

**MEMORANDUM OF GREATER KAILASH-II WELFARE**  
**ASSOCIATION**

(Registration No. 3726)

Registered under the Societies Registration Act, 1860 (Act No. XXI of 1860)

**1. Name**

1.1 This Memorandum of Greater Kailash-II Welfare Association may hereinafter referred to as the “**Memorandum**”.

1.2 The name of the Association shall be the "Greater Kailash-II Welfare Association" (GKIIWA) which includes all Blocks (E, M, S, and W) of Greater Kailash-II, New Delhi – 110 048 (hereinafter referred to as the "**Association**").

**2. Office**

The office of the Association shall be located at a place determined by the Executive Committee, from time to time. In absence of such a place, it shall be located at the residence of the General Secretary/ President of the Association until a permanent office is established by the Association.

**3. Objects**

3.1. To promote social and recreational activities among Residents of Greater Kailash-II, New Delhi – 110 048 (hereinafter referred to as the "**Colony**") and citizens of Delhi in general.

3.2. To foster and promote unity and cooperation among the Welfare Associations of Delhi and organize activities beneficial to the public.

- 3.3. To *inter alia* arrange scientific, literary, religious and cultural functions, games and sports, melas, lectures, exhibitions, festivals, and film shows for the benefit of the public.
- 3.4. To organize camps for the relief of Residents and the public in need, and to extend assistance for national and public causes.
- 3.5. To open dispensaries or medical campd to provide medical relief to Residents and the needy public.
- 3.6. To promote the development and achievement of civic amenities and welfare of the Residents of the locality.
- 3.7. To carry out other activities that benefit the Residents of the Colony.
- 3.8. To carry out other activities as decided by the General Body of the Association for the welfare of the Residents, provided such activities are non-political and non-commercial in nature.

#### **4. Membership**

The Members of the Association shall be categorized into two groups, that is Life Members and Associate Members.

##### **4.1. Life Members**

Life Membership of the Association shall only be open to the *bona fide* owners (including their *bona fide* family members) and to the *bona fide* resident-tenants (including their *bona fide* family members) of authorized dwelling units, who have attained the age of 18 (eighteen) years.

Unauthorized occupants, transferees of property, residents on public land, employees and residents not having valid ID proof of residence shall not be admitted as Life Members.

#### 4.2. Associate Members

4.2.1 Associate Membership of the Association shall only be open to such person (entity, trust, company, firm, or concern, etc., through its principal officer, director, partner or proprietor) who:

- (i) is engaged in the business of construction, renovation, etc., of residential and/ or commercial buildings and structures (hereinafter referred to as the "**Builder**") in the Colony; and/ or
- (ii) is carrying on any Commercial and/ or Professional Activity in the Colony; and/or
- (iii) is running any Establishment, Shop, Commercial set-up, etc. located in the Colony.

4.2.2 An Associate Member shall neither be entitled to contest elections nor vote in the process of electing the Executive Committee.

4.2.3 The Executive Committee has the power to make, constitute or amend any Rules, Regulations, Code of Conduct, or Guidelines (hereinafter together referred to as the "**Rules**") to *inter alia* govern the activities of the Builders in the Colony and levy any fees, amounts, charges, contributions, subscription, etc. from the Builders. All Builders shall be governed by such Rules as

constituted or amended from time to time by the Executive Committee.

4.2.4 In case of any conflict between the Rules and this Memorandum, the provisions of this Memorandum shall prevail.

## **5. Membership and Subscription**

5.1. A Life Member shall pay a sum of Rs. 1,100/- (Rupees Eleven Hundred Only) as Life Membership Fee. Existing Life Members of the Association shall continue to be Life Members under this Memorandum, subject to approval by the Executive Committee.

5.2. A Life Member, in addition to the above, shall also pay Rs. 6,000/- (Rupees Six Thousand Only) per Kitchen on behalf of his/ her family/ household as Annual Subscription. This amount shall relate to the Financial Year for which it is paid, which shall *inter alia* be utilized for rendering the following services (which are in addition or in supplement to the effort of the relevant government agencies):

- (i) security system;
- (ii) collection and disposal of kitchen waste;
- (iii) sanitation and cleaning;
- (iv) upkeep and development of parks;
- (v) general operational expenses of the Association.

