

THE BALOCHISTAN RESTRICTIONS OF RENTED BUILDINGS
(SECURITY)
ACT, 2015

(Baln. Act X of 2015)

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'THE BALOCHISTAN RESTRICTIONS OF RENTED BUILDINGS
(SECURITY)

ACT, 2015

(Baln. Act X of 2015)

[20" August, 2015]

An Act to provide mechanism for monitoring the business of rented buildings in the province of the Balochistan.

Preamble. WHEREAS it is expedient to provide mechanism for monitoring the business of rented buildings for the purpose of counter terrorism and effectively combating crime in the Balochistan and the matters connected therewith or ancillary thereto;

It is hereby enacted as follows:—

Short title, extent 1. (1) This Act may be called the Balochistan and Restrictions of Rented Buildings (Security) Act, 2015.

commencemen

t. (2) It shall extend to the whole of Balochistan

except Tribal Areas.

(3) — It shall come into force at once.

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

(a) "Act" means the Balochistan Restriction of Rented Buildings (Security) Act, 2015;

(b) "Government" means the Government of the Balochistan;

(c) "landlord" means a person or body on whose name the building stands registered in Government records;

(d) "lessee" means a person to whom the building is given by the landlord on lease;

(e) "manager" means a person, who is employed or duly authorized by the landlord for the

1 This Act was passed by the Provincial Assembly of Balochistan on 13" August, 2015, assented by the Governor of

Balochistan on 19" August, 2015; and published in the Balochistan Gazette (Extraordinary) No. 138, dated 20" August, 2015.

Rent agreement.

management of the rented building;

(f) "Officer Incharge" means the Station House Officer of a Police Station or a Levies Thana within whose jurisdiction the Rented Building is situated;

(g) "prescribed" means prescribed by rules;

(h) "Private Hostel" means any hostel other than student hostel;

(i) | "Property Dealer" means the property dealer, who deals the rented buildings for monetary consideration;

(j) "province" means the province' of Balochistan;

(k) "rented building" means any building which is given or rented and include private hostels and student hostels;

(l) "rules" means rules made under this Act;

(m) "student hostel" means building used by educational institutions including madrassas for accommodation of their enrolled students;

(n) "tenant" means a person to whom a building is given on rent on monthly basis or for a specific period by the owner, lessee or the manager, as the case may be;

(o) "tenant acknowledgement receipt" means receipt issued by the officer in-charge of the concerned Police station/Levies Thana to the landlord, manager or the lessee, as the case may be; and

(p) "schedule" means schedule annexed to this Act.

3. (1) Whenever the landlord, the lessee or the manager, as the case may be, agrees to allow any person other than his legal heirs to occupy his rented building, he shall reduce the agreement in writing on legal document which shall be signed by the landlord, the lessee or the

manager and the property dealer in case the rented building

Information with
regard to rent
agreement.

is given through him, as the case may be, and the tenant. The agreement should contain meaningful information about the tenant through which the identity of the tenant could be verified.

(2) The landlord, the lessee or the manager, as the case may be, shall exercise due care and prudence in verification of the credentials of the tenant so that the rented building may not be used for any illegal or terrorist activities.

(3) The landlord, the lessee or the manager, as the case may be, shall get minimum two references of known persons who shall verify the credentials of the tenant. The complete particulars of the reference in the form of Computerized National Identity Card and contact number shall be obtained and reference shall be given in the rent agreement.

(4) The rent agreement shall be further attested by a Magistrate, Notary Public or the Oath Commissioner.

4. (1) The landlord, the lessee or the manager, as the case may be, and the property dealer where the rented building is given through such property dealer, shall provide following information to the Officer Incharge within three days of signing of the agreement on Form-I of the schedule:—

(a) attested copy of the rent agreement;

(b) attested copy of the National Identity Card of tenant;

(c) name and copies of the National Identity Cards with contact number of two references, who identify the tenant; and

(d) particulars of the male members above the age of fourteen years living or residing with the tenant.

(2) After being satisfied, officer Incharge shall issue "tenant acknowledgment receipt" to the landlord, the lessee or the manager, as the case may be, on the submission of the requisite information on Form-II of the

schedule. He shall also incorporate the entry in the Daily

Hostels.

Powers of
Police/Levies.

Responsibilities of
Police.

Diary, maintained in such Police Station/Levies Thana.

