



TAMIL NADU GOVERNMENT GAZETTE

EXTRAORDINARY PUBLISHED BY AUTHORITY

No. 242]

CHENNAI, THURSDAY, JULY 5, 2018
Aani 21, Vilambi, Thiruvalluvar Aandu-2049

Part IV—Section 1

Tamil Nadu Bills

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**BILLS INTRODUCED IN THE LEGISLATIVE ASSEMBLY OF THE
STATE OF TAMIL NADU**

Under Rule 130 of the Tamil Nadu Legislative Assembly Rules, the following Bill which was introduced in the Legislative Assembly of the State of Tamil Nadu on 5th July, 2018 is published together with Statement of Objects and Reasons for general information:—

L.A. Bill No. 32 of 2018

A Bill to amend the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

BE it enacted by the Legislative Assembly of the State of Tamil Nadu in the Sixty-ninth Year of the Republic of India as follows:—

Short title.

1. This Act may be called the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants (Amendment) Act, 2018.

Amendment
of section 2.

2. In section 2 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as the principal Act),—

Tamil Nadu
Act 42 of 2017.

(1) for clause (a), the following clause shall be substituted, namely:—

“(a) “agreement” or “tenancy agreement” means the written agreement executed by the landlord and the tenant as required under this Act and shall include a sub-tenancy agreement and sub-lease agreement;”;

(2) for clause (c), the following clause shall be substituted, namely:—

(c) “landlord” means a person, who for the time being is receiving, or is entitled to receive, the rent of any premises, on his own account, if the premises were let to a tenant, and shall include his successor-in-interest:

Provided that where a person is receiving rent for any premises is entitled to so receive, on account of, or on behalf of, or for the benefit of, any other person who cannot enter into a contract (such as minor, person with unsound mind, etc.), whether as a trustee, guardian or receiver, then, the said trustee, guardian or receiver shall also be a landlord for the purposes of this Act;”;

(3) in clause (f), for the expression “except for industrial use”, the expression “except the premises registered under the Factories Act, 1948 (Central Act LXIII of 1948)” shall be substituted;

(4) for clauses (i) and (j), the following clauses shall be substituted, namely:—

“(i) “Rent Authority” means an officer appointed under section 30;

(j) “Rent Court” means a Rent Court constituted under section 32;”;

(5) for clause (l), the following clause shall be substituted, namely:—

“(l) “Rent Tribunal” means the Rent Tribunal constituted under section 35;”.

3. For section 4 of the principal Act, the following sections shall be substituted, namely:— Substitution
of section 4.

“4. Tenancy Agreement.—(1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing.

(2) Where, in relation to a tenancy created before the commencement of this Act, no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy within a period of ninety days from the date of commencement of this Act:

Provided that where the landlord or tenant, fails to enter into an agreement under this sub-section, the landlord or tenant shall have the right to apply for termination of the tenancy under clause (a) of sub-section (2) of section 21.

(3) Every agreement referred to in sub-section (1) and sub-section (2) and any tenancy agreement in writing already entered into before the commencement of this Act, shall be registered with the Rent Authority by the landlord or tenant, by making an application in the Form specified in the First Schedule within such time as may be prescribed.

(4) On receipt of application under sub-section (3), the Rent Authority shall, within a period of thirty days, register the agreement subject to the provisions of this Act and the rules made thereunder, and provide a registration number.

(5) The Rent Authority shall reject the application submitted under sub-section (3) for reasons to be recorded in writing, if such application does not conform to the provisions of this Act or the rules made thereunder:

Provided that no application shall be rejected unless the parties have been given an opportunity of being heard.

(6) The Rent Authority shall upload the name of the parties, details of the premises and tenure of the tenancy of all tenancies along with the registration number to be provided under sub-section (4), in the form and manner as may be prescribed, on its website within fifteen days from the date of registration.

4-A. Effect of non-registration.—No document required to be registered under sub-section (3) of section 4 shall, unless it has been registered,—

- (a) affect any immovable property comprised therein, or;
- (b) confer any power to adopt, or
- (c) be received in evidence of any transaction affecting such property or conferring any right.”

4. In section 5 of the principal Act, for sub-section (3), the following sub-section shall be substituted, namely:— Amendment
of section 5.

