

## **Auroville Housing Policy 2011**

*At Auroville nothing belongs to anyone in particular.*

*All is collective property.*

*To be utilised with my blessings for the welfare of all.*

The Mother

*As per the Charter of Auroville, private property has no place in Auroville and all assets including those created by individuals, belong to the community as a whole. The assets are then entrusted to individuals and groups for proper management or stewardship on behalf of the community. While housing is a basic need, individuals are asked to significantly contribute to the material development of the city and especially toward housing. This Housing Policy formulates guidelines, based on today's realities, to address the various situations which exist and may arise.*

### **1) General Principles**

- a)** All houses, apartments and other immovable constructions created on Auroville land, vested in the Auroville Foundation, are assets of the Auroville Foundation. The Auroville Foundation holds all these assets in trust for humanity as a whole.
- b)** Therefore an Aurovilian, a Newcomer, a Friend of Auroville or any other person cannot in any way claim to be private owner of houses, apartments or other constructions in Auroville.
- c)** An Aurovilian, a Newcomer or a Friend of Auroville will not purchase any immovable property which according to Auroville's Master Plan is intended to become part of Auroville in the future without making it immediately relatable to Auroville. Any exceptions must be agreed upon by the Auroville Foundation.
- d)** In principle, all members of the Residents Assembly have to reside in Auroville. Any exceptions will have to be worked out with the Housing Board.

### **2) Management and Stewardship**

- a)** All houses, apartments and other immovable assets created on Auroville land are under the management responsibility of the Funds and Assets Management Committee (FAMC). The FAMC delegates part of this responsibility to the Housing Service.
- b)** An Aurovilian or a Newcomer who has made the donation toward a house or apartment in Auroville and is living in Auroville on a regular basis at least nine months of every calendar year is the steward of that house or apartment.
  - i)** Stewardship is essentially a role of care-taker, as there is no private ownership of housing assets. A steward shall care for a housing asset in such a way as to avoid the asset falling into disrepair. Basic repairs, annual maintenance such as painting, as well as upgrading infrastructure as needed is also the responsibility of the steward. If the steward is not in a financial position to attend to these works, he/she will seek the help of the Housing Repair Service under the Housing Service.
- c)** A steward will properly maintain the house or apartment and make a contribution towards the collective payment of the yearly house tax.
- d)** A person who is not an Aurovilian or a Newcomer cannot be a steward of a house or apartment in Auroville and such persons have no right of occupancy, without express permission of the Housing Board and the Entry Service. Any

person who is not an Aurovilian, a Newcomer or a Friend of Auroville, who is permanently residing in a house or apartment vested in Auroville Foundation, including the family members of an Aurovilian, a Newcomer or a Friend of Auroville, must sign the same declaration as Aurovilians and Newcomers that they have and will not make any claim of ownership on these assets. Such persons will have to ensure the asset and its common infrastructure is kept up properly and will also have to participate to the welfare of Auroville.

**e)** An Aurovilian or a Newcomer cannot be the steward of more than one housing asset at a time. Permission for caring for an additional asset will have to be worked out with the Housing Board. Residential assets cannot be taken advantage of for personal profit and cannot be transferred into a guest house.

### **3) Temporary Absence of a Steward**

**a)** The Aurovilian or Newcomer who:

- i) Wishes to leave Auroville for a period longer than three months, due to which the house or apartment will be unoccupied, or
- ii) Wishes to relinquish the stewardship of a house or an apartment for a specified period of time will consult the Housing Board, to find the best solution for the house.

**b)** A house-sitter, for periods ranging from 3 months to 2 years, for example, will be identified in collaboration with the Housing Service, the steward and the closest neighbours. An agreement outlining the temporary stay of the house-sitter will be prepared by the Housing Service.

**c)** Temporary stewardship will be agreed upon by the Housing Board, the steward and the community in which the housing asset is situated. An agreement outlining a temporary stewardship will be prepared by the Housing Service.

**d)** Any objection that cannot be resolved between the parties will be referred to the Auroville Council who will propose solutions for FAMC final approval.

### **4) Permanent Absence of a Steward**

**a)** In case an Aurovilian or a Newcomer leaves Auroville permanently, the house or apartment will be re-allocated by the Housing Board in consultation with that Aurovilian or Newcomer and in collaboration with the community in which the house or apartment is situated. The Newcomer is eligible for a refund as per the individual housing agreement.

