

Scheme For The Lease Of Evacuee Trust Agricultural Land, 1975

PREAMBLE Whereas it is expedient to amend and revise the Scheme for the grant of lease of evacuee trust agricultural land;

AND WHEREAS the Federal Government has already given its approval to the Scheme, vide letter No. F.18(20)/75-ET & JK, dated 09-05-1975.

NOW, THEREFORE, in pursuance of Section 30 of the Evacuee Trust Properties (Management and Disposal) Act, 1975, the Board is pleased to promulgate the following Scheme:

SHORT TITLE, COMMENCEMENT AND EXTENT,

1. (i) This Scheme shall be called “Scheme for the Lease of Evacuee Trust Agricultural Land, 1975.”
- (ii) It shall come into force at once.
- (iii) It extends to the whole of Pakistan.

2 DEFINITIONS

- (i) In this Scheme unless there is anything repugnant to the subject or context,
 - (a) “Act” means the Evacuee Trust Properties (Management and Disposal) Act, 1975.
 - (b) “Administrator”, “Deputy Administrator” & “Assistant Administrator” means Administrator, Deputy Administrator and Assistant Administrator appointed under section-12 of the Act.
 - (c) “Board” means the Evacuee Trust Property Board as defined under section-2 of the Act.
 - (d) “Chairman” means the Chairman of the Evacuee Trust Property Board.
 - (e) “Committee” means a committee to be constituted by the Chairman under the Scheme, provided that the committee shall be constituted from amongst the following:-
 - (i) MNA / MPA of the area.
 - (ii) Deputy Commissioner or Assistant Commissioner concerned.
 - (iii) A representative of the Peasantry.
 - (iv) Deputy Administrator, Assistant Administrator concerned, who will Act as Member-Secretary.

- (f) ¹ “Cultivator” means a person recorded in the revenue record in actual cultivating possession of the land continuously since Kharif, 1974.”
- (g) “Defaulter” means a person who fails to pay the lease money or other dues within the period of one month after it becoming due.
- (h) “Lessee” means a grantee of lease hold rights of the evacuee trust agricultural land.
- (i) ² “Orchard” means land under fruit trees planted to a density of twenty five trees or more per acre grown and maintained by human efforts or recorded as an orchard in the revenue record.
- (j) “Rural Agricultural Land” means the evacuee trust agricultural land in the rural areas.
- (k) “Rural Area” means the area other than the urban area.
- (l) “Urban Agricultural Land” means the evacuee trust agricultural land in the urban areas.
- (m) “Urban Area” means the area situated within the limits of municipal corporation, a municipal committee, a notified area committee, a small town committee, a sanitary committee or a Cantonment Board.
- (n) “Economic Holding” means
- (i) In the province of Sindh and Baluchistan an area measuring sixty four acres of land.
- (ii) Elsewhere, an area measuring two squares and two rectangles or fifty acres whichever is more.
- “Banjar Land” means evacuee trust agricultural land lying barren and which can be put to use for agricultural purposes.
- (p) ³ “Uneconomic land” means a piece of land including marrian, marghat or massan accepted those which are in use or are alive yielding nominal income which is less than five percent of the value of the land or no income, or the retention of which is not profitable due to its income not being commensurate with the cost of its maintenance or otherwise difficult to manage.”

(ii) All other words and expressions used but not defined in the Scheme shall have the same meaning as in the act.

MODE OF LEASE

3. RURAL LAND

- (1) The lease of the land in rural areas shall be given to the following:-
- (i) The Cultivator.
- (ii) The J & K refugees/ allottee / lessee.
- (2) The proposed lessee under sub-para (1) above may be allowed to retain land upto a maximum of 12½ acres provided he:-

- (i) Does not own more than 4½ acres of agricultural land: or
- (ii) Who has no tenancy right of 12½ acres or more anywhere. Provided that if a person was in possession of land measuring more than 12½ acres and excess area has been taken away from him, the lessee shall be given a choice for the retention of 12½ acres in a compact block as far as possible.
- (3) If a proposed lessee was cultivating the land along with his major son or brother, the major son or brother as the case may be, shall have independent right for the grant of lease.
- (4) ⁴No person shall be granted lease under para-3 unless he has cleared all the arrears due.

