



**HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.**

Mini Secretariat (2<sup>nd</sup> and 3<sup>rd</sup> Floor), Sector-I, Panchkula.

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Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 04.02.2026.

**Item No. 312.28**

**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.**

**Present: Sh. Rajesh Khushwaha on behalf of promoter.**

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

- i) *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.*
- ii) *Promoter shall submit a copy of service plans/estimates to the Authority within two weeks after their approval by Town & Country Planning Department.*
- iii) *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.*
- iv) *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 installments of the loan received, shall be credited into the 70% RERA Bank Account.*



- v) 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.
- vi) 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.
- vii) 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.
- viii) That as per the following shareholding between the licencee companies Shivalik Global Ltd. and Gandhar Exports Ltd. in the collaboration agreements, the promoter cannot sell the area falling to the share of licencee 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%

- ix) 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. The promoter vide letter dated 13.11.2025, has submitted compliance of the special conditions imposed in the registration certificate which was considered by the Authority in its meeting held on 10.12.2025 and it was observed that special conditions no. (vi) and (viii) imposed in the registration certificate have still not been complied with, therefore the promoter was directed to comply with the same. The matter was adjourned to 04.03.2026.

3. Vide letter dated 13.11.2025, the promoter has submitted the public notice, as outlined in the certificate, duly published in two newspapers and circulated accordingly: -

Head	Account Number	Bank name
Master Collection Account (100%)	57500001485610	HDFC BANK
RERA Account (70%)	57500001487681	
Current Account (30%)	57500001485600	



4. Vide another letter dated 20.01.2026, the promoter with regard to the observations of Authority dated 10.12.2025 has mentioned that due to inadvertence, relevant clauses of the Settlement Deed dated 13.10.2022 executed between the Landowner Licensees and the Promoter/Applicant have escaped the attention of this Authority while passing the impugned order dated 10.12.2025. It is submitted that, as per the Settlement Deed dated 13.10.2022 executed separately with each of the landowners/licensees, especially by virtue of clause nos. 1, 16, 17 and 18 (in case of STL Global Ltd.) and clause nos. 1, 15, 16 and 17 (in case of Reckon Industries Ltd.) thereof, all issues and claims of landowners have been fully and finally settled and paid to them, and they are left with no right or interest in the Project. Copies of settlement deeds are enclosed as Annexure.

5. An additional affidavit has also been submitted by the promoter on 20.01.2026 mentioning therein that Initially the Collaboration Agreement was executed between the landowners' licensees and the Promoter on **22.05.2007**, and the same was superseded by the execution of Supplementary Collaboration Agreement dated **23.05.2007**. As per the terms of collaboration the absolute liability and obligations pertaining to the project was of the Promoter. The same were superseded by the execution of Supplementary Collaboration Agreement dated 23.05.2007 in respect of the Project, pursuant to which all the liabilities, responsibilities and obligations arising out of or relating to the Project including but not limited to the development, execution, statutory compliances, marketing and completion obligations of the Project were contractually vested exclusively with the Developer/Promoter and have at all times been complied solely by the Developer. That pursuant to the said Collaboration Agreements, the License was granted by the DTCP, Haryana with Promoter as the registered Developer therein. All the requisite statutory compliances under the License, including the bilateral agreements, LC-IV and furnishing of requisite Bank Guarantees have been submitted and executed solely by the Developer with the Government. That the Occupation Certificate for approximately 70% (Seventy Percent) Project has already been granted by the competent authority and conveyance deeds/registrations in respect of the said portion are being executed in favour of the respective allottees. That all the liabilities and obligations of the Developer under the respective collaboration Agreements, supplementary Collaboration Agreement and /or any other subsequent arrangements/agreements/deeds, were finally settled vide Settlement Deed dated 13.10.2022 executed between the respective Landowners/Licensees and the Developer. Pursuant to the said Settlement Deed, all financial obligations payable by the Developer to the Landowners have been fully and finally



discharged, and no dues or claims of any nature whatsoever remain outstanding towards the Landowners and they are left with no right or interest in the Project.

That the Developer/Promoter further undertakes and confirms that liability, claims or obligation towards the Landowners/Licensees, if any arising in future shall be borne and discharged exclusively by the Developer/Promoter from its 30% share, personal funds or any other account of the Developer/Promoter, and no liability whatsoever shall be discharged or recovered from the 70% revenue account. That the Developer further undertakes and confirms that any present or future liability, claim, demand, cost, penalty or obligation arising out of or in connection with the Project shall be borne and discharged exclusively by the Developer/Promoter. That the delay in grant of Final RERA registration is causing hardship and inconvenience to the allottees and delay in permissible construction activities and consequent delay and adverse impact in timely delivery of the Project.

That since all payments obligations towards the Landowners/Licensees have been complied with and Landowners have no subsisting role, liability or obligation in respect of the Project as stated above and in view of the detailed undertakings already submitted and on record, in this regard, the Developer/Promoter respectfully prays that this Authority may graciously be pleased to accept the Undertakings 'as-is' submitted by the Developer/Promoter before this Hon'ble Authority; and Final RERA Registration be granted for the Project "RPS INFANIA 12" AVENUE - PHASE II & II", at the earliest, in the interest of the Project and the allottees.

6. The promoter vide another letter dated 20.01.2026 has submitted request for early hearing of the agenda since the issues involved are urgent in nature and require expeditious consideration by the Authority.

7. After consideration, the Authority decides to take on record the documents submitted by the promoter and special condition no.i, vi and viii are hereby considered to as compiled. Addendum with regard to bank accounts details be issued. Disposed of.

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.

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