

Ghalib Memorial Co-operative Group Housing Society Ltd

Office : Ghalib Apartments, Plot No-27, Road No-42, Parwana Marg, Pitam Pura, Delhi-110034. Tel : 27015189

GMC/GBM/23/ 050.

Date:05.09.2023

Notice for the Annual General Body Meeting

Members of the Society are hereby informed that Annual General Body Meeting will be convened on 24.09.2023 at 11.00 A.M. at the meeting Hall, Kali Temple, Pushpanjali Enclave, Pitam Pura, Delhi-110034 on the following agendas:

1. To pay Homage to deceased members/residents of the Society.
2. Secretary Report. Copy enclosed.
3. Presentation and approval of the Audited accounts of Society from 01.04.2022 to 31.03.2023 with audit objections. Copy enclosed.
4. Approval of Annual Budget of Society as per Sec.93 of DCS Act 2003 and fixation of Building Maintenance Fund as per rule 94 of DCS Rules, 2007.
5. Discussion and adoption of amendments in Society Bylaws. Copy of amended Bylaws enclosed.
6. Special Audit and DCHFC Loan issue.

Only members of Society whose name appears in the present notice are allowed to participate subject to clearance of outstanding dues.

Kindly adhere to bye-law 18 (e) of Society Bye-Laws as no proxy member is allowed in Annual General Body Meeting.


Raju Razdan
Hony. Secretary

Sh. /Smt.....,
Flat No....., Ghalib Apartment,
Road No.42, Pitam Pura, Delhi.

Copy to: Notice Board.

05-09-2023

Committee's Annual Report

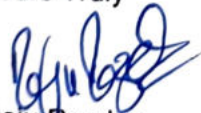
Dear member/s,

- The agenda of the Society GBM has been circulated among all the members of Society with copy of audit report for financial year 2022-2023 and the audited statement of receipt & payment including income & expenditure up to 31.03.2023.
- The maintenance affairs of the society from previous year have been improved to the extent possible.
- Legal notices to maintenance defaulters have been issued and most of them are paying. They need to be regular without any default for running affairs of Society smoothly.
- Building maintenance fund is to be created in the GBM as per mandate of Rule 94 of Delhi Cooperative Societies Rules, 2007 for external repairing of building of society, including walls and other repairing works is to be borne by all members/residents annually in addition to the payment of monthly maintenance charges which is for essential services.
- Annual Budget to be approved in scheduled GBM as required under section 93 of Delhi Coop. Societies Act, 2003 for incurring the expenses on day to day affairs of the Society.
- In previous year volleyball court was renovated and in second park and this year a badminton court has been made in 1st park.
- Best quality CCTV cameras installation is also done for security of Society. Round the clock surveillance of Society premises shall be covered in all respect by installing the CCTVs
- The cost of litigations as compared to the previous year has been reduced with effort to settle in Society's interest for such resolutions awaiting the outcome of special audit.
- The outstanding loan amount shown in previous audit reports and defaulted amount of loan to be recovered from defaulters to remain same as the clear picture of an outstanding payable to DCHFC by the society as well as by its members to the society shall emerge on completion of special audit with submission of report with other outstanding against each flat and its members.

- The special audit has been ordered by RCS Office whose fee was approved in last GBM and notice for its proportionate share of each flat was duly circulated with reminder when it was also requested to furnish the copies of receipts of payments made to the Society. That process is in progress and all of them need to contribute with submission of receipts for verification as notified by Auditor in their own interest which is only solution for making proper accounts of all members for conducting special audit.
- We have been perusing objections in recovery proceeding in execution of money award of Rs.1.39 Cr. with interest passed in favor of DCHFC with high rate of interest and against Society before Court of Assistant Collector had summoned to make the entire payment shown by DCHFC and before other legal forums challenging its demand to be annulled.
- The Delhi Cooperative Tribunal order dt:24.03.2023 in Society's appeal directing DCHFC to make outstanding of loan against a member at simple rate of 15.5 % interest has been challenged by it before High Court as that order actually benefitted Society. We're hopeful that High Court wouldn't reverse Tribunal's order. Society's legal team is on job who was able to get the dismissal order on DCHFC application for issuing the recovery certificate against Society for 41 Cr. to Collector by an order dt:23.06.2023
- The proposed amendments' draft as per existing Societies laws in Society's Bylaws made 45 years ago under old Societies Act has been circulated with GBM Notice for acceptance in meeting
- We continue to look forward for cooperation from all members of Society and its residents for its welfare for better resolution of issues with practicable solutions which are within the purview of the Managing Committee of the Society.

Thanks in anticipation

Yours Truly



Raju Razdan
Secretary
Ghalib Memorial CGHS

DEEPESH KINGRANI & ASSOCIATES
CHARTERED ACCOUNTANTS

164, PUNJABI COLONY, NARELA, DELHI-110040

INDEPENDENT AUDITOR'S REPORT

Ghalib Memorial Cooperative Group Housing Society Ltd.
Plot No. 27, Road No. 42,
Pitampura,
Delhi-110034

Dear Members

Report on the Financial Statements for the period ending 31st March' 2023

We have audited be attached Balance Sheet of Ghalib Memorial Cooperative Group Housing Society Ltd., Plot No. 27, Road No. 42, Pitampura, Delhi-110034 (Registration No.163(GH) dated 21.01.1977) as on 31st of March 2023, the Income and expenditure account and receipts & payments accounts annexed thereto for the year ended on that day. These financial statements are the responsibility of the society's management and our responsibility is to express our opinion on these financial statements based on our audit.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation of these financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Society in conformity with the accounting principles generally accepted in India. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain



reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Co-operative Society's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

Part A, B & C of the Schedule annexed with this report form part of this report and exhibits our observations and objections concerning the society in accordance with the requirements of the Registrar Co-operative Societies, Delhi. Subject to and read with our notes, audit objections and observations stated in Part A, B & C of the schedules annexed, we report that:

In our opinion and to the best of our information and according to the explanations given to us, the said accounts give the information required by Delhi Co-operatives Societies Act, 2003 and DCS Rules, 2007 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, subject to our observation given in 'Part A, B & C' of this Report:

In case of Balance Sheet, of the state of affairs of the society as on 31st March, 2023;
In the case of the Income & Expenditure Account, of the deficit (excess of expenditure over income) for the year ended 31st March, 2023.



Report on other Legal & Regulatory Requirements

We further report that:

- 1) We have obtained all the information and explanation which to the best of our knowledge and belief were necessary for the purpose of audit
- 2) In our opinion proper Books of Accounts as required under the Act, Rules and Bye-Laws had been maintained by the society subject to our observation given in 'Part A, B & C' of this Report.
- 3) The Balance Sheet, Income & Expenditure Account and Receipts & Payment Account dealt with by this report are in agreement with the available Books of Accounts.

Our detailed report in Part- A, Part-B and Part C is attached.

For Deepesh Kingrani & Associates

Chartered Accountants

FRN: 033188

(Deepesh Kingrani)

Proprietor

M. No. 544537

Place : New Delhi

Dated : 19/08/23

UDIN: 23544537BGYQMUI819

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DEEPESH KINGRANI & ASSOCIATES
CHARTERED ACCOUNTANTS

164, PUNJABI COLONY, NARELA, DELHI-110040

DETAILED AUDIT REPORT FOR THE YEAR 2022-23

GHALIB MEMORIAL CO-OPERATIVE GROUP HOUSING SOCIETY LTD.

