BEFORE THE HON'BLE GUJARAT REAL ESTATE REGULATORY AUTHORITY,
GANDHINAGAR

Complaint No: CMP1911202501504

In the Matter of:

Vikramsinh Harisinh Champavat ...Complainant

Versus

Shree Siddhi Infrabuildcon LLP & Ors. ...Respondents
(Including Respondent No. 7: Godrej Properties Limited)

REJOINDER ON BEHALF OF THE COMPLAINANT TO THE WRITTEN REPLY FILED BY RESPONDENT NO. 7 (GODREJ PROPERTIES LIMITED)

The Complainant above-named respectfully submits this Rejoinder to the Written Reply filed by Respondent No. 7, Godrej Properties Limited (GPL), systematically answering their factual denials and technical contract interpretations with verifiable financial, statutory, and structural evidence.

I. PRELIMINARY REBUTTAL OF GPL'S SHIELD DEFENSE

1. Statutory Reality of the Brand Face under Section 2(zk)

The contention raised by Respondent No. 7 in Paragraphs 2 and 3 of its Written Reply—stating that it acts exclusively as a detached "marketing partner" with zero operational, construction, or possession liabilities—is legally untenable and directly violates Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016. The statutory definition of a "Promoter" under RERA explicitly encompasses any entity that causes construction to be undertaken or holds itself out as the public face of a real estate development under a commercial brand name.

The formal Welcome Letter issued to me directly by Respondent No. 7 on January 21, 2023, states explicitly: "Welcome to the Godrej Properties family... It is our pleasure to welcome you to your new home at Godrej Garden City, Ahmedabad." Respondent No. 7 actively leveraged its premium brand reputation to capture my market trust and induce me into investing my life savings. Having micro-managed the entire customer experience from day one, Respondent No. 7

is legally estopped from claiming it is a stranger to the development obligations now that the project has defaulted.

2. Direct Corporate Administration (Documentary Proof of Executive Control)

Respondent No. 7's assertion that it lacks a direct administrative or legal relationship with individual units is explicitly disproved by their own internal Customer Centricity Team Authorisation Matrix (Document Ref: BN/GPL/5). This internal corporate schedule reveals that GPL's senior management directly authorized their Customer Centricity team members to execute core operational tasks:

- **Section 1.2:** Authority to issue and sign formal project Allotment Letters.
- **Section 1.4:** Authority to execute formal Tripartite and Quadripartite Financing Agreements with customers.
- **Section 1.7:** Authority to handle and execute statutory Agreement for Sale (AFS) registrations.

Mr. Vishal Nanda used these exact corporate powers to sign my final registered Agreement for Sale (Registered at SRO Ahmedabad-8 Sola as Document No. 3940/2023). GPL operated as a highly organized corporate supervisor managing the project's legal execution, not a detached outside marketing broker.

3. Complete Financial Entanglement in the Godrej Ecosystem

Respondent No. 7 asserts in Paragraph 6 that it has no financial liability because the customer made payments to the developer. This claim is completely disproved by the banking and transaction records. The Complainant has paid a total of ₹22,40,970.00 (~40% of the total flat consideration), and every single rupee was routed directly into a financial network managed by Godrej:

A. Self-Funded Capital Core (₹3,39,176.00):

- **₹50,000.00:** Paid via Yes Bank Credit Card Statement on December 18, 2022, routed to "GGC CELESTE UF SSI LLP".
- **₹1,74,500.00:** Paid via ICICI Bank Credit Card Statement on December 26, 2022, routed to "GGC CELESTE UF SSI LLP".
- **₹64,676.00:** Paid from personal HDFC Savings Account (A/c 50100226215725) via NEFT Reference No. 0000000318924911 on January 10, 2023, specifically tracked as: "TPT-FROM VIKRAMSINH CHAMPAVAT F1 503-SHREE SIDDHI INFRABUILDCON LLP".

B. Godrej Institutional Loan Core (₹19,01,794.00):

The remaining ₹19,01,794.00 was financed through an internal corporate home loan (Account No. GHF1501HL0019144) provided by Godrej Housing Finance Limited. This loan was disbursed in exact sync with the project's milestone bills:

- **₹1,00,000.00** on January 12, 2023 (Disbursed via Reference CMS3172119933).
- **₹6,81,309.40** on March 10, 2023 (Disbursed via References CMS3172119934 and ICICR22023031000018642).
- **₹5,60,242.70** on June 30, 2023 (Disbursed via Reference SBIN423184626334 / 6335).
- **₹5,60,242.70** on August 31, 2023 (Disbursed via Reference SBIN223243668350 / 0415).

GPL's parent organization handled the financing, issued the milestone bills, and collected the funds through its own dedicated HDFC project account (Account No. 50200059356204 under the beneficiary name "Godrej Garden City Celeste"). Respondent No. 7 cannot claim it is separated from the project's finances when it controlled the bank accounts and loan mechanisms for the transaction.

4. Binding Precedent of Joint Liability in Identical Township Project

The Complainant places explicit reliance on the final order passed by this Hon'ble Authority on June 29, 2024, in Complaint No. CMP/A/Online/Ahmedabad/23052023/00212 (Waseem Ahmad Bhat Vs. Shree Siddhi Infrabuildcon LLP & Ors., including Respondent No. 7 GPL) concerning the sister project "Green Glades" within the same Godrej Garden City township. In Paragraphs 7.3 and 7.4 of the said order, this Hon'ble Authority interpreted the exact same layout and joint enterprise arrangement between the same corporate entities and held as under:

"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 promotors and shall be jointly liable and responsible under this Act... 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..."

