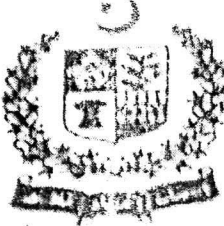


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EXTRAORDINARY

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PART II

Statutory Notifications containing Rules and Orders issued by all Ministries and Divisions of the Government of Pakistan and their Attached and Subordinate Offices and the Supreme Court of Pakistan

GOVERNMENT OF PAKISTAN

MINISTRY OF RELIGIOUS AFFAIRS & INTERFAITH HARMONY

[EVACUEE TRUST PROPERTY BOARD]

NOTIFICATION

Islamabad, the 9th October, 2020

S.R.O. 71 (KE)/2020:

In exercise of the powers conferred by Section 30 of the Evacuee Trust Properties (Management and Disposal) Act, 1975 (XIII of 1975), the Evacuee Trust Property Board, with the prior approval of the Federal Government, is pleased to direct that the following further amendments shall be made in the

(355)

Price : Rs. 10.00

Scheme for the Management and Disposal of Urban Evacuee Trust Properties 1977, namely :-

In the aforesaid Scheme,-

(a) in paragraph 2, in clause (i), in sub-clause (ii), for full stop at the end a semi colon shall be substituted and therefore the following new sub-clauses shall be added, namely :-

- (j) "rural agricultural land" means the evacuee trust agricultural land in the rural areas ; and
- (k) "urban agricultural land" means the evacuee trust agricultural land in the urban areas.

(b) after paragraph 18-D, the following new paragraphs shall be inserted namely:-

"18 -E Development of and evacuee trust land for education and health purpose for public sector and Government philanthropic Institutions:-

If use of evacuee trust rural or urban agricultural land or property is declared for public purpose, by the Federal Government and is required to be developed for educational and health purpose the following procedure shall be adopted by the Board, namely:-

- (a) request for lease by the Federal Government, or the Provincial or Local Government as the case may be, shall be addressed to the Division to which business of the Act stands allocated;
- (b) terms and conditions, monthly rent and goodwill money and non refundable security shall be determined by the Board on case to case basis; and
- (c) final approval shall be granted by the Federal Government.

18 -F Development of evacuee trust land for education and health purpose for non profitable and charity Institutions:-

If use of evacuee trust rural or urban agricultural land or property is declared for public purpose, by the Federal Government and is required to be developed for education and health purpose the following procedure shall be adopted by the Board, namely:-

- (a) evacuee trust land may be leased by public auction, after wide publicity through the press and local mushtary munadi with all modes subject to public procurement rules, on reserve ten percent of the prevailing market value of the evacuee trust land as goodwill or non-refundable security:

"Provided that if no bid is received in three consecutive public auctions and the same is not worth consideration or is below the reserve price,

the Board may allow lease at the negotiated rate to be decided on case to case basis;

- (b) the auction of evacuee trust land shall be held by a committee comprising:-
- | | | |
|-------|---|-------------|
| (i) | an officer in (BPS-19) of the Division to which business of the Act stands allocated; | Chairperson |
| (ii) | a representative of the Board's Headquarters not below the rank of Deputy Secretary, to be nominated by the Chairman, Evacuee Trust Property Board; | Member |
| (iii) | Administrator of the concerned Zone; | Member |
| (iv) | Deputy Administrator concerned; and | Member |
| (v) | a representative of District Revenue Officer not below BPS-17 officer; | Member |
- (c) four members shall constitute the quorum of the committee;
- (d) terms and conditions and monthly rent shall be determined by the Board, on case to case basis, keeping in view the cost of construction, vicinity, philanthropic contribution for General Public and other ground realities;
- (e) the monthly rent of building shall be charged after expiry of construction period of three years or after the period specified by the Board. No rent shall be charged during construction;
- (f) on expiry of period specified by the Board, in case of non-completion of the building by the lessee or public sector, evacuee trust land, building structure shall stand reverted to the Board;
- (g) the lease period of the developed, building shall be thirty years. No extension shall be granted;
- (h) on the expiry of the lease period, the new construction or the building structure so raised shall, for all intents and purposes, vest in the Board free from all encumbrances;
- (i) the cost of construction shall be borne by the lessee and construction of the building shall be according to municipal bye-laws. In violation of bye-laws, agreement shall be cancelled;
- (j) The expenses on the maintenance and security of the building shall be borne by the lessee without adjustment against rent or, as the case may be, the lease money;

