

Government of Rajasthan  
Local Self Government Department

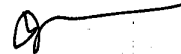
No.F.8(Ga)( )Rules/DLB/15 /15060

Jaipur, Dated 18/12/15

Amendment in Rajasthan Rent Control Act, 2001

Certain amendments are proposed to be made in the Rajasthan Rent Control Act, 2001. The proposed Draft of the Rajasthan Rent Control (Amendment) Bill, 2015 have been uploaded on the website CMAR for general information.

All suggestions of in this regard may be made to the undersigned by addressing a letter or memorandum on or before 31<sup>st</sup> day of January, 2016



(Purshottam Biyani)  
Director & Joint Secretary, LSG

# THE RAJASTHAN RENT CONTROL (AMENDMENT) BILL, 2015

A

Bill

*further to amend the Rajasthan Rent Control Act, 2001*

Be it enacted by the Rajasthan State Legislature in the Sixty-sixth Year of the Republic of India as follows:-

**1. Short title and commencement.**-(1) This Act may be called the Rajasthan Rent Control (Amendment) Act, 2015

2. It shall come into force at once.

**2. Amendment of Section 2, Rajasthan Act No.1 of 2003.**- In section 2 of the Rajasthan Rent Control Act, 2001 (Act 1 of 2003), hereinafter in this Act referred to as the principal Act,-

(a) in clause (e), for the expression "1959 (Act 38 of 1959)" appearing in the end, the expression "2009 (Act 18 of 2009)" shall be substituted;

(b) in sub-clause (ii)(b) of clause (i), the word "and" appearing in the end shall be omitted;

(c) in clause (j), the punctuation mark "." appearing in the end shall be substituted by punctuation mark ";" and the word " and " may be added just after this punctuation mark so substituted.

(d) after clause (j), the following new clause shall be inserted, namely:-

"(k) "Rent Authority" means the officer appointed under section 22A."

**3. Amendment of section 3, Rajasthan Act No.1 of 2003.**- In section 3 of the principal Act, the existing clauses (i), (ii) and (iii) shall be deleted.

**4. Amendment in section 4, Rajasthan Act No.1 of 2003.**- (1) In section 4 of the principal Act;

(a) the existing provisions just after heading shall be numbered as sub-section(1); and

(b) after sub-section (1) so numbered, the following new sub-section shall be added, namely:-

"(2) The rent payable in relation to,-

(a) new premises built or completed after the commencement of the Rajasthan Rent Control Act, 2001 (Act 1 of 2003) and rented out before the commencement of the Rajasthan Rent Control (Amendment) Act, 2015 (Act No.... of 2015);

shall be as per sub-section (1); and in respect of such tenancies,-

(i) the landlord shall intimate the tenant two months prior to the expiry of twelve months after the date of commencement of the Rajasthan Rent Control (Amendment) Act, 2015 (Act No...of 2015) about revision of rent in rent, if required;

(ii) in the absence of agreement between landlord and tenant about rent payable as per sub-section (1), the landlord shall have option to terminate the tenancy.

(b) the premises existing at the commencement of the Rajasthan Rent Control Act, 2001 (Act No.1 of 2003) and were let out for a period of five years or more through registered deed and tenancy was not terminable before expiry of its duration at the option of the landlord;

shall be as per sub-section (1) after the commencement of the Rajasthan Rent Control (Amendment) Act, 2015 (Act No.--- of 2015);

(c) the premises let out before or after the commencement of the Rajasthan Rent Control Act, 2001 (Act No. 1 of 2003) to which

provisions of chapter II and III of this Act were inapplicable owing to specified monetary rental limits by virtue of clause (iii) of section 3;

shall be as per sub-section (1) as a consequence deletion of said sub-clause after the commencement of Rajasthan Rent Control (Amendment) Act, 2015 (Act No... of 2015)

**5. Amendment in section 9, Act No.1 of 2003.-** In the explanation below second proviso to clause (a) of section 9 of the principle Act, after the words " addressing the same" and before the expression ";or" occurring in the end, the words "or having been deposited with the Rent Authority" shall be inserted.

