

**IN THE MATTER OF THE REAL ESTATE DEVELOPMENT MARKETING ACT
SBC 2004, Chapter 41**

ROYAL INDIAN RAJ INTERNATIONAL HOLDINGS CORPORATION

-AND-

ROYAL INDIAN RAJ INTERNATIONAL REAL ESTATE FUND LTD.

-AND-

ROYAL GARDEN VILLAS RESORT CORP.

-AND-

ROYAL GARDEN CITY ENTERPRISES PRIVATE LIMITED

-AND-

ROYAL INDIAN RAJ INTERNATIONAL CORPORATION

-AND-

RAVI BENJAMIN

-AND-

COLLINS BENJAMIN

-AND-

[REDACTED]

-AND-

MANOJ C. BENJAMIN

**AMENDED ORDER UNDER SECTIONS 30(1)(a) and 32(1)
REAL ESTATE DEVELOPMENT MARKETING ACT**

"development property" means any of the following:

- (a) 5 or more subdivision lots in a subdivision, unless each lot is 64.7 ha or more in size;
- (b) 5 or more bare land strata lots in a bare land strata plan;
- (c) 5 or more strata lots in a stratified building;
- (d) 2 or more cooperative interests in a cooperative association;
- (e) 5 or more time share interests in a time share plan;
- (f) 2 or more shared interests in land in the same parcel or parcels of land;
- (g) 5 or more leasehold units in a residential leasehold complex;

"development unit" means any of the following in a development property:

- (a) a subdivision lot;
- (b) a bare land strata lot;
- (c) a strata lot;
- (d) a cooperative interest;
- (e) a time share interest;
- (f) a shared interest in land;
- (g) a leasehold unit.

"disclosure statement" means a statement that discloses material facts about a development property, prepared in accordance with section 14(2) [filing disclosure statements], and includes any amendment made to a disclosure statement;

"market" means

- (a) to sell or lease,
- (b) to offer to sell or lease, and
- (c) to engage in any transaction or other activity that will or is likely to lead to a sale or lease;

"strata lot" means

- (a) a strata lot as defined in the Strata Property Act in a stratified building, and
- (b) in relation to land located outside of British Columbia, a similar interest;

“strata plan” means

- (a) any strata plan as referred to in the Strata Property Act, and
- (b) in relation to land located outside British Columbia, a similar plan;

Application

- 2(1) This Act applies to a developer who markets, in British Columbia, a development unit.
- (2) This Act applies regardless of whether
 - (a) the development unit being marketed is located in British Columbia or not,
- ...

Marketing of development property

- 3 (1) A developer who markets or intends to market a development unit must
 - (a) meet the applicable requirements of Division 2 [Preliminary Requirements or Approvals],
 - (b) ensure that arrangements have been made in accordance with Division 3 [Title Assurance and Utility Payments]
 - (i) to assure the purchaser’s title or other interest for which the purchaser has contracted, and
 - (ii) to pay the cost of utilities and other services, and
 - (c) file and provide a disclosure statement in accordance with Division 4 [Disclosure Statements].
- (2) A developer who receives a deposit must deal with the deposit in accordance with Division 5 [Deposits].

Strata lots and leasehold units

- 5(1) A developer must not market a strata lot or a leasehold unit unless, in relation to the strata lot or leasehold unit,
 - (a) a strata plan or sketch plan, as applicable, has been deposited in a land title office, or
 - (b) the appropriate municipal or other government authority has issued a building permit in relation to the strata lot or leasehold unit...

Early marketing with permission

10(1) *Despite sections 4 to 9 [subdivision lots and bare land strata lots to shared interests in land outside B.C.], a developer may market a development unit if the developer has obtained both*

(a) approval in principle to construct or otherwise create the development unit from the appropriate municipal or other government authority, and

(b) the superintendent's permission to begin marketing...

(4) *If the superintendent publishes a policy statement under subsection (3), a developer who is described by the circumstances set out in the policy statement*

(a) is deemed to have the superintendent's permission under subsection (1)(b), and

(b) must comply with the terms and conditions, if any, that are stated in the policy statement.

