

NATIONAL HIGHWAY AUTHORITY
(Administration Wing)

No. 5(1)-NHA/Dir(Estt)/Admn/02/1684

Islamabad, the 4th January, 2002

Subject: **STANDING OPERATING PROCEDURES FOR HIRING OF HOUSES**

Kindly finds enclose SOPs for hiring of houses for residential accommodation duly approved by the Chairman, NHA for implementation.



(ALI AKBAR MEMON)
Director (Pers & Estt)

Distribution:-

1. Member (Finance, Planning, Operations, NHA, HQ)
2. Media Advisor, NHA, HQ
3. General Manager (All) at HQ/ Regions.

Copy to:-

1. Director General (Admn), NHA, HQ
2. Dy Director (GA), NHA, HQ
3. S.O to Chairman NHA, HQ
4. Supdt (Welfare), NHA, HQ

NATIONAL HIGHWAY AUTHORITY
(Administration Wing)

**STANDING OPERATING PROCEDURES FOR HIRED RESIDENTIAL
ACCOMMODATIONS**

Following Standing Operating Procedures are hereby formulated and circulated for compliance by all concerned in respect of house hiring cases with effect from 01-07-2001:-

1) **Hiring Facility**

- i) House hiring facility shall be allowed to all NHA employees at the specified stations only.
- ii) Cases of contract employees will be dealt with as per terms and conditions of their employment and in accordance with the Office Memorandum No 10/52/9-R-2, dated 25-06-2001 of the Establishment Division (**Annexure-D**).
- iii) Such facility shall not be allowed to daily wages or the employees working under fixed package.

2) **Documentation**

- i) Submission of application by the employee in the proforma prescribed for the purpose through his officer incharge.
- ii) The application form will include attested photocopies of the documents mentioned below:-
 - a) Willingness of the owner.
 - b) Copy of N.I.C. of the owner.
 - c) Copy of the drawing of the building.
 - d) Copy of the registration/allotment order.
 - e) An affidavit from the owner that his house has not been hired by any other organization/person nor will be hired till such time it remains with the NHA.
 - f) Inventory list.
- iii) Affidavit by the employee concerned to the effect that to best of his knowledge the house to be hired/in, which he is residing has not been given on hiring by the owner to any other organization/person.
- iv) In case the spouse of the employee is **enclosed** he/she will give statement / certificate from his / her organization / department that no house has ben hired in his/her name and the deduction are made in accordance with the rules from his / her salary.
- v) Affidavit by the employee to the effect that his / her spouse is not serving in any public organization.

3) **Physical Inspection**

- i) The following Assessment Board as already constituted under NHA Code for the purpose will inspect the respective house physically before recommending its hiring:-
 - a) Chairman - an officer of Finance Wing not below BS-18.
 - b) Member-I - An engineer of the level of BS-17.
 - c) Member-II - Superintendent (Administration)
- ii) The Assessment Board will check the location; area of the house as per drawing and other inventory list items. It will also be seen that the house is vacant and can be taken in possession by NHA for employee concerned. The Board will submit its recommendations to the administration.

4) **Scrutiny of the case**

The dealing section of administration will scrutinize the case thoroughly and process for the approval of the competent authority. Incomplete and cases not received through proper channel should be returned with due remarks to the employee concerned for removal of deficiencies.

5) **Lease Agreement**

- i) The lease agreement on Revenue Stamp Paper of Rs. 10/- should be clear in respect of all terms and conditions as per Specimen enclosed as **Annexure-A**.
- ii) The lease agreement will be signed by Regional GM in Regions and by Director (Adm) at HQ on behalf of NHA.
- iii) Full signatures of the owner and his present postal address and telephone number (if any) along with date will be given in the Agreement. Similar information of at least two witnesses along with attested copies of their NICs be attached with the agreement.
- iv) Incomplete lease agreement should not be accepted.

6) **Physical occupation / surprise Inspection of the hired house in respect of the residential accommodations of BS-17 & above officers.**

- i) The officer for whom the house is hired will occupy the accommodation for personal/own family use only. Non-occupation / lending the said accommodation or its any part by the officer will lead towards disciplinary action against him/her.
- ii) The DG (Admn) at HQ and Regional GMs in the field shall ensure occupation of hired house by the officer concerned by surprise checks through nominated officer(s) as deemed necessary.

- iii) The hired houses shall not be used for a purpose other than the residential accommodation.

7. Rental Ceiling and Covered Area of the House

- i) The rental ceiling and covered area of the house will be as per authorization prescribed by the competent authority in NHA.
- ii) If an employee is interested to hire a specific house having the area less than the prescribed limit will be allowed, hiring of said house at the reduced rent in accordance with the area of house. Similarly if a house is with more covered area, the rent will be as per actually fixed ceiling.
- iii) Rent over and above the prescribed ceiling will not be paid by NHA in any case. The occupant employee will pay such amounts at his own.

