EVACUEE TRUT PROPERTY BOARD

GOVERNMENT OF PAKISTAN

SCHEME OF THE LEASE OF EVACUEE TRUST AGRICULTURAL LAND, 1975

ETPB Act & Schemes (Amended 2025)

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:

1) SHORT TITLE, COMMENCEMENT AND EXTENT.

(i) This Scheme shall be called "Scheme for the Lease of Evacuee Trust Agricultural Land, 1975."
(ii) It shall come into force at once.
(ii) 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.
(ba) "Agreement" means an agreement entered into by the Board with other party after having been approved by the Board.
(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 constituted for a specificpurpose under this Scheme.
(f) "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.
(ga) "District Officer" means a Deputy Administrator or, as the case may be, Assistant Administrator being incharge of the district office of the Board.
(h) "Lessee"" means a grantee of lease hold rights of the evacuee trust agricultural land.
(ha) "Minister-in-charge" means the Minister-in-charge of the Division to which business of the evacuee trust properties stands allocated and on whom powers of the Federal Government exercisable under sections 4, 11, 12, 23, 25, 29 and 30 of the Act have been conferred by the Federal Government *vide* Notification No. S.R.O. 691(1)/2021, dated the 27th day of May, 2021 in exercise of its powers conferred by section 26 of the Act.
(hb) "nominee" means a person specified in the nominee form duly nominated by the recorded cultivator or lessee from amongst the legal heirs.
(i) "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.
(1) "Urban Agricultural Land" means the evacuee trust agricultural land in the urban areas.

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(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.

(o) "Banjar Land" means evacuee trust agricultural land lying barren and which can be put to use for agricultural purposes.

(p) "Uneconomic land" means a piece of land including marrian, marghat or massan except 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. <u>RURAL LAND</u>

(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 that 12½ 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 alongwith 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) No person shall be granted lease under para-3 unless he has cleared all the arrears due.

(3A). For the purpose of auction in respect of this Scheme, there shall be an auction committee consisting of the persons as specified in the table below, namely:-

TABLE

S. No.	Membership	Status
(1)	**(2)**	**(3)**
1	Representative of the Board's headquarters to be nominated by the Chairman	*Convener*
2	A representative of the concerned Zone nominated by the Zonal Administrator	*Member*
3	District Officer	*Member-cum- secretary*
4	A representative of the District Revenue Officer	*Member*

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4. The remaining land, if available, may be offered on lease to the Jummu 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.

5. The land remaining un-disposed of under the foregoing paras, shall be leased out in lots of l2½ 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 lessee of the other part as per similar per acre rate of the main lot. In case of his refusal, the remaining land shall be leased out through open auction after making a new lot bandi.

Provided further that the new lot bandi shall be subject to approval by the Chairman based on the recommendations of the Administrator and District Officer.

6. PERIOD OF LEASE AND REVISION OF LEASE MONEY.

The lease period shall be eight years and enhancement in lease money shall be made at an annual rate of ten percent. After expiry of the lease period, the reserved lease rate shall be increased by ten percent based on the last bill issued or paid by the lessee, as the case may be.

7. LEASE MONEY

(1) Subject 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:-

	Quality of Land	Rate per produce index unit
a.	Canal irrigated land	
	(i) Perennial	Rs.25/-
	(ii) Seasonal.	Rs.20/-
b.	Irrigated by Tube well or chahi or jhalar.	Rs. 15/-
c.	Barani Land, Selab and Banjar jadeed.	Rs. 8/-
d.	Banjar Qadeem.	Rs. 5/-

(2) The rates specified in sub-clause (1) shall be subject to the following conditions, namely:-

(a) In case of agricultural land on lease to a cultivator in physical possession thereof, the existing lease rate, if it is more than the minimum rate as specified in sub-clause (1), shall continue to be charged.

(b) The reserve bid in respect of lease of agricultural land which is put to auction shall be fixed at the minimum rate as specified in sub-clause (1) or at the existing rate, whichever is higher:

"Provided 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.

(c) The case of agricultural land, which has deteriorated due to water-logging or some other reason and the yield is not at par with the land of similar quality in the vicinity, shall be referred to the Administrator concerned by the District Officer (or the lessee) and after affording opportunity of being heard to the parties, the Administrator shall pass appropriate orders.

(3) A lessee or cultivator may, if he so likes, install tubewell at his own risk and cost without claiming adjustment or compensation in any form from the Board and will be removable in the event of transfer of lease rights 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.

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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, PERIOD OF LEASE AND REVISION OF LEASE MONEY.

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

(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.

(3) The lease period shall be one year.

(4) The rate of lease money shall be revisable at the rate of 10 percent every year.

(5) 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. LONG LEASE OF LAND.