Filing disclosure statements

14 (1) *A developer must not market a development unit unless the developer has*

(a) prepared a disclosure statement respecting the development property in which the development unit is located, and

(b) filed with the superintendent

(i) the disclosure statement described under paragraph (a), and

(ii) any records required by the superintendent under subsection (3).

(2) *A disclosure statement must*

(a) be in the form and include the content required by the superintendent,

(b) without misrepresentation, plainly disclose all material facts,

(c) set out the substance of a purchaser's rights to rescission as provided under section 21 [rights of rescission], and

(d) be signed as required by the regulations.

Providing disclosure statements to purchasers

15(1) *A developer must not enter into a purchase agreement with a purchaser for the sale or lease of a development unit unless*

(a) a copy of the disclosure statement prepared in respect of the development property in which the development unit is located has been provided to the purchaser,

(b) the purchaser has been afforded reasonable opportunity to read the disclosure statement, and

(c) the developer has obtained a written statement from the purchaser acknowledging that the purchase had an opportunity to read the disclosure statement.

Handling deposits

18(1) A developer who receives a deposit from a purchaser in relation to a development unit must promptly place the deposit with a brokerage, lawyer, notary public or prescribed person who must hold the deposit as trustee in a trust account in a savings institution in British Columbia.

...

Developer use of deposit

19(1) In this section:

"deposit protection contract" has the same meaning as in section 189.2 of the Insurance Act;

"developer's own purposes" means purposes related to the development property that includes the development unit in relation to which the deposit under section 18(1) [handling deposits] was paid, including without limitation, the construction and marketing of that development property.

(2) A developer who desires to use for the developer's own purposes a deposit the developer has placed with a trustee under section 18(1), must enter into a deposit protection contract in relation to that deposit and provide notice of the deposit protection contract to the purchaser in accordance with the regulations.

(3) A trustee must pay a deposit held under section 18(1) to a developer who has entered into a deposit protection contract in relation to the deposit on receiving

(a) from an insurer the original or a true copy of the deposit protection contract, and

(b) from the developer a certification, in writing, that the purchaser who paid the deposit has no right to rescission under section 21 [rights of rescission].

(4) If a deposit is paid under subsection (3), the developer may use that deposit only for the developer's own purposes.

3. Sections 5 and 10 of the *Real Estate Development Marketing Regulation* (the "Regulation") reads as follows:

Sale or lease subject to the Securities Act

5. A developer who markets a development unit is exempt from Part 2 [Marketing and Holding Deposits] of the Act in respect of that marketing if the developer

(a) files a prospectus under section 61(1) [prospectus required] of the Securities Act, and

- (b) *complies with all requirements of the Securities Act relevant to the marketing of the development unit*
- 10. *If a developer enters into a deposit protection contract under section 19 [developer use of deposit] of the Act, the developer must provide notice of the deposit protection contract to a purchaser by including the following information in the disclosure statement filed under section 14 [filing disclosure statements] of the Act:*
 - (a) *the name and business address of the insurer;*
 - (b) *the name of the developer who entered into the deposit protection contract;*
 - (c) *the date on which the insurance takes effect.*
- 4. The form and content of a disclosure statement for a development property consisting of five or more strata lots must comply with the Superintendent's Policy Statement 1, entitled "Disclosure Statement Requirements for Development Property Consisting of Five or More Strata Lots."
- 5. The Superintendent's Policy Statements 5 and 6 state that where a development unit is being offered for sale before either a building permit has been issued, or before a satisfactory financing commitment is in place, the developer may not take a deposit from a purchaser in an amount greater than 10% of the purchase price.

Background information

- 6. Royal Indian Raj International Holdings Corporation ("RIRIHC") was registered as a company in British Columbia on August 28, 2006. The registered and records office of RIRIHC is #610 – 375 Water Street, Vancouver, BC. The sole director and officer of RIRIHC is Manoj C. Benjamin ("M. Benjamin").
- 7. Royal Indian Raj International Real Estate Fund Ltd. ("RIRIREF") was registered as a company in British Columbia on October 8, 2002. The registered and records office of RIRIREF is #820 – 1112 West Pender Street, Vancouver, BC. The sole director and officer of RIRIREF is M. Benjamin.
- 8. Royal Garden Villas Resort Corp. ("RGVRC") was registered as a company in British Columbia on August 24, 2006. The registered and records office of RGVRC is #820 – 1112 West Pender Street, Vancouver, BC. The sole director and officer of RGVRC is M. Benjamin.

