



ADJUDICATING OFFICER
CHHATTISGARH REAL ESTATE REGULATORY AUTHORITY RAIPUR

Case Number- EXE-M-PRO-2018-00096

Las Vista Residents Welfare Society

Through its President, Mr. Kirti Vyas,
S/o. Late Shri N.P. Vyas, age 58 years,
VIP Road, Amlidih, Raipur- 492006 (C.G.)

.....COMPLAINANT

VERSUS

1- Amrit Homes Private Limited

Through its Director, Shri Pritpal Singh Bindra,
R/o. Flat no. 101, Block No. 8, Ashoka Ratna
Apartment, Khamardih, Raipur (C.G.)

2- M. Ahuja Project (India) Private Limited,

Through its Director Mahendra Ahuja,
R/o. Sai Kunj, Shri Kali Mata Mandir Road,
Civil Lines, Raipur (C.G.)

3- Raghu Ventures Private Limited

Through its Director, Shri P. Adarsh,
R/o. 42/245, Near CSEB Office,
Civil Lines, Raipur (C.G.)

4- Shri Vamsi Pericherla

R/o. 42/245, Near CSEB Office,
Civil Lines, Raipur (C.G.)

.....RESPONDENT(S)

HEARING THROUGH VIDEO CONFRENCING

ORDER
(06-10-2022)

1. This order will dispose off application/complaint filed on 16-08-2021 by the complaint/application seeking execution of order dated 06-06-2019 passed by Hon'ble RERA Authority in case number M-PRO-2018-00096.

2. Brief contentions of complainant/applicant are that Hon'ble Authority in complaint No. M-PRO-2018-00096 vide order dated 06-06-2019 had directed the Respondents to transfer the corpus fund to complainant/applicant society within two months of passing of order. The Hon'ble Authority had also passed a direction that complainant/applicant would maintain the project from date of transfer of corpus fund to its account. Complainant/applicant society further submitted that respondents here in had unsuccessfully challenged the order of Hon'ble Authority in appeal and Hon'ble High Court had agreed with order of this Authority and upheld the decisions passed by it. Respondents in complete contravention of order of Hon'ble Authority, are neither transferring corpus fund to complainant, nor maintaining the society. Hon'ble Authority vide order date 12-05-2020 in M-EXE-2019-00824 directed respondents to pay Rs. 4,69,20,000 which was inclusive only of refund of corpus fund and amount towards completion of left over works in individual, houses/villas amount toward completion of incomplete common area facilities and amount spent towards maintenance of society by applicant herein. Complainant/applicant further contended that since respondents are not maintaining the society even after express direction of Hon'ble Authority, the complainant/applicant are constrained to maintain society on their own for which they are incurring huge expenses approximate Rs.5,5000/- on monthly basis. Therefore complainant/applicant filed this instant execution application seeking a limited relief to direct the respondents to make payment of total amount of Rs. 1,43,00,000/- for the expenses incurred by complainant/applicant towards the maintenance of housing project from 06-06-2019 to 06-08-2021 i.e. for 26 months.

3. The relevant facts and contentions of the reply filed by respondent no.1 to deal and decide the issue involved in instant case are that respondent no.1 beside denying the contentions of complainant/applicant vehemently, specifically submitted that the relief prayed for by the applicant/complainant is for modification of order which is not permissible under RERA act. Hon'ble Authority vide order dated 12-05-2020 held that total amount of Rs. 3,16,70,000/- under various head along with Rs. 1,52,50,000/- against corpus fund shall be payable to the complainant within 15 days of said order, failing which it has also been directed to issue RRC for the recovery of aforesaid amount inter alia a penalty of Rs. 500 has also been imposed on per day basis from 06-08-2019 till recovery and the same has to be recovered by means of issuing the RRC. Hon'ble Authority out of total estimated amount i.e. Rs. 3,16,70,000/- has determined Rs. 31,65,000/- as the estimated cost of maintenance related work. In compliance of order dated 12-05-2020 the RRC had already been issued for recovery of the amount of Rs. 31,65,000/-, which is under the process and all the amount are to be now recovered through said RRC only. Respondent no.1 further averred that if the complainant/applicant was dissatisfied/aggrieved by order dated 12-05-2020 the complainant/applicant should have challenged the said order before the competent tribunal as per the provision and process laid down in RERA Act. Executing court/officer cannot go beyond the directions/decrees/order passed by the concerned court/Authority. Adjudicating officer has to execute the order dated 12-05-2020 as it is, as passed in its original form by Hon'ble Authority. Respondent no.1 further submitted that till order dated 12-05-2020 the entire maintenance of the society were borne by respondent no.1 exclusively and denied that

