

Bihar State Housing Board (Management and Disposal of Housing Estates) Regulation, 1983

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Bihar State Housing Board (Management and Disposal of Housing Estates) Regulation, 1983Housing Board Regulation No. 1 of 1983Published in Bihar Gazette (Extraordinary) dated 24.5.1983.

Chapter I

General

1.

(i)These Regulations may be called the [Bihar State Housing Board (Management and Disposal of Housing Estates) Regulation, 1982] [It appears to be a clerical error; should have been 1983 in view of Title]].(ii)These Regulations shall apply to those schemes in which built up properties or housing sites are to be disposed of by sale or hire purchase.(iii)These Regulations shall come into force from the date of notification in the Official Gazette.

2.

In these Regulations, unless there is anything inconsistent with the context or meaning,-(i)"Allotment letter" means a letter in such form as may be prescribed by the Board from time to time making allotment of a particular property to an applicant.(ii)"Allottee" means a person to whom a property has been allotted by way of sale.(iii)"Applicant" means a person who has sent an application putting his signature or affixing his thumb impression thereon along with the prescribed papers.(iv)"Application" means an application made in such form and manner as may be prescribed by the Board from time to time.(v)"Application Register" means a register in which application in

response to public notice are entered in the order in which they have been received.(vi)"Board" means the Bihar State Housing Board.(vii)"Common Portions" means those portions of the plot or premises which are in common use and include the land, gateway, enclosure compound walls, parks, open ground, passages, corridors, staircases fittings, fixtures, lift if any, installation where for water-supply or drainage or lighting or any other purpose and all such facilities which are used or intended to be used in common.(viii)"Common services" in relation to common portions means the services which are rendered for maintenance, running, keeping in good condition and control those common portions, use whereof shall be regulated by the Housing Board or such agency set up by the Board on such terms as they may specify with the prior approval of Government.(ix)"Conveyance Deed" means an agreement in the prescribed form between the Board and the allottee or hirer or the housing estate agency as the case may be, by which the title in the property is transferred to the allottee or hirer or the Housing Estate Agency on the terms and conditions specified in the said agreement.(x)"Deposit" means the initial amount payable by an applicant for securing a property which shall be non-interest bearing.(xi)"Disposal price" or "Hire-purchase price" in relation to a property means such price as may be fixed by the Board for such property or as may be determined by auction.(xii)"Documentation charges" in relation to a document or documents made in pursuance of those Regulations means all charges such as stamp charges, registration charges, writing charges, printing charges and plan charges and such other charges as may be prescribed by the Board.(xiii)"Dwelling unit" means a building or a part thereof which is used or is intended to be used by a family for habitation.(xiv)"Eligible person" means a person who is entitled to the purchase of a property in accordance with the provisions of the scheme and these Regulations.(xv)"Flat" means a portion of building which can be delineated with definite outline on plan and which can be definitely marked on site, and which is a dwelling unit.(xvi)"Ground Rent" in relation to a plot of land means the annual payment to be made by the lessee of the plot to the Board as lessor.(xvii)"Hire-purchase period" means such period as may be specified for continuance of a tenancy.(xviii)"Hirer" means a person who has participated in the hire-purchase system and who has signed the Hire-purchase Tenancy Agreement.(xix)"Hire-purchase" or "Hire-purchase System" means a system in which a participant takes step to secure rights in a property under a scheme by payment of deposit and also a specified number of monthly instalments spread over a specified number of years, during which he remains a tenant on the terms and conditions set for the purpose and on the expiry of the said years ceases to be a tenant and becomes owner after payment of all dues.(xx)"Hire-purchase Tenancy Agreement" means an agreement between the Board and the participant in the form prescribed in these Regulations for disposal of property under the hire-purchase system.(xxi)"Housing Estate" means a group of houses built by the Board for dwelling purposes and may comprise all or any of the following namely:(a)dwelling units,(b)land under and appurtenant to such dwelling units,(c)roads and paths, sewers, storm water drains, water supply and sanitary installation, street lighting and other similar amenities,(d)open spaces intended for recreation and ventilation,(e)shopping, school, community hall or other amenity for common use.(xxii)"Managing Director" means Managing Director of the Board.(xxiii)"Nominee" means a person who has been nominated by the hirer to be the hirer and to be the person to whom rights and liabilities in the property shall be passed on in the event of his demise or similar contingencies.(xxiv)"Penalty" means an additional amount as laid down in the relevant agreement payable by the allottee or hirer as a consequence of his default in the payment of prescribed dues.(xxv)"Property" means a plot of land, a dwelling unit, a flat or other structure whether grouped

