

THE RAJASTHAN REAL ESTATE REGULATORY AUTHORITY,
JAIPUR

Suo Motu

Versus

K.D. Developers

...Respondent

**File No. F.15 (326) RJ/RERA/C/2024
(RAJ-RERA-Suo Motu-2026-77)**

Present

Smt. Veenu Gupta, Hon'ble Chairperson

- (1) Shri Surendra Prasad Meena, Assistant Director (Prosecution),
on behalf of the Authority
- (2) Adv Mitesh Rathore and Adv Bhupendra Bhardwaj, present on
behalf of the respondent

Date of Order: 14.09.2026

ORDER

1. The present suo motu proceedings arise out of a complaint regarding construction and sale of a multi-storey residential project namely "99 Avenue", situated at B-99-A, Surya Marg, Tilak Nagar, Jaipur, without obtaining registration under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act").

2. The proceedings originated from a complaint wherein it was alleged that the respondent, K.D. Developers, was developing 12 flat units at the aforesaid project and had commenced the booking process without obtaining registration under the Act. It was further alleged that the requisite permissions from the Jaipur Development Authority and other competent authorities had not been obtained.

3. Upon examination of the complaint, a show-cause notice dated 12.09.2024 was issued under Section 3 read with Section 59 of the Act, calling upon the noticee to show cause for failure to register the project “99 Avenue” and for imposition of penalty under Section 59(1) for violation of Section 3 of the Act. An interim direction was also issued under Section 36 of the Act restraining further booking, sale or purchase in the project until further orders.

4. During the pendency of the proceedings, pursuant to the directions of the Authority dated 12.03.2025, a site inspection was conducted and the inspection report dated 05.05.2025 recorded that the project was under construction, comprising a basement, ground floor and six additional floors, with the structural framework complete and interior and exterior development work continuing. The project was found to comprise approximately 970 square metres and 12 residential units and was recorded as unregistered. The inspection further brought on record the involvement of Siddharth Landmark LLP in the development of the project and identified Shri Brajesh Saxena as its landowner.

5. In view of the aforesaid material, the Authority directed issuance of notice to Siddharth Landmark LLP through its partner Shri Nischal Bhandari and to Shri Brajesh Saxena, being one of the landowners of

the project. Thereafter, directions were also issued to the IG, Registration and Stamps and the concerned Sub-Registrar not to register any further sale deed in respect of the project.

6. Subsequently, notice was issued to Shri Kunal Daga, being another landowner of the project. Shri Kunal Daga and Shri Brajesh Saxena, despite repeated directions to appear before the Authority, did not appear on the dates fixed. Consequently, a notice dated 08.06.2026 was issued calling upon them to show cause as to why warrants of arrest should not be issued on account of their non-appearance. Thereafter, they appeared before the Authority and participated in the proceedings.

7. Shri Nischal Bhandari, while disputing his impleadment, submitted that he had no independent role in the development of the project and that his involvement, if any, was limited to construction-related work in the capacity of a contractor. He contended that he had neither exercised any managerial or decision-making authority nor acted as a promoter, agent or beneficiary of the project. He further denied having any role in obtaining permissions, undertaking legal or regulatory compliances, or otherwise dealing with the project in a capacity which could attract liability under the Act.

8. Shri Kunal Daga disputed his connection with the project and submitted that he had no legal, financial, managerial or operational interest therein. He denied having any role in the development or construction of the project or in its management, marketing, sale or other dealings with the prospective purchasers. On this basis, he sought dropping of the proceedings against him.

9. Shri Brajesh Saxena, on the other hand, did not dispute his status as the landowner and admitted having entered into the Development Agreement dated 08.02.2023 with Siddharth Landmark LLP. His defence was that, under the said arrangement, the responsibility for obtaining approvals and permissions and for undertaking construction and other development activities had been placed upon the developer. He accordingly contended that his role was confined to that of a landowner and that he had not participated in its management, promotion, marketing or day-to-day affairs. He therefore sought to distinguish his contractual interest in the property from the statutory responsibility for development of the project.