complainant has paid any such amount out of its own pocket to the maintenance of society from 06-06-2019 to 06-08-2021(for 26 month) at the rate of Rs. 5,50,000/- per month. In light of facts and circumstances adumbrated above respondent no.1 requested that instant application/complaint, not being maintainable, deserve to be dismissed with heavy cost. Both the parties have submitted affidavits in support of their version. Rest of the respondents have not submitted their reply.

4. To decide the instant complaint/application it will be apt to consider following points: -
 - i. Whether instant complaint/application is maintainable under the provision of RERA act?
 - ii. Whether respondent no.1 has complied the order dated 06-06-2019, of Hon'ble RERA Authority, passed in complaint case no. M-PRO-2018-00096? If not consequences there of?
5. **Point No.(i):** - Before considering this point it will be appropriate to quote the relevant section 47 of C.P.C. which reads "All questions arising between the parties to the suit in which the decree was passed, or their, representatives, and relating to the execution, discharge or satisfaction of the decree, shall be determined by the Court executing the decree and not by a separate suit." From careful and closed perusal of statutory provision it is quite clear that section 47 confer exclusive jurisdiction on the court executing decree once suit is decreed i.e. executing court should alone determine all the questions related to execution, complete discharge or satisfaction of decree. However the executing court cannot go behind decree but section 47 of C.P.C. cast duty upon the executing court to interpret the decree/order with view to find out and ascertain the meaning

of the term used. By virtue of aforesaid provision of law this executing forum is under the obligation to determine and decide the question related to complete satisfaction or discharge of order dated 06-06-2019 passed in complaint case no. M-PRO-2018-00096, as the instant complaint/application relates to complete discharge or satisfaction of said order. Therefore this forum has a jurisdiction and power to entertain and decide the instant complaint/application, consequently instant complaint/application is lawfully maintainable.

6. **Point No. (ii)** :- In order to appreciate the rival contention raised at par on this point it is necessary to set out the relevant provision under section 11 (4)(D) of RERA act which reads :- “The promoter shall be responsible for providing and maintaining the essential services on reasonable charges till the taking over of maintenance of project by association of allottees.” Present is an application assailing that respondents has not complied order dated 06-06-2019 i.e. respondent no.1 in complete contravention of order of Hon’ble RERA Authority neither transferred the corpus fund nor maintaining housing society. It has been admitted by respondent no.1 that till order dated 12-05-2020 the entire maintenance were being born by him. It is further conceded by respondent no.1 that Hon’ble RERA Authority vide order dated 12-05-2020 passed in execution case no. M-EXE-2019-00824 has determined estimated cost of total amount of Rs. 3,16,70,000/- under various head and directed to pay to complainant said amount along with corpus amount of Rs. 1,52,50,000/-. In compliance of said order R.R.C. has been already issued and under process and same is to be recovered only by means of R.R.C.

7. For better appreciation of controversy it is appropriate to reproduce the order dated 06-06-2019 passed by Hon'ble RERA Authority in original case no. M-PRO-2018-00096 which reads as under "अनावेदक क्र.-1 द्वारा कार्पस फण्ड की राशि रूपये 1,52,50,000/- आवेदक सोसायटी को आगामी दो माह के भीतर हस्तांतरित कर दी जाए। इस राशि के हस्तान्तरण के दिनांक से ही कॉलोनी के समस्त रख-रखाव की जिम्मेदारी आवेदक सोसायटी की हो जायेगी। आवेदक सोसायटी को शेष रह गये सभी आबंटितियों से किस प्रकार कार्पस फण्ड की वसूली करना है, इसका उल्लेख विचारणीय बिन्दु क्रमांक-3 में विस्तार से दिया गया है।"