under the scheme of the Board or otherwise and includes common portions and common services.(xxvi)"Allotment Committee" means a committee constituted under these Regulations.(xxvii)"Property circumstances" includes the nature and conditions of the building and premises the type and the nature of construction specification adopted therefor, material used and the workmanship, stability or durability of the structure, the type of accommodation, pattern of installation, fittings, fixtures and other amenities in all, such other things that constituted the property as they exist in the building for premises concerned.(xxviii)"Scheme" means a scheme prepared by the Board for one or more Housing States.(xxix)"Service charges" means the amount which the allottee or hirer has to pay as a monthly charge for the maintenance of common portion and common services.(xxx)"Tenancy Stipulations" in relations to a hirer means the stipulations for the tenancy prescribed under these Regulations.

Chapter II

Principles of Allotment

3.

These Regulations shall be administered by the Managing Director subject to the general guidance and resolutions of the Board. The Managing Director may delegate his power to any officer of the Board subject to the approval of the Board.

4.

All agreements made under these Regulations shall be executed on behalf of the Managing Director or such officer as may be authorised by him in this behalf.

5.

The Board shall execute housing schemes for the provision of dwelling units or sites for eligible individuals or different income groups.

6.

The disposal of a property shall be effected by either sale or hire-purchase or in such other manner and subject to such terms and conditions as may be decided by the Board from time to time.

7.

The hire-purchase price or sale lease hold or the disposal price, as the case may be, shall be such price as may be determined by the Board or as arrived at by auction in cases prescribed hereinafter.

8.

A dwelling unit or flat or house site shall be allotted only to such persons-(a)who must be a citizen of India.(b)who must be domiciled in Bihar.(c)who shall have attained the age of maturity at present 18 years and not insolvent under law on the date of filing application, and(d)who or his wife/her husband or his/her dependent minor children do not own any land or house fully or partly either on free hold or leasehold basis in the town within 8 Km. of the area of the Municipal Corporation, Municipality or Notified Area Committee or area of the Housing Estate of the Board, Improvement Trust or any other Government undertakings for which application is made.Note.-If an applicant has house site or dwelling unit on lease-hold or freehold basis, in any town of the State, either in his own name, or in the name of his wife/husband or minor children, he shall not be eligible for allotment of dwelling units/sites.

9.

The applicant must belong to the particular income group in which category the dwelling unit or flat or site applied for is available. The various income groups are indicated below:-(a)Economically Weaker Sections-up to Rs. 6,000 p.a.(b)Low Income-Rs. 6,001 to Rs. 12,000.(c)Middle Income-Rs. 12,001 to Rs. 24,000(d)High Income-Rs. 24,001 & above.Note.-(1) The Board may modify the income range from time to time on all India or regional or State basis subject to the approval of the Government.(2)If there are no applicants for house sites/or house/flats in particular income group, the Board may offer them for allotment to applicants belonging to other income groups in the higher category subject to the approval of the Government.Preference will be given to those applicants of High Income Group, in allotment of plots, who are willing to pay the premium in Foreign Exchange.

10. [[Substituted buy Notification No. 11/B-1-133/83-2181 dated 3.5.1984.]

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11. [[Substituted buy Notification No. 11/B-1-133/83-2181 dated 3.5.1984.]

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13.

The property thus allotted shall be used for such purpose only as may be specified in the conveyance Deed/Hire purchase Tenancy Agreement.

14.

All documentation charges shall be borne by the allottee or hirer.

15.

All rates, fees, taxes, charges, Municipal assessments or otherwise and levies of whatsoever nature shall be borne by the allottee or hirer, as the case may be, and shall be payable by the allottee, or hirer, within the period prescribed in this behalf: Provided that in every case of failure on the part of the allottee or the hirer, the Board shall have the power to recover the dues as arrears of land revenue.

16.

The allottee or hirer shall be liable to pay such charges, if any incurred by the Board on the maintenance of roads, water supply, drainage, street lighting and other services or amenities within a Housing Estate.

17.

The Board shall offer property on lease or hire purchase or sale on the basis of property circumstances that exist at the time. The allottee or hirer shall fully make himself conversant with the property, circumstances and he shall be precluded from making complaint or raising objections or setting up claims regarding the property circumstances at any subsequent stage.

