**Accounts for the year 2023-2024.**

1. The accounts for the year 2023-2024 was presented at the AGM of the Society held on 30th September 2024. The notice in the issuing AGM was sent earlier and the member had pointed out several discrepancies in the account circulated. The accounts that were circulated with the notice were entirely different then, the draft put up at the meeting of the Managing Committee for approval of the accounts, when the accounts for the year 2023-2024 were taken up at the AGM. The discrepancies which were earlier made on 17th September, 2024 were put up before the office bearer’s society. The office bearers objected to the said objections raised by the member and said that they were time barred. The member informed that, the Mail was sent within the stipulated time as prescribed in the notice of the AGM.
2. The objections raised by the members were then taken up and each and every objection was not explained in great detail by the member. The office bearer i.e. honours of the Chairman, honour of the Secretary and honour of the Treasuries were in no position to reply to the queries raised by the member. The meeting was therefore, urgent for rectification of the accounts for the year 2023.2024.
3. Similar objections were also put up by the member for the accounts for the year 2022-2023 wherein the office bearers had made fictitious and fabricated entries in these accounts and the Secretary as per the Secretary’s instructions, figures pertaining to the accounts for the year 2015-2016 were erroneously and patently illegally carried forward to the accounts for the year 2022-2023. It may be noted here that, the accounts for the years 2015-2016 were not approved by the members at the General Body Meeting and hence cannot be considered as the final figures. Moreover, the society was itself dissolved in February, 2016 by virtue of the order of the Hon’ble Supreme Court of India. Therefore, carrying on forward the figure of the year 2015-2016 itself is illegal and can be considered a criminal offence. Moreover, after the society was dissolved as per the order of the Hon’ble Supreme Court of India in February, 2016, a new society was from in the year 2018 and if at all those needed to be carried forward. It should have been carried forward in the accounts for the year 2018-2019 onwards up to 2021-2022. No such action has been taken and the Honorary Secretary at his own whims and fancies has made the fictitious entries and the same being made at the behest of some third party cannot be ruled out. The objections for the accounts for the year 2022-2023 were also put up at the respective AGM and by force, the same was construed to be approved subject to receiving legal opinion on the fictitious and fabricated entries made in that order. No cognizance has been taken for the objections for the accounts for the year 2022-2023 which were on record and the present office bearers continued with the same.
4. When this point was raised at the AGM to consider the accounts for the year 2023-2024, the Honorary Secretary informed that they had obtained legal opinion and there was no change and hence the account for the year 2022-2023 are assumed to be approved by the General Body. However, when the member insisted issuing the legal opinion in writing the Honorary Secretary did not produce any such legal opinion and orally informed that, they are adopting the accounts since no changes are required to be made. At that point of time, the concern member raised his objections on the same and inform the Honorary Secretary to record the dissent and the objections for the approval of the accounts for the year 2022-2023.
5. Notice dated 15.10.2022, calling the meeting for adoption of the accounts for the year 2023-2024 were circulated by the Secretary on 16th October, 2024. No rectified accounts were attached to the notice and the accounts were circulated much later i.e. around 23.10.2024 and the date of the rectified accounts was 21st October, 2024 hence, the meeting called vide notice dated 15.10.2024 bad in law and illegal and hence therefore, the accounts for the year 2023-2024 cannot be assumed as approved by the General Body. These facts were raised at the AGM on 30-31, October, 2024 and it was pointed out by the member that this meeting itself is illegal and cannot be conducted further. However, the Chairman insisted that since, the minutes of the previous AGM’s preceded, the agenda for the accounts, the same could be discussed and approved. Therefore, the minutes for the 6th AGM was discussed and the necessary changes made and was approved. The draft minutes of the 7th AGM were then placed and there were several discrepancies in the draft minutes and hence they were to be modified as discussed. The draft minutes of the urgent 7th AGM required significant corrections and the members present were informed that they will carry out the correction as marked in the draft minutes and hence, the members present should approve. However, since, the accounts and other issues were more important these minutes remain to be approved and hence cannot be considered as approved.
6. The office bearers have requested the member concern to at least show what the discrepancies are in the accounts other than the meeting being illegal. Once again significantly, it was pointed out that the corrections carried out were patently illegal and only with a view to retain the fictitious and fabricated profit figure of the society for which the return had been filed before the approval of the accounts by the General Body only with the illegal motive and defrauding the Government and claiming the TDS available in the income and expenditure account a sum of approximately Rs. 2,70,00,000/- is returned of with the explanation given by the Honorary Secretary that thearhe party is not treasurable and hence there was no point in showing that as a liability and hence by such a right back, it was to be considered at the profit. However, this entry itself was a false, bogus, fictitious and fabricated entry in the expenditure account a sum of Rs. 15,00,000/- was shown as outstanding payable during the year 2023-2024. It therefore, is proved beyond any reasonable doubt that the office bearers have misguided the members and colluded and conspired to fabricate the accounts to should their convenience and the possibility of misappropriation of funds can also not be ruled out. Since, such irregularities were brought before the office bearers and the members present among whom where the other Managing Committee Members. The accounts were not approved and the Chairman did not even if the courage to adjourn the meeting. It can therefore, be construed that the meeting was adjourned sine die.
7. After not receive any communication for holding of the AGM for approval of the accounts for the year 2023-2024 and hence it can be safely assumed that the accounts for the year 2023-2024 have not been approved. In case, the office bearers have surreptitiously called the meeting without circulating the notice of the meeting for adoption of the form 2023-2024. The said meeting is also illegal and bad in law, the draft minutes of the adjourn 7th AGM held on 30-31st October, 2024 were also not received and it can be assumed that since, the said member had pointed out that the meeting is bad in law patently illegal and not maintainable and hence the draft minutes have not been circulated. Alternatively, if this Honorary Secretary has indeed called for a meeting and surreptitiously without informing the concern member and have got the accounts approved and have even circulated the draft minutes to other members without the knowledge of the concern member. The same is to be construed as a fraud and is liable for both criminal and civil action.

