

**THE KERALA BUILDINGS (LEASE, STANDARD RENT
AND OTHER FACILITIES) BILL, 2012**

A

BILL

*to regulate the leasing of buildings, to control the rent and protect
the rights of the lesser and the lessees of such buildings in
the State of Kerala.*

Preamble.- WHEREAS, it is expedient to regulate the leasing of buildings, to control the rent and to protect the rights of the *lesser* and the *lessees* of such buildings in the State of Kerala, to provide for the adjudication of disputes and matters connected therewith or incidental thereto;

BE it enacted in the Sixty-second year of the Republic of India, as follows:-

1. Short title, extent and commencement.- This Act may be called the Kerala Buildings (Lease, Standard Rent and Other Facilities) Act, 2012.

(2) It extends to the whole of the State of Kerala.

(3) It shall come into force at once.

2. Definitions.-(1) In this Act, unless the context otherwise requires,-

(a) “Appellate Authority” means the Appellate Authority constituted under section 40;

(b) “building” means any building, flat or hut or part of a building or hut, let or to be let separately for residential or non-residential purpose and includes,-

(i) the gardens, grounds, wells, tanks and structures, if any, appurtenant to such building, hut, or part of such building or hut, or land, let or to be let along with such buildings, flat or hut;

(ii) any furniture supplied by the *lessor* for use in such building, flat or hut and part of a building, flat or hut;

(iii) any fittings or machinery belonging to the *lessor*, affixed to or installed in such building, flat or part of such building or flat and intended to be used by the *lessee* for or in connection with the purpose for which such building, flat or part of such building or flat is let or to be let, but does not include a room in a hotel or boarding house;

(c) “Inspector” means an officer appointed under section 35 to perform the functions of the Inspector under this Act;

(d) “land” means a vacant land or land with building

which is let or to be let for any use including the parking of vehicles or for the staking or storage facilities;

(e) "Landlord", "*lessor*" or "building owner" means a person who, is receiving or is entitled to receive the rent of any building, whether on his own account or on account of or on behalf of or for the benefit of any other person or as a trustee, guardian or receiver for any other person or who would so receive the rent or be entitled to receive the rent, where the building is let to a *lessee*;

(f) "Local Self Government Institutions" means a town panchayat or a municipal council or a municipal corporation constituted under section 4 of the Kerala Municipality Act, 1994 (20 of 1994) or a Village Panchayat constituted under section 4 of the Kerala Panchayat Raj Act, 1994 (13 of 1994);

(g) "prescribed" means prescribed by rules made under this Act;

(h) "rent" means the amount paid as rent as agreed to by the *lessor* or building owner and the *lessee* under an agreement;

(i) "Rent Control Court" means the court constituted under section 34;

(j) “standard rent” in relation to any building means the rent fixed by the Rent Control Court under the provisions of this Act;

(k) “security deposit” means any payment, fee, deposit or charge to be used for any purpose including the recovery of rent defaults, repairing charges for the damage caused by the *lessee* or for any other item specified in the Tenancy Agreement.

(l) “Tenant “ or “*lessee*” means any person by whom or on whose account or on whose behalf the rent of any building is or but for a special agreement, would be payable and includes,-

(i) the heir or heirs of a deceased *lessee as defined in Section 4* ; and

(ii) any person continuing in possession after the termination of the tenancy.

(m) “Tenancy Agreement” means an agreement in writing between a *lessor* and a *lessee* for the use and the occupancy of a building for residential or non-residential purpose on agreed terms and conditions.

(n)“Tenancy Agreement” means the period for which the building has been let to the *lessee* by the *lessor*;

(o) “Tenantable repairs” means such repairs which shall keep the building in the same condition in which it was let out except for the normal wear and tear;

(p) “Valuer” means an officer appointed under section 36 of the Act;

3. Registration of tenancy agreement.- (1) *Notwithstanding anything contained in section 107 of the Transfer of Property Act, 1882 (Central Act 4 of 1882), no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing.*

(2) *Every agreement referred to in sub-section (1) or required to be registered under sub-section (3) shall be registered under the Registration Act, 1908 (Central Act 16 of 1908), within such period as may be prescribed and for this purpose the agreement shall be deemed to be a document for which registration is compulsory under section 17 of the said Act.*

(3) *Where, in relation to a tenancy created before the commencement of this Act,-*

(a) *An agreement in writing was entered into and was not registered under the Registration Act, 1908 (Central Act 16 of 1908) the landlord and the tenant shall, jointly*

present a copy thereof for registration before the registering officer under the said Act;

(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 present the same for registration before the registering officer under the said Act:

4. Inheritance of tenancy.- (1) From the date of death of a *lessee*, the right of tenancy shall devolve upon his successors in the following order, namely:-

- (a) Spouse;
- (b) Children;
- (c) Parents;
- (d) Daughter-in-law, being the widow of his pre-deceased son:

Provided that the successor has ordinarily been living in the building with the deceased *lessee* as a member of his family upto the date of his death and was wholly dependent on the deceased *lessee* and the successor does not own or occupy a building in the same locality.

(2) If a person, being a successor, mentioned in sub-section (1) was ordinarily living in the building with the deceased *lessee* but was not dependent on him on the date of his death or he or his spouse or any of his dependent children is owning or occupying a residential building in the locality, such successor shall acquire a right to continue in possession as a *lessee* for a limited period of one year from the date of death of the *lessee* and on the expiry of that period or on his death, whichever is earlier, the right of such successor to continue in possession of the building shall become extinguished:

Provided that the right of any successor to continue in possession of the building becomes extinguished, such extinguishment shall not affect the right of any other successor of the same category to continue in possession of the building and if there is no other successor of the same category, the right to continue in possession of the building shall not, on such extinguishment, pass on to any other successor.

(3) The right of every successor referred to in sub-section(1) to continue in possession of the building as a *lessee* shall be strictly personal to him and shall not, on the death of such successor, devolve upon any of his heirs.

(4) Nothing contained in sub-section (1) or sub-section (2) shall apply to a non-residential building and the vacant possession of such building shall be delivered to the *lesser* within one year,-

(i) of the death of the *lessee*;

(ii) of the dissolution of the firm, in case the *lessee* is a firm;

(iii) of the winding up of the company, in case the *lessee* is a company;

(iv) of the dissolution of the corporate body other than a company, in case the *lessee* is such a corporate body.

5. Rent Payable.- The rent payable in relation to a building shall be,-

(a) the rent agreed upon by the *lesser* and the *lessee*; or

(b) the standard rent fixed by the Rent Control Court under section 8:

Provided that if the tenancy extends beyond a period of three years, the rent payable shall be increased by twenty per cent in every three years.

