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To,

Date: 07-07-2023

Chairman,
M/s Police Officer Multi State Co-operative Housing Society Ltd.
Malviya Nagar, Delhi-110017

Sub: Final Audit report relating to Land Procured by POMSCHS for Development of Group Housing Society

Sir,

This is with reference to engagement letter No. 2211 dated 02-01-2023 for Special audit to find irregularities and misappropriation of funds in procuring and developing the Police officers Multi State Cooperating Housing Society (POMSCHS) at Faridabad. We are furnishing the audit report relating to the Land.

Audit of Construction and other vendors are under progress and will be issued shortly.

Hope you will find the same in order.

Thanking You

Yours Faithfully

CA PK Gupta

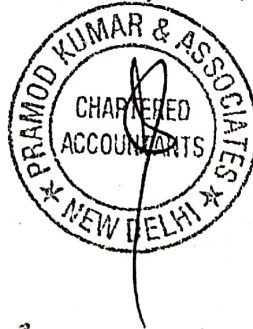
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UDIN: 23080386BGZKDB2209



Limitation

Our report is intended solely for the use of the Chairman and Board of Directors of Police Officers Multistate Cooperative Housing Society and will be restricted to use within the POMSCS. It is important to recognize there are inherent limitations in our process. For example, our procedures are generally based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material errors, fraud and other illegal acts having a direct and material financial impact, if they exist, may not be detected. We will however, communicate to you as appropriate, any illegal act, material errors or evidence that fraud may exist, identified during the course of our work.





Delhi Police Housing Society <policehousingsociety@gmail.com>

(no subject)

Email Admin <pkassociates_52@yahoo.com>

Reply-To: Email Admin <pkassociates_52@yahoo.com>

To: "POMCHS Ltd." <policehousingsociety@gmail.com>

Tue, Aug 29, 2023 at 3:59 PM

To
The Chairman

With reference to your mail of date regarding use of our report with different authorities. We have considered your request and you have use the report with different authorities as we have removed the limitation clause.

Thanks & Regards

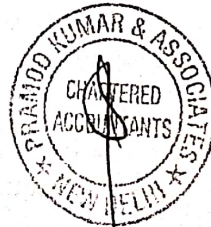
CA P. K. Gupta

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Background

1. M/s Police Officer Multi State Co-operative Housing Society Ltd. (hereinafter referred to as POMSCHS) was constituted in 2001 with registered office at PTS Malviya Nagar, New Delhi with an object to develop group housing residential project for its members.
2. The society entered into an MOU in January 2007 with Sri Sat Sahib Housing & Infrastructure Development Co. (hereinafter referred as SSS) and initially represented by Col. R. Soni & Shri Sumer S Rana as partners, with office at Palam Vihar, Gurgaon (Haryana) for obtaining license to set up group housing society in Sector-49, Faridabad (Haryana)
3. SSS were released advance of INR 22.31 crores during Jan'07 to Dec'08, INR 20.20 crores during Jan'08 to Jul'08 and INR 14.47 crores and in aggregate of INR 56.98 crores through MOU/Supplemental MOU executed by POMSCHS from time to time during these periods in terms to acquisition of licensed land measuring 20 acres.
4. There have been series of developments between the two parties, discussed in subsequent paragraph and as a result, the residential group housing project which was conceived by POMSCHS in 2007, is still hanging on fire in terms to obtaining post completion statutory compliance (Submitting of completion drawings/ Obtaining of completion Certificate/ execution of Conveyance deed in favour of members etc.) with so much so SSS having serious dispute with POMSCHS despite several financial anomalies on the part of SSS to discharge their responsibilities as per the MOUs/ supplemental MOUs executed between the two parties (especially handing over licenced land of 11.3875 acres as against initially agreed to of 20 acres and later revised to 18.3960 acres), apart cancellation of irrevocable GPA on its own and without obtaining consent of the beneficiary.
5. POMSCHS appointed us to take up the special audit of the project vide letter dated 02nd Jan'23 and while to facilitate the same, we were provided with copies of MOUs/ Supplemental MOUs, work orders/ Purchase orders issued to various agencies in terms to civil works/ MEP/ bought out materials etc.



1. Summary of Contracts/MOUs/Supplementary MOUs with Sri Sat Sahib Housing and Infrastructure Development Company

First MOU was executed on 31st Jan'07 between Col. R Soni and Shri Sumer S Rana (Hereinafter called First Party) with POMSCH (Hereinafter called the Second Party) for arranging suitable land on behalf of second party and to obtain necessary license and permits from the state govt. of Haryana for development of group housing society in Faridabad on the land to be arranged by the first party to the second party with the following T&C:

1. The first party has entered into an agreement for procuring various tracts of lands in its names
2. The said land to be declared as residential zone in sec 49
3. Total area of land shall be 15 acres. The said land has a frontage of min. 265 ft. on the 60 ft. wide road commonly known as Pali Dabua Rd. at the rate of INR 400/- sq. ft.

The first party at its own cost and expenses agrees and undertake to get the LOI and also procure license to develop the housing society at its own cost and expense and place before the second party to start group housing immediately.

The first party undertakes that within 10 days of execution of this MOU they shall submit a map to second party showing the land clearly demarcating and fulfilling the condition of land description.

