



## GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint(433)/2024 | 238

Date: 28 /02/2025

**Charvi Reemz Co-Op. Housing  
Maintenance Society Ltd.**

C/o President John Gerald Mascarenas  
Building 15, Apartment 002  
Charvi Reemz Co-Op. Housing  
Maintenance Society Ltd,  
Charvi Reemz, Starco Junction,  
Anjuna, Bardez, Goa-403509.

..... **Complainant**

V/s

**Harasiddh constructions( Partnership Firm)**

**C/o Mukul Pratapchandra Patel,**  
Tulsi Villa, Poddar Road, Santacruz West,  
Mumbai, Suburban Maharashtra-400054.

..... **Respondent**

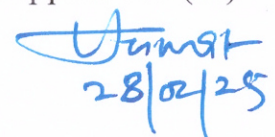
**ORDER**  
**(Date: 28 /02/2025)**

1. By the present order, I propose to dispose off the amendment application dated 30.01.2025 filed by the Complainant Charvi Reemz Co-Op Housing Maintenance Society Ltd to amend the complaint filed by it in the above cited matter seeking permission to amend the complaint to include Sofitel Hospitality and Management LLP ( SHML) as Respondent no.2 in the

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complaint. The Complainant has stated that the Respondent in its preliminary objections and reply has submitted that Project is developed as a Joint Venture with land owners Sofitel Hospitality and Management LLP ( SHML) being Landowner vide development agreement 05/10/2016 and SHML had undertaken part project construction as well as has further sold and realised amounts from the allottees. Accordingly, it should have been registered as a promoter alongside Harasiddh Constructions when registering the project with GoaRERA instead of merely designating SHML as a "Landowner Promoter,". It was further submitted that hence complainant was not in position to infer whether in the Project registration application SHML is registered as Promoter or only as Landowner and it is only after perusal of reply of the respondent, Complainant knew the fact.

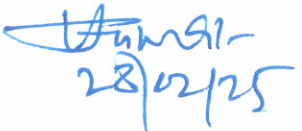
2. Referring to the Explanation under Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016; the Complaint pleaded that where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are two different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder. Further, the above principle has been upheld by the Hon'ble Bombay High Court in its Judgment dated 16.02.2024 passed in Second Appeal No (St)

  
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21842 of 2023 in the matter of Wadhwa Group Housing Private Ltd. V/s Vijay Chokso & Anr. It was thus prayed that thus it becomes important & crucial to add SHML being necessary party as Respondent no.2 to the complaint whereby it will also be liable to comply with all the obligations and responsibilities of the promoter as provided under the Real Estate Regulation and Development Act. Furthermore, the respondent in its reply at paragraph 9 has indicated the necessity of impleading Sofitel Hospitality and Management LLP (SHML) as a party to the present complaint and if the amendment is disallowed, it would cause significant hardship to the complainant, as any order issued by the Authority may not be binding on SHML. Also, allowing the amendment would not cause any prejudice to Respondent no. 1 (the current promoter) or Respondent no. 2 (the landowner promoter).

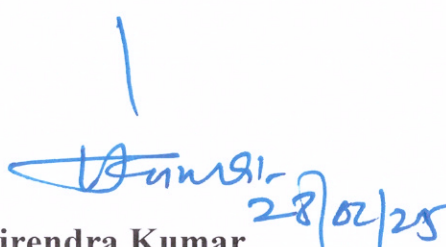
3. The Schedule of Amendment annexed to the Application reveals that the amendments sought by the Complaint besides amendments in the cause title, basically relates to replacing all instances of "Respondent" in the complaint with "Respondents," and make the necessary adjustments to refer to "Respondent no. 1" and "Respondent no. 2" in their individual capacities wherever applicable and also to substitute every mention of the terms "promoter" or "builder" in the complaint with references to both "Respondent No. 1" and "Respondent No. 2."

  
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4. The Respondent, however, denying each and every averment made in the amendment application which is contrary to the case set out by the respondent in his written statement; further prayed that the present application be dismissed with costs and the complainant be directed to file a fresh complaint against the said persons sought to be impleaded by way of amendment. It was, however, also stated that the respondent has to implead the owners being the necessary party and not the respondent who has developed the project and also formed an association, and therefore its role has ceased in the said project and is being unnecessarily harassed by the complainant. It was further submitted that the complainant has not read the contents of the reply filed by the respondent thoroughly, as one of the preliminary objections raised by the respondent herein is that the complaint deserves to be dismissed for non-joinder of necessary parties.
5. In view of what has been observed herein above and the circulars issued by this Authority on the issue in question as well as the provisions contained in Explanation to Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 whereby the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder and also the observations of the Hon'ble



Bombay High Court in its Judgment dated 16.02.2024 passed in Second Appeal No (St) 21842 of 2023 in the matter of Wadhwa Group Housing Private Ltd. V/s Vijay Chokso & Anr; it is evident that both entities i.e. Harasiddh Constructions being developer and Sofitel Hospitality and Management LLP ( SHML) being land owner are necessary parties being Promoters of the Project in question and thereby are jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder. Accordingly, the amendment application dated 30.01.2025 filed by the Complainant Charvi Reemz Co-Op Housing Maintenance Society Ltd to amend the complaint filed by it in the above cited matter seeking permission to amend the complaint to include Sofitel Hospitality and Management LLP ( SHML) as Respondent no.2 in the complaint; is allowed to the extent. The other issues pertaining to the merits of the case referred to in the said application would be decided along with main complaint. The matter is further fixed for hearing on 12.03.2025 at 04.30 pm for carrying out the amendment in the complaint and filing of rejoinder or AIE by the Complainant.

  
**Virendra Kumar**  
Member, Goa RERA