(1) The *banjar* land may, as far as possible, be leased out in lots of economic holding on tube well basis by public auction or by calling tenders subsequent to wide publicity through the press, for a period of thirty years. This lease period may be renewable for another thirty years with fresh terms and conditions, subject to the prior approval of the Chairman.

(2) The Board may allow the lease of any piece of *banjar* land, *marrian* or *margat*, lying unused, for fish and livestock farming or for industrial purposes for a period of thirty years. The reserved rates shall be fixed by the Chairman on the recommendation of concerned District Officer and Administrator by keeping in view the market rate of land. The lease period may be renewable for another thirty years by the Board under fresh terms and conditions and lease money:

Provided that if no bid is received in three consecutive public auctions or the response is not worth consideration, or is below the reserve rate, the reserve rate shall be re-fixed by the Chairman, considering the market rates. The auction of *banjar* land shall be conducted by a committee comprising the persons specified in the table below, namely:-

TABLE

S. No.	Membership	Status
(1)	**(2)**	**(3)**
1	Representative of the Board's headquarters to be nominated by the Chairman	*Convener*
2	The Administrator concerned	*Member*
3	District Officer	*Member-cum- secretary*

(3) The lease money shall be payable in advance for five years at the commencement of the lease and, for subsequent period, at the beginning of sixth, eleventh, sixteen, twenty-first and twenty sixth years, subject to ten percent annual increase on the following terms and conditions, namely:-

(a) the lessee shall not be eligible to sub-lease the land;

(b) upon expiry of the lease period, the land shall revert to the Board free from all encumbrances;

(c) the land shall not be mortgaged or alienated to obtain loans from any bank, financial institution, or cooperative society, etc.; and

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(d) in case of death of lessee, during the subsistence of lease, his nominees as specified in nominee form, shall be eligible to get the leasehold rights for the unexpired period of lease.

(4) If the land is already on lease with a cultivator and he applies for using the whole or a part thereof for any of the aforementioned purposes, the lease may be allowed by the Chairman upto eight kanals, and by the Board exceeding eight kanals, through public auction or after calling tenders with the right of first refusal to the lessee, subject to the following conditions, namely:-

(a) there shall be ten percent increase in the lease money every year, if the lease money is not paid in advance for ten years;

(b) the lessee shall not be eligible to sub-lease the land;

(c) on expiry of lease period, the land shall revert to the Board free from all encumbrances;

(d) the land shall not be mortgaged or alienated for obtaining loans from any bank, financial institution or cooperative society; and

(e) in case of death of lessee during the subsistence of lease, his nominee shall 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 onthe same terms and conditions:

Provided that if the lessee dies, without nominating any person as his nominee, the land shall forthwith stand reverted to the Board.

(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) A representative of the Board's Headquarters not below the rank of Deputy Secretary, to be nominated by the Chairman.

(b) Administrator of the concerned Zone.

(c) Deputy Administrator or Assistant Administrator concerned; and

(d) A representative of the District Revenue Officer not below a BPS-16 officer.

"Provided that three members shall constitute the quorum of the Committee".

(7) The transfer of leasehold rights granted under sub-paragraphs (2) and (4) may be allowed by the Chairman upto eight kanals or the Board in all other cases with the express written consent of the previous lessee and proposed lessee, subject to the payment of a transfer fee equal to one year's lease money. Such transfer shall be subject to the following terms and conditions, namely:-

(a) lease rights shall be transferred for the entire land and not for a portion thereof; and

(b) the leasehold rights shall be transferred only for the unexpired period.

(8) An agricultural lot or portion thereof, located within the declared urban municipal limits or rural areas and possessing commercial potential, may be developed in accordance with Chapter VI-A of the Scheme for the Management and Disposal of Urban Evacuee Trust Properties, 1977.

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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 lst 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 12 ½ acres, urban agricultural land in excess of six acres and Banjar land in excess of economic holding with marginal adjustments.

13. The grant of lease shall be made as far as possible between Ist 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 of the lease shall be payable by the lessee in advance, and for subsequent years, it shall be due by the 31st day of March every year. In case of an auction, the lease money shall be payable at the fall of the hammer, and for each subsequent year, it shall be payable in advance by the 31st day of March.

15. **PUBLICITY FOR HOLDING AUCTION PROCEEDINGS**

Assistant 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. Omitted vide notification bearing SRO No..... dated .....

18(A). TRANSFER OF LEASEHOLD RIGHTS IN CASE OF DEATH OF A CULTIVATOR OR LESSEE.

(1) In case of death of a cultivator, the leasehold rights shall be transferable to his nominee as indicated in the nomination form by the Administrator.

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(2) In case of death of a lessee, who secured leasehold rights under paragraph 6 or sub-paragraph (3) of paragraph 9, as the case may be, the leasehold rights shall be transferable to his nominee, as indicated in the nomination form, for the remaining period of the said lease by the Administrator.