5.3. Any Fee or Subscription Amount levied by the Association from its Members before the commencement of this Memorandum shall continue to be applied for the same purposes, until provision to the contrary is made.

- 5.4. An Associate Member shall pay a sum of Rs. 6,000 (Rupees Six Thousand Only), as an Annual Membership Fee per shop/ operation/ unit/ site/ commercial establishment. This Membership Fee paid shall relate to the Financial Year for which it is paid. Provided that the Builders engaged in the development/ construction of any residential/ commercial unit or building in the Colony shall pay Rs. 50,000/- (Rupees Fifty Thousand Only), as Associate Membership Fee per site/ unit, as applicable. The Builders shall be governed by the Rules/ Guidelines for Builders stipulated by the Association.
- 5.5. Every Member shall pay any fees/ charges/ subscription or any other amount in the name of the Association to either the treasurer or any other person duly authorized by the Executive Committee.
- 5.6. On the death of a Life Member, his/ her spouse, if surviving, shall automatically become a Life Member without paying any further Life Membership Fee, by informing the Association of the demise of his/ her spouse. The Membership Form of the surviving spouse shall be accompanied with the Death Certificate of the deceased Life Member.
- 5.7. In case of any change in address (within the Colony), the members shall inform the Association within 30 (thirty) days from the date of such change.

## **6. Termination of Membership**

- 6.1. The membership of a Life Member shall cease if :
- (i) he/ she ceases to be the owner/ tenant or resident in the Colony; or
  - (ii) he/ she resigns his/ her membership; or

- (iii) he/ she is declared to be an insolvent by any competent Court/ Tribunal or is of an unsound mind; or
- (iv) he/ she is convicted of an offence involving moral turpitude, unless the said conviction has been stayed or suspended by any Court.

6.2. The membership of an Associate Member shall cease if :

- (i) he/ she does not conduct his/ her business/ occupation/ profession or any other commercial activity from of place of business/ occupation/ profession in the Colony; or
- (ii) if he/ she ceases to be the owner or tenant of the place of business; or
- (iii) if he/ she resigns his/ her membership.

6.3. The decision of the Executive Committee, regarding the termination of membership of any Life Member or any Associate Member or their eligibility, shall be final.

## **7. Meeting of the General Body**

7.1. General Body Meeting shall be of two types:

- (i) Annual General Meeting (hereinafter referred to as the “AGM”), or
- (ii) Extraordinary General Meeting (hereinafter referred to as the “EGM”).

7.2. There shall be two AGMs which shall be conducted in the span of 2 (two) years of the term of the Executive Committee:

- (i) First, within 15 (fifteen) days from date of result of Elections of the Executive Committee, meant only for handover and takeover of the operating system, including assets and accounts, etc.

(ii) Second, either in April or soon thereafter as the Executive Committee may decide, to approve accounts for the previous Financial Year and transact any business which the Executive Committee may place before it.

7.3. An EGM shall be held at such time and place as the Executive Committee or the President may decide.

7.4. An EGM shall also be called on receipt of a requisition by the President or the General Secretary from not less than 20% (twenty percent) of the Life Members of the Association.

## **8. Executive Committee**

8.1. The management of the affairs of the Association shall be vested in the Executive Committee, which shall consist of the President, 2 (two) Vice-Presidents, the General Secretary, the Joint General Secretary, the Treasurer, the 4 (four) Secretaries (one from each Block), and 14 (fourteen) Representatives of the 4 (four) Blocks, that is:

- (i) 5 Representatives from Block E
- (ii) 4 Representatives from Block S
- (iii) 3 Representatives from Block M
- (iv) 2 Representatives from Block W

8.2. The Executive Committee shall be elected on or before 30<sup>th</sup> April, every 2 (two) years.

8.3. Any vacancy occurring during the course of the term of 2 (two) years shall be filled up by the Executive Committee itself.

8.4. The outgoing Executive Committee shall continue to hold office after the date of the Election results till the handover of the

operating system (assets and accounts) is done. The outgoing Executive Committee shall also facilitate such handover.

8.5. The Executive Committee shall have the power to make, constitute or amend any Rules, Regulations, Code of Conduct, or Guidelines to govern any activity for the welfare and betterment of the Colony. The Executive Committee shall also have the power to prescribe and levy any fees, amounts, charges, contributions, subscriptions, etc. from its Members.

