

1151

PART I

DEPARTMENT OF LEGAL AND LEGISLATIVE AFFAIRS, PUNJAB

NOTIFICATION

The 16th April, 2013

No. 33-Leg./2013.-The following Act of the Legislature of the State of Punjab received the assent of the Governor of Punjab on the 10th Day of April, 2013, is hereby published for general information:-

THE PUNJAB RENT (AMENDMENT) ACT, 2013

(Punjab Act No. 33 of 2013)

AN

ACT

further to amend the Punjab Rent Act, 1995.

BE it enacted by the Legislature of the State of Punjab in the Sixty-fourth Year of Republic of India, as follows:-

1. This Act may be called the Punjab Rent (Amendment) Act, 2013. Short title.
2. In the Punjab Rent Act, 1995, (hereinafter referred to as the principal Act), in section 2, clause (k) shall be omitted. Amendment in section 2 of Punjab Act 13 of 2012.
3. In the principal Act, for section 3, the following section shall be substituted, namely:- Substitution of section 3 of Punjab Act 13 of 2012.
 - “3. (1) Nothing in this Act shall apply,-
Premises exempted from the operation of the Act. (a) to any premises let out before the commencement of this Act;
(b) to any premises belonging to or let out to the State Government or the Government of India or a local authority;
(c) to any premises constructed on or after the commencement of this Act, for a period of fifteen years from the date of completion of construction;

Explanation 1.- The expression “date of completion of construction” shall mean the date of completion as intimated to the concerned authority or of assessment to property tax,

whichever is earlier, and, where the premises has been constructed in stages, the date on which the initial building was completed and an intimation thereof was sent to the concerned authority or was assessed to property tax, whichever is earlier.

Explanation II.- The expression "premises constructed" shall include-

- (i) re-building of more than seventy five per cent of an existing building; and
- (ii) additional construction to an existing building;
- (d) to any premises let out to citizens of a foreign country or an embassy, High Commission, legation or commission of a foreign State or such international organization, as may be specified by the State Government, by notification in the Official Gazette;
- (e) to any premises belonging to such religious, charitable or educational trust or class of trusts, as may be specified by the State Government, by notification in the Official Gazette;
- (f) to any premises let out by a hire-purchaser, lessee or sub-lessee (by whatever name called), who has been allotted such premises by the Punjab Urban Development Authority or any other local authority by way of an agreement of hire-purchase, lease or sub-lease, even before the full ownership rights accrue to such hire-purchaser, lessee or sub-lessee, as the case may be.

(2) For non-residential premises, contract renting shall be admissible during the subsisting period of contract. Such premises shall be governed by the conditions of the contract and litigation under any other law shall not be permissible. A landlord violating the conditions laid down in the contract and agreed to by the parties shall not be entitled for rent for the period of violation and if the tenant violates the conditions, he shall be liable to pay double the rent for the period, in question, in addition to immediate dispossession through the Rent Authority."

4. In the principal Act, in section 4, for sub-sections (2) and (3), the following sub-section shall be substituted, namely:-

1153

(CHTR 26, 1935 SAKA)

“(2) Notwithstanding anything contained in the Registration Act, 1908 (16 of 1908), every agreement referred to in sub-section (1) shall be in the Form specified in Schedule I to this Act and shall be registered with the Rent Authority concerned on payment of registration fee of rupees one thousand.”.

5. In the principal Act, for section 6, the following section shall be substituted, namely :-

Substitution of
section 6 of
Punjab Act 13
of 2012.

“6. The rent payable in relation to the premises shall be agreed rent between the landlord and the tenant:

Provided that the agreed rent shall be increased by five per cent of the last rent for two years and the third year increase shall be based upon the increase in the Consumer Price Index over the corresponding three years.

Example. - If the Consumer Price Index increases by eighteen per cent in three years, the rent for the fourth year shall be the rent for the first year multiplied by one point eighteen. This cycle shall continue.”

6. In the principal Act, section 7 shall be omitted.

Omission of
section 7 of
Punjab Act 13
of 2012.

7. In the principal Act, in section 9, for sub-section (1), the following sub-section shall be substituted, namely:-

Amendment in
section 9 of
Punjab Act 13
of 2012.

“(1) Where a landlord has, at any time, with or without the approval of the tenant, incurred expenditure for any improvement, addition or structural alteration in the premises not being expenditure on decoration or tenantable repairs necessary or usual for such premises, and the cost of that improvement, addition or alteration has not been taken into account in determining the rent of the premises, the landlord may lawfully increase the rent per year by an amount not exceeding ten per cent of such cost.”.

8. In the principal Act, in section 10, sub-section (3), shall be omitted

Amendment in
section 10 of
Punjab Act 13
of 2012.

9. In the principal Act, sections 11 and 12 shall be omitted.

Omission of
section 11 and
12 of Punjab
Act 13 of 2012.

Amendment in
section 20 of
Punjab Act 13
of 2012.

Substitution of
section 24 of
Punjab Act 13
of 2012.

10. In the principal Act, in section 20, in sub-section (2), the words “whether before or after the commencement of this Act”, wherever occurring, shall be omitted.

11. In the principal Act, for section 24, the following section shall be substituted, namely:-

“24. (1) Where the landlord is,-

Right to recover
immediate
possession of
premises to
accure to
widows,
handicapped
persons, old
persons,
freedom fighters
and non-
resident
Indians.

- (a) a widow and the premises let out by her, or her husband; or
- (b) a handicapped person and the premises let out by him or her; or
- (c) a person who is of the age of sixty-five years or more and the premises let out by him or her; or
- (d) a freedom fighter, his widow or dependent son or daughter and the premises let out by him or her;

is required by him or her for his or her family or for any one ordinarily living with him or her for residential or non-residential use, he or she may apply to the Rent Authority for recovery of immediate possession of such premises.

(2) Where the landlord referred to in sub-section (1) has let out more than one premises, it shall be open to him or her to make an application under that sub-section in respect of any one residential and one non-residential premises each chosen by him or her.

Explanation.—I. For the purposes of this section “handicapped person” shall mean a person who is, as being an assessee, entitled for the time being to the benefits of deduction under section 80U of the Income Tax Act, 1961.

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

(3) Where an owner is a non-resident Indian and returns to India for permanent residence, he or she may apply to the Rent Authority for recovery of immediate possession of residential or/and non-residential premises let out by him or her on or prior to the commencement of this

(CHTR 26, 1935 SAKA)

Act, which are required for his or her use, or for the use of any one ordinarily living with and dependent on him or her.

Explanation.— “non-resident Indian” means a person of Indian origin, who is either permanently or temporarily settled outside India, in either case—

- (i) for or on taking up employment outside India; or
- (ii) for carrying on a business or vocation outside India; or
- (iii) for any other purpose, in such circumstances, as would indicate his intention to stay outside India for an uncertain period.”

12. In the principal Act, for section 26, the following section shall be substituted, namely :—

Substitution of section 26 of Punjab Act 13 of 2012.

“26. Without the previous consent, in writing, of the landlord, no tenant shall,—
Restrictions on sub-letting.

- (a) sub-let the whole or any part of the premises held as a tenant; or
- (b) transfer or assign his right in the tenancy or any part thereof.”

13. In the principal Act, in section 36,—

Amendment in section 36 of Punjab Act 13 of 2012.

- (i) for sub-section (1), the following sub-section shall be substituted, namely:—

“(1) The State Government may, by notification in the Official Gazette, appoint as many Rent Authorities as it thinks fit and define the limits within which each Rent Authority shall exercise the powers conferred and perform the duties imposed upon it by or under this Act.”; and

- (ii) in sub-section (2), for the word “Government”, the words “State Government” shall be substituted.

14. In the principal Act, in section 37, for sub-section (6), the following sub-section shall be substituted, namely :—

Amendment in section 37 of Punjab Act 13 of 2012.

- “(6) An order made by a Rent Authority or the Tribunal under this Act, or an order passed in appeal, shall be executable by a Rent Authority designated by the Tribunal in this behalf and for this purpose the Rent Authority so designated shall have all the powers of a Civil Court.”

Amendment in
section 39 of
Punjab Act 13
of 2012.

15. In the principal Act, in section 39, for the words "Government of Punjab", the words "State Government" shall be substituted.

Amendment in
section 48 of
Punjab Act 13
of 2012.

16. In the principal Act, in section 48, in sub-section (1), for the words "Government of Punjab", the words "State Government" shall be substituted.

Amendment in
section 51 of
Punjab Act 13
of 2012.

17. In the principal Act, in section 51, in clause (b), the figures and signs "11, 12," shall be omitted.

Amendment in
section 52 of
Punjab Act 13
of 2012.

18. In the principal Act, in section 52, in sub-section (2), for the words "Government of Punjab", the words "State Government" shall be substituted.

Amendment in
section 54 of
Punjab Act 13
of 2012.

19. In the principal Act, in section 54, for proviso to sub-section (3), the following proviso shall be substituted, namely:-

"Provided that no appeal shall lie against an order or a decision of the Rent Authority made under section 21 or section 33."

Omission of
section 60 of
Punjab Act 13
of 2012.

20. In the principal Act, section 60 shall be omitted.

Amendment in
section 67 of
Punjab Act 13
of 2012.

21. In the principal Act, in section 67,-

- (i) sub-section (1) shall be omitted;
- (ii) in sub-section (2), for the words "one hundred rupees", the words "five hundred rupees" shall be substituted;
- (iii) in sub-section (3), for the words "five thousand rupees", the words "ten thousand rupees" shall be substituted;
- (iv) in sub-section (4), for the words "five thousand rupees", the words "ten thousand rupees" shall be substituted; and
- (v) in sub-section (5), for the words "five thousand rupees", the words "ten thousand rupees" shall be substituted.

Omission of
section 71 and
72 of Punjab
Act 13 of 2012.

22. In the principal Act, sections 71 and 72 shall be omitted.

(CHTR 26, 1935 SAKA)

23. In the principal Act, for section 75, the following section shall be substituted, namely:—

Substitution of section 75 of Punjab Act 13 of 2012.

“75. (1) On the commencement of this Act, the East Punjab Repeal and savings. Urban Rent Restriction Act, 1949 (East Punjab Act No.III of 1949), is hereby repealed:

Provided that such repeal shall not affect,—

- (a) the previous operation of the Act so repealed or anything duly done or suffered thereunder ;
- (b) any right, privilege, obligation or liability acquired, accrued or incurred under the Act so repealed;
- (c) any penalty, forfeiture or punishment incurred in respect of any offence committed under the Act so repealed; and
- (d) any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture,

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced and any such penalty, forfeiture or punishment may be imposed as if the repealing Act had not been passed.

(2) Notwithstanding the repeal of the East Punjab Urban Rent Restriction Act, 1949 (East Punjab Act No.III of 1949), under sub-section (1), all cases and other proceedings in respect of the premises, other than owned by a non-resident Indian, let out prior to the commencement of this Act shall be governed and disposed of in accordance with the provisions of the Act so repealed.”

24. In the principal Act, for SCHEDULE I, the following SCHEDULE shall be substituted, namely:—

Substitution of SCHEDULE I of Punjab Act 13 of 2012.

“SCHEDULE I

(See section 4)

Form of Agreement

(to be typed on Bond Paper in three copies, one each for the Landlord, the Tenant and the Rent Authority).

AGREEMENT

This agreement is made between _____ Owner/
Authorised Attorney/Landlord of _____ and _____ lessee
(tenant) on _____ day of _____ (month and year) for letting out of
premises on the following terms and conditions, namely:-

- (i) The tenancy will be for a period of _____ months/years.
- (ii) The starting rent will be Rs. _____ per months.
- (iii) The maintenance charges at Rs. _____ per month will also
be paid along with rent.
- (iv) The property tax will be paid by the tenant.
- (v) The day to day repairs (Part 'B') of Schedule-II will be the
responsibility of the tenant.
- (vi) The repairs to damages in part 'A' of Schedule-II will be carried
out by the landlord unless caused by the negligence of the tenant.
- (vii) The rent and other payable charges will be paid by _____
day of, month in advance/the following months.
- (viii) The tenant will have the option to vacate the premises by giving
three months notice.
- (ix) The rent will be increased by five per cent per year on _____
and _____ the third increase will be proportionate to the increase
in whole sale Consumer Price Index over the three years
period _____ to _____ [Sec. 6].
- (x) The tenant agrees to handover the vacant possession of the premises
on the expiry of the period contracted, i.e. on _____ day
of _____ month _____ year _____.
- (xi) The electricity and water bills will be paid by the tenant.
- (xii) Both the landlord and the tenant agree to abide by the conditions of
the Punjab Rent Act, 1995.

Tenant

Landlord

REGISTRATION

This agreement is presented for registration before me in the office of the Rent Authority by _____ Landlord and _____ Tenant jointly on day of _____ Year at _____.

The contents of the this deed have been read over and explained to the executants, who admit the execution of this agreement to be correct as agreed to.

The agreement has been registered in this office at Sr. No. _____ at pages _____ and Book No. _____.

Dated :

Rent Authority.”

25. In the principal Act, SCHEDULE IV shall be omitted.

Omission of
SCHEDULE IV
of Punjab Act
13 of 2012.

26. In the principal Act, SCHEDULE VIII shall be omitted.

Omission of
SCHEDULE
VIII of Punjab
Act 13 of 2012.

27. In the principal Act, SCHEDULE XV shall be omitted.

Omission of
SCHEDULE
XV of Punjab
Act 13 of 2012.

H.P.S. MAHAL,
Secretary to Government of Punjab,
Department of Legal and Legislative Affairs.