**Meetings of the Managing Committee**

1. I am a duly elected member of the Manging Committee and was elected vide order dated 11.11.2022 subsequently, I have made it the point to attain all the meetings of the Managing Committee till October, 2024 accept one managing wherein I had submitted my application for leave of action. However since, the office bearers were patently engaged in illegal acts by passing all provisions of the Acts and Rules and even the byelaws. The Honorary Secretary held on \_\_\_\_\_\_ despite attending the meeting of the Managing Committee till the same was concluded with and what of times prevented me from signing attendance register. Purely because, I was not accepting their patently illegal actions and opposed the same true and nail. This was also put on record to the office bearers and the copy of the same was submitted to the appropriate competent authority.

1. Thereafter from November, 2024, I am not aware whether any Managing Committee meeting has taken place and the monthly accounts were put before the Managing Committee Member. Despite being an elected member, I have not received any notice calling of the Managing Committee meetings nor the monthly expenses nor any intimation for any business carried out by the office bearers without calling the Managing Committee meeting and taking the approval of the member of the Managing Committee. I once again reiterated that, I have not received any notice calling the meeting of the Managing Committee from November, 2024 onwards till the last meeting which I assumed but do not admit that was held on 18th July, 2025. I have not acknowledged receipt of any notice of the Managing Committee meetings and if at a later date, the same are produced they will be considered as forced and fabricated and will be liable to criminal action for cheating, criminal conspiracy, fraudery. The Honorary Secretary very boldly said that, I am raising too many objections on the working of the office bearers and that I should without any objections accept toe their line and be a part of the wrong and patently illegal action of the office bearers. The office bearers do not want any Managing Committee Member to oppose their patently illegal actions and hence any Manging Committee Member who opposes such action is considered and enemy. Once again, I reiterate that, I had not received any notice for meetings of the Managing Committee after November, 2024 and if any meeting has indeed taken place without my attendance or my knowledge. The same is not accepted by me unless and until I expressly consent to any such action. All actions taken by the office bearers without sending notice of the Managing Committee meetings to me are considered by me as patently illegal bad law and not maintainable. I do not and will not accept any such decision of the office bearers for which I have not been consulted.

