



**THE GRIH MANTRALAYA EMPLOYEES
CO-OPERATIVE GROUP HOUSING SOCIETY LTD.**

(Registered under the Delhi Co-operative Societies Act - 1973)

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GM/2/2

19.10.2022

MINUTES OF THE MEETING

of the Annual General Body held on 09.10.2022

Meeting of the Annual General Body was held on 09.10.2022 at 10.30 AM under the chairmanship of Shri Balwan Singh Duhan, President. Since the quorum was not complete, the meeting was adjourned for 15 minutes at 11:00 AM and was reconvened at 11:15 AM.

2. Ms. Neetu Sidana initiated the meeting by welcoming all the members present and observed that non-members should not attend the meeting. Mr. Sanjay Jain (flat no. 3) pointed out that "they are only family members and will attend in case of any health emergency and will not be speaking". Ms. Neetu Sidana invited the President to start the proceedings.

3. Welcoming the members to the meeting, the President explained that after the elections, the present Managing Committee has been doing its best to solve the problems of the members within the available resources. It is functioning in a very transparent manner and the works done are explained to the members from time to time by circulars posted in the My Gate app and pasted on the notice board of the society. He further explained that the Managing Committee, despite its best efforts, is not able to solve some of the problems because of the complications due to defective construction by the contractor which would be discussed separately.

4. First item of the agenda was confirmation of the minutes of the AGM held on 17.10.2021. There was only one objection from Mr. Surjit Singh (flat no. 81) mentioned in the AGM held on 6.12.2020. Mr. Balwan Singh Duhan (flat No.56), Mr J D Prasad (flat No. 59) and DK sharma (flat No. 24) had raised the objections to the left-out proceedings in the minutes about which no response had been given by the then Managing Committee. The minutes were adopted subject to the objections raised by above members which would be issued later on.

4.1 Item number 1 also included the confirmation of minutes of the SGBM held on 24.4.2022. Col. Ashok Kumar, ex-Secretary, mentioned that the minutes should not be adopted because of following concerns:

- i) Interest charged by the society by the previous Management Committee for delay in payment of installments should not be paid back because this would be discriminatory with those members who had taken loan from their banks or offices and paid the instalments in time.
- ii) Return of funds from Society's maintenance money is not legal.
- iii) Minutes of SGBM should be discarded, the Managing Committee be superseded and an Administrator should be appointed to manage the affairs of the society.

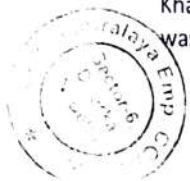
- iv) He and other affected would be filing a case against the existing Managing Committee members in their personal capacity for harassment and the society should not pay for their defence in the Court.

4.2 Mr DK Sharma (flat N. 24) submitted that the measurement of newly constructed selected flats and the material used therein were larger and much better respectively of some members of the previous Managing Committee. There was no supervision of construction work by the ex Management Committee. How can the present Management Managing committee ignore it? He had further stated that Members' money was misused for their own interests. No provision has been made for load bearing in joining 'D' and 'A' block. A pillar is visibly missing, endangering the safety of the building and its occupants. This is a glaring lapse made by the ex Management Committee. A comprehensive enquiry be initiated against the ex Managing Committee.

4.3 Mr. D. K. Sharma further pointed out that interest cannot be charged when there was delay on the part of the contractor and defects were not rectified by him. He also mentioned that the work in a number of flats were not completed. He desired an investigation in affairs of the previous Managing Committee and specially in the construction project.

4.4 Mr. Surjit Singh (flat no. 81) pointed out that objections to the minutes of the SGBM should have been raised within 15 days of the circulation of minutes. He also pointed out various actions/inactions of the previous Managing Committee to favour the contractor at the cost of the members ignoring the fact that the contractor was there for a limited period whereas the members have to stay there for life. He pointed out the following examples where the contractor was favoured at the cost of the members. Whereas the Managing Committee should have worked for the members.