8.6. The Executive Committee shall have power to prescribe and levy any fees, amounts, charges, contributions, subscriptions, etc. from its Members with retrospective effect.

## **9. Eligibility for Election for Office/ Post in the Executive Committee**

9.1. A Life Member of the Association shall be entitled to contest the election of the Executive Committee for any post, only if he/ she:

- (i) is a Life Member for 2 (two) or more consecutive years, at the time of submission of his/ her Nomination Form, and
- (ii) has paid his/ her Annual Subscription for the last 2 (two) Financial Years, at the time of submission of his/ her Nomination Form, and
- (iii) has not been declared insolvent by any competent Court or Tribunal.

## **10. Conduct on Expiry of the Elected Term**

10.1. The outgoing Executive Committee shall handover to the succeeding Executive Committee the complete office records, such as office files, books of account, vouchers, files, ledger, statement of income and expenditure account, and balance sheet



duly audited by the auditor and approved by the General Body, etc.; and also all other movable and immovable assets of the Association, such as any property, furniture, tools, capital equipment, etc., within 15 (fifteen) days from the date of result of the Election. If the outgoing Executive Committee does not do so or if any misappropriation of funds is found in the accounts handed over by it, its principal member of the Executive Committee, namely, President, Vice-Presidents, General Secretary, Joint General Secretary, and the Treasurer shall stand disqualified from the membership of the Association, with immediate effect for a period of 6 (six) years.

10.2. The succeeding Executive Committee may, however, condone the loss of any property/ assets of the Association, as handed over by the outgoing Executive Committee provided the total cost of such a loss is not exceeding Rs. 20,000/- (Rupees Twenty Thousand Only).

## **11. Election Procedure**

11.1. Election of the Executive Committee shall be held by secret ballot.

11.2. The Executive Committee will appoint an Election Committee sometime between 1<sup>st</sup> January and 15<sup>th</sup> February. The Election Committee shall comprise of 5 (five) members:

- (i) who shall be Life Members of the Association;
- (ii) who shall be non-partisan and independent persons;
- (iii) at least 1 (one) member being from each of the 4 (four) Blocks;
- (iv) at least 1 (one) member to be a lady.

- 11.3. The Executive Committee will also nominate the Chairperson of this Election Committee out of the 5 (five) members. The term of each member of the Election Committee will be 4 (four) years.
- 11.4. In case if any member of the Election Committee ceases to be a member thereof, the position may be filled by the Executive Committee, within 10 (ten) day from the date of such cessation.
- 11.5. The Election Committee should subsequently appoint a Returning Officer (hereinafter referred to as the “**RO**”) and a Co-Returning Officer (hereinafter referred to as the “**Co-RO**”) by 1<sup>st</sup> March of the year in which elections are due. The RO and Co-RO shall be governed by the Code of Conduct/ Procedures enumerated by the Election Committee. In case if the RO and Co-RO ceases to hold the position concerned, the position may be filled by the Election Committee within 10 (ten) days from the date of such cessation.
- 11.6. The Election Committee shall issue a Circular regarding the Schedule of the Election of the Executive Committee to the Life Members.
- 11.7. The List of Voters of the Life Members shall stand frozen by the last date of February. Thereafter, the General Secretary shall ensure the collation of valid List of Voters of Life Members by 7<sup>th</sup> March. The General Secretary, after certifying, shall then submit this List of Voters, to the Election Committee, as per the schedule decided and circulated by the Election Committee.
- 11.8. The RO/ Co-RO, on receipt of the List of Voters from the Election Committee, will ensure that the List of Voters is also available at the office of the Association.

