

PREFACE

The problem of housing in post-retirement period has always been staring into the face of railwaymen, more so because of their transferable jobs and arduous duties. They are not able to spare time to undertake construction of their private houses demanding variety of efforts like mobilization of funds, purchase of plots, contracting of builder and skilled labour, supervision etc.

With a view to help railwaymen, Indian Railway Welfare Organisation (IRWO) was set up as a registered Society on 25.09.1989 for providing dwelling units to serving and retired railwaymen on “No Profit No Loss” basis. Since its inception IRWO has achieved distinctive success. It has already completed and handed over 6690 dwelling units at 18 locations. Construction work is in progress at 6 locations covering 883 dwelling units. Most of the handed over colonies are abuzz with activity and social life.

IRWO’s Rules in regard to allotment of dwelling units and other connected activities were framed at the time of its formation in 1989. They have also been amended from time to time. As natural, many developments have taken place since then. We have also gained more experience. A need has, therefore, been felt to have a relook at the existing rules. The present ‘General Rules’ is a result of that exercise. The General Rules has drawn heavily from the existing rules, resolutions of the Governing Body, administrative orders from time to time, rules of some similar organizations and suggestions received from various quarters.

At present the rules governing IRWO and its members are covered in three documents. Henceforth they will be covered only in two documents, viz.

1. General Rules &
2. Project Brochure.

These ‘General Rules’ contain all the rules as such. Project Brochure will contain only the technical details of the project in question. It may also contain some provisions specific to the project.

The ‘General Rules’ are not only more comprehensive, streamlined and liberal, they also make substantial departures from the existing rules. For example – now there will be only one category of membership instead of the existing two types of membership and any member may apply for any type of house. A member may be allotted more than one house if there are no first time applicants on the waiting list. The amount of one time Maintenance Charges has been standardized. A Depreciation Reserve Fund has been created. There are many more such features. Members are advised to go through these rules carefully.

Although care has been taken to ensure that implementation of these rules do not lead to any problem, teething troubles cannot be ruled out. Suggestions are,

therefore, welcome. The suggestions may be sent to General Manager(Finance) at the address of IRWO head office in Delhi. All amendments to these rules will be notified through serialized notices in Samachar Darshan and will also be available on IRWO website.

(S.P.S.Jain)
Managing Director

IRWO GENERAL RULES

1. INTRODUCTION

The Indian Railway Welfare Organisation (IRWO), hereinafter also referred to as 'Organisation', has been set up to promote welfare schemes such as providing all possible assistance for acquisition of accommodation by railwaymen throughout the country purely as a social welfare measure on "No Profit No Loss" basis. The Organization is a Society registered on 25.9.1989 under the Societies Registration Act XXI of 1860 (Punjab Amendment Act 1957) as extended to the Union Territory of Delhi and is headquartered at Delhi. The aims, objectives and functions of the Organization are governed by the Memorandum of Association and its Bye-laws.

Chairman, Railway Board, is the Patron of the Organisation. The affairs of IRWO are managed by a high level Governing Body consisting of Member(Staff) as its ex-officio Chairman, Executive Director Establishment, Executive Director Finance and Executive Director/Advisor Land Management from the Ministry of Railways, two representatives of All India Railway Men's Federation, two representatives of National Federation of Indian Railwaymen, one representative of Federation of Class I Railway Officers Association, one representative of Indian Railway Promotee Officers Federation, one representative of All India RPF Association, two elected representatives of on-going projects, four co-opted members, who would be experts in fields relevant to IRWO; Managing Director, Director(Technical) and Director(Finance) of IRWO.

The rules of the Organisation, given hereunder have been framed by the Governing Body under powers vested in it under the regulations of the Organization and are issued in supersession of all previous rules on the subject and come into effect from 01-10-2007. All projects (including completed projects) will be governed by the rules contained in this 'General Rules', as amended from time to time.

2. DEFINITIONS

- a. Allottee means a Member to whom a dwelling unit is allotted in a particular scheme.
- b. Allotment means allotment of a particular dwelling unit to a Member in a particular scheme.
- c. Allottees' Association also referred to as Society is an Association of the allottees formed for the maintenance of common services of the colony.
- d. Booking means booking of a dwelling unit in favour of a Member in a particular scheme. It does not mean allotment of a particular dwelling unit to the Member.

- e. Booking Letter means the letter confirming that a dwelling unit has been booked in favour of the applicant.
- f.. Booking Money is the amount of money payable by a Member when he applies for booking of a dwelling unit in a particular scheme.
- g. Blood relation means parents, spouse, children, grand children including adopted children, brother(s) and sister(s).
- h. Carpet Area means the actual livable area between the walls inside the dwelling unit.
- i. Common Area means area outside the dwelling unit which shall include passage, corridor, lift well, staircase, park, sub-station, community hall, pump house, sewerage treatment and disposal unit, water storage and treatment plant, shops, stilt, parking area etc.
- j. Commitment Money/Earnest Money is the money required to be deposited by those who participate in a Demand Survey for a proposed housing scheme.
- k. Confirmed Booking Letter means the same as Booking letter above.
- l. Delay charges are amounts payable by an allottee on account of delay in payment of instalment due.
- m. Demand Survey is the survey conducted to assess the demand for dwelling units at a particular place where a housing scheme is proposed to be developed.
- n. Depreciation Reserve Fund is a fund created to meet expenditure on replacement of such capital assets as lifts, pumps, generators, fire fighting equipments, transformers etc.
- o. Dwelling Unit means any residential unit constructed by the Organisation.
- p. Draw of lot means the process of allotting a particular dwelling unit to a member for possession. However, draw of lot may also be held for the purpose of Booking a dwelling unit when there are more than one claimants of the same seniority for the same type of dwelling unit.
- q. Equalisation Charges are additional charges payable by a member who joins the scheme after the due date of payment of the first instalment.
- r. General Body means the General Body of IRWO constituted under Memorandum of Association & the Rules and Regulations of the Organisation.
- s. Governing Body means the General Body of IRWO constituted under Memorandum of Association & the Rules and Regulations of the Organisation.

