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...the Largest Circulating Daily of the Islands

Generally cloudy sky and light rain is likely over Port Blair, Maximum and Minimum temperature will be Weather around 31°C and 25°C respectively on Tuesday Report

Maximum Temperature (°C) of Date: 31.2 Relative Humidity (%) at 0830 IST: 078 Relative Humidity (%) at 1730 IST: 080

Sunrise time on 02.07.2024 (in IST): 0459 Sunset time on 02.07.2024 (in IST): 1747 Rainfall upto 0830 hrs of date (last 24 hrs)- in mm: Trace Rainfall upto 1730 hrs of date in mm: 000.0 Rainfall (Progressive total from 1st January 2024 upto 0830 hrs (of date) in mm: 1370.7 mm

Regn. No. 34190/75

Port Blair, Tuesday, July 02, 2024

Web: dt.andaman.gov.in

Rs. 3.00

Pages 8

# **New Criminal Laws - Bharatiya Nyaya Sanhita (BNS),** Bharatiya Nagrik Suraksha Sanhita (BNSS) and Bharatiya Sakshya Adhiniyam (BSA) comes into force from July 1

Chief Secretary inaugurates implementation ceremony of New Criminal Laws titled 'Naye Kanoon Ka Uday'

Highlights the transformative changes in criminal jurisprudence and their significance for the public and all stakeholders

Port Blair, July 1

The Andaman and Nicobar Police organized a landmark event, 'Naye Kanoon ka Uday' to mark the launch of New Criminal Laws in India at TGCE Auditorium, Middle Point today. These New Criminal Laws viz. Bharatiya Nyaya Sanhita (BNS), Bharatiya Nagrik Suraksha Sanhita (BNSS) and Bharatiya Sakshya Adhiniyam (BSA), passed in Parliament last December, has replaced the Indian Penal Code (IPC), 1860, the Criminal Procedure Code (CrPC), 1973, and the Indian Evidence Act, 1872 respectively.

The Chief Secretary, A&N Administration, Shri Keshav Chandra, IAS, as the chief guest inaugurated the grand implementation programme by lighting the traditional oil lamp in the presence of the guest of honour, Shri Devesh Chandra Srivastva, IPS, Director General of Police. The function was also graced by the Commissioner-cum-congratulated the DGP and his entire team for Secretaries, A&N Administration, Smt. Dilraj Kaur, IAS and Smt. Nandini Paliwal, IAS senior officials of A&N Administration and Police, representatives from the Andaman & Nicobar Command, members of the legal profession, Public Prosecutors, Self-Help Groups (SHGs) and media persons, besides the citizens from various cross sections of the society.

public about the significant changes in India's criminal jurisprudence. It commenced with an insightful presentation on the new laws, changes and their implications for the public.

The Chief Secretary launched the module of einformative pamphlets brought out by the A&N store the videos in a proper way for its further use. Centric impact of this modernizing



Police detailing the new laws, ensuring that crucial information reaches every corner of society.

Addressing the gathering, the Chief Secretary effectively implementing and smooth transition of the three Criminal Laws in A&N Islands brought implementation of these out by the Central Govt. He threw light on the transformative changes in criminal jurisprudence and their significance for the public and all stakeholders and reiterated the Administration's commitment towards ensuring justice, training has also been The event aimed to educate and inform the transparency and accountability through these path imparted breaking reforms.

The Chief Secretary said, these Laws have been and Advocates which new law. conceived keeping in mind the technological will help speed up highlighting the major reforms and positive advancements taking place and people can take justice delivery. Under Devesh advantage of the electronic gadgets and use it for this new law, Police has Srivastva, IPS, DGP, Laws focuses on speedy its presence even in the registering their complaints and cases. A special to update the A&N Islands justice and it is victim remotest area of the FIR Registration & Online Missing Person provision have also been kept in the new laws for complainant about the enlightened Registration, a digital initiative designed to videography of the crime scene and effective status of his complaint, attendees on the salient further stated that prove to be a mile stone streamline the process of filing First Information knowledge/training have been provided to the the Chief Secretary said features of the new laws, forensics and electronic in the annals of justice. Reports (FIRs), making it more accessible and stakeholders in the Islands as well as in reputed adding that this emphasizing efficient for the public. He also released the Institutes at mainland on how to videograph and increases the Public importance

The Chief Secretary training for all the stakeholders have been laws. This, the Chief Secretary said, will help in solving the cases in speedy manner. He said,

stated that proper provided for the better among Judiciary, Prosecutors

their evidence has been given

and is committed towards

revolutionizing the further strengthening In his address, Shri entire Criminal Justice these three new Chandra System. He said, the new Criminal Laws ensuring the and citizen centric. He Islands, which will

> The 'Naye Kanoon ka in importance. A&N Police Uday' program reflects (Contd. on last page)



### CS launches e-FIR Registration & **Online Missing Person Registration** Facility by A & N Police

Port Blair, July 1 The Chief Secretary, A&N Administration Shri Keshav Chandra, IAS today launched the module of e-FIR Registration & Online Missing Person Registration during the implementation ceremony of New Criminal Laws titled 'Nave Kanoon Ka Uday' held at TGCE

#### Auditorium. e-FIR Registration:

• e-FIR is a digital version of the FIR that can be filed online through the official website of the Police Department. It allows individuals to report a crime without physically visiting the Police Station, making it a convenient and efficient way to seek justice.

• e-FIR service shall be functioning for Motor Vehicle Theft (MVT), burglary, and other miscellaneous thefts. This will lead to a total transformation of the



system, complainants register FIRs and orWebi.e., SMS and/or Police Station.

transformation will Police/SDPOs of A&N make life simpler for Islands for search of citizens through hassle- vehicle, etc. facilitate scientific cases to investigation, and help workload curb corruption.

#### Objectives of the Police Stations. Application:

Immediate online Registration: Police at anytime from missing persons.

enabling • Facility of auto to message on mobile and/ receive a copy instantly email to all concerned without going to a i.e., PCR, all SHOs and District This systemic Superintendents of

> registration, • Timely disposal of pendency at the level of

### **Online Missing Person**

lodging of First • Online Missing Information Report Person Registration is a (FIR) for vehicles stolen streamlined, accessible & valuable in A&N platform designed to Islands through online assist citizens in i.e website of A&N reporting and finding

(Contd. on last page)

## **Promoting digital governance and enhancing** ease of living for people of A&N Islands

**Chief Secretary inaugurates three** important Online Revenue Services

Initiative will provide easy access to mutation and demarcation services, eliminating need for physical visits: CS

Port Blair, July 1

Shri Keshav Chandra, IAS, the Chief Secretary, A&N Islands and Shri Devesh Chandra Srivastva, IPS, Director General of Police, A&N Islands virtually launched the Online Web Portal for Mutation & Demarcation, Integration of the Land Registration Portal with the Mutation Module, and Verification of Tenant/ Domestic help which were much anticipated for enhancing digital delivery in the region.

accessibility and service Administration. This initiative The Web Portal is commitment to leveraging designed to provide technology to streamline residents with a one-stop processes and make public platform to access a wide services more accessible and range of online services user-friendly.



offered by the District In his inaugural address, the aligns with the Administration's residents of A&N Islands,

stating that "This initiative is a testament to our dedication to improving service delivery through technology. The services will empower citizens providing them easy access to mutation and demarcation services, eliminating the need for physical visits, and saving valuable time and resources."

This initiative is a significant milestone in the ongoing efforts to promote digital governance and enhance the ease of living for the people of A&N Islands. The Administration remains (Contd. on last page)

Chief Secretary, A&N Islands highlighted the importance of Online Web Portal in public committed to further administration. He emphasized improving and expanding the convenience and efficiency the digital services available the services will bring to the through the Web Portal. The New Criminal Laws - Bharatiya Nyaya Sanhita (BNS), Bharatiya ... (Contd. from page 1)

the proactive approach of the Andaman and Nicobar Police in implementing and promoting legal reforms, ensuring that the public is well-informed and prepared to embrace the changes in the Criminal Justice System.



A 'Nukkad Natak' (street play) was

performed, effectively conveying the essence of the new transformational and reformational path breaking acts through engaging storytelling, which was well appreciated by all present.

### Promoting digital governance and enhancing ...

Online Web Portal for Mutation & Demarcation and Integration of the Land Registration Portal with the Mutation Module has been developed by the National Informatics Centre, South Andaman District, and the verification

of tenant/domestic help portal by SOVTECH. The Online Web Portal for Mutation & Demarcation can be accessed through the URL http://db.and.nic.in/dweepbhoomi, a press release from DC (SA) said.

### Nicobar Forest Division celebrates 75th Van Mahotsav-2024 DC Nicobar highlights importance of forests and significance of wildlife for tribal communities

Car Nicobar, July 1

The Nicobar Forest Division, Department of Environment & Forest, in collaboration with the Sports **Authority of India, STC** Car Nicobar under Ministry of Youth Affairs and Sports, celebrated the 75th Van Mahotsav-2024 in a grand manner at the communities. The eastern shores of Car Sports participation athletes.

Ms. Jvoti Kumari, ensure wildlife for the tribal



young trainees from Nicobar, Lapathy Complex in Lapathy SAI Car Nicobar were Village boasts of Village, Car Nicobar encouraged to take abundant greenery and today which saw proactive steps in a healthy forest cover. of maintaining Shri K. Rama Rao, Forest enthusiastic young environmental Officer (Beat Officer) of Deputy conservation efforts. and stated that 85% of Commissioner, Nicobar The Center In-Charge of the trees planted in and who was the chief guest SAI STC Car Nicobar around the Center last of the inaugural further urged every year are thriving well. ceremony, emphasized member of the Center to The Forest Department on the importance of plant and nurture four also planted 151 tree forests and highlighted trees within the campus saplings in the vicinity of the significance of as a collective initiative. the SAI Centre, a press

cleanliness and to Car Nicobar shared forest valuable information Situated on the release from SAI said.

### **Anti-Corruption Unit achieves** ISO 9001:2015 Certification

Port Blair, July 1

In a continuing effort to provide superior service, the Anti-**Corruption Unit (ACU)** of Andaman & Nicobar Islands has been awarded the ISO 9001:2015 Certification. This prestigious **Certification confirms** that the Quality Management System of the ACU has been by creating awareness ensuring the integrity of and meets the rigorous the general public. standards set forth by International esteemed leadership of Certification reflects Organization Standardization.

activities covered under milestones in its mission approach in combating includes investigation & enquiry furthering its mission tirelessly to safeguard of incidents & crimes through continuous the interests of the related to corruption in improvement Government adherence institutions, international standards. fairness, a press release spearheading anti- The Unit will continue to from Anti-Corruption



thoroughly assessed about corruption among public institutions in

for Chief Secretary, A&N the ACU's dedication to Islands, the ACU has operational excellence The scope of achieved significant and its proactive Certification to eradicate corruption. corruption. The ACU the The ACU is committed to continues to work

initiatives, community engagement, The occasion was Government institutions celebrated across all operate with the highest level of integrity.

This achievement is a testament to the ACU's unwavering commitment to high maintaining standards in its and operations the Andaman & Under the Nicobar Islands. The and public and uphold the to principles of justice and

corruption movements lead anti-corruption Unit said. HELPLINE NO. 245555 NOTE: FOR SHIPPING RELATED QUERIES PLEASE DIAL TO TOLL FREE NUMBER 18003452714.