(3) The landlord, the lessee or the manager, as the case may be, shall provide one attested copy of the tenant acknowledgment receipt to the tenant.

(4) — Any concerned police officer, not below the rank of Assistant Sub-Inspector and Levies officer not below the rank of Risladar with approval of the Officer Incharge may inspect any rented building along with the landlord, the lessee or the manager, as the case may be. The landlord, the lessee or the manager, as the case may be, shall facilitate the police during inspection.

5. (1) No landlord, lessee or manager of a private hostel or student hostel, as the case may be, shall allow any person other than enrolled student to stay therein.

(2) Private hostel and student hostel, shall maintain complete record of all persons staying therein, as required in section 3 of this Act, and shall produce it to the concerned Police/Levies authority when required.

(3) No private hostel or student hostel shall allow any tenant to keep any arms or ammunition, explosive or hate and seditious material:

Provided that the landlord, the lessee or the manager, as the case may be, of such hostel may keep a licensed arms or ammunition for the purpose of the safety of such hostels and students registered therein.

(4) The landlord, the lessee or the manager, as the case may be, shall make formal arrangement for checking of hostel rooms in order to ensure compliance with the provisions of this Act.

6. The officer Incharge may call copy of the rent agreement and copy of tenant acknowledgment receipt, from any tenant of the rented building for verification. The tenant shall produce all such related documents provided in section 4 to the Police/Levies, within twenty-four (24) hours.

7. (1) The Officer Incharge of the local Police Station/Levies Thana shall be responsible to maintain record of all rented buildings and tenants, falling in the jurisdiction of such Police Station/Levies Thana.

(2) The local police station, shall prepare a computerized database for such rented buildings.

Central database. 8. (1) After promulgation of this Act, the Police Department of the Province shall develop a_ central database of the tenants in form of hardware and software at the shortest possible time, for the purpose of this Act.

(2) Standardized software prepared for this purpose shall be utilized throughout the province.

Assistance by 9. The Revenue and Estate Departments of the Revenue and Government shall be bound to provide any information Estate regarding ownership of the rented buildings to the Departments. Police/Levies.

Penalties. 10. (1) Whoever contravenes the provision of section 3 to 6 of this Act shall be punished with imprisonment, which may extend to one year or with fine or with both.

(2) In case of the reasonable grounds, the police find that the landlord, the lessee, the manager or the property dealer, as the case may be, was aware of the criminal designs of the tenant or he has not exercised due care in verification of the credentials of the tenant, he may be charged for the abetment of the offence committed by the

tenant.

Application of 11. The provisions of the Code of Criminal Procedure, Code. 1898 (Act No. V of 1898) shall mutatis mutandis applicable to this Act.

Cognizance. 12. The offence under this Act shall be cognizable,

non-bailable and shall be tried by a Judicial Magistrate of First Class having territorial jurisdiction over the area of offences.

Operation of other = 13. The provision of this Act shall be in addition to and

laws. not in derogation of any other law for the time being in force.

Indemnity. 14. No suit or other proceeding shall lie against any

person for anything done, or intended to be done, in good faith under this Act or rules made there under.

Power to make 15.

, The Government may, by notification in the official rules.

Gazette, make rules for carrying out the purpose of this Act.

(See Schedule on next page)

SCHEDULE

FORM-I

Section 4

TENANT INFORMATION FORM (TIF)

To be filled by the Owner

Police Station District

INSTRUCTIONS FOR FILLING THE FORM

Please tick the relevant box{v |

In case the landlord or tenant is a foreigner/afghan citizen, please provide passport number/afghan citizen card number (as the case maybe) in the fields requiring CNIC No.

Attach attested copy of rent agreement

Attach attested copies of CNIC of Owner, Property Dealer, Tenant & 2 References of Tenant

(A) PARTICULARS OF PROPERTY:-

(1) Address of Property Rented:-

House No Street No.

Muhallah/Town

Police Station/Levies Thana Tehsil District

(2) Type of Property Rented:-

House [|_| Portion Flat]

(3) Accommodation of Property Rented:-

No. of rooms No. of Floors Basement Yes|_| No [|_|

(B) PARTICULARS OF OWNER/ LANDLORD:-

(4) Name S/o

Caste. Nationality. Country of Origin.

(5) CNIC No Contact No.: Landline

Mobile

(6) Present Address: House No. Street No

Muhallah/Town,

Police Station/Levies Thana

District

(7) Permanent Address (As In CNIC): House No.____ Street No

Muhallah/Town,

Police Station /Levies

Thana District

(C) PARTICULARS OF TENANT:-

(8) Name S/o

Caste. Nationality. Country of Origin.