8. The order dated 12-05-2020 passed by Hon'ble RERA Authority in execution case no. M-EXE-2019-00824 reads as under "अनावेदक क्र.1 आवेदक को रूपये (3,16,70,000+1,52,50,000)=4,69,20,000/- की राशि 15 दिवस के भीतर भुगतान करना सुनिश्चित करे। यदि अनावेदक क्र.1 द्वारा उक्त राशि निर्धारित समयावधि में जमा नहीं की जाती तो RRC के माध्यम से वसूली किये जाने हेतु कलेक्टर जिला रायपुर (छ.ग.) को लेख किया जावे।"

"प्राधिकरण के आदेश का पालन नहीं किये जाने के कारण अनावेदक क्र.1 पर दिनांक 06.08.2019 से वसूली तिथि तक रूपये 500/- प्रतिदिवस की शास्ति अधिरोपित की जाती है। उपरोक्त राशि शास्ति हेतु चिन्हांकित मद में जमा करायी जावे। यह राशि भी RRC के माध्यम से वसूली किये जाने हेतु कलेक्टर जिला रायपुर (छ.ग.) का लेख किया जावे।"

9. On bare perusal of order dated 06-06-2019 it makes it clear that entire responsibility of maintaining housing project will lie upon Las Vista Residents Welfare Society the day society receive corpus fund meaning there by that respondent no.1 is duty bound to maintain the society so long as he retains and hold corpus fund. The burden to establish that

corpus fund of Rs. 1,52,50,999/- stand transferred to complainant/applicant lies upon the respondent no.1. Though the RRC has been issued for the recovery of corpus fund but it has not been averted or established by the respondent no.1 that the corpus fund is or has been actually transferred or handed over to complainant/applicant. Therefore respondent no.1 is under the obligation to maintain the society till the complainant/applicant receive the corpus fund. Mere issuance of RRC does not absolve the respondent no.1 from his liability to maintain the society as order dated 06-06-2019 categorically directs the respondent no.1 to pay corpus fund within the two month and liability to maintain the housing project shall lie upon the applicant/complainant society **only** from the day and point of time complainant/applicant receive entire corpus fund. It is immaterial what is mode of transferring the corpus fund to complainant/applicant housing society i.e. either willful transfer of corpus fund by the respondent no.1 to complainant/applicant society or its recovery by procedure as laid down under the law like sale, attachment, arrest and detention or by RRC.

10. On the perusal of record it is abundantly clear that respondent no.1 has not transferred the corpus fund so far and at the same time nor maintaining the housing project, under such compelling circumstances the complainant/applicant society is being forced to carry out the duties of respondent no.1. It is pertinent to mention here that maintenance of civil common amenities of any housing colony can not be differed or kept in abeyance till the liability of its payment is fixed for or decided. In such scenario members of Las Vista Residents Welfare Society has left with no option but to maintain the housing colony from their own resources/fund. In view of principle of **quasi contract**

complainant/applicant is entitled to get refund of the expenses incurred towards the maintenance of Las Vista Housing project.

11. Respondent no.1 objected that Hon'ble Authority by its order dated 12-05-2020 in execution case has modified its earlier order dated 06-06-2019 passed in the original case for which RRC has been issued therefore complainant/applicant society is not entitled for claim of maintenance. In this context it is relevant to mention that said contention is misconceived and misconstrued as both the order are on different count and the instant complaint/application is filed for the execution of order dated 06-06-2019 passed in original case which is independent of order passed later on i.e. on 12-05-2020. More over this forum is not entitled to go behind the order passed by RERA Authority in this execution proceeding.
12. Respondent no.1 further objected on the ground that he has stopped the maintenance of society from 01-06-2020 on words there after complainant/applicant society might be incurring maintenance expenditure for which Hon'ble RERA Authority vide its order dated 12-05-2020 has fixed amount of Rs. 31,65,000/- and for the recovery of said amount RRC has been issued which his under process. Therefore complainant/applicant society is not entitled for any maintainable cost as applied for. On perusal of record it is clear that Hon'ble Authority vide order dated 12-05-2020 evaluated total amount of Rs. 3,16,70,000/- payable under various head towards the completion of left over works in Las Vista Resident welfare society. Therefore it is quite vivid that the estimated amount for the maintenance related work i.e. Rs. 31,65,000/-, so determined by Hon'ble Authority, only pertains to the amount required for completion of uncompleted construction work and not for future

recurring maintenance expenditure. Hence objection raised is not sustainable.