PORT BLAIR – MAYABUNDER & DIGLIPUR									
SI. No.	Name of the vessel	Date & Time of Sailing	From	То	Date & Time of Return Sailing	From	То		
1.	MV Kalighat	06.07.2024 2100 Hrs	Port Blair	Diglipur via Mayabunder	07.07.2024 1400 Hrs	Diglipur	Port Blair via Mayabunder		
PORT BLAIR - CAR NICOBAR via LITTLE ANDAMAN									

03.07.2024 Port Car Nicobar via 04.07.2024 Car Nicobar Port Blair via Little Andamar 0800 Hrs Blair Little Andaman 0800 Hrs

Passenger tickets for the above sailings will be issued to the general public on 02.07.2024 https://dss.andaman.gov.in/eticketing) and from STARS Ticketing Counter between 09.00 AM to 04.00 PM.

### **N&M Andaman District Police** organizes series of events to mark launch of New Criminal Laws

Mayabunder, July 1

Celebrating the launch of New Criminal Laws today, the North & Middle Andaman District Police has spearheaded a series of exciting events aimed at raising public awareness and engagement. Under the stewardship of all District, events highlighting significance of these onlookers. new legal provisions.

witnessed enthusiastic among onlookers. participation from local key aspects of the new interaction. Runners, said.



a major routes in and

The events Walkathon conducted by each conducted by PS Rangat. Police Station, designed Mayabunder, educate the promoting health and not only educated the community on the well-being while citizens but also implications and educating participants strengthened applications of the New about their rights and community bonds. Criminal Laws. Bike responsibilities under The bike rally sparking conversations this

A Run for Fun has commitment residents, community been organized by PS proactive leaders, and members Rangat, combining enforcement banners highlighting participation and release from SP (N&M)

Police Stations across laws, traversed through adorned with banners placards comprehensive array of Diglipur, drawing highlighting key aspects unfolded, attention and sparking of the new laws, created the conversations among an energetic and informative atmosphere In addition, a as they raced through was the main streets of

These events have

The launch of the new Rally has been the updated laws. Criminal Laws marks a organized by PS Participants walked the significant step towards Diglipur, emphasizing designated route, enhancing public safety c o m m u n i t y holding banners that and justice in North & involvement and highlighted key aspects Middle Andaman spreading awareness of the new laws, District. The events throughout the region. drawing attention and held in connection with milestone underscore the district's of the Police force. fitness with education, c o m m u n i t y Riders, adorned with encouraging public engagement, a press

### Historic implementation of New Criminal Laws celebrated in Nicobar District

Car Nicobar, July 1 Marking a significant milestone implementation of the newly enacted Criminal Laws: the Bharatiya Nyaya Sanhita, 2023, the Bharatiya Nagarik Suraksha Sanhita, 2023, and Bharatiya Sakshya Adhiniyam, 2023, came into effect on 1st foster July,2024 across India. ensure that spectacularly Police Stations in the

Nicobar District. Over the past 2 months, comprehensive effort has been undertaken to ensure that all police personnel are welltrained and prepared for the successful implementation of these new laws. Various online and offline classes have been conducted, ensuring that all police personnel in the Nicobar District are thoroughly educated on the new legal framework.

To celebrate this significant event, the police personnel of PS Car Nicobar and the SP (D)N Office organized a march today. The march featured banners and pamphlet distribution to raise awareness among the public, shopkeepers, and Government staff about the new laws.

(Contd. from page 1)

Later in the day, Shri and the distribution of Vijay Kumar Singh, pamphlets. SDPO Car Nicobar, awareness session was interacted with conducted at MRN

shopkeepers and the Village, Katchal,

general public in a g a t h e r i n g

meeting held at the SP approximately 50-60

(D)N Complex. He participants. sensitized them about PS Campbell Bay various citizen-centric held awareness provisions of the new programs at multiple criminal laws. locations, including An awareness rally Rajiv Nagar-1, Rajiv was also organized Nagar Community today at PS Nancowrie. Hall, The rally, aimed at Colony, and Low Point spreading information Bazaar and also about the new criminal organized a walkathon the to sensitize public sawparticipation of 150 about the new criminal people, including laws. PS Teressa fishermen, Anganwadi conducted Workers, Shopkeeper sensitization program

Association members, at Bengali Village with and the general public. the distributing Later, an awareness pamphlets among the program on new laws public. was conducted at The Nicobar

Enaka District Police remain Village Kamorta with committed to ensuring 60-70 the successful general public and implementation of the new criminal laws. Similarly, PS The enthusiastic and implementation of the witnessed 80-90 individuals commitment rally, which concluded law,

#### Katchal conducted an widespread awareness rally on the participation New Criminal Laws demonstrates the 2023. Approximately community's strong participated in the upholding the rule of press with a short lecture on release from SP

the new criminal laws (Nicobar) said.

### **CS launches e-FIR Registration ...**

By providing a convenient online form, individuals can quickly submit For further enquiries / SAR Agency at Toll detailed information about the missing person, including descriptions, last information, contact Free Number 1554, a known whereabouts, and contact information.

around

◆ This digital approach enhances the efficiency of data collection, enables | Emergency Operation | from Directorate of faster dissemination of information to law enforcement and the public, and increases the chances of locating missing individuals promptly.

### Toll Free No. 1800-345-1111 launched for receiving electricity complaints

Port Blair, July 1 The Electricity general Department of A&N with Control Room (CCR) release

consumer Administration has Free Number 1800established Central 345-1111, a press fortaking 'No-Light Electricity Complaints' from the Department said.

### **National Statistics Day** celebrated by NSSO

Port Blair, July 1

The 18th National and his Rahman,

after independence Statistics Day was anniversary which celebrated befittingly falls on 29th June is at National Sample celebrated as National Office Statistics Day in India. (NSSO), Port Blair. He further stated that Shri A. Abdul the objective of this Senior day is to create Statistical Officer & awareness among the Head of Office spoke citizens of India about on the contribution the importance of made by renowned Data-Driven Decision Statistician Professor Making in Planning P.C. Mahalanobis in and Policy Making, a the field of socio- press release from economic planning National Statistical and policy making Office, Port Blair said.

### List of selected candidates for post of Anganwadi Worker & Anganwadi **Helper under ICDS (Ferrargunj**

**Project) displayed** Port Blair, July 1 The list of selected the

Centres (AWCs) under collect Project),

Board of the Office of candidates for the post Development Project of Anganwadi Worker Officer, Ferrargunj, & Anganwadi Helper South Andaman. The on Honorarium basis selected candidates at various Anganwadi have been asked to ICDS (Ferrargunj Appointment Order South from the Office, a press Andaman has been release from ICDS displayed in the Notice Ferrargunj Project said.

### **Pondicherry University Semester Exam commences**

Port Blair, July 1 arrear papers of first ugpg\_tt.htm. and second semester

been received from the the

website: https:// The first year time exam.pondiuni. table for conduct of edu.in/oasis/

The examinations Pondicherry have commenced from University 1st July, 2024 onwards Examinations in for the UG courses. For respect of UG courses further information, (CBCS & NEP) has students may contact University and the Section of JNRM, a same has been hosted press release from in the University's JNRM said.

#### Isles budding chess player opens **International Chess Rating**

Port Blair, July 1 It is a proud

moment for the Islanders as Y Ronnie Ronaldo, a young aspiring chess player from A & N Islands, has opened International Chess Rating according to the (FIDE)

class IX student of rated at Bhimavaram, West said.



rating list released Pradesh from June 4 to the World 9, 2024. He played Chess Federation quite well in the yesterday tournament and scored 5 points, 2 of which Y Ronnie Ronaldo, a were scored against players, Sagritara School, Port which led him to open Blair, participated in the International the International Open Rating. His FIDE FIDE Rating Chess rating is 1453, a press Tournament 2024 held release from ANCA

### **Heavy rain forecast in Isles**

Port Blair, July 1 cm) is likely to occur at 1077. helpline of State press

**Emergency Operation** Heavy rain (07-11 Centre at Helpline No. For one or two places over emergency /assistance A&N Islands on July 4. at sea, call Coast Guard Centre at Helpline No. Disaster Management 1070 & District said.

Port Blair. dated the 28th June, 2024

#### NOTIFICATION

No.59/2024/F. No. B-2540980/1/2023-Dy.Dir(H)-Health\_AN - In exercise of powers conferred under Section 38(1) of the RPwD Act.2016 read with the provisions contained in Rule 14 (A) (1) of RPwD (Amendment) Rules, 2019, the Lieutenant Governor, Andaman & Nicobar Islands is pleased to designate the Authority, to whom a person with benchmark disabilities, who is/are in need of high support, or any person or organization on his or her behalf, may apply to provide high support. The designated Authorities for the respective Districts are as below;

- South Andaman District Child Development Project Officer, Urban Project, Port Blair
- II. North & Middle Andaman District Child Development Project Officer, Rangat.
- III. Nicobar District Child Development Project Officer, Car Nicobar (2) On receipt of an application under sub-section (1) of Section 38 of the RPwD Act, 2016, the authority shall refer it to an Assessment Board consisting of such members as may be prescribed by the Central Government.
- (3) The Assessment Board shall assess the case referred to it under sub-section (1) of Section 38 of the RPwD Act, 2016 in such manner as may be prescribed by the Central Government and shall send a report to the authority certifying the need of high support and its
- (4) On receipt of a report under sub-section (3) of Section 38 of the RPwD Act, 2016, the said authority shall take necessary steps to provide support in accordance with the report and subject to relevant schemes and orders of the appropriate Government in this behalf. Lieutenant Governor

**Andaman and Nicobar Islands** By Order and in the name of Hon'ble Lt. Governor Sd/-

> **Deputy Secretary (Health)** Andaman & Nicobar Administration

### **ANDAMAN & NICOBAR ADMINISTRATION SECRETARIAT**

Port Blair. dated the 28th June, 2024

- Chairman/Chairperson

- Member

- Members

#### NOTIFICATION

No.60/2024/F.No. B-2540980/1/2023-Dy.Dir(H)-Health AN - In exercise of the powers conferred under Sub-Rule (3) of Rule 14 (A) of Rights of Persons with Disabilities (as amended) Rules 2019,the Lieutenant Governor (Administrator), Andaman and Nicobar Islands is pleased to constitute the Andaman & Nicobar Islands Assessment Board for high support needs of persons with benchmark disability for all the Three Districts in the UT comprising of the following persons, namely:

- 1. Director of Health Services
- 2. Director of Social Welfare
- Five Rehabilitation Specialists
- Orthopedic Surgeon, DHS/ANIIMS
- ENT Surgeon, DHS/ANIIMS Ophthalmologist, DHS/ANIIMS
- General Physician (for individuals 18 years and older), or a
- Pediatrician (for those under 18), DHS/ANIIMS and e. Psychiatrist, DHS/ANIIMS
- Audiologist or Clinical Psychologist or Physiotherapist, DHS/ ANIIMS (as per requirement) - Member 5. Any other co-opted member(s) as deemed necessary to be
- decided by the Chairman/Chairperson. 6. Medical Superintendent G.B. Pant Hospital, Port Blair - Member
- Secretary

If any Specialist or Expert Member of the Board is not available, member may be co-opted from the nearest District where the Expert is available.

