

BEFORE THE GUJARAT STATE REAL ESTATE REGULATORY AUTHORITY,
GANDHINAGAR (GUJARAT)

Complaint No. CMP/A/Online/Ahmedabad/23052023/00212
(Stamp No. CMP2604202300816)

COMPLAINANT/S:

Waseem Ahmad Bhat

Flat no. F1.08,

Staff Residency Gujarat National Law University,

PDPU, Koba, Gandhinagar – 382426.

Representative/s of Complainant/s: Self

VERSUS

OPPONENT/S:

(1) Shree Siddhi Infrabuildcon LLP

D-1001, Ganesh Meridian,

Opp. Amiraj Farm, New Gujarat High Court,

S. G. Highway, Ahmedabad – 380060.

(2) Darshan J Patel

D-1001, Ganesh Meridian,

Opp. Amiraj Farm, New Gujarat High Court,

S. G. Highway, Ahmedabad – 380060.

(3) Kalpesh A Patel

D-1001, Ganesh Meridian,

Opp. Amiraj Farm, New Gujarat High Court,

S. G. Highway, Ahmedabad – 380060.

(4) Mukesh K Patel

65, Ganesh Kunj Bungalow,

Opp. Kumeshwar Bungalow,

Sola, Ahmedabad-380060.

(5) Kalpesh Bharatkumar Patel

65, Ganesh Kunj Bungalow,

Opp. Kumeshwar Bungalow,

Sola, Ahmedabad-380060.

(6) Sanjay Jayantibhai Patel

30, Ganesh Kunj Bungalow,

Opp. Kumeshwar Bungalow,

Sola, Ahmedabad-380060.

(7) Darshankumar Jayantibhai Patel

22, Ganeshpark,
Twinbungalows,
Ghatlodiya, Ahmedabad – 380061.

(8) Kalpesh Atmaramdas Patel
17, Ganeshpark 2,
R. C. Technical Road,
Ahmedabad – 380061.

Representative of Opponent No.1: Advocate shri Jay Solanki

Representative of Opponent No.2 to 8: Self

QUORUM:

- 1) **Shri M. A. Gandhi, Member**
- 2) **Shri Dr. M. D. Modiya, Member**

NAME OF PROJECT:

Green Glades, Ahmedabad

ORDER

Date: 29/06/2024

- 1.0 The Respondent no.1 has lodged a project named “Green Glades” in Godrej Green City, at Ahmedabad. The Registration no. of the project is PR /GJ/ AHMEDABAD /AHMEDABAD CITY/AUDA/RAA04138/271118. The Complainant has booked a flat no. 2103 on 21st floor in the said project. Agreement for sale is executed by the respondent no. 1 and the M/s Godrej Properties Ltd in favour of the complainant. The Complainant has filed this complaint for the de-registration of the project and for taking action against the Respondent for misrepresentation made by them for registration of the project. The Complainant has mainly alleged that Godrej Properties Ltd. cannot be considered as Promoter as per the provisions of the RERA Act.



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2.0 The Respondent no. 2 to 8 are partners of the Respondent no. 1, M/s. Shree Siddhi Infrabuildcon LLP. The partner of the Respondent no. 1, M/s. Shree Siddhi Infrabuildcon LLP, Mr. Mukesh K. Patel has submitted reply/objections on affidavit against this complaint. The Respondent no. 1 has inter alia contended in reply that real estate project "Green Glades" is being developed by the Godrej Properties & M/s. Shree Siddhi Infrabuildcon LLP. That M/s. Shree Siddhi Infrabuildcon LLP & Godrej Properties Ltd. have entered into a joint venture, whereby the project "Green Glades" is developed by M/s. Shree Siddhi Infrabuildcon LLP and its marketing, advertisement & selling is looked after by M/s Godrej Properties Ltd. It is submitted that this arrangement made by the Respondent /Promoter is neither prohibited under the RERA Act, 2016 nor does it violate any of the provisions of the RERA Act, 2016. Further, it is submitted that the Complainant has misinterpreted the definition of "Promoter" given under Section 2 (zk) of RERA Act, 2016 by reading it with Section 3 (1) of RERA Act, 2016 and attempted to mislead the court.

2.1 The Respondent no.1 has further stated that the RERA Authority has after perusing the documents and considering all facts granted RERA registration for the project and after due consideration extended the end date of the project up to 30/12/2023. The progress of the project is continue as per the promise made by the Respondents and therefore, the end date has been extended. The Complainant has filed this false complaint and therefore, it requires to be dismissed with cost.

3.0 Mr. Mukesh K. Patel, the partner of M/s. Shree Siddhi Infrabuildcon LLP has submitted rejoinder on 12/12/2023 on behalf of the Respondent and has



reiterated that the project has been rightly registered and there is no any fact for de- registration of the project.