- t. Local authority means the land development authority, municipality, municipal corporation, improvement trust etc. having jurisdiction over the area in which land procured by IRWO is located.
- u. Maintenance Fund is a corpus fund for the maintenance of common services in the housing colony.
- v. Membershiup Fee is a non-refundable fee to be paid for becoming a member of IRWO.
- w. Organization means the Indian Railway Welfare Organisation (IRWO).
- x. Member, earlier denoted as Primary Member, means a person who has become a member of the Organisation after paying the required membership fee.
- y. Membership Number earlier denoted as Primary Membership Number is the number allotted to the applicant on his becoming a member of IRWO and is to be quoted on all correspondence with IRWO.
- z. Plinth Area means area inclusive of carpet area + wall area + a percentage of balconies, verandah, projections, cupboard etc.
- aa. Provisional Booking Letter is a letter issued to those who are placed on the Waiting List for a particular scheme.
- ab. Reserve Fund is a fund created to meet legal expenses and other unforeseen expenses of the Project. It is financed by contribution from Projects as a percentage of the Project cost.
- ac. Super Area means area inclusive of plinth area + proportionate share of common area.
- ad. Unpopular Scheme means a housing scheme declared as such as per Para 9.
- ae. Virtual Completion means the stage of construction when the dwelling unit is in a stage fit for occupation.
- af. Waiting List means a list of members who will be entitled to booking of a dwelling unit if a dwelling unit in the scheme becomes available for booking after final booking or allotment of the dwelling units.

3. MEMBERSHIP

Membership of IRWO shall be open at all times. Any eligible person may become a member subject to his/her fulfilling the eligibility criteria.

4. ELIGIBILITY

4.1 The following shall be eligible to become members of IRWO –

- i) Serving railway personnel, except those on deputation with railways, having at least two years of continuous service.
- ii) Retired railway personnel, who have retired after at least 20 years of service in railway except those who retired on disciplinary grounds.
- iii) Railway personnel who ceased to be in service on medical grounds before rendering 20 years of continuous service.
- iv) Personnel of Co-operative societies/Banks working for railway only.
- v) Spouses of deceased railway employees.

4.2 In case of unpopular schemes, membership for the specific scheme may be allowed to the following personnel on case to case basis, according to the priority given below on 'first come first serve' basis -

- I. Spouse of serving/retired/deceased railway employees.
- II. Sons and daughters of serving/retired/deceased railway employees.
- III. Other blood relations of serving/retired/deceased railway employees.

4.3 The above eligibility conditions will apply to employees of railway PSUs and IRWO also.

4.4 Members mentioned in Para 4.2 above shall not be eligible to be elected to the Executive Committee of the Allottee Association/Society.

4.5 Where husband and wife both are eligible, they may individually become Members of IRWO.

5. APPLYING FOR MEMBERSHIP

5.1 Persons eligible to become Members of IRWO may submit their application in the Membership form given at Annexure A-1 to Administrative Officer, IRWO, New Delhi.

- 5.2 Membership fee will be non refundable Rs.1000/- only for all types of dwelling units.
- 5.3 All existing members will automatically be upgraded without payment of additional fees.

6. ACCEPTANCE OF MEMBERSHIP

- 6.1 Membership will be granted if the applicant meets the Eligibility Criteria. The applicant will then be allotted a Membership Number which will be allotted in order of receipt of the application in IRWO office. In case of applications received on the same day in IRWO, New Delhi, membership number will be allotted according to the date of issue of Bank Draft towards membership fee. If the date of the Bank Draft is also same, date of birth will decide the seniority of membership. The Membership number must be used in all correspondence with IRWO.
- 6.2 The Membership Number will also be an indication of the seniority of the member such that a lower number will indicate a higher seniority than a higher number subject to Seniority Rules given in Para 14.
- 6.3 The Managing Director reserves the right of final acceptance of membership and the Governing Body reserves the right of removal of any allottee at any stage before handing over the possession of the dwelling unit, by giving an advance notice of at least three months. Allotment of dwelling units, if any, made to such an allottee will also automatically stand cancelled. In that event any amount deposited by such allottee will be refunded to him without any interest, after deducting all dues as per rules.

7. DEMAND SURVEY

- 7.1 IRWO may carry out Demand Survey from time to time to assess the requirement of dwelling units of different types at different places. For this purpose wide publicity will be given through advertisement in newspapers, Samachar Darshan, intimation to railway offices at concerned places etc. Procurement of land will generally be based on the result of the Demand Survey.
- 7.2 Since this will be the preliminary stage of a scheme and details regarding availability of land, actual location, cost of land etc. will not be known, only approximate idea of these items will be given in the notice for Demand Survey.
- 7.3 Any Member whether or not in possession of a dwelling unit in any scheme of IRWO in his/her name or in the name of his/her spouse may apply along with Commitment Money as notified in the Notice subject to restrictions regarding possession of second dwelling unit imposed by local authorities.