### TERMS OF REFERENCE

The Assessment Board shall assess the applicant on the basis of the six parameters (a) to (f) and assign scores on the basis of the 100 point graded weightage indicated below:

Parameters		Weightage
(a) Severity of physical	a) 40% 59%	
disability	b) 60% - 79%	15
	c) 80% - 100%	20
	,	25
(Max. Weightage – 25)		
	a) 40% 59%	15
	b) 60% - 79%	20
disability (Which restricts	c) 80% - 100%	25
the person to take any		
informed decision)		
(Max. weightage – 25)		
	(i) Bathing, Brushing , combing,	10
activities in a person is	Dressing	
hampered	(ii) Toilet hygiene (getting to the	
	toilet, cleaning onself, getting	
	backup etc)	
	(iii) Functional mobility (ability	
	to work, get in and out of bed,	10
	get in and out of a chair, moving	
(Max. weightage – 35)	from one place to other while	
	performing activities)	
	(iv) Self-feeding (not including	
	cooking)	5
(d) Cognitive Abilities like		_
ability to take safety		5
measures to use transport,		
logistics, gadgets not to get		
lost		
(Max. weightage – 5)		
(e) Environmental Barriers		_
like access to health care or		5
support systems for		
rehabilitation or health		
needs		
(Max. weightage – 5)	APL	0
(f) Socio-economic status		0
(Max. weightage – 5)	BPL	5
ITotal		100

- 1. Any person with benchmark disability who is having high support need or any organization on behalf of such persons with benchmark disability may approach notified authority of the District (as per rule 35 of Andaman And Nicobar Islands, Rights of Persons with Disabilities Rules 2019), in which he ordinary resides, who shall refer this case to the Assessment Board of the UT.
- 2. The Assessment Board shall call/invite the applicant of high

support requirements for assessment and may if necessary, seek clinical assessment.

- 3. Any person with benchmark disability with a score 60 out of 100 points may be recommended by the Assessment Board for high support needs.
- 4. The Assessment Board shall submit its recommendations to the Authority notified under Sub-Rule (1) of Rule 14 of the RPwD Rules (as amended) 2019, within a period of 90 days from the date of receiving request for assessment from the said authority.
- The Union Territory Administration may develop dedicated schemes to provide high support to such persons with benchmark disabilities.
- 6. The Authority notified under Sub-Rule (1) of Rule 14 of the RPwD Rules (as amended) 2019, shall consider the application for high support requirement on the basis of the recommendations of the Assessment Board keeping in view the schemes or programs of the Union Territory of A&N Administration.

Lieutenant Governor Andaman and Nicobar Islands By Order and in the name of Hon'ble Lt. Governor Sd/-

> Deputy Secretary (Health) Andaman & Nicobar Administration

#### AFFIDAVIT

I, D. DEVA RAJU, S/o LATE D. BHIMA RAO, aged about 51 years, R/o Haddo Village, Near Thirupati Temple under Port Blair Tehsil, South Andaman District, Andaman and Nicobar Islands by faith Hindu, do hereby solemnly affirm and declare

 That I am the permanent resident of these Islands and permanently residing in the address given herein above.

2. That my actual name is D. DEVA RAJU, whereas my name has been wrongly depicted as D. DEV RAJ. DEV RAJ instead of D. DEVA RAJU in the school documents, PAN Card, Driving Licence of my son D. VAMSI and as such I declare that my actual name is D. DEVA RAJU and both D. DEVA RAJU, D. DEV RAJ and DEV RAJ is the name of mine and belong to same and identical person and in future I shall be known as D. DEVA RAJU for all official and non-official purpose.

3. That I possessed valid documents to prove that my actual name is D. DEVA RAJU. 4. That this instant affidavit is mainly made to correct my name as D. DEVA RAJU instead of D. DEV RAJ. DEV RAJ in the school documents PAN Card. Driving Licence and as such I declare that my actual name is D. DEVA RAJU and both D. DEVA RAJU, D. DEV RAJ and DEV RAJ is the name of mine and belong to same and identical person and in future I shall be known as D. DEVA RAJU for all official and non-official purpose. Hence this instant affidavit.

5. That the contents made in Para 1 – 4 of this instant affidavit are true and correct to the best of my knowledge and belief and I have not suppressed any material facts of this instant affidavit.

Solemnly affirm on this 22<sup>nd</sup> day of June, 2024 at Port Blair.

### **DEEPAK NURSERY SCHOOL**

Head Office: New CCS Building, 1st Floor Junglighat

**ADMISSION GOING ON (NEW SESSION 2024-25)** 

Nursery KG-I Pre-Nursery

Branches: Junglighat, , Minnie Bay , Garacharma Contact no: 03192-239153, 9933297497, 9933226987

### **Admission Open For 2024-25** Play group, nursery, KG- I & KG-2

**Benefits & features of our school:** 

- Well-furnished Air Conditioned class rooms.
- Low student teacher ratio.
- Loving and caring Environment.
- Individual educational plans
- **Dedicated teacher & Staffs.**
- Spacious Indoor Play area.
- CC TV coverage all through the campus.

Hello Kids Little Gems Pre School, Opp. Air Force Station, Birdline/Prothrapur. 7063999012 / 8001231144

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### **AFFIDAVIT**

I, BENADICT BERNADSHA, S/o V. JOHN BOSCO, resident of Burmanallah village, under Port

- Blair Tehsil, South Andaman District do hereby solemnly affirms and declare as under: -1. That I am a permanent resident of these Islands and residing in the below mentioned address.
- 2. That my name is recorded in my 10th and 12th Pass Certificates as BENADICT BERNADSHA J. instead of BENADICT BERNADSHA which is recorded my Adhaar Card and other
- 3. That my actual correct name is BENADICT BERNADSHA.
- 4. That BENADICT BERNADSHA J. and BENADICT BERNADSHA is the same and one identical person.
- 5. That I am swearing this affidavit to declare that the above both name is one and same identical person and having no any differences, which is required for all purposes, hence this affidavit.
- The above statements are true and correct to the best of my knowledge and belief.
- Place: Port Blair Date: 24.04.2024 Deponent

### **AFFIDAVIT**

- I, V. SATYANARAYANA, S/o Late V. VENKAT REDDY, presently residing at Calicut Village under Port Blair Tehsil, South Andaman District, do hereby solemnly affirm and declare as follows: 1. That I am a Govt. Servant and presently residing at above mentioned address.
- 2. That my actual and correct name is V. SATYANARAYANA, S/o Late V. VENKAT REDDY, which is mentioned/appear/ written in all official and non-official documents.
- 3. That I in my service record my name's spelling wrongly written/mentioned as V. SATHYANARAYAN, S/o Late VENKATA REDDY instead of my actual and correct name is V.
- SATYANARAYANA, S/o Late. V. VENKAT REDDY. 4. That by this affidavit I am decclaring V. SATYANARAYANA, S/o Late. V. VENKAT REDDY and V.
- SATHYANARAYAN, S/o Late. VENKATA REDDY is the same and one identical person. 5. That in future I will be known as V. SATYANARAYANA, S/o Late V. VENKAT REDDY for all official and non official purpose.
- 6. That this affidavit is made for correction of name in service record only.
- That the above mentioned contents are made by me is true and correct to the best of my knowledge and belief and nothing in material has been concealed therefrom Place: Port Blair

Date: 28/06/2024 DEPONENT

Kindly Contact:

tickets.

Travels,

**URGENTLY WANTED** 

M/s Karbhagam Sales Agency

(The Electrical Shop)

34/1 Shastri Road, Aberdeen Bazar,

Port Blair (Opp. Hotel Milan)

Contact: Phone No.

233810 / 9434281234

KASHMIR TOUR PACKAGE

4 nights 5 days @10,999/-

per head Excluding flight

**FOR SALE** 

One triple storeyed RCC

Building having 300 Sq. mtrs.

Land at Delanipur prime

amenities. Genuine person

may Contact Ph. No.

TO LET

2 Nos. 2 BHK Flats with modern

amenities at Dignabad main road.

Contact: 9434280650 / 9933205880

TO LET

2 BHK Room with 2 attached Bathroom

for residential nurnose near Mohai

Contact: 9933294646 / 9933211704

TO LET

3 BHK Room (Second Floor) for Rent with

Car Parking available at Maharaja Nagar,

Near Mohan Ford Servicing Center,

Contact: 9679507419 / 7674070304

TO LET

02 BHK Flat in the Ground Floor (with

Car Parking area) at Old Pahadgaon

(Near Minnie Bay Junction), Port

Blair. Contact Mob: 9933243970 /

TO LET

1) Two Bedroom, Hall, Kitchen [ 2-BHK],

On Rent Basis at Garacharama - Il Basti,

Near Church of God & Hyundai

Contact No.

+919933250641 / +919434291677

TO LET

One Vacant Commercial Space at 2nd

Floor is available for Rent at Old

Pahargaon, Dollyguni, Near Mahakali

Contact: 9476008544 / 9476008547

TO LET

Garage, New Arun Hospital.

Workshop, 24X7 Water Supply.

Ford, Bhatu Basti, Port Blair.

Garacharma,

9531823408

location with all

9933285093

9933220033 / 9933221151

Haddo.

Contact: Mahira

Mob.

basic

# Assistant Accountant - 02 Nos.

(Experience in Tally & MS Office)

(Two Wheeler License preferred)

# Marketing Executive - 01 No.

#### VACANCY

Front Office Staff- Female Must have:

Good Communication in (Hindi / English) Computer Basic Knowledge Note: Fresher's can also apply.

Salary will be discussed upon interview.

address HOTEL BLULE REGENT DOG SQUAD

Kindly submit us your resume to this

**ROAD AUSTINABAD – 744103** Office Timing 9:00 AM TO 5:00 PM Contact @ 8900904777 / 8900903355

#### **MATRIMONIAL**

DEPONENT

Seeking suitable life partner for 36 yrs. MA Economics, BLIS, 169 cm, Govt Servant employed as LGC under A&N Admin. Father Retired Govt Servant. Girl from local community/ permanent settled in A&N Islands. Prefer graduate working Girl, between 27-32. Early marriage.

**Contact: Bay Island Matrimony** 9734489884

### JOB VACANCY

1. GST Filing Staff

(B.Com. with Knowledge of Tally (Male / Female).

Interested Candidate Contact: **Dweep Engineering Works** Seashore Road, Haddo. Mb. No. 9434288500 / 9679511709

### JOB VACANCY

Accountant – 1 No.

Asstt. Accountant – 1 No. (B.Com. with knowledge of Tally) Salary as per experience. Near LMS Hyundai, Sippighat, Call: 9933242450

For Mohan Automotives Private Limited

### **WANTED**

A Barber for newly open Saloon & Spa, accommodation and Handsome Salary.

Contact: 7811066602 / 9531894790

### **HOME SERVICE**

Machine Microwave Oven, Deep Freeze, etc.

### AC, Refrigeratorator, Washing

Contact: 7695042418 /

7063929534

**HOME SERVICE** 

### AC, Fridge, Washing Machine,

Repairing Fridge, Deep Contact Mob: 8900942650 / 9593464551

#### \*HEAVY DISCOUNT\* 10% TO 25% OFF DADMINITONI

~	DADMINION	~
$\overline{\underline{\mathbf{Y}}}$	RACKETS	$\overline{\underline{Y}}$
<u> </u>	&	<u> </u>
$\frac{\mathbf{v}}{\mathbf{N}}$	APPARELLS	N
E	AVAILABLE AT	E
$\bar{\bar{\mathbf{x}}}$	SPORTS CENTRE	$\bar{\bar{\mathbf{x}}}$
*	ATS Shopping	*
_	Complex,1st Floor,	_
	Garacharma	
	South Andaman	

### TO LET

2 BHK at Haddo near Children Park ground floor for a small family Rs. 8000/- per month. Ph:9531935602 / 7063972731

3 Bedroom rented home Rs.15 thousand, 24 hours water supply with smart Kitchen (Kitchen Chimney) & Inverter near Maruthi Agency House, Garacharma. Contact: 9531860384 / 9531801042

### **FLAT FOR SALE**

BHK Apartment is available in IMFC Building, Teylorabad @ 35,00,000/-

Bank Loan available for **Enquiry Contact Ph:** 9679596532 / 9679596519

43 of 1995.

to apply to

Tuesday

सी.जी.-डी.एल.-अ.-24112023-250253 CG-DL-E-24112023-250253

असाधारण

EXTRAORDINARY भाग II — खण्ड 1 PART II — Section 1 प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं॰ 381 नई दिल्ली, शुक्रवार, नवम्बर 24, 2023/अग्रहायण 3, 1945 (शक) No. 381 NEW DELHI, FRIDAY, NOVEMBER 24, 2023/AGRAHAYANA 3, 1945 (SAKA)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके। Separate paging is given to this Part in order that it may be filed as a separate compilation.