- i) A Newcomer is considered to have left Auroville permanently if his or her Newcomer period has been terminated without s/he having become Aurovilian;
- ii) An Aurovilian is considered to have left Auroville permanently if he or she has been out of Auroville for a period of at least five years. In these cases, after a 3 years absence, the steward and the Housing Board will work in close collaboration for the next 2 years, as needed, for the optimal use of the asset. If the steward is then out of Auroville for a total of five years, the stewardship is reverted to the Housing Service for re-allocation.

**b)** In case a Newcomer or an Aurovilian passes away, the house or apartment will normally be allocated to the Aurovilian(s) or Newcomer(s) with whom the deceased was living prior to his or her death. If a dispute arises over the allocation, the Housing Board will make the final decision with the concerned groups, HRT, Auroville Council and other groups these may choose to involve. If an agreement is not found by the combined effort of said groups, the final decision will be made by the FAMC.

- i) In allocating the house or apartment, the Housing Board will consider the request(s), if any, of an Aurovilian child or children of the deceased who are living and working in Auroville at the time of the death, or in case an Aurovilian child or children are temporarily absent from Auroville, intend to return to Auroville within a reasonable time after the death.
- ii) In allocating the house or apartment, the Housing Board will consider the request(s), if any, of an Aurovilian who has financially contributed to the building of the house or apartment but has ceased to live there within the last five years.

## **5) House Allocation**

- a)** The Housing Board will make the allocation of all houses and apartments. In making any temporary allocation, the Housing Board will collaborate with the steward and the community in which the house or apartment is situated.
  - i) Inheritance rights are not recognized in Auroville. If they were, this would indicate individual property.
  - ii) Adult Aurovilian children are considered co-stewards of a house stewarded by their parents if they are living there permanently. If the Aurovilian parents move to another asset, upon the request of both the steward and the adult Aurovilian child to Housing Board, he/she will normally be made official steward of the housing asset.
  - iii) In the case of parents vacating their stewarded asset, their adult Aurovilian children living elsewhere in Auroville will be considered among others for stewardship of the said asset.
  
- b)** The Housing Board will normally allocate a house or apartment to an Aurovilian, a Newcomer or a Friend of Auroville. In exceptional cases, in consideration of services being rendered to Auroville, the Housing Board may make a house or apartment available to consultants, long term guests, volunteers, students, civil workers and others who will stay in Auroville for a limited period of time with the prior agreement of the Entry Service.
  
- c)** The Housing Board may allocate a house or apartment to an Aurovilian for stewardship for a specified donation, while reserving the right to waive any donation.
  - i) Pro-bono allocation of a house or apartment is the decision of the Housing Board and is provided only for those Aurovilians who have no financial means. Consideration for pro-bono housing will be based on the same criteria as outlined in section 5(e) of the policy. Pro-bono allocation will be reviewed by the FAMC for a feedback period of 2 weeks.
  
- d)** When a house or an apartment other than a Newcomer house is being allocated to a Newcomer, the allocation will be subject to the same guidelines and conditions as outlined under section 10(c) of the policy. Normally Aurovilians are to be given priority over Newcomers.
  
- e)** In case the requests for housing exceed the number of houses and apartments available, the Housing Board shall consider the following criteria to establish the priority for allocation:
  - i) The ability of the Aurovilian or Newcomer to contribute him- or herself in kind and/or financially and/or obtain donations or loans from various sources, and their ability to repay any loans;
  - ii) The number of Aurovilians or Newcomers in the family;
  - iii) Length of residence in Auroville;
  - iv) The contribution of work in Auroville;
  - v) The urgency of the situation

## **6) Aurovilian Staff Quarters**

- a)** All staff quarters will be registered with the Housing Service.
- b)** The executive(s) of the unit, who are responsible for them, in consultation with the Housing Board, will make the allocation of staff quarters. The executive(s) of the unit concerned will keep the Housing Service informed about the occupancy of the staff quarters at least once in 6 months.
- c)** In the case that staff quarters remain unoccupied for a period of at least 6 months, the Housing Board may allocate them temporarily in consultation with the unit executive(s), as per 5(b) above.
- d)** Staff quarters should not be provided to employees including community watchmen without the prior agreement of the Housing Board and without a formal agreement between Housing Service and the unit/individual.

