



**PEKELILING  
KETUA PENGARAH TANAH DAN GALIAN PERSEKUTUAN BILANGAN  
7/1975**

*Menduduki Tanah Kerajaan Persekutuan di Bawah  
Sesuat Pajakan, Sewaan Atau Lesen*

Pekeliling ini adalah mengenai cara membenarkan pendudukan atau kegunaan tanah yang diberimilik untuk sesuatu maksud Persekutuan di bawah sesuatu pajakan, sewaan atau lesen.

2. Perkara 86 Perlembagaan Persekutuan memperuntukan bahawa Kerjaan Persekutuan boleh melepaskan apa-apa kepentingan mengenai tanah bagi maksud Persekutuan dan pelepasan itu, melainkan jika dibuat kepada sesuatu pihak berkuasa awam, hendaklah dilakukan :

- (a) di bawah dan mengikut peruntukan undang-undang Persekutuan; atau
- (b) dengan suatu perintah Yang di-Pertuan Agong yang dibentang dan diluluskan mengikut fasal (3) Perkara yang sama.

Jika mana-mana tanah Persekutuan atau sebahagian darinya hendak dilepaskan kepada mana-mana orang atau badan bagi sesuatu maksud Persekutuan, Pesuruhjaya Tanah Persekutuan boleh memberi suatu pajakan dibawah seksyen 221 atau sewaan di bawah seksyen 223 Kanun Tanah Negara kepada orang atau badan tersebut. Adalah menjadi suatu kebiasaan pada masa ini untuk memberi suatu pajakan atau sewaan bagi sebahagian dari tanah-tanah Persekutuan kepada Lembaga Letrik Negara untuk pembinaan sebuah stesen kecil.

3. Bagi setengah-setengah kes, pemberian lesen secara perjanjian adalah lebih sesuai dari pajakan atau sewaan. Misalnya, lesen tersebut adalah lebih sesuai dari pajakan atau sewaan bagi kegunaan kantin di bangunan pejabat Kerajaan Persekutan.

4. Sebelum mana-mana tanah Persekutuan atau sebahagian darinya boleh dipajakan atau diberi lesen mengikut cara di perenggan-peranggan 2 dan 3 di atas, syarat-syarat pajakan, sewaan atau lesen hendaklah ditentukan dahulu selepas berunding dengan Perbendaharaan. Sesuatu cadangan itu akan diproses oleh pejabat ini untuk diambil tindakan-tindakan seperti berikut :

- (a) menasihati Jabatan dan Kementerian yang sedang menggunakan tanah bersabit dengan cadangan itu;
- (b) mendapatkan nasihat dari Perbendaharaan mengenai syarat-syarat pajakan, sewaan atau lesen;
- (c) mengatur dengan Kementerian atau pemungut untuk pengeluaran tender-tender awam bagi pihak Pesuruhjay Tanah Persekutuan;
- (d) menyediakan dan menyempurnakan surat-pajakan, perjanjian sewaan atau lesen; dan
- (e) memungut sewa pajakan atau lesen.

5. Jika keputusan yang dibuat ialah untuk memberi suatu lesen supaya membolehkan sesuatu pihak menggunakan kesemua atau mana-mana bahagian tanah milik Persekutuan maka lesen tersebut akan dikeluarkan dalam borang di Lampiran 'A'.

6. Pemungut-pemungut adalah dinasihatkan supaya mengambil perhatian bahawa sesuatu pajakan atau sewaan yang akan dikeluarkan akan menurut seksyen 221 dan 223 Kanun Tanah Negara bagi kesemua atau sebahagian dari tanah milik Persekutuan akan hanya dikeluarkan untuk sesuatu maksud Persekutuan dan juga sesuatu lesen atau kebenaran untuk menggunakan

kesemua atau sebahagian dari tanah milik Persekutuan boleh diberi bagi kes=kes tertentu dengan menggunakan borang di Lampiran 'A'.

DATO' ABDUL MANAF BIN MOHD NOR,  
Ketua Pengarah Tanah dan Galian  
Persekutuan

P.T.TM 252/6-15  
Kuala Lumpur,  
May, 1975

AN AGREEMENT made the .....day of ..... BETWEEN the FEDERAL LANDS COMMISSIONER, a body corporate sole incorporated under section 3 of the Federal Lands Commissioner Ordinance 1957, and having an office at Jalan Gurney, Kuala Lumpur (hereinafter called the grantors) of the on part an ..... (hereinafter called the licensee) of the other part.

WHEREBY IT IS AGREED as follows :

1. In consideration of the payments hereinafter agreed to be paid by the licensee an the licensee's undertaking hereinafter set out the grantor hereby licenses an authorises the licensee his servants ar agents and all person duly authorised by him to enter upon and use the purpose of ..... (hereinafter called the authorised purpose) from the ..... day of ..... to the ..... day of ..... the land in possession of the grantor known as lots ..... title Nos. .... with total acreage of ..... Shown in ..... on the plan annexed hereto (hereinafter called the land).

2. The licensee hereby agrees with the grantor as follows :

- (1) During the currency of this licence to pay to the grantor the sum of ..... paying therefor the net sum .....which shall be paid at any time before the commencement of .....
- (2) A deposit of.....shall be entrusted with the grantor which shall be returnable free of interest.
- (3) Not to use the land for any other purpose then for the authorised purpose.

- (4) Not to use the land for any of the authorised purposes unless the licensee has obtain and there are in force all planning or other permissions and licenes which may be required by law for such use and to comply with any conditions which may be attached to any such permission or licence.
  5. To manage and conduct the land during the times the licensee is authorised to use the same so as to preserve the reputation of the and so that nothing shall be done permitted or omitted contrary to any provisions made by or under any statute for the time being in force and in particular not to use or permit any form of unlawful gaming.
  - (6) In the event of any damage or injury being caused to the land or any property of the grantor thereon by the licensee or his servant or agents or lawful visitors or anyone upon the land with the expressed or implied consent of the licensee or as a result of the use of the land for the authorised purposes the licensee will at his own expense make good all such damage or injury and in the event of his failure to do so within fourteen (14) days after the occurrence of such damage the grantor may make good such damage or injury and license will indemnify the grantor against all proper costs, charge and expenses in respect thereof.
  - (7) Not to make any alteration to the land or to remove therefrom any of the grantor's property.
3. The grantor hereby agrees with the licensee that during the currency of this licence he will not grant any licensee to any person other than the licensee for the use of the land for any the authorised purposes
4. It is hereby agreed and declared as follows :

- (i) That the licensee may bring upon the land such equipment, products for display and construct such structures as is necessary for the use of the land for the authorised purposes PROVIDED that while upon the land all such equipment display and structures shall be at the risk of the licensee and the grantor shall not be liable for any damage or injury to the aforesaid.
- (ii) If at any time the payments agreed to be made by the licensee shall be in arrear or if any of the agreements on the part of the licensee shall not be observed the grantor may forthwith terminate this licence.

IN WITNESS WHEREOF, the parties hereto have caused their representatives, duly authorised for the purpose, to set their hands to two copies of this instrument, both of which shall be original, on the day and year first above written each party retaining a copy.

The Corporate Seal of the FEDERAL LANDS COMMISSIONER was here-  
Under affixed in the presence of :

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Signed by the said.....  
.....in the presence of :