

<b>PROCEEDINGS OF THE DAY</b>		<b>11</b>
Day and Date	Tuesday and 09.01.2024	
Complaint No.	MA No.451/2023 in CR/5790/2022 Case titled as Yogender Kumar Gupta VS Godrej Real View Developers Private Limited	
Complainant	Yogender Kumar Gupta	
Represented through	Mr.Kusha, Advocate	
Respondent	Godrej Real View Developers Private Limited	
Respondent Represented	Shri Saurabh Gaba Advocate	
Last date of hearing	Application u/s 39 of the Act	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

### Proceedings-cum-order

The complainant approached this Hon'ble Authority by filing the complaint bearing No. RERA-GRG-5790 of 2022 seeking inter alia the indulgence of this Authority directing the respondent to handover the possession of the unit, complete in all respects and in conformity with the terms and conditions as mentioned in the booking form. The aforesaid complaint was disposed of vide order dated 22.09.2023. An application dated 07.12.2023 was filed by the complainant for rectification/review of order dated 22.09.2023 The contents of the Impugned order are reproduced herein as under:

*Complaint stands dismissed since there is no proof/receipt of having paid any money or any application form or allotment, hence the matter stands disposed off. File be consigned to the registry.*

The complainant states that after passing of the impugned order, the complainant procured his bank statement which duly evinces the payment made by the complainant to the respondent of Rs. 1,00,000/-.

The complainant further states that the payment plan is 10:90, booked a unit in the project of the respondent named 'Godrej Grandeur at Godrej Meridian' situated at Dwarka Expressway, Sector-106, Gurugram, Haryana (hereinafter



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

MANE V/S 2023/4 CRIS HQ 2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

referred to as the "Project"). That at the time of the booking it was specifically assured by the authorized/sales representative of the respondent that the payment plan will remain the same i.e., 10:90 and will not be changed further, which essentially meant that the complainant has to pay 10 percent of the total consideration of the unit at the time of the booking and the remaining 90 percent was to be paid by the complainant only at the time of the handover of the possession of the unit. No opportunity was given to him to furnish the evidence for the payment made to the respondent qua the booking of the unit.

Section 39 of the Act, 2016 provides that :-

"The authority may, at any time within a period of two years from the date of the order under this Act, with a view to rectifying any mistake apparent from the record, amend any order passed by it, and shall make such amendments, if the mistake is brought to its notice by the parties;

Provided that no such amendment shall be made in respect of any order against which an appeal has been preferred under this Act.

Provided further that the Authority shall not, while rectifying any mistake apparent from record, amend substantive part of its order passed under the provisions of this Act."

The application filed u/s 39 of the Act on 07.12.2023 seeks to place on record certain documents which are not part of the pleadings during the hearing of the matter which have already been decided. The relief sought by the applicant would amount to review of the order passed by the Authority for which the authority is not competent as per provisions of section 39 of the Act, referred to above.

In view of the same, the application u/s 39 of the Act is dismissed. File be consigned to the registry.

Ashok Sangwan  
Member

Vijay Kumar Goyal  
Member

Arun Kumar  
Chairman  
09.01.2024