“(3) If a tenancy for a fixed term ends and has not been renewed or the premises have not been vacated by the tenant and where the landlord has not demanded possession of vacant premises at the end of such tenancy, the tenancy shall be deemed to be renewed on a month-to-month basis on the same terms and conditions as were in the expired tenancy agreement, for a maximum period of six months.”

Amendment of section 6.

5. In section 6 of the principal Act, for sub-section (2), the following sub-section shall be substituted, namely.—

“(2) In the event of the death of a tenant, the right of tenancy of residential and non-residential premises shall devolve for the remaining period of tenancy to his successors-in-interest in the following order:—

- (a) spouse;
- (b) sons, daughters or daughters-in-law being the widow of a pre-deceased son;
- (c) either or both of the surviving parents:

Provided that the successor had been ordinarily living or working in the premises with the deceased tenant upto his death.”.

Substitution of section 8.

6. For section 8 of the principal Act, the following section shall be substituted, namely:—

“8. **Rent payable.**— The rent payable in relation to a premises shall be,—

(a) in case of new tenancies entered into after the commencement of this Act, the rent agreed to between the landlord and the tenant at the commencement of the tenancy;

(b) in case of tenancies entered into before the commencement of this Act, where no agreement was executed between the parties, the rent agreed to between the landlord and the tenant in the agreement executed between them under sub-section (2) of section 4 ;

(c) in case of tenancies entered into before the commencement of the Act, where an agreement in writing was already entered into, the rent agreed to between the landlord and the tenant in such agreement.”.

Amendment of section 9.

7. In section 9 of the principal Act, sub-sections (5), (7) and (8) shall be omitted.

Substitution of section 10.

8. For section 10 of the principal Act, the following section shall be substituted, namely:—

“10. **Rent Authority to fix or revise rent.**—The Rent Authority, on an application made by the landlord or tenant, shall fix or revise, as the case may be, the rent and other charges payable by the tenant and also fix the date from which the revised rent becomes payable, in accordance with the tenancy agreement entered into between the parties.”.

Amendment of section 11.

9. In section 11 of the principal Act, in sub-section (2), for the expression “within one month after vacation of the premises”, the expression “at the time of taking over of possession of the vacant premises by the landlord” shall be substituted.

Substitution of section 12.

10. For section 12 of the principal Act, the following section shall be substituted, namely.—

“12. Agreement to be given to the tenant.—The landlord shall give one original signed and registered agreement to the tenant within fifteen days of the agreement being registered with the Rent Authority.”.

11. In section 13 of the principal Act, after sub-section (2), the following proviso shall be added, namely:— Amendment of section 13.

“Provided that where the rent or other charges have been paid by the tenant to the landlord through electronic medium, the bank acknowledgement shall be considered as proof of payment.”.

12. In section 14 of the principal Act, sub-section (5) shall be omitted. Amendment of section 14.

13. In section 15 of the principal Act,— Amendment of section 15.

(1) for sub-sections (3) and (4), the following sub-sections shall be substituted, namely:—

“(3) In the event of tenant’s refusal to carry out the scheduled or agreed repairs, the landlord shall get the repairs done and the tenant shall be liable to pay the same to the landlord within a period of one month from the date of issue of notice by the landlord.

(4) In case the landlord refuses to carry out the scheduled or agreed repairs, the tenant can get the work done and deduct the same from rent:

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

14. In section 20 of the principal Act, in sub-section (4), for the expression “as may be prescribed”, the expression “incurred but shall not be more than rupees five thousand” shall be substituted. Amendment of section 20.

15. In section 21 of the principal Act, in sub-section (2),— Amendment of section 21.

(1) for clause (a), the following clause shall be substituted, namely:—

“(a) that the landlord and tenant have failed to enter into an agreement under sub-section (2) of section 4.”;

(2) for clause (g), the following clause shall be substituted, namely:—

“(g) that the premises let for residential or non-residential purpose are required by the landlord for occupation for residential or non-residential purposes for himself or for any member of his family or for any person for whose benefit the premises were held.”.