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- (k) the building plan shall be subject to the municipal bye-laws and no objection certificates and shall be got approved by the lessee at his own expense before starting construction work;
 - (l) the lessee shall not be entitled to secure loan from a bank, financial institution, co-operative society or any person by mortgaging the property to be developed;
 - (m) the agreement shall be subject to the provisions of the Act and the schemes made thereunder;
 - (n) in case of any contravention of any term or condition of the agreement for lease or, as the case may be, development of evacuee trust land, the agreement shall be liable to cancellation or developer shall be ejected forthwith as provided under Section 25 of the Act;
 - (o) utilization of identified evacuee trust land by the lessee shall be purely for health and educational purpose. In case of any violation, the lease shall be revoked by the Board forthwith;
 - (p) if the lessee of evacuee trust land, intends to utilize a specific area for commercial use *i.e.* cafeteria, parking and Pharmacy in Hospital and canteen or bookshop in educational institutions, such request shall be decided by the Board; and
 - (q) if any dispute arises regarding agreement clauses, interpretation and terms and conditions, the matter shall be referred to the Chairman Evacuee Trust Property Board as sole arbitrator, whose decision shall be binding on both the parties.

18 -G Development of evacuee trust land for education and health purpose for private sector:- If use of evacuee trust rural or urban agricultural land or property is declared for public purpose by the Federal Government and is required to be developed for education and health purpose the following procedure shall be adopted by the Board, namely:-

- (a) evacuee trust land may be leased by public auction, after wide publicity through the press and local mushtary munadi with all modes subject to public procurement rules, on reserve ten percent of the prevailing market value of the evacuee trust land as goodwill or non-refundable security.

Provided that if no bid is received in three consecutive public auctions and the same is not worth consideration or is below the reserve price, the Board may allow lease at the negotiated rate to be decided on case to case basis;

- (b) the auction of evacuee trust land shall be held by a committee comprising of :-
- | | | |
|-------|---|-------------|
| (i) | an officer in (BPS-19) of the Division to which business of the Act stands allocated; | Chairperson |
| (ii) | a representative of the Board's Headquarters not below the rank of Deputy Secretary, to be nominated by the Chairman, Evacuee Trust Property Board; | Member |
| (iii) | Administrator of the concerned Zone; | Member |
| (iv) | Deputy Administrator concerned; and | Member |
| (v) | a representative of District Revenue Officer not below BPS-17 officer. | Member |
- (c) four members shall constitute the quorum for meeting of the committee;
- (d) terms and conditions and monthly rent shall be determined by the Board, on case to case basis, keeping in view the cost of construction, vicinity, philanthropic contribution for General Public and other ground realities;
- (e) monthly rent of building shall be charged after expiry of construction period of three years or after the period specified by the Board. No rent shall be charged during construction;
- (f) on expiry of period specified by the Board, in case of non-completion of the building by the lessee or public sector, evacuee trust land, Construction of the building structure shall stand reverted to the Board;
- (g) the lease period of the developed building shall be thirty years, No extension shall be granted;
- (h) on the expiry of the lease period, the new construction or the building structure so raised shall, for all intents and purposes, vest in the Board free from all encumbrances;
- (i) the cost of construction shall be borne by the lessee and construction of the building shall be according to municipal bye-laws. In case of violation of the bye-laws, agreement shall be cancelled;
- (j) the expenses on the maintenance and security of the building shall be borne by the lessee without adjustment against rent or, as the case may be, the lease money;
- (k) the building plan shall be subject to the municipal bye-laws and no objection certificates and shall be got approved by the lessee at his own expense before starting construction work;

- (l) the lessee shall not be entitled to secure loan from a bank, financial institution, co-operative society or any person by mortgaging the property to be developed;
- (m) the agreement shall be subject to the provisions of the Act and the schemes made thereunder;
- (n) in case of any contravention of any term or condition of the agreement for lease or, as the case may be, development of evacuee trust land, the agreement shall be liable to cancellation or developer shall be ejected forthwith as provided under Section 25 of the Act;
- (o) utilization of identified evacuee trust land by the lessee shall be purely for health and educational purpose. In case of any violation, the lease shall be revoked by the Board forthwith;
- (p) if the lessee of evacuee trust land, intends to utilize a specific area for commercial use i.e. cafeteria, parking and Pharmacy in Hospital and canteen or bookshop in educational institutions, such request shall be decided by the Board; and
- (q) if any dispute arises regarding agreement clauses, interpretation and terms and conditions, the matter shall be referred to the Chairman, Evacuee Trust Property Board as sole arbitrator, whose decision shall be binding on both the parties."

[No. P (3)C-387/ETPB/15].

SANAULLAH KHAN,
Secretary.