13. The respondent no.1 further objected on the ground that order dated 12-05-2020 has not been challenged before any competent Tribunal or court by complainant/applicant till date more than one year and five month from the passing of said order. It is relevant to mention here that instant complaint/application is an application for execution of order dated 06-06-2019 not the complaint/application challenging the order dated 06-06-2019 or 12-05-2020. The instant application has been filed within period of limitation, therefore the objection so raised by respondent no.1 being baseless, not tenable.
14. The respondent no.1 in his written argument objected that Las Vista Resident welfare society is a society Registered under Chhattisgarh society registration act 1973. Such society is not entitled to file any complaint under provision of RERA act as the object mentioned under clause (i) to (xii) of section 2 of act do not provide for society to be formed or constituted by the residents of any real estate project for maintenance of common area amenities, facilities or services is such project. Only the registered co-operative society can file complaint against the promoter under provision of RERA act. It is relevant to mention here that Hon'ble Authority after due consideration and upon merit has categorically order to transfer the corpus fund to existing society. Now raising such objection on this count before this forum is of no relevance as this forum is having limited jurisdiction and being executing forum can not go behind the order of RERA Authority.

15. Respondent no.1 further objected on the ground that this forum is functioning as executing court and it is the settled principle of law that executing court/officer can not go beyond order passed by Hon'ble Authority, hence the executing court has to execute the order dated 12-05-2020 as it is as passed in its original form. In this regard the Hon'ble Supreme court in case of **Bhavan V Aaja and ors. Vs. Solanki Hanuja Khodaji (1973) 2 SCC 40**, has held that “ it is true that an executing court cannot go behind the decree under execution. But that does not mean that it has no duty to find out the true effect of that decree. For construing a decree it can and in appropriate cases, it ought to take into consideration the pleadings as well as the proceedings leading up to the decree. In order to find out the meaning of the words employed in a decree the court often has to ascertain the circumstances under which those words came to be used. That is the plain duty of the execution court and if that court fails to discharge that duty it has plainly failed to exercise the jurisdiction vested in it. The jurisdiction of execution court does not begin an end with merely looking at the decree as it is finally drafted.” In view of observation of Hon'ble Supreme court objection raised by respondent no.1 is insignificant and not sustainable. Respondent no.1 has relied upon the judgement of Hon'ble Supreme court, state of Punjab and others Vs. Krishan Dayal Sharma AIR 1990 SC 2177, 1990 Lab1C 1871 which does not support his version as it is not applicable to fact and circumstances of case.

16. Taking into totality of rival submissions and fact and circumstances it will lead to conclusion that respondent no.1 has not complied the order dated 06-06-2019 passed in case no. M-PRO-2018-00096 by Hon'ble RERA Authority and applicant is entitled to recover and refund the

expenses incurred by complaint/application society towards the maintenance.

17. Now the question arises that how much amount is to be paid or required to be paid, on count of expenses incurred by complainant/applicant society towards the maintenance of Las Vista housing project. The complainant/applicant society in its complaint/application mentioned that they are paying approximate approximate amount of Rs. 5,50,000/- on monthly bases and claimed said monthly amount for the period of 26 month i.e. form 06-06-2019 to 06-08-2021 i.e. total amount of Rs. 1,43,00,000/-. However on 15-03-2022 Mr. Pramil Sagar, president of Las Vista Resident Welfare Society filed an affidavit in support of the expenses on the society towards the maintenance of housing project and stated that expenditure incurred by the applicant association towards the maintenance amount to Rs. 1,08,22,370/- for period march 2020 to December 2021.
18. Later on, on 25 august 2022 Mr. Rajiv Lochan Tiwari authorized representative of Las Vista Resident Welfare Society filed an affidavit stating that total expenses incurred by the society for the period March 2020 to December 2021 amounts to Rs. 49,06,608/- towards maintenance of housing project. Per contra respondent no.1 submitted that from April 2018 to May 2020 i.e. till the order dated 12-05-2020 passed by hon'ble Authority maintenance expenses were borne by respondent no.1 exclusively. In support of his version respondent no.1 filed is affidavit and also annexed the certificate issued by C.A. Mr. Naveen Vattani, M/s SDND & Associated Chartered Accountants.

19. Affidavit of Mr. Rajiv Lochan Tiwari and Mr. Pramil Sagar, reflects the discrepancy regarding the amount of expenses incurred towards maintenance of housing project. However in instant complaint/application the applicant/complainant society claimed total amount of 1,43,00,000/- for period of 26 month from 06-06-2019 to 06-08-2021 which is again deferent from the amount mention in affidavits. Therefore it will be in the fitness of think to determine the expenses incurred on account of maintenance of society of the basis of authenticated bills, invoices, cash memos and the vouchers submitted by complainant/applicant which comes to Rs. 41,24,254/- as scheduled below :-

Camera rent charges

1. Graphene Technology cash receipt of amount Rs. 12,000/- (05-11-2020)
2. Graphene Technology cash receipt of amount Rs. 12,000/- (09-12-2020)
3. Graphene Technology cash receipt of amount Rs. 12,000/- (11-01-2021)
4. Graphene Technology cash receipt of amount Rs. 12,000/- (09-02-2021)
5. Graphene Technology cash receipt of amount Rs. 12,000/- (09-03-2021)
6. Graphene Technology cash receipt of amount Rs. 12,000/- (05-04-2021)
7. Graphene Technology cash receipt of amount Rs. 12,000/- (05-05-2021)
8. Graphene Technology cash receipt of amount Rs. 12,000/- (11-06-2021)
9. Graphene Technology cash receipt of amount Rs. 12,000/- (08-07-2021)
10. Camera cable repairing voucher of amount Rs. 4,000/- (12-03-2021)

Total Amount = Rs. 1,12,000/-

Garden Expenses

1. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-04-2020)
2. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-05-2020)
3. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-06-2020)
4. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-07-2020)

5. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-08-2020)
6. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-09-2020)
7. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-10-2020)
8. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-12-2020)
9. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-01-2021)
10. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-02-2021)
11. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-04-2021)
12. Narayan Dhiwar invoice of amount Rs. 30,000/- (01-05-2021)

Total Amount = Rs. 3,60,000/-

Swimming Pool Expenses

1. Shiv Dayal Lilhare invoice of amount Rs. 24,000/- (10-04-2020)
2. Shiv Dayal Lilhare invoice of amount Rs. 24,000/- (03-06-2020)
3. Shiv Dayal Lilhare invoice of amount Rs. 24,000/- (01-07-2020)
4. Shiv Dayal Lilhare invoice of amount Rs. 24,000/- (01-02-2020)
5. Shiv Dayal Lilhare invoice of amount Rs. 7,680/- (10-03-2021)
6. Dileshwari Lilhare invoice of amount Rs. 15,000/- (02-04-2021)
7. Dileshwari Lilhare invoice of amount Rs. 12,666/- (18-03-2021)

Total Amount = Rs. 1,31,346/-

Boom Barrier Expenses

1. Graphene Technology cash receipt of amount Rs. 10,000/- (05-09-2020)
2. Graphene Technology cash receipt of amount Rs. 10,000/- (05-10-2020)
3. Graphene Technology cash receipt of amount Rs. 10,000/- (05-11-2020)
4. Graphene Technology cash receipt of amount Rs. 10,000/- (09-12-2020)
5. Graphene Technology cash receipt of amount Rs. 10,000/- (11-01-2021)
6. Graphene Technology cash receipt of amount Rs. 10,000/- (09-03-2021)
7. Vinay Kumar kori cash receipt of amount Rs. 10,000/- (05-04-2021)
8. Graphene Technology cash receipt of amount Rs. 10,000/- (11-06-2021)
9. Vinay Kumar kori cash receipt of amount Rs. 10,000/- (08-07-2021)
10. Vinay Kumar kori cash receipt of amount Rs. 10,000/- (05-05-2021)

11. Vinay Kumar kori cash receipt of amount Rs. 10,000/- (12-08-2021)
12. Vinay kumar kori cash receipt of amount Rs. 10,000/- (04-02-2022)