18(B). TRANSFER OF LEASEHOLD RIGHTS BY THE CULTIVATOR DURING HIS LIFETIME

The transfer of leasehold rights of the land, under lease, with the cultivator may be allowed, during his lifetime, either to his nominee or any other person by the District Officer concerned, subject to the following conditions, namely:-

(a) execution of a fresh lease agreement by the new lessee and payment of arrears of lease money or other dues, if any;
(b) the rate of lease money shall be enhanced by fifty percent while allowing the transfer of lease rights;
(c) payment of transfer fee at two times the rate of annual lease money for urban land and three times the rate of lease money for rural land;
(d) the new lessee shall cultivate the land himself and shall not alienate, sublet, or transfer it in any manner;
(e) a periodical increase of thirty percent in the rate of lease money after every three years shall apply; and
(f) lease right shall be transferred for the total area of the lot and not for a portion thereof.

18(C). TRANSFER OF LEASEHOLD RIGHTS OF AUCTION LOTS

The leasehold rights of lots of agricultural land granted under paragraph 6 or sub-paragraph (3) of paragraph 9 may be transferable to nominee or any other person for the remaining period of the lease on the following terms and conditions, namely:-

(a) execution of a fresh lease agreement by the new lessee and payment of arrears of lease money or other dues, if any;
(b) payment of a transfer fee equal to fifty percent of the existing annual rate of lease money;
(c) the new lessee shall cultivate the land himself and shall not alienate, sublet, or transfer it in any manner;
(d) the land shall not be used for purposes other than agriculture;
(e) lease rights shall be transferred for the total area of the lot and not for a portion thereof.;

18(D). Omitted vide notification bearing SRO No..... dated .....

18(DD). Omitted vide notification bearing SRO No..... dated .....

18-E. LEASE IN SPECIAL CASES.

In cases where, for any reason or due to practical difficulty that cannot be overcome in the ordinary course, or when all efforts to decide the lease of agricultural land under the relevant provisions of this Scheme have failed, the Board may make a decision with the prior approval of the Minister-in-charge in a manner as may be in the best interest of the Board:
Provided that in lease cases the lease money shall be fixed by the Board and it shall not be less than the rates mentioned in sub-paragraph (1) of paragraph 7.

19. CANCELLATION OF LEASEHOLD RIGHTS.

The District Officer may cancel leasehold rights if the lessee violates any terms and conditions of the lease agreement:
Provided that a reasonable opportunity of hearing shall be provided to the lessee or cultivator by the District Officer before the cancellation of leasehold rights.

19(A). CANCELLATION OF LEASEHOLD RIGHTS FOR PUBLIC PURPOSES.

When any evacuee trust land is declared for public purposes by the Minister-in-charge, the District Officer may, after providing an opportunity of being heard, cancel the leasehold rights and shall retrieve possession thereof, free of all encumbrances.

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20. **IMPOSITION OF FINE.**

The District Officer in whose jurisdiction the rural agricultural land, urban agricultural land, banjar land or orchard or garden is situated, shall be competent to impose fine upto Rupees fifty thousand for any breach of the terms and conditions of the lease, if the violation is rectifiable. The District Officer shall also recover any financial loss caused to the land or property.

20(A). In addition to such action as may be taken under section 25 of the Evacuee Trust Properties (Management and Disposal) Act, 1975 (XII 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 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.

22(A). Discovery of Mine or Mineral from Evacuee Trust Land:

In the event of the discovery of a mine or mineral from evacuee trust land situated anywhere in Pakistan, the leasehold rights of the lessee shall be considered to have been cancelled immediately.

23. CANCELLATION OF LEASE OBTAINED THROUGH FRAUD & DECEITFUL MEANS

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 schemes and instructions on the subject.

NOMINATION FORM

[see paragraph 2,10]

1. I,_____ s/o,d/o,w/o _____ r/o _____ having CNIC No _____ is lessee / tenant of _____

2. I have obtained the lease / tenancy on _____ u/c _____ of the scheme _____.

3. I have the following legal heirs:-

(a) _____
(b) _____
(c) _____

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(d) _____
(e) _____
(f) _____
(g) _____

4. I, _____ s/o, d/o, w/o _____ nominate Mr/Mrs./Mst_____ as my nominee amongst my legal heirs. The tenancy/lease rights may be transferred to my nominee after my demise.

5. If I want to replace my aforesaid nominee, I shall intimate department and resubmit nominee form.

Executant _____

Address _____

Witnesses:

1. Name:_____

   Signature / thumb impression of the witness

   Address:_____

2. Name:_____

   Signature / thumb impression of the Witness

   Address:_____

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