PART 'A'

**OBJECTIONS POINTED OUT IN PREVIOUS AUDIT REPORT
AND THEIR COMPLIANCE BY THE MANAGEMENT**

1. As per Balance Sheet of 31.03.2022, Principal amount, interest and penal interest payable to DCHFC is Rs. 23,59,49,414.11 whereas amount recoverable from members as per list provided to us is Rs. 17,57,15,715.18. Members' ledger balances whether debit or credit are subject to confirmations from them as on 31.03.2022. No Balance confirmation certificate as on 31.03.2022 from DCHFC obtained by the society.

Compliance Status: Not complied

2. The accounting records for the period prior to 8th June, 1992 were not available for our examination/audit which are stated to be not traceable.

Compliance Status: Not complied. However, by a letter dated 30.01.2008 to Assistant Registrar (audit) office of the Registrar Cooperative Societies , the Society submitted the copies of its audit reports from the year 1977 to 1996 as directed but the same have not been received by the present Managing Committee who took over charge on 29.03.2022 after its election on 20.03.2022 from last Managing Committee.

3. The attached Balance Sheet as on 31st March, 2022 does not includes the items of assets and Liabilities held by the society since prior to 8th June'1992 for want of missing records.

Compliance Status: Not complied

4. Recovery of embezzled amount of Rs. 7,17,282.60 from I.A. Farooqi although shown as recoverable/adjusted in the previous year audit report but since no



quantum was shown as recovered so available records examined with an arbitration award dated 18.10.2020 which refers to a unilateral statement of Ex. President Sh. Suresh A.S. that legal heirs of I.A. Farooqi paid Rs. 43,513.00 only to the Society against Rs. 7,17,282.60 and nothing is due against defendants. In view of statement made by parties in writing, the case is dismissed as settled by parties.

Compliance Status: Not complied. Demand notice sent to Sh. Suresh A.S. by the society on 29.11.2022, but no satisfactory response given by him. Hence, the society filed claim petition before the registrar.

5. No Building Maintenance Fund is created by the society as required as per Rule 94 of DCS Rules, 2007. However huge amount has been spent for Building repair/s every year. No records made available whether the annual budget is approved in the GBM of the society as required by Section 93 of DCS Act, 2003 before incurring such expenses.

Compliance Status: Complied.

6. Society has not complied wrt provisions of Rule 44 of the DCS Act, 2003.

Compliance Status: Complied.

PART 'B'

DETAILED COMMENTS ON THE WORKING OF THE SOCIETY

1. At present the society is functioning from its registered office at 259, Ghalib Apartments, Plot No. 27, Road No. 42, Parwana Marg, Pitampura, Delhi-110034. As informed to us, the members are being allowed to inspect the documents including audit reports of the society
2. The society is not periodically reconciling its accounts with the accounts of members & DCHFC. Rs. 23,59,49,414.11 shown as payable to DCHFC as on 31.03.2023. However, the confirmation from DCHFC for amount recoverable is still awaited. As per Balance Sheet of 31.03.2023, balance recoverable from members for DCHFC demand amounting to Rs. 17,57,15,715.18 whereas amount demand payable to DCHFC is Rs. 23,59,49,414.11.
3. The society has not raised any fund or borrowed any amount during the year under audit.



4. As accounting records, vouchers and requisite documents, information prior to 8th June, 1992 not available, it is not practicable to work out debt equity ratio of the society.
5. No loans were extended by the society to its members or to any other parties during the current year nor any debt has been considered bad debt during the year.
6. The management committee of the society was elected on 20.03.2022.
7. The construction and allotment of flats were completed before the current audit period, so the question of financial & material management / control and allotment policy does not arise during the current year.
8. List of members at the close of the co-operative year is annexed.
9. The society does not own any fixed assets except some furniture items, Computer and a Flat. There is no cash credit extended to any members.
10. It not being a T/C Society or Co-operative Bank. The requirement regarding review of cash credit limit and loaning credit to any parties not applicable.
11. A certificate from the custodian of records regarding list of documents and records certifying possession thereof is annexed herewith.
12. The society is maintaining bank accounts with Indian Bank. The bank accounts are reconciled as on 31.03.2023.
13. The present management Committee informed that though RCS ordered the special audit of society in the beginning of 2020 but it could not be done as the requisites records were not provided by last Managing Committee whose copies received by them from the seized records long ago from the EOW (Crime Branch) for investigation on the allegations of offences committed into its financial affairs including on repayment of loan to DCHFC on the directions of the competent Court. It is revealed from the order dated 17.02.2020 passed by RCS in which RCS has directed special audit of society on the request of the investigating officer on these six points:
 - i. Outstanding of loan amount may be calculated or may be fixed regard to each defaulter members.



- ii. A scrutiny may be done with regard to each flat of society and a proper report be prepared that how much amount is outstanding against each flat or otherwise.
- iii. Other financial outstanding may also be calculated.
- iv. Financial mismanagement may be deducted and siphoning and diversion of funds may be calculated.
- v. In case of diversion and siphoning the beneficiary may be identified.
- vi. In case of diversion and siphoning responsibility may also be fixed.

The RCS in this order also referred to report of the CA of EOW (crime branch) dated 28.04.2012 records that receipts and payments accounting for the year 31.03.2011 and 31.03.2010 represents receipt of Rs.7,57,601/- and Rs. 9,77,313/- on account of loan but there is no corresponding payment made to DCHFC as they were spent for routine payment and that adjustments made in most of the cases, but no details of such adjustment made to loan account of the respective members were retrievable. The discrepancies were also noted in audit reports of society ending on 31st March, 2018 and 31st March,2019 when ordered. An inspection was also ordered on 27.10.2021 on embezzlement of society funds on the complaint of its residents.

As told by the society, the newly appointed Special Auditor has given notice to the society to verify the receipts of payments made by the members to the society and keep their verified copies. The process is going on.

A clear picture of an outstanding payable to DCHFC by the society as well as by its members to society shall emerge only after completion of special audit on submission of report with other outstanding against each flat and its members as ordered by RCS. Hence, outstanding loan amount shown by last Managing Committee of Society and defaulted amount of loan to be recovered from its members shall remain the same. Noticeably the members' loan liability shown in previous year and the present year is only updated annually without any certification of the individual members' account which is not stated to be made after 2007 by chartered accountant with certification.

14. Society's land is stated to be leasehold but no lease rental is paid since 1988 and is not shown in its liabilities as payable which is also stated to be mortgaged with DCHFC. Copy of periodical permissions from DDA to mortgage land isn't available. The society has sent letter to the DDA dated 17.05.2023 regarding intimating the outstanding lease rental.



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15. The society is constructed on Leasehold Land. However, the amount of Land and construction cost not shown in the Balance Sheet.

INCOME & EXPENDITURE ACCOUNT:

The main sources of income of society during the year under audit are maintenance charges received from members Rs. 43,23,950.00. The major heads of expenses are wages paid to electrician/plumbers/Gardeners etc. of Rs. 22,73,287.00, Electricity expenses of Rs.6,04,470.00 and Legal expenses Rs. 4,42,800.00. During the year, society is having Deficit (Excess of expenditure over income) of Rs. 16,303.25 (Previous Year Deficit was Rs. 1,48,930.92). The accumulated losses of the society as on 31.03.2023 are Rs. 5,57,51,166.81.