8. Retention of Hired House

Retention of hired house in the following conditions will be allowed with the approval of authorities as mentioned against each:-

Conditions	Period of Retention	Competent Authority	
Retirement / Resignation	06 months	BS-20 & above BS-16 to 19 BS-01 to 15	Chairman DG (Admn) Regional GM / Director (Admn) at HQ.
Death during Service	12 months	BS-20 & above BS-16 to 19 BS-01 to 15	Chairman DG (Admn) Regional GM / Director (Admn) at HQ.
Dismissal / Removal / Compulsory Retirement from Service	03 months	BS-20 & above BS-16 to 19 BS-01 to 15	Chairman DG (Admn) Regional GM / Director (Admn) at HQ.
Transfer / Repatriation of deputationist	06 months	BS-20 & above BS-16 to 19 BS-01 to 15	Chairman DG (Admn) Regional GM / Director (Admn) at HQ.
All contract employees including those whose contracts are prematurely terminated shall be entitled for retention of hired house in the light of Chief Executive Secretariat instructions issued vide Establishment Division OM No 10/52/95-R.2 dated 25-06-2001.	06 months However, the contract employees with less than one year service shall be allowed retention of house for two months only.	BS-20 & above BS-16 to 19 BS-01 to 15	Chairman DG (Admn) Regional GM / Director (Admn) at HQ.

9. **Hiring of house at the station other than the posting place**

Hiring of house at the station other than the posting place shall be allowed with the approval of the competent authorities mentioned below subject to the condition that the rent will be equal to the prescribed ceiling of the stations whichever is less:-

- | | | | |
|------|-----------------|---|-------------------------------------|
| i) | BS-20 and above | - | Chairman NHA |
| ii) | BS-16 to 19 | - | DG (Administration) |
| iii) | BS-01 to 15 | - | Regional GM / Director (Admn) at HQ |

10. **Advance for Hiring**

- i) Advance for hiring of houses will strictly be allowed as per provisions of NHA Code.
- ii) No advance will be allowed on expiry of initial advance limit for remaining portion of lease period.
- iv) Advance rent in case of contract and deputationists employees will not be beyond the period of their initial employment.

11. **Responsibility of occupant employee on transfer etc.**

- i) As a result of transfer etc and shifting of house, the occupant employee will immediately intimate the administration about the vacation / retention of the house in writing and administration will take the following actions:-
 - a) Accord approval of the competent authority for retention of house if requested; or
 - b) Issue the notice to the owner for termination of lease agreement and refund of remaining advance rental amount (if any).
- ii) No employee will leave the hired accommodation without getting clearance from the owner of house and submission of the same in writing to.

12. **Register of house hiring**

The Administration will maintain scale-wise register in respect of hired houses in the form as per **Annexure-B**.

13. **Monthly Return of Hiring of Houses**

Monthly return of hiring / termination of lease of houses will be submitted by HQ and field offices to the Director General (Admn) in the form as per **Annexure-C** by 5th of each month.

14. **Action against defaulters**

- i) If an employee is found guilty through enquiry for subletting the hired house, he will be disqualified for future allotment of hired accommodation for five years by the authority competent to approve the hiring of house under intimation to all concerned.
- ii) In case of any other fault i.e. use of building for the purpose other than residential accommodation, sharing of house with an other person on rental basis etc, the employee will be warned and he will restore the house towards purpose of self-accommodation. Failing which, the hiring of house will be cancelled / terminated.
- iii) The employee may, within thirty days of such disqualification / cancellation / termination of of house, prefer an appeal to the next higher authority whose decision thereon shall be final.

15. **Hired accommodation during leave / training / deputation outside NHA**

- i) The employees who proceeds on leave on official training course shall be entitled for hiring / retention of hired houses.
- ii) The employee, who proceeds on extra ordinary leave (without pay) other than on account of medical grounds, exceeding two years will not be entitled for hired accommodation.
- iii) If an employee of NHA is transferred on deputation to any other organization, his case will be dealt with under the provision of transfer for retention of house. After expiry of authorized period of retention, he will get house from the organization where he is transferred and posted.

16. **Allottee not to cause trouble etc**

The allottee employee and his family members shall abstain from all such actions or activities as are likely to cause nuisance or trouble in the locality. Any of them found responsible therefor, the hiring of house shall be terminated, by giving required notice to the lessor as per lease agreement.

17. **Non Payment of Service Charges**

If the lessor reports to the authority about:-

- i) Non-payment of utility services bills i.e. Electricity, Sui Gas, Water, Telephone etc by the allottee employee.
- ii) The occupant employee has not made good the damages or deficiencies caused to the property during his hiring/occupation;

A notice will be issued to him for clearance of dues, within one month. Failing which, the amount will be recovered from the salary of employee and will be paid to the landlord.

18. **Extension / De-hiring of Houses**

The employee shall, one month before the expiry of the period of lease, either persuade the owner of the house for its further renewal and produce his consent or shall himself/herself findout another house for hiring. The employee will intimate the administration about extension / de-hiring of present house or new house hiring, well in advance.