- 7.4 If the scheme is taken up for execution, 40% of the dwelling units of each type will be earmarked for those who participated in the Demand Survey.
- 7.5 If the scheme does not take off within two years of the Demand Survey, the Commitment Money will be returned with interest equal to saving bank rate of interest of State Bank of India on the date of refund for the period in excess of one year from the first of the month subsequent to the closing date of the Demand Survey.
- 7.6 If the applicant withdraws from the scheme, it will be dealt with as per Withdrawal Rules contained in this document.
- 7.7 IRWO may take up projects even without Demand Survey if the existence of demand is obvious such that carrying out a Demand Survey is unnecessary.

8. SCHEMES

- 8.1 The Organisation will announce housing scheme on self financing basis from time to time at different locations subject to adequate demand, availability of land and financial viability. However, the Organization reserves the right to modify or abandon any scheme at any time prior to or during execution if the circumstances so demand. The Organisation shall not be liable for any claims or damages on this account, except that the amounts received from members will be refunded with interest equal to Saving Bank rate of interest of State Bank of India on the date of refund for the period from the first of the month next to the receipt of the first payment to the last day of the month previous to the date of refund, provided the money has been with IRWO for more than one year.
- 8.2.1 Generally IRWO builds independent single storey houses, duplex houses, row type of houses, multistory flats etc. depending upon the availability of land, the number of applicants, cost of land, rules and bye laws of the local land authorities etc. However, the dwelling units may broadly be of the following types.

Type of Dwelling Unit	Super Area Sft.(Sq.Meter)	Accommodation
IV	1400-2100 (130-195)	Living-cum-Dining room, 3 Bed rooms, Study,4toilets, Kitchen and Balconies/Varandahs.
III	1100-1300 (102-121)	Living-cum-Dining room, 2 Bed rooms, Study, 3 Toilets, Kitchen and Balconies/Varandahs.
II	600-1000 (56-93)	Living/Dining, 2 Bed rooms, 2 Toilets, Kitchen and Balconies/Verandahs.
I	570-590 (53-55)	Living, 1 Bed room, Bath, WC, Kitchen and one Balcony/Verandah.

The above areas and specifications are tentative and may vary from scheme to scheme depending upon the local conditions and conditions encountered during execution.

6

- 8.3 All the above types of dwelling units may or may not be constructed in a scheme. The actual types of dwelling units included will depend upon demand, availability of land, costs etc.

9. UNPOPULAR SCHEME

A scheme may be declared unpopular by MD if the number of applications received is less than 80% of the number of dwelling units being built. In other cases, the power to declare a scheme unpopular will vest with the Governing Body.

10. COST OF DWELLING UNIT

- 10.1 Cost of Dwelling Unit in a scheme, when announced, is tentative and will include all costs incurred for the execution of the scheme, such as cost of land, financing cost, cost of construction of dwelling units, community hall, parks, path-ways, water tanks, electrical substation, water pumping arrangements, lifts etc. It will also include establishment charges, legal fees, incidental and unforeseen contingency charges, contribution to Reserve Fund, Maintenance fund, Depreciation Reserve Fund, taxes etc. As IRWO works on no profit no loss basis, the entire cost including escalations will be distributed amongst the dwelling units.
- 10.2 The cost of construction, operation and maintenance of common facilities/services, including lifts, pumps, transformers, etc. shall be apportioned in ratio of the super area of the dwelling unit.
- 10.3 IRWO may call for payment of part cost of land in advance. Those who make such payment will get priority over others in booking of dwelling unit.

11. APPLYING FOR A SPECIFIC SCHEME

- 11.1 When it is decided to build dwelling units at any particular location, IRWO will give adequate publicity by sending appropriate communication to the Ministry of Railways, zonal offices, production units and attached offices of Ministry of Railways, publishing it in IRWO Samachar Darshan as well as advertisement in newspapers.
- 11.2 A Member of IRWO may apply for any type of dwelling unit being constructed by IRWO irrespective of his category/scale of pay. This provision will be applicable to existing members also.

- 11.3 At the time of applying for a house the Member must either be in railway service or have retired from railway service after putting in a minimum of twenty years of service. The spouse of a deceased railwayman may apply for Membership and booking of a dwelling unit at any time without restriction.
- 11.4 A Project Brochure will be published giving specific features of the scheme such as the location of the project, types of dwelling units to be built, area of each type of dwelling unit, cost, payment schedule etc.
- 11.5.1 The Project Brochure will be a priced document. However, it will be sent free of cost to those who participated in the Demand Survey. Other Members may purchase it from Administrative Officer, Indian Railway Welfare Organisation, Shivaji Bridge, Behind Shankar Market, New Delhi-110 001, or any other Office nominated by IRWO on payment of Rs.100/- in Cash/through Demand Draft drawn in favour of IRWO, New Delhi.
- 11.6 If requested, the Project Brochure may be sent by courier/post for which an additional charge of Rs.50/- will be payable. However, IRWO takes no responsibility for the delay or loss of the Brochure in transit.
- 11.7 Application for IRWO's housing scheme must be submitted in the application form attached as Annexure to the Project Brochure along with the Booking Money indicated in the Brochure. A member can submit only one application in any scheme.
- 11.8 Since the Brochure is published much before the approval of plans etc. by the local government agency, framing of detail cost estimates, award of tender for works etc., the areas and costs of the dwelling units shown in the Brochure are tentative and subject to change. No representation, claim or compensation on this account will be admissible.

12. BOOKING DWELLING UNITS

- 12.1 In case of applications received within the original closing date, booking is made on the basis of seniority of Membership. If there are some vacancies still available, booking may be reopened for a specified period. Applications received during this period will be given lesser priority and booking of these balance units will be done again on the basis of seniority of membership.
- 12.2 If the number of participants in Demand Survey is more than 40% of the number of dwelling units, booking against the 40% block referred to in Para 7.4 will be made first and the excess number of applicants will be clubbed with along with other applicants.