(9) CNIC No Contact No.: Landline

Mobile

(10) Permanent Address (As In CNIC): House No._____ Street No

Muhallah/Town,

Police Station/Levies Thana District

(11) TOTAL NUMBER OF MEMBERS OF TENANT FAMILY:-

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Male Female

(12) PREVIOUS PLACE OF RESIDENCE:-

House No. Street No. Muhallah /Town

Police Station/Levies Thana Tehsil District

(D) PARTICULARS OF TWO REFERENCES FOR TENANT:-

(13) Reference-I (14) Reference- IT

Name Name

S/O

S/O

CNIC No CNIC

No

Contact Number: Contact Number:

Landline Mobile Landline

Mobile

Present Address: Present Address:

House No. Street No House No. Street

No

Muhallah/Town

Muhallah/Town

Police Station/Levies Thana Police Station/Levies
Thana

District District

(E) PARTICULARS OF PROPERTY DEALER:-

(15) Name of Business:-

(16) Business Address:-

(17) Details of Director/Manager:- Name

S/O CNIC No

Contact No.: Landline Mobile

EF PARTICULARS OF MALE MEMBERS ABOVE 14 YEARS OF AGE RESIDING WITH THE TENANT:- (For Pakistani)

Sr. Name Father's Name CNIC No Age Profession Permanent Address Including
No Residential Police Station, Tehsil &
District / Agency

(G) PARTICULARS OF MALE MEMBERS ABOVE 14 YEARS OF AGE RESIDING WITH THE TENANT:- (For Foreigner /)

Sr. Name Father's Name Passport No. / Country Of | Age | Profession Permanent Address
No Afghan Citizen Origin
Card No.

(H) This is to certify that the aforementioned information is correct to the best of our knowledge

Signature of Owner Signature of Tenant Signature of Property Dealer

Date Of Submission:- / /

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FORM-II
SECTION-4(2)
TENANT ACKNOWLEDGEMENT

RECEIPT (TAR)
(Police Station/Levies Thana Copy)

Tenant Acknowledgement Receipt No

District P.S 1.
This is to certify that Mr. s/o
landlord of rented property
has rented it to
Mr. s/o
CNIC No.

2. The landlord has provided the following
documents:

co §=6Tenant Information Form (TIF)

co =©Attested copy of rent agreement

co =Attested copy of CNICs of owner, tenant,

property dealer & 2 references of tenant

3. The documents & information contained therein
will be verified in due course of time.

4. Issuance of TAR No. has been incorporated

In D.D No. Dated / /
By MASI/MHC

Signature of SHO
Date of Issuance: / /

Official
Stamp of P.S/Levies Thana

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FORM-II
SECTION-4(2)
TENANT ACKNOWLEDGEMENT RECEIPT
(TAR)

(Land Lord Copy)

Tenant Acknowledgement Receipt No

District P.S

1. This is to certify that Mr. s/o
landlord of rented property
has rented it to
Mr. s/o
CNIC No.

2. The landlord has provided the following
documents:
coo 'Tenant Information Form (TIF)
coo §=6Attested copy of rent agreement
coo ©6Attested copy of CNICs of owner, tenant,
property dealer & 2 references of tenant
3. The documents & information contained therein

will be verified in due course of time.

4. Issuance of TAR No. has been incorporated
In D.D No. Dated / /
By MASI/MHC

Signature of SHO
Date of Issuance: / /

Official
Stamp of P.S/Levies Thana

FORM-II
SECTION-4(2)
TENANT ACKNOWLEDGEMENT RECEIPT
(TAR)

(Tenant Copy)

Tenant Acknowledgement Receipt No

District P.S

1. This is to certify that Mr. s/o
landlord of rented property
has rented it to
Mr. s/o
CNIC No.

2. The landlord has provided the following
documents:
coo §=©Tenant Information Form (TIF)
coo =©Attested copy of rent agreement
coo =©Attested copy of CNICs of owner, tenant,
property dealer & 2 references of tenant
3. The documents & information contained therein
will be verified in due course of time.

4. Issuance of TAR No. has been incorporated

In D.D No. Dated / /

By MASl/MHC

Signature of SHO

Date of Issuance: / /

Official

Stamp of P.S/Levies Thana

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