During the year, Society reverse the maintainance Charges of Amounting Rs 2,96,650/- which was shown as recoverable as on 31 march'22. As explained by society this amount is no longer recoverable from the members.

PART – C

Major Irregularities/Objections observed during the course of Audit

1. As per Balance Sheet of 31.03.2023, Principal amount, interest and penal interest payable to DCHFC is Rs. 23,59,49,414.11 whereas amount recoverable from members as per list provided to us is Rs. 17,57,15,715.18. Members' ledger balances whether debit or credit are subject to confirmations from them as on 31.03.2023. No Balance confirmation certificate as on 31.03.2023 from DCHFC obtained by the society.
2. The accounting records for the period prior to 8th June, 1992 were not available for our examination/audit which are stated to be not traceable.
3. The attached Balance Sheet as on 31st March, 2023 does not includes the items of assets and Liabilities held by the society since prior to 8th June'1992 for want of missing records.

For Deepesh Kingrani & Associates

Chartered Accountants

FRN: 033188N



(Deepesh Kingrani)

Proprietor

M. No. 544537

Place: New Delhi

Date: 19/08/2023

Ghalib Memorial Co-operative Group Housing Society Limited
Road No. 42, Parwana Marg, Pitampura, Delhi-110 034

Balance Sheet as on 31st March 2023

Amount 31.03.2022	Liabilities	Amount 31.03.2023	Amount 31.03.2022	Assets	Amount 31.03.2023
30,200.00	Share Capital Share Money	30,200.00	15,89,254.93	Fixed Assets (As per annexure attached)	14,29,139.93
23,59,49,414.11	Loan by DCHFC	23,59,49,414.11	17,57,15,715.18	Loans & Advances Loan Principal	17,57,15,715.18
9,615.00	Current Liability TDS Payable	1,500.00	14,21,400.00	Maintenance Charges Receivable	11,57,272.00
-	Special Audit	1,10,000.00	1,00,018.00	Interest Receivable on Maintenance Charges	1,00,018.00
-	Advance from Vendors	2,400.00	22,630.00	Wages Advance	34,900.00
-	Cheque received but Maintenance Receipt not made	19,000.00	2,500.00	Advance to Rohit Kumar Modi	-
-	Provision for Maintenance of CCTV	1,50,000.00		Investment Cash & Bank Balances	
-	Provision for Building Maintenance fund for Park & others	1,25,000.00	31,202.00	Cash In Hand	73,809.00
			13,71,645.44	Balance with Indian Bank	14,99,753.19
			-	Balance with Indian Bank (Special Audit)	1,07,205.00
			-	FD With Indian Bank	5,00,000.00
			-	Interest Accrued on FD with Indian Bank	16,135.00
			-	Imprest A/c - Subodh	2,400.00
23,59,89,229.11	Total Rs.	23,63,87,514.11	23,59,89,229.11	Excess of Expenditure Over Income	5,57,51,166.81
				Total Rs.	23,63,87,514.11

As Per our audit report of even date attached

For Deepesh Kingrani & Associates

Chartered Accountants & Associates
 FRN: 033188N

(Deepesh Kingrani)
 Proprietor
 M. No. 544537

Place: New Delhi
 Date: 19/08/23

UDIN: 23544537864984101819


 (Sajid Raza Khan)
 President


 (Amit Kumar)
 Vice President


 (Raju Razdan)
 Hon. Secretary


 (Bindu Bala)
 Treasurer



Ghalib Memorial Co-operative Group Housing Society Limited
 Road No. 42, Parwana Marg, Pitampura, Delhi-110 034

INCOME & EXPENDITURE ACCOUNT AS ON 31.03.2023

Amount	Expenditure	Amount	Income	Amount	
31.03.2022		31.03.2023	31.03.2022	31.03.2023	
66,000.00	Accounting Charges	71,550.00	44,22,000.00	Maintenance Fees	43,23,950.00
12,663.00	Advertisement Expenses	15,000.00	27,550.00	Receipt From Vendors	35,500.00
17,700.00	Audit Fees	1,343.25	1,000.00	Advertisement Receipt	80,000.00
1,499.40	Bank Charges	4,150.00	1,67,400.00	Common Fund	-
14,210.00	Computer Repair Expenses	25,690.00	46,158.00	Development & Others Charges	-
41,230.00	Conveyance Expenses	33,290.00	32,796.00	Interest on FDR	16,135.00
1,91,104.00	Court at Fountain Park	1,73,465.00	7,160.00	Membership Fee	18,000.00
45,688.00	Depreciation	-	32,010.00	Misc. Income	76,261.00
2,12,196.00	Election Expenses	96,911.00	22,935.48	Tower Rent	-
5,20,990.00	Electrical Goods Expenses (Wire & Etc)	6,04,470.00	8,000.00	Water Usage Charges	200.00
2,11,850.00	Electricity Expenses (TPDDL)	100.00	-	Public Document review Receipt	2,800.00
97,740.00	Filing Fees	1,19,986.00	-	Scrap Sale	-
4,300.00	Festivals Celebration Expenses	-	1,48,930.92	Excess of Expenditure over Income	16,303.25
2,11,850.00	Garden & Park Expenses	3,52,800.00	-		
5,96,880.00	Labour Charges (Sewer, Maiba Lifting Etc.)	90,000.00	-		
-	Legal Expenses	700.00	-		
1,000.00	Legal Expenses (Structure Audit)	700.00	-		
14,260.00	Medicine	1,642.00	-		
14,610.00	Miscellaneous Expenses	3,970.00	-		
-	Meeting Expenses	30,787.00	-		
39,395.00	Office Expenses	13,494.00	-		
87,693.00	Printing, Postage & Stationery	55,028.00	-		
15,950.00	Repair & Maint. - Water	-	-		
180.00	Repair & Maint. - Beautification	-	-		
4,01,371.00	Repair & Maint. Building Material	-	-		
29,966.00	Repair & Maint. - Pipe Fitting	-	-		
5,950.00	Repair & Maint. - Sewer	-	-		
85,160.00	Repair & Maint. - Wall	5,900.00	-		
-	Maintenance of manatory Green Area	1,70,352.00	-		
-	Building Maintenance	31,750.00	-		
-	Repair & Maint. - CCTV	1,50,000.00	-		
-	Maintenance of CCTV	1,25,000.00	-		
3,490.00	Building Maintenance fund for Park & Society	20,691.00	-		
1,920.00	Repair & Maintenance Exp. - Motor	680.00	-		
17,790.00	Repair And Maintenance-Office	27,233.00	-		
20,73,416.00	Rickshaw Repair Expenses	22,73,287.00	-		
70,489.00	Staff Salary	51,247.00	-		
97.00	Staff Welfare Expenses	13.00	-		
10,000.00	TDS Interest	622.00	-		
3,253.00	Telephone Exp. (Committee Members)	9,656.00	-		
-	Telephone Exp. (Office)	360.00	-		
-	Uniform Expenses	9,234.00	-		
6,000.00	Water Expenses	-	-		
-	Website Expenses	-	-		
49,15,940.40	Total Rs.	45,70,401.25	49,15,940.40	Total Rs.	45,70,401.25