Total Amount = Rs. 1,20,000/-

House Keeping Services Expenses

1. SAM Enterprises tax invoice of amount Rs. 73,000/- (31-07-2020)
2. SAM Enterprises tax invoice of amount Rs. 73,000/- (03-06-2020)
3. SAM Enterprises tax invoice of amount Rs. 73,000/- (30-05-2020)
4. SAM Enterprises tax invoice of amount Rs. 28,000/- (30-09-2020)
5. SAM Enterprises tax invoice of amount Rs. 73,000/- (30-04-2020)
6. SAM Enterprises tax invoice of amount Rs. 73,000/- (31-08-2020)
7. SAM Enterprises tax invoice of amount Rs. 27,322/- (31-10-2020)
8. SAM Enterprises tax invoice of amount Rs. 28,000/- (30-11-2020)
9. SAM Enterprises tax invoice of amount Rs. 27,097/- (31-12-2020)
10. SAM Enterprises tax invoice of amount Rs. 28,000/- (31-01-2021)
11. SAM Enterprises tax invoice of amount Rs. 26,420/- (31-03-2021)
12. SAM Enterprises tax invoice of amount Rs. 27,533/- (03-04-2021)

Total Amount = Rs. 5,57,372/-

Electricity Expenses

1. CSPDCL bill of amount Rs. 94,960/- (07-09-2020)
2. CSPDCL bill of amount Rs. 3,66,060/- (07-09-2020)
3. CSPDCL bill of amount Rs. 12,190/- (07-09-2020)
4. CSPDCL bill of amount Rs. 18,740/- (07-11-2020)
5. CSPDCL bill of amount Rs. 1,27,430/- (07-11-2020)
6. CSPDCL bill of amount Rs. 1,02,050/- (07-11-2020)
7. CSPDCL bill of amount Rs. 29,870/- (09-12-2020)
8. CSPDCL bill of amount Rs. 55,940/- (08-12-2020)
9. CSPDCL bill of amount Rs. 9,130/- (09-12-2020)
10. CSPDCL bill of amount Rs. 68,750/- (08-01-2021)
11. CSPDCL bill of amount Rs. 30,480/- (08-01-2021)
12. CSPDCL bill of amount Rs. 10,820/- (08-01-2021)

13. CSPDCL bill of amount Rs. 58,350/- (07-02-2021)
14. CSPDCL bill of amount Rs. 32,300/- (07-02-2021)
15. CSPDCL bill of amount Rs. 10,220/- (07-02-2021)

Total Amount = Rs. 10,27,290/-

Security Services Expenses

1. Commando security services invoice of amount Rs. 1,74,338/- (01-05-2020)
2. Commando security services invoice of amount Rs. 1,77,652/- (01-06-2020)
3. Commando security services invoice of amount Rs. 1,68,870/- (01-07-2020)
4. Commando security services invoice of amount Rs. 1,31,536/- (01-08-2020)
5. Commando security services invoice of amount Rs. 1,27,856/- (01-09-2020)
6. Commando security services invoice of amount Rs. 1,23,912/- (01-10-2020)
7. Commando security services invoice of amount Rs. 1,23,976/- (02-11-2020)
8. Commando security services invoice of amount Rs. 1,18,483/- (04-12-2020)
9. Commando security services invoice of amount Rs. 1,19,440/- (02-01-2021)
10. FSS Group security services invoice of amount Rs. 72,903/- (01-02-2021)
11. FSS Group security services invoice of amount Rs. 1,22,580/- (01-04-2021)
12. FSS Group security services invoice of amount Rs. 1,20,700/- (01-05-2021)

Total Amount = Rs. 15,82,246/-

Mosquito Control Treatment Expenses

1. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (07-12-2020)
2. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (Oct. 2020)
3. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (07-01-2021)
4. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (May 2021)
5. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (May 2021)
6. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (June 2021)
7. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (7-07-2021)
8. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (15-08-2021)
9. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (15-09-2021)
10. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (15-10-2021)

11. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (15-11-2021)

12. Sanjay Toranmal Cash receipt of amount Rs. 19,500/- (15-12-2021)

Total Amount = Rs. 2,34,000/-

20. Rest of the vouchers, bills, cash memos, invoices are unauthenticated hence not being taken on account in determination of total expenses incurred towards the maintenance. Thus applicant/complainant has established that society is entitled to amount of Rs. 41,24,254/- for the maintenance of Las Vista Residents Welfare society. Resultantly instant application/complainant is partially allowed to above effect.

21. With the above this instant application/complainant stand disposed off.

Raipur

Dated: 06-10-2022

Sd/-
(Deepa Katare)
Adjudicating Officer
Real Estate Regulatory Authority
Chhattisgarh Raipur