18.

The Board or such agency as it may decide shall be responsible for maintenances, running, control and Regulations for use of common portions and common services of each block in a Housing Estate and it shall be the duty of such agency to administer these common portions and common services. The allottee or the hirer shall be liable to pay to the Board or the Special Agency of the charges for the purpose as decided by the Board. In case of failure on the part of the allottee or hirer to make such payment the Board shall have the power to recover such amount as arrears of land revenues.

19.

The Board shall inform Government of all the allotments, town wise and scheme wise, made during a financial year in respect of each income group.

Chapter III

Procedure of Allotment

20.

The Managing Director or the officer authorised by him in this behalf shall cause a public notice to be issued indicating general features of the housing scheme, number of dwelling units or flats or

sites to be allotted and inviting applications for allotment.

21.

The applications shall be sent with the prescribed affidavit documents and the application fee as may be determined by the Board.

22.

All applications as received shall be entered serially in the application register. The serial number of each application shall be determined by the time and date mentioned on the Bank scroll through which the necessary fee shall be paid.

23.

The Managing Director or any official authorised by him shall acknowledge receipt of each application.

24.

Any application which is incomplete in any respect is liable to be rejected as invalid.

25.

(1)The Board shall allot property in Patna.(2)For the purpose of allotment of property in other areas the Board shall constitute a Committee at the Divisional level to be called the Divisional Allotment Committee consisting of the following:-

- | | |
|--|---------------------------------|
| (i) Commissioner of the Division | -Chairman. |
| (ii) Managing Director or his nominee | -Member. |
| (iii) Concerned District Magistrate | -Member. |
| (iv) One non-official member of the Board to be nominated by the Government. | -Member. |
| (v) Concerned Executive Engineer of the Board. | -Convenor
(Member-Secretary) |

26.

Subject to the approval of Government, the Board/Divisional Allotment Committee shall determine which of the applicants are eligible for allotment and the decision thus arrived at (of the Committee in this regard) shall be final:-(i)In every category (except discretionary quota) the allotment of property to eligible applicants shall be made by draw of lots by the Board. The procedure of draw of lots will be decided by the Managing Director.(ii)The particular Plot/House/Flat to be allotted to the

applicant in accordance with sub-section (i) above shall be determined by drawing of lots after due notice to such applicants of the date, time and venue of the draw.

27.

The Divisional Allotment Committee shall forward its decisions to the Board for onward transmission to the Government.

28.

Formal allotment orders and letters shall be issued by the office of the Board: Provided decision on allotment on compassionate ground referred to in Regulation 10 (h) shall be taken by the Board.

29.

The Board/Divisional Allotment Committee shall thereafter prepare a final list of allottee/hirers, and shall place them in such group or groups as may be deemed expedient by the Board.

30.

On the basis of final list of allottees/hirers drawn up by the Board/ Divisional Allotment Committee an allotment Register shall be prepared in which names and other particulars of allottees/hirers shall be entered serially as per list.

31.

Intimation about allotment shall be sent to all persons selected for allotment whose names have been entered in the allotment register.

32.

In the event of a person or persons not accepting offer of allotment and failing to comply with the prescribed formalities within two months of issue of the allotment letter, the property shall be allotted to the person or persons next falling on the waiting list in the serial order of the Application Register provided the eligibility criteria is satisfied.

Chapter IV

Terms and Conditions of Disposal of Property

33. ['Regulation 33 (1)' substituted by Amendment Regulation 1989 w.e.f. 16.5.89 (Published on 16.5.1989).]

(1)Immediately after decision on allotment of dwelling units/flats/sites has been taken, the applicant under High Income Group and Middle Income Group shall be required to pay/deposit equal to 30 per cent of the disposal price, but the applicants under Low Income Group and Economically Weaker Section, shall be required to pay deposit equal to 20 per cent of the disposal price. Such deposit shall be non-interest deposit.](2)An applicant to whom a dwelling unit or flat/site has been allotted have to pay the balance amount of the disposal price (i.e. after adjusting the deposit) within such period as may be determined by the Board and specified in the allotment order/letter.(3)If the applicant fails to pay the amount within the said specified period, the allotment shall be cancelled and a sum of money equal to 20 percent of the deposit shall be forfeited and the balance refunded.(4)In the case of such applicants as have not been finally allotted any dwelling unit flat/site the deposit specified in sub-regulation (1) shall be refunded.(5)The Board shall have the sole and exclusive right over the deposit till it is adjusted or refunded with or without deduction as provided in these Regulations.

