



HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

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Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 24.09.2025.

Item No. 300.03

(xi) **Promoter: RPS Infrastructure Limited.**

Project : "RPS INFINIA 12th AVENUE-PHASE II & III" having an FAR of 39297.97 sq mtrs. in IT Park being developed over an area measuring 7.587 acres situated in Sector 27 C, Faridabad.

Temp ID : RERA-PKL-1708-2025

Present: Sh. Rakesh Gupta (Director) alongwith Sh. Rajesh Khushwaha on behalf of promoter.

1. This application is for registration of the project namely; "RPS INFINIA 12th AVENUE-PHASE II & III" bearing License No. 19 of 2010 dated 10.03.2010 valid upto 09.03.2029 granted by Town and Country Planning Department, Haryana in favour of Shivalik Global Ltd, Gandhar Exports Ltd in collaboration with RPS Infrastructure Limited.

2. The application was examined and following observations were conveyed to the promoter on 17.09.2025:

- i. Specifications of construction under Part H is not specific.
- ii. Details of projects launched by the promoter in last 5 years have been mentioned as Nil, however, the promoter has got almost 7 projects registered with HRERA Panchkula.
- iii. Date of completion in REP I (31.03.2029) and REP II (28.01.2030) is varying.
- iv. Clause 21 of the Collaboration agreements state that interest free Security Deposit paid by the developer to landowner would be recovered by taking 10% (Ten percent) of owner's share of the sales collections from Escrow Account by the Second Party till the same is fully adjusted. However, escrow account is meant for the development of the project only. This needs to be reconciled.



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- v. Financial capability of the promoter company showing the net worth of the company be submitted. It should reflect as to how the promoter will develop the project and from where the funds will be arranged.
- vi. REP II shows that land is free from all encumbrances however, no default certificate from CA shows that the company has availed loan facility against the said land from Phoenix ARC Pvt. Ltd. of Rs 75 crores and an ECLGS facility of Rs 8 crores. This should be reconciled.
- vii. An NOC from the bank is required that once the entire sale proceeds of the unit is deposited by the buyer in the escrow account, the lender shall release its charge/mortgage on such unit.
- viii. Payment plan submitted at page 382 is not as per RERA Act and rules framed thereunder.
- ix. The promoter has submitted copies of provisional building plans approved only for the purpose of inviting objections from the general public. Final approval letter be submitted.
- x. Since the building plans have been revised, the promoter should submit consent to 2/3rd of the existing allottees.
- xi. Registration fee is deficit by Rs. 83,867/-
- xii. List of Professionals engaged by the Promoter to execute the development works alongwith their experience and qualifications be submitted.
- xiii. Ownership documents of the proposed project be submitted.
- xiv. An undertaking from the promoter be sought that both the promoter and the licensee/landowners shall be jointly and severally liable under the provisions of the RERA Act/Rules.
- xv. A joint undertaking needs to be submitted that the share of the landowner/licensees shall be paid from the 30% free account.
- xvi. The difference of areas be explained where Occupation certificate has been granted by DTCP, Haryana and the plan where phasing has been approved.
- xvii. The REP I should show the FAR to be registered rather than the area as it is a Group Housing Project.
- xviii. An amount of Rs 12 lakhs is outstanding/yet to be paid by the promoter in suo motu cases.

3. The promoter vide replies dated 19.09.2025 and 24.09.2025 has complied with the observations mentioned above.

4. After consideration, the Authority found the project fit for registration subject to 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 flats/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 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 flats/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

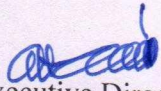


sell/allotment letter, pamphlets, brochures or any other literature published by the promoter.

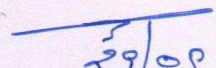
5. The office is directed to get the necessary corrections done in REP-I as per reply dated 19.09.2025.
6. Disposed of. File be consigned to record room after issuance of registration certificate.

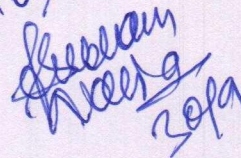


True copy


Executive Director,
HRERA, Panchkula

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


29/09

L.A. Shubham

2024