16. In section 22 of the principal Act,— Amendment of section 22.

(1) in sub-section (1), for the expression “two months”, the expression “three months” shall be substituted;

(2) in sub-section (2), for the expression “the Rent Court may levy a penalty on the landlord which may extend to ten thousand rupees”, the expression “he shall be liable to penalty imposed by the Rent Court, which shall not be more than twenty five thousand rupees” shall be substituted;

(3) after sub-section (2), the following sub-section shall be added, namely:—

“(3) Where a landlord has acquired any premises by sale, gift, lease or exchange, no application for recovery of possession of such premises shall lie under clause (g) of sub-section (2) of section 21 until the period specified in the tenancy agreement, in respect of the tenancy created before such transfer, has elapsed:

Provided that if prior to such transfer, the tenant had not entered into a tenancy agreement with the previous landlord, then the landlord and the tenant shall enter into such agreement in the manner and within the period specified in sub-section (2) of section 4.”.

Amendment of section 24.

17. In section 24 of the principal Act, in sub-section (2), for the words “simple interest”, the word “interest” shall be substituted.

Substitution of Chapters VI and VII.

18. For Chapters VI and VII, the following Chapters shall be substituted, namely:—

“CHAPTER VI.

APPOINTMENT OF RENT AUTHORITIES, THEIR POWERS AND FUNCTIONS.

30. *Appointment of Rent Authority.*— The Collector shall, with the previous approval of the Government, appoint an officer, not below the rank of Deputy Collector to be the Rent Authority for the area within his jurisdiction to which this Act applies.

31. *Power and procedure of Rent Authority.*— The Rent Authority shall have the same powers as are vested in Rent Court under this Act, in any proceeding under sections 9, 10, 14, 15 and 20 of the Act. The procedure as laid down in section 36 and 39 of the Act shall be followed in disposal of such applications.

CHAPTER VII.

RENT COURTS AND RENT TRIBUNALS.

32. *Constitution of Rent Court.*— (1) The Government may, by notification, constitute such number of Rent Courts in as many urban areas as may be deemed necessary by it:

Provided that where there already exists a Rent Court, the Government may designate the same as the Rent Court under this Act:

Provided further that where there does not exist any Rent Court, the Government may designate any other Court established under any other law as the Rent Court under this Act.

(2) Where two or more Rent Courts are constituted for any urban area, the Government may, by general or special order, regulate the distribution of business among them.

(3) A Rent Court shall be headed by a Presiding Officer to be appointed by the Government in consultation with the High Court.

(4) No person shall be eligible to be appointed as Presiding Officer of the Rent Court unless he is a member of the State Judicial Service.

(5) The Government may, in consultation with the High Court, authorize the Presiding Officer of one Rent Court to discharge the functions of the Presiding Officer of another Rent Court also.

33. Appeals.— (1) An appeal shall lie against the order of the Rent Authority made under this Act to the Rent Court having territorial jurisdiction.

(2) An appeal under sub-section (1) shall be preferred within thirty days from the date of the order made by the Rent Authority.

34. Jurisdiction of Rent Court.—Notwithstanding anything contained in any other law for the time being in force, in the areas to which this Act extends, only the Rent Court and no Civil Court shall have jurisdiction, except the jurisdiction of Rent Authority under section 31, to hear and decide the applications relating to disputes between landlord and tenant and matters connected therewith and ancillary thereto under this Act:

Provided that the Rent Court shall, in deciding such applications relating to tenancies and premises, give due regard to the provisions of the Transfer of Property Act, 1882, the Indian Contract Act, 1872 or any other substantive law applicable to such matter in the same manner, in which such law would have been applied had the dispute been brought before a Civil Court by way of suit.

Central Act IV
of 1882.
Central Act IX
of 1872.

35. Constitution of Rent Tribunals.— (1) The Government may, by notification, constitute such number of Rent Tribunals at such places as may be deemed necessary by it and notify a Rent Tribunal as Principal Rent Tribunal, where more than one Tribunal is constituted:

Provided that where there already exists a Rent Tribunal, the Government may designate the same as the Rent Tribunal under this Act:

Provided further that where there does not exist a Rent Tribunal, the Government may designate any other Tribunal established under any other law as the Rent Tribunal under this Act.