6. Other Charges Payable.- (1) A *lessee* shall in addition to the rent payable pay the following charges to the *lessor*, namely:-

(a) charges for the amenities as agreed upon by the *lessor* and the *lessee*, subject to a maximum of fifteen per cent of the rent;

(b) maintenance charges at the rate of ten per cent of the rent payable.

(2) *The lessor shall be, unless otherwise agreed, entitled to recover from the lessee the amount paid by him towards charges for electricity or water consumed or the charges, if any, payable by the lessee.*

7. Revision of rent in certain cases.- (1) Where a *lessor* has at any time, before the commencement of this Act, with or without the approval of the *lessee* or after the commencement of this Act, with the written approval of the *lessee*, incurred expenditure for any improvement, addition or structural alteration in the building, not being expenditure on decoration or tenantable repairs necessary or usual for such building and the cost of that improvement, addition or alteration has not been taken into account in determining the rent of the building, the *lessor* may increase the rent per year by an amount not exceeding thirty per cent of such *rent*.

(2) Where a *lessor* intends to increase the rent of any building under sub-section (1), he shall give the *lessee* a notice of his intention to do so and such increase shall become due only in respect of the period of the tenancy after the expiry of thirty days from the date on which the notice is given.

(3) Every notice under sub-section (2) shall be in writing signed by or on behalf of the *lessor* and given in the manner provided under section 106 of the Transfer of Property Act, 1882 (Central Act 4 of 1882).

(4) Where, after the rent of a building has been fixed under the provisions of this Act or agreed upon, there has been a decrease or diminution in the accommodation or amenities provided in such building, the *lessee* may claim a reduction in the rent.

8. Rent Control Court to fix standard rent etc.- (1) The Rent Control Court shall, on an application made to it in this behalf, in the prescribed manner, in respect of any building,-

(i) fix the standard rent for such building after holding such enquiry as it thinks fit taking into consideration all evidentiary materials produced by both the parties and also the report of the valuer.

(ii) revise the rent as per the provisions of sections 5 and 7.

(2) the report of the valuer under sub-section(1) shall contain the details of all the facts taken note of by the valuer while inspecting the building and his reasons for his conclusion regarding the reasonable amount of rent the building may fetch on the date of his visit and the report shall only be considered as piece of evidence and not a conclusive one.

(3) In fixing the standard rent of any building part of which has been lawfully sub-let, the Rent Control Court may also fix the standard rent of such part so sub-let.

(4) The standard rent shall in all cases be fixed for a period of twelve months:

Provided that where any building is let or re-let for a period of less than twelve months, the standard rent for such tenancy shall bear the same proportion to the annual rent as the period of tenancy bears to twelve months.

(5) In fixing the standard rent of any building under this section, the Rent Control Court shall fix the standard rent thereof in its unfurnished condition and shall also determine an additional

charge to be payable on account of any fittings or furniture supplied by the *lesser*.

(6) The Rent Control Court may, while fixing the standard rent or the increase or decrease in rent or other charges payable, order for payment of the arrears of amount due by the *lessee* to the *lesser* or *lesser* to the *lessee* in such number of installments within a time to be fixed by the Rent Control Court.

9. Fixation of interim rent.- If an application for fixing the standard rent or for determining the increase or decrease of such rent is made under section 8, the Rent Control Court shall, as expeditiously as possible, make an order specifying the amount of the rent or the lawful increase or decrease pending final decision on the application and shall appoint the date from which the rent or lawful increase or decrease so specified shall have effect.

10. Lesser to claim or receive agreed rent, other charges, if any, and security deposit or rent fixed by the Rent Control Court.-

The *lesser* shall not claim, receive or stipulate for the payment other than,-

(i) the rent, other charges and security deposit as agreed to between the *lesser* and the *lessee*;

(ii) the rent and other charges, if any, fixed by the Rent Control Court:

Provided that the *lessor* may receive or stipulate for the payment of an amount not exceeding six months' rent by way of security deposit.

11. *Payment of Rent.*- Every *lessee* shall pay rent and other charges, if any, payable within the time fixed in the agreement or in the absence of such stipulation, by the fifteenth day of the succeeding month of the month for which it is payable and where any default occurs in the payment of rent and other charges, if any, the *lessee* shall be liable to pay simple interest at the rate of twelve per cent per annum from the date on which such payment of rent and other charges payable became due to the date on which it is paid.

12. *Receipt to be given for the rent paid.*- (1) Every *lessee* who makes payment of rent or other charges payable or security deposit to his *lessor* shall be entitled to obtain forthwith a written receipt for the amount paid duly signed by the *lessor* or his authorised agent.

(2) Where the *lessor* or his authorised agent refuses or neglects to deliver to the *lessee* the receipt under sub-section (1),

the Rent Control Court shall, on an application filed in this behalf by the *lessee*, within two months from the date of payment and after hearing the *lessor* or his authorised agent, pass an order directing the *lessor* or his authorised agent to pay to the *lessee*, by way of damages, such sum not exceeding double the amount of rent or other charges paid by the *lessee* and the costs of the application and shall also grant a certificate to the *lessee* in respect of the rent or other charges paid.

(3) Where the *lessor* or his authorised agent refuses to accept or evades the receipt of rent and other charges payable to him the *lessee* shall, by notice in writing, require the *lessor* to supply him the particulars of his bank account in the locality in which the *lessee* shall deposit the rent and other charges payable to the *lessor*.

(4) Where the *lessor* does not supply the particulars of bank account, the *lessee* shall remit the rent and the other charges payable to the *lessor*, from time to time, through money order or any other lawful mode of payment after deducting the service charges.

13. Deposit of rent by the lessee.- (1) Where the *lessor* does not accept the rent and other charges, if any, payable by the *lessee* as provided in section 11 or section 12 or refuses or neglects to

deliver a receipt under section 12 or where there is a bonafide doubt as to the person to whom the rent is payable, the *lessee* shall deposit such rent and other charges, if any, payable with the Rent Control Court through an application in the prescribed manner.

(2) On deposit of the rent and other charges, if any, payable, the Rent Control Court shall send, in the prescribed manner, a copy of the application to the *lessor* or the persons claiming to be entitled to the rent and other charges, payable with an endorsement of the date of the deposit.

(3) Where an application is made for the withdrawal of any deposit of rent and other charges, if any, payable, the Rent Control Court shall, on being satisfied that the applicant is the person entitled to receive the rent and other charges deposited, order the amount of the rent and other charges to be paid to the applicant, in the prescribed manner:

Provided that no order for payment of any deposit of rent and other charges payable shall be made by the Rent Control Court under this sub-section without giving all the persons named by the *lessee* in his application under sub-section (1) as claiming to be entitled to payment of such rent and other charges payable, an opportunity of being heard and such order shall be without

prejudice to the rights of such persons to receive such rent and other charges payable as decided by a court of competent jurisdiction.