As Per our audit report of even date attached

For Deepesh Kingrani & Associates
 Chartered Accountants
 FRN: 033185N

(Deepesh Kingrani)
 Proprietor
 M. No. 5445371

Place: New Delhi
 Date: 19/08/23

(Sajid Raza Khan)
 President

(Amit Kumar)
 Vice President

(Rajiv Gargan)
 Secretary

(Bindu Bala)
 Treasurer



Ghalib Memorial Co-operative Group Housing Society Limited
 Road No. 42, Parwana Marg, Pitampura, Delhi-110 034

RECEIPTS AND PAYMENT ACCOUNT AS ON 31.03.2023

AMOUNT (RS.)	RECEIPTS	AMOUNT (RS.)	AMOUNT (RS.)	DISBURSEMENT	AMOUNT (RS.)
2022		2023	2022		2023
14,532.00	Opening Balance	31,202.00	66,000.00	Revenue Payments	71,550.00
18,08,541.36	Cash in hand	13,71,645.44	17,700.00	Accounting Charges	15,000.00
5,00,000.00	Bank Balance with Indian Bank	-	1,699.40	Audit Expenses	1,843.25
66,632.00	Fixed Deposit with Indian Bank	-	4,01,371.00	Bank Charges	1,70,132.00
	Interest on FDI	-	14,260.00	Building Maintenance	32,428.00
			14,260.00	Committee Member Refreshment Expenses	4,150.00
			41,230.00	Computer Repair Expenses	25,690.00
			2,12,196.00	Conveyance Expenses	96,911.00
			5,20,990.00	Electrical Goods Expenses (Wire & Etc)	6,04,470.00
			97,740.00	Electricity Expenses (TPROD)	1,20,346.00
			5,90,205.00	Festivals/ Celebration Expenses	3,57,975.00
			1,000.00	Legal Expenses	700.00
			52,605.00	Medical	15,378.00
			87,693.00	Office & Miscellaneous Expenses	55,028.00
			3,490.00	Printing, Postage & Stationery	27,233.00
			1,920.00	Repair & Maintenance Exp. - Motor	2,579.00
			17,790.00	Repair And Maintenance-Office	20,691.00
			20,54,406.00	Rickshaw Repair	22,86,197.00
			70,489.00	Salary & Wages Paid	51,247.00
			6,000.00	Staff Welfare Refreshment	9,234.00
			3,253.00	Website Expenses	622.00
			10,000.00	Telephone Expenses - Office	-
			12,663.00	Telephone Expenses - Committee Members	-
			45,688.00	Advertisement Expenses	-
			4,300.00	Election Expenses	-
			2,11,850.00	Garden & Park Expenses	-
			15,850.00	Labour Charges (Sewer, Malba Lifting Etc.)	-
			180.00	Repair & Maint. - Water	-
			29,966.00	Repair & Maint.- Beautification	-
			5,950.00	Repair & Maint.- Pipe Fitting	-
			85,160.00	Repair & Maint.- Sewer	-
			97.00	Repair & Maint.- Wall	-
			-	TDS Interest	-
			-	Audit Expenses - Structure	90,000.00
			-	Court at Fountain Park	33,290.00
			-	Filling Expenses	100.00
			-	Maintenance of Mandatory Green Area	5,900.00
			-	Repair & Main. - CCTV	31,750.00
			-	Uniform Expenses	9,556.00
				Capital Payments	-
				CCTV Camera	-
				Fan	-
				LED Lights	-
				Motor	13,350.00
				Closing Balance	-
				Cash	76,209.00
				Bank Balance with Indian Bank	14,99,753.19
				Fixed Deposit with Indian Bank	1,07,205.00
				(FD of Rs. 5 Lacs with Indian Bank 23.09.2022)	5,00,000.00
61,47,328.84	Total Rs.	63,36,838.44	61,47,328.84	Total Rs.	63,36,838.44

As Per our audit report of even date attached

For Deepesh Khandelwal & Associates
 Chartered Accountants
 FRN: 033189N

(Deepesh Khandelwal)
 Proprietor
 M. No. 544537

Place: New Delhi
 Date: 19/08/23



(Sajid Reza Khan)
 President

(Ankit Kumar)
 Vice President

(Sudhakar)
 Secretary

(Binod Saini)
 Treasurer



Ghalib Memorial Co-operative Group Housing Society Limited
Road No. 42, Parwana Marg, Pitampura, Delhi-110 034

Fixed Assets as on 31st March 2023

Particulars	Rate	WDV		Addition	Addition	Sale	Gross		Depreciation	WDV
		as on 01.04.2022	Above 180 Days				Below 180 Days	Value		
Almirah	10%	10,370.00	-	-	-	-	10,370.00	1,037.00	9,333.00	
Building	10%	8,13,080.00	-	-	-	-	8,13,080.00	81,308.00	7,31,772.00	
Camera	15%	1,09,970.33	-	-	-	-	1,09,970.33	16,496.00	93,474.33	
Computer	40%	689.60	-	-	-	-	689.60	276.00	413.60	
Cutter Machine	15%	2,689.00	-	-	-	-	2,689.00	403.00	2,286.00	
Fan	10%	4,815.00	-	-	-	-	4,815.00	482.00	4,333.00	
Fogging Machine	15%	5,624.00	-	-	-	-	5,624.00	844.00	4,780.00	
Furniture & Fixture	10%	9,107.00	-	-	-	-	9,107.00	911.00	8,196.00	
Gaurd Room	10%	3,37,117.00	-	-	-	-	3,37,117.00	33,712.00	3,03,405.00	
LCD	15%	5,137.00	13,350.00	-	-	-	18,487.00	2,773.00	15,714.00	
Led Light Strip	15%	8,140.00	-	-	-	-	8,140.00	1,221.00	6,919.00	
Main Gate	10%	56,801.00	-	-	-	-	56,801.00	5,680.00	51,121.00	
Motor	15%	34,726.00	-	-	-	-	34,726.00	5,209.00	29,517.00	
Printer	40%	3,610.00	-	-	-	-	3,610.00	1,444.00	2,166.00	
Rack Almira	10%	17,662.00	-	-	-	-	17,662.00	1,766.00	15,896.00	
Rickshaw	15%	56,552.00	-	-	-	-	56,552.00	8,483.00	48,069.00	
Water Fountain	10%	1,12,477.00	-	-	-	-	1,12,477.00	11,248.00	1,01,229.00	
Web Site	25%	688.00	-	-	-	-	688.00	172.00	516.00	
		15,89,254.93	13,350.00	-	-	-	16,02,604.93	1,73,465.00	14,29,139.93	