9. Royal Garden City Enterprises Private Ltd. ("RGCEPL") is not a registered entity in the Province of British Columbia. According to a draft contract in possession of the staff of the Superintendent (the "Staff"), it is a company incorporated under the "Companies Act, 1956", and has its registered office at #10/5, Benson Cross Road, Benson Town, Bangalore.
10. Royal Indian Raj International Corporation ("RIRIC") was registered as a company in the State of Nevada on March 30, 1999. RIRIC's registered agent is State Agent and Transfer Syndicate, Inc., at 112 N. Curry Street, Carson City, Nevada. [REDACTED] Collins H. Benjamin ("C. Benjamin"), Ravi Benjamin ("R. Benjamin") and M. Benjamin are RIRIC's directors and officers.
11. RIRIHC and/or RIRIREF and/or RGVRC and/or RGCEPL and/or RIRIC are the developers (the "Developers") of a development known as Royal Garden Villas & Resort, which is located in Bangalore, India ("Royal Garden Villas & Resort" or the "Development").
12. No disclosure statement has been filed with the Superintendent in respect of the Development.

Complaint and investigation

13. On September 10, 2008, Staff received a complaint from [REDACTED] ("[REDACTED]") of Princeton, New Jersey, relating to RIRIC. In support of his complaint, [REDACTED] forwarded a copy of a "booking agreement" he had received from RIRIC relating to the purchase of a development unit in the Development. The draft agreement included the following terms:
 - The agreement is for the purchase of a villa to be built on 17 acres of property situated at Galipooje Village, Kasaba Hobili, Doddaballapur Taluk, Bangalore, Bangalore Rural District.
 - The agreement is between the purchaser and RGCEPL, which is described as a "company incorporated under the "Companies Act, 1956", and having its registered office at #10/5, Benson Cross Road, Benson Town, Bangalore.
 - At the time of the signing of the booking agreement, a deposit of 30% of the purchase price would have to be paid, with the balance payable in 18 bi-monthly instalments from the start of construction of the Development in 2007.

- Any complaints should be referred to the attention of Collins Benjamin ("C. Benjamin"), President RIRIC in Bangalore, India, or, in the alternative, to R. Benjamin, Director of Sales for the company, for whom a Vancouver phone number [(604) 685-7442] was provided.
 - The booking amount (30% deposit) can be remitted to RIRIHC's Vancouver office, or to the office in Bangalore.
 - All cheques should be made payable to RGVRC.
 - Payments could be remitted to the Canadian Imperial Bank of Commerce ("CIBC") located at 200 – 1030 West Georgia Street in Vancouver, BC, account # [REDACTED] in the name of RGVRC, or, if payments were being made in Indian rupees, to an account in the name of RGCEPL with the Standard Chartered Bank in Bangalore, India.
 - Purchasers should initial and sign the booking agreement where indicated, and then forward the signed booking agreement, with their payment, to RIRIHC at #610 – 375 Water Street, Vancouver, BC.
14. On October 29, 2008 Staff member, Wayne McMillan ("McMillan") attended the offices of RIRIHC at #610 – 375 Water Street in Vancouver, BC, where he met with [REDACTED] (" [REDACTED] ") and Ravi Benjamin ("R. Benjamin"), who advised as follows:
- [REDACTED] is the Sales Marketing Manager for RIRIHC/RIRIC.
 - R. Benjamin is the son of the principal, C. Benjamin, who lives in Bangalore, India.
 - All property being sold by RIRIHC/RIRIC is located in Bangalore, India.
 - RIRIHC/RIRIC is selling phase I of the Royal Garden Villas & Resort, which consists of 220 units, of which 161 have been sold.
 - Of the 161 units in phase I which have been sold, 97 were sold through the Vancouver office, and one of those was sold to a BC resident.
 - Downpayments received from purchasers were not held in trust.
 - If a downpayment was received in American dollars, the funds were deposited into CIBC account # [REDACTED] in Vancouver, BC.
 - If a downpayment was received in Indian rupees, the funds would be deposited into the Standard Chartered Bank in Bangalore.