Therefore, the principle of joint statutory liability of Godrej Properties Limited as a "Deemed Promoter" under Section 2(zk) has already been firmly decided and recorded by this Hon'ble Authority under identical transaction parameters. Respondent No. 7 is barred from seeking dismissal of its liabilities when its status as a joint enterprise promoter has already been declared by this very bench.

II. PARAGRAPH-WISE REPLIES TO GPL'S DEFENSES

Ad Paragraph 1 & 2: Rebuttal of Claims of No Operational Control

The statements in Paragraphs 1 and 2 of the Written Reply are denied. It is completely incorrect to state that this complaint is an attempt to exert "undue pressure." As established by the Customer Centricity Authorisation Matrix (BN/GPL/5), Respondent No. 7 maintained clear administrative control over the units. Furthermore, GPL admits in Paragraph 7 of its reply that it ordered the complete demolition of the existing standing structure. A third-party marketing agent has no legal authority to demolish concrete towers or change structural engineering methods. By ordering these changes, GPL exercised clear executive control over the development.

Ad Paragraph 3 & 4: Rebuttal of the "Marketing Only" Label

The statements in Paragraphs 3 and 4 of the Written Reply are denied. Respondent No. 7 used its brand equity to market "Celeste at Godrej Garden City," issued the formal Welcome Letters via its Customer Centricity Team, and required payments to be deposited directly into its branded project account. Under the RERA framework, a company cannot leverage its brand name to attract consumer capital and then deny all developer liabilities when the project defaults.

Ad Paragraph 5 & 6: Rebuttal of Selective Interpretations of the ATS

The statements in Paragraphs 5 and 6 (including sub-clauses a through l) are denied. Respondent No. 7 relies on a highly selective reading of the Agreement for Sale (ATS) while completely ignoring companion contracts that create clear legal liabilities. GPL is a primary corporate signatory to the project's Quadripartite Agreement alongside myself, Shree Siddhi LLP, and Godrej Housing Finance Limited. Under Clause 12 of that agreement, GPL explicitly bound itself to "facilitate/provide assistance as may be required to the Lender in the event of failure of Developer to meet obligation prescribed under Cancellation / Termination clause, to ensure adherence to the obligations by Developer."

Furthermore, GPL directed me to track construction progress, view invoices, and manage receipts through the official Godrej Properties Mobile App. GPL cannot use generic disclaimer clauses in one document to override their active conduct and written guarantees in another.

Ad Paragraph 7 & 8: Operational Control Confirmed by Demolition Decisions

The statements in Paragraphs 7 and 8 are admitted only to the extent that they confirm GPL exercised absolute operational and structural control over the project site. Respondent No. 7 explicitly admits that it evaluated the on-site construction, determined it was "grossly deficient," and ordered the complete demolition of the standing concrete structures. This operational intervention is documented in writing. On December 14, 2025, an official notice from Godrej Properties' Customer Centricity Team stated: "We would like to reiterate the contents of our communication dated 6th December 2024... we have decided to transition from conventional blockwork construction to shear wall (RCC) construction using Aluminium Formwork technology." This operational intervention completely dismantles their "marketing only" defense. A detached marketing agency does not have the power to demolish an entire housing complex.

By stepping in to change the project's structural engineering, GPL acted as a primary Promoter and must be held jointly accountable for the resulting project delays.

Ad Paragraph 9 & 10: Admitting Project Deadlock and Stalled Progress

The statements in Paragraphs 9 and 10 are admitted to the extent that they confirm construction on the Celeste project site has been completely stalled since September 2023, leaving the development abandoned. GPL admits that its internal notices and meetings with Respondent No. 1 have failed to resume construction. While GPL notes it submitted representations to this Hon'ble Authority to be substituted as the primary promoter, the reality remains that no physical progress has occurred on the ground for nearly three years. As a retail homebuyer, I continue to bear the compounding financial burden of monthly rent and home loan EMIs due to this continuous deadlock between the corporate partners.

Ad Paragraph 11 & 12: Rebuttal of the Prayer for Dismissal

The statements in Paragraphs 11 and 12 are denied. Respondent No. 7's request to deny all relief against it and be dismissed from these proceedings is a direct attempt to avoid accountability for its commercial enterprise. GPL actively leveraged its premium brand name to secure consumer capital, funneled milestone payments into its branded account ecosystem, and exercised executive power to demolish the buildings. They cannot now claim that all liabilities sit solely with an insolvent construction partner.

III. PRAYER FOR RELIEF

In light of the facts and financial evidence presented above, the Complainant respectfully prays that this Hon'ble Authority:

1. **Decline** the prayer of Respondent No. 7 (Godrej Properties Limited) seeking dismissal from these proceedings, and hold them **jointly and severally liable** as a Promoter under Section 2(zk) of the RERA Act;
2. **Direct** both corporate promoters to submit a coordinated, legally binding, and time-bound construction schedule to complete and deliver the project by the committed March 2027 deadline;
3. **Order** an independent forensic audit of the project bank accounts, including the specific collection account "Godrej Garden City Celeste" (Account No. 50200059356204), to ensure all consumer funds were properly deployed for development;
4. **Pass** any other orders that this Hon'ble Authority deems appropriate in the interest of justice and the protection of retail homebuyers.

Place: Ahmedabad / Gandhinagar	Complainant in Person
Date: June 30, 2026	(Vikramsinh Harisinh Champavat)