- The remaining land, if available, may be offered on lease to the Jammu and Kashmir Refugees, who have been deprived of their temporary allotments due to the acquisition of the land by any district authority, agency, autonomous body or corporation. In no case, however, the area offered shall exceed 12½ acres provided that such a person does not own more than 4½ acres of agricultural land or who has no tenancy rights of 12½ acres or more anywhere. Provided further that such a person has not obtained lease of land under para-3.

- ⁵The land remaining un-disposed off under the foregoing paras, shall be leased out in lots of 12½ acres with marginal adjustment by auction to the persons eligible under clause 3(2)(i) and (ii) but not at the rate less than the relevant rate prescribed in clause 7. Provided that in order to keep the “lot bandi” intact the remaining area may be offered for lease to the cultivator of the other part of the lot at the last auction rate of 50% above the rate of the lease money charged from him whichever is higher. In case of his refusal the land shall be leased out by auction in the manner indicated in this clause.

⁶Provided further that in case of three auctions having been held and the rate of bid being found less than the previous rate, the Chairman may give the lot on lease through negotiation but not at the rate less than the relevant rate prescribed in clause 7.

6 ⁷The lease period shall be three years and the rate of lease money shall be revisable at the rate of 10% after every one year from the grant of the lease.

7 LEASE MONEY

(1) ⁸Subject to sub-clause (2), from Kharif 2001, the minimum rate of lease money for grant of lease under clauses 3 and 4 shall be assessed and charged in accordance with the quality of land as specified below, namely:-

the event of transfer of lease right to a new lessee or resumption of land by the Board for any public purpose or cancellation of lease for any other reason, as the case may be.

8 The lessees who organize themselves into cooperative farming societies may be given all facilities available to other cooperative societies.

URBAN LAND

9 LEASE OF URBAN LAND

(1) The urban agricultural land shall be divided into lots which should not ordinarily exceed 6 acres (with marginal adjustment) of contiguous land.

⁹(2) The lots so carved out shall be leased out to persons eligible under sub-clause (1) of clause 3 subject to payment of the lease money at the rate and terms and conditions specified in clause 7.

PERIOD OF LEASE AND REVISION OF LEASE MONEY.

- The lease period shall be one year.
- The rate of lease money shall be revisable at the rate of 10 percent every year.
- The Urban land remaining un-disposed of under sub-para (2) shall be disposed of by public auction to the persons eligible under sub-clause (1) of clause 3.

10. LEASE OF BANJAR LAND.

- The banjar land may, as far as possible, be leased out in lots of economic holding on tube well basis by public auction or after calling tenders subsequent to wide publicity through press, for a period of ten years with the prior approval of the Chairman.
- The Board or its delegatee may allow lease of any piece of banjar land or of marrian or marghat lying unused for fish, poultry, sheep, goat or cattle farming for a period of ten years which shall be renewable for another ten years by the Board on fresh terms and conditions, and for industrial purpose for a period of thirty years by public auction or calling tenders subsequent to wide publicity through press and electronic media. Provided that if no bid is received in the public auction or no tender is given or the response is not worth consideration

or is below the reserve bid, the Board or its delegatee may allow lease through negotiation at the rate not less than the relevant rate laid down in Sub-Clause (1) of Clause 7.