The first party undertakes that within period of 30 days of executing the first document the entire land would be purchased and sale deed executed and registered.

Within next 15 days after expiry of 30 days the first party shall submit to the concerned authority for sanction of FSSI at their own cost.

Second party has agreed to pay INR 45.73 crores being the cost of land to the first party, as per the terms and conditions mentioned in the clause no. 7 of MOU. The said payment will be against BG to be obtained from the first party and the said BG shall not be released unless the LOI shall be received from the first party.

The first party shall no authority and rights after transfer of license to the second party and also will not keep any space under the custody.

The second party will undertake the cost of EDC, IDC and development charges after the sanction of LOI.

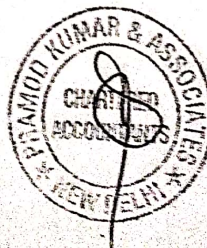
The first party has further agreed to apply and get the license for development at their own cost within 120 days of the date of application.

In case the first party refuses to handover the FSSI after receipt of LR, the second party has the liberty to get the agreement specifically performed through specific performance and also in case the FSSI is not sanctioned to the first party shall return INR 12 crores together with interest to second party and the land should be transferred in the name of second party.

In case any default by the second party, the first party shall be free to forfeit the entire amount paid by the second party and the BG given by the first party shall be stand released.

Later the First Party i.e., Col. R Soni, Shri Sumer S Rana formed a partnership firm named Sri Sat Sahib Housing and Infrastructure (hereafter called SSS) on 26th Feb'2007. Then after SSS and POMSCHS entered into various amendments to the principal MOU dated 31st Jan'07 which are as follows:

- On 8th June'2007, both the parties executed a Supplemental Memorandum of Understanding which alters the term of principal MOU as:



- 1.) Clause 7(b) has been altered as second party time to time release the amount of INR 7 crores directly in favour of sellers through first party on execution of pronote, receipt and memorandum of deposit of titles as per the procurements from sellers as per Schedule A. It includes the payment to be made to First party for the land already procured on the deposit of their files.
- 2.) The first party will give a rebate of INR 2.10 crores at the time of final payment by second party to first party.

➤ On 14th Aug'2007, another MOU has been executed which states that:

- 1.) Second party will release a sum of INR 2 crores
- 2.) First party assures that all the original title deeds shall be in the name of First Party and will be submitted and mortgaged to the second party for the payments released by second party

As per this MOU, the first party will purchase the land with the funds of second party and will mortgage the same land with Second party for release of additional funds

➤ On 07th Sept'2007, another Supplemental Memorandum of Understanding has been executed which alters some other major clauses that states:

- 1.) The Second party will immediately release the Bank Guarantee of INR 5 crores as mentioned at the Principal MOU before the FSI is handed over.
- 2.) Second party will also release a sum of INR 3.70 crores and a DD of 1.31 crores in favour of DTCP HUDA, Chandigarh for getting LOI for the land purchased by the First Party to be t/d to Second Party after getting FSI sanctioned from HUDA
- 3.) The First Party will give an additional rebate of INR 1.90 crores at the time of Final Payment by Second Party
- 4.) The First Party will mortgage the original sale deeds of total 20 acres land to Second Party as the collateral Security

➤ On 12th Dec'2007, another supplemental MOU has been executed which states:

- 1.) The Second party will release a sum of INR 2.50 Crores
- 2.) The First Party further assured that all the Original Legal Title of the land Purchased in the name of First Party will be submitted and mortgaged to Second Party as collateral security

➤ On 12th Jan'2008, another supplemental MOU has been executed which states:

- 1.) The Second party will release a sum of INR 7 Crores
- 2.) The First Party further assured that all the Original Legal Title of the land Purchased in the name of First Party will be submitted and mortgaged to Second Party as collateral security

➤ On 09th Apr'2008, an Addendum to Memorandum of Understanding dated 31st Jan'07 has been signed which alters the terms as:



1.) The Land size has been increased to 20 acres from 15 acres

2.) Payment terms to be as follows:

1. INR 31.66 crores has been paid to the first party by the second party before sanction of LOI and the first party has given original sale deeds as collateral of Land measuring 24 acres to second party.
2. Second Party has agreed to give another INR 5 crores before the sanction of LOI on the undertaking of first party that it has applied for LOI and the same shall be handed over within next 30 days and further undertaking that they shall be co-borrower for the loan amount
3. The remaining INR 20,67,40,000/- shall be paid by the second party to the first party on the execution and registration of the conveyance deed transferring the land along with all its rights including FSI

➤ On 23rd May'2008, another supplemental MOU has been executed which states:

- 1.) The Second party will release a sum of INR 3.10 Crores
- 2.) The First Party further assured that all the Original Legal Title of the land Purchased in the name of First Party will be submitted and mortgaged to Second Party as collateral security
- 3.) The First Party has signed Promissory Notes for all the payments received by them i.e., INR 37.01 crores

➤ On 11th July'2008, another supplemental MOU has been executed which states:

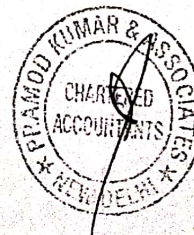
- 1.) The Second party will release a sum of INR 4 Crores
- 2.) The First Party further assured that all the Original Legal Title of the land Purchased in the name of First Party will be submitted and mortgaged to Second Party as collateral security
- 3.) The First Party assures that they will bring the LOI from HUDA Chandigarh on or before 31st Jul'08