**Repairs**

1. The building of the society is merely 15 years old and demanded extensive repairs. Accordingly, the Managing Committee unanimously appointed M/s. Riya Consultant Pvt. Ltd. as the consultant to survey the building for its constructions and report the same giving details of the entire structural repairs to be carried out so that the building could last another 15 years. Accordingly. M/s. Riya Consultant Pvt. Ltd. submitted their detail report dated 15.03.2023 giving a complete detail of the areas to be repaired including the structural repairs like beams, columns, etc. A detail cost sheet Section wise was attached to the report and the total project cost was estimated to be around 2.50 crores. The actual estimate for the building overall including painting, waterproof, etc. was total into Rs. 2.23 crores. Series of discussions were held with the consultant and Committee after discussions approve the report and requested the consultant to call for tenders for carrying out necessary repairs including the structural repairs like beams, columns, etc. A total of 9 tenderers were received and after shortlisting the technical and commercial evaluations, 3 tenderers were shortlisted from the 9 tenderers. Out of the 3 tenderers, 2 tenderers finally were called for final negotiations before awarding of the tender. Pursuant to the final negotiations, the Committee awarded the tender to M/s. S.A. Constructions. The special general meeting of the society was called on 28th April, 2024 and the members were appraised of the impeding repairs and the cost of the repairs. The members were also appraised as to how the society proposes to found the project and carry out the repairs and how an onward basis the members will have to contribute to such repairs. The tender for the structural repairs and the other repairs was accepted by the members and the work as specified in the tender was appraised by the members of the General Body presented the meeting. Accordingly, a draft was prepared and circulated to the Manging Committee Members as to how it is proposed to go forward with the repairs. After the meeting was over the office bearers made and outside that all the work to be carried out as per the tender which included beams, columns in the respective flats and in the garages of the members who own the garages and since that has already been included under the tender cost. The same was put up on the WhatsApp Group of the members of the Managing Committee. The said was accepted by other members of the Manging Committee. Pursuant to this Honorary Secretary Treasurer devises his own formula in total contravention of the approval of the General Body and the initial communication to the other Manging Committee Members that the society should pay only for the external repairs and cost of the external repairs of the beams and columns of the beams borne by the members themselves. The Honorary Treasurer with a view to save a 500/- rupees of his own contribution floated this idea and the members were them informed that the cost for internal repairs of the beams and columns have to be borne by the member themselves. It is a well settled principle that the beams, columns and other RCC structures are the responsibility of the building and the society and is therefore, liable to pay the entire cost for the structural repairs like beams, columns, etc and which also included cement, concrete, chhajjas. However, the Honorary Treasures overriding all provisions struck to this formula an imposed himself upon this formula so that he may not have to bear cost. Accordingly, after these discussions the letter of appointment was given to M/s. SA Construction on 10th May, 2024 in accordance with the recommendation and cost parameters as per the report of M/s. Riya Consultants Pvt. Ltd.
2. The repair work commenced and which initially was very slow, subsequently gathered some space and the work was started from the eastern side of the building which is the rare side of the building. During the repairs, it was noticed that the beams and columns needed extensive repairs both external and internal of the flat owners and also in the common staircase area of the building. The work was being carried out under the supervision of the engineers appointed by the consultant and was being done in a phased manner. While, the reinforcement of the columns and beams from the external side it became absolutely necessary that the columns and the beams would require complete recasting by way of jacketing. It was very clear that the members affected by way of collateral damage to walls at the time of recasting beams and columns would have bear the cost of such collateral damage and which was agreed upon by the members at the SGM held on 28th July, 2024. Once, the work of recasting of beams and columns of the flats was completed and the work finalized, the contractor raised bills on the members for 50% of the cost of repairs of beams and columns which is totally illegal. It is the responsibility of the society to ensure the safety and security of the building and its members and cost for such extensive structural repairs should be borne by the society themselves. The members are already paying the contribution for such repairs and therefore, putting on additional burden for paying the cost of the structural repairs is arbitrary. The Honorary Secretary should take full responsibility for deciding such a patently illegal method of collecting money. Further, after the work structural work which has been completed the remaining repair works are not being carrying out at the instruction of the Honorary Secretary as he says “I should be spent money let it be as it is” therefore, whatever civil work has already been completed and the final repairs is still pending.
3. The office bearers once again called a special general body meeting to affairs the members of the formula that the members will not only have to pay the contribution of the common repairs of the building but also have to bear 15% cost of the structural repairs ensure premises and the members will have to undertake repairs of the collateral damage at their own cost. In the said meeting, the Honorary Treasurer also forcibly pushed his idea that separate repair bills will be raised for the members owning the garages and when the bills were raised, they were at the same rate which was being charged to flat members. The Honorary Treasurer also insisted that the garages owners will have to get the structural repairs do not in the garages at their own cost. Which actually amounts to a position where a member owned a garage is paying three times for the same work to simplify the member is paying the bill raised for the common repairs of the building separate bills as common repair charges is also being raised on the flat owners owning garages and it has been informed to the garage owners that they have to repair it at their own cost. The garage owner will also have to spend money to get the structural repairs do not ensure garage. This anomaly has to be removed as one member cannot be paying three times for the same repairs.
4. After the work comments and it came to the notice of the office bearers that there is significant and substantial structural damage which also includes the plaster. The office bearers unilaterally to started reducing the scope of work thereby putting into the work which has already been carried out and still to be carried out. The office bearers on their own started giving individual instructions to the contractors to reduce the work and even the work and even the which is absolutely necessary is being disregarded. Further, the office bearers instead of appointing other committee members to oversee and supervise the work are appointing people who are not in the Managing Committee and some members and some people who are not even members of the society and some member who is a heavy defaulter and has not paid their dues for last few years. Such people in order to reduce some costs are unilaterally without informing the office bearers or other members are giving individual instructions to the contractor. Overall, the office bearers are not in co-ordination amongst themselves but even with the people they have appointed to oversee and supervise the repairs.
5. Most of the repair work carried out so far remains incomplete and the office bearers despite collecting the contribution are resisting the completion of repairs. Further, at the time of awarding the tender, the work was to be completed within a time frame of 16 months, but it is not almost 15 months from the date of commencement of work and still even 50% of the work is not competed.

