

Tamil Nadu Ministers and Presiding Officers of Legislature (Furnishing and Maintenance of Private Houses Taken on Lease and Provision of Amenities) Rules, 1981

TAMILNADU

India

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Rule

TAMIL-NADU-MINISTERS-AND-PRESIDING-OFFICERS-OF-LEGISLATURE of 1981

- Published on 9 June 1980
- Commenced on 9 June 1980
- [This is the version of this document from 9 June 1980.]
- [Note: The original publication document is not available and this content could not be verified.]

Tamil Nadu Ministers and Presiding Officers of Legislature (Furnishing and Maintenance of Private Houses Taken on Lease and Provision of Amenities) Rules, 1981 In exercise of the powers conferred by sub-section (1) of section 14, read with sub-section (2) of section 6-B of the Tamil Nadu Payment of Salaries Act, 1951 (Tamil Nadu Act XX of 1951), the Governor of Tamil Nadu hereby makes the following rules: -

1. Short title, application and commencement.

(1) These rules may be called the Tamil Nadu Ministers and Presiding Officers of Legislature (Furnishing and Maintenance of Private House taken on Lease and Provision of Amenities) Rules, 1981. (2) They shall apply to the furnishing, maintenance and the provision of amenities at the house occupied and owned by any Minister or the Speaker and is paid a rent of a sum not exceeding twenty thousand rupees per mensem as may be fixed by the Public Works Department of the State Government in lieu of house rent paid under section 3 or 4 of the Act. (3) They shall also apply to the furnishing, maintenance and the provision of amenities at any house taken on lease and occupied by the Deputy Speaker, the Parliamentary Secretary, the Leader of Opposition and Chief Government Whip of a sum not exceeding 1twenty thousand rupees per mensem, as the case may be fixed by the

Public Works Department of the State Government in lieu of house rent paid under sections 14, 6 or 6-A of the Act.(4)There shall be allowed a grace time of two months to vacate the house after demitting office and a fair rent of two hundred and fifty rupees per mensem shall be collected during the grace period of two months and on the expiry of grace period, in addition to the recovery of fair rent there shall be compulsion to vacate the house.(5)They shall be deemed to have come into force with effect from the 9th June 1980.

2. [Definitions. [Vide G.O. Ms.No. 4, Public (Legislature Wing), dated the 2nd January 1989 (with effect from the 2nd January 1984).]

- In these rules, unless the context otherwise requires, -(a)[Omitted](b)"Act" means the Tamil Nadu Payment of Salaries Act, 1951 (Tamil Nadu Act XX of 1951);(c)"Chief Government Whip" means the Chief Government Whip in the Legislative Assembly;(d)[Omitted](e)"Deputy Speaker" means the Deputy Speaker of the Legislative Assembly;(ee)["Electrical appliances" include fan, refrigerator, hot water boiler, TV and motor;] [Vide G.O.Ms. No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from the 1st November 1986).](f)"House" means a house mentioned in sub-rule (2) of rule 1;(g)"Leader of the Opposition" means the Leader of the Opposition at the Legislative Assembly;(h)"Minister" includes the Chief Minister;(i)"Parliamentary Secretary" means the Parliamentary Secretary to the Minister;(j)"Speaker" means the Speaker of the Legislative Assembly;(k)"Term of office" means the period during which a person holds office as such and it shall continue till the spell of five years after the general election expires, unless he ceases to hold that post earlier.]

3. Structural alterations and additions to house.

(1)Such structural alterations and additions as are required to be made in any house for the accommodation and convenience of sentries visitors and personal staff or as necessitated by the posting of sentries and personal staff, shall, subject to the approval of the State Government be carried out at the cost of the State Government.(2)The total cost of such structural alterations and additions made to the house during the tenure of office of the Minister or the Speaker, as the case may be, shall not exceed thirty thousand rupees and in the case of the Deputy Speaker, the Parliamentary Secretary, the Leader of Opposition or the Chief Government Whip, as the case may be, shall not exceed twenty thousand rupees.(3)[When a Minister, the Speaker, the Deputy Speaker, the Parliamentary Secretary,] [Vide G.O. Ms.No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from the 1st November 1986).] the Leader of the Opposition or the Chief Government Whip, as the case may be, lays down office, such of those structural alterations and additions carried out at the cost of the State Government as can be dismantled, shall be removed and taken back by the State Government or the depreciated value thereof as may be fixed by Public Works Department from time to time, shall be recovered from the owner of the house, if he desires to retain them. The structural alterations and additions as cannot be dismantled shall be left as they are.(4)While taking private houses for occupation of a Minister, the Speaker, the Deputy Speaker, the Parliamentary Secretary, the Leader of the Opposition or the Chief Government Whip, as the case may be, a lease deed as prescribed in the Annexure to these rules shall be executed.