- 12.3 If the number of applicants is more than the number of dwelling units of a particular type then a Waiting List of 10% of the number of dwelling units, will be maintained till handing over possession of the dwelling units.
- 12.4 The applicants placed on the Waiting List will be allotted a Waiting List Number on the basis of the provisions of Para 12.1 above.
- 12.5 Those applicants whose booking is confirmed will be issued a Confirmed Booking Letter while those who are placed on the Waiting List will be issued a Provisional Booking Letter. The booking money received from others will be returned without interest. However, if the refund is made after four months of the closing date, interest will be payable as per provisions of Para 12.11.
- 12.6 Those applicants who are placed on the Waiting List may withdraw from the scheme if they so desire. If they withdraw within four months of the receipt of the provisional Booking Letter, no interest will be payable. In case of withdrawals after four months, the Booking Money will be returned with interest as per provisions of Para 12.11, after deducting administrative charges of Rs.2500/- only.
- 12.7 Applicants placed on the Waiting List to whom IRWO is unable to provide a dwelling unit up to the date of possession of the last dwelling unit of the relevant type, shall be entitled to refund of the Booking Money with interest as per provisions of Para 12.11.
- 12.8 The cases of applicants who have received Confirmed Booking Letter and withdraw from the scheme will be dealt with according to the Withdrawal Rules contained in this document.
- 12.9 Those applicants who receive Confirmed Booking Letter will make further payments as per Project Brochure while those in receipt of Provisional Booking Letter will make further payments along with equalization charges as due after receiving the Confirmed Booking Letter subsequently. However, in the latter case, if the Booking Money is with IRWO for a period of more than one year, an interest equal to savings bank rate of interest of State Bank of India on the date of issue of confirmed Booking letter will also be payable by IRWO for the period in excess of four months from first of the month next to the receipt of payment to the end of the month previous to the date of issue of Confirmed Booking Letter.
- 12.10 Acceptance of Booking Money does not bind the organization to construct the dwelling units. If for some reason the proposed scheme does not take off, the Booking Money will be returned to the applicants and interest paid at saving bank rate of interest of State Bank of India on the date of refund for the period in excess of one year from first of the month next to the receipt of payment to the end of the month previous to the date of refund.

12.11 The payment of interest by IRWO as referred to in paras 12.5, 12.6 and 12.7 above will be at the savings bank deposit rate of State Bank of India on the date of refund and paid for the period in excess of four months from first of the month next to the receipt of the payment by IRWO to the end of the month previous to the date of refund.

13. PAYMENTS

13.1 All payments must be made through Bank Drafts, Pay Orders/Banker's cheque, or cheques in favour of IRWO payable at New Delhi/site office. However, payments for Membership Fee, Booking Money and last payments such as payment for Maintenance fund, Depreciation Reserved fund, interests on delayed payments or arrears etc. must be made only through bank draft or banker cheque without which possession of the dwelling unit may get delayed. The name and Membership Number of the applicant, and the name of the Housing Scheme must be clearly mentioned on the reverse of the cheque or bank draft.

13.2 A rebate @ 2.5% will be allowed to those allottees who wish to make lump sum payment at any stage of payment subject to the following provisions:

- a) The payment is made within one year of first instalment.
- b) The rebate will be applicable only on the balance instalment due other than instalment alongwith which the balance amount is paid.
- c) Payment will be made along with a payment stage only. If the payment is made before an instalment stage, it will be treated as if it has been made at the next instalment stage.
- d) The rebate will not be applicable to any additional payment on account of escalation or other factors.

14. SENIORITY RULES

14.1 The seniority of the Members who have become Primary Members of IRWO before the implementation of these Rules will be reckoned by the year of their becoming Primary Members. However, in case of more than one member of the same year, seniority on a particular occasion will be determined by computerized draw based on random number generation.

14.2 Seniority amongst those becoming Members after the implementation of these Rules, will be determined by the Membership Number.

- 14.3 The seniority of those who have become Members before the implementation of these Rules will rank higher than those who become Members after the implementation of these Rules.

15. ALLOTMENT RULES

- 15.1 A member is normally eligible for allotment of only one dwelling unit in any of the schemes of IRWO.
- 15.2 A second dwelling unit in IRWO scheme may be allotted provided such an allotment is not in conflict with rules/bye-laws framed by the local authorities/state government. However, the first dwelling unit applicant will get priority in allotment over the second dwelling unit applicant.
- 15.3 If husband and wife both are independently Members of IRWO, both will be entitled for a dwelling unit. However, in schemes located in the same city a first dwelling unit applicant will get priority in allotment of a second dwelling unit to them.
- 15.4 The allotment of dwelling unit shall be made by a computerized draw of lots. No request for allotment of specific unit or a floor shall be entertained subject to provisions of Para 15.5.
- 15.5 IRWO may ask Members for preference of corner units, park facing units, units having extra land, terraces or other such facilities for which additional charges will be leviable as decided by IRWO from time to time. The preferences indicated by Members will be taken into consideration during the draw for allotment of dwelling units. However, if the desired preference is not available or if no preference is indicated by any Member, any dwelling unit of the type applied for shall be allotted and will have to be accepted by Members.
- 15.6 Allotment letters will normally be issued towards virtual completion of the dwelling units.