34.

When the dwelling unit/flat is disposed of by sale the possession of the dwelling unit/flat shall be handed over to the allottee, after such allottee has made the required payments and fulfilled other formalities prescribed by the Board.

35.

When the dwelling unit/flat is disposed of by sale the allottee shall become the owner only after the full disposal price and other dues have been paid by him to the Board and the transfer of absolute ownership or otherwise of the dwelling unit/flat/plot has been affected through a Conveyance Deed executed in such form as may be prescribed by the Board.

36.

(1)The hire-purchase deposit which shall be a sum as to be decided by the Board from time to time shall be paid by an applicant within two months after decision has been taken to allot him a dwelling unit/flat. Such deposit shall be adjusted after the expiry of the hire-purchase period at the time of execution of the Conveyance Deed.(2)In the case of such applicants as have not finally been allotted any dwelling unit/flat the said deposit shall be refunded.(3)In the case of such applicants to whom allotment letters have been issued and who have failed to fulfill the requirements as specified in the allotment letter a sum equal to 20 per cent of the deposit shall be forfeited and the balance refunded.(4)The Board shall have the sole and exclusive right over the hire purchase deposit till such time it is adjusted on the execution of the Conveyance Deed or refunded with or without deduction as provided in these Regulations and the agreement made thereunder.(5)Subject to the provisions of Regulation 11 the balance hire-purchase price of the property including interest

thereon at such rates as may be prescribed by the Board shall be recovered in monthly instalments the amount whereof shall be fixed in each case: Provided that on receipt of an application from hirer the Board may permit the payment of the hire purchase price outstanding on the date of such application together with interest accruing Till the date of payment and other dues, if any, to be made in lump sum: Provided further that except where a hirer is permitted to pay the hire purchase price as aforesaid in lump sum, he shall not mortgage, transfer or part with the possession of the property till the expiry of hire-purchase period otherwise than with prior permission of the Board.

37.

The possession of the dwelling unit/flat shall be handed over to the hirer after the hirer has paid the prescribed number of instalments and such other dues as shall have been demanded by the Board

38.

During the hire-purchase period a hirer shall remain the tenant of the Board and shall have no other rights except that of tenancy as per agreement executed.

39.

During such period as a hirer remains a tenant he shall abide by the tenancy stipulations as specified in the hire-purchase agreement.

40.

If the hirer fails to do a thing or refrains from doing a thing as required by the agreement executed under these Regulations, the Board shall have the power to get such things done or prevent such things being done at the risk and cost of the hirer.

41.

The hirer shall cease to be a tenant and shall be the owner of the flat dwelling unit only after the last instalment of hire purchase and all other dues have been paid by him to the Board and the transfer of the property to him has been effected through a Conveyance Deed in such form as may be prescribed by the Board.

42.

(i) The land under and appurtenant to a property shall be allotted on perpetual leasehold basis to the owners of dwelling unit on such terms and conditions as may be determined by the Board. (ii) A lease deed for the land specified in sub-regulation (i), shall be drawn up and executed in such form as may be prescribed by the Board.

43.

The payment for dwelling sites shall be made in the following order:(i)[The applicant under the High Income Group and the Middle Income Group shall pay/deposit 30 per cent of the disposal price immediately after it has been decided to allot a dwelling site to him, but the applicant under Low Income Group and the Economically Weaker Section, shall pay/deposit 20 per cent of the disposal price immediately after it has been decided to allot a dwelling site to him."] [Substituted by Amendment Regulation of 1989 published on 16.5.1989.](ii)The balance amount of the disposal price shall be paid within such period as may be determined by the Board and specified in the allotment order.

44.

When a Housing Estate has been developed by the Board the Board may require the local authority within whose limits such Housing Estate is situated to assume responsibility for the maintenance of all or any of the following amenities, namely:-(a)roads and paths, storm water drains, water supply and ancillary installations, street lighting and other services.(b)parks and open areas intended for recreation.(c)market, shopping centre, schools, community hall or any other amenity for common use on such terms and conditions as may be agreed between the Board and that local authority.

45.

Simple interest at the rate of 5 per cent will be payable on the amount of earnest money deposited by the applicants, after the date of enforcement of this Regulation. No interest will be payable on deposits made hereinbefore.