- 11.9. The RO/ Co-RO shall entertain objections, if any, which should be lodged with him/her by any concerned Life Member, within a specified period of 5 (five) days from the date of display of the List of Voters at the office of the Association.
- 11.10. The revised and final List of Voters will then be sent by the General Secretary to the Election Committee, which shall be made available at the office of the Association.
- 11.11. The Election Committee shall fix and announce the timeline of the Election by 31<sup>st</sup> March in the concluding year of the term. The Procedure for Election will commence thereafter.
- 11.12. The General Secretary shall ensure that any such Circular(s) regarding the Elections issued by the Election Committee are duly circulated to the Life Members.
- 11.13. The Colour to be allotted to different teams and the printing of ballot papers will be discussed by the RO/ Co-RO in a joint meeting called by the RO/ Co-RO with team leaders and their 2 (two) representatives. In case, no decision regarding allotment of Colour to the teams is made, the Colour will be allotted by Draw of Lots, organised by the RO/ Co-RO.
- 11.14. Any Life Member submitting his/ her Nomination Form in order to contest the Executive Committee election shall deposit an amount of Rs. 5,000 (Rupees Five Thousand only) as non-refundable Nomination Fees. This amount is to be used mainly for election purposes and shall not be refundable, even if the candidate withdraws his/ her nomination. Each nomination, duly

11.15. The nomination of the Candidates will be entered in a register by the RO/ Co-RO as per the schedule circulated. The RO/ Co-RO will:

- (i) then get the signatures of the Candidate, duly endorsed by his/ her Proposer and Secunder, who should also be Life Members,
- (ii) thereafter, close the register on the scheduled time with his/ her dated signatures, along with time, in the presence of any eligible candidate(s),
- (iii) thereafter, scrutinise the nomination papers within 3 (three) days. Only the Candidates, who wish to be present, may be allowed to be present at the time of scrutinisation of the nomination papers.
- (iv) thereafter, ensure that the list of all Candidates is made available within 2 (two) days, at the office of the Association. The last date of withdrawal of nomination may be kept as per schedule but not later than 2 (two) days from the time the list of all Candidates is made available at the office of the Association.
- (v) thereafter, ensure that the final list of Candidates is made available within 1 (one) day, at the office of the Association, after the final date of withdrawal of nomination, if any.

11.16. The number of ballot papers printed should be made known to the Candidates/ Teams concerned. This number must reconcile with the total votes cast and the balance of unused ballot papers.

11.17. The RO/ Co-RO will ensure that representatives from each team to be present at the polling booth to keep track of all voters who turn up for polling.

11.18. 4 (Four) representatives (one for each Block of the Colony) from each Team will sit in the polling booth as agents, to check the identity of the voter to eliminate bogus voting.

11.19. There will be equal representation of each Team in the staff handling the ballot papers, ballot boxes, etc. inside the polling booth. The inclusion of the existing General Secretary, if seeking re-election, will be allowed inside the polling booth only if it is not objected to by any other group or individual.

11.20. There will be equal representation of each Team as observers of the process of counting of votes and the compilation of election results.

11.21. RO/ Co-RO should obtain the signatures of all the Candidates for the posts of President and General Secretary or their representatives/ observers who are present at the spot, on the paper(s) regarding election results.

11.22. The President, the Vice-Presidents, the General Secretary, the Joint General Secretary, and the Treasurer will be elected by the Life Members of the Association (all blocks put together).

11.23. Respective Block Secretaries and Block Representatives will be elected by the Life Members residing in the respective Blocks.

## **12. Term of the Executive Committee**

The Executive Committee of the Association shall hold office for a term of 2 (two) years.

## **13. Meeting of the Executive Committee**

The Executive Committee should meet at least once in every month. An emergency meeting may be convened at any time by the President or the General Secretary.

**14. Cessation of Membership of the Executive Committee**

A member who does not attend 3 (three) consecutive meetings of the Executive Committee, without any reasonable cause in the opinion of the Executive Committee, may cease to be a member of the Committee. This decision shall be made by 13 (thirteen) members of the Executive Committee, including the President and General Secretary.

**15. Duties and Powers of the Executive Committee**

15.1. The Executive Committee shall deal with all matters relating to the management and affairs of the Association, subject to any directive issued by the General Body. It shall also control and monitor the finances of the Association.

15.2. The Executive Committee may appoint other committees and sub-committees as it deems necessary to deal with specific matters. These committees shall be vested with powers conferred upon them by the Executive Committee. The tenure of these committees shall be decided by the Executive Committee.

15.3. The Executive Committee may co-opt up to 4 (four) members at any given time. The decision to co-opt members shall be made by a majority vote of the Executive Committee. These co-opted members shall have the same rights and responsibilities as those of elected members, except as otherwise specified. Co-opted members shall serve for a term decided by the Executive Committee, not exceeding the remaining period of the current

Executive Committee's term. Co-opted members may be re-appointed following the same process.