16. ACCEPTANCE OF ALLOTMENT

- 16.1 An undertaking covering the following aspects shall be given at the time of acceptance of the allotment, that the Allottee:-
- a) shall abide by all laws, bye-laws, rules and regulations of Development Authority concerned, Central or State Government Authorities, the Civic Bodies, IRWO and the Allottees/Association/Society framed by them from time to time.

- b) shall abide by the terms and conditions made applicable to IRWO in respect of the allotment or use of the land by the concerned authorities on their behalf.
- c) shall not carry out any additions/alterations to the dwelling units without specific approval of IRWO and the allottee Association/Society.
- d) The dwelling unit will be used for the sole purpose of “dwelling” only. Any commercial usage of the house including its use as a hostel, carrying out tuition or coaching classes, chambers of doctor / lawyer /chartered accountant beauty parlour etc. would be deemed to be a violation of terms and conditions of allotment.
- e) Common facilities like staircase, passages, terrace, parks etc. will be utilized by all allottees and no one will have exclusive right, nor make any alteration thereto and shall be kept in good sanitary/hygienic condition.
- f) Keeping cows or buffaloes within the colony will not be allowed. Pets like dogs, cats etc. can be kept only with the permission of the Association/Society.
- g) All residents will have equal roof rights. However, the Association/Society may prevent or restrict entry on grounds of safety and security.
- h) The residents will not deny access to IRWO officials to any part of the dwelling unit or the building at reasonable timings in the discharge of their official business.
- i) The Allottee shall in no way encroach upon the common portion and services. All unauthorized encroachments are liable to be removed at his/her cost in addition to legal action.
- j) Allottees shall not cause any damage to the structures, equipment, electrical installation etc. provided in common portion. In case of any such damage, the cost of repair will be borne by the concerned allottee.
- k) All levies/taxes/charges which any Government Department or Authority may impose from time to time, will be borne by the Allottees.
- l) The allottees shall take cognizance of rights of other residents. It is the duty of the allottees to keep their dwelling unit in good state of repair so as not to cause inconvenience or create unsafe or unhygienic conditions to others.
- m) As leakage from bathrooms and kitchen floor severely affects the residents of the lower floor its repair shall be the responsibility of the owner of the flat from which the leakage is arising. In the event of any complaint, in this regard the Association will get the leakage repaired and the cost be recovered by the Association from the resident of the upper floor flat.

- n) All residents will have equal roof rights except that the Association / Society may prevent restrict entry for reasons of safety and security.
- o) Insure the dwelling unit against fire and keep the insurance current at all times.
- p) Pay water charges, electricity charges, municipal taxes directly to the appropriate authorities.
- q) Get water/electricity connection & meter installed through civil bodies after taking possession of the dwelling units at any cost.
- r) Pay such dues and charges levied by the Association promptly and regularly.
- s) Discharge such other liabilities as prescribed by the bye-laws and rules framed by the Association/Society.
- t) Keep the surroundings neat and clean and in good hygienic condition.

17. HANDING OVER

- a) IRWO makes utmost effort to execute the project as per laid down norms with proper quality control. However, the dwelling unit will be offered on 'as is where is' basis and no complaint regarding location, layout, design, construction, quality of materials, workmanship, services etc. will be entertained.
- b) Defects and deficiencies observed at the time of handing over may be recorded in the register kept for this purpose at the project site. These will be examined by the Project Manager and rectified to the extent considered necessary by the Project Manager and the Architect. Decision of GM/IRWO in this respect will be final and binding.
- c) The defect liability period of the contractor is only one year after virtual completion. Hence, requests for removal of defects received after one year of virtual completion, and not from the date of actual possession, shall not be entertained by the Organisation.
- d) After issue of allotment letter, allottees will be given a notice specifying the period in which all formalities must be completed and the possession of the dwelling unit taken. An allottee who exceeds the notified period will be charged administrative expenses at the following rates per month or as per rates to be decided from time to time.

Type	Within 3 months	After 3 months
I&II	Rs.500/-	Rs.1000/-
III&IV	Rs.1000/-	Rs.2000/-

- e) Possession of Dwelling Unit shall be given to the allottee after completion of all formalities prescribed by Organisation and the local authorities, payment of all dues to the Organisation, execution of all deeds required under the rules of the Organisation and the local authorities and obtaining a clearance certificate from the Organisation.
- f) In case possession is not taken within six months of the issue of the Allotment Letter, IRWO reserves the right to cancel the allotment and take further action as deemed fit.

18. REGISTRATION OF DWELLING UNIT

- 18.1 The allottees are advised to register the land and/or dwelling unit with the concerned registration authority of the area according to the local rules in force and keep IRWO fully indemnified in this respect.
- 18.2 The registration of the land and /or dwelling unit will necessarily be done in the joint name of the Member and his/her spouse and the co-owner if so desired by the co-owner. In case the spouse is not alive the registration may be done in favour of the Member only or the Member and the co-owner/nominee.
- 18.3 Necessary legal and other charges such as stamp duty, registration charges etc. for transfer and registration of land/dwelling unit to the allottee will be borne by the allottee.

19. ALLOTTEES ASSOCIATION

19.1 Association bye-laws

- a) Within six months of the receipt of the Allotment Letter the allottees will elect at least two and not more than five allottees to form an Ad-hoc Committee to draft the Bye-laws of the allottee Welfare Association/Society. One of the members of the Committee will act as the Chairman of the Committee. The Draft Bye-laws will be submitted to IRWO for approval after which it will be got registered by the association/society with the Registrar of Co-operative Societies of the area.
- b) All costs of the above will be borne by the allottees.