- Developers in India do not obtain loans from financial institutions to fund construction; rather, they raise the capital themselves. In this case, the construction of the Development was being funded directly by the purchasers.
15. [REDACTED] and R. Benjamin provided McMillan with a copy of the form of booking agreement being used in 2008. That version is substantially the same as that which was forwarded to Staff by Balaraman, but included the following change:
- All payments (whether in US dollars or Indian rupees) should be sent to RGVRC's account with TD Canada Trust at 805 West Broadway in Vancouver, BC (account number [REDACTED]).
16. On November 9, 2008, McMillan reviewed the RIRIC website at www.royalindianraj.com, and noted the following:
- The address on the home page of RIRIC is #610 – 375 Water Street, Vancouver, BC, telephone 1.604.685.7442, fax 1.604.685.7413.
 - The link to Royal Garden Villas & Resort provided a contact address for investment opportunities of #2450 – 1066 West Hastings Street, Vancouver, BC.
 - “International Sales Offices” for Royal Indian Raj/Royal Garden Villas & Resort are identified as follows:
 - i. 375 Water Street, Suite 610, Vancouver, BC
 - ii. #10/5 Benson Cross Road, Benson Town, Bangalore
 - The link to the Royal Garden Villas & Resort website (at rgvillas.com) identifies RIRIC as being the real estate developer behind the Development.
17. On December 17, 2008, Staff received a complaint from [REDACTED] ([REDACTED]) of Manotick, Ontario, advising that he had paid \$224,000 as a deposit for the purchase of 10 units in the Development in 2007. [REDACTED] further advised as follows:
- He has learned that the deposit monies, which he thought were being held in trust, were in fact being used to purchase the property for the Development.
 - He has contacted RIRIC to request a full return of his deposit, but has not succeeded in getting his money back.

- Through his brother-in-law, he was introduced to ██████████ ("████████"), a broker in California with NRI Houses.
- His brother-in-law told him that RIRIHC's/RIRIC's offices were located in Vancouver, and that if he wished to know more about the Development, he should go to the offices himself.
- On or about June 8 or 9, 2007, he received two letters (dated June 7 and 8, 2007) from ██████████ which included information about the Development.
- After receiving these letters, he attended at the RIRIHC/RIRIC office located at #610 – 375 Water Street, where he met with ██████████
- ██████████ explained the Development to ██████████ and told him it would be a good project in which to invest.
- He reviewed plan drawings with ██████████ who also gave him a number of floor plans for the Development.
- ██████████ selected one of the units (the "Sardi"), and was told that the purchase price, including a 15% discount, was USD\$117,419. Prior to attending the RIRIHC/RIRIC office, ██████████ had not selected any unit in the Development for purchase.
- ██████████ told ██████████ that if he was interested in purchasing the Sardi unit he had selected, he would have to pay a 30% deposit, which was due immediately. He was told that once he made the payment, and delivered the booking agreement, someone from RIRIHC/RIRIC would in turn sign the booking agreement and return it to him.
- While at the RIRIHC/RIRIC office with ██████████, ██████████ signed a booking agreement which he then took home for his wife to also sign. ██████████ was not present at the RIRIHC/RIRIC office when ██████████ attended there. In fact, ██████████ has never had any face to face contact with ██████████.
- On or about June 18, 2007, ██████████ obtained a US dollar bank draft in the amount of \$35,226, payable to RGVRC, and then personally delivered it, and the signed booking agreement to the RIRIHC/RIRIC office on Water Street, in Vancouver.
- Shortly thereafter, he received a receipt for the funds he had paid, and a copy of the booking agreement which he and his wife had signed, which now also included the signature of an "authorized signatory", whose name he does not know.

