NON- COMPLIANCE OF CONDITIONS OF REGISTRATION CERTIFICATE HEARING BRIEF					
S. No.	**Particular**	**Details**			
1.	**Registration certificate no.**	674/406/2023/18			
2.	**Date of Registration**	23.01.2023			
3.	**Date of expiry of validity of registration**	31.12.2024			
4.	**Name of promoter**	M/s GCC Infra			
5.	**Name of project**	Flora Avenue 88 A			
6.	**Area of project**	10.625 Acres			
7.	**Nature of project**	Affordable Residential Plotted Colony under DDJAY			
8.	**Location of project**	Sector- 88A, Gurugram			
9.	**Suo-motu complaint no.**	RERA-GRG-2896-2023			
10.	**Status of compliance done by the promoter**				
	Conditions	**Compliance due date**	**Date of approval obtained on**	**Whether compliance done within time frame**	
	The promoter shall submit approved zoning plan within three months	23.04.2023	07.02.2023	Within time	
	The promoter shall submit approved service plans and estimates within three months	23.04.2023	01.05.2023	Delay of 8 days	
11.	**Details of refundable security submitted by the promoter**				
	Name of the bank	**No. And date of refundable security**	**Amount**	**Submitted for**	
	HDFC Bank	Cheque no. 005112 dated 27.10.2022	25 lacs	Service plans and estimates	
	-	-	-	Zoning plan	
12.	**File status**	**Date**			
	First show cause notice sent on	21.08.2023			
	First hearing on	21.09.2023			
	Second hearing on	23.11.2023			

	Third hearing on	29.02.2024 (adjourned)
	Fourth hearing on	22.03.2024 (Case disposed off)
13.	**Case history**	

1. Whereas an application for registration of the above real estate project under section 4 of the Real Estate (Regulation and Development) Act, 2016 was submitted to the Authority by **M/s GCC infra** and after due consideration, the said real estate project was conditionally registered with the Haryana Real Estate Regulatory Authority Gurugram. Since the promoter failed to comply with the conditions mentioned in the registration certificate within the prescribed time, the Authority issued a show- cause notice dated 21.08.2023 as to why the registration certificate shall not be revoked and penal proceedings shall not be initiated against the promoter and an opportunity of hearing was offered on 21.09.2023.
2. It was noted that the promoter was required to submit the refundable security amount of 25 lacs on account of timely submission of zoning plan in the Authority. However, the promoter has failed to submit the required security amount. Therefore, the Authority had issued a show cause notice to the promoter to initiate the penal proceedings against the promoter.
3. On 21.09.2023, Sh. Ramesh Yadav (AR) appeared on behalf of the promoter and stated that the zoning plan for the project was submitted well within time in the registry of the Authority vide receipt No. 48931, dated 09.02.2023 and a copy of the same has been handed over during the course of hearing. In view of the above, it was seen that the compliances had been made. However, the submission of service plans and estimates was delayed by 8 days. The Authority was in the process of framing guidelines/Regulation to deal with cases of delayed compliance. The above matter was decided to be dealt according to the decision of the Authority in this regard. Till then, the proceedings were kept pending. The matter was fixed for next date of hearing on 23.11.2023.
4. On 23.11.2023, it was again noted that the Authority is in the process of framing guidelines/Regulation to deal with cases of delayed compliance. The matter was again decided to be dealt according to the decision of the Authority in this regard. The next date of hearing was fixed for 29.02.2024
5. On 29.02.2024, the mater was adjourned to 22.03.2024.
6. The Authority decided in its meeting dated 01.01.2024 that the compliances by the promoters must be made without fail within the timeline of conditional registration failing which the BG/ security be forfeited and further action be initiated as per the provisions of the Act of 2016.
7. On 22.03.2024, none appeared on the behalf of the promoter. In view of the fact that the promoter had failed to submit the approval of service plans and estimates within the specified timeline of three months as per conditions of the registration certificate no. 674/406/2023/18 dated 23.01.2023, the security deposited by the promoter in lieu of the timely submission of the above approval was forfeited. The matter was disposed of.