(Sajid Raza Khan)
President

(Amit Kumar)
Vice President

(Rajiv Razdan)
Hon. Secretary

(Bindu Bala)
Treasurer



GHALIB MEMORIAL C.G.H.S.LTD

LIST OF LOAN DEFAULTERS & OUTSTANDING BALANCES AS ON 31ST MARCH, 2023

S.NO	FLAT NO.	ORIGINAL MEMBER	NEW MEMBER	LOAN	BAL O/S
1	24	Nasir Kalim		60,000	15,48,441.41
2	28	Mohd Ilyas		60,000	6,69,607.58
3	36	G.K. Dadhich		60,000	1,37,874.72
4	42	Mirza Iyaqat Ali		60,000	4,85,391.18
5	48	Vijay Kumar Wali		60,000	27,36,969.40
6	50	Subhash Chander Tuli		60,000	32,30,634.90
7	51	Afroz Jahan		60,000	25,92,072.49
8	74	M.B. Mughal		60,000	17,88,911.54
9	80	Irfan Allauddin		35,000	41,73,266.38
10	84	Nighat Rehana Khan		60,000	25,95,848.72
11	90	TANVEER UL ISLAM		57,000	2,65,841.35
12	102	Cheudhary Mohd Masood		80,000	77,78,020.30
13	110	Sandeep Gulati		60,000	7,71,825.20
14	112	Ziaul Hasan	Usha Rani	60,000	72,00,727.45
15	114	Qadir Ahmed Khan		35,000	42,00,424.34
16	121	Shamim Jahan		35,000	25,36,950.10
17	123	Chandan Swaroop		35,000	4,92,970.01
18	128	Nazeer Ahmed		35,000	42,00,424.34
19	129	Stresh Grover		35,000	10,32,956.94
20	135	Sarla Kakkar		35,000	29,89,065.43
21	160	Shagufta Begum		35,000	6,76,401.31
22	172	Rafiq Ahmed	Urmila Madan	35,000	1,74,122.33
23	174	Narender Kumar Gulathi		35,000	42,00,424.34
24	184	Tashna Bilgrami	Usha Dhar	35,000	37,76,445.20
25	188	V.K. Puri	Sudesh Batra	60,000	32,00,061.73
26	199	Jarnail Singh		35,000	25,07,518.48
27	209	Ishwar Devi Chandna		25,000	17,34,329.56
28	212A	Anisul Hasan		35,000	31,49,650.30
29	212B	Habib Khan		35,000	28,18,828.77
30	212C	AHMAD SAEED		35,000	30,25,502.58
31	212D	Shamim Jahan		35,000	42,00,424.34
32	212E	Nafisa Begum		80,000	93,71,901.26
33	212F	Padam Kumar Jain		60,000	50,73,030.28
34	212G	Mohd Hamid		80,000	62,57,785.55
35	212H	Meera Bhatia		80,000	64,80,613.03
36	212I	Mohd Aslam Pervez		80,000	93,71,901.26
37	212J	Lalit Mohan		70,000	61,94,081.54
38	212K	Ashok Batra		60,000	72,00,727.45
39	212L	Hayatullah Ansari		61,000	67,36,181.46
40	213	Umesh Verma		60,000	72,53,909.22
41	233	Anand Parkash Arora		80,000	85,95,471.20
42	251	Balraj Dutta		80,000	16,73,839.48
43	255	Shaheen Javed		60,000	4,94,662.83
44	262	Anju Kustwaha		60,000	28,43,178.70
45	268	Khaliq Anjum & Mohini Anjum		80,000	69,01,691.48
46	262	R.C. Sethi		80,000	10,47,459.40
47	285	Manhar Kumar		60,000	22,500.50
48	287	Nisar Ahmed Farooq		80,000	93,04,847.80
		TOTAL		26,53,000	17,57,15,715.16

Certified that the calculations made in herein above are as per DCHFC formula under the loan agreement i.e. 13% p.a. interest with 2.5% penal interest for late payment


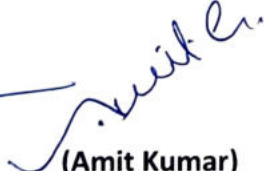


 PRESIDENT (Sajid Raza Khan)	 VICE-PRESIDENT (Amit Kumar)	 HONY. SECRETARY (Raju Razdan)	 TREASURER (Bindu Bala)
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GHALIB MEMORIAL CO-OPERATIVE GROUP HOUSING SOCIETY LTD.
259 GHALIB APARTMENT, PARWANA ROAD, PITAMPURA, NEW DELHI 110034
Proposed Annual Budget 2023-24

Nature of Expenses	Proposed Budget 2023-24
Accounting Charges	80,000.00
Audit Fee	20,000.00
Bank Charges	2,000.00
Computer Repair & Maintenance	25,000.00
Conveyance	37,500.00
Electrical Good (Wire etc.) Expenses	26,000.00
Electricity Exp-NDPL	7,10,000.00
Festival Expenses	50,000.00
GBM & Other Meetings Expenses	40,000.00
General Repair & Maintenance	3,75,000.00
Green Mandatory Area	24,000.00
Legal Expenses	4,00,000.00
Miscellaneous Expenses	12,000.00
Office Expenses	20,000.00
Printing, Postage & Stationary	60,000.00
Salary & Wages	25,50,000.00
Other Capital/Revenue Expenses	2,50,000.00
Staff Welfare	75,000.00
IT Expenses	15,000.00
Website Expenses	10,000.00
Security Expenses (CCTV & etc)	50,000.00
Grand Total	48,31,500.00

Total Expense in 2022-23	45,70,000 (Apx.)
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 (Sajid Raza Khan) President	 (Amit Kumar) Vice President	 (Raju Razdan) Hon. Secretary	 (Bindu Bala) Treasurer
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PROPOSED AMENDMENTS IN GHALIB C.G.H.S BY - LANS

RULE NO	EXISTING	AMENDMENT PROPOSED
	The Name of the Society is "Ghalib Memorial Co-operative Group Housing Society Ltd." and its registered address is XI/1262, Gali Jamunwali, Kalan Mahal, Daryaganj, New Delhi. Any change in this address shall be notified to Registrar Coop. Societies within 14 days.	The Name of the Society is "Ghalib Memorial Co-operative Group Housing Society Ltd." and its registered address is Plot No 27, Ghalib Apartment, Parwana Road, Pitampura, Delhi-110034. Any change in this address shall be notified to Registrar Coop. Societies within 30 days of such change and seek confirmation to effect that changed address has been taken on record.
2	In these Bylaws unless there is anything repugnant to the subject or context, the expression "the Act" means the Delhi Coop. Societies Act 1972 (No 35 of 1972). "The Rules" means the Delhi Coop. Societies Rules, 1973 and its words and expression defined in the said Act and used in these Bylaws shall have the same meaning as assigned to them in the said Act and the Rules.	In these Bylaws unless there is anything repugnant to the subject or context, the expression "the Act" means the Delhi Coop. Societies Act 2003. "The Rules" means the Delhi Coop. Societies Rules, 2007 and its words and expression defined in the said Act and used in these Bylaws shall have the same meaning as assigned to them in the said Act and the Rules.
3 (iii)	To undertake repairs of houses of its members, when necessary.	To undertake repair, reconstruct & redevelop, when necessary.
4 (3)	Nominal or associate members subject to conditions as laid down in Rule 26.	Nominal or associate members subject to conditions as laid down in Rule 19.
5 (i) (a)	He is domiciled in Delhi/New Delhi/Delhi Cantonment	He at the time of enrolment as a member has been resident in the National Capital Territory of Delhi for the last three or more years. Further provided that this condition will not apply to a Government servant who is in the Cadre of All India Services/ Employees of Public Sector Undertaking having India character
5(i)(b)	His written application for membership has been approved by a majority of the Managing Committee.	His written application for membership has been approved by a majority of the Managing Committee; Provided that a person holding Regd. Power of Attorney or Registered Agreement for Sale or Regd. Sale Deed shall also be eligible to become member of the society by paying transfer fee of Rs. 500/- and share money of Rs.1000/- and admission fee of Rs.500 / as per provision of Section 91 of the Act;
5(l)(g)	He is not a servant of Government/Local Body/High Court/Supreme Court unless permitted by Head of department in which he is working and	DELETED
5(v)	Every member on admission shall pay Re.1/-as admission fee which shall not be refunded in any case.	DELETED
5(vii) (i)	Application for admission as member and for allotment of shares shall be made to the Secretary In the Form, prescribed by the Society for the purpose. Every such application shall be disposed off by the managing Committee who shall have power to grant admission or to refuse in after recording reasons for such refusal.	Application for admission as member and for allotment of shares shall be made to the Secretary In the Form, prescribed by the Society for the purpose. Every such application shall be disposed off by the managing Committee who shall have power to grant admission or to refuse in after recording reasons for such refusal in 30 days.
7	<u>WHOLE CLAUSE AMENDED</u>	1. A member of the Society may be expelled by the Managing Committee on any one or more of the following grounds namely i) if he has been a persistent defaulter in respect of any dues of the Co-operative housing society : or ii) if he has willfully deceived the Co-operative housing society by making any false statement or submitting any false document to obtain the membership of Co-operative society; or iii) if he has brought disrepute to the Co-operative society or has done any other act detrimental to the interest and proper working of the Co-operative society; iv) if he is convicted for any offence pertaining to the

