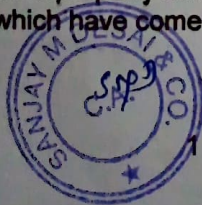


**REPORT OF AN AUDITOR RELATING TO ACCOUNTS
AUDITED UNDER SUB-SECTION (2) OF SECTION 33 & 34
AND RULE 19 OF THE BOMBAY PUBLIC TRUSTS ACT.**

Registration No. : **A- 632**
Name of the PublicTrust : **SHREE ANAVIL SAMAJ, MUMBAI**
For the year ending : **31st March, 2024**

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- a) Whether accounts are maintained regularly and in accordance with the Provisions of the Act and the rules : **Yes**
- b) Whether receipts and disbursements are properly and correctly shown in the accounts : **Yes**
- c) Whether the cash balance and vouchers in the custody of the manager of trustee on the date of audit were in agreement with the accounts: **Yes**
- d) Whether all books, deeds, accounts, vouchers or other documents or records required by the auditor were produced before him: **Yes**
- e) Whether a register of immovable and movable properties **The Register of Immovable Properties is properly maintained, the changes therein are is properly maintained.**
communicated from time to time to the regional **The Register of Investments is properly**
office and the defects and inaccuracies mentioned in **maintained.**
the previous audit report have been duly complied with :
- f) Whether the manager or trustee or any other person required by the auditor to appear before him did so and furnished the necessary information required by him : **Yes**
- g) Whether any property or funds of the Trust were applied for any object or purpose other than the object or purpose of the Trust : **No**
- h) The amounts of outstanding for more than one year and the amounts written off , if any, : **(1) Advance to Ramniklal Bhuta for purchase of Land : Rs.30,000/-**
(Refer to notes on page no:3)
Amount written off : Rs. 30000.
(2) Advance paid for flats : Rs. 2500000
Amount written off : Rs. NIL.
- i) Whether tenders were invited for repairs or construction involving expenditure Exceeding Rs. 5000/- **Yes**
- j) Whether any money of the public trust has been invested contrary to the provision of section 35 : **No**
- k) Alienations, if any, of the immovable property contrary to the provisions of Section 36 which have come to the notice of the auditor ; **None**



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|--|--------------------------------------|
| l) All cases of irregular, illegal or improper expenditure, or failure or omission to recover Monies or other property belonging to the public trust or of loss or waste of money or Other property thereof, and whether such expenditure, failure, omission loss or waste was caused in consequence of breach of trust or misapplication or any other misconduct on the part of the trustees or any other person while in the management of the trust ; | None |
| m) Whether the budget has been filed in the form provided by rule 16 A ; | Yes |
| n) Whether the maximum and minimum number of the trustees is maintained; | Yes |
| o) Whether the meetings are held regularly as provided in such instrument; | Yes |
| p) Whether the minute books of the proceedings of the meeting is maintained; | Yes |
| q) Whether any of the trustees has any interest in the investment of the trust; | No |
| r) Whether any of the trustees is a debtor or creditor of the trust; | No |
| s) Whether the irregularities pointed out by the auditors in the accounts of the previous Year have been duly complied with by the trustees during the period of audit; | Not Applicable |
| t) Any special matter which the auditor may think fit or necessary to bring to the notice of the Deputy or Assistant Charity commissioner. | Refer to notes on Page No: 3. |

Dated 29.08.2024

at Mumbai

For Sanjay. M. Desai & Co.,
Chartered Accountants
(FRN : 109173W)



Sanjay Desai

Sanjay. M. Desai.
Proprietor.
Membership No: 31092

UDIN : 24031092BKGEGT7227

SANJAY M. DESAI & CO.
CHARTERED ACCOUNTANTS

26 GANGA NIWAS,
AZAD STREET, S.V.ROAD
ANDHERI (WEST),
MUMBAI - 400 058. (INDIA)

CA Sanjay M Desai
B. Sc., A. C. A.

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Note:

- [1] The Trust, Shree Anavil Samaj, Mumbai had paid an Advance of Rs. 30000 to Shri Ramniklal Bhuta under an Agreement for purchase of a plot of land opposite Bhuta High School several years ago.
- [2] The Trust subsequently filed a Suit No: 9004 of 1993 before the Honourable City Civil Court of Judicature at Mumbai for the specific performance of the said Agreement for the purchase of plot against the heirs of Shri Ramniklal Bhuta,
- [3] The Advocates of the Trust in the said suit have certified that the said suit was dismissed for default and that the Trust had filed a notice of motion for restoration of the said suit. The said notice of motion has also been dismissed vide the Order dated 16th September, 2022. Consequent upon the dismissal of the said notice of motion, the said amount of Rs.30000 paid to Late Shri Ramniklal Bhuta *has become irrecoverable*. The Trust has written off the said irrecoverable advance of Rs. 30000 during the year.
- [4] (A) During the year under review, the Trust had received a sum of Rs. 10250000 (Rupees One Crore Two Lakhs Fifty Thousand Only), as an Advance against Sale of Flats held by the Trust. This receipt was in pursuance of a proposed Memorandum of Understanding with the prospective buyers, as authorized by the Trustees. The amount received represented 25% of the proposed total consideration of Rs. 41000000 (Rupees Four Crores Ten Lakhs Only), as stated in the proposed Memorandum of Understanding.
- (B) *We are informed by the Trust that the proposed Memorandum of Understanding has not been executed with the prospective buyers as on the date of this report and the application for the consent of the Charity Commissioner to alienate the immovable property has not been made. Pending the execution of the Memorandum of Understanding and pending the receipt of the consent of the Charity Commissioner for the alienation of the subject immovable properties by the Trust, the said advance is shown as a liability in the Balance Sheet under review.*

Dated 29.08.2024

at Mumbai

For Sanjay. M. Desai & Co.,
Chartered Accountants
(FRN:109173W)



Sanjay M. Desai
Sanjay. M. Desai.
Proprietor.
Membership No: 31092
UDIN : 24031092BKGEGT7227