4. Electrical fittings.

(1) Any extension of electrical amenities including increase in number of fans required, to bring the house to proper standards, shall, subject to the approval of the State Government be provided at the cost of the State Government. (2) The total cost of any extension of electrical amenities provided to the house during the tenure of office of the Minister of the Speaker as the case may be, shall not exceed three thousand rupees and in the case of the Deputy Speaker, the Leader of Opposition, the Parliamentary Secretary or the Chief Government Whip as the case may be, shall not exceed two thousand rupees.

5. Furniture and fittings.

(1) Furniture and fittings costing up to a monetary limit of thirty thousand rupees, shall be provided to the house, during the tenure of office of the Minister or the Speaker, as the case may be, and twenty thousand rupees during the tenure of office of the Deputy Speaker, the Parliamentary Secretary, the Leader of Opposition or the Chief Government Whip as the case may be, and maintained at the cost of the State Government. The cost of annual maintenance of furniture and fittings shall be fixed at eight percent of the capital cost of the furniture supplied and fittings provided. Such amenities shall be removed and taken back by the Government, when the Minister, the Speaker the Deputy Speaker, the Parliamentary Secretary, the Leader of Opposition or the Chief Government Whip as the case may be lays down office or the value there of, shall be recovered from the Minister or the Speaker, the Deputy Speaker, the Parliamentary Secretary, the Leader of Opposition or the Chief Government Whip if he desires to retain them. (2) [The life of the furniture and furnishings shall, from the date of its purchase, be fixed as follows: -

(i) Wooden furniture	10 years
(ii) Steel furniture	15 years
(iii) Furnishings -	
(a) Pillow Covers and Sofa Covers	2 years
(b) Bed sheets and Bed spreads	3 years
(c) Curtains, Carpets, Doormats, Woollen and Linen furnishing and Mosquito nets	3-1/2 years]

6. Refrigerator and hot water boilers.

- One refrigerator and two electric hot water boilers may be provided to the house during the [term of office of the Minister, the Speaker, the Deputy Speaker,] [Vide G.O. Ms.No. 4, Public (Legislature Wing), dated the 2nd January 1989 (with effect from the 2nd January 1989).] [the Parliamentary Secretary] [Vide G.O. Ms.No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from the 1st November 1986).], the Leader of Opposition or the Chief Government Whip, as the case may be, and maintained at the cost of the State Government: Provided that if the house has a separate guest wing, an additional electric hot water boiler may be provided to the house of the Minister or the Speaker as the case may be, at the cost of the State Government.

7. [Television. [Vide G.O. Ms.No. 1601, Public (Legislature Wing), dated the 22nd September 1988 (with effect from the 14th October 1986).]

(1)Colour Television set shall be provided to the house during [the term of office of the Minister, the Speaker, the Deputy Speaker,] [Vide G.O. Ms.No. 169, Public (Establishment-I), dated the 8th February 1984.] the Leader of the Opposition as the case may be, at the cost of the State Government, if he does not own one at his cost.(2)Black and White Television set shall be provided to the House during the [term of office of the Parliamentary Secretary or the Chief Government Whip,] [Vide G.O. Ms.No. 4, Public (Legislature Wing), dated the 2nd January 1989 (with effect from the 2nd January 1989).] as the case may be, at the cost of the State Government, if he does not own one at his cost.]

8. Telephone.

- Telephone facilities shall be provided during [the term of office of the Minister, the Speaker, Deputy Speaker,] [Vide G.O. Ms.No. 4, Public (Legislature Wing), dated the 2nd January 1989 (with effect from the 2nd January 1989).] [the Parliamentary Secretary,] [Vide G.O. Ms.No. 1601, Public (Legislature Wing), dated the 22nd September 1988 (with effect from the 14th October 1986).] the Leader of Opposition or the Chief Government Whip, as the case may be, at the cost of the State Government. Telephone charges shall also be borne by the State Government.

9. Overall monetary limit.

- Notwithstanding anything contained in rules 3, 4 and 5, the State Government may authorise the incurring of expenditure in excess of the monetary limits specified in any of the above rules on any of them mentioned therein:Provided that the total expenditure incurred on the structural alterations and additions, extension of electrical fittings, furniture and fittings, refrigerator, electrical hot water boilers, during the tenure of office of the Minister or the Speaker as the case may be, shall not in any case, exceed [sixty thousand rupees] [Vide G.O. Ms.No. 1408, Public (Establishment-I), dated the 21st July 1986 (with effect from the 4th June 1986).] and in the case of the Deputy Speaker, [the Parliamentary Secretary,] [Vide G.O. Ms.No. 4, Public (Legislature Wing), dated the 2nd January 1989 (with effect from the 2nd January 1984).] the Leader of the Opposition or the Chief Government Whip as the case may be, shall not in any case exceed [forty thousand rupees.] [Vide G.O. Ms. No. 1408, Public (Establishment-I), dated the 21st July 1986 (with effect from the 4th June 1986).]

10. Removal of amenities.

(1)When the Minister, the Speaker, [the Deputy Speaker] [Vide G.O. Ms. No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from 1st November 1986).], the Leader of Opposition or the Parliamentary Secretary or the Chief Government Whip, as the case may be, to whom a house rent is paid under section 3, 4, 6 or 6-A of the Act, ceases to occupy any house in respect of which any expenditure has been incurred under rules 4, 5, 6, 7 or 8 or when he

lays down office, such of those amenities as are provided at the cost of the State Government shall be removed and taken back by the State Government. However, if for any reason, they are not able to return the articles, the Minister, the Speaker, the Deputy Speaker, [the Parliamentary Secretary] [Vide G.O. Ms. No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from 1st November 1986).], the Leader of Opposition or the Chief Government Whip, as the case may be, may be permitted to retain them after the payment of depreciated value of the articles.(2)[The depreciated value of the article referred to in sub-rule (1) shall be determined with reference to the life time of the article, from the date of its purchase, as detailed in the Table below: -[Table]

Serial number and name of the article	Life time	Depreciation in percentage per annum	
		(2)	(3)
1.	Furniture - (i) Wooden furniture	Ten years	10
	(ii) Steel or Aluminium furniture	Fifteen years	6.67
2.	Electrical Appliances - (i) Fan, Refrigerator, hot water boilers, Television and Motor	Ten years	10
	(ii) Other electrical appliances	Seven years	14.25
3.	Furnishings - (i) Sofa pillow and Mattress covers	Two years	50
	(ii) Bed sheet and Bed spreads	Three years	33.3
	(iii) Curtains, Carpets, Mats, Mattress, pillows, Woollen and Linen furnishing, Mosquito nets and other furnishings	Three years and six months	28.5]

11. Water charges.

- The water charges payable to the Municipal Corporation of Chennai and the pumping charges shall be borne by the State Government.

12. Electricity consumption charges.

- The electricity consumption charges shall be borne by the State Government.

13. Up-keep of house.

- The house shall be provided with one sweeper, one mazdoor and one gardener at the cost of the State Government and appointment to these posts shall be made by the Minister or the Speaker as the case may be, at his own accord: Provided that in the case of the house provided to the Deputy Speaker, [the Parliamentary Secretary] [Vide G.O. Ms. No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from the 1st November 1986).], the Leader of Opposition or the Chief Government Whip, one sweeper and one gardener shall be provided at the cost of the State Government and appointment to these posts shall be made by the Deputy Speaker,

the Parliamentary Secretary, the Leader of Opposition or the Chief Government Whip, as the case may be, at his own accord.

14. Expenditure towards repairs.

- The total expenditure per annum towards repair charges including white washing shall not exceed a month's rent fixed to the house.

15. Inventory of furniture, fittings and electrical appliances.

- An inventory of furniture, fittings and electrical appliances provided at the house of the Minister, the Speaker, the Deputy Speaker, [the Parliamentary Secretary] [Vide G.O. Ms.No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from the 1st November 1986).], the Leader of Opposition or the Chief Government Whip as the case may be, shall be prepared and verified periodically by the Chief Engineer (Buildings), Public Works Department, in accordance with the instructions issued by the State Government.