15.4. The Executive Committee may sanction expenditure for any particular purpose within the budget provision under each head. The Executive Committee may exercise financial power up to Rs. 10,00,000 (Rupees Ten Lakhs Only), at any point of time, subject to a maximum amount of Rs. 50,00,000 (Rupees Fifty Lakhs Only), per financial year. For expenses exceeding Rs. 50,00,000 (Rupees Fifty Lakhs Only), approval must be accorded by the General Body Meeting.

15.5. The Executive Committee may pass and implement any important Resolution that is in consonance with the letter and spirit of this Memorandum of the Association in urgent circumstances or in cases of urgency for the benefit and welfare of the Colony, without requiring approval in any General Body Meeting.

15.6. In case of any ambiguity in the provisions of this Memorandum, the Executive Committee's interpretation and decision shall be final and binding upon the Members.

## **16. Quorum**

The quorum for meetings shall be as follows:

- (i) For AGM: 50 (fifty) members or 20% (twenty percent) of the total members, whichever is less.
- (ii) For EGM: 100 (one hundred) members or 20% (twenty percent) of the total members, whichever is less.
- (iii) For Executive Committee Meeting: minimum of 7 (seven) members, excluding the President.

## **17. Notice Period for Meetings**

- (i) For Executive Committee Meetings: Minimum 3 (three) days
- (ii) For Emergent Executive Committee Meetings: 1 (one) day
- (iii) For AGM: Minimum 7 (seven) days
- (iv) For EGM: Minimum 15 (fifteen) days

## **18. Mode of Issuance of Circulars**

18.1. The General Secretary shall ensure that any Circular issued by the Election Committee or the Executive Committee, may *inter alia*:

- (i) circulated through the newspaper, or
- (ii) published in the newspaper, or
- (iii) published on the website of the Association, or
- (iv) displayed at the Notice Board in the Colony, or
- (v) sent through email or messages (sms).

## **19. Bank Account**

The Bank Account in the name of the Association shall be kept and operated jointly by the Treasurer, along with the General Secretary or the President, as the case may be. If the Treasurer has any reservations about any expenditure approved by the General Secretary or the President, he/ she shall report the matter to the President in writing within 48 (forty-eight) hours. The President shall immediately call a meeting of the Executive Committee to consider the matter. Once the expenditure is approved by the Executive Committee, the Treasurer must make the payment without further delay. In the absence of the Treasurer, the General Secretary and the President shall jointly operate the account. The Treasurer or General Secretary shall not hold an



amount of more than Rs. 20,000 (Rupees Twenty Thousand Only), at any time. A regular cash book showing receipts and expenditures shall be maintained by the Treasurer. The Executive Committee shall scrutinize the accounts before the AGM.

## **20. Powers and Duties of the President**

The President shall:

- (i) preside at all the General Body Meetings and the Executive Committee Meeting;
- (ii) have a casting vote in the event of a tie;
- (iii) exercise financial powers up to Rs. 20,000 (Rupees Twenty Thousand Only), at any time, subject to a maximum of Rs. 60,000 (Rupees Sixty Thousand Only), per month and Rs. 4,00,000 (Rupees Four Lakhs Only), per year;
- (iv) on his/ her own initiative, call an emergent General Body Meetings and/ or the Executive Committee Meeting; and
- (v) be generally responsible for conducting the affairs of the Executive Committee and ensuring that the decisions of the Committee are duly carried out under his/ her guidance.

## **21. Powers and Duties of the Vice-Presidents**

In the absence of the President due to illness, being out of station, resignation, or other reasons, either of the 2 (two) Vice-Presidents as declared by the Executive Committee will exercise the powers and perform the duties of the President.