		<p>Society's affairs.</p> <p>v) Provided that no such resolution shall be passed unless the member concerned has been given an opportunity of being heard after service of three registered notices confronting the member with the grounds for his proposed expulsion;</p> <p>vi) Provided further that no member shall be expelled unless a resolution to that effect is passed by not less than three fourths of the members of the committee present and entitled to vote at the meeting and no resolution for expulsion shall be valid unless approved by the Registrar.</p> <p>2. After the resolution for expulsion is passed as above by the committee, the resolution shall be referred to the Registrar for approval within a period of thirty days.</p>
8(iii)	When his resignation is accepted by the committee	<u>DELETED</u>
8(vii)	on undertaking the business of purchase and sale of houses or land for construction of houses either directly or indirectly or on purchasing a house or a plot or land for construction of house either in his own name or in the name of any of his dependents through any other source and the member shall within one month of his undertaking the said business or purchase of a house or a plot of land shall inform the Society about this. Under such circumstances, lease of rent deed executed will automatically become ineffective.	<p>(vii) on undertaking the business of purchase and sale of houses or land for construction of houses either directly or indirectly or on purchasing a house or a plot or land for construction of house either in his own name or in the name of any of his dependents through any other source and the member shall within one month of his undertaking the said business or purchase of a house or a plot of land shall inform the Society about this; or</p> <p>Provided that if a person becomes the owner of a house or plot by Inheritance, he shall continue as member; or</p> <p>(viii) on sale of flat either on Regd. Power of Attorney or Registered agreement for sale or Registered Sale deed from the date of sale of flat; or</p> <p>(ix) if he fails to pay monthly maintenance charges for continuously six months; or</p> <p>(x) If he encroaches upon the common area of the society; or</p> <p>(xi) Any other ground/s as specified under the Delhi Cooperative Societies Act, 2003 and the rules made thereunder.</p>
9	<u>WHOLE CLAUSE AMENDED</u>	<p>(1) Subject to the provisions of this Act, in the case of a Co-operative housing society, no transfer of share or interest of a member in the occupancy right, except the transfer to his heir or a nominee, shall be effective unless :-</p> <p>a) the previous permission of the Co-operative housing society has been obtained by the transferor;</p> <p>b) the dues of the Co-operative housing society are paid or transferred to the transferee with the consent of the Co-operative housing society;</p> <p>c) the transferor vacates and gives possession of the premises to the transferee; and</p> <p>d) the transferee applies and acquires membership of the Co-operative society; Provided that the transfer of share or interest in respect of lease hold properties shall be governed by the terms of the lease.</p>
10(a)	an undermined number of shares of the value of Rs.100/- each.	an undermined number of shares of the value of Rs.10,000/- each.
10 Proviso	Provided that the acceptance of deposits and loans from non-members shall be subject to any restriction which the Registrar may impose.	Provided that the acceptance of deposits and loans from non-members shall be subject to any restriction which the Registrar may impose from time to time.
10(g)	<u>NOT IN EXISTENCE</u>	The society shall create and maintain Corpus of funds

		for building maintenance and replacement which shall be fixed annually by the General Body of the society as provided under Rule 94, DCS Rules 2007.
13	If a share certificate is lost or destroyed, a duplicate shall be issued on payment of Rs. 2/-.	If a share certificate is lost or destroyed, a duplicate shall be issued on payment of Rs. 1000/- on taking indemnity Bond from member on a non-judicial stamp paper of Rs.100/- duly notarized.
15	Every member may nominate a person or persons to whom on his death his interest shall be transferred but no member may nominate more than one person and the amount to be paid by such nominees whether by way of share or fixed portion of the amount available for transfer as the case may be is specified when the nominee is appointed and shall attest the nomination under his signature or impression in the register of the member. If admitted to membership the nominee shall be paid the value of shares or interest subject to provision of bylaw 9. If any deduction has been made from the shares of the deceased and there are more than one nominee the amount be deducted shall be set off against the amount due to each nominee in proportion to the interest.	Every member may nominate a person or persons to whom on his death his interest shall be transferred but no member may nominate more than four persons and the amount to be paid by such nominees whether by way of share or fixed portion of the amount available for transfer as the case may be is specified when the nominee is appointed and shall attest the nomination under his signature or impression in the register of the member. If admitted to membership the nominee shall be paid the value of shares or interest subject to provision of bylaw 9. If any deduction has been made from the shares of the deceased and there are more than one nominee the amount be deducted shall be set off against the amount due to each nominee in proportion to the interest. A Member of a housing society who has sold his plot or flat on registered power of attorney or registered agreement for sale or by registered sale deed shall cease to be a member of society from the date of sale of flat. Provided that the purchaser having registered power of attorney or registered agreement for sale or registered sale deed, as the case may be in respect of such flat, may apply for membership by paying transfer fee of five hundred rupees and share money and admission fee as per the provisions of the byelaws of the society and the committee shall grant membership to the applicant within thirty days after submission of his application. In case of refusal by the committee, the applicant may appeal to the Registrar within thirty days and the decision of the Registrar shall be final.
18 (a)	The first General Meeting of the members shall have the same powers as are given to the annual meeting. (a) The preliminary General Meeting shall be called within a period of not less than one month and not more than three months from the date of its registration. In this meeting the following business shall be discussed and decided:- (i) Approval of allotment of shares, amount collected and amount spent in connection with the registration of the Society before registration; (ii) Election, if any, of the members of the Committee other than members subject to the provision of section 31(1)	The General Body Meeting of the members shall have the same powers as are specified under Clause 18 (a)(I)(II) of the By-Laws. (a) The General Body Meeting shall be called within a period of 180 days from the date of the closure of the financial year and the following business is to be transacted namely:- (ii) Annual report of the Committee (iii) Presentation of annual accounts (iv) Presentation of annual budget (v) Creation of building maintenance fund (vi) Other relevant business
18 (b)	The Annual General Body Meeting shall be called within a period of 3 months of the closing of Account. A special General Body meeting may be called at any time by the Managing Committee and shall be called by the Secretary with consent of office bearers on receipt of a requisition from 1/5th of the total number of members or from the Registrar, Co-operative Societies or any person authorized by him.	The Annual General Body Meeting shall be called within a period of 180 days of the closing of Account. A special General Body meeting may be called at any time by the Managing Committee and shall be called by the Secretary with consent of office bearers on receipt of a requisition from 1/5th of the total number of members or from the Registrar, Co-operative Societies or any person authorized by him.
18 (c) to (f)	<u>WHOLE CLAUSE AMENDED</u>	(c) In case of the Annual General Body Meeting, date, time and place of the meeting shall be announced at least 15 days clearly in advance and case of Special

