciate that there is perceptible deficit of trust and

justifiable doubts on the intent of M/s DIPL as their conduct till date have not entirely been above board. Hence the present communique is addressed to you as you have been appointed by the Hon'ble High Court of Delhi and have been entrusted with the solemn duty to uphold principles of natural justice, fairness and neutrality as enunciated under Para 9 of order dated 23.05.2019 directing the Chairperson to conduct the said meeting in "just, free and fair manner".

1. The procedure outlined for consideration of unit buyers that shall be put to vote in the meeting scheduled to be held on 20.07.2019 is akin to that being adopted to put to vote any resolution in an AGM of a body constitute viz. a company, a society etc. However, the very basic requirements of such a meeting does not seem to have been fulfilled in this instance, which puts the entire process in jeopardy as being unjust, unfair and against the principles of natural justice.
2. In case of any such meeting / AGM it is mandatory to verify, authenticate and establish, beyond doubt, the veracity of "VOTERS" which does not seem to have been done in the present case and in case it is done the same has not been shared with the members till date.
3. Further, duly verified and authenticated list of genuine unit buyers who are entitled to exercise their right to vote need to be declared and objections, if any, must be invited well before such meetings to conduct just and fair voting on the proposed resolutions.
4. Moreover, the notice is silent not only on the above aspect/s but also does not clarify about the process to identify and ensure that only genuine unit

buyers are allowed to attend the said meeting as there are no instructions to carry a valid ID etc. There does not seem to be a process in place to weed out any such person/s who is not entitled to attend the said meeting and vote on the proposed resolution.

5. The order dated 23.05.2019 of the Hon'ble High Court of Delhi in its Para 5 (ii) states that "quorum of the meeting of the unit buyers of the respondent company shall be 50% in number **AND** more than 50% in value of the total secured/unsecured debt". It was incumbent before holding the meeting to clarify and decide the quantum of voting rights of each unit buyer as distinction need to be made between a unit buyer of a single unit and multiple units as also between unit buyers who have made 100% payment and those who opted for CLP thus having made partial payment. This is absolutely essential as the said order of the Hon'ble High Court of Delhi calls for fulfillment of both the conditions of numbers as well as value of debt.
6. The scheme has been proposed by M/s DIPL in capacity as owner of the land on which the project is being constructed as also the licensee authorized to develop the project. Appointment of M/s ABW Infrastructure by M/s DIPL to develop 54% of the project only establishes relationship of Principal and Agent by virtue of which M/s DIPL is vicariously liable for any and every act and omission of M/s ABW Infrastructure. Furthermore, the Hon'ble High Court of Delhi in its order dated 23.05.2019 in the last line of Para 5 directed that "*let an appropriate meeting be held of all the unit buyers...*" Which is further supported and supplanted by aforementioned Para 5 (ii). However, in the said notice M/s DIPL is attempting to induct itself as a creditor on the same footing as the unit buyers, which is against

the letter and spirit of the order dated 23.05.2019 on legal and technical grounds, both.

To my mind the above questions are very vital and need your immediate attention. I request you to express and communicate your views in the interest of justice, fairness and transparency.

Sincerely,

A handwritten signature in black ink, appearing to read 'R.P. Vats', with a horizontal line underneath.

R.P. Vats
(Advocate)