**6. Amendment in section 15, Act No. 1 of 2003.-** In Section 15 of the Principal Act,-

(a) after sub-section (4) and before sub-section (5), the following new subsections shall be inserted, namely:-

"(4A) In a petition for eviction on the ground set forth in clause (a) of section 9, with or without any of other ground referred to in that section, the Rent Tribunal shall on the first date of hearing before framing of issues, after hearing the parties and on the basis of material on record within a period not exceeding 45 days, order for payment of due rent to be paid to the landlord by the tenant, with respect to the period for which the tenant may have made default. Such amount shall be calculated at the rate of rent at which it was last paid or was payable as per agreement, for the period the tenant may have made default including period subsequent thereto upto the month previous to that in which the order is made together with interest on such amount calculated at the rate of six percent per annum from the date when any such amount was payable upto the date of order:

Provided that in all pending petitions seeking evictions on the ground set forth in clause (a) of section 9, with or without any other ground referred to in that section, continuing at whatever stage, the Rent Tribunal *suo matu* or on the application of the landlord, first of all order for the payment of rent due to the landlord or deposition thereof in the Rent Tribunal as per provisions of this sub-section.

(4B) The tenant shall pay to the landlord the amount ordered to be paid by the Rent Tribunal under sub-section (4A) within fifteen days from the date of such order or within such further time not exceeding three months as the Rent Tribunal may extend. The tenant shall also continue to deposit in court or pay to the land lord, month by month, the monthly rent subsequent to the period for which order has been made under sub-section (4A) by fifteenth of each succeeding month, at the monthly rate at which the rent was ordered to be paid by the Rent Tribunal under sub-section(4A) till the date of handing over possession of premises to the landlord as per certificate of recovery issued by the Rent Tribunal.

(4C) If the tenant fails to pay to the land lord any amount referred to in sub-section (4A) and /or sub-section (4B) on the date or within time specified therein, the Rent Tribunal shall order the defense against eviction to be struck out and shall proceed with the hearing of the petition."

(b) After sub-section (7) and before sub-section (8), the following new sub-section shall be inserted, namely:-

(7A) While issuing a certificate of recovery of possession form the tenant, the Rent Tribunal shall also pass a decree for recovery of rent,

if any remains due from the tenant, and such decree shall be executable under and in accordance with the provisions of the Code of Civil Procedure, 1908 (Act 5 of 1908) as if it was a decree passed by a civil court under the said Code."

**7. Amendment in Section 19, Act No. 1 of 2003,-** In section 19 of the Principal Act, after sub-section (7) and before sub-section (8), the following new sub-section shall be inserted, namely:-

"(7-A) In an appeal against order of recovery of possession made in favour of the landlord by the Rent Tribunal on the ground as set forth in clause (a) of section 9, the appellate Rent Tribunal on the first date of hearing before framing of issues, after hearing the parties and on the basis of material on record assess the amount of rent if any still due to be paid by the tenant to the landlord as ordered by the Rent tribunal under sub-section (4-A) of section 15 and order the tenant to pay to the landlord within fifteen days from the date of the order or within such further time not exceeding forty five days which the appellate Rent Tribunal may extend and also pass orders to continue to deposit in court or pay to the land lord, month by month, the monthly rent by fifteenth of each succeeding month at monthly rate at which the rent was ordered to be paid by the Rent Tribunal under sub-section (4-A) of section 15 till the date of handing over possession of the premises to the land lord as per certificate of recovery issued by the Rent Tribunal or as per order passed by the Appellate Rent Tribunal, as the case may be.

**8. Insertion of new section 21-A, Act No.1 of 2003.-** After section 21 and before section 22 of the principal Act, the following new section shall be inserted, namely:-

**"21-A. Procedure and power of the Rent Authority.-**The provisions contained in section 21 with regard to procedure and powers of Rent Tribunal shall *mutatis mutandis* be applicable to the Rent Authority while entertaining, hearing and deciding the petitions or applications presented before him or with respect to the information furnished as if the word "Rent Authority" was substituted for the words "Rent Tribunal" wherever occurring therein.

**9. Insertion of new chapters V-A and V-B, Act No.1 of 2003.-** In the Principle Act, after chapter V and before chapter VI, the following new chapters shall be inserted, namely:-

#### "CHAPTER V-A

**22-A. Appointment of Rent Authority.-**(1)The State Government shall appoint, by notification in the official Gazette, such number officers of the of Rajasthan Administrative Service not below the rank of Sub-Divisional Officer as the Rent Authority for the jurisdictional area of every Rent Tribunal to perform functions and exercise powers in the matters specified under section 22B, 22G, 22H, 22J, 22k, 23 and 24of this Act.

(2) The Rent Authority shall follow the same procedure for disposal of applications as is laid down under this Act for disposal of applications by the Rent Tribunal.