8. Accordingly, a detailed order for forfeiture of the security amount deposited on account of timely submission of service plans & estimates was issued.
9. Thereafter, the promoter again requested for refund of the security amount deposited for service plans & estimates submission vide application dated 04.04.2024 and the request was declined by the Authority. The same was intimated to the promoter vide letter dated 28.05.2024.
10. The detailed order dated 22.03.2024 was issued and signed by Secretary of the Authority. The promoter filed an appeal no. 436 of 2024 against the said order wherein the Hon'ble HREAT has passed an order dated 05.12.2025. The Hon'ble HREAT remitted the matter to the Authority for decision afresh after affording opportunity of hearing.
11. Accordingly, the matter was again listed before the Authority on 02.02.2026.
12. On 02.02.2026, Sh. Ritik Kumar (Advocate) appeared on behalf of the promoter and expressed his unawareness of the facts of the case. He further requested for an adjournment stating that the Senior Counsel is indisposed and further requested for two weeks' time. In the interest of justice and reasonable opportunity, one last and final opportunity was granted to the promoter to appear and present their case. It was made clear that in case the promoter fails to appear or respond on the next date of hearing, the matter shall be decided based on the facts and record available with the Authority without affording any further opportunity of hearing in view of order passed by the Hon'ble Appellate Tribunal and the matter was adjourned to 16.02.2026. On 16.02.2026, the matter was adjourned to 18.02.2026.
13. On 18.02.2026, Sh. Mayank Singh (Advocate) and Sh. Vikas Gond (AR) appeared on behalf of the promoter and stated that the grant of approval of service plans and estimates was delayed due to reasons beyond the control of the promoter and in this regard, a detailed reply stating the facts of the case was filed on 16.02.2026. Arguments were heard at length and order was reserved.
14. The gist of the written submissions dated 16.02.2026 filed by the Respondent-Promoter, are as follows:
    (i) The promoter had applied for the service plan estimates to the HSVPN dated 10.01.2023 which was almost 3 months before the expiry for the submission of the approved service plans and estimates before the RERA Authority, Gurugram which was due dated i.e. 23.04.2023. The said service plan. estimated was thereafter approved and forwarded by the HSVPN to the Directorate of Town and Country Planning, Chandigarh (hereinafter referred to as 'DTCP') dated 08.02.2023.
    (ii) Further to which, the DTCP department requested the promoter for the IDW bank guarantee amounting to Rs. 112.21 lacs and the same was submitted by the promoter to the DTCP vide BG dated 15.04.2023 without any delay.
    (iii) In completing the necessary documentations, the promoter submitted the IDW bank guarantee dated 15.04.2023 which is almost 10 days prior to the expiry of the deemed date of submission before the Ld. RERA, Gurugram.

(iv) On perusal of the above-mentioned facts and circumstances, the promoter was well within the time frame for depositing the service estimates before the Ld. RERA, Gurugram within or on dated 23.04.2023 as the Appellant submitted their initial documents with the department almost 3 months prior to filing. The delay or any latches on part of the departments whose day-to-day affairs are in no control in any manner of the promoter cannot be attributed upon the promoter.

(v) In consequence of the said delay of 8 days in filing the services plan and estimates, the Ld. RERA vide order dated 03.04.2024 forfeited the security amount of Rs. 25 lacs without giving proper hearing and appreciating the arguments made by the promoter before the Ld. RERA, Gurugram during the course of proceedings.

(vi) In response to the impugned order dated Gurugram, the promoter filed an application for condoning the said delay in filing the service plan and estimates before the Ld. RERA, Gurugram. The promoter brought to the notice of the Ld. RERA, Authority that the said delay in filing the documents before the latter was on account of the delay and latches in the procedural work of the HSVPN and DTCP. However, the Ld. RERA, Gurugram failed to appreciate the submissions and request for condoning the delay in filing the documents made by the promoter and failed to appreciate the fact that the procedural process was not in hands of the promoter.

(vii) The promoter's condonation application dated 20.04.2023 explicitly flagged these state-induced delays, yet the impugned order ignored them, forfeiting 25 lakhs mechanically. Such technical forfeiture for an 8-days delay-amid proactive filings and DDJAY license compliances violates proportionality under Section 59 and Section 4(2)(1)(D).

(viii) Absent any allottee prejudice with zero bookings or marketing undertaken pre-service plans, no complaints filed under Section 31-forfeiture of 25 lakhs is grossly arbitrary and disproportionate. The project, Flora Avenue 88A (10.625 acres, DDJAY plotted colony), remains in pre-launch stage post-licenses, with no public funds collected or promises made sans approvals, negating any Section 4(2)(1)(D) penal intent. As such RERA penalties must be "reasonably commensurate," excusing technical delays where no third-party harm occurs precisely here, where the 8-days harmed none.