## **22. Powers and Duties of the General Secretary**

The General Secretary shall:

- (i) Maintain all correspondence files of the Association and 2 (two) minutes books, one for the Executive Committee and the other for the General Body Meeting;
- (ii) sign on behalf of the Association and conduct correspondence according to directions issued by the Executive Committee or the President from time to time;
- (iii) convene General Body Meetings and/ or the Executive Committee Meeting;
- (iv) record the proceedings of all meetings in the relevant minutes' books, to be confirmed by the President and/or General Secretary at the subsequent meeting;
- (v) present an Annual Report in writing on the activities of the Association before the General Body; and
- (vi) exercise financial powers up to Rs. 20,000 (Rupees Twenty Thousand Only), at any time, subject to a maximum of Rs. 60,000 (Rupees Sixty Thousand Only), per month and Rs. 4,00,000 (Rupees Four Lakhs Only) per year.

### **23. Powers and Duties of the Joint General Secretary**

In the absence of the General Secretary due to illness, being out of station, resignation, or other reasons, the Joint General Secretary as declared by the Executive Committee will exercise the powers and perform the duties of the General Secretary.

### **24. Powers and Duties of the Treasurer**

The Treasurer shall:

- (i) maintain an up-to-date list of members;
- (ii) take charge of all money received by the Association and deposit it with a bank approved in the General Body Meeting;

- (iii) maintain a cash book and ledger account for each member and any other accounts as desired by the Executive Committee;
- (iv) present an annual statement of account showing receipts and expenditure to the Executive Committee and get it signed by the President, the General Secretary and the Treasurer;
- (v) render full accounts to the auditor in the meeting of the Executive Committee, which should be held prior to the General Body Meeting; and
- (vi) be assisted by the four Block Secretaries.

## **25. Powers and Duties of the Block Secretaries**

The Block Secretaries shall:

- (i) generally, assist the General Secretary; and
- (ii) perform such duties as may be specifically assigned to them by the Executive Committee, the General Secretary, or the President.

## **26. Auditor**

An Auditor, whose duty is to audit the accounts of the Association before these are presented to the General Body, shall be nominated by the Executive Committee and approved in the General Body Meeting. The Member nominated shall possess the appropriate professional qualification. In case of a vacancy, the Executive Committee shall nominate another Auditor.

## **27. Alteration of Memorandum**

No amendment shall be made to the provisions of this Memorandum except by a two-thirds majority of the members present at any EGM.

## **28. Property**

All movable and immovable property of the Association shall vest in the Association. All income, earnings, movable and immovable properties of the Association shall be solely utilized and applied towards the promotion of its aims and objects only, as set forth in this Memorandum of Association, and no profit shall be paid or transferred directly or indirectly by way of dividends, bonuses, profits, or in any manner whatsoever to the present or past members of the society or to any person claiming through any of the present or past members. No member of the Association shall have any personal claim on any movable or immovable properties of the Association or make any profit whatsoever by virtue of their membership.

## **29. Miscellaneous**

29.1. All legal proceedings on behalf of the Association or against any person relating to the affairs of the Association shall be handled by the General Secretary, who shall have all powers to sue and be sued on behalf of the Association and pursue all legal remedies as circumstances may require, subject to the approval of the Executive Committee.

29.2. The Association shall not be dissolved unless at least three-fifths of the total members of the association resolve to do so. After satisfying all interests and liabilities of the Association, any remaining property shall be given to another society whose objects are similar to those of the Association. The same shall not be paid or distributed among the members of the Association or any of them.

29.3. All provisions of the Societies Registration Act, 1860 (Act No. XXI of 1860) will apply to this Association.

### **30. Interpretation of the Memorandum**

The Executive Committee shall be the final judge for the interpretation of the provisions of this Memorandum of Association.

### **31. Force Majeure**

Event of Force Majeure means an event beyond the control of the Executive Committee or the Election Committee, which prevents the Executive Committee or the Election Committee from complying with the provisions of this Memorandum or for any stipulated schedules, including but not limited to:

- 31.1. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); or
- 31.2. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo or acts or threats of terrorism, or rebellion, revolution, insurrection, or military or usurped power, or civil war, pandemic, epidemic.

### **32. Repeal and Savings Clause**

30.1 Any and all prior Constitution/ Memorandum and other documents forming a part thereof, of the Association, is/are hereby repealed.

30.2 Notwithstanding such repeal, anything done or any action taken or purported to have been done or taken under any prior Constitution/ Memorandum hereby repealed shall, in so far as it is not inconsistent with the provisions of this Memorandum, be deemed to have been done or taken under the corresponding provisions of this Memorandum.