#### MINISTRY OF LAW AND JUSTICE (Legislative Department)

New Delhi, the 24th November, 2023/Agrahayana 3, 1945 (Saka)

#### THE ANDAMAN AND NICOBAR ISLANDS TENANCY REGULATION, 2023

No. 2 of 2023

Promulgated by the President in the Seventy-fourth Year of the Republic of India.

A Regulation to establish a Rent Authority to regulate renting of premises, to protect the interests of landlords and tenants, to provide speedy adjudication mechanism for resolution of disputes and for matters connected therewith or incidental thereto.

In exercise of the powers conferred by article 240 of the Constitution, the President is pleased to promulgate the following Regulation made by her:-

#### CHAPTER I

PRELIMINARY

1. (1) This Regulation may be called the Andaman and Nicobar Islands Tenancy Short title, Regulation, 2023.

commencement

Definitions.

- (2) It extends to the whole of the Union territory of Andaman and Nicobar Islands.
- (3) It shall come into force on such date as the Administrator may, by notification in the Official Gazette, appoint and different dates may be appointed for different provisions of this Regulation and any reference in any such provision to the commencement of this Regulation shall be construed as a reference to the coming into force of that provision.
  - 2. In this Regulation, unless the context otherwise requires,-

(a) "Administration" means the Administration of the Union territory of Andaman and Nicobar Islands:

(b) "Administrator" means the Lieutenant Governor of the Union territory of Andaman and Nicobar Islands appointed by the President under article 239 of the

(c) "force majeure" means a situation of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, affecting the habitation of the tenant in the premises let out on rent;

(d) "landlord", whether called landowner or lessor or by whatever name called, means a person who receives or is entitled to receive, the rent of any premises, on his own account, if such premises were let out to a tenant, and shall include,-

(i) his successor-in-interest; and

Constitution:

- (ii) a trustee or guardian or receiver receiving rent for any premises or is entitled to so receive, on account of or on behalf of or for, the benefit of any other person such as minor or person of unsound mind who is not eligible to enter into a contract;
- (e) "local authority" means a Village Panchayat or Panchayat Samiti or Zila Parishad or a Municipal Corporation or a Municipal Council or a Nagar Panchayat or a Planning or Development Authority, by whatever name called, or the Cantonment Board, or a civil area committee appointed under section 47 of the Cantonment Act, 2006 or such other body entitled to function as a local authority in any city or town, constituted under any law for the time being in force in the Union territory of Andaman and Nicobar Islands;
- (f) "notification" means a notification published in the Official Gazette of the Union territory of Andaman and Nicobar Islands;
- (g) "premises" means any building or part of a building which is, or is intended to be, let out on rent for the purpose of residential or commercial use except for hotel, lodging house, dharamshala, inn and for industrial use and includes-
  - (i) garden, garage or closed parking area, vacant land, grounds and out-houses, if any, appertaining to such building or part of the building; and
  - (ii) any fitting to such building or part of the building for the more beneficial enjoyment thereof;
- (h) "prescribed" means prescribed by rules made by the Administrator under
- (i) "property manager" means a person or any legal entity including rental agent who is authorised by the landlord to manage the premises and who represents the landlord in his dealings with the tenant;
- (j) "rental agent" means any person, who negotiates or acts on behalf of landlord or tenant or both in a transaction of renting of any premises and receives remuneration or fees or any other charges for his services whether as a commission or otherwise and includes a person who introduces, through any medium, prospective landlord and tenant to each other for negotiation for renting of premises and includes property dealers, brokers or middlemen, by whatever name called;
- (k) "Rent Authority" means an officer appointed as Rent Authority under section 30;
  - (1) "Rent Court" means an officer appointed as Rent Court under section 33;
- (m) "Rent payable" in relation to any premises, means the rent as specified in sub-section (1) of section 8;
- (n) "Rent Tribunal" means an officer appointed as Rent Tribunal under section 34;
  - (a) "Schedule" means the Schedules annexed to this Regulation:
  - (p) "sub-tenant" means a person to whom the tenant sub-lets whole or part of the premises held by him or transfers or assigns his rights accrued under the tenancy agreement or a supplementary agreement to the existing tenancy agreement;
  - (q) "supplementary agreement" means an agreement to the existing tenancy agreement executed between the landlord and the tenant on matters referred to in sub-section (1) of section 7;
  - (r) "tenant", whether called lessee or by any other name, means a person by whom or on whose account or on behalf of whom, the rent of any premises is payable to the landlord under a tenancy agreement and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Regulation, but shall not include any person against whom any order or decree for eviction has been made.

3. (1) Nothing contained in this Regulation shall apply to any,-

(a) premises owned or promoted by the Central Government or the Administration certain or local authority or a government undertaking or enterprise or a statutory body or the Cantonment Board:

(b) premises owned by a company, the University or organisation given on rent to its employees as part of service contract;

(c) premises owned by religious or charitable institutions as may be specified, by notification by the Administrator;

(d) premises owned by Waqf registered under the provisions of the Waqf Act, 1995 or by any trust registered under any other law, relating to public trust, for the time being in force in the Union territory of Andaman and Nicobar Islands;

- (e) other building or category of buildings specifically exempted in public interest by notification by the Administrator.
- (2) Notwithstanding anything contained in sub-section (1), if the owner and the tenant of the premises referred to in clauses (a) to (e) of the said sub-section agrees that the tenancy agreement entered into between such landlord and tenant be regulated under the provisions of this Regulation, such landlord may inform the Rent Authority about the agreement to do so at the time of information of the tenancy agreement under section 4.

#### CHAPTER II

#### TENANCY

4. (1) Notwithstanding anything contained in this Regulation or any other law for the Tenancy time being in force in the Union territory of Andaman and Nicobar Islands, no person shall, agreement after the commencement of this Regulation, let out or take on rent any premises except by an agreement in writing the information of which shall be given to the Rent Authority, by the landlord and tenant jointly, in the Form specified in the First Schedule within a period of two months from the date of such tenancy agreement.

(2) If the term of the agreement referred to in sub-section (1), exceeds eleven months, then such agreements shall be registered under the provisions of the Registration Act, 1908.

- (3) Where the landlord and the tenant fail to jointly inform the execution of the tenancy agreement referred to in sub-section (1), the landlord and tenant shall separately inform the execution of such tenancy agreement to the Rent Authority within a period of one month from the date of expiry of the period referred to in sub-section (1).
- (4) The Rent Authority may, within a period of three months from the date of its appointment, put in place a digital platform in the local vernacular language or the language of the Union territory of Andaman and Nicobar Islands for enabling submissions of document in such form and manner as may be prescribed.
- (5) The Rent Authority may, after receiving information about the execution of tenancy agreement along with the copy of the agreement and the documents specified in
  - (a) provide a unique identification number to the parties; and
  - (b) upload details of the tenancy agreement on its website in the local vernacular language or the language of the Union territory of Andaman and Nicobar Islands,

within a period of seven working days from the date of receipt of such information, in such manner along with such documents as may be prescribed.

- (6) The terms of authorisation of the property manager, if any, appointed by the landlord to deal with the tenant shall be such as agreed to by the landlord and tenant in that behalf in
- (7) The information provided under sub-sections (1), (2) and (3) shall be conclusive proof of the facts relating to tenancy and matters connected therewith, and in the absence of any statement of information, the landlord and the tenant shall not be entitled to any relief under the provisions of this Regulation.
- 5. (1) Every tenancy entered into after the date of commencement of this Regulation shall be valid for a period as agreed upon between the landlord and the tenant and as specified in the tenancy agreement.
- (2) The tenant may request the landlord for renewal or extension of the tenancy, within the period agreed to in the tenancy agreement, and if agreeable to the landlord, may enter into a new tenancy agreement with the landlord on mutually agreed terms and conditions.
- (3) Where a tenancy for a fixed term ends and has not been renewed or the tenant fails to vacate the premises at the end of such tenancy, then such tenant shall be liable to pay such enhanced rent to the landlord as may be provided in the tenancy agreement.
- (4) Notwithstanding anything contained in this section, if the term of tenancy expires at a time when the locality where the premises let out on rent is situated is affected by any disastrous event of force majeure, then, subject to requisition by the tenant, the landlord shall allow the tenant to continue in possession of the said premises till a period of one month from the date of cessation of such disastrous event on the same terms and conditions of the tenancy agreement already entered into.

Rights and obligations of case of death.

Period of

6. The terms of agreement executed between landlord and tenant, shall be binding upon their successors in the event of the death of the landlord or tenant, and in such case, the successors of the deceased landlord or tenant shall have the same rights and obligations as agreed to in the tenancy agreement for the remaining period of such tenancy.

Restriction on ub-letting.

41 of 2006

into a supplementary agreement to the existing tenancy agreement,-

7. (1) After the commencement of this Regulation, no tenant shall, except by entering

- (a) sub-let whole or part of the premises held by him as a tenant; and (b) transfer or assign his rights in the tenancy agreement or any part thereof.
- (2) Where the premises is sub-let upon entering into a supplementary agreement to the existing tenancy agreement as referred to in sub-section (1), the landlord and the tenant shall jointly submit such agreement to the Rent Authority in the Form specified in the First Schedule within a period of two months from the date of such agreement.
- (3) If the term of the agreement referred to in sub-section (1) exceeds eleven months, then such agreement shall be registered under the provisions of the Registration Act, 1908.

16 of 1908

#### CHAPTER III RENT

**8.** (1) The rent payable in respect of a premises shall be the rent agreed to between the Rent payable. landlord and the tenant in accordance with the terms of the tenancy agreement.

(2) All rent, deposits and other charges payable shall be made by either bank deposit, electronic transfer, cheque, demand draft, postal money order or such other method as may be prescribed, which can be verified by the Rent Authority, the Rent Court, the Rent Tribunal and such other authority as may be prescribed.

9. (1) The revision of rent between the landlord and the tenant shall be in accordance Revision of with the terms of the tenancy agreement.

(2) Where, after the commencement of tenancy, the landlord has entered into an agreement in writing with the tenant prior to the commencement of the work and has incurred expenditure for carrying out improvement, addition or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out under section 15, the landlord may increase the rent of the premises by an amount as agreed to between the landlord and the tenant, and such increase in rent shall become effective within one month after the completion of such work.

 In case of any dispute between the landlord and tenant regarding revision of rent, Rent the Rent Authority may, on an application made by the landlord or tenant, determine the revised rent and other charges payable by the tenant and also fix the date from which such revised rent becomes payable.

Authority to determine revised rent in case of dispute.