10. The Authority has carefully considered the material available on record.

11. The Development Agreement dated 08.02.2023 expressly identifies Shri Brajesh Saxena as the First Party/Landowner and Siddharth Landmark LLP, through its partners Shri Nischal Bhandari and Shri Pradeep Moolrajani, as the Second Party/Developer. The Agreement relates to the development of the southern portion of Plot No. B-99, Tilak Nagar, Jaipur, for construction of a multi-storeyed residential building.

12. The Agreement records that Siddharth Landmark LLP undertook the development and construction of the project, with the constructed flats to be divided between the developer and the landowner. It further assigns responsibility for sale of all flats to the developer. The Agreement thus establishes the respective roles of Siddharth Landmark LLP and Shri Brajesh Saxena in the development of the project and their continuing interests therein.

13. The aforesaid material clearly establishes that Siddharth Landmark LLP was the developer of the project and had undertaken its development and construction. The inspection report also records the involvement of the LLP in the ongoing development of the project. The LLP was, therefore, responsible for undertaking the project in compliance with the statutory requirements of the Act, including the requirement of obtaining registration under Section 3 thereof.

14. So far as Shri Brajesh Saxena is concerned, his contention that he was merely a landowner cannot be accepted in the circumstances of the present case. He was a party to the Development Agreement pursuant to which the project was undertaken and retained a 58.33% share in the flats to be constructed on his property. He thus had a continuing proprietary in the development of the project. The contractual allocation of particular development responsibilities to the developer cannot, by itself, absolve the landowner from the statutory obligations arising under the Act in respect of the project.

15. At the same time, no material has been placed on record establishing any role of Shri Kunal Daga in the development arrangement, construction or sale of the project. His mere identification as a landowner, in the absence of material establishing his participation in or nexus with the development of the project, is not sufficient to fasten liability upon him in the present proceedings. The proceedings against Shri Kunal Daga are, therefore, liable to be dropped.

16. The proceedings were initially instituted on the basis of the complaint against K.D. Developers. However, the subsequent material, including the site inspection report and the Development Agreement, identifies Siddharth Landmark LLP as the developer

undertaking the development of the project. No material has been placed on record establishing any continuing role of K.D. Developers in the development or sale of the project. The liability for the violation is, therefore, required to be determined on the basis of the material subsequently brought on record.

17. The violation in the present case cannot be treated as a mere technical or inadvertent lapse. The project was under active development and comprised 12 residential units, despite the statutory requirement of registration. The continued development of the project without registration establishes a wilful contravention of Section 3 of the Act.

18. In view of the foregoing discussion, this Authority holds that Siddharth Landmark LLP, as the developer responsible for undertaking the construction and development of the project, and Shri Brajesh Saxena, as the landowner and participant in the development arrangement having a substantive share in the constructed project, cannot escape the requirement of registration under Section 3 of the Act. The project “99 Avenue” was undertaken without obtaining the requisite registration, thereby constituting a contravention of Section 3, attracting penalty under Section 59 of the Act.

19. Accordingly, taking into consideration the material available on record, the following directions are issued:

19.1. Siddharth Landmark LLP, being the developer, and Shri Brajesh Saxena, being the landowner, are held to have contravened Section 3 read with Section 59 of the Act and accordingly, shall each pay a penalty of ₹1,00,000/- (Rupees One Lakh only) under Section 59 of the Act.

19.2. The proceedings against Shri Kunal Daga are hereby dropped, there being no sufficient material on record to establish his role or involvement in the development of the project.

19.3. The respondents shall apply for registration of the aforesaid project with the Authority within 45 days from the date of this order and comply with all requisite statutory formalities in accordance with the Act and the rules and regulations framed thereunder.

20. The respondents concerned shall comply with the aforesaid directions in accordance with law.

(Veenu Gupta)
Chairperson

All the corrections, if any, have been made and the uploaded judgment/order is correct version of the original”

Hari Kishan Saini, Private Secretary