(4) Where any statement contained in an application filed by the *lessee* under sub-section (1) is contrary to the facts or incorrect, the *lessor* may file a petition before the Rent Control Court within thirty days from the date of receipt of the notice of deposit.

(5) On receipt of the petition under sub-section (4), the Rent Control Court, after giving the *lessee* an opportunity of being heard and on being satisfied that the statements in the petition are materially incorrect may impose on the *lessee* an amount which may extend to two months' rent as fine and may order that a sum out of the fine imposed be paid to the *lessor* as compensation in addition to the arrears of rent and other charges deposited.

(6) The Rent Control Court may, on a petition filed by the *lessee*, after giving an opportunity of being heard and on being satisfied that the *lessor*, without any reasonable cause, refused to accept the rent and other charges payable, though tendered to him, within the time referred to in section 11, impose on the *lessor* an amount which may extend to two months' rent as fine and may

further order that a sum out of the fine imposed be paid to the *lessee* as compensation.

14. *Time limit for deposit of rent and consequences of incorrect particulars in the application for deposit.*- (1) No rent deposited under section 13 shall be considered to have been validly deposited under the said section, unless the deposit is made within twenty-one days from the date specified under section 11 for the payment of the rent.

(2) No such deposit shall be considered to have been validly made, if the *lessee* willfully makes any false statement in his application for depositing the rent, unless the *lesser* has withdrawn the amount deposited before the date of filing the application for the recovery of possession of the building from the *lessee*.

(3) Where the rent is deposited within the time limit specified under sub-section (1) and does not cease to be valid deposit for the reason mentioned in sub-section (2), the deposit shall constitute payment of rent to the *lesser*, as if the amount deposited had been validly tendered.

15. *Saving as to the acceptance of rent and other charges payable and forfeiture of deposit.*- (1) The withdrawal of rent and other charges, if any, payable, deposited under section 13, shall not

operate as an admission of the correctness of the rate of rent and other charges payable during the period of default, the amount due, or of any other facts stated in the *lessee's* application for depositing the rent and other charges payable under the said section.

(2) Where any rent and other charges payable and deposited are not withdrawn, before the expiration of five years from the date of sending the notice of deposit, by the *lessor* or by the person entitled to receive such rent and other charges payable shall be forfeited to Government by an order made by the Rent Control Court.

(3) Before passing an order of forfeiture, the Rent Control Court shall give notice to the *lessor* or to the person entitled to receive the rent and other charges in deposit by registered post at the last known address of such *lessor* or person and shall also publish the notice in the office of the Rent Control Court and in any local newspaper.

16. *Period of Tenancy.*- (1) The period of tenancy in respect of a building shall be the period agreed to between the *lessor* and the *lessee* unless terminated otherwise.

(2) Notwithstanding anything contained in sub-section (1) or any other law for the time being in force, or in any judgment,

decree or order of any Court , where the period of tenancy in respect of any existing tenancy of a building is over before the commencement of this Act and no proceedings for eviction are pending before any Court and the *lessee* is continuing in possession of the building, the period of tenancy in such case shall continue upto six months from the date of commencement of this Act:

Provided that at any time before the said period, the *lesser* and the *lessee* may by a written agreement extend the period of tenancy. *In case a written agreement is not forthcoming within six months from the date of commencement of this Act, a committee constituted with Executive Engineer, Buildings division of the concerned district of Public Works Department of the State Government as chairman and one representative each of lessee and lesser as members shall fix the rent enabling both the parties to enter into an agreement within another six months. If a valid agreement is not reached within one year from the date of commencement of this Act, the parties can refer the case to the Rent Control Court for fixing the standard rent.*

(3) It shall be the duty of the *lessee* to hand over the physical vacant possession of the building to the *lesser* or his authorised

agent immediately after the period of tenancy is over or terminated otherwise.

17. Duties of lesser.- (1) Subject to any agreement in writing to the contrary, every *lesser* shall be bound to keep the building in good and tenantable repairs.

(2) Where any repairs, without which the building are not habitable or usable and if the *lesser* neglects or fails to make them within a period of three months after issuing notice in writing, the *lessee* shall apply to the Rent Control Court for permission to make such repairs himself and shall submit to the Rent Control Court an estimate of the cost of such repairs and thereupon, the Rent Control Court shall after giving the *lesser* an opportunity of being heard and after considering such estimate of the cost and making such inquiries as it may consider necessary, by an order in writing, permit the *lessee* to make such repairs at such cost as may be specified in the order and it shall thereafter be lawful for the *lessee* to make such repairs himself and to deduct the cost thereof, which shall in no case exceed the amount so specified, from the rent or otherwise recover it from the *lesser* :

Provided that the amount so deducted or recoverable from rent in an year shall not exceed one-half of the rent payable by

the *lessee* for that year and any amount remaining not recovered in that year shall be deducted or recovered from rent in the subsequent years at the rate of not more than twenty-five percent of the rent for a month:

Provided further that where there are more than one *lessee* in a building owned by a *lessor*, the *lessees* thereof shall jointly carry out the repairs and share the expenses proportionately.

(3) Nothing in sub-section (2) shall apply to a building which,-

(a) at the time of letting out was not habitable or usable except with undue inconvenience and the *lessee* had agreed to take the same in that condition,

(b) after being let out was caused by the *lessee* to be not habitable or useable except with undue inconvenience.

(4) It shall be the duty of every *lessor* of a building to send a communication by registered post with acknowledgement due to the nearest police station within whose jurisdiction the said building is situate incorporating the particulars of the building, name of the *lessor*, age, father's name, date of commencement of *tenancy*, the period of *tenancy*, address and details of employment of the *lessee* along with a photostat copy of the identity proof of the *lessee*.

(5) The communication under sub-section (4) shall be forwarded within one month from the date of commencement of the period of tenancy

Explanation:- For the purpose of this section, the identity proof means any document such as Ration Card, Income Tax PAN Card, Driving License, Employment Identity Card in the case of Government Employees or any other identity issued by the Central or the State Government.

(6) A register containing the details of the buildings occupied by the *lessees* together with other particulars mentioned in sub-section (4) shall be maintained in each police station within the jurisdiction of which such building is situate.

(7) Any lesser who fails to furnish the information required under sub-section (4) shall on conviction be punished with a fine of five hundred rupees.

18. Duties of lessee.- (1) Every *lessee* shall be bound to keep the building in good and tenantable repairs.

(2) The *lessee* shall allow the *lesser* or a person authorised by him to enter and inspect the building, in the prescribed manner.

(3) The *lessee* shall make good all damage caused to the building by his negligence within three months of being informed in

writing to do so by the *lesser* failing which the *lesser* shall apply to the Rent Control Court for permission to make good the said damage and the Rent Control Court may decide the matter after giving the *lessee* an opportunity of being heard and after considering the estimate of the cost and making such inquiries as it may consider necessary, by an order in writing, permit the *lesser* to make such repairs at such cost as shall be specified in the order, and it shall thereafter be lawful for the *lesser* to make such repairs and to recover the cost of such repairs from the *lessee*, which shall in no case exceed the amount so specified.

(4) The *lessee* shall hand over the possession of the building on termination of tenancy in the same condition, except for the normal wear and tear, when it was handed over to him at the beginning of such tenancy and in case where damage have been caused, not being the damage caused by *force majeure*, the *lessee* shall make good the damage caused to the building failing which the *lesser* may apply to the Rent Control Court and the Rent Control Court may decide the matter in the manner provided in sub-section (3).

(5) The *lessee* shall not, during the subsistence of tenancy or thereafter, demolish any improvement or alteration other than any

fixture of a removable nature, without the permission of the *lesser* failing which such demolition or alteration shall be deemed to be a damage caused by such *lessee* under sub-section (3) and shall be dealt with in the manner provided in the said sub-section.

(6) The *lessee* shall vacate and hand over the building to the *lesser*, if the *lessee* is already in possession of a building or subsequently acquires possession of or puts up a building, reasonably sufficient for his requirement in the same city, town or panchayat.

19. Cutting off or withholding essential supply or services.— (1) No *lesser*, either by himself or through any person purporting to act on his behalf, shall without just and sufficient cause cut off or withhold any essential supply or services enjoyed by the *lessee* in respect of the building let out to him.

(2) Where a *lesser* contravenes the provisions of sub-section (1), the *lessee* may make an application, in the prescribed form, to the Rent Control Court complaining of such contravention.

(3) Where the Rent Control Court is satisfied that the essential supply or services was cut off or withheld by the *lesser* with a view to compel the *lessee* to vacate the building or to pay an enhanced rent, the Rent Control Court shall pass an interim order,

without giving notice to the *lessor*, directing him to restore the amenities immediately, pending enquiry referred to in sub-section (4).

(4) Where the Rent Control Court on enquiry, finds that the essential supply or services enjoyed by the *lessee* in respect of the building was cut off or withheld by the *lessor*, without just and sufficient cause, he shall make an order directing the *lessor* to restore such supply or service.

(5) The Rent Control Court may, in its discretion, order a compensation not exceeding one thousand rupees,-

(a) to be paid to the *lessor* by the *lessee*, if the application under sub-section (2) was made frivolously or vexatiously;

(b) to be paid to the *lessee* by the *lessor*, if the *lessor* has cut off or withheld the supply or services without just and sufficient cause.

Explanation I.- For the purposes of this section, “essential supply or services” includes supply of water, electricity, lights in passage, lift and on staircases, conservancy and sanitary services.

Explanation II.- For the purpose of this section, withholding any essential supply or services shall include acts or omissions, on the part of the *lessor* on account of which the essential supply or services are cut off by the Local Self Government Institution or any other competent authority.

20. Protection against arbitrary eviction of lessees.- (1)

Notwithstanding anything contained in any other law for the time being in force or agreement, a *lessee* shall not be evicted, except in accordance with the provisions of this Act.

(2) The Rent Control Court on an application made to it by the *lessor*, in the prescribed manner, make an order for the recovery of possession of the building on one or more of the following grounds, namely:-

(a) that the *lessee* has neither paid nor tendered the whole of the arrears of rent and other charges recoverable under the provisions of this Act from him within two months from the date on which a notice of demand for payment of such amount has been served on him by the *lessor* in the manner provided in section 106 of the Transfer of Property Act, 1882 (Central Act 4 of 1882);

(b) that the *lessee* has without the consent in writing of the *lessor* has sublet, assigned or otherwise parted with the possession of the whole or any part of the building;

(c) that the *lessee* has used the building for a purpose other than that for which it was let without obtaining the consent in writing of the *lessor*;

(d) that the building was let for use as a residential or commercial one and the *lessee* has not been occupying therein, without reasonable cause, for a period of six months immediately before the date of the filing of the application for the recovery of possession thereof;

(e) that the building or any part thereof has become unsafe or unfit for human habitation;

(f) that the *lessor* requires the building for carrying out the repairs or reconstruction which cannot be carried out without the building being vacated;

(g) that the building or any part thereof are required by the *lessor* for the purpose of immediate demolition ordered by the Government or a Local Self Government Institution or any other competent authority or the building is required by the *lessor* to carry out any work in pursuance of any improvement scheme or

development scheme and that such work cannot be carried out without the building being vacated;

(h) that the building is required by the *lesser* for the purpose of repairs or reconstruction or make thereto any substantial addition or alteration including construction on the terrace or on the appurtenant land and that such repairs or reconstruction or addition or alteration cannot be carried out without the building being vacated:

Provided that no order for the recovery of possession under clause (f), (g) or (h) shall be made unless the Rent Control Court is satisfied that the plan and the estimate of such repairs or re-construction, as the case may be, have been properly prepared and that the *lesser* has necessary means to carry out the said repairs or re-construction;

(i) that the building consists of not more than two floors and the same are required by the *lesser* for the purpose of immediate demolition with a view to re-build the same:

Provided that where the possession of the building has been recovered under clause (f), (g) or (h), a *lessee* so dispossessed shall have a right of first option to get the reconstructed building or such portion of the reconstructed building equivalent in area to the

original building in which he was a *lessee* on new terms agreed upon by the parties or fixed by the Court after reconstruction in appropriate proceedings;

(j) that the *lessee*, his spouse or children ordinarily living with him have, whether before or after the commencement of this Act, built or acquired vacant possession of, or been allotted any building which is suitable for his use:

Provided that the Rent Control Court may in appropriate cases allow such period to the *lessee* to vacate the building as it may permit but not exceeding one year from the date of passing the order of eviction;

(k) that the building was let to the lessee for use as a residence by reason of his being in the service or employment of the *lessor*, and that the *lessee* has ceased, whether before or after the commencement of this Act, to be in such service or employment:

Provided that no order for the recovery of possession of any building shall be made on this ground where the Rent Control Court is of the opinion that there is a bonafide dispute as to whether the *lessee* has ceased to be in the service or employment of the *lessor*;

(l) that the *lessee* has, whether before or after the commencement of this Act, caused or permitted to be caused

substantial damage to the building or such alteration to the building as has the effect of changing its identity or diminishing its value substantially;