(ix) Further, the Haryana Real Estate Appellate Tribunal's partial allowance and remand in Appeal No. 436/2024 operates under the doctrine of merger (Section 43(5)), binding this Hon'ble Authority to re-adjudicate afresh, judiciously condone the token delay, and release the BG forthwith. Non-compliance perpetuates breaches of natural justice under Section 35. The Respondent thus craves mandatory relief to uphold RERA's object-promoter accountability sans technical overkill.

(x) It is pertinent to mention that while adjudicating the suo moto complaint, that the 8-day delay in submitting service plans/estimates was neither intentional nor deliberate, but solely attributable to procedural delays by HSVPN/DTCP despite

	promoter's proactive filings such non-application of mind ignores bona fide intent under Section 59 proviso, warranting condonation. (xi) In view of the above submissions, facts, and annexed documents, it is prayed that the Authority may Comply with the Haryana Real Estate Appellate Tribunal's remand order in Appeal No. 436/2024 by adjudicating afresh post-hearing and Condone the 8-day technical delay in service plans submission, attributable to DTCP and dismiss the Suo moto complaint, quash the order dated 03.04.2024, and direct immediate release of the Rs.25 lakhs bank guarantee with 8% p.a. interest from deposit date. 15. As per the direction of the Authority, the matter is listed again on 09.06.2026 (after adjournment from 08.06.2026) for the pronouncement of order. **(Ar. Neeraj Gautam)** **Associate Architectural Executive**
Day and date of hearing	Tuesday and 09.06.2026

Ar. Neeraj Gautam (Associate Architectural Executive) briefed the facts of the case.

None appeared on behalf of the promoter.

Order pronounced.

The Authority has carefully considered the record of the case, the submissions made by the Respondent-Promoter, the documents placed on record, and the directions issued by the Hon'ble Haryana Real Estate Appellate Tribunal vide order dated 05.12.2025 in Appeal No. 436 of 2024.

The Authority observes that the record unequivocally establishes that the Promoter, with full knowledge that the approved service plans and estimates were not available at the time of consideration of its application, consciously and voluntarily requested grant of conditional registration. At the time of the issuance of the Registration Certificate, the Promoter, in order to secure registration of the project, deposited the requisite Security Amount on 27.10.2022 as an assurance for timely submission of the approved service plans and estimates. The said deposit was made to demonstrate bonafides despite admitted deficiencies. The Promoter had expressly undertaken to obtain and submit service plans and estimates within a period of three months from the date of issuance of the Registration Certificate and accepted the conditional registration with open eyes and without protest. Having voluntarily sought conditional registration and furnished the Security Amount as a solemn assurance of compliance, the Promoter is now estopped from assailing the very conditions which it had itself requested and agreed to abide by.

Registration certificate itself recorded that any DDs deposited for non-submission of the specified approvals within the stipulated time would stand forfeited in favour of the Authority. The forfeiture clause was expressly incorporated in the registration certificate under clause "(G) COMPLIANCES TO

BE MADE BY THE PROMOTER" and was brought to the Promoter's notice at the time of grant of conditional registration.

On perusal of the record, it is noted that the application for approval of service plans and estimates was submitted on 10.01.2023, the competent authority, i.e., DTCP, Haryana, vide communication dated 14.03.2023, specifically required the Promoter to furnish a Bank Guarantee of Rs. 112.21 lakhs immediately to enable processing of the approval. However, the Promoter failed to comply with the said requirement and, by its own admission, furnished the Bank Guarantee only on 15.04.2023, after an inordinate and unexplained delay of around 32 days. Upon submission of the requisite Bank Guarantee, the concerned department acted with due promptitude and approved the service plans and estimates on 01.05.2023 i.e., within 16 days of furnishing the said Bank Guarantee. The sequence of events clearly establishes that the delay was entirely attributable to the Promoter's own inaction and negligence, and not to any alleged lapse on the part of the authorities.

In view of the above, Authority hereby directs that the security amount of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) deposited by the Respondent-Promoter for ensuring timely submission of the service plans and estimates shall be forfeited.

The matter stands disposed of accordingly. Detailed order shall follow.