Security

11. (1) The security deposit to be paid by the tenant in advance shall be such as may be agreed upon between the landlord and the tenant in the tenancy agreement, which shall,-

(a) not exceed two months' rent, in case of residential premises; and

(b) not exceed six months' rent, in case of non-residential premises.

(2) The security deposit shall be refunded to the tenant on the date of taking over vacant possession of the premises from the tenant, after making due deduction of any liability of the tenant.

(Contd. on page 04)

Contd. from page 03)

#### CHAPTER IV

RIGHTS AND OBLIGATIONS OF LANDLORD AND TENANT

12. The tenancy agreement shall be signed in duplicate by both the landlord and Original tenant, and each one of such original signed tenancy agreement shall be retained by the

be retained by landlord and tenant.

Rent and

other charges

payable and

Withholding

possession of

16 of 1908

supply or

receipt for

payment

13. (1) Every tenant shall pay rent and other charges payable within such period as agreed to in the tenancy agreement.

(2) Every landlord or his property manager shall, on receipt of payment towards rent and other charges payable within the period stipulated in the tenancy agreement from the tenant, provide forthwith against acknowledgement, a duly signed receipt for the amount received by him.

(3) Where the payment of rent or other charges is made by the tenant to the landlord through the electronic mode, the bank acknowledgement thereof shall be conclusive proof of such payment.

**14.** (1) Where the landlord refuses to accept any rent and other charges payable or Deposit of refuses to give a receipt, the rent and other charges shall be paid to the landlord by postal

money order or any other method, in such manner as may be prescribed, consecutively for two months, and if the landlord refuses to accept the rent and other charges within such period, then the tenant may deposit the same with the Rent Authority in such manner as may be prescribed.

(2) Where the tenant is unable to decide to whom the rent is payable during the period of tenancy agreement, the tenant may, in such case, deposit the rent with the Rent Authority in such manner as may be prescribed.

(3) Where the rent is deposited under sub-section (1) or sub-section (2), the Rent Authority shall enquire the case as to whom the rent is payable and pass orders as it may deem fit on the basis of the facts of the case.

(4) The withdrawal of rent and other charges payable, deposited under sub-section (1) or sub-section (2), shall not by itself operate as an admission against the landlord or any other claim made by the tenant, if the landlord withdraws it to the extent of rent agreed upon under the tenancy agreement.

15. (1) Notwithstanding any agreement in writing to the contrary, the landlord and the Repair and mantenance tenant shall keep the premises in as good a condition as at the commencement of the tenancy of property. except for normal wear and tear, and shall respectively be responsible to repair and maintain

> (2) In case of common facilities shared among the tenants or with the landlord, the respective responsibilities of the tenant and landlord to repair and maintain those facilities shall be such as may be specified in the tenancy agreement.

> the said premises as specified in the Second Schedule or as agreed to in the tenancy agreement.

(3) If the tenant fails or refuses to carry out the repairs referred to in sub-section (1) or sub-section (2), the landlord may carry out the repairs or remove the additional structure erected by tenant without the consent of tenant and deduct the amount incurred for such repairs or removal from the security deposit and the amount so deducted shall be paid by the tenant within a period of one month of issue of notice by the landlord in that regard.

(4) If the cost for the repairs referred to in sub-section (1) or sub-section (2) exceed the security deposit, the tenant shall be liable to pay the excess cost including the security deposit so deducted to the landlord within a period of one month of the issue of notice by the landlord in that regard.

(5) In case the landlord refuses to carry out the repairs referred to in sub-section (1) or sub-section (2), the tenant may carry out such repairs and deduct the expenditure incurred towards the same from the rent to be paid for the succeeding months:

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

(6) Where the premises is uninhabitable without the repairs and the landlord refuses to carry out the required repairs, after being called upon by the tenant in writing to do so, the tenant may abandon the premises after giving the landlord fifteen days' notice in writing.

(7) Where the premises let out on rent becomes uninhabitable for the tenant due to an event of force majeure or the tenant is unable to reside due to occurrence of such event, the landlord shall not charge rent from the tenant until the said premises is restored by the landlord, subject to the provisions of this section, to be inhabitable.

(8) Where the rented premises becomes uninhabitable as specified in sub-section (6) or sub-section (7) and the landlord fails to carry out the required repairs to make it inhabitable or the said premises could not be made inhabitable, then, the security deposit and advance rent shall be refunded by the landlord to the tenant within a period of fifteen days of the expiry of the notice period, after making due deduction of liability of the tenant, if any.

**16.** During the existence of tenancy, the tenant shall,—

look after (a) not intentionally or negligently damage the premises or permit such damage; premises.

(b) inform in writing the landlord of any damage; and

(c) take reasonable care of the premises and its contents including fitting and fixtures and keep it reasonably habitable having regard to its condition at the commencement of tenancy and the normal incidence of living.

17. (1) Every landlord or the property manager may enter the premises let out on rent Entry into after serving a notice, in writing or through electronic mode, to the tenant at least twentyfour hours before the time of entry under any of the following circumstances, namely:—

as to property

manager.

(a) to carry out repairs or replacement or to do or to get work done in the

(b) to carry out an inspection of the premises for the purpose of determining whether the premises are in a habitable state; or

(c) for any other reasonable cause for entry specified in the tenancy agreement.

(2) The notice referred to in sub-section (1) shall specify the day, time and reason for entry:

Provided that no person shall enter the premises before sunrise and after sunset:

Provided further that nothing contained in this section shall prevent the landlord from entering into the premises let out on rent without prior notice to the tenant in case of emergent situations like war, flood, fire, cyclone, earthquake or any other natural calamity, which may affect that premises.

18. In case the landlord has engaged a property manager, the landlord shall provide Information the following information to the tenant, namely:-

(a) name of the property manager;

(b) proof that such property manager has been authorised by the landlord;

(c) specific purposes for which the property manager has been authorised by the landlord and the period of such authorisation; and

(d) if the property manager is a legal entity, the name of the entity and the person authorised in this behalf by that legal entity who may be contacted in relation to the tenancy agreement.

**19.** (1) The duties of the property manager shall include the following, namely:—

(a) to collect rent against receipt;

(b) to do essential repairs on behalf of the landlord;

(c) to inspect the premises from time to time;

(d) to give notices to tenant for,—

(i) proper maintenance of the premises;

(ii) delay in payment of rent;

(iii) revision of rent;

(iv) vacation of premises; and

(v) renewal of tenancy;

(e) to help in resolution of disputes among tenants and between the landlord and tenant; and

(f) any other matters relating to tenancy to be acted upon only on the instructions of the landlord.

(2) Where the property manager acts, in contravention of the provisions of sub-section (1) or against the instructions of the landlord, the Rent Authority may, on an application made to it by the landlord or tenant in that behalf, remove the property manager or impose such costs on the property manager so as to compensate any loss incurred by the landlord or tenant due to such contravention.

20. (1) No landlord or property manager shall, either by himself or through any other person, withhold any essential supply or service in the premises occupied by the tenant.

(2) In case of contravention of provisions of sub-section (1) and on application made by the tenant in this behalf, the Rent Authority after examining the matter, may pass an interim order directing the restoration of supply of essential services immediately on service of such order upon the landlord or property manager, pending the enquiry referred to in

(3) The Rent Authority shall conduct an enquiry in respect of the application made by the tenant under sub-section (2), and complete the enquiry within one month of filing such application.

(4) Any such enquiry or its outcome as refferred to in sub-section (3) shall not affect the terms of the tenancy agreement or the period of tenancy as mentioned in sections 4 and 5.

(5) The Rent Authority may, after giving an opportunity of being heard, award a compensation not exceeding two months' rent to be paid by the person responsible for withholding the essential supply, so as to compensate the loss incurred.

(6) The Rent Authority may levy a penalty of a sum not exceeding twice the monthly rent to the tenant, if it finds that the application was frivolous or vexatious.

(7) For the purposes of this section, the term "essential services" includes supply of water, electricity, piped cooking gas supply, lights in passages, lifts and on staircase, conservancy, parking, communication links, sanitary services and security fixtures and features

#### CHAPTER V

EVICTION AND RECOVERY OF POSSESSION OF PREMISES BY LANDLORD

21. (1) A tenant shall not be evicted during the continuance of tenancy agreement unless otherwise agreed to in writing by the landlord and tenant, except in accordance with the provisions of sub-section (2) or in accordance with the provisions of section 22.

(2) The Rent Court may, on an application made to it by the landlord in such manner as may be prescribed, make an order for eviction and recovery of possession of the premises on one or more of the following grounds, namely:-

(a) that the tenant does not agree to pay the rent payable under sub-section (1)

(b) that the tenant has not paid the arrears of rent and other charges payable in full as specified in sub-section (1) of section 13 for two consecutive months, including interest for delayed payment as may be specified in the tenancy agreement within a period of one month from the date of service of notice of demand, for payment of such arrears of rent and other charges payable to the landlord, in the manner provided in sub-section (4) of section 106 of the Transfer of Property Act, 1882;

(c) that the tenant has, after the commencement of this Regulation, parted with the possession of whole or any part of the premises without obtaining the written consent of the landlord;

(d) that the tenant has continued to misuse the premises even after receipt of notice from the landlord to desist from such misuse:

(e) where it is necessary for the landlord to carry out any repair or construction or rebuilding or addition or alteration or demolition in respect of the premises or any part thereof, which is not possible to be carried out without the premises being vacated:

Provided that after such repair, construction, rebuilding, addition or alteration, the tenant may be allowed to reoccupy the premises only when it has been mutually agreed to between the landlord and the tenant and a new tenancy agreement has been submitted with the Rent Authority and if the term of such agreement exceeds eleven months, then such agreement shall be registered under the provisions of the Registration

Provided further that the tenant shall not be allowed to reoccupy the premises,—

(i) in the absence of submission of such mutual tenancy agreement with the Rent Authority; and

(ii) in cases where the tenant has been evicted under the orders of a Rent Court:

(f) that the premises or any part thereof is required by the landlord for carrying out any repairs, construction, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use by the competent authority;

(g) that the tenant has given written notice to vacate the premises let out on rent and in consequence of that notice, the landlord has contracted to sell the said premises or has taken any other step, as a result of which his interests would seriously suffer if he is not put in possession of that premises; and

(h) that the tenant has carried out any structural change or erected any permanent structure in the premises let out on rent without the written consent of the landlord.

(3) No order for eviction of the tenant on account of failure to pay the rent specified in clause (b) of sub-section (2) shall be made, if the tenant makes payment to the landlord or deposits with the Rent Court the arrears of rent and other charges payable, if any, including interest within one month from the date of service of the said demand notice upon him.

(4) Where the tenant fails to pay rent consecutively for two months subsequent to the grant of the relief specified in sub-section (3) in any one year, then the tenant shall not be entitled to such relief again.

(5) In any proceedings for eviction under clause (e) of sub-section (2), the Rent Court may allow eviction from only a part of the premises, if the landlord agrees for the same.

(6) For the purposes of this section, the expressions,—

(i) "competent authority" means any Authority which provides permission on matters relating to repair or redevelopment or demolition of building or permission for change in land use; and

(ii) "misuse the premises" means encroachment of additional space by the tenant or use of premises which causes public nuisance or causes damage to the property or is detrimental to the interest of the landlord or for immoral or illegal purposes.

22. (1) Notwithstanding anything contained in this Regulation or any other law for the Eviction and time being in force in the Union territory of Andaman and Nicobar Islands, in case of death recovery of of the landlord, where there is a bona-fide requirement of the premises let out on rent by the possession of legal heirs of the landlord during the period of tenancy, such legal heirs may file an application in this behalf for eviction and recovery of possession of the said premises before the Rent of landlord. Court in such form and manner, as may be prescribed.

(2) The Rent Court may, on an application made to it under sub-section (1), if it is satisfied that the legal heirs of the deceased landlord are in bona-fide requirement of the premises let out on rent, pass necessary orders against the tenant for handing over vacant possession of the said premises to the legal heirs of the deceased landlord.

(Contd. on page 05)

4 of 1882.

Duties of

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Powers of Rent Court

45 of 1860.

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and Rent

(Contd. from page 04)

Enhancement of rent in case of refusal by tenant to vacate.

23. Where the tenant fails to vacate the premises let out on rent in accordance with the tenancy agreement on the expiration of the period of tenancy or termination of tenancy by an order or notice under the provisions of this Regulation, such tenant shall be liable to pay the landlord twice the monthly rent for the first two months and four times the monthly rent thereafter till the tenant continues to occupy the said premises.

Refund of advance rent by landlord.

- 24. (1) Where a landlord exercises the right of recovery of possession under sub-section (2) of section 21 or under section 22, and he had received any rent or any other payment in advance from the tenant, he shall before recovery of possession, refund to the tenant such amount after deducting the rent and other charges due to him.
- (2) If the landlord fails to make any refund, he shall be liable to pay simple interest to the tenant at such rate as may be prescribed from time to time on the amount which he has omitted or failed to refund.

Payment of rent during eviction proceedings.

25. In any proceedings for recovery of possession on any ground other than that referred to in clause (a) or clause (b) of sub-section (2) of section 21, where the tenant contests the claim for eviction, the landlord may at any stage of the proceedings apply to the Rent Court to direct the tenant to pay him the rent payable, as under sub-section (1) of section 8, and the Rent Court may order the tenant to make such payment and all other charges due from the tenant alongwith penal charges, if any, due to delay in payment, in accordance with the provisions of this Regulation.

Permission to build additional structures.

Special provision

regarding

vacant land

- **26.** (1) The tenant shall not carry out any structural change or erect any permanent structure in the premises let out on rent without the written consent of the landlord.
- (2) In case of any additional structures which were made or erected in the premises by the tenant without the written consent of the landlord, it shall be the responsibility of such tenant to remove such additional structures.
- (3) Where the landlord proposes to make any improvement in or construct any additional structure on any premises which has been let out to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure, the landlord may make an application in this behalf to the Rent Court.
- (4) On an application made by the landlord under sub-section (3), if the Rent Court is satisfied that the landlord is ready and willing to commence the work which is necessary, it may permit the landlord to do such work and may make such other order as it may deem fit:

Provided that such improvement or additional structure shall not decrease or diminish or deteriorate the accommodation or housing services in the premises which may cause undue hardship to the tenant.

27. (1) Notwithstanding anything contained in section 21 or section 22, where any premises let out for rent comprises vacant land, upon which it is permissible under the municipal bye-laws for the time being in force to erect any building whether for residential or for any other purpose, and the landlord who intends to erect such building is unable to obtain possession of the same from the tenant on the basis of the tenancy agreement, the landlord or, in case of death of the landlord, his legal heirs, may file an application in this behalf, in such form and manner as may be prescribed, before the Rent Court.

(2) The Rent Court may, on receipt of the application referred to in sub-section (1), if it is satisfied that the landlord is or, as the case may be, his legal heirs are ready and willing to commence the work and that the severance of the vacant land from the rest of the premises shall not cause undue hardship to the tenant,-

- (a) direct such severance after such enquiry as it may deem fit;
- (b) place the landlord in possession of the vacant land;
- (c) determine the rent payable by the tenant in respect of the rest of the premises; and
- (d) make such other orders as it may deem fit in the circumstances of the case.

28. Notwithstanding anything contained in any other law for the time being in force in Vacant the Union territory of Andaman and Nicobar Islands, where the interest of a landlord or in possession to case of death of the landlord, of his legal heirs in any premises is determined for any reason whatsoever and any order is made by the Rent Court under this Regulation for the recovery of possession of such premises, such order shall, subject to the provisions of sub-section (3) of section 21, be binding on all occupants who may be in occupation of the premises and vacant possession thereof shall be given by all such occupants to the landlord or to the legal heirs of the landlord.

29. Notwithstanding anything contained in any other law for the time being in force in Provisions the Union territory of Andaman and Nicobar Islands, a tenant may give up possession of the regarding premises on giving such written notice as is required under the tenancy agreement and in the notice of absence of any stipulation relating to such notice, the tenant shall give notice to the landlord at least one month before giving up possession of the premises.

possession by

Authority.

be followed in

Rent Court

Tribunal

Execution of

Officers and

employees of

Authority, Rent Court

and Rent

Tribunal.

other

### CHAPTER VI

RENT AUTHORITIES, THEIR POWERS AND APPEALS

30. The District Collector or the District Magistrate shall, with the previous approval Rent of the Administrator, appoint an officer, not below the rank of Deputy Collector, to be the Rent Authority within his jurisdiction.

31. The Rent Authority shall have all the powers as are vested in the Rent Court under Power and this Regulation and the procedure as laid down in sections 35 and 36 shall also be applicable procedure of

to it. 32. Any person aggrieved by the order of the Rent Authority may prefer an appeal to Appeals.

the Rent Court having territorial jurisdiction within a period of thirty days from the date of the order of the Rent Authority: Provided that the Rent Court may entertain the appeal after expiry of the said period of

thirty days, if it is satisfied that the appellant was prevented by a sufficient cause from preferring the appeal in time.

### CHAPTER VII

RENT COURTS AND RENT TRIBUNALS

33. The District Collector or the District Magistrate shall, with the previous approval Rent Court. of the Administrator, appoint Additional Collector or Additional District Magistrate or an officer of equivalent rank, well versed in quasi-judicial functions to be the Rent Court for the purposes of this Regulation, within his jurisdiction.

34. The Administrator may, in consultation with the jurisdictional High Court, by Rent Tribunal notification, appoint District Judge or Additional District Judge as the Rent Tribunal in each

35. (1) Save as provided in this section, nothing contained in Procedure to the Code of Civil Procedure, 1908 shall apply to the Rent Courts and the Rent Tribunals, which shall be guided by the principles of natural justice and shall have power to regulate their own procedure in the following manner, namely:-

(a) the landlord or the tenant may file an appeal before the Rent Court or the Rent Tribunal accompanied by an affidavit and documents, if any;

(b) the Rent Court or the Rent Tribunal shall then issue notice to the opposite party, accompanied by copies of appeal, affidavit and documents;

(c) the opposite party shall file a reply accompanied by affidavit and documents, if any, after serving a copy of the same to the applicant;

party; and

(d) the applicant may file a rejoinder, if any, after serving the copy to the opposite

(e) the Rent Court or the Rent Tribunal shall fix a date of hearing and may hold such summary inquiry as it deems necessary.

(2) The Rent Court or the Rent Tribunal, as the case may be, shall endeavour to dispose of the case as expeditiously as possible, not exceeding a period of sixty days from the date of receipt of the appeal:

Provided that where any such appeal could not be disposed of within the said period of sixty days, the Rent Court or the Rent Tribunal shall record its reasons in writing for not disposing of the appeal within that period.

(3) In every appeal, before the Rent Court or the Rent Tribunal, the evidence of a witness shall be given by affidavit:

Provided that the Rent Court or the Rent Tribunal may, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination, order attendance of such witness to be present for examination or cross-examination.

(4) The provisions of the Code of Civil Procedure, 1908 regarding service of summons shall be applicable mutatis mutandis for service of notice by the Rent Court or the Rent Tribunal.

(5) Every appeal before the Rent Court or the Rent Tribunal shall be in such form and manner as may be prescribed.

(6) The Rent Authority or the Rent Court or the Rent Tribunal shall not allow more than three adjournments at the request of a party throughout the proceedings and in case of reasonable and sufficient cause to do so, it shall record the reasons for the same in writing and order the party requesting adjournment to pay a reasonable cost.

(7) Every application under clauses (a), (b), (e), (f) and (g) of sub-section (2) of section 21 or under section 22 shall be decided within ninety days from the date of filing of such application in the Rent Court.

(8) The Rent Court shall decide every application filed under clauses (c) and (d) of sub-section (2) of section 21 within a period of thirty days from the date of filing of such application.

36. (1) The Rent Court and the Rent Tribunal shall, while discharging their functions under this Regulation, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 for the purposes of,-

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of documents;

(c) issuing Commissions for examination of the witnesses or documents;

(d) issuing Commission for local investigation;

(e) receiving evidence on affidavits; (f) dismissing an appeal for default or deciding it exparte;

(g) setting aside any order of dismissal of any appeal for default or any other order passed by it exparte;

(h) execution of its orders and decisions under this Regulation without reference to any civil court:

(i) reviewing its orders and decisions;

(j) revision of orders and decisions of the Rent Authority and the Rent Court; and

(k) any other matter, which may be prescribed.

(2) Any proceedings before the Rent Court or Rent Tribunal shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228, and for the purpose of section 196 of the Indian Penal Code; and the Rent Court and the Rent Tribunal shall be deemed to be a civil court for the purposes of section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973.

(3) For the purposes of holding any inquiry or discharging any duty under this Regulation, the Rent Court may,-

(a) after giving not less than twenty-four hours' notice in writing, enter and inspect or authorise any officer, sub-ordinate to it, to enter and inspect, any premises at any time between sunrise and sunset; and

(b) by written order, require any person to produce for its inspection such books or documents relevant to the inquiry, at such time and at such place as may be specified

(4) The Rent Court may, if it thinks fit, appoint one or more persons having special knowledge of the matter under consideration as an assessor or valuer to advise it in the proceedings before it.

(5) Any clerical or arithmetical mistake in any order passed by the Rent Court or any other error arising out of any accidental omission may, at any time, be corrected by the Rent Court on an application received by it in this behalf from any of the parties or otherwise.

(6) An order made by a Rent Court or an order passed in appeal or revision, or review under this Chapter shall be executable by the Rent Court as a decree of a civil court and for this purpose, the Rent Court shall have the same powers of a civil court.

(7) The Rent Court may set aside any order passed ex parte, if the aggrieved party files an application and satisfies it that notice was not duly served or that he was prevented by any sufficient cause from appearing when the case was taken up for hearing.

(8) Save as otherwise provided in this Regulation, every order made by the Rent Court shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceedings.

37. (1) Any person aggrieved by an order passed by the Rent Court, may prefer an Appeal to appeal along with a certified copy of such order to the jurisdictional Rent Tribunal within the local limits of which the premises is situated, within a period of thirty days from the date of

5 of 1908

5 of 1908

Provided that the Rent Tribunal may entertain the appeal after expiry of the said period of thirty days, if it is satisfied that the appellant was prevented by a sufficient cause from preferring the appeal in time.

(2) The Rent Tribunal, upon filing an appeal under sub-section (1) shall serve notice, along with a copy of appeal to the respondent and fix a hearing not later than thirty days from the date of service of notice of such appeal on the respondent and the same shall be disposed of within a period of sixty days from such date of service.

(3) Where the Rent Tribunal considers it necessary in the interest of arriving at a just and proper decision, it may allow documents at any stage of the proceedings in appeal:

Provided that no such document shall be allowed more than once during the hearing.

(4) The Rent Tribunal may, in its discretion, pass such interlocutory order during the pendency of the appeal, as it may deem fit.

(5) While deciding the appeal, the Rent Tribunal may, after recording reasons therefor, confirm, set aside or modify the order passed by a Rent Court.

38. (1) The Rent Court shall, on an application filed by any party, execute an order of a Rent Court or a Rent Tribunal or any other order made under this Regulation, in such manner as may be prescribed, by-

(a) delivering possession of the premises to the person in whose favour the decision has been made;

(b) attaching one or more bank accounts of the opposite party for the purpose of recovering the amount specified in such order; and

(c) appointing any advocate or any other competent person including officers of the Rent Court or local administration or local body for the execution of such order.

(2) The Rent Court may seek assistance from the Local Government or local body or the local police during execution of the final orders:

Provided that no applicant shall obtain police help unless he pays such costs as may be decided by the Rent Court.

(3) The Rent Court shall conduct the execution proceedings, in relation to its order or an order of a Rent Tribunal or any other order passed under this Regulation, in a summary manner and dispose of the application for execution made under this section within a period of thirty days from the date of service of notice on opposite party.

### CHAPTER VIII

### MISCELLANEOUS

**39.** (1) The Administrator may, in consultation with the Rent Authority or the Rent Court or Rent Tribunal, determine the nature and categories of officers and other employees as it considers necessary and appoint such officers and other employees for the efficient discharge of their functions under this Regulation.

(2) The method of appointment of officers and employees and the terms and conditions of their service shall be such as may be prescribed.

(Contd. on page 06)

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#### **Daily Telegrams** Tuesday July 02, 2024 Contd. from page 05) Name(s) and address of the tenant, including e-mail 40. (1) Save as otherwise provided in this Regulation, no civil court shall entertain any Jurisdiction of civil courts suit or proceeding in so far as it relates to the provisions of this Regulation. and contact details parred in respect of (2) The jurisdiction of the Rent Court shall be limited to tenancy agreement submitted Description of previous tenancy, if any certain to it as specified in the First Schedule and shall not extend to the question of title or ownership matters. Description of premises let out to the tenant including 41. (1) The provisions of the Court Fees Act, 1870 shall apply in respect of applications 7 of 1870. Court fees. or appeals to be presented before the Rent Authority or the Rent Court or the Rent Tribunal, appurtenant land, if any as the case may be. Date from which possession is given to the tenant (2) For the purposes of computation of court fees, the application for recovery of possession made to the Rent Court and the memorandum of appeals presented before the Rent Tribunal, shall be deemed to be a suit between the landlord and the tenant. Rent payable as in sub-section (1) of section 8 (3) The court fees for the application filed before the Rent Authority shall be same as that of an interlocutory application presented in a civil court. Furniture and other equipment provided to the tenant 42. Every member of Rent Authority, Rent Court and Rent Tribunal appointed under Members, etc., to be public this Regulation shall be deemed to be a public servant within the meaning of section 21 of Other charges payable servants. 43. No suit, prosecution or other legal proceeding shall lie against any person, Rent Protection of (a) electricity action taken in Authority, Rent Court or Rent Tribunal in respect of anything which is in good faith done or good faith. intended to be done in pursuance of this Regulation. (b) water 44. Save as otherwise provided, the provisions of this Regulation shall be in addition Regulation in addition to to and not in derogation of any other law for the time being in force in the Union territory of (c) extra furnishing, fittings and fixtures, and and not in Andaman and Nicobar Islands. derogation of any other law. (d) other services **45.** (1) The Administrator may, subject to the condition of previous publication, make Power to 10. Attach rent or lease or tenancy agreement rules not inconsistent with the provisions of this Regulation for carrying out the purposes of this Regulation. 11. Duration of tenancy (Period for which let out) (2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:— Permanent Account Number (PAN) of landlord (a) the form and manner for submission of documents under sub-section (4) of section 4; Aadhaar number of landlord (b) the manner of providing of unique identification number and uploading details of the tenancy agreement by the Rent Authority and with such documents 14. Mobile Number and e-mail id of landlord (if available) under sub-section (5) of section 4; 15. Permanent Account Number (PAN) of tenant (c) the method of payment of rent, deposits and other charges and the mode of verification of the same by the authority under sub-section (2) of section 8; Aadhaar number of tenant (d) the manner of payment of rent and other charges and the manner of deposit of rent and other charges, if the landlord refuses to accept the rent and other charges 17. Mobile Number and e-mail id of tenant under sub-section (1) of section 14; 18. Permanent Account Number (PAN) of Property (e) the manner of depositing of rent by the tenant with the Rent Authority under Manager (if any) sub-section (2) of section 14; (f) the manner of making an application to the Rent Court by the landlord under 19. Aadhaar number of Property Manager (if any) sub-section (2) of section 21; (g) the form and manner of filing an application by the legal heirs of the deceased 20. Mobile Number and e-mail id of Property Manager landlord for eviction and recovery of the possession under sub-section (I) of (if any) section 22; (h) the rate of interest to be payable by the landlord to the tenant in case such landlord fails to make any refund under sub-section (2) of section 24; Name and signature of landlord Name and signature of tenant (i) the form and manner of filing an application by the landlord or his legal heirs in case the landlord is unable to obtain the possession from tenant for erection of buildings under sub-section (1) of section 27; Photograph of Photograph of (j) the form and manner of filing an appeal before the Rent Court under landlord tenant sub-section (5) of section 35; (k) the powers to be exercised by the Rent Court on any other matter under clause (k) of sub-section (1) of section 36; (1) the manner of execution of an order issued by a Rent Court or Rent Tribunal under sub-section (1) of section 38; Enclosed: (m) the method of appointment of officers and employees to the Rent Authority Rent Court and Rent Tribunal and the terms and conditions of their service under Tenancy Agreement. sub-section (2) of section 39; and 2. Self-attested copies of PAN and Aadhaar of landlord. (n) any other matters which is required to be, or may be, prescribed or in respect of which provision is to be made, by rules. 3. Self-attested copies of PAN and Aadhaar of tenant. **46.** Every rule made under this Regulation shall be laid, as soon as may be after it is Laying of THE SECOND SCHEDULE made, before each House of Parliament, while it is in session, for a total period of thirty days rules. [See section 15(1)] which may be comprised in one session or in two or more successive sessions, and if, before DIVISION OF MAINTENANCE RESPONSIBILITY BETWEEN the expiry of the session immediately following the session or the successive sessions THE LANDLORD AND THE TENANTS aforesaid, both Houses agree for making any modification in the rule or both Houses agree Unless otherwise agreed in the tenancy agreement, the landlord shall be responsible for that the rule should not be made, the rule shall thereafter have effect only in such modified repairs relating to matters falling under Part A and the tenant shall be responsible for matters form or be of no effect, as the case may be; so, however, that any such modification or falling under Part B. annulment shall be without prejudice to the validity of anything previously done under that PARTA **47.** (1) If any difficulty arises in giving effect to the provisions of this Regulation, the Power to Responsibilities of the Landlord Administrator may, by order published in the Official Gazette, not inconsistent with the remove 1. Structural repairs except those necessitated by damage caused by the tenant. difficulties provisions of this Regulation, remove the difficulty. 2. Whitewashing of walls and painting of doors and windows. (2) No order as referred to in sub-section (1) shall be made after the expiry of a period 3. Changing and plumbing pipes when necessary. of two years from the date of commencement of this Regulation. 4. Internal and external electrical wiring and related maintenance when necessary. (3) Every order made under this section shall be laid, as soon as may be after it is made, before each House of Parliament. PARTB Repeal and 48. (1) The Andaman and Nicobar Islands Rent Control Regulation, 1964 is hereby Reg. 7 of 1964. Periodic repairs to be got done by the tenant repealed. Changing of tap washers and taps. (2) Notwithstanding such repeal, all cases and other proceedings under the Andaman 2. Drain cleaning. and Nicobar Islands Rent Control Regulation, 1964, at the commencement of this Regulation, Reg. 7 of 1964. 3. Water closet repairs. shall be continued and disposed of in accordance with the provisions of the Andaman and Wash Basin repairs. Nicobar Islands Rent Control Regulation, 1964, as if that Regulation had continued to be in force and this Regulation had not been promulgated. 5. Bath tub repairs. (3) The mention of particular matters referred to in sub-section (2) shall not be held to Geyser repairs. prejudice or affect the general application of section 6 of the General Clauses Act, 1897 with 10 of 1897. Circuit breaker repairs. regard to the effect of repeal. Switches and socket repairs. 9. Repairs and replacement of electrical equipment except major internal and external THE FIRST SCHEDULE wiring changes. [See section 4(1)] 10. Kitchen fixtures repairs. 11. Replacement of knobs and locks of doors, cupboard, windows, etc. FORM FOR INFORMATION OF TENANCY/SUB-TENANCY 12. Replacement of fly-nets. To 13. Replacement of glass panels in windows, doors, etc. 14. Maintenance of gardens and open spaces let out to or used by the tenant. The Rent Authority \_\_\_\_ DROUPADI MURMU, (Address) President.

S.K.G RAHATE,

Secretary to the Govt. of India.

Name and address of the landlord

Name and address of the Property Manager (if any)

#### TO LET

1 No. RCC Building Near CARI Gate, Bhatubasti, fully tiled, 24 hours Water Supply, 2nd Floor. Contact No. 9474219471

#### TO LET

01 No. 03 BHK RCC Room at First Floor for Rent at Panipath Road Near Coast Guard with Car Parking. Contact No: 9434260164 / 9933216535

#### TO LET

1) One 2 BHK Flat on 1st Floor, Rent Rs.15000/- p.m. 2) One 2 BHK Flat on ground floor, Rent Rs.12000/- p.m. Location: Near Nakshatra Inn Hotel, Carmel School Road, Goal Ghar with two wheeler parking. Contact: 9531811861 (Timing: 09.00 am - 08.00 pm)

### **TO LET**

1 BHK Rooms for rent at Atlanta Point. Contact: 9679519005

#### TO LET

- 1. One Shop Room in Ground Floor at Road Side in Bhatu Basti
- 2. RCC 1 BHK for Residence with 24 hrs. Water Supply & 2 Wheeler Parking.

Contact: 8509798804

#### **FOR RENT**

Commercial Shop & Godowns available at Haddo main road for rent, Two & Four Wheeler parking available. Contact: 9679531549 / 9434260613

### **FOR SALE**

200 Sq. Mtrs. land for sale Hilly in nature Near Birdline Jn. Towards Calicut Road

Contact: 7695003111

### **URGENT LAND FOR SALE**

Area: 2000 Sq.Mtrs. (Price Negotiable) Location: New Bimblitan, Main Road. Ideal for Business, Housing, Future Investment. Contact: 9832815029 Hurry up!!! Call Now.

### LOST

I ROHIT KUMAR YADAV, have lost my Original Transfer issue from GMSSS, Aberdeen, Port Blair in between Pathargudda. **Finder may Contact:** 9933285350

#### **VACANCY**

We need a Office Staff 01 and Supervisor 01 for our firm. may person Interested Contact: WhatsApp Bio-data: To 9531896252.

Loknath Engineering Works Prem Nagar, Port Blair

### **For Repairing**

of TV, Computer, Electrical Wiring etc. **Contact:** 9476070457, 9933254293

### **WANTED**

Sales Boy / Sales Girl for Aberdeen Bazaar Garacharma Showroom.