➤ On 15th July'2008, another supplemental MOU has been executed which states:

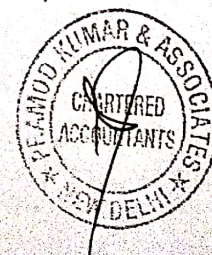
- 1.) Till date second party has released the sum of INR 3.50 crores as per the details given in Annexure 1
- 2.) The First Party further assured that all the Original Legal Title of the land Purchased in the name of First Party will be submitted and mortgaged to Second Party as collateral security
- 3.) the First Party has already signed Promissory Notes and receipts of Payments for all the payments received by them so far

➤ On 28th July'2008, another supplemental MOU has been executed which states:

- 1.) The Second party will release a sum of INR 1.50 Crores



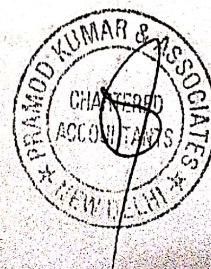
- 2.) The First Party further assured that all the Original Legal Title of the land Purchased in the name of First Party will be submitted and mortgaged to Second Party as collateral security
 - 3.) The First Party assures that they will bring the LOI from HUDA Chandigarh on or before 31st Jul'08
 - 4.) Total amount received by First Party is INR 42.51 crores including this payment
 - 5.) Second Party will deduct the interest levied by Punjab & Sind Bank on temporary loans raised by the society against FDRs
- On 25th Apr'2011, another MOU has been executed which states:
- 1.) The land as well as FSI settled to be transferred in favour of the Second Party approx. 17 acres (Land + FSI) in lieu of amount settled between both the parties. The development rights agreement of 11.3875 Acres has already executed in favour of second party.
 - 2.) The First party will execute sale deed of land measuring 34 Kanal 13 Marla in favour of Second Party
 - 3.) The first party will sign the papers of transferring the license no. 14 of 2009 issued by DTCP Haryana or any other related papers in favour of second party. First Party already executed GPA on 25-07-2010 for the same.
 - 4.) The total expense for Obtaining LOI will be borne by First Party and after LOI charges will be borne by Second Party
 - 5.) The Second party will pay some amount against the land mentioned in Para 2 will be refunded by First Party to Second Party and second party is bound to deposit this amount against EDC, IDC to the Town & Country Planning Haryana directly
- On 24th Sept'2011, another MOU has been executed, by this time Col.R Soni left the partnership firm and Shri Sumer S Rana converts SSS into proprietorship form of business, the executed MOU states that
- 1.) "Both the parties agreed to settle the entire deal upto 18.3960 acres FSI (14,02,441 Sq. ft.) but till date only 18.231 acres of land is t/d and 0.1625 Acre land is yet to be t/d out of which LOI of land measuring 7.01 Acre is still pending and its duty of First Party to provide the same".
 - 2.) The First party is bound to provide the FSI to the second party minimum total land measuring 18.39 Acres including all the right of amenities, communities, commercial school site, club site etc of 18.39 Acres and amenities, communities of land mentioned in License no. 74/2009 (2.73 acres)
 - 3.) The Second party will carry on construction of 18.39 Acres land schedule attached with this MOU
 - 4.) Amenities and communities of 2.736 Acres which are already given to the second party the proportionate area of the same will be given to second party for open space and if Govt./Town and Country Planning Department permits to do so
 - 5.) The LOI of the remaining land shall be provided by the First Party including Licence Fes, Scrutiny Fees will be paid within 4 months' time period starting from depositing the entire HUDA Charges (EDC and IDC and any other charges due till date of 11.3875 Acre/license no. 14/2009), EDC/IDC of 11.3875 acres will be deposit by second party as and when demanded by DGTP Dept.



- 6.) The First party will execute one Irrevocable GPA in favour of second party by amending the already executed GPA dated 26th Jul'10 or a new GPA after cancelling the existing one
- 7.) The First Party has already applied for transferring of license in favour of the second party before office of DGTCP, Haryana
- 8.) The Land Schedule and specific Killa Nos, of 18.39 Acres will be mentioned in a separate annexure of land schedule is attached herewith, However we have not found any annexure in the available provided documents to us.
- 9.) The land transferred in favour of second party in which the undivided and none partition land measuring approx. 10 Kanal 7 Marla in village Dabua (constitutes to a total of 1.293748 Acres) and 0.479 Acres in village NawadaKoh has already t/d will be partitioned by First Party or in alternate, the First Party will provide another full shared of land attached with the main land of Second Party which is fit for the Group Housing Society Purposes within Four months, the time period starting after depositing the entire HUDA charges (EDC & IDC and any other charges after LOI due till date of 11.3875 acres/license no. 14/2009) and remaining EDC/IDC of 11.3875 Acres will be deposit by Second Party as and when demanded by DGTCP Department.
- 10.) The total amount paid by First Party is INR 56,97,60,000/- (INR 56.11 crores for FSI and INR 86.60 lac obtaining certain permissions of NOCs)
- 11.) The total cost of FSI agreed b/w both the parties as per MOU was INR 400/- per sq. ft. which comes to INR 56,09,76,400/-
- 12.) The First Party has already paid BG of INR 4,42,11,000/- against license no. 14/2009, but actually deposited 1.10 crore in the shape of FDs bearing no. 173785 and 173786 amt. INR 90 Lacs and INR 20 Lacs respectively in favour of first party. These FDs are now absolutely owned by second party. Photocopy of FD is attached with this MOU
- 13.) The second party will deposit the EDC/IDC till date against already issued Licenses i.e., 14/2009 and rest of the instalments for IDC/EDC will be paid by Second Party as and when demanded by DGTCP Dept.