(Arun Kumar)
Chairman, HARERA

HARERA
GURUGRAM

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Registration No.	**RC/REP/HARERA/GGM/674/406/2023/18 dated 23.01.2023**
Name of promoter	**M/s GCC Infra**
Name of project	**Flora Avenue 88 A**
Location of project	**Sector-88A, Gurugram**
Suo Moto No.	**RERA-GRG-2896-2023**
Date of decision	**09.06.2026**

ORDER

1. Whereas an application for registration of the real estate project namely 'Flora Avenue 88A' situated at Sector 88A, Gurugram (hereinafter referred to as 'the subject Project') under section 4 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') was submitted to the Authority by M/s GCC Infra (hereinafter referred to as 'the Promoter') and after due consideration, the subject project was conditionally registered by the Haryana Real Estate Regulatory Authority, Gururam (hereinafter referred to as 'the Authority') with the following details:

S. No.	Particulars	Details
1.	**Registration No.**	RC/REP/HARERA/GGM/674/406/2023/18
2.	**Date of Registration**	23.01.2023
3.	**Date of expiry of validity of registration**	31.12.2024
4.	**Name of promoter**	M/s GCC infra
5.	**Name of project**	Flora Avenue 88 A
6.	**Location of project**	Sector- 88A, Gurugram
7.	**Area of project**	10.625 Acres
8.	**Nature of project**	Affordable Residential Plotted Colony under DDJAY
9.	**Registration extension no.**	12 of 2025 dated 18.03.2025
10.	**Extension valid up to**	30.12.2025

2. Whereas on the request of the promoter, the Authority had decided to issue the registration certificate subject to the submission of the following approvals within the stipulated time frame as detailed below:

S. No.	Condition	Compliance due date	Date of approval obtained on
1.	The promoter shall submit approved zoning plan within three months	23.04.2023	07.02.2023
2.	The promoter shall submit approved service plans and estimates within three months	23.04.2023	01.05.2023 (Delay of 8 days)

3. At the time of registration, the promoter had requested to issue the conditional registration certificate and assured to comply with the conditions imposed and submitted the following refundable security for timely submission of the pending approvals in respect of the subject project:

DETAILS OF REFUNDABLE SECURITY			
Name of the bank	No. and date of refundable security	Amount	Submitted for
HDFC Bank	Cheque no. 005112 dated 27.10.2022	25 lacs	Service plans and estimates

4. It had come to the notice of the Authority that the promoter had not submitted the the refundable security amount of 25 lacs on account of timely submission of zoning plan in the Authority. Therefore, the Authority had issued a show cause notice dated 12.06.2023 to the promoter to initiate the penal proceedings under Section 63 of the Act. Thereafter, a show cause notice dated 21.08.2023 for revocation of registration certificate under Section 7(1) of the Act of 2016 was issued to the promoter on account of non-compliance of the conditions mentioned in the registration certificate with an opportunity of hearing on 21.09.2023.

5. On 21.09.2023, Sh. Ramesh Yadav (AR) appeared on behalf of the promoter and stated that the zoning plan for the project was submitted well within time in the registry of the Authority vide receipt No. 48931 dated 09.02.2023 and a copy of the

same was handed over during the course of hearing. It was seen that the compliances have been made. However, the submission of service plans and estimates was delayed by 8 days.

6. The Authority was still in the process of framing guidelines/Regulation to deal with cases of delayed compliance and it was decided that the above matter shall be dealt according to the decision of the Authority in this regard. Till then, the proceedings were kept pending and the matter was fixed for next date of hearing on 23.11.2023. On 23.11.2023, the matter was adjourned to 29.02.2024 and further to 22.03.2024.

7. The Authority decided in its meeting dated 01.01.2024 that the compliances by the promoters must be made without fail within the timeline of conditional registration failing which the BG/ security be forfeited and further action be initiated as per the provisions of the Act of 2016.

8. On 22.03.2024, None has appeared on the behalf of the promoter.

9. In view of the fact that the promoter had failed to submit the approval of service plans and estimates within the specified timeline of three months as per conditions of the registration certificate no. 674/406/2023/18 dated 23.01.2023, the security deposited by the promoter in lieu of the timely submission of the above approval was forfeited and the matter was disposed of. Accordingly, a detailed order dated 03.04.2024 for forfeiture of the security amount deposited on account of timely submission of service plans & estimates was issued.

10. Thereafter, the promoter again requested for refund of the security amount deposited for service plans & estimates submission vide application dated 04.04.2024 and the request was declined by the Authority vide letter dated 28.05.2024.