- A) The contractor was favoured while charging for water provided to him by the society for construction purpose. He cited an example that against the agreed amount of 15000/- per month, in the month of December 2017, he was given a rebate of 17,500/- for arranging tankers for 3 days. He also mentioned that the Managing Committee has no power to sell electricity to any one including the contractor and providing water and electricity to the contractor resulted into loss of subsidy to the society - the bill being large.
- B) The contractor was separately paid Rs. 1,100/- for demolition of each balcony with grill, though it was part of contract. The contractor was not only favoured with the double payment but also given iron grill for Rs. 600/- each though the same was not accounted for.
- C) Rs. 2.8 lakh was paid to the contractor for liaison work apart from Rs. 3.42 lakh paid to the forest department for giving permission to cut the trees, though Sh Surjit Singh had offered his services for the purpose.
- D) A bogus contractor - Neeraj Dalal w/o Mr. Sandeep Nandal was appointed for repairs of damaged roads when this should have been done by the contractor for the project at his cost. The then Secretary and President could not explain as to how M/S Neeraj Dalal, while sitting in Gurugram came to know that there was some job in Dwarka and both husband and wife submitted their quotations where the signatures on both the quotations, bills and vouchers were of the husband .
- E) Rs. 3.5 lakh was given to M/s S. K. Fire works but when the officials of the Fire Department for inspection, they observed nothing was done as per the requirement of the Fire Department. The firm also did not arrange for NOC from Delhi Fire Service.
- F) He had raised the issue in earlier General Body meetings that when the work was not completed, how can interest be claimed from him. At this point, the ex President, Sh R.C. Khatri, had reiterated that payment was to be made irrespective of the fact that the work was done or not.



4.5 Mr Rahul Ranbir Singh (flat no. 86) and Ms. Sarita Bhandari (flat no. 67) added that interest was levied on their dues as well, despite they were making all the payments even though the work was not completed in their flats. Mr Balwan Singh Duhan (flat no. 56) mentioned that he was neither compensated by the contractor despite there being major engineering defects in the construction quality of his flat nor the defects were removed till date despite this position being accepted by the contractor as well as the previous Managing Committee.

4.6 Mr Sanjay Jain (flat no. 3) pointed out that a show cause notice was given to him when he was not in India and that he should be given an opportunity to make himself heard in that matter. The President observed that he can give his grievances in writing which would be considered by the Managing Committee.

4.7 Mr Vivek Rana pointed out that the current Managing Committee members should focus on current and future development of the society forgetting all what has been done in the past. Mr. Surjit Singh observed that there is a need to give a strong message to all present and future committee members that nobody putting the society to a loss at the cost of the members would be spared.

4.8 Mr Rahul Ranbir Singh commented on the suggestions of Mr Vivek Rana that how can they forgive the earlier Managing Committee members when they see the plight of residents due to faulty construction. More than 50 flats are still facing seepage problem.

4.9 Mr R.C. Khatri (Flat no 43) reiterated to review the contract for addressing the problems created by the Contractor in the construction etc.

4.10 Mr Balwan Singh Duhan, President pointed out some of the deficiencies in the process for the construction work by the then Managing Committee, such as:

- Original agreement between the Managing Committee and the Contractor was not handed over to the present Managing Committee which was confirmed by Mr SC Gupta, Secretary of the previous Managing Committee .
- At many places in the agreement, it has been mentioned that rates are inclusive of taxes but at one place it is mentioned as exclusive of taxes. The previous Managing Committees paid taxes to the contractor in addition to the rate quoted by him. Why did the previous Managing Committee fail to act in favour of members and take cognizance of those clauses which provided that the rates quoted were inclusive of taxes.
- As per the contract agreement, a sum of Rs. 4,28,45,000/- (Rs. Four crores twenty eight lakhs forty five thousand only) was agreed to be paid to the Contractor but the Contractor was actually paid Rs. 7,34,00,000 (Rs. Seven crores thirty four lakhs only) without justification. As per contract agreement, the average cost of the construction of the increased FAR of the flats should have been about Rs. 4,28,45,000/- divided by 119 flats = Rs. 3,60,042/- per flat approximately. The previous Managing Committee had charged Rs. 7,34,00,000/- divided by 119 flats = Rs. 6,16,806/- per flat without apprising the members.
- No structural, Plumbing and electrical and revised drawings for the newly constructed area have been handed over to the present Management Committee for the newly extended area.
- The society is not able to get a completion certificate without all such drawings. Mr SC Gupta, the then Secretary, replied that they had written to the architect to apply for the completion certificate. Moreover, the society does not have a fire clearance certificate because of which the society cannot get the completion certificate.
- The previous Managing Committee discussed with M/S 'Design N Design' architect on 7-2-2016 and advertised for appointment of architect on 15-9-2016. It appears from the Minutes Book that the advertisement was mere a formality after taking the decision to appoint the Architect. This is a clear violation of norms.