- c) The Association/Society will be deemed to have been formed as soon as the Bye-laws are registered and all the allottees will automatically be treated as having become members of the Association/Society.
- d) The Ad-hoc Committee will also be responsible for conducting the first election of the office bearers of the Association/Society after which the Ad-hoc Committee will stand disbanded.

19.2 Formation of the Association

The Association must be formed within one year of the issue of the Allotment Letter to the allottees.

19.3 Duties of the Association.

- a) The Association will act according to the Bye-laws registered with the Registrar of Co-operative Societies.
- b) It will be responsible for security, cleanliness and maintenance of all common services such as lifts, generators, water supply, roads, paths, storm water drains, sewers, staircases, external lighting, horticulture and other common facilities at the expense of its allottees. It shall also be responsible for repairs, color / cement/distemping or whitewashing, as the case may be of the exterior walls of the dwelling units. The Association will also pay all rents, fees, taxes and other charges as applicable.

19.4. Duties of Allottees

Each allottee shall

- i) Insure the dwelling unit against fire either singly or collectively with other allottees and keep the insurance current at all times.
- ii) Pay Municipal Taxes directly to the appropriate authorities.
- iii) Get water/electricity connection & meter installed through civil bodies after taking possession of the dwelling units at their own cost.
- iv) Pay water/electricity charges directly to the appropriate authorities.
- v) Pay such dues and charges levied by the Association promptly and regularly.
- vi) Discharge such other liabilities as prescribed by the bye-laws and rules framed by the Association/Societies.

- vii) Keep the surroundings neat and clean and in good hygienic conditions.
- viii) Maintain the dwelling unit including water supply, drainage, electrical connections in good fettle such that it does not cause any inconvenience to other residents.

20. WITHDRAWAL RULES

20.1 Demand Survey

If a member who has deposited Commitment Money in response to a Demand Survey withdraws from the scheme within one year of the closing date of the Demand Survey or before the publication of the Scheme Brochure, whichever is earlier, 10% of the amount deposited will be forfeited and the balance will be refunded without interest.

20.2 Before issue of Booking Letter.

In case of withdrawal after depositing booking money but before issue of the Booking Letter, 50% of the Booking money will be deducted. The balance will be refunded without interest.

20.3 Before Allotment of Dwelling Unit

In case of withdrawal after the issue of confirmed Booking Letter but before allotment of the dwelling unit full Booking Money plus 10% of instalments due upto date of withdrawal letter plus interest due on delayed payment will be deducted and the balance paid without interest.

20.4. After Allotment

In case of withdrawal after allotment but before possession of the dwelling unit full Booking Money plus 15% of the instalments due and interest on delayed payment will be deducted and the balance amount paid without interest.

In case the withdrawal is because of the death of the Member before possession of the dwelling unit, if the spouse or the children (if the spouse is not alive), so desire full payment made by the member will be refunded without interest to the heir after deducting interest on delayed payment, if any, and administrative charges of Rs.2500 subject to legal formalities.

20.5 After Possession

No withdrawal will be permitted after possession.

20.6 Where Waiting List exists such that the dwelling unit can be allotted to another applicant the penalty for withdrawal will be as under:

- i) Before issue of Booking Letter Rs.2500
- | | | |
|-------------------------------|---------------|----------|
| After issue of Booking Letter | Type 1 & II | Rs.5000 |
| | Type III & IV | Rs.10000 |
- ii) In case of withdrawal after three months from the date of issue of Booking Letter, an additional payment @ 9% per annum on the defaulted instalment is also payable. The total penalty, however, will not exceed Rs.10,000 in case of Type I&II and Rs.25,000 in case of Type III & IV.
- iii) In case no person on the Waiting List accepts the offer, the case will be treated as with no Waiting List and dealt with as per paras 20.3, 20.4 & 20.5 as applicable.

20.7 However, it is further provided that

- i) Actual refund will be made only after the dwelling unit is re-allotted and money is realized from the new allottee.
- ii) The new allottee shall pay to IRWO the cost of the dwelling unit plus an equalization charge as if he is a new entrant to the scheme.

20.8 All application for withdrawal should be specific. No conditional withdrawal will be accepted.

21. CO-OWNERSHIP

21.1 A member may make any one of the blood relations as defined in these rules as a co-owner of his Dwelling Unit. The Member shall have to give documentary evidence of the individual being made co-owner as a blood relative to the satisfaction of the Organisation.

21.2 The co-owner shall have the same responsibilities, liabilities and duties as the allottee and shall abide by the rules and regulations of IRWO and the Allottee Association/Society as applicable to the allottee.

21.3. The rights of the co-owner shall be those as given in the bye-laws of the allottee Association/Society. However, the co-owner shall not be eligible to be

elected as a representative of the allottees to the Executive Committee of the Association / Society.

- 21.4 An allottee can apply for inclusion of the name of a co-owner at any time.
- 21.5 However, if the request for co-ownership is received after applying for booking of a dwelling unit, the owner and co-owner will be required to submit:-
- a) An undertaking on non-judicial stamp paper of Rs..50/-
 - b) Affidavit
 - c) Processing charges as decided from time to time.

22. EQUILIZATION CHARGES & DELAY CHARGES

- 22.1 If a person joins the scheme after the original due date of payment of first instalment, he will be charged interest from the original due date of first instalment up to the date of actual payment of amounts due as Equalization Charges.
- 22.2 The rates of Equalization charges will be decided by the Governing Body from time to time.
- 22.3 Delay charges will be payable by Member in case of delay in payment of instalments by more than seven days from the due date.
- 22.4 Rate of Delay charges shall be at the rate of interest charged by SBI on housing loan on the date of issue of the Project Brochure. This rate shall be indicated in the Project Brochure.