11. Subsequently, being aggrieved by the order dated 03.04.2024, the promoter filed an appeal no. 436 of 2024 against the order dated 03.04.2024 passed by the Authority. The said appeal was disposed of by the Hon'ble Haryana Real Estate Appellate Tribunal, Chandigarh (hereinafter referred to as 'Hon'ble Appellate Tribunal') vide order dated 05.12.2025 whereby Hon'ble Appellate Tribunal had remitted the matter to the Authority for decision afresh after affording opportunity of hearing.

The relevant paras of the order dated 05.12.2025 are reproduced below for ready reference:

> *"...*
> *11. The justification for forfeiture of bank guarantee would in each case. In case facts and circumstances of a given case demand that such extreme measure must be taken, it would necessarily require opportunity of hearing of the affected party. It is well settled that principles of natural justice are to be read into every statute. Needless to say, such opportunity has to be granted by a duly empowered forum. Such orders cannot be passed by any official of a quasi-judicial body in a casual manner. All facts and circumstances of the vase and reasons for forfeiture must be contained in the order itself. The practice of explaining the grounds for forfeiture in the affidavit is legally unsustainable.*
> *12. In view of the observations made above, this Bench deems it fit to remit the matter to the Authority to consider the matter afresh after opportunity of hearing to the parties. It shall pass a fresh order at the earliest, in any case, not later than three months after such opportunity and perusal of the entire record.*
> *...."*

12. In view of the aforesaid order dated 05.12.2025 passed by the Hon'ble Appellate Tribunal, a notice dated 28.01.2026 was sent to the promoter with an opportunity of hearing on 02.02.2026 for hearing afresh the Suo-moto case bearing no. 2896-2023.

13. On 02.02.2026, Sh. Ritik Kumar (Advocate) appeared on behalf of the promoter and expressed his unawareness of the facts of the case. He further requested for an adjournment stating that the Senior Counsel is indisposed and further requested for two weeks' time. In the interest of justice and reasonable opportunity, one last and final opportunity was granted to the promoter to appear and present their case. It was made clear that in case the promoter fails to appear or respond on the next date of hearing, the matter shall be decided based on the facts and record available with the Authority without affording any further opportunity of hearing in view of order passed by the Hon'ble Appellate Tribunal and the matter was adjourned to 16.02.2026. On 16.02.2026, the matter was adjourned to 18.02.2026.

14. On 18.02.2026, Sh. Mayank Singh (Advocate) and Sh. Vikas Gond (AR) appeared on behalf of the promoter and stated that the grant of approval of service plans and estimates was delayed due to reasons beyond the control of the promoter and in this regard, a detailed reply stating the facts of the case was filed on 16.02.2026. Arguments were heard at length and order was reserved.

15. The gist of the written submissions dated 16.02.2026 filed by the Respondent-Promoter, are as follows:

(i) The promoter had applied for the service plan estimates to the HSVP dated 10.01.2023 which was almost 3 months before the expiry for the submission of the approved service plans and estimates before the RERA Authority, Gurugram which was due dated i.e. 23.04.2023. The said service plan. estimated was thereafter approved and forwarded by the HSVP to the Directorate of Town and Country Planning, Chandigarh (hereinafter referred to as 'DTCP') dated 08.02.2023.

(ii) Further to which, the DTCP department requested the promoter for the IDW bank guarantee amounting to Rs. 112.21 lacs and the same was submitted by the promoter to the DTCP vide BG dated 15.04.2023 without any delay.

(iii) In completing the necessary documentations, the promoter submitted the IDW bank guarantee dated 15.04.2023 which is almost 10 days prior to the expiry of the deemed date of submission before the Ld. RERA, Gurugram.

(iv) On perusal of the above-mentioned facts and circumstances, the promoter was well within the time frame for depositing the service estimates before the Ld. RERA, Gurugram within or on dated 23.04.2023 as the Appellant submitted their initial documents with the department almost 3 months prior to filing. The delay or any latches on part of the departments whose day-to-day affairs are in no control in any manner of the promoter cannot be attributed upon the promoter.

(v) In consequence of the said delay of 8 days in filing the services plan and estimates, the Ld. RERA vide order dated 03.04.2024 forfeited the security amount of Rs. 25 lacs without giving proper hearing and appreciating the arguments made by the promoter before the Ld. RERA, Gurugram during the course of proceedings.