➤ On 29th Nov'2013, another MOU has been executed which states that:

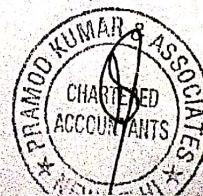
- 1.) The parties have already registered three Collaboration Agreements vide Vasika no. 6484 dated 11th Jul'12, Vasika no. 21505 dated 07th Jan'13 and Vasika no. 11545 dated 29th Nov'13
- 2.) The second party (prop. Sri Sat Sahib) has been allocated 20% share of the total FAR granted by Town and Country Planning Department, Haryana In the proposed Group Housing Society vide Amended Collaboration Agreement dated 29th Nov'13.
- 3.) The second party has already received from the First Party full and final remuneration with respect to this 20% share in its favour and as such second party has left no right, title and interest in respect of the said total FAR of the said land vest In First Party (POMSCHS Ltd.)
- 4.) Whereby any liability If accrued in favour of Second party after registration of Amended Collaboration Agreement dated 29.11.2013 then the same will be borne by the First Party and the second party will be deemed to be free from all liabilities and encumbrances



2. Observations/Drawbacks of the MOUs:

The MOU signed on 31-01-07 has suffered from the following drawbacks:

- 1.) Clause 7(a), (b) and (c) of MOU dated 31st Jan'07 doesn't specify the time limit/ deadline for handing over or executing the marketable title and only specifies the payment terms as within 45 days from the date of MOU which gives a privilege to first party for claiming the amount of INR 7 crores without performing the contractual terms.
- 2.) MOU doesn't specify who will release the payment to the original land owner as the first party doesn't have any title in their name.
- 3.) As per the MOM dated 24th Jun'07, there should be a MOU for the Land Cost as per INR 360/- sqft which were amended on 24th Jan'07 and increased the land cost from INR 360/- sq. ft. to INR 400 sq. ft. but there's no record for any MOU prior to 31st Jan'07
- 4.) Regarding rate of INR 400/- per sq. ft. society in the board meeting held on 19th Nov'06 decided to procure land from Col. R Soni as per the offer rate of INR 360/- per sq. ft. No discussion regarding enhancement of rate was in the MOM held on 23-11-06, 26-12-06, 08-01-2007 and 14-01-07 which was signed by then chairman Mr. R. S. Ghuman. In the meeting held on 24-01-07 rate has increased from INR 360 to INR 400 per sq. ft. for 15 acre of land resulting in Financial loss on INR 4,57,38,000/- for procurement of 15 acres of land. Further scrutiny of the minutes the reason for the enhancement of rate from 360 to 400 was on account of shifting of risk from society to Col. R Soni whereas Col. Soni has not purchased any piece of land from its own sources.
- 5.) INR 12 crore was released (5 crores plus 7 crores) vide Chq. No. 587814 & 588755 respectively to first party against BG of INR 5 crore was obtained and the same was released in contravention of the MOU as per Clause 7 (c). It has been stated that balance payment of INR 33.78 crores will be made to first party on the execution and registration of conveyance deed by first party after transferring the land along with all its right to second party which has not been complied with.
- 6.) INR 5 crores was released in the name of Col. R Soni and Shri Sumer S Rana on 31st Jan'07 vide chq no. 587814 drawn on Punjab and Sindh Bank and INR 7 crores was released in the name of their partnership firm SSS vide chq. No. 588755 dated 8th Jun'07 as the partnership deed was entered by both the person on 26th Feb'07.
- 7.) Further MOU was amended on 8th Jun'07 and Clause 7(b) of original MOU was amended whereby Clause of BG was excluded/deleted from the MOU. As per the Supplementary MOU dated 8th Jun'07 Clause 7 (b) of MOU dated 31st Jan'07 has been changed which is read as under
"Clause 7(b) has been altered as second party time to time release the amount of INR 7 crores directly in favour of sellers through first party on execution of pronote, receipt and memorandum of deposit of titles as per the procurements from sellers as per Schedule A. It includes the payment to be made to First party for the land already procured on the deposit of their files"
POMSCHS has already paid INR 5 crores to SSS on 31st Jan'07 via Chq. No. 587814 hence only remaining INR 2 crores should have been paid as per above mentioned amended clause. However, POMSCH paid INR 7 crores on to SSS and didn't consider the previous payment of 5 crores. Thus, Total amount of 12 crores was paid against the demand of INR 7 crores.
- 8.) As per the amended clause the second party will release payment directly in favour of seller through first party from whom the first party is procuring the land whereas payment has been made to First Party which is a contravention of the amended clause. Condition regarding submission of bank



Guarantee has been removed for which approval of the executive committee for the meeting held upto 8th Jun'07 was not taken. This has resulted in payment of amount for which the society doesn't have any security by way of BG. Also the payment was released to first party which is in contravention of clause 7 (b) of amended MOU dated 8th Jun'07.