## **7) House Exchange or Transfer**

- a)** A Newcomer, an Aurovilian or a Friend of Auroville wishing to become a steward of a house or apartment in exchange for his/her present stewardship of a house or apartment, will contact the Housing Service. Both parties involved in an exchange must be present in Auroville at the time of the exchange. In all cases, the Housing Service will conduct the house or apartment exchange between any Newcomer, Aurovilian, or Friend of Auroville interested in new stewardship. Refer to current guidelines which outline the details.
- b)** The respective communities will be consulted for feedback before a decision is made.
- c)** Transfers will be published in the News & Notes. Potential stewards who contact the Housing Service and meet the criteria as outlined in 5e above will be considered for the new stewardship in collaboration with the community in which the asset is situated.
- d)** The Housing Board will determine the modalities of exchanges or transfers. In particular, the Housing Board may decide that a donation to Auroville from one or both parties concerned is required, or to waive any such contribution. All transfer of funds will be channelled through Auroville Unity Fund or any other fund designated by the FAMC.
- e)** An Aurovilian, Newcomer or a Friend of Auroville cannot receive any direct monetary compensation as a consequence of the exchange or transfer of the stewardship of a house or apartment. The value of the house or apartment to be transferred, if disputed, will be evaluated by either one or two independent architectural offices, at the request of either the Housing Service or Housing Board. In case of a difference of 10% or more of the two estimated values the matter may be referred to a third professional evaluator and forwarded to the FAMC for a final decision, if needed.
- f)** Normally a house or apartment can only be exchanged for another house or apartment; any request for an exception to that guideline will be presented to the FAMC, whose decision will be final.
- g)** All changes of stewardship, by exchange or by transfer, will be facilitated by the Housing Service.

## **8) New Housing**

**a)** An Aurovilian, Newcomer or an Auroville unit wishing to construct an individual house or an Aurovilian or an Auroville unit wishing to construct a multiple housing project will obtain the prior written permission of L'Avenir d'Auroville and the FAMC. Before giving its approval, L'Avenir d'Auroville and the FAMC will ascertain that:

- i) The proposed construction is technically viable;
- ii) The funds necessary for the construction of an individual house are available or the proposed multiple housing project is financially sound;
- iii) For a multiple housing complex or project, proper project and financial management have been provided for;

Those applicants who are Newcomers have obtained a positive recommendation from the Entry Service . Before giving its final approval, L'Avenir d'Auroville will inform the Housing Service.

**b)** An Aurovilian, Newcomer or Auroville unit wishing to construct an individual house will be fully responsible for the realisation of the construction. It is at the discretion of the Housing Board to provide funds to help an Aurovilian who has difficulties in finishing a new construction.

**c)** An Aurovilian, Newcomer or an Auroville unit permitted to construct will make a fraternal contribution to the Housing Fund based on the basic costs of the asset(s). Refer to current guidelines which outline the details.

## **9) Guest Houses or Guest apartments**

Houses and apartments cannot be transformed into guest houses or guest apartments

## **10) Newcomer Housing**

**a)** In order to provide shelter to Newcomers so that they may experience Auroville with a minimum of difficulties, small houses and apartments specified as 'Newcomer Houses' are available for them.

**b)** The Housing Service will manage Newcomer housing, and inform the Housing Board of allocations and other important information pertaining to Newcomer housing.

**c)** The Housing Service will normally allocate a Newcomer house or apartment to a Newcomer for a maximum period of one year. The Housing Service can extend this period for a limited time, whether or not the Newcomer has meanwhile become Aurovilian.

**d)** The Housing Service may decide that Newcomer housing can be allocated to an Aurovilian for a period of up to one year provided that future housing is assured.

**e)** The Housing Service shall allocate a Newcomer house or apartment against a monthly contribution from the Newcomer to the Newcomer Housing Fund, or waive such contribution under exceptional circumstances.

**f)** The Housing Service may decide that Newcomer housing can be allocated for a limited period of time to a consultant, long-term guest, volunteer, student, or other person who does not wish to become Aurovilian against payment of a monthly contribution.

**g)** Newcomers wishing to construct an individual house or an apartment in a multiple housing project will make a Payment Agreement with the Housing Service

and deposit the value of the house or apartment with the Auroville Maintenance Fund. In case the Newcomer decides to leave Auroville the deposited amount will be refunded to the Newcomer as per the terms of the Payment Agreement. When the Newcomer becomes an Aurovilian the deposit will be transferred as a donation to the Auroville Unity Fund as per the terms of the Payment Agreement. Only Newcomers with a positive recommendation of the Entry Service may enter into Payment Agreements.