23. MAINTENANCE FUND

- 23.1 A maintenance fund will be created for efficient maintenance and satisfactory functioning of common services in the colony. The Fund will be created by charging an initial amount from the allottees before making over possession of the dwelling unit. In case of multistorey building this amount shall be 4.5% of the cost of the dwelling units without lift and 5.5% of the cost of dwelling units with lift. In case of single storey/duplex houses the percentage shall be 3% of the cost of the dwelling unit. However, the actual amount will be communicated along with the Allotment Letter. For the purpose of this Para, cost will be taken to mean all construction cost excluding cost of land and statutory payments.
- 23.2 The amount so collected shall form a corpus called Maintenance Fund and cannot be spent. Only the interest / income from the fund may be used for the purpose of operation and maintenance of the common services of the colony.

- 23.3 The above amount will be invested in the joint name of the Association and IRWO and interest/income arising out of it shall be credited to the bank account of the Association for meeting the operation and maintenance expenses of the colony.
- 23.4 In case of requirement of additional funds, the Association will have powers to realize subscriptions from the allottees / residents according to the byelaws of the Association.

24. DEPRECIATION RESERVE FUND

- 24.1 A Depreciation Reserve Fund will be created for each housing project for the purpose of having adequate funds available for replacement of such items of capital expenditure as lifts, water supply arrangements, generator etc. The Fund will be created by charging 1% of construction cost excluding land and statutory payments from the allottees before making over possession of the dwelling unit.
- 24.2 The above amount will be invested in the joint name of the Association and IRWO and interest/ income arising out of it shall be credited to the same DRF account. Whenever funds are required for replacement of the capital assets, it shall be withdrawn with the joint approval of IRWO and the Association / Society.
- 24.3 In case of requirement of additional funds, the Association will have powers to realize subscriptions from the allottees / residents as may be required.

25. RESERVE FUND

25. A Reserve Fund has been created by contribution (presently 1% of the cost of the dwelling units) to meet unforeseen expenditure arising generally after completion of the projects. Withdrawals from the Fund are made only with the approval of the Governing Body of IRWO.

26. NOMINATION:

Each applicant should nominate one of the blood relatives, as defined in these rules, as a nominee in the space prescribed in the Project Scheme. Application Form given in the Project Brochure. In case of allottee's unfortunate demise, the allottee's interest and liabilities under these rules will be transferred to the nominee subject to approval of the Managing Director and completion of legal formalities. To avoid any litigation amongst surviving heirs, it would be prudent that the nominee is the same person who is the beneficiary under the "Will", if any, made by the Allottee.

27. MUTUAL EXCHANGE OF FLATS

- 27.1 Mutual exchange of flats within a housing complex or between housing complexes may be permitted subject to both the allottees having cleared all dues of IRWO. Neither of the allottees will be permitted to withdraw from the scheme before taking possession of the dwelling units.
- 27.2 An amount of Rs.5000/- will be payable to IRWO by each party towards administrative expenses of the Organisation.

28. TRANSFER AND DISPOSAL

- 28.1 Subject to the local rules and regulations sale/transfer of the dwelling unit may be permitted with specific approval of IRWO to Primary Members after three years and to serving or retired employees of Central Govt./State Govt, Central PSUs & State PSUs after 5 years of possession of the dwelling unit by the seller. However, dwelling unit can be transferred to the BLOOD RELATION without any time limit.
- 28.2 On demise of an allottee, the dwelling unit may be:-
- a) Transferred in the name of the spouse or jointly in the name of the spouse and the legal heir without any limitation of time. In case there is no surviving spouse, the dwelling unit may be transferred in the name of the legal heir.
 - b) Sold by the successor to any one covered under Para 28.1 without any limitation of time, subject to observance of legal formalities.
- 28.3 IRWO reserves the right to refuse permission for sale/transfer /or exchange of a dwelling unit without assigning any reason.
- 28.4 In case of unauthorized sale/transfer coming to its notice, IRWO reserves its right in its absolute discretion to cancel the allotment of such dwelling unit to the original allottee and take possession of the said dwelling unit.
- 28.5 Whenever a dwelling unit is transferred in any manner whatsoever with the permission of IRWO, the transferee shall be bound by the covenants and conditions as applicable to the original allottee.
- 28.6 Provided further that in the event of consent being given, IRWO may impose such terms and conditions as it may consider fit. Transfer fee of Rs.5000 /- shall be payable both by the transferor and transferee.
- 28.7 After being granted permission for such sale / transfer both the Transferor & Transferee shall be ineligible for participating in any future IRWO's Housing Schemes except in a scheme declared unpopular by IRWO.

- 28.8 In the event of the death of the original allottee before the dwelling unit is handed over, his legal heir will be eligible to continue membership of the scheme subject to observance of legal formalities.
- 28.9 Sample formats of the various documents required are given in Annexure. IRWO reserves the right to ask for additional documents as may be considered necessary.
- 28.10 IRWO will give a 'No Objection Certificate' on the basis of which the transfer of property can be affected in the records of the Sub-Registrar. Issue of 'No Objection Certificate' does not mean the transfer of property rights in favour of the transferee. The actual transfer of property can take place only in the records of the Registrar.