(2) The Rent Tribunal may consist of one or more benches, with each bench being headed by an Appellate Member. The senior most Appellate Member of the Rent Tribunal shall function as the Principal Appellate Member. The Principal Appellate Member may, on application, transfer appeal cases from one bench of the Rent Tribunal to another. Similarly, the Principal Rent Tribunal may, on an application, transfer appeal from one Rent Tribunal to another Rent Tribunal, and all the members of Rent Tribunal shall be appointed by the Government in consultation with the High Court.

(3) No person shall be eligible to be appointed as an Appellate Member of the Rent Tribunal unless he is from State Higher Judicial Servi

36. Procedure of Rent Court and Rent Tribunal.— (1) Subject to any rules that may be made under this Act, the Rent Court and the Rent Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908, but shall be guided by the principles of natural justice and shall have power to regulate their own procedure, and the Rent Court shall follow the following procedure, namely:—

Central Act V
of 1908.

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

(b) the Rent Court, then, shall issue notice to the opposite party, accompanied by copies of application, affidavits and documents;

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

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

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

(2) In every case, before the Rent Court and the Rent Tribunal, the evidence of a witness shall be given by affidavit. However, the Rent Court and the Rent Tribunal, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination, such witness can be produced and may order attendance for examination or cross examination of such a witness.

(3) 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 Rent Tribunal.

Central Act V
of 1908.

(4) Every application or appeal, shall be, as far as possible, in the forms as may be prescribed.

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

(6) (a) All applications under clauses (a), (b), (c), (e), (f) and (h) of sub-section (2) of section 21 shall be decided within 90 days of filing of application to the Rent Court;

(b) Applications under clauses (d) and (g) of sub-section (2) of section 21 shall be decided within 30 days of filing of application to the Rent Court.

37. Powers of Rent Court and Rent Tribunal.— (1) The Rent Court and the Rent Tribunal, for the purpose of discharging their functions under this Act, shall have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908 for the purposes of,—

Central Act V
of 1908.

(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 application or appeal for default or deciding it *ex-parte*;
- (g) setting aside any order of dismissal of any application or appeal for default or any other order passed by it *ex-parte*;
- (h) execution of its orders and decisions under this Act without reference to any civil court;
- (i) reviewing its orders and decisions; and
- (j) any other matter as may be prescribed.

(2) Any proceedings before the Rent Court or Rent Tribunal shall be deemed to be a judicial proceedings within the meaning of sections 193 and 228, and for the purpose of section 196, of the Indian Penal Code, 1860 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.

Central Act XLV
of 1860.

Central Act 2
of 1974.

(3) For the purpose of holding any inquiry or discharging any duty under this Act, the Rent Court may—

(a) after giving not less than twenty-four hours notice in writing, enter and inspect or authorize any officer, subordinate to him, to enter and inspect, any premises at any time between sunrise and sunset;

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

(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 proceeding 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) The Rent Court may exercise the powers of a Judicial Magistrate of First Class for the recovery of the fine under the provisions of the Code of Criminal Procedure, 1973 and the Rent Court shall be deemed to be a Magistrate under the said Code for the purposes of such recovery.

Central Act 2
of 1974.

(7) 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 powers of a civil court.

(8) 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 called for hearing.

(9) Save as otherwise expressly provided in this Act, 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.

38. Appeal to Rent Tribunal.— (1) From every final order passed by the Rent Court, an appeal shall lie to the Rent Tribunal, within the local limits of whose jurisdiction the premises is situated and such an appeal shall be filed within a period of thirty days from the date of final order along with a copy of such final order.

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

(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, however, this facility would be available to the applicants only 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) (a) While deciding the appeal, the Rent Tribunal, after recording reasons therefor, confirm, set aside or modify the order passed by a Rent Court;

(b) The decision of the Rent Tribunal shall be final and no further appeal or revision shall lie against the order.

(6) On application of any of the parties and after notice to the parties and after hearing such of them as have desired to be heard, or of its own motion without such notice, the Principal Rent Tribunal may, at any stage, transfer any case from one Rent Court to any other Rent Court for disposal.

(7) Where any case has been transferred under sub-section (6), the Rent Court to whom the case has been transferred subject to any special direction in the order of transfer, proceed from the stage at which it was transferred.