(3) An appeal against the order of the Rent Authority shall lie to the Rent Tribunal if preferred within sixty days from the date of order.

(4) save as expressly provided under this Act, every order of the Rent authority, if not reversed, altered or modified by the Rent Tribunal in appeal, shall be final and shall not be called in question in any original suit, application or execution proceeding.

**22-B. Tenancy agreements.-** (1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of the Rajasthan Rent Control (Amendment) Act, 2015 (Act No.....of 2015), let or take on rent any

premises except by an agreement in writing , and the particulars of such agreement shall be communicated to the Rent Authority by the landlord and tenant jointly, in the form specified in Schedule-D.

(2)Where, in relation to a tenancy created before the commencement of Rajasthan Rent Control (Amendment) Act, 2015 (Act No.....of 2015),-

(a) an agreement in writing having already been entered into, the particulars thereof shall be communicated to the Rent Authority;

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy, and inform the Authority,

-in the form specified in Schedule-D:

Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b), such landlord and the tenant shall separately file the particulars about such tenancy.

(3) Every agreement referred to in sub-section(1) or required to be executed under sub-section (2) shall be executed within a period of one year from the date of commencement of Rajasthan Rent Control (Amendment) Act, 2015 (Act No..... of 15).

(4) The Rent Authority after receiving such information about tenancy agreement, shall make entry of particulars of the agreement in a Register maintained for that purpose containing particulars as per Schedule-D and provide a registration number to the parties.

(5) The information provided as per sub-section(1) and (2) shall be taken as evidence of facts relating to tenancy and matters connected therewith and in its absence any statement in the agreement inconsistent with the details filed as per schedule-D shall not be received as evidence of the facts before the Rent Tribunal or the Appellate Rent Tribunal, as the case may be.



(6) The Rent Authority shall upload the details of all tenancies along-with the registration number provided under sub-section (4), in the form and manner prescribed, on its website within fifteen days of the allotment of the registration number.

**22-C. Period of tenancy.**-(1) All tenancies entered into after the commencement of Rajasthan Rent Control (Amendment) Act, 2015 (Act No.....of 2015) shall be for a period as agreed between the landlord and the tenant and as specified in the tenancy agreement.

(2) The tenant may approach the landlord for renewal or extension of the tenancy, within the period agreed to in the tenancy agreement, prior to the end of tenancy period and if agreeable to the landlord may enter into a new tenancy agreement with the landlord on mutually agreed terms and conditions.

(3) If a tenancy for a fixed term ends and has not been renewed or the premises have not been vacated by the tenant at the end of such tenancy, the tenancy shall be deemed to be renewed on a month to month basis on the same terms and conditions as were in the expired tenancy agreement, for a maximum period of six months and shall be deemed to have expired unless renewed by the landlord by agreement with the tenant in writing .

**22-D. Inheritability of tenancy.**- (1)The tenancy shall cease immediately after the death of the tenant save by inheritability as provided in sub-section(2)

(2) In the event of the death of a tenant, the right of tenancy of residential and non-residential premises shall devolve for the remaining period of tenancy to his successors in the following order:

- (a)Spouse;
- (b)Sons/unmarried daughters;
- (c)Parents;
- (d)Daughter-in-law being the widow of a predeceased son:

Provided that the successor had been ordinarily living or working in the premises with the deceased tenant up to his death.

**22-E. Bar on sub-letting, assigning or parting with possession of premises.**-(1)After the commencement of Rajasthan Rent Control (Amendment) Act, 2015 (Act No.....of 2015), no tenant shall without the previous consent in writing of the landlord,-

- (a) sublet whole or part of the premises held by him as a tenant;
- (b) transfer or assign his rights in the tenancy agreement or any part thereof ;
- (c) otherwise part with possession or put in possession any other person in the premises held by him as a tenant.

(2) Where the premises are sublet with the consent of the landlord, the tenant shall notify the landlord the date of commencement or termination of sub-tenancy, as the case may be, within one month of the commencement or termination.