- 9.) The First Party also agreed vide clause no. 3 of supplementary MOU dated 8th Jun'07 to give a rebate of 2.10 crore at the time of final payment by second party to first party. The cost of land for 20 acres (15 acres + 5 acres) at the rate of INR 400 per sq. ft. works out to INR 60,98,40,000 whereas as per INR 360 per sq. ft. the cost works out to INR 54,88,56,000 which has resulted in loss of INR 6,09,84,000.

In all the 5 no. of MOUs and amended MOUs signed between date 08th Jun'07 and 09th Apr'08 there's no disclosure of the payment of INR 5 crores made on 31st Jan'07 via chq. No 587814 also amount of said 5 crores didn't considered while calculating the total amount paid to SSS which results the extra payment of 5 crores directly in the account of Col. R Soni and Sumer S. Rana.

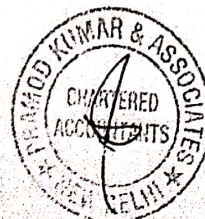
- 10.) Advance of INR 56.98 crores was released during January 2007 to August 2009 for land measuring 20 acres. Licence was obtained for land measuring 11.8375 acres in January 2009 and the corresponding value of which as per MOU worked out of INR 34.72 crores. Excess payment of INR 22.26 crores was held by SSS comes out to the cost of remaining 7 acres land for which LOI has not been provided by SSS. Actual land cost for 7 acres of land is INR 11.78 crores. Therefore, differential payment of INR 10.48 crores is financial loss to the society.

- 11.) As per Addendum to the MOU signed on 09th Apr'08, total cost of land measuring 20 acres works out to INR 61,33,40,000/- (refer below mentioned table for details) i.e., INR 401.83/- per sq. ft., however total cost of land at the rate of INR 400/- per sq. ft. works out to INR 60,98,40,000/-. Hence, the differential amount of INR 35,00,000 is direct loss to the society.

Particulars	Amount (INR)
Payment already made to the SSS	31,66,00,000
Payment to be released against the MOU dated 09 th April'2008	5,00,00,000
Balance Payment	20,67,40,000
Rebate	4,00,00,000
TOTAL	61,33,40,000/-

- 12.) Total Cost of land measuring 20 acres comes to INR 60,98,40,000/- against which both the parties settled for the land measuring 18.3860 acres and land provided by First party measures only 18.231 acres the cost for the differential part of land i.e., 1.769 costing INR 5,39,40,348/- at the rate of INR 400/- per sq. ft. is the direct loss to the society.

- 13.) As per the MOU dated 31st Jan'07, second party will undertake the cost of EDC, IDC and development charges after the sanction of LOI and The first party has further agreed to apply and get the license for development at their own cost within 120 days of the date of application. Since, there's delay in getting the LOI by First Party, both the parties in MOU dated 24th Sept'11 agreed as "The land transferred in favour of second party in which the undivided and none partition land measuring approx. 10 Kanal 7 Marla in village Dabua (constitutes to a total of 1.293748 Acres) and 0.479 Acres in village Nawada Koh has already t/d will be partitioned by First Party or in alternate, the First Party will provide another full shared of land attached with the main land of Second Party which is fit for the Group Housing Society Purposes within Four months, the time period starting after depositing the entire HUDA charges (EDC & IDC and any other charges after LOI due till date of 11.3875 acres/license no. 14/2009) and remaining EDC/IDC of 11.3875 Acres will be deposit by Second Party as and when demanded by DGTCP Department." which interprets as due to delay in getting LOI, charges of EDC and IDC till the date of this MOM i.e., 24th Sept'11 plus 4 months shall be borne by SSS and any demand of EDC and IDC after that due date will be borne by Second Party.



Total EDC and IDC charges due till the due date of 24th Sept'11 plus 4 months is INR 14,58,61,000/- out of which INR 1,53,00,000/- is paid by SSS and the remaining INR 13,05,61,000/- is paid by Society. Hence, this payment of INR 13,05,61,000/- is a direct loss to the society.

14.) Noted that SSS had promised a rebate of INR 4,00,00,000/- (2,10,00,000+1,90,00,000) in Supplemental MOU dated 08th Jun'07 and 07th Sept'09 at the time of Full and Final Payment. However, the same has not been fulfilled. Therefore, the amount of INR 4,00,00,000/- is direct loss to the society.

15.) As per MOU dated 24-09-2011, All Expenses to get the LOI including license fee, scrutiny for the remaining land of 7 acre will be paid by the First Party (SSS). However, an amount 16 lacs vide DD No. 453183 on 20-09-2012 for licence fee were paid by the society instead of SSS which was the obligation of SSS as per MOU. Therefore, the amount of INR 16,00,000/- is direct loss to the society.

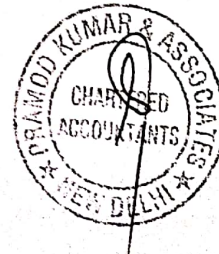
16.) In the meeting of BOD held on 23-09-11, it was decided to cancel the old GPA and execute the new GPA in favour of Shri Virender Singh for 11.3875 acres of land. BOD have not indicated in the minutes whether the new GPA will be revocable or irrevocable. Subsequent action for issue of revocable GPA with separate affidavit was not mentioned in the MOM.