(m) that the *lessee* or any person residing with the *lessee* has been convicted for causing nuisance or annoyance to a person living in the neighborhood of the building or has been convicted for using or for allowing the use of the building for an immoral or illegal purpose;

(n) that the *lessee* has, inspite of the previous notice, used or dealt with the building in a manner contrary to any condition imposed on the *lesser* by the Government or the Local Self Government Institution while giving him a tenancy of the land on which the building is situate:

Provided that no order for the recovery of possession of any building shall be made on this ground if the *lessee*, within such time as may be specified in this behalf by the Rent Control Court, complies with the condition imposed on the *lesser* by any of the authorities referred to in this clause;

(o) that the *lessee*, in his reply having denied the ownership of the *lesser*, has failed to prove it or that such denial was not made in a bonafide manner;

(p) that the person in occupation of the building has failed to prove that he is a bonafide *lessee*;

(q) that the building let for residential or non-residential purpose shall be required, whether in the same form or after reconstruction or re-building, by the *lesser* for occupation for residential or non-residential purpose for himself or for any member of his family if he is the owner thereof or for any person for whose benefit the building is held and that the *lesser* or such person has no other reasonably suitable accommodation:

Provided that where the *lesser* has acquired the building by transfer, no application for the recovery of possession of such building shall lie under this clause unless a period of one year has elapsed from the date of the acquisition;

Explanation I.- Building let for a particular use may be required by the *lesser* for a different use if such use is permissible under law.

Explanation II.- For the purpose of this clause or section 22, 23, 24 or 25 an occupation by the *lesser* of any part of a building of which any building let out by him forms a part shall not disentitle him to recover the possession of such building;

(r) that the *lessee* fails to deliver the possession after notice by the *lessor* to vacate after the expiry of the period of tenancy specified in the agreement.

(3) In any proceedings for eviction under clauses (f), (g), (h) of sub-section (2) of this section or section 22 or section 23 or section 24 or *section 25*, the Rent Control Court may allow eviction from a part of the building if the *lessor* agrees to the same:

Provided that in case of part eviction, the rent and other charges payable, if any, by the *lessee* shall be decreased in proportion to the part evicted.

21. *Restriction against eviction not applicable to certain lessees.*— Nothing contained in section 20 shall apply to a *lessee* of a residential building for which the monthly rent is more than ten thousand rupees, of a commercial building for which the monthly rent is more than twenty thousand rupees and the eviction in such cases shall be governed by the conditions contained in the tenancy agreement and the provisions of the Transfer of Property Act, 1882(Central Act 4 of 1882).

22. *Right to recover immediate possession of the building to certain persons.*-(1) Where a person in occupation of any residential building allotted to him by the Government or any

authority is required by, or in pursuance of, any general or special order made by the Government or authority to vacate such residential building, there shall accrue, from the date of such order, to such person, notwithstanding anything contained in this Act or in any other law for the time being in force or in any tenancy agreement, whether express or implied, custom or usage to the contrary, a right to recover immediate possession of any building let by him, his spouse or his children, as the case may be.

(2) Where a *lesser* exercises the right to recover possession under sub-section (1) of this section or section 20, 23, 24 or 25 and had received,-

(a) any rent in advance from the *lessee*, he shall refund to the *lessee* such amount as represents the rent payable for the unexpired portion of the tenancy period or tenancy by depositing the same before the Rent Control Court on the date on which the delivery is to be effected or two weeks prior to the date fixed for the delivery of possession;

(b) any other charges payable he shall, in a like manner refund to the *lessee* a sum which shall bear the same proportion to

the total amount so received, as the unexpired portion of the tenancy period or tenancy:

Provided that any default is made in making any refund, the *lessor* shall be liable to pay simple interest at the rate of twelve per cent per annum on the amount which he has failed to refund:

Provided further that the *lessor* may be permitted to set off any amount which he is lawfully entitled to recover from the *lessee* against the refund due to the *lessee*.

23. *Right to recover immediate possession of the building to the members of the Armed Force.*- (1) Where a person,-

(a) is a person retencyd or retencyd from any Armed Forces and the building let out by him, his spouse or his children, as the case may be, is required for his own residence; or

(b) is a dependent of a member of any Armed Forces who has been killed in action and the building let by such member is required for the residence of the family of such member. Such member, his spouse or his children, as the case may be, may, within one year from the date of his retency or retirement from such Armed Forces or one year from the date of death of such member or within a period of one year from the date of commencement of this

Act, whichever is later, apply to the Rent Control Court for the recovery of immediate possession of such building.

(2) Where a person is a member of any of the Armed Forces and has a period of less than one year preceding the date of his retirement and the building let by him, his spouse or his children, as the case may be, is required for his own residence after his retirement, he, his spouse or his children, as the case may be, at any time, within a period of one year before the date of his retirement, apply to the Rent Control Court for recovery of immediate possession of such building.

(3) Where the person, his spouse or his children referred to in sub-section (1) or sub-section (2) has let more than one building it shall be open to him, his spouse or his children, as the case may be, to make an application under sub-section (1) or sub-section (2) in respect of any one of the buildings of his choice.

Explanation:- For the purposes of this section “Armed Forces” means an Armed Force of the Union constituted under an Act of Parliament.

24. Right to recover immediate possession of building by the Central Government and State Government employees.- (1) Where a person is a retired employee of the Central Government or of a

State Government and the building let by him, his spouse or his children is required for his own residence such person, his spouse or his children, as the case may be, may within one year from the date of his retirement or within a period of one year from the date of commencement of this Act, whichever is later, apply to the Rent Control Court for the recovery of immediate possession of such building.

(2) Where a person is an employee of the Central Government or of a State Government and has a period of less than one year preceding to the date of his retirement and the building let by him or his spouse or his children is required by him for his own residence after his retirement, he, his spouse or his children, as the case may be, may, at any time within a period of one year before the date of retirement shall apply to the Rent Control Court for the recovery of immediate possession of such building.

(3) Where a person, his spouse or his children referred to in sub-section (1) or sub-section (2) has let more than one building, it shall be open to him to make an application under sub-section (1) or sub-section (2) in respect of anyone of the buildings of his choice.

Explanation:- For the purposes of sections 22, 23 24 and 25, “immediate possession” means possession recoverable on the expiry of sixty days from the date of the order of eviction.

25. Right to recover immediate possession of the building by widows, persons with disability and senior citizens.- (1) Where the *lesser* is,-

(a) a widow and the building was let by her or by her deceased husband; or

(b) a person with disability and the building was let by him; or

(c) a person who is of the age of sixty years or more and the building was let by him,

required by her or him or for her or his family or for any one ordinarily living with her or him for residential or non-residential purpose, such person may apply to the Rent Control Court for the recovery of immediate possession of such building.