## CHAPTER V-B

### RENT IN RESPECT OF TENENCIES ENTERED BEFORE & AFTER THE COMMENCEMENT OF RAJASTHAN RENT CONTROL (AMENDMENT) ACT, 2015

**22-F. Rent.**-The rent payable in relation to a premises specified in clauses (a) (b)and(c) of sub-section (2) of section 4 shall be,-

(a) in case of new tenancies entered into after the commencement of Rajasthan Rent Control (Amendment) Act, 2015 (Act No.....of 2015), the rent agreed to between the landlord and the tenant at the commencement of the tenancy;

(b) in case of tenancies entered into before the commencement of Rajasthan Rent Control (Amendment) Act, 2015 (Act No.....of 2015), after the expiry of twelve months from the commencement of Rajasthan Rent Control (Amendment) Act, 2015 (Act No.....of 2015), rent payable shall be as per clause (a) above; and

(i) the landlord shall intimate the tenant two months prior to the expiry of the said twelve months about the revision in rent, if required;

(ii) In the absence of an agreement between the landlord and the tenant on the rent payable as per clause (a) above, the landlord shall have the option to terminate the tenancy.

**22-G. Revision of Rent in certain circumstances.**- (1) Where the landlord, after the commencement of tenancy and with agreement with the tenant has incurred expenditure on account on improvement, addition or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out, the landlord may increase the rent of the premises by an amount as agreed between the landlord and the tenant, prior to the commencement of the work and such increase in rent shall become effective from one month after the completion of work.

(2) Where after the rent of a premises has been agreed or fixed, there has been a decrease or diminution or deterioration of accommodation or housing services in the premises, the tenant may claim a reduction in the rent.

(3) The landlord may either restore the premises and the housing services as at the commencement of tenancy or agree for a reduction in rent.

(4) In case of conflict, the landlord or tenant may approach the Rent Authority by filing petition before the Rent Authority and that Authority shall try to resolve the conflict and amicable settlement between the land lord and tenant and if no such settlement is arrived at between the parties, he may pass appropriate orders on the basis of material brought on record and by hearing both the parties.

(5) Any party aggrieved by the order of the Rent Authority may prefer an appeal before the Rent Tribunal within sixty days from the date of the order. The order of the Rent Authority if not reversed, altered or modified by the Rent Tribunal in appeal, shall be final.

**22-H. Rent Authority to fix revised rent in the circumstances narrated in section 22G.**-The Rent authority on an application presented by the landlord or tenant in the circumstances narrated in section 22G, will fix or revise, as the case may be, the rent and other charges payable by the tenant as also fix the date from which the revised rent becomes payable.

**22-I. Security deposit.**-(1) Save an agreement to the contrary, it shall be lawful for the landlord to charge a security deposit equal to one month's rent.

(2) The security deposit shall be refunded to the tenant within one month after vacation of the premises, after making due deduction of any liability of the tenant.

(3) Wherever the security deposit is not refunded to the tenant within the period specified in sub-section(2), the tenant may file an application before the Rent Authority for directing the land lord to refund the security deposit.

(4) The Rent Authority , upon filing of application under sub-section (3), issue notice, accompanied by copies of application to the land lord, fixing a date not later than thirty days from the date of service of notice requiring the land lord to submit reply accompanied by affidavits and documents, if any, on which he relies. The notice shall be served through the process servers of the Rent Authority or through registered post acknowledgement due. Notice served by any of these methods shall be treated as sufficient service.

(5) The Rent Authority may hold summary inquiry on the date of first hearing and dispose of the application. When order is passed for refund of security deposit, the land lord shall refund the amount as ordered by the Rent Authority within thirty days and in a case of non-compliance, the order shall be executed in the manner as provided under section 20 for the execution of orders of a Rent Tribunal.

**22-J. Depositing of rent with the Rent Authority in certain circumstances.**- (1) Where the landlord does not accept any rent and other charges payable or refuses to give a receipt, the rent and other charges shall be sent to the landlord in the manner prescribed under section 5 and when every manner is exhausted then the tenant may deposit the same periodically, in time, with the Rent Authority.

(2) Wherever in any case there is bona-fide doubt about the person or persons to whom the rent is payable, the tenant may deposit such rent and other charges with the Rent Authority.

(3) On deposit of the rent, the Rent Authority shall investigate the case and pass an order based on facts of the case.

(4) The amount of rent deposited under this section shall be accounted for in such manner as may be prescribed and shall be kept in a personal Deposit Account and shall be operated for payment to the land lord or other lawful claimant in the manner as may be prescribed.

(5) The receipt by the Land lord, of rent and other charges deposited under sub-section (1) and sub-section (2), as the case may be, shall not operate as admission to the correctness of rent and other fact stated by the tenant while depositing the same.

**22-k.Maintenance of the property.-** (1) Notwithstanding any contract in writing to the contrary, the landlord and the tenant shall be bound to keep the premises in as good a conditions as at the commencement of the tenancy, except for normal wear and tear, and shall be responsible for the respective repairs and maintenance as specified in the Schedule-E.