### **11) Housing for Friends of Auroville**

With the prior permission of the Entry Service, Friends of Auroville may donate funds for an apartment in a collective housing project, (in exceptional cases Friends of Auroville may donate funds for a house but only with the prior permission of the Entry Service, the Housing Board and in the case of a new construction L'Avenir d'Auroville as per clause 8 above) which will be for their use when they visit Auroville under the following conditions:

- i) A Friend of Auroville must sign the same declaration as Aurovilians and Newcomers that they will make no claims of ownership on assets owned by the Auroville Foundation.
- ii) A Friend of Auroville may be the steward of only one housing asset at a time. Stewardship of more than one housing asset is against the spirit of Auroville.
- iii) A Friend of Auroville will enter into an agreement with the Housing Service for the proper allocation of the house or apartment during his or her absence. Such an agreement will also include provisions for maintenance of the apartment and contribution towards the house tax.
- iv) In case a Friend of Auroville leaves Auroville permanently, the house or apartment will be re-allocated by the Housing Board in consultation with the community in which the apartment is situated.
- v) A Friend of Auroville will be considered to have left Auroville permanently if s/he has not been living in the allocated house or apartment for a period of two years without the prior agreement of the Housing Board and the Entry Service.
- vi) A Friend of Auroville who leaves Auroville permanently is not entitled to any form of compensation for the house or apartment.
- vii) A Friend of Auroville cannot receive any direct monetary compensation as a consequence of any transfer of the house or apartment.
- viii) In case a Friend of Auroville dies, the house or apartment will be re-allocated by the Housing Board.

### **12) Housing Repair Fund**

The Housing Service and Housing **Board** will manage the Housing Repair Fund, the Housing Fund, the Newcomer Housing Fund and the Revolving Fund.

#### **a) Housing Repair Fund**

- i) The income of the Housing Repair Fund will consist of:
  - A) Contributions from City Services;
  - B) Other donations or contributions

The income of the Housing Repair Fund will be used to pay for housing repairs.

#### **b) Housing Fund**

- i) The income of the Housing Fund will consist of:
  - A) Contributions as described under 8c above.
  - B) Donations towards the allocation of a house or apartment under 5c and 7e above;
  - C) Other donations and contributions .

The income of the Housing Fund will be used to provide new houses or apartments or improve old houses or apartments for Aurovilians without sufficient financial means.

### **c) Newcomer Housing Fund**

- i) The income of the Newcomer Housing Fund will consist of:
  - A) Monthly contributions as cited in sections 10e and 10f above
  - B) Other income

The income of the Newcomer Housing Fund will be used for the reconditioning of Newcomer houses and apartments as well as for the construction of new Newcomer apartments.

### **d) Revolving Fund**

- i) The income of the Revolving Fund will consist of:
  - A) Fund-raising
  - B) Individual donations
  - C) other income

The income of the Revolving Fund will be used for new housing development, stewardship transfer advances as needed, and other financial needs related to Auroville housing.

## **13) Allocations from the Housing Fund and Housing Repair Fund**

**a)** To be eligible for receiving financial aid from the Housing Fund and Housing Repair Fund one must:

- i) Be an Aurovilian; and
- ii) Be engaged in a regular work for the community

**b)** In the case that the requests for financial aid exceed the funds available, the Housing Service and Housing Board shall consider the following criteria to establish the priority for allotting aid:

- i) Length of residence in Auroville;
- ii) Urgency of the situation;
- iii) Ability of the Aurovilian to contribute him- or herself and/or obtain donations or loans from other sources, and the their ability to repay any loans.

**c)** The Housing Board may allocate funds in the following ways:

- i) In the form of a full or partial grant;
- ii) In the form of a full or partial loan, to be reimbursed in monthly or other instalments by the unit for which the Aurovilian works and/or by the Aurovilian as he/she has the financial means to do so.

**d)** The Housing Service and Housing Board may request the unit or service in which the Aurovilian works to make a donation, contribution or a loan to the Housing Service, to be used for the Aurovilian's house or apartment.

## **14) Appeal**

All disputes of a financial nature will be reviewed and decided by the FAMC. Any dispute which is interpersonal in nature will be reviewed by the Auroville Council.

Any request for an exception to any of the above will be presented to the FAMC, whose decision will be final.

*FAMC approved 7 October 2011*