- The lease money shall be payable in advance for ten years on commencement of the lease and, for subsequent period, at the beginning of the eleventh and twenty-first years subject to one hundred percent increase after every ten years.
- If the land is already on lease with a cultivator and he applies for use of the whole or part thereof for any of the aforesaid purposes, the lease may be allowed by the Board or its delegatee through public auction or after calling tenders with the right of first refusal to the lessee, subject to the following conditions, namely:-
 - There shall be ten percent increase in the lease money every year, if the lease money is not paid in advance for ten years;
 - The lessee shall not be eligible to sub-lease the land;
 - On expiry of lease period, the land shall revert to the Board free from all encumbrances;
 - The land shall not be mortgaged or alienated for obtaining loans from any bank, financial institution or cooperative society; and
 - In case of death of lessee during the subsistence of lease, his legal heirs would be eligible to get the lease hold rights for the un-expired period of the lease subject to regular payment of lease money inclusive of arrears to the Board for such period on the same terms and conditions;

Provided that if the lessee dies, without leaving any legal heir, the land shall forthwith stand reverted to the Board.

¹⁰(5) In case the land is given on lease by auction or calling tenders in the manner as specified in this clause, the rate of reserve lease money shall be fixed by the Chairman on the recommendation of the Committee which amount shall not in any case be less than the rate provided under clause 7 before holding auction or calling tenders, as the case may be.

(6) For the purposes of this clause, the Committee shall consist of the following, namely;

- A representative of the Board's Headquarters not below the rank of Deputy Secretary, to be nominated by the Chairman.
- Administrator of the concerned Zone.
- Deputy Administrator or Assistant Administrator concerned; and
- A representative of the District Revenue Officer not below a BPS-16 officer.
"Provided that three members shall constitute the quorum of the Committee".

ORCHARDS.

11 LEASE OF ORCHARDS

- (1) The orchard shall be leased out by unrestricted public auction for a period of two year. The lease period shall be from 1st September to 31st August.
- (2) The reserve lease money per annum in the case of orchards shall not be less than previous years lease money.

MISCELLANEOUS

12 PERSONS ELIGIBLE TO TAKE PART IN THE AUCTION PROCEEDINGS

- (1) Any person who is major and is not insane can secure the lease.
- (2) No Government servant / employee of the Evacuee Trust Property Board or any other autonomous or semi-autonomous body is permitted to secure the lease.
- (3) A defaulter or another person against whom the dues of the Board are outstanding is debarred from securing lease.
- (4) If it is found subsequently that any such person has secured lease, his lease shall be cancelled and the lease money so deposited shall be confiscated in favour of the Board.
- (5) No person can bid and take on lease rural agricultural land in excess of 12½ acres, urban agricultural land in excess of six acres and Banjar land in excess of economic holding with marginal adjustments.

13 ¹¹The grant of lease shall be made as far as possible between 1st of January and 30th April each year. On the expiry of lease period of a land, the existing lessee shall cease to have any right or claim in the said land and no notice or intimation for fresh lease shall be given to him.

14 DEPOSIT OF LEASE MONEY

The full lease money for the first year shall be payable by the lessee in advance and for subsequent years by the 31st January every year. In case of auction the lease money shall be

payable at the fall of hammer and for each subsequent year payable in advance by 31st January.

15 PUBLICITY FOR HOLDING AUCTION PROCEEDINGS

¹²Assistant Administrator and Deputy Administrator shall ensure adequate publicity for the auction of the lease through newspapers and beat of drum, loud-speaker or local Chowkidar in the village. In case of stray and small auction, the publicity shall be made through revenue staff and beat of drum, loud-speaker or lambardar or a local Chowkidar in the village.

EXPLANATION:- For the purpose of this paragraph, small or stray auction shall mean auction of one or two lots, out of routine auction programme.

16 ACCEPTANCE OF HIGHEST BID

(1) The Deputy Administrator / Assistant Administrator shall be competent to accept the highest bid provided the lease money offered is not less than the reserved price.

(2) Omitted vide Notification No.S.R.O._____(1)/2000 DATED 30-10-2000.

(3) All lists of the approved auction shall be submitted by the Assistant / Deputy Administrator to Evacuee Trust Property Board and Federal Government for record.

17 TERMS AND CONDITIONS

Subject to the Provisions of this Scheme the lease shall be granted on such terms and conditions as may be prescribed in the lease deed to be executed by the lessee. The terms shall be approved by the Chairman. The lessee shall also be bound by all the conditions already approved and the conditions laid down by the Board from time to time.