(2) Where the *lesser* referred to in sub-section (1) has let more than one building, it shall be open to him to make an application under sub-section (1) in respect of any one of the residential buildings or any one of the non-residential buildings, as the case may be, of his choice.

Explanation I.- For the purpose of this section, "person with disability" means a person referred to in clause (1) of section 2 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (Central Act 1 of 1996) or clause (f) of section 2 of the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 (Central Act 44 of 1999).

Explanation II.- The right to recover possession under this section shall be exercisable only once in respect of residential and non-residential building.

26. Payment of rent during eviction proceedings.- (1) In a proceeding for the recovery of possession of any building on any ground, the *lesser* may, at any stage of the proceedings, make an application to the Rent Control Court for passing an order against the *lessee* to pay the *lesser* the amount of rent legally recoverable and the Rent Control Court may, after giving the parties an opportunity of being heard, make an order directing the *lessee* to pay to the *lesser* or deposit with the Rent Control Court within one month from the date of such order, an amount calculated at the rate of rent last paid for the period for which the arrears of the rent were legally recoverable from the *lessee* including the period subsequent

thereto upto the end of the previous month in which payment or deposit is made and continue to pay or deposit, monthly by the fifteenth day of each succeeding month, a sum equivalent to the rent at that rate.

(2) In any proceedings referred to in sub-section (1) and where there is any dispute as to the amount of rent payable by the *lessee*, the Rent Control Court may, within fifteen days from the date of the first hearing of the application, fix an interim rent in relation to the building, to be paid or deposited in accordance with the provisions of sub-section (1) until the rent in relation thereto is determined under the provisions of this Act and the amount of arrears, if any, calculated on the basis of the rent so determined shall be paid or deposited by the *lessee* within one month from the date on which the standard rent is fixed or such further time as the Rent Control Court may allow in this behalf.

(3) In any proceedings referred to in sub-section (1), where there is any dispute as to the person or persons to whom the rent is payable, the Rent Control Court may direct the *lessee* to deposit with the Rent Control Court the amount payable by him under sub-section (1) or sub-section (2), as the case may be, and in such case, no person shall be entitled to withdraw the amount so deposited

until the Rent Control Court decides the dispute and makes an order for the payment of the same.

27. Recovery of possession for occupation and re-entry.- (1) Where a *lesser* recovers possession of any building from the *lessee* in pursuance of an order made under clause (q) of sub-section (2) of section 20 or under section 23, 24 or 25, the *lesser* shall not, except with the permission of the Rent Control Court in the prescribed manner, re-let the whole or any part of the building within three years from the date of obtaining such possession:

Provided that where a *lesser* recovers possession of any building from the *lessee* in pursuance of an order made under clause (q) of sub-section (2) of section 20 for occupation after construction or rebuilding, the period of three years shall be reckoned from the date of completion of reconstruction or rebuilding, as the case may be.

(2) Where the *lesser* recovers possession of any building under section 20,22(q),23,24 or 25 and the building is not occupied by the *lesser* or by the person for whose benefit the building is held, within two months of obtaining such possession, or the building so occupied is, at any time within three years from the date of obtaining possession, re-let to any person other than the evicted

lessee without obtaining the permission of the Rent Control Court, the Rent Control Court may on an application direct the *lesser*, if the *lessee* has not already built, acquired vacant possession of or been allotted the building, to put the *lessee* in possession of the building on the same terms and conditions or on new terms and conditions, if the building have been re-constructed or re-built or to pay him such compensation as the Rent Control Court thinks fit or with both as the facts and circumstances of the case may warrant.

28. Recovery of possession for repairs or re-construction and re-entry.- (1) The Rent Control Court may, while making an order on the grounds specified in clause (e), (f), (g) or (h) of subsection (2) of section 20, fix the new rent and ascertain from the *lessee* whether he elects to be placed in occupation of the building or part thereof from which he is to be evicted and if the *lessee* so elects, shall record the fact of the selection in the order and specify therein the date on which he shall deliver possession to the *lesser* so as to enable him to commence the work of repairs of the building or reconstruction, as the case may be and the date on which the *lesser* shall deliver the possession of the said building to the *lessee*.

(2) Where the *lessee* delivers possession on or before the date specified in the order, the *lesser* shall, on the completion of the

work of repairs of the building or re-construction, put the *lessee* in occupation of the building or part thereof before the date specified in sub-section (1) or such extended date as may be specified by the Rent Control Court by an order.

(3) Where the *lessee* has delivered possession on or before the date specified in the order and the *lessor* fails to commence the work of repairs of the building or re-construction within three months from the date specified, the Rent Control Court may, on an application by the *lessee*, order the *lessor* to put the *lessee* in occupation of the building on the same terms and conditions or on revised terms and conditions and to pay to the *lessee* such compensation as the Rent Control Court may think fit.

(4) A *lessor* may, after repairs or re-construction of the building apply to the Rent Control Court for an order directing the *lessee* to put the *lessor* in possession of the building if he bonafide needs the building for his own occupation or for the occupation by any member of his family depended on him:

Provided that if the *lessor* has another building of his own in his possession in the same city, town or village no such order of direction shall be issued except where the Rent Control Court is

satisfied that for special reasons, in any particular case it shall be just and proper to do so:

Provided further that the Rent Control Court shall not give any such direction to a *lessee* to put the *lessor* in possession, if such *lessee* is depending for his livelihood mainly on the income derived from any trade or business carried on in such building and there is no other suitable building available in the locality for such person to carry on such trade or business:

Provided also that no *lessor* whose right to recover possession arises under an instrument of transfer *inter vivo* shall be entitled to apply to be put in possession until the expiry of one year from the date of the instrument.

Provided also that if a *lessor* after obtaining an order to be put in possession transfers his rights in respect of the building to another person, the transferee shall not be entitled to be put in possession unless he proves that he bonafide needs the building for his own occupation or for any member of his family depended on him.

29. Recovery of possession in case of tenancies for limited period.- (1) Where a *lessor* after obtaining the permission of the Rent Control Court, in the prescribed manner, lets the whole of the

building or part thereof as a residence for such period, not being more than five years, as may be agreed to in writing between the *lessor* and the *lessee* and the *lessee* does not, on the expiry of the said period, vacate such building, then, notwithstanding anything contained in section 20 or in any other law, the Rent Control Court may, on an application by the *lessor* place the *lessor* in possession of the building or part thereof by evicting the *lessee*.