**Contact N S Supplier** Ph: 7063915550

#### WANTED

02 Sales Girls Minimum Xth Pass residing within Municipal Area. Contact: 9531811861

### **HOME SERVICE**

For LED, LCD, CRT TV. Contact: 9734484660 / 7029615379 HH, ELECTRONICS BATHU BASTI, PORT BLAIR.

### **URGENTLY** REQUIRED

**Experienced Male with Computer** Typing knowledge, Full / Part Time, Retd. Person also apply, send resume on WhatsApp No. 9932083026,

surechdas26@gmail.com

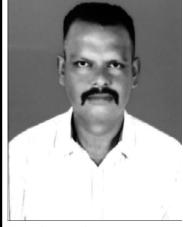
### **OBITUARY**

With profound grief, it is to inform that Mr. Prithwish Roy, R/o Junglighat, Retd. Employee of Govt. Press, Directorate of IP&T passed away today (01.07.2024) at Apollo Hospital, Kolkata due to prolonged illness. The last rites will take place in the morning tomorrow at his native residence at Kolkata.

Inserted by: Family Members.



### **OBITUARY**



With profound grief and sorrow we regret to inform that Kuldeep Kumar Tiwari (PC. Traffic Branch) Son of Late D.V. Tiwari R.o. Shadipur, left to heavenly abode on 28-06-2024 at G.B. Pant Hospital. Inserted by: Family Members.

### 4th Death Anniversary On 02.07.2024



Late Saraswati Devi

(W/o Lalsha Prashad) R/o Junglighat, Port Blair "In every walk of life with every count of heartbeat, we feel your graceful Presence and blessings" "We all Miss You" Inserted by: (Daughter) Mithila, Sandhya, Shoba

### 4<sup>th</sup> REMEMBRANCE OF



### JOHNY VARGHEESE

"Like sands in an hour glass, we measure our lives in memory of you. You are invisible to the eye, but obvious in our hearts. Rejoice with your family in Heaven as your family on Earth remembers you.' Came to Earth on: 03rd Sept.,1975

Called upon Heaven on: 02nd July,2020

Inserted by: Mrs. Everlyn Vargheese (Wife), Mereline Vargheese, Queen Elizabeth Vargheese, Jennessa Vargheese (Daughters) and other family members

#### **NOTICE INVITING e-TENDERS**

The Executive Engineer, Panchayati Raj Institution, South Andaman <u>Division-I</u> on behalf of <u>Pradhan, Gram Panchayat, Beodnabad</u> invites online item rate tender (in CPWD form-8) from bonafide and experienced contractors for the below mentioned work.

1. NIT NO. EE/PRI/SAD-I/MG/2024-25/08 Name of Work: - Renovation of Community Hall and Kitchen shed at Burmanallah under Gram Panchayat Beodnabad. Estimated Cost Rs: - 18, 72,521/- Earnest Money Deposit Rs: -37,450/- Time of Completion: - Six (06) Months, Tender Fee: - Rs. 500/- & last date & time of submission of bid: - 11/07/2024 (1500 hrs)

The tender forms and other details can be obtained from the website Tender ID: - 2024 RDPRI 14628 1

ID NO. 11090

**Executive Engineer,** Panchayati Raj Institution, **South Andaman Division-I** Junglighat, Port Blair, South Andaman

### **NOTICE INVITING e-TENDERS**

The Executive Engineer, Panchayati Raj Institution, South Andaman Division-I on behalf of Pradhan, Gram Panchayat, Brindaban invites online item rate tender (in CPWD form-8) from bonafide and experienced contractors for the below mentioned work.

1. NIT NO. EE/PRI/SAD-I/RR/2024-25/01 Name of Work: - Construction of Abutment with Wing wall both side on existing RCC Bridge near Geeta Sutrodhar house at Ward No. 04 under Brindaban Gram Panchayat. Estimated Cost Rs: - 6, 24,544/- Earnest Money Deposit Rs: - 12,491/- Time of Completion: -Four (04) Months, Tender Fee: - Rs. 500/- & last date & time of submission of bid: 11/07/2024 (1500 hrs)

The tender forms and other details can be obtained from the website https://eprocure.andaman.gov.in.

Tender ID: - 2024\_RDPRI\_14644\_1

**Executive Engineer,** 

ID NO. 11091

Panchayati Raj Institution, South Andaman Division-I Junglighat, Port Blair, South Andaman

### STAR COACHING CENTRE

SAGRITARA COMPLEX, PREM NAGER JUNCTION, PORT BLAIR

Coaching for Competitive Exams. **Sub Inspector Police, Radio** 

**Operator, Police Constable, Forest Guard, Forester, LGC, MTS** 

New Batches from Ist July, 2024 Contact for admission: :9434299944, 9474214852

### **Edu Mitra Coaching Centre**

Garacharma Junction, Bus Stop, Port Blair- 744105 Ph. No. 9531915727, 8220380161, 9531915727

### ADMISSION OPEN

Class – I to V All Subjects ees Rs.8000/- yearly

Class - VI, VII, VIII All Subjects Fees Rs.1000/- monthly | Fees Rs.1500/- Monthly | monthly

Class – IX – X Fees Per Subject Rs.8000/- Yearly Fees Rs.12000/- yearly Fees Per Subject Rs.1200/-

TO LET

3 BHK Flat available for rent on Second

Floor, road side having spacious rooms at

Prem Nagar near Carmel School.

LAND

**FOR SALE** 

Occupancy Right Land Area 0.02

hects. Situated at Teylorabad Village.

Contact No.

9474236407 / 7339513184

**NATURAL WATER** 

SUPPLY

24 hours. Service Water Supply 1000

to 14000 Ltrs. Contact No.

On 02/07/2024

Contact: 9434284004 / 9933247825

Estd:2008

Novodaya Entrance Exam- Full Course Fees Rs.4300/-Competitive Exam Coaching for: Constable / Police / MTS / SSC Rs. 2500/- monthly



### GURUKUL

(Tutorial With A Difference --)

#### Regd. No. 3686/LC Admission going on!!!

- Individual attention to all the students
- Compulsory weekly tests
- Regular correspondence with parents Gurukul, Behind Kembu Studio,

For details contact : Phoenix Bay, Port Blair. Contact: 9933 237175, 9933 290216

### TO LET

Vacant space (Ground Floor & First Floor) available for rent at Dollygunj near Shiv Mandir (Daily Bazar Ration), Port Blair best for Office, Go down purpose for Commercial only etc. Contact No. 9434287766 / 9933240222

**FOR SALE** Hvundai i20 ASTA. White Colour

Automatic, T Series (Top Model) Showroom condition, 2000 KM (Approx.) Run. Interested person may Contact: 9933242971 / 9933206292

### TO LET

01 BHK Room (One Master Bedroom Common Bathroom Dining & Hall Room) Bharat Colony, Dollygunj. Contact no. 9474218103 / 8927769771

**3rd Death Anniversary** 

On 02.07.2024

**Late Kishen Lall** 

(Retd. Head Constable)

"Forever Remembered

Forever Missed"

Wife), K.L Transpont & All Family Members

### 9474261589 / 9933261589 **4<sup>th</sup> Death Anniversary**



Late Manzur Haidar

Retd. Executive Engineer (SAD), **Electricity Department \_ovingly Remembered by**: Smti Kusum Wat

'You are Loved Beyond words and Missed Beyond Measure" Inserted by: Daughter, Wife & Sons.

### **HAPPY SUPERANNUATION**

#### ON 30.06.2024



### Shri T.PAPA RAO

(Stocker, Saw Mill Division, Chatham)

**Congratulations on** successful completion of 38 years of service, Dady. You worked so hard, now it's our time to take care of you.

Best wishes from: T. Gyanawathi (wife), family & friends.

### JOB VACANCY

ALL SUBJECT TEACHERS for teaching classes VI to VIII

CLASS TIMING: 4 to 7 pm

Kindly WhatsApp your resume to 9531902917

Experts' Academy, Bambooflat Port Blair, 03192 242917

### JOB VACANCY

CHEMISTRY TEACHER for teaching classes XI & XII

CLASS TIMING: 4 to 5:30 pm Kindly WhatsApp your

resume to 9531902917 Experts' Academy, Dollygunj

Port Blair, 03192 242917

Varma Herbal Massage, Naturopathy, LM Neurotherapy Siddha, Sujok, Herbal Medicine, Acupuncture,

YOGA, VARMA, Cupping & Magneto-therapy, Relief from pains, Spinal Alignment, joints pains, Neck, Shoulder, Back & Knee Pains, Cervical & Lumbar Spondylitis, Sciatica, Jaundice, Disc compressed, Frozen Shoulder, Stress, Elbow Pain, Depression, Sleeplessness, Cholesterol, Weight Gain, Gastric & Breathing Problems, Cough, Sinusitis, Nasal Polyps, Headache, Allergy, Migraine, Headache, Indigestion, Piles, Fistula, Gastro-Intestinal Problems, Constipation, Fatty Liver, Hair Falling, Dandruff, are Controlled & treated. Yoga & Naturopathy package & Organic Foods available. House Visit Available

Different batches Yoga Classes for all age groups from 5.00AM -7.00PM Vasumathy Yoga Clinic, D. Farm Jn. Cell: 9933220212, 9474234252

### **HOME TUITION CLASS FOR JEE**

Exclusive Two years Tuition Class for JEE-IIT-cum-CBSE in Physics, Chemistry and Maths for Class XI Students. Book your free Demo Class for one month now. For more information Contact: 6351241644.

### FOR SALE

**Premium Class 2 BHK Apartment** 

Discover the epitome of luxury living with this semi-furnished ground floor 2 BHK apartment nestled within a secure gated community at Jaya Imperial Apartment,

- Key Features: 2 Spacious Bedrooms, Master Bedroom with an attached Toilet.
- Large Drawing & Dining area with a Balcony for relaxation. All Bedrooms equipped with HDF Modular Cupboards, Dressing Table with Mirror and Covered loft cabinets.

Additional Amenities include a Common Toilet, Utility area, Geyser and Insectproofing with SS wire mesh. Generous 937 Sq. ft. area situated on the ground floor for easy access.

Modern Modular Kitchen with a water purifier for convenience.

Reserved earmarked Car Parking, Terrace Walking Track, Gym and Games arena, clubhouse, spacious Community Hall located on the terrace floor, Elevator access for added convenience, Security and Electronic Surveillance, Backyard Garden, PBMC

and bore well water supply, Power backup generator. Bank loans are available with all paperwork meticulously arranged. Contact Call / WhatsApp at +919434260878 or +919933233387

### WANTED

Experience Office Staff with knowledge in Computer and Package Tour & Travels for travels Office at Dairy Farm Junction, Salary handsome.

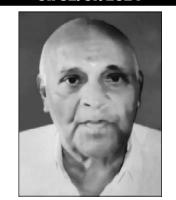
Contact: 9933250013 Andaman Tour Club.

### WANTED

Chef - All Rounder Receptionist-cum-Manager (Hotel) Waiter (BAR)

> **Hotel Dream Palace** Haddo Junction. Contact us: 8001010002

#### 9th Death Anniversary On 02/07/2024



### V. PARAMESWARAN NAIR

R/o SITAPUR, RANGAT "Though you are no longer, your love and light continue to shine brighter in our hearts." Inserted by: All Family Members.

### LAND FOR SALE

Single Patta & Converted House Site with 3 Storeyed Building Plan ready for construction, best for Hotel & Other business at main Market Chouldary near Highway & SBI. Contact Ph. 9933214853

### LAND FOR SALE

Single Patta at Aniket & Kadakachang. Contact Ph. 9933251206

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