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ISLAMABAD, FRIDAY, MAY 27, 2022

PART II

Statutory Notifications (S. R. O.)

GOVERNMENT OF PAKISTAN
CABINET DIVISION
(Abandoned Properties Organization)

NOTIFICATION

Islamabad, the 26th April, 2022

S. R. O. 657(I)/2022.— WHEREAS, the Board of Trustees in its 314th meeting held on 151 November, 2021 has been pleased to approve the abandoned properties renting out of residential & commercial property policy, 2021.

GENERAL

It is hereby enacted as follows.—

1. *Short title, extent and commencement.*—(i) This policy may be called the Abandoned Properties Renting out Residential & Commercial Property Policy, 2021.

(ii) It extends to the whole of Pakistan WHERE an Abandoned Property exists.

(iii) It shall come into the force at once.

1233 (1—5)

Price : Rs. 10.00

[7857 (2022)/Ex. Gaz.]

2. *Definitions.*—In Policy, unless there is anything repugnant in the subject or context,—

- (a) “APO” means Abandoned Property Organization.
- (b) “Act” means Abandoned Properties (Management) Act, 1975 (XX of 1975).
- (c) “sections” means sections of the Act.
- (d) “abandoned property” means any immovable property belonging to a specified person and includes any such property sold or transferred to, or placed under the supervision or control of, any other person on or after sixteenth day of December 1971.
- (e) “Words and expressions” used but not defined in these Policy the meaning assigned to them in the Act.
- (f) “Administrator” means the Administrator appointed under section 5 of Act .
- (g) “Deputy Administrator” means the Deputy Administrator appointed under section 5 of Act.
- (h) “Board” means the Board of Trustees constituted under section 4 of Act.
- (i) “Residential Accommodation” means accommodation including a house or flat owned by the Abandoned Property Organization.
- (j) “Commercial property” means and includes shops, godown and plot/land used for commercial utilization.
- (k) “Lessee” means any person(s) possessing a valid lease agreement duly issued by the Deputy Administrator APO, Islamabad or Karachi for utilization of APO property in his occupation.
- (l) “Family” means and includes spouse, legitimate children and step children of a tenant and includes his parents.
- (m) “Government” means the Government of Pakistan.
- (n) “Prevailing Market Rent” means a rent of a residential & commercial property of APO assessed by Pak. PWD or any other Agency, duly approved by BOT.

- (o) Unauthorized Occupant means a person whose lease agreement is no longer valid under this Policy.
- (p) PWD means Pakistan Works Department, Ministry of Housing & Works.

3. POLICY.

- I. All types of properties of APO will be rented out through open competitive bidding.
- II. APO properties may be rented out on the assessment made from time to time by Pak PWD or any other agency and approved by BOT.
- III. The APO's property shall be rented out "on as is and where is basis".
- IV. A security deposit equal to two months rent shall be paid by the lessee at the time of signing of a lease agreement. The same shall be returned on handing over of physical possession of premises to the lessor, subject to adjustment of any loss damages or dues.
- V. Two year lease agreement shall be made with the tenant and signed by the Deputy Administrator, Islamabad /Karachi, as the case may be.
- VI. That the lessee shall use the said premises for the specified purposes only and shall not sub-let the same, whole or a portion of property to anybody else.
- VII. The lease agreement shall be extendable yearly with an increase of 10% annually.
- VIII. After expiry of three years fresh lease agreement shall be made on fresh terms and conditions.
- Ix. The present tenants may also be offered to pay the present market rent and by signing fresh agreement otherwise vacate the APO property.
- X. The lessee shall not be allowed to give possession of the APO's property other than Officer/Official nominated by the APO.
- XI. The APO properties may be rented out with the approval of APO Board of Trustees. The BOT can reduce the assessed monthly rent

if the offer of the monthly rent is received below rent assessed by Pak. PWD and its decision will be final.

XII. In case of government agency the BOT may relax the rent or any other condition.

[F. No. 1/33/2021-APO.]

SYED KASHIF ALI KAZMI
Deputy Director (Property).

Annex-I

LEASE AGREEMENT
(ON JUDICIAL PAPER Rs. 50/-)

This lease Agreement is made at _____ on this _____ day of _____, 2021 between Deputy Administrator, Abandoned Property Organization Address _____ having hereinafter referred to as the “LESSOR” of the first part,

AND Mr. _____ S/o _____
R/o _____ having NIC _____, hereinafter referred to as the “LESSEE” of the second part.

WHEREAS the lessor above named is the sole and absolute owner of House/Flat No. _____ Address _____, equipped with all necessary fittings and fixtures, hereinafter referred to as the “SAID PREMISES”.

WHEREAS the lessor has agreed to let out the said premises and the lessee has also agreed to take the said premises on rental basis on terms & conditions as hereunder:-

1. That the lease agreement shall be deemed to be effective from _____, for a period of one year initially. The lease agreement shall be extendable yearly with an increase of 10% annually. After expiry of three years fresh lease agreement shall be made on fresh terms and conditions.
2. That the MONTHLY rent of the said premises has been mutually agreed upon at Rs. _____ (Rupees _____ only).
3. That the lessee has paid to the lessor Rs. _____ /- (Rupees only), as months ADVANCE RENT and Rs. _____ /-(Rupees _____ only) being the SECURITY DEPOSIT which shall be refunded to the lessee at the time of

vacating the said premises and handing over its vacant and physical possession to the lessor, subject to adjustment of any loss damages or dues, if any, thus the lessee has paid to the lessor total sum of Rs _____/-(Rupees _____ only) through cheque No. _____ drawn on _____.

4. That the RENT of the said premises shall be paid by the lessee on monthly basis in advance to the lessor.

5. That the lessee shall keep the said premises in good condition and in case of any loss or damage to any item of the said premises, the lessee shall be liable to repair or replace the same at his own cost.

6. That the lessee shall not make any structural addition/ alteration without written permission of the lessor.

7. That one month's prior notice shall be served on either side in case premises is to be vacant before the expiry of lease period.

8. That the lessee shall permit the lessor or his nominee, during reasonable time of the day, to enter and to view the state of the condition therefore or for any reasonable purpose as may be required, with the permission of the lessee.

9. That the lessee shall use the said premises for his own residential purposes and shall not sub-let the same or portion therefore to anybody else.

10. That if the lessee wants to install telephone connection in the said premises at his own cost and expenses, then lessor will have no objection.

11. That the lessee shall pay regularly all the dues *inter-alia*, for consumption of gas, water, electricity and telephone line etc. charges to the concerned departments during the period of his stay in the said premises and shall share the receipts of the paid bills with the lessor, if so desired by lessor.

IN WITNESS WHEREOF, both the parties have set and subscribed their respective hands to this deed on this day of above mentioned date in the presence of witness.

LESSOR: _____ LESSEE: _____

Witness _____ Witness _____