• The tone and tanner of the previous Managing Committee's correspondence with Fire Deptt

18.6.2018 clearly states that "Moreover, all the issues with the complaint of Shri HC Moolchandani have already been settled and he is not pursuing his complaint any more" and as such there was no reason for the previous Managing Committee to blame Mr H C Moolchandani every time?

4.11 It was concluded to adopt the minutes of SGBM held on 24.4.2022.

5. On **Agenda item 2 relating to annual audit of the society accounts**, Mr Sanjay Jain raised a concern that the generator set was purchased from the sinking fund without informing all the members and there is a difference between sinking amount collected and sinking fund deposited in the bank. The President replied that the difference was deposited in the sinking fund in due course as per the prevailing practice.

5.1 Mr Gupta (flat no. 16) raised the issue that during the year, lease money of ₹ 96,000/- was collected but not deposited with DDA. The Secretary informed that this was subsequently deposited after 31st March 2022.

5.2 Mr S. C. Gupta raised a concern about insurance of the society building which is mandatory but has not been renewed. Mrs Mariama K. Chauhan, Secretary, informed that even though the insurance is mandatory, it has not been done in the absence of NOC from Delhi Fire Service and completion certificate of the society, the claim, if any in case of any unfortunate incident will not be entertained. In case the insurance is taken, it will be an infructuous expenditure and wastage of money.

5.3 Mr S. C. Gupta (Flat no 1) pointed out that no documents have been uploaded on the website of the society since long. Mr Pankaj Rai (flat no. 110) informed that the website was made functional about 2 years back and documents were uploaded till December 2021. The President stated that the new committee was not apprised of its ID & Password by the previous committee. However they will do so.

5.4 Mr Surjit Singh mentioned that in the accounts, there was a mention of painting cost of ₹25,000/- in the favour of Ms. Deepali Gupta which seems to be a questionable invoice as there is no address, telephone number on the invoice. Mr S. C. Gupta clarified that it was on account of painting done in the common bathroom. The Secretary observed that the condition of the bathroom below Block D, was bad which suggested that there was no such work done there.

5.5 The statement of annual accounts was adopted by the General Body.

6. **Next item on the agenda of structural audit of the society.** The President explained as per the directions of the **High Court of Delhi and DDA**, structural audit of the society has been conducted by M/S BLITZ Developer at a cost of Rs. 3,40,371/-. The work was carried out by the Structural engineer, M/s Ramashray Yadav, B-Tech (Civil), MCD Regd No. SE-0179. The firm had deputed Shri Vishwas Sharma to explain the process and findings of the audit. Mr Sharma explained the process and informed the meeting that the original structure is still very good. But there are 23 columns that have weak strengths including old and new columns. New columns are of 9" thickness despite the 2016 norms/guidelines and orders under the seismic rules that a column of 9" thickness cannot be counted as a column. Core cutting was done in 3 new and one old column. Old column was found better in terms of strength as compared to new columns. The cost of remedying the 23 weak columns by retrofitting is approximately Rs. 24,00,000/- and this should be done within 6 months from the date of submission of the audit report to avoid DDA notice. He also pointed out that pillars were not designed as per specification in new construction.

6.1 Mr Surjit Singh pointed out the old Managing Committee had been favouring the contractor all the times ignoring the interest and safety of members.