- He had rejected an offer of compensation which he had received, the other signatory to which would have been RGCEPL, but which offer was signed by M. Benjamin, "Chairman, Royal Indian Raj International Corporation."
 - He had been told that RIRIC intended to proceed with the project, but there had been a delay in obtaining necessary permits required to build.
18. On January 14, 2009, [REDACTED] wrote McMillan confirming that RIRIC was "preparing to move to the long awaited construction phase of our project..."
19. On February 9, 2009, McMillan attended at the RIRIHC/RIRIC offices and spoke with [REDACTED] who advised as follows:
- RIRIHC/RIRIC was fully aware that they cannot market properties in British Columbia without a disclosure statement.
 - RIRIHC/RIRIC has no plans, at this time, to file a disclosure statement as they are not marketing property in British Columbia.
 - The one BC resident who bought a unit in the Development did so using an out-of-province agent.
20. On February 9, 2009, [REDACTED] wrote McMillan advising that RIRIHC/RIRIC's legal counsel would be contacting McMillan to answer any further questions. Counsel for RIRIC did make contact with McMillan and advised, by letter dated February 20, 2009, as follows, in response to some questions McMillan had posed:
- "[Royal Indian Raj International Corporation] does not market to British Columbia citizens. If a British Columbia resident contacts RIRIAC for the purpose of purchasing a RIRIAC property, RIRIAC informs that person that RIRIAC is unable to sell to them."
 - "On June 8, 2007, BC residents named [REDACTED] and [REDACTED] entered into a Booking Agreement with Royal Gardens City Enterprises Private Limited through RIRIC's U.S. agent, NRI Houses. Their address is [REDACTED] Road, Coquitlam, BC. Their phone number is [REDACTED]. The [REDACTED] paid a \$35,226 deposit."
 - "89 [units have been sold]."
 - "The Vancouver office [of Royal Indian Raj International Corporation] has processed approximately 50 units for the Bangalore office."
21. On February 25 and 27, 2009, McMillan met with [REDACTED] ([REDACTED]) at which time he advised as follows:
- He became aware of the Development through his brother-in-law, who lives in Atlanta, Georgia.

- Since payment of the deposit in June 2007, [REDACTED] has called [REDACTED] and [REDACTED] ("[REDACTED]"), another employee of RIRIHC/RIRIC, to ascertain the status of the Development. Each time he has been told that the construction of the Development has not started as the building permit has not yet been received. [REDACTED] advised him that his money could not be refunded as it had already been invested in the Development.
22. On February 26, 2009, McMillan contacted [REDACTED] by phone and was advised as follows:
- He is the president of NRI Houses ("NRI") which is based in Santa Clara, California.
 - NRI arranges purchases of property in India for persons who reside in the United States.
 - He worked for RIRIHC/RIRIC as an independent agent. In that capacity, he would provide anyone asking about an RIRIHC/RIRIC development with information he had been given by that company (including floor plans and price sheets).
 - He recalls speaking with [REDACTED] and sending him correspondence, but has never met him.
 - He had sent [REDACTED] an "NRI Blind Engagement Agreement", confirming NRI's status as an independent agent, but never received a signed copy back from him.
 - He did not sign the booking agreement signed by the [REDACTED] in respect of the Development because [REDACTED] was working with [REDACTED] directly.
23. Since the initial complaint was received, Staff has received calls from other individuals who have become involved in the purchase of RIRIHC/RIRIC properties. While all of these persons reside in either Ontario or the United States, and all completed their booking agreements outside of British Columbia, all of them made their inquiries about the Development through the RIRIHC/RIRIC head office in Vancouver. At least one of these individuals has confirmed that he remitted both paperwork, and cashier cheque, to RIRIHC's/RIRIC's Vancouver office.
24. On March 4, 2009, Staff confirmed with the BC Securities Commission that no prospectus has been filed by RIRIHC, RIRIC, RIRIREF, RGVRC or RGCEPL in respect of Royal Garden Villas & Resort.
25. I agree with Staff that scheduling of witnesses, counsel and the hearing officer would likely result in a five to six month delay in the ability to hold a hearing into this matter.

26. The length of time required to hold a hearing will likely result in the continued non-compliance of the *Act* by RIRIHC, RIRIREF, RGVRC, RGCEPL, RIRIC, M. Benjamin, R. Benjamin, [REDACTED] and C. Benjamin which I find to be detrimental to the public interest.
27. I find that it is in the public interest to issue a summary cease marketing order under section 32 of the *Act* so that the public is protected against further non-compliance with the *Act*.

AND WHEREAS RIRIHC, RIRIREF, RGVRC, RGCEPL, RIRIC, and their principals, M. Benjamin, R. Benjamin, [REDACTED] and C. Benjamin have marketed development units in Royal Garden Villas & Resort in British Columbia without filing a disclosure statement as required by sections 2, 3 and 14 of the *Act*.