16. Receipt of acknowledgment.

- An acknowledgment shall be obtained from the Senior Personal Assistant to the Minister or the Speaker as the case may be and the Personal Assistant to [the Deputy Speaker] [Vide G.O. Ms.No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from the 1st November 1986).] the Leader of Opposition, Parliamentary Secretary or the Chief Government Whip as the case may be, for the furniture, fittings and electrical appliances provided at the house by the Chief Engineer (Buildings), Public Works Department. The Senior Personal Assistant or the Personal Assistant, as the case may be, shall be responsible for the upkeep of all the furniture, fittings and electrical appliances which are provided at the house. Annexure [See rule 3(4)] This Deed of lease made on this the..... day of..... between son of Thiru..... residing at..... (hereinafter called "the lessor" which expression shall wherever the context so admits, include his heirs, executors, administrators, legal representatives and assigns) of the One part and the Governor of Tamil Nadu (hereinafter called "the lessee" which expression shall, where the context so admits, include his successors-in-office and assigns) of the Other Part. Whereas the lessor, who is the owner of the premises and building more particularly and fully described in the schedule below (hereinafter referred to as "the premises") agrees to let and the lessee agrees to take on lease the said premises on a monthly rent of Rs..... on and from the.....day..... for a period of.....years. Now, it is hereby agreed to between the lessor and the lessee as follows: -

1. The rent of Rs.....for each month shall be paid by the lessee to the lessor on or before the 15th of succeeding month.

- 2. On payment of such rent the lessee shall have quiet possession of the premises-without any let or hindrance from the lessor or persons claiming under him and without liability for dilapidation or damage and resulting from reasonable wear and tear, accidental fire, or the act of God, or resulting directly or indirectly from the enemies of the State.**
- 3. The lessee shall permit the lessor or his agent to inspect the premises periodically without any hindrance or inconvenience to the occupier and to execute sundry repairs with his concurrence and such inspection shall be done only after obtaining the prior permission of the office in occupation of the premises:**
- 4. The lessee shall not sub-let the said premises without the previous concurrence of the lessor.**
- 5. The lessee shall make any structural alterations or improvements to the premises for the convenient enjoyment of the premises subject to the consent of the lessor. Such structural additions or alterations or improvements shall be removed at the time of vacation by the lessee or shall be retained if the lessor desires to retain them, on payment of the depreciated value of the structural alterations or additions or improvements.**
- 6. The lessor shall pay all taxes and outgoings in respect of the premises. In case the lessor defaults to make payment of taxes and outgoings, the lessee shall make payment and recover the amount so paid from the rent payable to the lessor.**
- 7. The lessor shall always Keep the building and all parts of the premises wind-and-water tight and in good tenantable repairs and condition and in particular white wash or colour wash once in each calendar year, such parts of the premises as usually are intended to be so washed and on his default the lessee may incur the expenses of doing any of the aforesaid things not more than one-twelfth of the rent payable in respect of the building for that year after reasonable notice to the lessor and shall deduct the actual cost thereof from future rents apart from any other remedy for recovery.**

8. If the lessee desires to determine the lease, he shall give three months notice of such intention to the lessor after which date the present lease shall cease to be valid.

9. The lessor shall, on the written request of the lessee made within three calendar months prior to the expiration of the period of the present lease, grant the lessee a lease for a period of.....years on the same terms and conditions contained in this lease.

Schedule

All that piece and parcel of land together with the premises bearing Municipal Door Nosituated in.....and bounded on the North by.....on the East by..... on the West by and..... Collector's No.....No. Certificate No..... bearing Old Survey No.....Re-survey No.....lying within the Registration Sub-District of.....and the Registration District of.....In Witness Whereof the lessor and Thiru.....acting for and behalf of and by the order and direction of the Governor of Tamil Nadu have hereunto set their respective hands on the day, month and year first above written. Signature of lessor.

In the presence of -

1.	First Witness :
	Name :
	Occupation :
	Address :
2.	Second Witness :
	Name :
	Occupation :
	Address :

Signed by Thiru.....acting for and on behalf of andby the order and direction ofthe Governor of Tamil Nadu.

Signature.

In the presence of -

1.	First Witness :
	Name :
	Occupation :
	Address :
2.	Second Witness :
	Name :

Occupation :

Address :

[Vide G.O. Ms. No. 1266, Public (Establishment-I and Legislature), dated the 26th July 1990 (with effect from 1st November 1986).]