39. Execution of the order.— (1) The Rent Court shall, on application of any party, execute in the manner as may be prescribed, a final order of any other order passed under this Act by adopting any one or more of the following modes, namely:—

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

(b) attachment and sale of the movable or immovable property of the opposite party;

(c) attachment of any one or more bank accounts of the opposite party and satisfaction of the amount of order to be paid from such account;

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

(2) The Rent Court may take the help from the local government or local body or the local police for the execution of the final orders:

Provided that the help of police shall be obtained subject to payment of such cost by the litigants as may be decided by the Rent Court.

(3) The Rent Court shall conduct the execution proceedings in relation to a final order or any other order passed under this Act in summary manner and dispose of the application for execution made under this section within 30 days from the date of service of notice on opposite party.”.

19. For section 43 of the principal Act, the following section shall be substituted, namely:- Substitution of section 43.

“43. Officers and other employees of the Rent Court, Rent Tribunal and the Rent Authority.— (1) The Government may, in consultation with the Rent Court or the Rent Tribunal or the Rent Authority appoint such officers and employees as it considers necessary for the efficient discharge of their functions under this Act.

(2) The salary and the allowances payable to, and the other terms and conditions of service, of the officers and of the employees of the Rent Court or the Rent Tribunal or the Rent Authority, as the case may be, appointed under sub-section (1) shall be such as may be prescribed:

Provided that where there already exists a Rent Court or the Rent Tribunal or the Rent Authority, the Government may designate the existing officers and employees as the officers and employees of the Rent Court or a Rent Tribunal or a Rent Authority, as the case may be, under this Act.”.

19. For the First Schedule of the principal Act, the following Schedule shall be substituted, namely:— Substitution of First Schedule.

“THE FIRST SCHEDULE

[See section 4(3)]

APPLICATION FOR REGISTRATION

To
The Rent Authority,
.....
..... (Address)

- (1) 1. Name and address of the landlord *including* email id and contact details (optional):
- (2) 2. Name and address of the Property Manager (if any), *including email id and contact details (optional)*:
- (3) 3. Name(s) and address of the tenant *Including email and contact details (optional)*:
- (4) 4. Description of premises let to the tenant including appurtenant land, if any:
- (5) 5. Date from which possession is given to the tenant:
- (6) 6. Rent payable as in section 8:

- (7) 7. Furniture and other equipment provided to the tenant (if any):
- (8) 8. Other charges payable:
- (a) Electricity:
- (b) Water:
- (c) Extra furnishing, fittings and fixtures:
- (d) Other services:
- (9) Duration of tenancy (Period for which let):
- (10) Attach original executed Tenancy agreement:
- (11) 9. ID Proof of landlord submitted:
(PAN / Aadhar / Voters ID / Passport / Driving License)
- (12) ID Proof of tenant submitted:
(PAN / Aadhar / Voters ID / Passport / Driving License)

Name and Signature of landlord:

Photograph of
landlord

Name and Signature of tenant:

Photograph of
tenant

Encl.:

1. (1) Tenancy Agreement
2. (2) Copy of the self-attested ID proof of landlord
- (3) Copy of the self-attested ID proof of tenant.”.

STATEMENT OF OBJECTS AND REASONS

Based on the recommendations of the Government of India and by taking into account the Model Tenancy Act, 2015 sent by the Government of India, the Government enacted the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (Tamil Nadu Act 42 of 2017) by repealing the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 (Tamil Nadu Act 18 of 1960) and the said Act has not yet been brought into force. Subsequently, the Government of India has sent another Model Tenancy Act, 2017 which is different from the earlier Model Tenancy Act, 2015. Hence, in order to make provisions in tune with the Model Tenancy Act, 2017 sent by the Government of India, Government have decided to amend the said Tamil Nadu Act 42 of 2017 suitably.

2. The Bill seeks to give effect to the above decision.

O. PANNEERSELVAM,
Deputy Chief Minister.

MEMORANDUM REGARDING DELEGATED LEGISLATION

Section 4, 32, 36, 37 and 43 proposed to be substituted by clauses 3, 18 and 19 of the Bill authorizes the Government to make rule or to issue notification or order, as the case may be, for the purposes specified therein.

2. The powers delegated are normal and not of an exceptional character.

O. PANNEERSELVAM,
Deputy Chief Minister.

K. SRINIVASAN,
Secretary.