29. LOAN FACILITIES

- 29.1 If required IRWO may assist the allottees in obtaining loan from banks / financial institutions. However, IRWO does not give any commitment in this regard.
- 29.2 The banks granting housing loans normally insist upon entering into a Tripartite Agreement between the borrower, the bank and IRWO which requires IRWO to retain original documents with itself till a clearance certificate is given by the bank or pass on the original documents to the bank after giving possession of the dwelling unit to the allottee, which is released by the bank full recovery of the loan.
- 29.3 IRWO shall not stand surety or guarantee for the borrower even though it may be a signatory to the Tripartite Agreement referred to above.
- 29.4 Since the complete transaction of acquiring a housing loan is an activity between the bank/financial institution and the borrower, IRWO does not take any responsibility in the matter relating to the terms and conditions of housing loan including arranging for and expediting its disbursal.

30. INTEREST

- 30.1 Interest payable by IRWO or the allottee in various circumstances have been given in the relevant Paras of this document. For the sake of convenience they are summarized below. However, the actual provisions in various Paragraphs will take precedence.

Para Number		Interest Payable
6.3	In case of removal from membership.	No interest

7.5	If the scheme does not take off With 2 years of Demand Survey	Interest payable after one year.
8.1	If scheme abandoned by IRWO.	Interest payable provided amount remains with IRWO for more than one year.
12.5	When booking money is returned.	<4 months No interest. >4 months. Interest payable.
12.6	Withdrawal by those on Waiting List.	Interest payable.
12.7	Those on Waiting List to whom IRWO is unable to provide Dwelling Unit.	Interest payable.
12.9	Those on Waiting List to whom IRWO provides a DU.	Interest payable if amount is with IRWO for more than 1 year. Equalization charges payable by allottee.
12.10	Abandonment of Scheme.	Same as in Para 8.1.
20.1	Withdrawal	No Interest.
20.2	Withdrawal	No Interest.
20.3	Withdrawal	No Interest.
20.4	Withdrawal	No Interest.
22.1	Equalization charges	To be paid by allottee.
22.3	Delay charges	To be paid by allottee

31. DELAY IN CONSTRUCTION

IRWO is required to interact with a number of agencies for obtaining clearance of a housing scheme, approval of plans etc. and for its execution. Delay on account of various approvals, clearances, provision of services such as water connection, sewerage connection, electricity etc. by local bodies cannot be ruled out. If the completion is delayed for any reason whatsoever beyond the control of IRWO, no compensation will be payable to the allottees on this account.

32. CHANGE OF ADDRESS

It shall be the duty of the allottee to keep Head Office of IRWO as well as concerned Project Manager of IRWO up dated with his latest address for communication mentioning his Membership Number.

33. SUPPRESSION OF INFORMATION

If at any stage it is found that an allottee has got allotment by suppressing or misrepresenting facts, the allotment of the dwelling unit will be cancelled and a penalty equal to twice the amounts mentioned in Para 20-Withdrawal Rules shall be levied and he will be debarred from participation in any scheme of IRWO or acquiring any dwelling unit in any of the IRWO schemes through purchase or otherwise.

34. GOVERNMENT RULES

Rules framed by the State Governments, Housing Boards, Development Trust / Authorities or similar bodies whatever description would be over-riding and would prevail.

35. ARBITRATION

35.1 All dispute relating to registration, booking, allotment, refunds and such other matters as are incidental to these and are likely to affect the mutual rights, interests, privileges, claims of the allottee vis-à-vis the Organisation, may be referred to the Managing Director (IRWO) who shall appoint an arbitrator to adjudicate in the matter. The award of the Arbitrator in the matter shall be final and binding on the allottee as well as the Organisation. For the purpose of Para 3 of Arbitration and Conciliation Act 1996 the Arbitrator shall be considered to have entered into reference, when he has called upon the party seeking arbitration to file his 'Statement of Claims'. Arbitration hearing will be held in Delhi only regardless of where property under dispute is situated.

35.2 No request for arbitration for adjudication of a dispute will be entertained unless it is made within two months of the cause of action or possession of dwelling unit.

- 35.3 No request for arbitration will be entertained by IRWO unless it is convinced that the dispute warrants recourse to arbitration and the decision of MD/IRWO in this respect shall be final and binding.

36. LEGAL PROCEEDINGS

- 36.1 In case of disputes, the allottee may take recourse to court only after exhausting all avenues of redressal including Arbitration as provided in the rules.
- 36.2 The Managing Director only can be sue or be sued on behalf of the Organisation. No other officer of the organization or any Member of the Governing Body shall be party to any legal proceeding.

37. SUITS WHERE TO BE FILED

All suits and legal proceedings of any kind against the organization shall be instituted in the appropriate courts in New Delhi /Delhi notwithstanding the location of the property which may be subject matter of the dispute.

38. NOTICE OF SUITS TO BE GIVEN

No suits or any legal proceedings of any kind shall be instituted against the Organisation unless a notice in writing has been delivered to the organization, stipulating the nature of claim, cause of action, relief sought, name, registration number and address of the person and a period of three months has expired after the notice.

39. INTERPRETATION OF RULES

Interpretation of the Rules as given by the Managing Director would be binding on the applicants/ allottees and no appeal / representation against it would lie with any other authority.

40. AMENDMENT OF RULES

The Governing Body of IRWO may add new rules, modify any of the existing rules or delete any rule as considered necessary. Any such new or amended rule shall be published in IRWO Samachar Darshan. In case of any conflict between the rules contained in the 'General Rules' and the revised rules, the revised rules will take precedence.

ANNEXURES

Forms shown here are samples only except Membership Form which can be detached and used.

Application for Booking of Dwelling Units will be annexed to the Project Brochure which may be used.

Other Forms may be obtained from Head Office of IRWO at Delhi or downloaded from IRWO website www.indianrailways.gov.in/irwo.htm.