(2) In case of common facilities shared among the tenants or with the landlord the respective responsibilities of each tenant and landlord will be specified in the Tenancy Agreement.

(3) In the event of tenant's refusal to carry out scheduled or agreed repairs, the landlord shall get the repairs done and claim from the tenant as dues.

(4) In case the landlord refuses to carry out the scheduled or agreed repairs, the tenant can get the work done and deduct the same from periodic rent:

Provided that in no case will the deduction from rent in any one month exceed fifty per cent of the agreed rent for one month.

(5) In case the unit is uninhabitable without the repairs and the landlord has refused to carry out the required repairs, after being called upon to get the repairs done in writing by the tenant, the tenant will have the right to abandon the unit after giving landlord fifteen days notice in writing or by approaching the Rent Authority.

(6) In the event of tenant approaching the Rent Authority by filing application therefor, the Rent Authority may call upon the Land lord to

repair the unit within a specified period and in case of his refusal or non-compliance, he may order for abandoning the unit by the tenant.

**10. Amendment in section 23, Act No.1 of 2003.-** In section 23 of the principal Act,-

(a) in sub-section (1), for the words "Rent Tribunal and the Rent Tribunal" occurring after the words "with the permission of the" and before the words "shall grant such permission", the words "Rent Authority and the Rent Authority" shall be substituted;

(b) in sub-section (2), for the words "Rent Tribunal" occurring after the expression "of the amenities, the" and before the words "shall issue notices" the words "Rent Authority" shall be substituted;

(c) in sub-section (3), for the words "Rent Tribunal", the words "Rent Authority" may be substituted.

(d) in sub-section (4), for the words "Rent Tribunal", the words "Rent Authority" may be substituted.

**11. Amendment in section 24, Act No. 1 of 2003,-** In section 24 of the principal Act, for the words "Rent Tribunal" wherever occurring, the words "Rent Authority" may be substituted.

**12. Amendment in section 26, Act No. 1 of 2003,-** In section 26 of the principal Act, after sub-section (5), the following new sub-section shall be added, namely:-

(6)(i) The Presiding officer of the Rent Authority appointed under this Act shall be deemed to be public servant within the meaning of section 21 of the Indian Penal Code, 1860(45 of 1860).

(ii) No suit or other legal proceeding shall lie against the Rent Authority in respect of anything which is in good faith done or intended to be done in pursuance of this Act.

**13. Amendment in section 28, Act No. 1 of 2003,-** In section 28, after sub-section (4), the following new sub-section shall be added, namely:-

(5) On a petition or application filed before the Rent Authority, a fix fee of Rs 100/- shall be payable,

**14. Addition of new schedules, Act No.1 of 2003.-** In the principal Act, after the existing Schedule C, the following new schedules, shall be added, namely:-

"SCHEDULE-D"  
(See Section 11)

FORM FOR INFORMATION OF TENANCY

To,  
The Rent Authority

\_\_\_\_\_  
(Address)

1. Name & Address of the Landlord : \_\_\_\_\_
2. Name & Address of the Property : \_\_\_\_\_  
Manager(if any)
3. Name (s) & Address of the Tenant, : \_\_\_\_\_  
Including email id and contact details
4. Description of previous tenancy, if any : \_\_\_\_\_
5. Description of premises let to the tenant : \_\_\_\_\_  
including appurtenant land, if any
6. Date from which possession is given to : \_\_\_\_\_  
the tenant
7. Rent payable as in section 4 or 22F : \_\_\_\_\_
8. Furniture and other equipment provided : \_\_\_\_\_  
to the tenant
9. Other charges payable
  - a. Electricity : \_\_\_\_\_
  - b. Water : \_\_\_\_\_
  - c. Extra furnishing, fittings and fixtures : \_\_\_\_\_
  - d. Other services : \_\_\_\_\_
10. Attach rent/lease agreement, : \_\_\_\_\_
11. Duration of tenancy (Period for which let) : \_\_\_\_\_

Name and Signature  
of Landlord

Name and Signature  
of Tenant

**"SCHEDULE"-E**  
**(See Section 22k)**

**DIVISION OF MAINTENANCE RESPONSIBILITY BETWEEN THE  
LANDLORD AND THE TENANTS**

As per Section 22k, the landlord shall be responsible for repairs relating to matters falling under part A and the tenant shall be responsible for matters falling under part B.