4.0 The Complainant has not appeared since more than 4 dates and has not submitted any oral arguments though sufficient opportunities are given. Therefore, heard Ld. Advocate for the Respondent no. 1 and considering the complaint, objections /reply, affidavits, documentary evidence, written submissions and record of the case, this order has been passed on merits of the case under the provisions of sub Rule 11(2) (h) of the Gujarat Real Estate (Regulation Development) (the Matters Relating to the Real Estate Regulatory Authority) Rules, 2016.

5.0 Following issues/points arises in this complaint.

1. Whether the project Green Glade is required to be de-registered?
2. What order?

6.0 The replies of the issues are as under:

1. In the negative.
2. As per the final order.

:: Reasons ::

7.0 **Issue no. 1:**

7.1 In this case, it is an admitted fact that the Respondent no. 1 has launched "Green Glades" project in the Godrej Green City, at Ahmedabad and the said project is registered with the registration no. PR/GJ/AHMEDABAD /AHMEDABADCITY/AUDA/RAA04138/271118 by this Authority. It is also an admitted fact that the end date for the said project was 31/03/2022 and that was extended and by certificate for extension of registration of project

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dated 05/11/2022, the end date was extended till 30/12/2023. It is also an admitted fact that the Complainant has booked a flat no. 2103 at 21st floor in the said project.

7.2 The Complainant has produced his agreement for sale dated 24/02/2022 at page 10 in this complaint. Referring to the sale agreement and other documents, it appears that M/s Godrej Properties Ltd is also a party to the agreement and project is joint venture of Respondent no. 1 and M/s Godrej Properties Ltd. The Respondent no. 1 has to build up the project and M/s Godrej Properties Ltd has to look after marketing and selling of the units. Referring to para G of the sale agreement at page 14 it is mentioned that, by respective Development Agreements, Godrej is authorised to do all acts, deeds, matters and things for development including the right to market and sell and enter into agreements with the prospective purchasers. It appears that all facts are stated in agreement and no misrepresentation is made by the developers.

7.3 Referring to the definition of "Promoter" in clause (zk) of Section 2 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act in short), it appears that, a person who constructs or causes to be constructed a building consisting of apartments for the purpose of selling to the apartments to other persons is termed as Promoter. In explanation of the said clause it is further provide that, for the purposes of this clause, where the person who constructs or converts a building into apartments and the persons who sells apartments are different persons, both of them shall be deemed to be the promoters and shall be jointly liable and responsible under this Act and rules and regulations made thereunder. Therefore, project is rightly registered in the name of the



Respondent no.1. M/s Godrej Properties Ltd which is acting as per the respective Development Agreements with the Respondent no.1 and terms of the agreement executed with the Complainant will also be jointly liable and responsible under this Act and rules and regulations made thereunder. M/s Godrej Properties Ltd will be jointly liable and responsible under umbrella of Respondent no.1 as per the respective Development Agreements with the Respondent no.1. It did not appear any misrepresentation by the developers.

7.4 Rera Authority has considered documents and all facts and granted registration to the project by registration no. PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/RAA04138/271118. The end date was 30/12/2022. Thereafter, end date was extended till 30/12/2023 (at page no. 81 in this complaint) by extended registration no. PR/GJ/AHMEDABAD/AHMEDABAD CITY /AUDA/RAA04138/Ex1/051122 on 05/11/2022.

7.5 Referring to the page no. 83 to 87 it appears that, for extension of the project Rera Authority has considered the progress of the project and it was found that more than 80% of the project is completed and there were sufficient facts to extend the end date and therefore, the end date was extended till 30/12/2023.

7.6 As discussed above the Authority has considered all facts and material and registered the project and registration had been extended till 30/12/2023 after following due procedure. There is no any misrepresentation made by the Respondents for registration of project. The Complainant is not able to produce any evidence to show that any misrepresentation is made by the Respondents or the Respondents have breached the rules or law. Therefore, in this case there is no reason to de-register the project.



7.7 Otherwise also on 20/10/2022 about 80% project was completed. At present, as per the status report 100% construction is completed and 752 out of total 762 Units are booked and the project is on the verge of completion and if the project is de-registered, then other allottees will have to suffer huge lose. Moreover, only the Complainant has made grievance against the registration and other allottees have not come before this Authority for the de-registration of the project. Therefore, also there is no reason to de-register the project. Therefore, issue no. 1 is decided in the negative.

8.0 **Issue no. 2:**

8.1 Therefore, following order is passed.

ORDER

1. This complaint is disposed of as dismissed.
2. The parties shall be supplied copy of this order free of costs.
3. Inform the parties accordingly.

Date: 29/06/2024.

Place: Gandhinagar.


[Dr. M. D. Modiya]


[M. A. Gandhi]

Member, RERA, Gujarat

Member, RERA, Gujarat

Note: If any party is aggrieved by this order, he may file appeal before the Gujarat Real Estate Appellate Tribunal within 60 days from the receipt of the copy of this order.

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