(vi) In response to the impugned order dated Gurugram, the promoter filed an application for condoning the said delay in filing the service plan and estimates before the Ld. RERA, Gurugram. The promoter brought to the notice of the Ld. RERA, Authority that the said delay in filing the documents before the latter was on account of the delay and latches in the procedural work of the HSVP and DTCP. However, the Ld. RERA, Gurugram failed to appreciate

the submissions and request for condoning the delay in filing the documents made by the promoter and failed to appreciate the fact that the procedural process was not in hands of the promoter.

(vii) The promoter's condonation application dated 20.04.2023 explicitly flagged these state-induced delays, yet the impugned order ignored them, forfeiting 25 lakhs mechanically. Such technical forfeiture for an 8-days delay-amid proactive filings and DDJAY license compliances violates proportionality under Section 59 and Section 4(2)(1)(D).

(viii) Absent any allottee prejudice with zero bookings or marketing undertaken pre-service plans, no complaints filed under Section 31-forfeiture of 25 lakhs is grossly arbitrary and disproportionate. The project, Flora Avenue 88A (10.625 acres, DDJAY plotted colony), remains in pre-launch stage post-licenses, with no public funds collected or promises made sans approvals, negating any Section 4(2)(1)(D) penal intent. As such RERA penalties must be "reasonably commensurate," excusing technical delays where no third-party harm occurs precisely here, where the 8-days harmed none.

(ix) Further, the Haryana Real Estate Appellate Tribunal's partial allowance and remand in Appeal No. 436/2024 operates under the doctrine of merger (Section 43(5)), binding this Hon'ble Authority to re-adjudicate afresh, judiciously condone the token delay, and release the BG forthwith. Non-compliance perpetuates breaches of natural justice under Section 35. The Respondent thus craves mandatory relief to uphold RERA's object-promoter accountability sans technical overkill.

(x) It is pertinent to mention that while adjudicating the suo moto complaint, that the 8-day delay in submitting service plans/estimates was neither intentional nor deliberate, but solely attributable to procedural delays by HSVP/DTCP despite promoter's proactive filings such non-application of mind ignores bona fide intent under Section 59 proviso, warranting condonation.

(xi) In view of the above submissions, facts, and annexed documents, it is prayed that the Authority may Comply with the Haryana Real Estate Appellate Tribunal's remand order in Appeal No. 436/2024 by adjudicating afresh post-hearing and Condone the 8-day technical delay in service plans submission, attributable to DTCP and dismiss the suo moto complaint, quash the order dated 03.04.2024, and direct immediate release of the ₹25 lakhs bank guarantee with 8% p.a. interest from deposit date.

Findings of the Authority

16. The Authority has carefully considered the record of the case, the submissions made by the Respondent–Promoter, the documents placed on record, and the directions

issued by the Hon'ble Haryana Real Estate Appellate Tribunal vide order dated 05.12.2025 in Appeal No. 436 of 2024.

17. The Authority observes that as per Sections 3 and 4 of the Act read with Rules 3 and 4 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as 'the Rules'), a promoter is mandatorily required to obtain registration and furnish all requisite approvals and documents before advertising, marketing, or selling any real estate project. In the aforesaid context, the grant of conditional registration is a facilitative measure intended to prevent undue hindrance to the timely development of the real estate project arising from the pendency of negotiable approvals. Such conditional registration constitutes an exception permitted to balance the requirement of statutory compliance with the practical necessity of allowing the promoter to commence project-related activities without avoidable delay. However, the promoter, while availing the benefit of such conditional registration, remains bound by a strict obligation to secure and furnish the pending approvals within the stipulated period, failing which the security amounts deposited through demand drafts/bank guarantee are liable to be forfeited in terms of the conditions of registration. This mechanism ensures that regulatory compliance is duly enforced while simultaneously safeguarding the timely execution of real estate projects.

18. The Authority observes that the record unequivocally establishes that the Promoter, with full knowledge that the approved service plans and estimates were not available at the time of consideration of its application, consciously and voluntarily requested grant of conditional registration. At the time of the issuance of the Registration Certificate, the Promoter, in order to secure registration of the project, deposited the requisite Security Amount on 27.10.2022 as an assurance for timely submission of the approved service plans and estimates. The said deposit was made to demonstrate bonafides despite admitted deficiencies. The Promoter had expressly undertaken to obtain and submit service plans and estimates within a period of three months from the date of issuance of the Registration Certificate and accepted the conditional registration with open eyes and without protest. Having voluntarily sought conditional registration and furnished the Security

Amount as a solemn assurance of compliance, the Promoter is now estopped from assailing the very conditions which it had itself requested and agreed to abide by.