General Body Meeting 7 days in advance by a written notice pasted on the notice board of the Society and circulated to the members. The election shall be held by Secret Ballot/under Schedule II of Rule 53 of Delhi Co-operative Societies Rules, 2007.

(d) The agenda notice for the Annual General Body Meeting and Special General Body Meeting shall be dispatched to all members 14 and 7 days in advance respectively before the date of the meeting, giving date, time and place of meeting under Speed/Registered Post or Regd. Courier Services or circulation to members.

(e) The presence of the 1/3rd of the total number of the members subsisting as such on the date of notice of the Meeting shall be necessary for the disposal of any business at the General Body Meeting. "In case quorum is not present within half an hour of the appointed time, the meeting shall stand adjourned for 15 minutes and shall be resumed without quorum". Each member shall have one vote irrespective of the shares held by him. The Chairman/President shall have a casting vote in addition in case of tie. No proxy shall be allowed and no member shall be allowed to vote who is in default.

(f) Coop. Housing Society during construction period shall convene two special General Body Meeting every year beside the normal Annual General Body Meeting to give progress report of development to members.

19

WHOLE CLAUSE AMENDED

(i) Provided further if such meeting is not called by the society, Registrar or any person authorized by him may call such meeting in the manner prescribed and that meeting shall be deemed to be a General Body Meeting duly called by the society and the Registrar may order the expenditure incurred in calling such meeting shall be paid out of the funds of the Society or by such persons who, in the opinion of the Registrar were responsible for the refusal or failure to convene the General Body Meeting.

(ii) If within half an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day for 15 minutes and the adjourned meeting shall be held at the same place on the same day for which no quorum is necessary and if the meeting is called upon at the requisition of members (not the Registrar), It shall stand dissolved

(iii) No matter shall be discussed at any meeting which has not been included in the agenda of the meeting provided that the Chairman may in case of emergency permit the discussion of such matter, when the majority of members present, so desire.

(iv) The President or the Vice-President or in their absence the other member elected for the purpose shall preside over the meeting.

20

(5), (6), (10) & (16)

DELETED

20 (13)

To decide the manner in which development and construction work will be carried out by the Society.


(xii) To decide the manner in which reconstruction, major repair work and redevelopment work will be carried out by the Society; and
(xiii) To approve new/additional members including their membership fee as proposed by the managing committee.


<p>21</p>	<p>All business discussed or decided at the General Body Meeting shall be recorded in a proceedings books which shall be signed by the Chairman of the meeting.</p>	<p>All business discussed or decided at the General Body Meeting shall be recorded in a proceedings books within four working days which shall be signed by the President and Secretary of the society.</p>
<p>22</p>	<p>Amendments to the Bylaws shall only be carried out by a majority of not less than two third of the members present in the General Body Meeting in which due notice of the intention to discuss such amendments has been given and shall be forwarded to the Registrar for registration within a period of 30 days from the date of meeting.</p> <p>All other questions before the General Body Meeting shall be decided by the majority of votes.</p> <p>(a) If it appears to the Registrar that an amendment on a bylaws of a Coop. Society is necessary or desirable in the interest of such Co-operative Society he may call upon the Co-operative society to make the amendment.</p> <p>(b) The Registrar may by serving a notice inform/call upon a Society to make an amendment within a period not exceeding 60 days.</p> <p>(c) After the expiry of the period specified in the notice under Section 12 (6) of Delhi Cooperative Societies Act, 2003 and if the Society fails to make an amendment, the Registrar after giving the Coop. Society an opportunity of being heard may register the amendment and issue to the Co-operative Society a copy of such amendment certified by him with a certificate signed by him, with effect from date of registration the amendment is binding on the Co-operative Society and its members subject to appeal, if any.</p> <p>(d) All amendments of the Bylaws relating to the same Co-operative Society when registered by the Registrar shall be assigned a consecutive number in chronological order and shall be noted in the index of the byelaws to the maintained by the Co-operative Society in the registration file.</p>	<p>Amendments to the Bylaws shall only be carried out by a majority of not less than two third of the members present in the General Body Meeting in which due notice of the intention to discuss such amendments has been given and shall be forwarded to the Registrar for registration within a period of 30 days from the date of meeting.</p> <p>All other questions before the General Body Meeting shall be decided by the majority of votes.</p>
<p>23(a) & (b)</p>	<p><u>RE-NUMBERED AS 23 AND CLAUSE AMENDED</u></p>	<p>(i) The Managing Committee shall consist of at least 5 members of the Society and not more than 15, over the age of 21 years, including a President, a Vice-President, a Secretary, and a Treasurer. The term of Committee shall be three years from the date of Election. In the Managing Committee two seats shall be reserved for Lady members of the Society. The President or Vice-President or in their absence any other member elected for the purpose shall preside over the meeting. Each member of the Committee shall have one vote but the Chairman shall have casting vote in addition in case of tie.</p> <p>(ii) The Managing Committee member shall not be eligible to hold such office in the committee of other Coop. Society of the same type or holding office on the committee of three or more than three of the different kind of societies. The member shall also be not eligible to contest election if he is an officer of the society which has not got its statutory audit completed within the specified period under section 60 of DCS Act, 2003 and rules made there under. He is also disqualified to contest elections if he has been convicted for any offence prescribed under section 118 of the Act. He is also</p>