BOD in the meeting dated 23-03-12 decided the society shall pay for stamp duty charges and other legal charges and fee payable for getting the land parcel registered in the name of society. These charges shall be extra and above the FSI charges agreed and paid with SSS. As per the list provided to us which is given here under SSS has registered 3 piece of land in the name of society on 28-04-11 and 12-08-11 after paying stamp duty of INR 77,08,960.00 whereas payment of stamp duty was decided in the meeting held on 23-03-12 that is much after the payment of stamp duty. Further, SSS has registered 3 piece of land valuing INR 10,36,27,715.00 in the name of the society which was purchased by him in the year 2007 from the funds provided by the society. Society doesn't have chain of documents with regard to land purchased by SSS resulting which it become difficult to ascertain the cost at which land was purchased by SSS in 2007 also society doesn't have chain of pages for the land purchased by SSS and t/d to society. In addition to this other land was t/d by the farmer at a cost of INR 65,00,000 after paying stamp duty of INR 4,55,000 which shows the land was purchased by SSS on 12-8-11 to 14-6-12 whereas SSS has already paid the money for purchased of this land for which there's a loss of interest to the society it is suggested that society ask for chain of papers for the land t/d in the name of society. (Refer page 147 of BOD)

17.) Noted discrepancy among the MOD dated as on 9th Jun'07 and the Registry copy bearing Registry no. 3752, the land measurement as per MOD is 1 kila, 6 kanal, 10 marla whereas measurement as per Land Registry is 1 Kila, 0 Kanal, 6 Marla provided as collateral to the society.

Noted registry no. 1521, 3408, and 4168 mentioned in MOD has not been found which contains the registry for the land measuring 2 Kila, 10 Kanal, 20 Marla provided as collateral to the society.

Comparison between the details of registry as per MOD and as per Sale Deed is as under:



Measurement as per MOD								Actual Measurement as per Sale Deed			
Registry No.	Date of Registration	Name of the buyer	Name of the seller	Kila	Kanal	Marla	Value of land	Location of Land	Kila	Kanal	Marla
1521	25-05-2007	Shri Sat Sahib Housing & Infrastructure Co.	Deed not provided	1	2	-	1,25,00,000.00	Deed not provided	-	-	-
2496	26-06-2007	Shri Sat Sahib Housing & Infrastructure Co.	Raghuraj Singh, Sanjay kumar, Sudeshbala	1	1	15	1,40,15,625.00	Nawada koh, Faridabad, Haryana	1	1	15
3408	24-07-2007	Shri Sat Sahib Housing & Infrastructure Co.	Deed not provided	-	3	15	30,00,000.00	Deed not provided	-	-	-
3613	30-07-2007	Shri Sat Sahib Housing & Infrastructure Co.	Goodwill buildwell Pvt. Ltd.	-	3	13	15,00,000.00	Dabua, Faridabad, Haryana	-	3	13
3614	30-07-2007	Shri Sat Sahib Housing & Infrastructure Co.	Goodwill buildwell Pvt. Ltd.	-	3	10	15,00,000.00	Dabua, Faridabad, Haryana	-	3	10
16051	23-07-2007	Shri Sat Sahib Housing & Infrastructure Co.	Rampal, Rispal, Pappu etc	-	1	6	16,91,000.00	Nawada koh, Faridabad, Haryana	-	1	6
3751	01-08-2007	Shri Sat Sahib Housing & Infrastructure Co.	Balbir Kaur Malik	-	7	19	50,00,000.00	Dabua, Faridabad, Haryana	-	7	19
3752	01-08-2007	Shri Sat Sahib Housing & Infrastructure Co.	Prem Singh	1	6	10	52,00,000.00	Dabua, Faridabad, Haryana	1	0	6
4168	13-08-2007	Shri Sat Sahib Housing & Infrastructure Co.	Deed not provided	1	5	5	1,64,00,000.00	Deed not provided	-	-	-
				4.00	31.00	93.00	6,08,06,625.00		2.00	15.00	69.00

18.) Wrongfully revocation of GPA by SSS

SSS executed first GPA on 26th Jul'10 in favour of Chairman, POMSCHS and on 26th Sept'11 which was irrevocable. However, the same was revoked on 13th June 2017.

Cancellation of GPA was registered in sub registrar office of Faridabad vide Serial no. 4, page no. 24 wherein it has been noted that the said GPA was cancelled without giving any show cause and consent of any authorized member of POMSCHS.

In Cancellation document, only name of the POMCS was mentioned without any name and signature and the same was signed by only Mr. S. Rana and his 2 witness which is not known to member of POMSCHS.

There's no disclosure regarding the details of the member present on behalf of society and stamp & signature from the society's representative was also not found which shows that the GPA was withdrawn/cancelled without the consent of Chairman of Society.