(2) The Rent Control Court shall not,-

(i) grant permission under sub-section (1) in respect of a building for more than two times consecutively except for good and sufficient reasons to be recorded in writing.

Explanation.- A permission granted under sub-section (1) shall not be construed to be consecutive, if a period of five years or more has elapsed after the expiry of the last limited period of tenancy.

(ii) entertain any application from the *lessee* calling in question the bonafides of the *lessor* in letting the building under this section.

(3) All applications made before the Rent Control Court and appeals made before the Appellate Authority by the *lessee* shall

abate on the expiry of the period for which permission has been granted under sub-section (1).

(4) While passing an order under sub-section (1), the Rent Control Court may order damages to the *lessor* for the use or occupation of the building at double the last rent paid by the *lessee* together with interest at the rate of twelve per cent per annum for the period from the date of such order till the date of actual vacation by the *lessee*.

30. Special provision for recovery of possession in certain cases.- Where the *lessor* in respect of any building is a company or other body corporate or a co-operative society or a public institution then, notwithstanding anything contained in section 20 or in any other law for the time being in force the Rent Control Court may, on an application by such *lessor*, place the *lessor* in possession of such building by evicting the *lessee*, if the Rent Control Court is satisfied that,-

(a) the *lessee* to whom such building was let for use as a residence at a time when he was in the service or employment of the *lessor*, has ceased to be in such service or employment and the building is required for the use of employees of such *lessor*; or

(b) the *lessee* has acted in contravention of the terms, express or implied, under which he was authorised to occupy such building; or

(c) any other person is in unauthorized occupation of such building; or

(d) the building is required bonafide by the *lesser* for the use of employees of such *lesser* or, in the case of a public institution, for the furtherance of its activities.

Explanation.- For the purposes of this section, “public institution”, includes any educational institution, library, hospital and charitable dispensary but does not include any such institution set up by a private individual or group of individuals whether incorporate or not.

31. *Permission to construct additional structures.* - Where the *lesser* proposes to make any improvement in, or construct any additional structure on, any building which has been let to a *lessee* and the *lessee* refuses to allow the *lesser* to make such improvement or construct such additional structure and the Rent Control Court, on an application by the *lesser*, is satisfied that the *lesser* is ready and willing to commence the work and that such work will not cause any undue hardship to the *lessee*, the Rent Control Court may

permit the *lesser* to do such work and may make such other order as it thinks fit.

32. *Special provision regarding vacant building sites.*- Notwithstanding anything contained in section 20, where any building which has been let comprises vacant land upon which it is permissible under the Building Rules for the time being in force, to erect any building, whether for use as a residence or for any other purpose and the *lesser* proposing to erect such building is unable to obtain possession of the land from the *lessee* during the tenancy period and the Rent Control Court, on an application by the *lesser*, is satisfied that the *lesser* is willing to commence the work and that the severance of the vacant land from the rest of the building will not cause undue hardship to the *lessee*, the Rent Control Court may,-

(a) direct such severance; or

(b) place the *lesser* in possession of the vacant land; or

(c) determine the rent payable by the *lessee* in respect of the rest of the building; or

(d) make such other order as it thinks fit in the circumstances of the case.

33. *Vacant possession to lesser.*- Notwithstanding anything contained in any other law for the time being in force, where the interest of a *lessee* in any building is determined for any reason whatsoever and any order is made by the Rent Control Court under this Act for the recovery of possession of such building, the order shall, subject to the provisions of section 32, be binding on all persons who may be in occupation of the building and vacant possession thereof shall be given to the *lesser* by evicting all such persons therefrom:

Provided that nothing in this section shall apply to any person who has an independent title to such building.

34. *Constitution of Rent Control Court.*- The Government may, by notification in the Gazette, appoint a person who is or is qualified to be appointed as a Munsiff to be the Rent Control Court for such local area as may be specified therein.

35. *Appointment of Inspectors.*- (1) The Government may by notification in the Gazette appoint such officers as they think fit to be Inspectors for the purpose of this Act and may assign to them such local limits of jurisdiction.

(2) The Inspectors may for the purpose of any investigation or enquiry under this Act enter any building, in the manner as may be prescribed.

36. *Appointment of Valuers.*- The Government may, by notification in the Gazette, appoint officers as Valuers for any area having such qualification, as may be prescribed.

37. *Duties and Powers of Valuer.*- (1) The Valuer shall assist the Rent Control Court in fixing the standard rent for any building in respect of which an application for fixation of standard rent is pending before the Rent Control Court.

(2) The Valuer shall, having regard to the situation, location and condition of the building, and the amenities provided therein, and where there are similar or nearly similar buildings in the locality, having regard to the rent payable in respect of such buildings, submit a report to the Rent Control Court indicating in detail the method of calculation of standard rent fixed by him and stating the reasons for his conclusion.

(3) The Valuer shall prepare and submit the report for the purposes of section 8.

38. *Execution of Orders.*- Every order made by the Rent Control Court and every order passed in an appeal shall after the expiry of the time allowed therein, be executed by the Munsiff's Court or if there are more than one Munsiff's Court by the Principal

Munsiff's Court having original jurisdiction over the area in which the building is situate as if it were a decree passed by it.

39. Decisions which have become final not to be reopened.- The Rent Control Court shall summarily reject any application under section 20 of the Act, which arises between the same parties or between parties under whom they or any of them claim substantially the same issue as have been finally decided in a former proceedings under this Act or under the corresponding provisions of any law in force prior to the commencement of this Act or the corresponding provisions of any law repealed by this Act.

40. Constitution of Appellate Authority.- The Government may, by general or special order, notified in the Gazette, confer on such officers and authorities not below the rank of a District Judge, the powers of Appellate Authorities for the purpose of this Act in such areas or in such classes of cases as may be specified in the order.

41. Appeal.- (1) Any person aggrieved by an order passed by the Rent Control Court may, within thirty days from the date of such order, prefer an appeal in writing to the Appellate Authority having jurisdiction in the manner as may be prescribed.

(2) On such appeal being preferred, the Appellate Authority may order the stay of further proceedings in the matter, pending decision on the appeal.

(3) The Appellate Authority may call for the records of the case from the Rent Control Court and after giving the parties an opportunity of being heard and, if necessary, after making such further inquiry as it thinks fit shall decide the appeal.

Explanation.— The Appellate Authority may, while confirming the order of eviction passed by the Rent Control Court, grant an extension of time to the *lessee* for putting the *lesser* in possession of the building.

(4) The Appellate Authority shall also have all the powers of the Rent Control Court including power for fixing the arrears of rent.

(5) The decision of the Appellate Authority, on an order of the Rent Control Court, shall be final and shall not be called in question in any Court of law.