19. The Authority further observes that registration certificate itself recorded that any DDs deposited for non-submission of the specified approvals within the stipulated time would stand forfeited in favour of the Authority. The Authority decided to grant the registration on 23.01.2023 subject to the submission of the approved service plans and estimates within 3 months from the date of grant of registration failing which the BG/DD is liable to be forfeited. The forfeiture clause was expressly incorporated in the registration certificate under clause "(G) COMPLIANCES TO BE MADE BY THE PROMOTER" and was brought to the Promoter's notice at the time of grant of conditional registration. There is therefore both procedural fairness as well as substantive consent by the Promoter to the consequence of non-compliance. Further, the forfeiture clause in the event of non-compliance was expressly incorporated in the Registration Certificate itself and was neither ambiguous nor hidden and the Promoter accepted the Registration Certificate without protest, objection, or reservation and further deposited the security amount of Rs. 25,00,000/- in compliance with the said condition even prior to the grant of registration. Having thus knowingly and willingly accepted the benefit of conditional registration, the Promoter is estopped in law from challenging or resiling from the consequences flowing from non-compliance of the very conditions on which the benefit was granted. The Promoter cannot be permitted to approbate the registration while reprobating the conditions attached thereto. It is a settled principle of law that a party who accepts a conditional benefit cannot subsequently approbate and reprobate. The Promoter cannot be permitted to enjoy the advantages of registration when it suited its commercial interests and, upon failure to fulfil the condition within the stipulated time, question the very mechanism to which it had earlier consented and requesting the release of the security deposit despite the delay in obtaining the requisite approval.

20. On perusal of the record of the Authority and the documents placed on record by the Respondent-Promoter, the following facts emerge:

(i) Registration Certificate No. 18 of 2023 was granted to the Promoter, M/s GCC Infra on 23.01.2023 with a condition to submit the Zoning Plan and Service Plans and Estimates approval within three months. Accordingly, the due date for submission of the Zoning Plan and Service Plans and Estimates approval before the Authority was 23.04.2023.

(ii) It is observed from the record that the Respondent-Promoter had obtained the Zoning Plan vide DTCP memo no. LC-1644/PA(DK)/2023/3753 dated 08.02.2023, which is well within the stipulated time period mentioned in the conditions of the registration certificate.

(iii) It is further observed from the record that the Respondent-Promoter had applied for grant of Service Plans and Estimates to HSVP, vide application dated 10.01.2023, as per the submissions made by the promoter.

(iv) Thereafter, the bank guarantee of Rs. 112.21 lakhs was immediately sought by the DTCP vide memo no. LC-4672-B/JE(SB)2023 dated 14.03.2023.

(v) The promoter submitted the above amount of Rs. 112.21 lakhs in form of bank guarantee to the DTCP vide BG no. 191GT02231050006 dated 15.04.2023.

(vi) The final approval of Service Plans and Estimates was issued by the DTCP vide memo no. LC-4672-B/JE(SB)/2023/12397 dated 01.05.2023 which is after a delay of 8 days from the prescribe time allowed in the registration certificate i.e., 23.04.2023.

21. It is pertinent to mention here that although the application for approval of service plans and estimates was submitted on 10.01.2023, the competent authority, i.e., DTCP, Haryana, vide communication dated 14.03.2023, specifically required the Promoter to furnish a Bank Guarantee of Rs. 112.21 lakhs immediately to enable processing of the approval. However, the Promoter failed to comply with the said requirement and, by its own admission, furnished the Bank Guarantee only on 15.04.2023, after an inordinate and unexplained delay of around 32 days. It is settled principle of law that no one can take advantage of its own wrong. It is further evident that upon submission of the requisite Bank Guarantee, the concerned department acted with due promptitude and approved the service plans and

estimates on 01.05.2023 i.e., within 16 days of furnishing the said Bank Guarantee. The sequence of events clearly establishes that the delay was entirely attributable to the Promoter's own inaction and negligence, and not to any alleged lapse on the part of the authorities.

Decision of the Authority

22. In view of the foregoing discussion and the reasons explained above, Authority hereby directs that the security amount of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) deposited by the Respondent-Promoter for ensuring timely submission of the service plans and estimates shall be forfeited.
23. The matter stands disposed of accordingly.
24. File be consigned to the record.

Date: 09.06.2026

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram