

The Bihar Buildings (Lease, Rent and Eviction) Control Act, 1977

JHARKHAND

India

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Act 16 of 1977

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The Bihar Buildings (Lease, Rent and Eviction) Control Act, 1977 Act No. 16 of 1977 An Act to regulate the letting and the rent of such buildings and to prevent unreasonable eviction of tenants therefrom in the State of Bihar. Be it enacted by the Legislature of the State of Bihar in the Twenty-eighth Year of the Republic of India as follows:-

1. Short title, extent and commencement.

- This Act may be called the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1977. (2) It applies to the local areas specified in the Schedule and such other area as may be notified by the State Government in the Official Gazette or by an authority empowered in this behalf by the State Government. (3) Section 25 shall come into force at once and the remaining provisions of this Act shall be deemed to have come into force on the 1st of April, 1976 and the Act shall remain in force upto and including the 31st March, 1981: Provided that expiration of this Act shall not- (a) render recoverable any sum which during the continuance thereof was irrecoverable or affect the right of a tenant to recover any sum which during the continuance of this Act was recoverable by him thereunder, or (b) affect any liability incurred under this Act or any punishment incurred in respect of any contravention of this Act or any order made thereunder, or (c) affect any investigation or legal proceeding in respect of any such liability or punishment as aforesaid, and any such investigation or legal proceeding may be instituted, continued or enforced and any such punishment may be imposed, as if this Act had not expired. Provided further that the expiration of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1947 (Bihar Act III of 1947) between the period commencing from the 1st of April, 1976 and the commencement of this Act shall not- (a) render recoverable any sum which during the continuance thereof was irrecoverable or affect the right of a tenant to recover any sum which during the continuance of that Act was recoverable by him thereunder, or (b) affect any liability incurred under that Act or any punishment incurred in respect of any contravention of the Act or any order made thereunder, or (c) affect any investigation or legal proceeding in respect of any such liability or punishment as aforesaid; and any such investigation or legal proceeding may be

instituted, continued or enforced and any such punishment may be imposed as if that Act had not expired.

2. Definitions.

- In this Act unless there is anything repugnant in the subject or context:-(a)"an appellate authority" means in respect of any local areas Collector of the district in which such areas are situated and includes any other officer empowered by the State Government to perform the functions of an appellate authority;(b)"building" means any building or hut or part of a building or hut, let or to be let separately for residential or non-residential purposes and includes-(i)the garden, grounds, and out-houses, if any, appurtenant to such building or hut or part of such building or hut; and(ii)any furniture supplied by the landlord for use in such building or hut or part of a building or hut;(c)"Controller" means in respect of any local areas comprised within the limits of a sub-division, the Sub-divisional Officer-in-charge of the subdivision and includes any other officer appointed in this behalf by the State Government to perform the functions of a Controller under this Act;(d)"Court" means the Court having jurisdiction under the Code of Civil Procedure, 1908 (V of 1908), to entertain a suit by a landlord against a tenant for recovery of possession of a building in respect of which a suit or application is filed under this Act;(e)"fair rent" means the rent of a building determined or re-determined under sections 5, 6 or 7;(f)"landlord" includes the person, who for the time being is receiving or is entitled to receive, the rent of a building whether on his own account or on behalf of another, or on account or on behalf or for the benefit, of himself and others, or as an agent, trustee, executor, administrator, receiver or guardian or who would so receive the, rent or be entitled to receive the rent, if the building were let to a tenant;(g)"prescribed" means prescribed by rules made under this Act; and(h)"tenant" means any person by whom, or on whose account, rent is payable for a building and includes-(i)a person continuing in possession after the termination of a tenancy in his favour; and(ii)a person who occupies a building as an employee of the landlord of such building either on payment of rent or otherwise.

3. Premium, salami, fine or advance of more than one month's rent not to be claimed or received.

- It shall not be lawful for any person to claim or receive, in consideration of that grant, renewal or continuance of a tenancy of any building the payment of any premium, salami, fine or any other like sum, in addition to the rent or the payment of any sum exceeding one month's rent of such building as rent in advance.

4. Enhancement of rent of buildings.

- Notwithstanding anything contained in any agreement or law to the contrary, it shall not be lawful for any landlord to increase, or claim any increase in the rent which is payable for the time being in respect of any building except in accordance with the provisions of this Act.

5. Determination of fair rent of building in occupation of tenants.

(1) When on application by the landlord or by the tenant in possession of a building or otherwise, the Controller has reason to believe that the rent of that building is low or excessive, he shall hold a summary inquiry and record a finding. (2) If, on a consideration of all the circumstances of the case, including any amount paid by the tenant by way of premium or any other like sum in addition to the rent, the Controller is satisfied that the rent of the building is low or excessive, he shall determine the fair rent for such building.

6. Determination of fair rent of building not in occupation of tenants.

- The Controller may, on his own motion, and shall, on the application of the landlord or a prospective tenant and after making such inquiry as he thinks fit determine the fair rent for any building not in the occupation of a tenant.

7. Re-determination of fair rent in certain cases.

(1) If, at any time after the fair rent of a building has been determined under section 5 or 6, it appears to the Controller that subsequent to such determination—(a) some addition, improvement or alteration, not included in the repairs which the landlord is bound to make under any law, contract or custom, has been made to the building at the landlord's expense; or (b) municipal assessment of the building as defined in the Explanation to Section 8 has been revised; The Controller may after making such inquiry as he thinks fit, re-determine the fair rent of the building. (2) (a) Any increase in the fair rent allowed under clause (a) of sub-section (1) shall not in any month exceed $\frac{1}{10}$ th per cent of the cost of the addition, improvement or alteration. (b) The re-determination of a fair rent of a building on account of revision of municipal assessment shall be in accordance with the provisions contained in clause (b) of sub-section (1) of Section 8.

8. Matters to be considered in determining fair rent.

(1) (a) For the purposes of this Act, the fair rent of a building shall be determined as for a tenancy from month to month. (b) The fair rent of a building in respect of which a municipal assessment has been made, shall for each month be one tenth of the amount of such assessment and the landlord shall not be entitled to recover from the tenant in addition to the amount, any municipal rates, taxes or cesses in respect of such building except in accordance with the provisions of Section 9. (c) In determining the fair rent of any other building under section 5 or 6 the Controller shall have due regard to the prevailing rates of rent in the locality for the same or similar accommodation in similar circumstances at any time during the twelve months preceding the first day of November, 1941, and to the increased cost of repairs, and in the case of a building which has been constructed after that date, also to any general increase in the cost of site and building construction: Provided that where the Controller is satisfied, on an application made to him by the landlord under section 5, that the rent of a building referred to in this clause is low, the Controller shall, in determining the fair rent of such building to be payable by a tenant, fix the rent of the building at a figure which shall not be less

than the average monthly rent actually paid for the same or similar accommodation by any tenant over the period of twelve months preceding the first day of November, 1941, increased by not more than 25 per cent of the average monthly rent so received by the landlord during the aforesaid period in addition to the enhancement, if any, on account of the increased cost of repairs or the general increase in the cost of sites and building construction where such enhancement is admissible under the foregoing provision of this clause. Explanation. - For the purposes of this clause, where rent was charged by the landlord or actually paid by the tenant for the same building over the aforesaid period on any basis other than a monthly basis, the average monthly rent for such building shall be calculated at thirty times the average rent per day of the period in respect of which the rent was charged or actually paid. (2) When the fair rent of a building has been determined or re-determined any sum in excess or short of such fair rent paid, whether before or after the date appointed by the Controller under sub-section (3), in respect of occupation for any period after such date shall, in case of excess, be refunded to the person by whom it was paid or at the option of such person be otherwise adjusted and, in case of shortage be realised by the landlord as arrears of rent from the tenant: Provided that if a building is let out subsequent to the determination or redetermination of a fair rent, on a rent which is less than the fair rent, so determined or re-determined the landlord shall not be entitled at any time to realise the difference between the fair rent and the rent at which the tenant was admitted to occupation. (3) In every case in which the Controller determines or re-determines the fair rent of a building, he shall appoint a date with effect from which the fair rent so determined shall take effect: Provided that in any case in which the fair rent is re-determined under subsection (1) of Section 7, the fair rent shall not take effect from any date earlier than the date on which the addition, improvement or alteration referred to therein was completed: Provided further that in any case in which the fair rent is determined under section 5 or 6, the fair rent shall not take effect from any date earlier than three months prior to the date on which the application was made or, as the case may be, the proceedings were started by the Controller on his own motion. Explanation. - "Municipal assessment" in this section means the annual value of a holding comprising a building as determined under the Bihar and Orissa Municipal Act, 1922 (B & O. Act VII of 1922), or as the case may be under the Patna Municipal Corporation Act, 1951 (Bihar Act XIII of 1952), and if the fair rent of only a portion of such building is to be determined, by the Controller.

9. Right to claim increase or decrease in fair rent.

(1) When after the fair rent of a building has been determined or re-determined under sections 5, 6 or 7 there has been increase or decrease in the municipal rates, taxes or cesses - (a) the landlord shall be entitled to increase the rent of such building on the ground, and to the extent, of increase in the municipal rates, taxes or cesses in respect of such building, and (b) the tenant shall be entitled to claim a reduction in the rent payable for such building on the ground and to the extent, of decrease in such rates, taxes or cesses in respect of the building. (2) Where the tenant has to pay municipal rates, taxes or cesses payable by the landlord because of the default of the landlord to meet those charges, the tenant shall be entitled to recover the same from the landlord by adjustment towards the rent payable by him or as if the amount paid by him were a debt due to him by the landlord. (3) Where any dispute arises between the landlord and the tenant in respect of any matter contained in sub-section (1) or (2) the dispute shall, on application by either party be decided by the Controller.

10. Direction for repairs to buildings.

(1) Every landlord shall carry out the repairs which he is bound, under any law, contract or custom, to make to a building in the possession of a tenant. Explanation. - In the sub-section, "repairs", include annual white-washing, recolouring and periodical repairs. (2) If the landlord fails to carry out annual white-washing, re-colouring and periodical repairs, which he is bound to make, the tenant may by notice require him to carry out the same within one month from the date of service of the notice and, on the landlord's failure to do so within the said period, the tenant may himself carry out the same at a cost not exceeding one month's rent for the building and deduct such cost from the rent. (3) If the landlord neglects to carry out any repairs, other than those referred to in sub-section (2), which he is bound to make, the Controller shall on application by the tenant, which shall specify the approximate cost of such repairs, cause a notice to be served on the landlord to appear and show cause within such time as may be fixed, against the application. (4) If the landlord does not appear in obedience to the notice or if he appears but fails to satisfy the Controller as to why he should not be directed to carry out the repairs or such of them as he finds the landlord is bound to make, the Controller shall, after making such further inquiry as may be necessary, direct him to carry out the same within a time to be fixed and on the landlord's failure to comply with such direction, the Controller may permit the tenant to carry out such repairs at a cost not exceeding such amount as may be specified in the order and to recover such cost from the landlord. It shall thereafter be lawful for the tenant to make such repairs and to deduct the cost thereof from the rent or to recover it otherwise from the landlord as if it were a debt due to him by the landlord: Provided that no order for the carrying out of repairs under this sub-section shall be made, if the Controller is satisfied that the repairs involved were due to the negligence of the tenant.

11. Landlord not to interfere with amenities enjoyed by the tenant.

(1) No landlord shall without just or sufficient cause cut-off or withhold any of the amenities enjoyed by the tenant. (2) A tenant in possession of building may, if the landlord has contravened the provisions of sub-section (1), make an application to the Controller complaining of such contravention, and may restore any of the amenities, on his own responsibility pending consideration of his application by the Controller. (3) If the Controller, on enquiry, is satisfied that the landlord has without just or sufficient cause cut-off or withheld any of the amenities enjoyed by the tenant at the time of the commencement of the tenancy or at any time thereafter, he shall - (i) in case such amenity has already been restored by the tenant make an order directing the landlord to pay to the tenant the cost of such restoration as determined by him within such time as may be specified in the order; and (ii) in any other case, direct the landlord to restore such amenity at such cost and within such time as may be determined by him and also that in case the landlord fails to do so, the amenity may be restored by the tenant at his own cost and amount as may be specified in the order may be recovered by the tenant as the cost of the restoration either by adjustment towards the rent payable by him or as if the amount were a debt due to him by the landlord. Explanation. - In this section 'amenities' include supply of water, electricity, lights in passages and on staircases, lift and conservancy or sanitary service.

12. Eviction of tenants.

(1) Notwithstanding anything contained in any contract or law to the contrary but subject to the provisions of the Industrial Dispute Act, 1947 (Act XIV of 1947), and to those of Section 15, where a tenant is in possession of any building, he shall not be liable to eviction therefrom except in execution of a decree passed by the Court on one or more of the following grounds:-(a) for breach of the conditions of the tenancy, or for subletting the building, or any portion thereof without the consent of the landlord, or if he is an employee of the landlord occupying the building as an employee, on his ceasing to be in such employment; (b) where the condition of the building has materially deteriorated owing to acts of waste by or negligence or default of, the tenant, or of any person residing with the tenant or for whose behaviour the tenant is responsible; (c) where the building is reasonably and in good faith required by the landlord for his own occupation or for occupation of any person for whose benefit the building is held by the landlord; Provided that where the Court thinks that the reasonable requirement of such occupation may be substantially satisfied by evicting the tenant from a part only of the building and allowing the tenant to continue occupation of the rest and the tenant agrees to such occupation, the Court shall pass a decree accordingly, and fix proportionately fair rent for the portion in occupation of the tenant, which portion shall henceforth constitute the building within the meaning of clause (b) of section 2 and the rent so fixed shall be deemed to be the fair rent fixed under section 5. Explanation. - In this clause the word "landlord" shall not include an agent referred to in clause (f) of Section 2. (d) where the amount of two month's rent lawfully payable by the tenant and due from him is in arrears by not having been paid within the time fixed by contract or, in the absence of such contract, by the last day of the month next following that for which the rent is payable or by not having been validly remitted or deposited in accordance with Section 16; and (e) in the case of a tenant holding on a lease for a specified period on the expiry of the period of the tenancy. (2) (a) Where a servant of the Government in possession of any building as a tenant intends to vacate such building, he shall give fifteen days previous notice in writing of his intention to do so to the landlord and to the District Magistrate who shall under intimation to the landlord, within a week of the receipt of the notice, either allot the building to any other servant of the Government whom the District Magistrate thinks suitable subject to the payment of rent, and the observance of the conditions of the tenancy by such servant of the Government, or direct that the landlord shall be put in possession of the building: Provided that when no such order is passed by the District Magistrate the landlord shall be deemed to have been put in possession of the building. (b) Where a building is vacated by a servant of the Government any person occupying such building other than the persons referred to in clause (a) shall be liable to be evicted by the District Magistrate in such manner as may be prescribed: Provided that after a landlord has been, or is deemed to have been put in possession of such building, he may let it to any person.

13. Deposit of rent by tenants in suits for ejectment.

- If in a suit for recovery of possession of any building the tenant contests the suit, as regards claim for ejectment, the landlord may make an application at any stage of the suit for order on the tenant to deposit month by month rent at a rate at which it was last paid and also the arrears of rent if any, and the Court after giving an opportunity to the parties to be heard, may make order for deposit of

rent at such rate as may be determined month by month and the arrears of rent, if any, and on failure of the tenant to deposit the arrears of rent within fifteen days of the date of the order or the rent at such rate for any month by the fifteenth day of the next following month, the Court shall order the defence against ejectment to be struck out and the tenant to be placed in the same position as if he had not defended the claim to ejectment. The landlord may also apply for permission to withdraw the deposited rent without prejudice to his right to claim decree for ejectment and the Court may permit him to do so. The Court may further order recovery of cost of suit and such other compensation as may be determined by it from the tenant.