**Illegal transfer of lands**

1. The Honorary Chairman and the Honorary Secretary are violating all the provisions and Rules of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Act and carrying out patently illegal transferred of lands to highlight the same a couple of people have been made members of the society without even the nomination form being on record. When the same is objected the Honorary Chairman informs that the dissent will be noted and he is using his power and authority as the Honorary Chairman to transfer the flats. It is not clear whether, the documents required for transfer of the flat are submitted and any documents now produce will not be binding and will be considered antedated. In fact, the Honorary Secretary has even tempered with the files and has supplied copies of documents from the records of the society. Such records are even being notarized as true copy by the person making the application for the transfer despite the person not holding any copies. This is highlighted since, the legitimate transfer of members are being rejected on the grounds which are illegal and under the pretext of obtaining legal opinions are delaying the matters. Further, despite advising to appoint a senior lawyer to scrutinize the documents for transfer and approves the same. The Honorary Secretary on his own accord has appointed somebody who is submitting his legal opinion based on the requirement of the Honorary Secretary. Only those documents are being provided to the lawyer for which the Honorary Secretary wants a favourable report and no file or any other documents are being provided to the Advocate for giving a true and correct report. This point has been highlighted at a couple of meetings with the Advocate appointed by the society and he has very categorically said that, he can give an opinion only on the basis of the documents provided to him. It is therefore that, the mercy of the Honorary Secretary that they are several transfers pending before the Committee and only when the Honorary Secretary is interested to approve the transfer. There are 5 cases of transfer which have been pending for 2 years and the transfers which can be considered illegal are clear and transfer in 2 months. This clear shows the mala fide intentions of the Honorary Secretary. The details of the file are as under:
2. Even though, there is no provision in the law and its Rules or even in the adopted of the society. The Honorary Chairman Clause SGM and rights his own Rules and based on that illegally transfers of lands when question as to how and on what basis, the same is being proposed, it was informed that they have obtained legal opinion and on the basis of the legal opinion, they are taking the steps. The Honorary Chairman and the Honorary Secretary are asked to produce such written opinion of the lawyer, the Honorary Secretary does not produce the same and says that “I have ready as it is okay”. All material and vital information is being deliberately suppressed by the office bearers from even the Managing Committee members with mala fide intentions and taking actions surreptitiously to favour their own. In short, the Honorary Secretary behest as it, he has sole proprietor and owner of the society and works on his own accord.