6.2 After deliberations, it was decided that the cost of retrofitting will be charged from all the members equally.

7. Agenda 4 relating to financial health of society was taken up next. Secretary explained in detail the recurring expenditure required by the society every month. She also mentioned that after taking of charge by the present Managing Committee, extra burden on the society for improvement of the infrastructure had been to the tune of Rs. 12 lakh which was met out of the welfare fund/sinking fund. It was decided that this should be borne by members in equal proportion as one-time expense.

7.1 It was also decided that in future, common area electricity charges will be calculated and distributed equally amongst all 120 members. It was also decided that a flat increase of ₹ 50/- per month will be applied for water charges and maintenance charges to be increased by Rs 250/- per month with immediate effect.

7.2 Mr puneet chaddha of flat 94 suggested that whenever in shortage of water any other incidental expenses such as water tankers, then can be collected at one time payment from the members and it was accepted by the members.

8 On the next agenda item, the President explained that the Managing Committee had been in touch with various vendors and had called for quotations for obtaining fire safety certificate after rectification/repair/replacement of the society fire equipment and the total cost involved would be around 7 lakh. Unfortunately, the previous Managing Committee did not take up this issue seriously. The completion certificate from DDA and installation of individual BSES meters depend on the fire clearance certificate. He also explained that the society does not have original drawings of the extension project which would also be required for the purpose. It was decided that Mr. R. C. Khatri, ex-President, Col Ashok Kumar and Mr. S.C. Gupta, ex-Secretaries and Mr. Sanjay Jain, ex-Treasurer, would provide original agreement signed with the contractor and also original drawings from the Architect.

8.1 The Secretary requested all members to keep the society premises clean, remove all scrap, debris, old bicycles and vehicles not in use from the society premises. She also requested all members to keep the common areas like stairs, terrace, parking etc. clean and free of any personal belongings like shoe rack. The Managing Committee has issued many notices to comply with this but members do not take any action. She also explained that the society has not been able to get the park subsidy of ₹ 38,000/- as we are not able to maintain the green area well, especially the parks. She stressed the need to sensitise the kids to maintain the greenery in the society and not to play football in the park due to which green grass cover gets lost. She reminded all the members that it is our duty to use common facilities such as lift properly to avoid wastage of electricity. Members should also advise this to domestic helps as they leave the fan running while using the lifts.

8.2 The Secretary read over the message received by her from Mrs. Priti Gahlot (flat no. 41) whereby she informed that she could not come to the meeting due to the demise of a family member and raised concerns towards incomplete construction of the attached bathroom in the new room with bare walls, no flooring or paints despite her having made full payment. She requested for resolution of this issue.


8.3 On the issue of seepage in Type A flats toilets, Mr S. C. Gupta (flat no 1) explained that the issue was earlier raised with the contractor who explained that this was due to joining of drainage pipes between the old bathroom and newly extended bathroom and had shrugged his responsibility since this was not covered in the contract. Members are getting this resolved individually with their own expenses. It is unfortunate that the Secretary of the previous Managing Committee came up with such an absurd clarification. Why the Contractor had joined the clog-in-junction of old sanitary-tee with new PVC pipe without following the plumbing drawings and civil engineering norms and without thinking of the consequences. The contractor was always liable for defective work done by him and for that no separate provisions required in the contract to rectify the defective work. There was no reason for the previous Managing Committee to give a free passage to the contractor.

8.4 Flat number 50 raised the issue of seepage in the flat from flat no. 54 and on the diktate from the previous Managing Committee, they paid the entire cost of repairs. She pointed out that now due to a seepage in flat no. 46, they should not be made to bear the expenses. It was decided that in these circumstances, the flat owners of both lower and upper flat should share the expenses on a 50:50 basis.

8.5 Mr Gupta (flat no 16) raised a concern that lease money collected from members was not being deposited properly in the DDA office and there was considerable outstanding dues shown against the society. The President observed that this point had been noted and would be looked into.

There being no other points for discussion, the meeting was concluded with a vote of thanks to the Chair.




(Balwan Singh Duhan)
Chairman