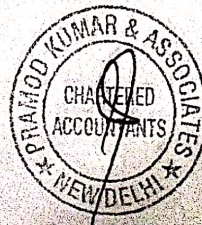
Another GPA was executed by SSS on 26th Sept'11 in favour of Virender Singh, Son of Dharam Singh, Director, POMSCHS along with an affidavit executed on the same day 26th Sept'11 wherein it was mentioned in clause 2 That SSS will not revoke the said GPA and in future, if SSS revoke the said GPA, legal action can be taken against SSS/S. Rana by the purchaser".

By virtue of assertion of said clause in affidavit, The GPA executed on 26th Sept'11 become irrevocable.

However, GPA executed on 26th Sept'11 was also cancelled on 19th Jun'18 which is in contravention of the affidavit dated 26th Sept'11 submitted by Mr. S Rana and against the law.

Further scrutiny of the document reveals GPA was cancelled by SSS sue-moto on his personal grounds and without any adequate reason and without consent of the POMSCHS.

Since land of 11.3875 Acre of land is in the name of Mr. S. Rana/SSS and Post cancellation of both the GPAs, ownership of property has not been transferred in the name of POMSCHS and the ownership remains with the SSS.



Thus, it becomes difficult for the society to take any action on the land procured on behalf of society. We have already discussed in length regarding non-compliance of MOU for release of payment for procurement of land for construction of flats resulting which the stake of 688 members are in dark.

3. Summary of Total Loss:

Total Monetary loss incurred to the Society is as under:

Particulars	Amount (INR)
Loss on account of revision of rate from INR 360/- Sq. Ft. to INR 400 Sq. Ft. for 18.231 Acre	6,09,84,000
Loss on not providing FSI for 7 acres of Land (Being the difference of FSI value and the cost of purchase of Agriculture land (Taken from Registry value)	10,47,63,325
Loss on account of excess cost of FSI for 20 acres of land calculated in addendum to Memorandum dated 09 th Apr'08	35,00,000
Loss on settlement of total 20 acres land with 18.231 acres	5,39,40,348
Loss on Payment of EDC/IDC charges by Society which has to be paid by SSS	13,05,61,000
Loss of Rebate promised by SSS but not given	4,00,00,000
Loss on payment of FSI and License fee of 7 acre land (Paid by Society which was the obligation of SSS)	16,00,000
TOTAL	39,53,48,673/-

4. Schedule of Payments made by POMSCHS to SSS:

POMCHS made the following payments total amounts to INR 56,97,60,000.00/- to SSS:

Chq dated	Paid to	Amount	Chq. no.	Clearing date
31-01-2007	Col. R Soni And Shri Sumer S Rana	5,00,00,000.00	587814	23-02-2007
08-06-2007	Sri Sat Sahib	7,00,00,000.00	588755	11-06-2007
14-08-2007	Sri Sat Sahib	2,00,00,000.00	588291	16-08-2007
08-09-2007	DD in favour of DTCP, Chandigarh	1,31,00,000.00	478127	DD in favour of DTCP, Chandigarh
06-09-2007	Sri Sat Sahib	3,70,00,000.00	589781	05-10-2007
12-12-2007	Sri Sat Sahib	2,50,00,000.00	590896	14-12-2007
26-12-2007	Sri Sat Sahib	80,00,000.00	552249	DD in favour of SSSHIDC
09-01-2008	Sri Sat Sahib	7,00,00,000.00	590922	15-01-2008
06-02-2008	Demand Draft	50,00,000.00	552331	Demand Draft
06-02-2008	Sri Sat Sahib	1,50,00,000.00	590934	08-02-2008



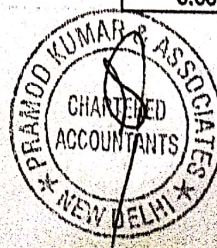
20-03-2008	Sri Sat Sahib	35,00,000.00	552446	DD in favour of SSSHIDC
03-05-2008	Sri Sat Sahib	35,00,000.00	552573	Demand Draft
09-05-2008	Sri Sat Sahib	1,90,00,000.00	552595	Demand Draft
23-05-2008	Sri Sat Sahib	3,10,00,000.00	552620	DD in favour of SSSHIDC
11-07-2008	Sri Sat Sahib	4,00,00,000.00	598446	12-07-2008
26-07-2008	Sri Sat Sahib	1,50,00,000.00	552804	Demand Draft
03-02-2009	Sri Sat Sahib	70,00,000.00	31076	05-02-2009
13-02-2009	Sri Sat Sahib	80,00,000.00	598559	16-02-2009
26-02-2009	Sri Sat Sahib	4,42,00,000.00	598562	28-02-2009
26-02-2009	Sri Sat Sahib	60,00,000.00	598565	02-03-2009
19-03-2009	Sri Sat Sahib	3,50,00,000.00	598591	21-03-2009
17-04-2009	Sri Sat Sahib	3,00,00,000.00	595685	20-04-2009
15-06-2009	Sri Sat Sahib	86,60,000.00	609877	16-06-2009
06-08-2009	Sri Sat Sahib	58,00,000.00	601565	10-08-2009



5. Details of Land with POMSCHS:

Following is the land schedule available with POMSCHS for 11.3875 acres which are registered in the name of SSS. The legal owner of the following properties is SSS:

S. No.	Registry/ Stamp no.	Date	Amount	Stamp Duty	% of Stamp Duty	Measurement		
						Acre	Kanal	Marla
1	6626	09-07-2007	1,40,15,625.00	11,21,250.00	8.000	1	1	15
2	7706	23-07-2007	16,91,000.00	-	0.000	0	1	6
3	8511	30-07-2007	15,00,000.00	1,20,000.00	8.000	0	3	13
4	8504	30-07-2007	15,00,000.00	1,20,000.00	8.000	0	3	10
5	8828	01-08-2007	50,00,000.00	4,00,000.00	8.000	0	7	19
6	8829	01-08-2007	52,00,000.00	4,16,000.00	8.000	1	0	6
7	12980	01-10-2007	75,75,000.00	7,32,426.75	9.669	0	6	0
8	17115	27-11-2007	75,75,000.00	6,06,000.00	8.000	0	6	0
9	17549	30-11-2007	18,93,750.00	2,87,906.81	15.203	0	1	10
10	19504	11-12-2007	75,00,000.00	6,00,000.00	8.000	0	4	4
11	19507	11-12-2007	57,81,500.00	4,62,520.00	8.000	1	1	5
12	19506	11-12-2007	12,50,000.00	1,00,000.00	8.000	0	2	0
13	20530	19-12-2007	45,00,000.00	3,60,000.00	8.000	0	4	7
14	21873	07-01-2008	9,88,638.00	79,120.70	8.003	0	0	14
15	22252	10-01-2008	6,94,375.00	55,598.61	8.007	0	0	11
16	22299	11-01-2008	27,00,000.00	2,16,000.00	8.000	0	2	0
17	22297	11-01-2008	17,21,500.00	1,37,720.00	8.000	0	1	6
18	22298	11-01-2008	70,87,500.00	5,67,000.00	8.000	0	5	5
19	22896	17-01-2008	49,65,000.00	3,97,200.00	8.000	1	0	5
20	22900	17-01-2008	21,90,000.00	1,75,200.00	8.000	0	3	13
21	22895	17-01-2008	81,60,000.00	6,52,800.00	8.000	1	5	12
22	22897	17-01-2008	4,16,250.00	33,320.81	8.005	0	0	6
23	22898	17-01-2008	6,05,000.00	48,400.00	8.000	0	0	10
24	22902	17-01-2008	8,47,000.00	67,760.00	8.000	0	0	14
25	22903	17-01-2008	6,05,000.00	48,400.00	8.000	0	0	10
26	23728	28-01-2008	19,80,000.00	1,58,400.00	8.000	0	1	4
27	23677	28-01-2008	19,80,000.00	1,58,400.00	8.000	0	1	4
28	24079	31-01-2008	88,83,357.00	7,10,668.56	8.000	0	4	9
29	24081	31-01-2008	48,90,837.00	3,91,315.87	8.001	0	2	9
30	24489	06-02-2008	23,91,000.00	1,91,280.00	8.000	0	1	7
31	6640	16-06-2008	1,00,11,875.00	7,00,831.25	7.000	0	4	17
32	8044	02-07-2008	32,61,570.00	2,28,342.52	7.001	0	1	9
33	8045	02-07-2008	12,94,300.00	90,613.94	7.001	0	0	12
34	8221	04-07-2008	50,60,000.00	3,54,200.00	7.000	0	2	1
35	8546	08-07-2008	86,11,570.00	6,02,896.02	7.001	0	3	9
36	8508	08-07-2008	9,28,500.00	65,004.29	7.001	0	0	12
37	9066	14-07-2008	94,000.00	6,599.74	7.021	0	0	1
38	9196	15-07-2008	4,17,000.00	29,190.00	7.000	0	0	3
39	9194	15-07-2008	87,50,000.00	6,12,500.00	7.000	0	3	10
40	9974	24-07-2008	76,00,694.00	5,32,048.58	7.000	0	2	4
41	9973	24-07-2008	4,02,83,680.00	28,19,857.60	7.000	1	3	14
42	9975	24-07-2008	68,75,000.00	4,81,250.00	7.000	0	2	0
43	9976	24-07-2008	60,15,650.00	4,21,095.50	7.000	0	1	15
44	10029	25-07-2008	55,00,000.00	3,85,000.00	7.000	0	1	15
45	14573	15-09-2008	15,70,000.00	1,09,900.00	7.000	0	0	6
46	15233	24-09-2008	2,50,000.00	17,500.00	7.000	0	0	3
			22,26,11,171.00	1,68,71,517.54		6.00	86.00	361.25



Further, Detail of Land available with POMSCHS for 6.85 acres which are registered in the name of POMSCHS. The legal owner of the following properties is POMSCHS.

S. No.	Registry/ Stamp no.	Date	Amount	Stamp Duty	% of Stamp Duty	Measurement		
						Acre	Kanal	Marla
1	1522	28-04-2011	6,89,81,875.00	48,28,740.00	7	4	2	12
2	1521	28-04-2011	1,46,45,840.00	10,25,220.00	7	0	6	5
3	6830	12-08-2011	2,00,00,000.00	14,00,000.00	7	0	9	17
4	6832	12-08-2011	30,00,000.00	2,10,000.00	7	0	4	0
5	15216	21-12-2011	35,00,000.00	2,45,000.00	7	0	1	4
			11,01,27,715.00	77,08,960.00		4	22	38