**Repairs**

1. Substantiate amounts of contribution has been collected by raising the bills and no particulars are being provided to any member as to how and on what basis, they have prepared the bills. When the same are questioned this is we are not supposed to give the details. At the time of making every payment, a letter has been enclosed with the cheque seeking details of how the amount has been worked out and after persistent prodding the Honorary Secretary has furnished a statement for 4 – 5 bills together but without specified as to how the same has been worked out. Separate bills have already been raised on the members who are owning garages and it has time and again brought to their notice that the bill is contrary to the approvals given and thus, the bill raised are illegal, bad in law and not maintainable. How can a member be charged three times for a single job.
2. Since, the accounts for the year 2023-2024 have still not been approved therefore, the question of finalizing the accounts for the year 2024-2025 does not arise. It may be noted that, if the accounts of the prior period remain unapproved, the accounts for the next year cannot be considered as true and correct. Further, when the accounts for the year 2023-2024 were placed before the General Body on 30.09.2024 was also not corrected since, the accounts for the year 2022-2023 was also still not rectified. Further, when the accounts for the year 2023-2024 was placed before the General Body for adoption the audit report of the auditors itself sure severe and glaring discrepancies and non-compliances on all grounds. It therefore, proves that the accounts have not been prepared by the auditor but may be by some third party who has acted at the behest of the office bearers to appropriate certain figures and try to create a situation where the possibility of syphoning of funds cannot be ruled out. Further despite, the audit report clearly evidencing the non-compliance and following the due procedure as laid down under the Act. The office bearers have blindly signed the accounts and circulated the annual report. This clearly shows that, the office bearers are in gross violation of all laws and rules and bylaws and are running the affairs of the society at their own whims and fancies. It is proved beyond any reasonable doubt that the office bearers are completely ignorant of the provisions of the Act and the Rules and the bylaws and are more often than not floating all the rules and running at as the proprietary ownership. In fact, the Honorary Treasurer who is responsible for the accounts is signing blindly without any checks and is to be held primarily responsible for manipulations and irregularities in the accounts.

**Parking**

1. It is mandatory under law that every member of the society should have one common parking place allotted in the common compound of the society. However, the office bearers are allotted traditional parking plot other than the first parking two people who have been illegally made members and they themselves are enjoying multiple parking in the compound. There are six members of the society who own garages and therefore, are not being allotted a parking space in the compound of the society. There are at least 4 members who do not own garages and who have not been allotted a single parking space in the compound and therefore, the parking should be equally distributed amongst all the members of the society in the front side of the compound equally. If any parking slot remain a system may be devised to allocate the same to a member for a specific period of on rotation basis.

**MOU**

This MOU made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the Companies Act, 1956 the party of the first part (hereinafter referred to as “A”) M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Pvt. Ltd. Company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_ the party of the second part (hereinafter referred to as “B”). And whereas the party of the first part due to circumstances beyond its control and other force major clauses face the severe financial crunch due to \_\_\_\_\_\_\_\_.

          Due to the above A face severe financial difficulties and was not in a position to make its statutory obligations and also payment of salaries. There being no despite and relief in the situation more particularly since the commercial production of A had been suspended long back, there was no revenue generation as a result the Company started facing clauses.

          A despite having no revenue generation had substantiate assets in the form of investments which were being reflected in the books of accounts of A to overcome the severe crunch and possible civil to criminal actions. A approach B with a request that they are holding significant amount of investments and which they are ready to liquidate and get the funds for the same to enable A to make its liabilities including statutory dues. Subsequently, A started borrowing money from B and assured them that the amounts for whatever amounts borrowed A will handover to B. The investments held by A and also arrange to execute all necessary documents with respect to such transfer of investments to be. It was clearly understood that would be responsible and liable to carry out the transfer at their own cost of expenses.