42. Costs.— Subject to such conditions and limitations, if any, as may be prescribed, the costs and incidental expenses to all proceedings before the Rent Control Court or before the Appellate Authority shall be the discretion of the Rent Control Court or the

Appellate Authority, as the case may be, which shall have full power to determine by whom or out of what property and to what extent such costs are to be paid and to give all necessary directions for the purpose.

Explanation. – The Appellate Authority may set aside or vary any order passed by the Rent Control Court with regard to the costs and the incidental expenses to the proceedings.

43. Power to remand.– While disposing of an appeal under this Act, the Appellate Authority may remand the case for fresh disposal by giving such directions as it may think fit.

44. Order under the Act to be binding on sub-lessee.- (1) Any order for the eviction of a *lessee* passed under this Act shall be binding on all sub-*lessees* under him, whether they are parties to the proceedings or not, provided such order was not obtained by fraud or collusion.

(2) Where sub-tenancy is allowed under the original tenancy agreement, the sub-*lessees* shall be made a party to the proceedings if notice of the sub-tenancy had been given to the *lessor*.

45. Proceedings by or against legal representatives.- The provisions of section 146 and Order XXII of the Code of Civil

Procedure, 1908 (Central Act 5 of 1908) shall, as far as possible, be applicable to the proceedings under this Act.

46. *Summons etc.*– (1) The Rent Control Court and the Appellate Authority shall subject to such conditions and limitations, as may be prescribed, have the powers which are vested in a Civil Court under the Code of Civil Procedure, 1908 (Central Act 5 of 1908) while trying a suit in respect of the following matters,-

(a) discovery and inspection;

(b) enforcing the attendance of witnesses and requiring the deposits for their expenses;

(c) compelling the production of documents;

(d) examination of witnesses on oath;

(e) granting adjournments ;

(f) reception of evidence taken on affidavit;

(g) issuing commission for the examination of witnesses and for local inspection;

(h) setting aside *exparte* orders; *only once at the instance of the same party.*

(i) enlargement of time originally fixed or granted; *subject to the maximum specified in the relevant section.*

(j) power to amend any defect or error in orders or proceedings; and *or*

(k) power to review its own order.

(2) The Rent Control Court or the Appellate Authority may summon and examine *suo motu* any person whose evidence appears to it to be material, and it shall be deemed to be a Civil Court within the meaning of sections 345 and 346 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974).

47. Penalties.- (1) Where any *lessee* sub-lets, assigns or otherwise parts with the possession of the whole or part of any building in contravention of the provisions of clause (b) of sub-section (2) of section 20, the Rent Control Court may impose on the *lessee* a fine of five thousand rupees or double the rent received by the *lessee* for sub-letting for every month till such time the cause of the complaint ceases, whichever is more and the amount shall be paid to the *lessor*.

(2) Where a *lessor* contravenes the provisions of the sub-section (2) of section 27, the Rent Control Court may impose a fine which may extend to six months' rent of the building and may be ordered to be paid to the *lessee*.

(3) Where the *lessee* has delivered possession and the *lessor* fails to commence the work of repairs of the building or reconstruction, as the case may be, within three months from the specified date under sub-section (1) of section 28, the Rent Control Court may impose a fine equivalent to rent for three months and the same shall be ordered to be paid to the *lessee* and the tenants right to re-entry shall be lost.

(4) Where a *lessee* fails to make re-entry under sub-section (2) of section 27 within three months from the date of the completion of repairs of the building or reconstruction, as the case may be, after receipt of the intimation in writing by the *lessor*, the Rent Control Court may impose a fine equivalent to three months' rent of the building and may be ordered to be paid to the *lessor and the lessee's right to re-entry shall be lost.*

48. Time within which proceedings have to be completed.- The Rent Control Court or the Appellate Authority shall, pass final orders in any proceedings before it within six months from the date of appearance of the parties thereto.

49. Power to make rules.- (1) The Government may, by notification in the Official Gazette, make rules for the purpose of carrying out the provisions of this Act.

(2) In particular and without prejudice to the generality of the foregoing powers such rules may provide for,-

(a) the manner in which the application under sub-section (1) of section 8 shall be made;

(b) the manner of depositing rent and other charges payable under sub-section (1) of section 13;

(c) the manner of sending copy of application to the *lesser* under sub-section (2) of section 13;

(d) the manner in which the rent or other charges to be paid to the applicant under sub-section (3) of section 13;

(e) the manner in which the entry and the inspection by the *lesser* or a person authorised by him in a building under sub-section (2) of section 18 shall be conducted;

(f) the manner in which application under sub-section(2) of section 20 shall be made;

(g) the manner in which permission of the Rent Control Court shall be obtained by the *lesser* under sub-section (1) of section 29;

(h) any other matter which has to be or may be prescribed;

and

(i) all matters expressly required or allowed by this Act to be prescribed.

(3) Every rule under this Act shall be laid as soon as may be after it is made before the Legislative Assembly while it is in session for a total period of fourteen days which may be comprised in one session or in two successive sessions, and if before the expiry of the session in which it is so laid or the session immediately following, the Legislative Assembly makes any modification in the rule or decides that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be, so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

50. Exemptions.- Notwithstanding anything contained in this Act, the Government may, in public interest or for any other sufficient cause, by notification in the Gazette, exempt any building or class of buildings *belonging to Government / semi Government undertakings* from all or any of the provisions of this Act.

51. Protection of action taken in good faith.- (1) No suit, prosecution or other legal proceedings shall lie against any person for anything which is in good faith done or intended to be done in

pursuance of this Act or any rule, order or direction made or issued thereunder.

(2) No suit or other legal proceedings shall lie against the Government, any officer or authority for any damage caused or likely to be caused by anything which is in good faith done or intended to be done in pursuance of this Act, any rule, order or direction made or issued thereunder.

52. Power to remove difficulties.- (1) If any difficulty arises in giving effect to the provisions of this Act, the Government may, before the expiry of two years from the date of commencement of this Act, by order do anything not inconsistent with the provisions of this Act which appears to it necessary for removing the difficulty.

(2) Every order issued under sub-section (1) shall be laid, as soon as may be after it is issued, before the Legislative Assembly.

53. Repeal and savings.- (1) The Kerala Buildings (Tenancy and Rent Control) Act, 1965 (2 of 1965) is hereby repealed.

(2) Notwithstanding such repeal, the Rent Control Courts and the Appellate Authorities constituted under the repealed Act shall continue to be the Rent Control Courts and the Appellate Authorities, as the case may be, constituted under this Act.

(3) All investigations and proceedings pending before the Rent Control Courts and Appellate Authorities immediately before the commencement of this Act may be continued in accordance with the provisions of this Act.