18 TRANSFER OF LEASE RIGHTS

¹³In the case of death of a lessee during the subsistence of the lease period, his legal heirs would be eligible to get the lease hold rights for the unexpired period transferred in their names and similarly they shall be responsible to the Board for the payment of the lease money.

18(a) The Administrator concerned shall be competent to extend the lease rights in the name of widow and /or legal heir(s) of the deceased on the basis of the succession certificate subject to following conditions namely;

(i) That the deceased lessee has been continuously cultivating the land since 1974.

(ii) That at the time of transfer of lease rights, the legal heir(s) of the deceased lessee should be in cultivating possession of the Evacuee Trust Land; and in case of widow, her major son or any close relative be cultivating the said land:

(iii) That while allowing transfer of lease rights, the lease money of land in urban area will be enhanced by 50% and that of in rural area by 30%. The above increase in rate of lease money will be in addition to the usual periodical increase after every three years made under the existing policy: and

(iv) The new lessee will execute an agreement with the department on account of transfer of lease rights and shall abide by the provisions of the "Scheme" for the lease of Evacuee

Trust agricultural land, 1975 “and instructions issued from time to time in this behalf by the Evacuee Trust Property Board or Federal Government”.

18 (b) ¹⁴The lease rights of the land on lease with the cultivators continuously since Kharif, 1974 onwards may be allowed to be transferred by the Deputy Administrator or Assistant Administrator concerned subject to the following conditions:-

(i) Execution of fresh lease agreement by the new lessee and payment of arrears of lease money, if any.

(ii) Rate of lease money will be enhanced by 50% while allowing transfer of lease rights.

(iii) Payment of transfer fee at two times of the rate of annual lease money of urban land and three times rate of lease money of rural land.

(iv) New lessee will cultivate the land himself and will not be entitled to sub-let in any manner.

(v) Periodical increase of 30% in the rate of lease money after every three years will apply as usual.

(vi) Land will be used only for agricultural purposes.

(vii) Lease rights will be transferred for the total area of the lot and not for a portion thereof.

(viii) Lease will be subject to the provisions of the Scheme, 1975 and Act XIII of 1975 as amended from time to time.

(ix) The lessee will not be eligible to transfer the lease rights to any person without the prior permission of Deputy Administrator or Assistant Administrator concerned subject to the above conditions.

18 (c) ¹⁵The lots of agricultural land which are put to auction, their rights may be transferable on the following terms and conditions:-

(i) Payments of transfer fee equal to four times of existing annual rate of lease money:

(ii) Payment of arrears, if any:

(iii) Rate of lease money will be enhanced by 100%.

(iv) Lease rights will be transferred for the total area of the lot as such and not a portion of it. and

(v) The other terms and conditions of the lease will be the same as mentioned in sub-para 18(b).

18(d)(1) ¹⁶ The Board or its delegatee may, at its discretion, accord approval to the sale of an evacuee trust agricultural land which is uneconomic or otherwise difficult to manage, through open auction of by calling tenders subsequent to wide publicity through mass media,

or, in such cases in which litigation has prolonged exceeding five years or where the piece of land to be sold in a particular revenue estate does not exceed twenty kanals and there is no other evacuee trust land in that revenue estate or where the Board is under obligation to provide passage to the adjacent non-evacuee trust land, through negotiation, if such sale appears to be the best course as an act of management, under the circumstance. The reserve price of the land shall be fixed with reference to the prevailing market rate.

“Provided that if no bid is received in the public auction or no tender is given or the response is not worth consideration or is below the reserve bid, the Board or its delegatee may allow sale through negotiation at the rate not less than the reserve bid in each such case;

“Provided further that in case of three auctions having been held and the rate of bid being found less than the reserve bid, the Chairman may revise the reserve bid which may not be less than the highest bid received during the previous auctions.”;

(2) Land decided to be disposed of by sale through public auction shall be transferred to the highest bidder provided the right of first refusal shall be given to the occupant of the property to purchase it at the auction rate.