AND WHEREAS RIRIHC, RIRIREF, RGVRC, RGCEPL, RIRIC and their principals, M. Benjamin, R. Benjamin, [REDACTED] and C. Benjamin have taken deposits from one or more purchasers in British Columbia in excess of 10% of the purchase price of a development unit, when they had neither a building permit for the construction of Royal Garden Vilas & Resort, nor a satisfactory financing commitment in place, contrary to the provisions of section 10 of the *Act*, and the Superintendent's Policy Statements 5 and 6.

AND WHEREAS RIRIHC, RIRIREF, RGVRC, RGCEPL, RIRIC and their principals, M. Benjamin, R. Benjamin, [REDACTED] and C. Benjamin accepted deposits from one or more purchasers in British Columbia without placing those deposits in trust with a prescribed person, contrary to section 18 of the *Act*.

AND WHEREAS RIRIHC, RIRIREF, RGVRC, RGCEPL, RIRIC and their principals, M. Benjamin, R. Benjamin, [REDACTED] and C. Benjamin have used, or intend to use funds from purchasers in British Columbia for purposes related to the Development without entering a deposit protection contract, contrary to section 19 of the *Act*.

AND WHEREAS RIRIHC, RIRIREF, RGVRC, RGCEPL, RIRIC and their principals, M. Benjamin, R. Benjamin, [REDACTED] and C. Benjamin have not filed a prospectus with the BC Securities Commission, and hence are not exempt from the marketing and holding deposit requirements as set out in *Act*.

I AM THEREFORE OF THE OPINION that RIRIHC, RIRIREF, RGVRC, RGCEPL, RIRIC and their principals, M. Benjamin, R. Benjamin, [REDACTED] and C. Benjamin have been non-compliant with the *Act*.

I AM FURTHER OF THE OPINION that the length of time that would be required to complete an investigation or hold a hearing, or both, would be detrimental to the public interest. It is in the public interest to make a summary cease marketing order under section 32 of the *Act* so that the public is protected against further non-compliance with the *Act*.

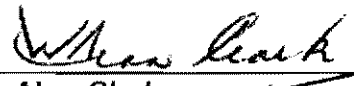
I CONSIDER it in the public interest to make the following Order pursuant to sections 30(1) (a) and 32(1) of the *Act*.

I THEREFORE MAKE the following Order:

1. That ROYAL INDIAN RAJ INTERNATIONAL HOLDINGS CORPORATION, ROYAL INDIAN RAJ INTERNATIONAL REAL ESTATE FUND LTD., ROYAL GARDEN VILLAS RESORT COPR., ROYAL GARDEN CITY ENTERPRISES PRIVATE LTD., ROYAL INDIAN RAJ INTERNATIONAL CORPORATION, MANOJ C. BENJAMIN, RAVI BENJAMIN, [REDACTED] AND COLLINS BENJAMIN shall cease and refrain from marketing in British Columbia any and all development units in the development known as Royal Garden Villas & Resort, located in Bangalore, India.

TAKE NOTICE that ROYAL INDIAN RAJ INTERNATIONAL HOLDINGS CORPORATION, ROYAL INDIAN RAJ INTERNATIONAL REAL ESTATE FUND LTD., ROYAL GARDEN VILLAS RESORT COPR., ROYAL GARDEN CITY ENTERPRISES PRIVATE LTD., ROYAL INDIAN RAJ INTERNATIONAL CORPORATION, MANOJ C. BENJAMIN, , RAVI BENJAMIN, [REDACTED] AND COLLINS BENJAMIN may, pursuant to section 37(1)(f) of the *Act*, appeal the Order pertaining to each to the Financial Services Tribunal, or require a hearing before the Superintendent pursuant to section 32(4) of the *Act*.

Dated at the City of Surrey, in the
Province of British Columbia
this 13th day of March, 2009.



W. Alan Clark
Superintendent of Real Estate
Province of British Columbia

TO: Royal Indian Raj International Holdings Corp.
#610 – 375 Water Street
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V6B 5C6

Royal Indian Raj International Real Estate Fund Ltd.
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