		<p>disqualified to contest and cast vote, if he is defaulter of dues of the society.</p> <p>(iii) The Election of the Managing Committee shall be held by secret ballot under Schedule II of Rule 53 of Delhi Co-operative Societies Rules, 2007. The Managing Committee shall conduct the election as per procedure laid down in Schedule II of Rules 2007 by appointing Returning Officer who shall not be the member or Employee of the Society.</p> <p>(iv) The meeting of the Committee shall be held when necessary and shall be called by the Secretary on receipt of the requisition from three or 1/3rd members of the Managing Committee, whichever is more or from Registrar Co-operative Societies, or any person authorized by him. The Managing Committee shall cause minutes of all proceedings of its meeting to be entered in the book kept for the purpose in hand written at the spot in presence of members present and voting. The minutes of each meeting shall contain the names of the members, if any, dissenting from or not concurring to any resolution. At the end of the minutes, each member present and voting shall sign them. If the minutes are not made and recorded in this manner, they shall not be considered valid and it shall be deemed that no such meeting was duly called and held.</p> <p>(v) Notice of Managing Committee meeting shall be given to every member of the Committee atleast 5 days prior to the schedule date of the meeting by the Secretary or President either by post or personally provided that where a member has intimated to the Society in advance that notice of meeting should be sent to him by Regd. Post and has deposited the postage expenses, then, Society shall sent him the Agenda Notice by Regd. Post. In case of emergent meeting, the Agenda Notice may be sent at least 24 hours before the Schedule date and time of the meeting to members of the committee in person.</p> <p>(vi) The Quorum of the Managing Committee Meeting shall be 1/3rd of total number of members of the Committee subject to the minimum of 3 (three).</p> <p>(vii) The meeting shall be held as often as required but meeting shall be held at least once in every month.</p>
24(1)	ceases to be a member of the society	disqualified to be a member of the Society
24(5)	accepts any office of profits under the Society or receives any honorarium	accepts any office of profits under the Society
24(9)	<u>NOT IN EXISTENCE (INSERTED IN AMENDMENT)</u>	fails to perform his / her duties for thirty days or failed to attend three consecutive meeting of Managing Committee.
25(8)	to elect new members and issue new shares and transfer old shares.	to admit new members and issue new shares and transfer old shares.
25(16)	to appoint, suspend, punish and dismiss employees subject to the provisions of these bylaws and to fix their remuneration.	to appoint, suspend, punish and dismiss employees and to fix their remuneration and also frame Service Rules
25(25)	to appoint a treasurer to keep the money of the Society and to require him to give such security as it may deem sufficient	to elect a treasurer to keep the money of the Society and to require him to give such security as it may deem sufficient
25(26)	to appoint a Secretary and to fix his remuneration; if necessary.	to elect the Secretary and to fix his remuneration, if necessary
28(28)	to carry development, construction work in the manner as may be decided by the General Body Meeting and allotment of house/flat to member in accordance with the rule framed by the society with approval of the Registrar as per provision of Sec. 77 of the Act;	to carry re-development, re-construction work in the manner as may be decided by the General Body Meeting and allotment of house/flat to members in accordance with the rules framed by the society.


30(b)	Secretary:- he shall keep or cause to be kept all other records of the Society and shall be responsible for preparation and submission of various returns to the Registrar. Whosoever may be keeping these records shall always deem to be in his custody, possession, power and control. He shall be responsible for making over the charge of this record to his successor under proper charge report to be signed by the relieving and the relieved officers.	Secretary:- he shall keep or cause to be kept all other records of the Society and shall be responsible for preparation and submission of various returns to the Registrar. Whosoever may be keeping these records shall always deem to be in his custody, possession, power and control. He shall be responsible for their safe delivery to his successor after making a list of documents handed and taken over.
30(c)	Cash:- Cash balance in hand shall always remain in the hands of the President.	Cash:- Cash balance in hand shall always remain in the hands of the Treasurer or with any other officer appointed by committee.
32	32	DELETED AND RENUMBERED
33	(4)&(7)	DELETED AND RENUMBERED
32(10)	<u>NOT IN EXISTENCE (INSERTED IN AMENDMENT)</u>	Property Register; and
39	Loan shall be payable in equal monthly instalment spread over five years. The Committee may suspend repayments of any instalment for one or more months on sufficient cause being shown and may thereby extend the time of total payment by a period not exceeding six years.	Loan shall be payable in equal monthly instalment spread over five years. The Committee may suspend repayments of any instalment for one or more months on sufficient cause being shown and may thereby extend the time of total payment by a period not exceeding three years.
44	Interest on loans to members shall be charged at a rate to be fixed by the Committee provided the margin between the borrowing and lending rate is of at least 2% per annum. In case of default, penal rate may be prescribed by the General Body Meeting under Bylaw 21(11)	Interest on loans to members shall be charged at a rate to be fixed by the Committee provided the margin between the borrowing and lending rate is of at least 2% per annum. In case of default, penal rate may be prescribed by the General Body Meeting under Bylaw 20 (8) subject to maximum of 3% annum on loan.
45	All documents creating a charge or obligation on the Society shall be signed by the President or Vice-President and by other members of the Managing Committee appointed for the purpose provided in the case of receipts and cheque above Rs. 200/- and receipts for deposits and repayment by President or Secretary or any other officer or office bearer of the Society authorized for the purpose.	All documents creating a charge or obligation on the Society shall be signed by the President or Vice-President and by other members of the Managing Committee appointed for the purpose provided in the case of receipts and cheque above Rs. 20,000/- and receipts for deposits and repayment by President or Secretary or any other officer or office bearer of the Society authorized for the purpose
48(b)(2)	The Society shall credit a sum calculated at two percent of its net profit subject to a maximum of Rs. 2500/- every year for contribution to the Co-operative Education Fund to be administered by the Registrar. The Registrar may frame regulation for the utilization and the administration the Fund. This fund shall be kept with the State Bank of India. Any such amount payable by Society, shall be a charge on the funds of the Society.	The Society shall credit a sum calculated at two percent of its net profit subject to a maximum of Rs. 50,000/- every year for contribution to the Co-operative Education Fund to be administered by the Registrar. The Registrar may frame regulation for the utilization and the administration the Fund. This fund shall be kept with the State Bank of India. Any such amount payable by Society, shall be a charge on the funds of the Society.
48(b)(5) (b)	Rebate on goods purchased by the members	members welfare fund
58(2)	After meeting the liabilities including the paid up share capital the surplus assets, if any shall not divided among the members, but shall be utilized towards any object of public utility determined by the General Body Meeting of the Society within three months of the date of the final [liquidation and approved by the Registrar. Registrar may with the approval of the General Body Meeting of the Society, place the said surplus in deposit with the Delhi State Cooperative Bank Ltd. until such time a new society with similar conditions is registered, when with the consent of the Registrar such surplus may be credited to the Reserve Fund of the new Society or assign the surplus either wholly or in part to an object of public utility of local interest or a charitable purpose as	After meeting the liabilities including the paid up share capital the surplus assets, if any shall not divided among the members, but shall be utilized towards any object of public utility determined by the General Body Meeting of the Society within three months of the date of the final [liquidation and approved by the Registrar. Registrar may with the approval of the General Body Meeting of the Society, place the said surplus in deposit with the Delhi State Cooperative Bank Ltd. until such time a new society with similar conditions is registered, when with the consent of the Registrar such surplus may be credited to the Reserve Fund of the new Society or assign the surplus either wholly or in part to an object of public utility of local interest or a charitable purpose as defined in section 2 of Charitable Endowments Act, 1890

	defined in section 2 of Charitable Endowments Act, 1890 (6 of 1890)	(6 of 1890) or to the Coop. Education Fund.
exu re (2)	The residential Flats will be allotted by the Society to its members by draw of lots.	The residential Flats will be allotted by the Society to its members by draw of lots. Each sub-lease shall be required to execute an agreement with the Society and the Government as may be found necessary before entering in the Flat allotted to him.


(SAAD RAZA KHAN)
President


(AMIT KUMAR)
Vice President


(RAJU RAZDAN)
Secretary.


(BINDU BALA)
Treasurer