(3) The auction shall be conducted preferably on the spot by the Committee constituted under sub-clause (6) of clause 10.

(4) “The Board may require the Chairman to arrange survey of all rural and urban agricultural lands to determine the utilization of such lands to the best advantage of the Board.

(5) In case the Board finds sale of such properties to be the best course of an act of management under circumstances, the Board may authorize the Chairman to procure minimum necessary logistics including office equipment, etc., and hire services of such number of suitable qualified professionals on contract for such period as necessary to conduct speedy survey and auction of such properties.”

18(DD) The Board or its delegatee may, at its discretion, accord approval to the sale of evacuee trust agricultural land, which has been declared as trust, as a result of judicial verdict under sections 8 & 10 of the Evacuee Trust Properties (Management & Disposal) Act, 1975, and is declared uneconomic due to reason that the possession of the land could not be taken over by the Board due to further litigation and that the Board has never earned a penny as revenue from the said land, through negotiation with the occupants, irrespective of the period of litigation, if such sale appears to be the best course as an act of good management under the circumstances. The reserve sale price of the land shall be fixed with reference to the prevailing market rate”.

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18-E. LEASE OR SALE IN CERTAIN CASES.

In case where it is not found possible for any reason or practical difficulty that cannot be overcome in ordinary course or where all efforts to decide lease or sale of an agricultural land under the relevant provisions of this Scheme have failed, the Board or its delegatee may, as an act of good management, decide the same, with the prior approval of the Federal Government, in the manner as may be in the best interest of the Board.

“Provided that in lease cases the lease money to be fixed shall not be less than the relevant rate laid down in sub-clause (1) of clause 7 and that in sale cases the sale price to be fixed shall not be less than the most recent rate specified by the revenue authorities or the Deputy Commissioner for the purposes of stamp duty, or the prevailing market price which ever is higher.

“Provided further that in a case where on receipt of proposal from the Evacuee Trust Properties Board, the decision of the Federal Government is not conveyed to the Board within a period of ninety days or in case nineteenth day is not a working day due to public holiday or otherwise, by the next working day, the Board or its delegatee may, as an act of good management, proceed accordingly in the best interest of the Board.”

CANCELLATION OF LEASE.

19 The Assistant / Deputy Administrator shall be competent to cancel a lease if the lessee thereof has violated any of terms and conditions of the lease or the land is required for any public purpose provided the lessee has been provided a reasonable opportunity of being heard.

IMPOSITION OF FINE.

20 The Assistant / Deputy Administrator in whose jurisdiction the rural agricultural land, urban agricultural land, Banjar land or orchard / garden is situated shall be competent to impose fine up to Rs. 10,000/- (Ten Thousand Rupees Only) for any breach of the terms and conditions of the lease provided he is satisfied that such breach is rectifiable. In other cases of breach of the terms and conditions of the lease, the Assistant / Deputy Administrator of the area concerned shall be competent to cancel the lease after giving lessee / cultivator an opportunity of being heard.

20(A) In addition to such action as may be taken under section 25 of the Evacuee Trust Properties (Management and Disposal) Act, 1975 (XIII of 1975), any person who is found to be in possession of an evacuee trust land not otherwise authorized under any of the Provisions of this Scheme there shall be charged mesne-profit not less than two times of the relevant rate prescribed in clause 7 for the period of his illegal and unauthorized possession.

RESUMPTION OF LAND.

21 The existing lease shall continue for the remaining period of lease subject to the conditions that any tiller of the land shall not be ejected by the lessee if he continues paying share of the produce to the lessee.

22 In case the lease is cancelled and there are standing crops in such area, the officer concerned shall get the compensation assessed by the local revenue authorities and shall resume the land after offering payment of such compensation to the lessee.

CANCELLATION OF LEASE OBTAINED THROUGH FRAUD & DECEITFUL MEANS

23 The Chairman is competent to cancel the lease of any land if he is satisfied that the auction was not conducted properly or that the lease was acquired by fraud or deceitful means.

24 This Scheme supersedes all previous Scheme and instructions on the subject.