**Part A**

**Responsibilities of the Landlord**

1. Structural repairs except those necessitated by damage caused by the tenant.
2. Whitewashing of walls and painting of doors and windows.
3. Changing and plumbing pipes when necessary.
4. Internal and external electrical wiring and related maintenance when necessary.

**Part B**

**Periodic repairs to be got done by the tenant**

1. Changing of tap washers and taps
2. Drain cleaning
3. Water closet repairs
4. Wash Basin repairs
5. Bath tub repairs
6. Geyser repairs
7. Circuit breaker repairs
8. Switches and socket repairs
9. Repairs and replacement of electrical equipment except major internal and external wiring changes
10. Kitchen fixtures repairs
11. Replacement of Knobs and locks of doors, cupboard, windows etc.
12. Replacement of flynets
13. Replacement of glass panels in windows, doors etc
14. Maintenance of gardens and open spaces let out to or used by the tenant



## STATEMENT OF OBJECTS AND REASONS

The necessity to overhaul the existing Rent Control legislations was being felt nation wide for quite some time past and the National Urban Housing and Habitat Policy, 2007 of the Central Government envisaged that Government of India should prepare a model Rent Act to promote rental housing on principles that rent of housing unit should be fixed by mutual agreement between the land lord and the tenant. There exists paradoxity in the housing sector as there is shortage of dwelling units and still quite number of housing units remain vacant, unutilised as existing Rent Control Acts are stated to be restrictive in nature.

The State of Rajasthan has been responsive in this direction and the Rajasthan Rent Control Act, 2001 (Act No.1 of 2003) here after referred to as Principal Act, was enacted by replacing the Rajasthan Premises (Control of Rent and Eviction) Act, 1950 and the State Act provided for most of the things which are now being suggested by the Government of India as per model Draft Tenancy Law,2015 which is based on following broad principles:-

(a) Rent of housing unit should be fixed by mutual agreement between the land lord and the tenant and for a stipulated lease period (without any provision for standard rent);

The principle clearly reflects in section 4 of the Rajasthan Rent Act,2001. The provision regarding specified period of lease is proposed to be made in new section 22-C which is proposed to be added vide clause 5 of the Bill.

(b)The law should provide for fast tract quasi judicial process for adjudication of disputes between land lord and the tenant;

The Rent Tribunals and Appellate Rent Tribunals are already existing in the State under the Principal Act.

(c) The law should not be limited to applicability to properties below a monetary threshold but should be applicable to all tenancies;

The provisions contained in clauses (i),(ii) and (iii) of section 3 of the aforesaid Rajasthan Act No.1 of 2003 contain provisions inconsistent with the above principle and, therefore, in order to make the existing law applicable to all tenancies, these clauses are proposed be deleted vide clause

3 of the Bill and certain provisions are proposed vide clause 4 of the Bill to adhere to the principle enunciated above.

At present there is no provision in the Principal Act regarding depositing of rent during pendency of suit for eviction and cases linger on for years and the landlord suffers. For making an enabling provision empowering the Tribunal to order for payment of rent, new sub-sections (4A),(4B) and (4C) are proposed to be added to section 15 and sub-section (7-A) to section 19.

The model Draft legislation supplied by the Government of India for uniformity of provisions of Rent law throughout country envisages appointment of Rent Authority for performing functions as proposed in section 22-B, 23-G, 22-H, 22-J and 22-K which are sought to be inserted vide clause 5 of the Bill. As per said proposed section 22-B no person will let or take on rent any premises except by an agreement in writing and the particulars of such agreement shall be communicated to the Rent Authority by the land lord and the tenent. The Rent Authority shall maintain record of all tenancies in a register and shall also upload the particulars thereof on the website. The information provided to the Rent Authority shall be taken into evidence of facts relating to tenancy and matters connected therewith and in the absence of any statement, inconsistent with the details supplied to Rent Authority, shall not be received in evidence before the Rent Tribunal or Appellate Rent Tribunal.

As per proposed section 22-C the tenancy shall be for a specified period.

Proposed Section 22-D deals with inheritability of tenancy. Proposed section 22-L provide for security deposit , Section 22-J provides for depositing of rent under certain circumstances. Section 22-K provides for maintenance of the property.

The Bill proposes to make aforesaid and other connected and incidental changes in the Principle Act.

The Bill seeks to achieve the aforesaid objectives.

Hence, the Bill.

Minister Incharge