14. When a tenant is entitled to restoration of possession and compensation.

- Where the landlord recovers possession of any building from the tenant by virtue of a decree secured because of clause (c) of sub-section (1) of Section 12 and the building is not occupied by the landlord, or by the person for whose benefit the building is held, within one month of the date of vacation of the building by such tenant, or the building, having been so occupied, is re-let within six months of the date of such occupation to any person other than such tenant without the permission of the Controller, the Court may, on the application of such tenant made within nine months of his vacating the building, and giving the landlord an opportunity of being heard, by order direct the landlord to put such tenant in possession of the building or to pay him such compensation or both as may be fixed by the Court.

15. Extension of period limited by lease.

(1) If a tenant in possession of any building, held on a lease for a specified period, intends to extend the period limited by such lease, he may give the landlord at least one month before the expiry of the period limited by the lease, a written notice of his intention to do so; and upon the delivery of such notice the said time shall subject to the provision of Section 12 be deemed to have been extended by double the period covered by the original lease subject to maximum of one year. (2) Where the landlord to whom notice has been given under sub-section (1) wishes to object to the extension demanded by the tenant on one or more of the grounds mentioned in sub-section (1) of Section 12 or on the ground that the landlord has any other good and sufficient cause for terminating the lease on the expiry of period limited thereby, he may, within fifteen days of the delivery of such notice, apply to the Court in that behalf and the Court after hearing the parties may terminate the lease or extend the same for such period as it deems proper in the circumstances: Provided that the tenant shall not in any case be allowed to remain in possession of the building beyond the period permissible under sub-section (1). (3) If the tenant fails to vacate the building on the termination of the lease or as the case may be on the expiry of the period fixed by the Court under subsection (2), the Court shall on an application by the landlord, pass an order for ejectment, which shall be executed as a decree and may further order that the tenant shall pay to the landlord such amount as may be determined by it as daily compensation.

16. Deposit of rent by tenant on refusal of the landlord to accept it or in case of doubt or dispute as to the person entitled to receive it.

(1)When a landlord refuses to accept any rent lawfully payable to him by a tenant in respect of any building the tenant may remit such rent, and continue to remit any subsequent rent which becomes due in respect of such building by postal money-order to the landlord.(2)Where any bonafide doubt or dispute has arisen as to the person who is entitled to receive any rent in respect of any building, the tenant may deposit such rent in the prescribed manner stating the circumstances under which such deposit is made and may until such doubt has been removed or such dispute has been settled by the decision of any competent Court or by settlement between the parties, continue to deposit in like manner, the rent that may subsequently become due in respect of such building.(3)When a deposit has been made under sub-section (2) the amount of such deposit shall be held by the Controller pending the removal of the doubt or the settlement of the dispute which has arisen as to the person who is entitled to receive the rent, either by the decision of a competent Court or by settlement between the parties, and the amount of such deposit may be withdrawn by the person who is declared by such Court to be entitled to it or who is held by the Controller to be entitled to it in accordance with such settlement.

17. Tenant making payment of rent entitled to receipt.

(1)Every tenant who makes a payment on account of rent to his landlord shall be entitled to obtain forthwith from the landlord a receipt in the prescribed form for the amount of rent paid by him, duly signed by the landlord or his appointed agent.(2)If a landlord, without reasonable cause fails to deliver to the tenant a receipt, as required by sub-section (1), such landlord shall be liable to fine not exceeding double the amount of rent so paid, to be imposed after summary inquiry, by the Controller upon a complaint of the party aggrieved within three months from the date of such failure.

18. Controller to maintain list of fair rents.

(1)The Controller shall maintain up-to-date list showing the fair rents of buildings as determined or redetermined by him from time to time under this Act.(2)A copy of the list shall remain in the office of the Controller available for inspection free of charge, during office hours, and copies of the entries in such list may be granted by the Controller on payment of such charge, not exceeding rupee one per copy, as may be fixed by the Controller.

19. Power of Controller to make inquiries and inspections.

(1)For the purpose of any inquiry under this Act, the Controller may-(a)enter and inspect any building at any time between sunrise and sunset or authorise any officer subordinate to him to so enter and inspect any building:Provided that no building shall be entered, without the consent of the occupier, unless at least twenty four hours' previous notice in writing has been given; and(b)by written order, require any person to produce for his inspection such accounts, rent receipts, books

or other documents relevant to the inquiry, at such time and at such place, as may be specified in the order.(2)The Controller shall, in so far as such powers are necessary for carrying out the provisions of this Act, have power to summon and enforce the attendance of witnesses and to compel the production of documents by the same means and so, so far may be, in the same manner as is provided in the case of a Court by the Code of Civil Procedure, 1908 (V of 1908).

20. Execution of orders of Controller and Commissioner.

- Every order of the Controller passed under this Act where an appeal, against such order has been preferred under section 21, every order of the appellate authority on appeal under Section 21 and every order of the Commissioner passed in revision under section 23 shall be executed by the Court as if such order were a decree passed by such Court.

21. Appeal.

(1)Any person aggrieved by an order passed by the Controller may within fifteen days from the date of receipt of such order by him, prefer an appeal in writing to the appellate authority.(2)On such appeal being preferred, the appellate authority may-(a)after perusing the memorandum of appeal and hearing the appellant, if necessary, summarily dismiss the appeal; or(b)call for the records of the case from the Controller and after examining such records and, if necessary, making such further inquiry as he thinks fit, decide the appeal.(3)Subject to the provision of Section 23, the decision of the appellate authority and subject only to such decision where an appeal lies an order of the Controller shall be final, and shall not be liable to be questioned in any court of law whether in a suit or other proceeding by way of appeal or revision.

22. Awards of costs.

- In every order passed by the Controller under this Act and every order of the appellate authority or the Commissioner passed on appeal under section 21 or in revision under section 23; as the case may be, the authority passing such order may, if it thinks fit, award costs to the person in whose favour the order is passed and the costs so awarded shall include such sum as compensation for the expense, trouble and loss of time incurred in, or incidental to the hearing of the case, as to the authority may seem just and reasonable.

23. Power of revision of Commissioner.

- Subject to such rules as may be prescribed and for reasons to be recorded in writing, the Commissioner may, either of his own motion or on application made to him in this behalf, revise any order passed by the Controller or by the appellate authority on appeal under this Act.

24. Notice to landlord or tenant by Controller before exercising power under this Act.

- Before exercising any of the powers conferred by this Act, the Controller shall give notice of his intention to do so to the landlord and to the tenant, if any, and shall consider any application that may be received by him within the period specified in the notice, from such landlord or tenant or from any other person likely to be affected by the exercise of such powers and shall hear the applicant, if so desired by him.

25. Penalties.

(1) If any person contravenes any of the provisions of this Act, he shall, except as otherwise provided in Section 17 be punishable with imprisonment for a term which may extend to two years or fine or with both. (2) Whoever fails to comply with any direction made or deemed to have been made under this Act shall be punishable with imprisonment for a term which may extend to one year or with fine or with both: Provided that the Court trying any offence under this section may, order the whole or any part of the fine recovered to be applied to the payment to any person as compensation for any loss caused by the offence.

26. Supply of certified copies of orders and decisions of Controller and Commissioner.

- Any person affected by any order of the Controller or any decision of the appellate authority on appeal or any order of the Commissioner in revision made or passed under this Act shall be entitled to be furnished with a copy thereof duly certified by the Controller, the appellate authority or the Commissioner as the case may be, to be a true copy on payment of such fee as may be prescribed, and such copy shall be admissible in evidence in any Court of law to prove the order of the Controller, the decision of the appellate authority on appeal or the order of the Commissioner in revision, as the case may be.

27. Decisions which have become final not to be re-opened.

- The Controller shall summarily reject any application which raises substantially the same issue as has been heard and finally decided in a former proceeding under this Act between same parties under whom they or any of them claim.

28. Protection of action taken under the Act.

(1) No suit, prosecution or other legal proceeding shall lie against any person for anything which is in good-faith done or intended to be done in pursuance of any order made or deemed to have been made under this Act. (2) No suit or other legal proceeding shall lie against the Government for any damage which is in good faith done or intended to be done in pursuance of any order made or deemed to be made under this Act.

29. Act not to apply to building owned by Government.

- Nothing contained in this Act shall apply to a tenant whose landlord is the local authority or the State or the Central Government or the Bihar State Wakf Boards.

30. Power to make rules.

(1)The State Government may make rules for carrying out the purposes of this Act.(2)In particular and without prejudice to the generality of the foregoing powers, such rules may provide for all or any of the following matters, namely-(a)the manner of depositing rent under sub-section 2 of Section 16 and the manner of service of notice of such deposit of rent on the landlord;(b)the form of receipt on account of payment of rent under this Act;(c)charging or remitting of costs and fee under this Act and the fixing of the amount or the scale of such costs and fees.(d)the manner of exercising the powers of revision by the Commissioner under Section 23;(e)any other matter by this Act required, or expressly or impliedly authorised, to be prescribed.The Schedule[See Section 1 (2)]

| SI. No. | Name of District | Local areas to which the Act Applies |
|---------|------------------|--|
| 1 | 2 | 3 |
| 1. | Patna | Local areas comprising the Police-stations of Pirbahor, Sultanganj, Alamganj, Khajekallan, Chowk-Kalan, Malsalami, Phulwari, Digha, Patna Kotwali, Kadamkuan, Gardanibagh, Patna Secretariat, Danapur and Khagaul (excluding the local areas comprised within the Danapur Cantonment) Barh, Mokameh Notified Area and Bikramnagar. |
| 2. | Nalanda | ... Rajgir. |
| 3. | Gaya | Kotwali, Muffasil Gaya, Manpur and Ramsagar. |
| 4. | Nawadah | ... Nawadah. |
| 5. | Aurangabad | ... Union Committee. |
| 6. | Shahabad | ... Arrah Municipality and Buxar Municipality. |
| 7. | Sasaram | ... Sasaram, Dalmianagar, Dehri Notified Area and Bhabhua Municipality. |
| 8. | Muzaffarpur | ... Muzaffarpur Town. |
| 9. | Hajipur | ... Hajipur Town. |
| 10. | Sitamarhi | ... Sitamarhi Municipality and local areas comprised within Dumra Notified Area. |
| 11. | Saran | Chapra. |
| 12. | Siwan | ... Siwan. |
| 13. | Gopalganj | ... Gopalganj. |
| 14. | West Champaran | ... Bettiah Municipality. |
| 15. | East Champaran | ... Motihari Municipality. |

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| 16. | Darbhanga | ... Darbhanga Municipality and Laheriasarai Town. |
| 17. | Samastipur | ... Samastipur, Russera and Dalsingsarai. |
| 18. | Madhubani | ... Madhubani and Jainagar. |
| 19. | Begusarai | ... Begusarai. |
| 20. | Monghyr | ... Monghyr Town, Jamalpur, Khagaria, Jamui. |
| 21. | Bhagalpur | ... Bhagalpur Kotwali, Bhagalpur Muffasil, Nathnagar and local areas comprised within Colgong Municipality. |
| 22. | Purnea | .. Purnea Sadar, Kishanganj, Forbesganj. |
| 23. | Katihar | .. Katihar. |
| 24. | Saharsa | .. Saharsa, Supaul and Madhepura. |
| 25. | Santhal Parganas | .. Dumka Municipality, Deoghar, Madhupur, Jamtara, Hirapur Bazar, Pakur, Sahebganj, Rajmahal, Godda Union Committee and Mihijam Notified Area Committee. |
| 26. | Ranchi | .. Ranchi Sadar, Ranchi Kotwali, Gumla, Khunti and Lohardagga. |
| 27. | Hazaribagh | .. Hazaribagh, Ichak, Ramgarh (excluding local area, comprised within the Ramgarh Cantonment |
| 28. | Giridih | .. Giridih and Bermo Police Stations, |
| 29. | Palamau | .. Daltonganj. |
| 30. | Dhanbad | .. Dhanbad, Jharia, Katras, Kenduadih, Chandil Thana, Chas Thana, Chirkunda, Sindri, Chandanbari Bazar and Balram Police-Station. |
| 31. | Singhbhum | ... Sakhchi, Bistupur, Jugsalai, Golmuri, Saraikela, Chaibasa, Chakradharpur Municipality. |

Notifications S.O. 1974 the 13th December, 1977. - In exercise of powers conferred by sub-section (2) of Section 1 of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1977 (Bihar Act XVI of 1977), the Governor of Bihar is pleased to direct that the provisions of the said Act shall apply to the Municipalities mentioned in column 3 and the Notified Area Committees mentioned in column 4 of the districts noted against each in column 2 of the Schedule hereto annexed:-

Schedule

| Serial No. | Name of the district | Name of Municipalities | Name of Notified Area |
|------------|----------------------|-------------------------------------|--|
| 1 | 2 | 3 | 4 |
| 1. | Patna | ... Barh, Khagaul, Dinapur, Mokameh | ... Fatwah, Khusrupur, Maner, Phulwarisharif |
| 2. | Nalanda | ... Biharsharif | Hilsa, Islampur |
| 3. | Gaya | ... Takari, Jehanabad | ... Sherghati, Bodh Gaya |
| 4. | Aurangabad | ... Daudnagar | ... Rafiganj, Jamhaut |
| 5. | Nawadah | | .. Warsaliganj, Hisua |
| 6. | Bhojpur | ... Jagdishpur, Dumraon | .. Piro, Koilwar, Behea |

| | | | |
|-----|---------------------|----------------------------|--|
| 7. | Rohtas | ... Dehri-Dalmianagar | .. BikramganjKoach |
| 8. | Saran | ... Revelganj | .. MahrajanjSonepur |
| 9. | Siwa | .. | .. Mairwa |
| 10. | Gopalganj | .. | .. MirganjBarauli |
| 11. | East Champaran | Raxaul | .. LaukahaChakia Sugauli |
| 12. | West Champaran | ... | .. ChanpatiaNarkatiaganjBagaha |
| 13. | Sitamarhi | .. | ... JanakpurBargania |
| 14. | Vaishali | ..Lalganj | Mahnar |
| 15. | Madhubani | | ..Jhanjharpur |
| 16. | Samastipur | .. | ..Mohiuddinnagar |
| 17. | Monghyr | LakhisaraiBarahiaSeikhpura | JhajhaBarbighaGogri Jamalpur |
| 18. | Bhagalpur | ...Banka | NaugachiaSultanganj |
| 19. | Santhal Parganas | | JasidihBasukinath |
| 20. | Purnea | ...Araria | JogbaniKasbaBahadurganjBanmankhiThakurganj |
| 21. | Katihar | ... | Manihari |
| 22. | Saharsa | ... | MurliganjBihariganjNirmali Birpur |
| 23. | Hazaribagh | Jhumri Tilaiya | ... |
| 24. | Palamau | | HussainabadLateharGarhwa |
| 25. | Ranchi | .. Lohardagga | BunduSimdegaItakiKharsawan |
| 26. | Singhbhum | | .. JamshedpurAdityapurMango |