



HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

Mini Secretariat (2nd and 3rd Floor), Sector-1, Panchkula.

Telephone No: 0172-2584232, 2585232

E-mail: officer.rera.hry@gmail.com, hrerapl-hry@gov.in

Website: www.haryanarera.gov.in

Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 10.12.2025.

Item No. 307.09

Submission of documents in compliance of special conditions.

Promoter: RPS INFRASTRUCTURE LTD.

Project: "RPS INFINIA 12th AVENUE-PHASE II & III" – forming part of an IT Park having an FAR of 39297.97 sq. mtrs. situated in Sector 27 C, Faridabad.

Reg. No.: HRERA-PKL-FBD-772-2025 dated 09.10.2025 valid upto 31.03.2029.

Temp ID: 1708-2025.

1. The Authority on 09.10.2025 had registered the above project alongwith the following special conditions: -

- a. *The promoter shall submit the details of the 100% Master Account, 70% Escrow Account and the 30% Free Account within a period of 30 days from the issuance of this registration certificate, till which time no unit/apartments shall be sold. The Promoter is also directed to issue a public notice of size 3 x 3 (inches) (in two newspapers including one in Hindi widely circulated in the area) indicating all three accounts i.e., 100%, 70% and 30% account under intimation to the Authority by submitting a copy of the original publication. No RERA account shall be subsequently changed by the promoter without prior permission of the Authority.*
- b. *Promoter shall submit a copy of service plans/estimates to the Authority within two weeks after their approval by Town & Country Planning Department.*
- c. *Promoter shall also submit a copy of NOC/Clearance as per provisions of notification dated 14.09.2006 issued by MOEF, Govt. of India (if applicable) before execution of development works at site.*
- d. *Promoter shall intimate to the Authority before taking any loan/financial assistance from any Bank/Financial Institution against the said registered project and thereafter all the instalments of the loan received, shall be credited into the 70% RERA Bank Account.*



- e. Promoter shall be responsible for the maintenance and upkeep of services of the project up to a period of five years from the date of grant of completion certificate or till the taking over of the maintenance of the project by the association of allottees.
- f. That the promoter shall submit a joint undertaking within a period of 30 days from the issuance of this registration certificate affirming that both the landowner/licencees and developer shall be jointly and severally liable under the provisions of RERA Act/Rules.
- g. That as per NOC from Phoenix ARC Pvt Ltd., after the execution of registered agreement by the promoter in favour of any allottee(s) for sale of any apartment, plot or building, as the case may be on which charge/ mortgage has been created by the Borrower in favour of Lenders, then such apartment, plot or building as the case may be, will not be part of mortgage or charge subject to receipt of entire sale consideration from the buyer/allottee(s) for such apartment, plot or building, as the case may be in RERA Escrow Accounts.
- h. That as per the following shareholding between the licence companies Shivalik Global Ltd. and Gandhar Exports Ltd. in the collaboration agreements, the promoter cannot sell the area falling to the share of licencees companies and will submit a list of units/apartments falling to the share of the companies, within a period of 30 days.

	Gross sale proceeds/area of project shall be shared in following ratio:		Unsold area available at the end of the project or earlier with the mutual consent shall be shared in the following ratio:	
	Landowner	Developer	Landowner	Developer
IT Park	44%	56%	45%	55%
Commercial complex	41%	59%	42%	58%

- i. No advertisement/public notice be issued through any medium without affixing the QR code issued by the Authority. The QR code should also be affixed on all the documents forming part of public domain including agreement to sell/allotment letter, pamphlets, brochures or any other literature published by the promoter.
2. Now, the promoter vide letter dated 13.11.2025, in compliance of the special conditions imposed in the registration certificate has submitted the following documents: -
- Copy of newspapers mentioning the 3 bank accounts, duly published in 2 newspapers.
 - Service plan estimates are currently under preparation, upon completion, the same will be submitted to the Authority without delay.
 - Requirement of NOC/clearance from MOEF Shall be carried out by the company under specified norms and conditions.
 - The promoter has confirmed that in case of loan requirement and financial assistance from any bank and financial institution, all the instalments of the received loan shall be credited into the 70% RERA Bank Account.
 - The promoter has confirmed that it shall be responsible for the maintenance and upkeep of services of the project up to a period of five years from the date of



grant of completion certificate or till the taking over of the maintenance of the project by the association of allottees.

- vi) As per condition no. vi, the promoter was required to submit a joint undertaking within a period of 30 days from the issuance of this registration certificate affirming that both the landowner/ licencees and developer shall be jointly and severally liable under the provisions of RERA Act/Rules. Now, the promoter has submitted an affidavit mentioning that since the promoter has fully complied with all financial and non-financial obligations as per the Settlement Deeds dated 13.10.2022, the licensee companies have no subsisting claim, lien, or entitlement in the IT Park Project / IT Park Project Land. However, the affidavit is neither signed by the landowner nor does it comply with the special condition imposed by the Authority affirming that both the landowner/ licencees and developer shall be jointly and severally liable under the provisions of RERA Act/Rules.
- vii) Lastly, the promoter has submitted the same reasoning as mentioned above in compliance of the special condition no. viii of the RC.

3. The collaboration agreements between the companies i.e., Shivalik Global Ltd. and Gandhar Exports Ltd mentioned the following consideration model between the parties :-

	Gross sale proceeds/area of project shall be shared in following ratio:		Unsold area available at the end of the project or earlier with the mutual consent shall be shared in the following ratio:	
	Landowner	Developer	Landowner	Developer
IT Park	44%	56%	45%	55%
Commercial complex	41%	59%	42%	58%

On the basis of above consideration model, a special condition was imposed on the promoter that it shall submit a joint undertaking within a period of 30 days from the issuance of this registration certificate affirming that both the landowner/licencees and developer shall be jointly and severally liable under the provisions of RERA Act/Rules. Further, a condition was imposed that as per the above shareholding between the licensee companies Shivalik Global Ltd. and Gandhar Exports Ltd. in the collaboration agreements, the promoter cannot sell the area falling to the share of licensee companies and will submit a list of units/apartments falling to the share of the companies, within a period of 30 days. Now, the promoter has informed that as per the Settlement Deeds dated 13.10.2022, the promoter has fully complied with all financial and non-financial obligations and the licensee companies have no subsisting claim, lien, or entitlement in the IT Park Project / IT Park Project Land.



4. After Consideration, the Authority is of the view that special conditions no. (vi) and (viii) imposed in the registration certificate have still not been complied with, therefore the promoter is directed to comply with the same.

5. Adjourned to 04.03.2026.



True copy

Executive Director,
HRERA, Panchkula

A copy of the above is forwarded to CTP, HRERA Panchkula, for information and taking further action in the matter.

STP

39/01

LA (Shubham) (on leave)

LA
12/01/26