19. **No Demand Certificate on Vacation of Hired House**

- i) On receipt of Clearance Certificate as mentioned in clause 11(ii) of these SOPs, the administration will issue NO Demand Certificate to the employee about hired house.
- ii) LPC / Pension / Payment Order, etc will be issued by Accounts after getting attested copy of said No Demand Certificate.
- iii) Hiring of house on transfer from one station to the other will be subject to the production of said No Demand Certificate.

20. **Application of Pakistan Allocation Rules / Federal Government Instructions in NHA**

Where these SOPs are silent, provisions of Pakistan Allocation Rules and instructions of Federal Government on the subject matter shall be applicable.

2. This has the approval of Chairman NHA.



(ALI AKBAR MEMON)
Director (Establishment)

NATIONAL HIGHWAY AUTHORITY

Admn Wing (Welfare Section)

ASSETS MANAGEMENT CONTRACT LEASE AGREEMENT

This agreement of lease is made on this _____ day of April, 2014 between **Mr/Mst.** _____ **S/o / D/o** _____ (owner of house) Resident of **House No.** _____ **Street No.** _____ **Mohallah / Town** _____ **Tehsil** _____ **District** _____ (Hereinafter called "The Lessor") and National Highway Authority, Islamabad hereinafter called "The Lessee". The expressions of the Lessor and the Lessee shall include their respective heirs, successors and administrators.

2. WHEREAS, the lessor is rightful owner of **House No.** _____ **Street No.** _____ **Mohallah / Town** _____ **Tehsil** _____ **District** _____ and the lessee have mutually agreed upon to rent out the said house for **Mr/Mst.** _____ **Designation / BS** _____ hereinafter called "the Occupant" for residential purposes, with the terms and conditions set out hereunder:-

- a. The premises are hired at the rent of **Rs.** _____ **per month, on monthly advance basis.** Over and above amount will be paid by the occupant from his own pocket direct to the owner.
- b. The said Lease Agreement shall be for a period commencing w.e.f. _____ **to** _____ with the option to the Lessor, Occupant and the Lessee to renew, terminate it by giving one month's notice to one another before the expiry of lease agreement.
- c. The Lessee/Occupant shall not have the right to sublet the whole or part of the said premises without the written permission of Lessor. However, on vacation of house by occupant before completion or termination of Lease, the Lessee shall be at liberty to allot the said house to its other entitled employee under intimation to the Lessor.
- d. The Occupant shall upon the expiry of the Lease agreement or any further extension thereof and subject to other provision hereinafter mentioned, hand over the said building, including fixtures and fittings in such a condition as received, fair, wear and tear except damaged by fire, acts of God, riots or other civil commotion and enemy action or other cause not within the control of the lessee. The occupant will get clearance certificate from the lessor and submit the same to administration for record.
- e. The Lessor shall pay all rates, taxes and assessment leviable in respect of the said property.
- f. The Lessee will not be in any way responsible for the clearance of the bills pertaining to Water, Gas and Electricity. The occupant will clear all such bills from own pocket, failing which the dues will be recovered from the salary of occupant for refund to the lessor.

- g.** The occupant shall hand over the vacant and peaceful possession of the said premises to the Lessor upon the expiry and termination of the Lease agreement under intimation of the Lessee as per clause "b" and "d" of this agreement.
- h.** The inventory of various fittings and fixtures such as Electricity, Gas equipment, Sanitary fittings etc., in the said building, breakage of fixtures/fitting/loss of glass panels _____ not _____ covered _____ under the lease agreement shall be made good by the occupant on vacation of the said building. List of inventory is attached.
- i.** Advance rent if any paid to the Lessor will be refunded in case of vacation of House before termination of the lease in accordance with clause 2(b) of this agreement.
- j.** The Lessor will arrange periodic painting of the premises/fixtures/fittings after every two years.
- k.** In the event of any dispute between the parties either relating to or arising out of these presents, such disputes shall be referred to the arbitrators, one to be appointed by each party and in the event of disagreement between such arbitrators, the matter shall be referred to an umpire, whose name shall be agreed upon by the arbitrators before entering upon the arbitration, and the award of the arbitrators or the umpire shall be final and binding upon the parties.
- 1.** The "Occupant" shall follow / be liable for action as per, provisions of NHA Standing Operating Procedures (SOPs) for Hiring of Houses.

3. In witness whereof the parties aforementioned have signed this Lease Agreement in token of their acceptance of terms and conditions thereof.

THE LESSOR

Name _____
 CNIC. NO. _____
 Contact No. _____
 Full Address. _____

 Dated _____

THE LESSEE

Name _____
 Designation _____
 Dated _____

WITNESS No. 1

Signature _____
 Name _____
 NIC No. _____
 Address:- _____

 Dated. _____

WITNESS No. 2

Signature _____
 Name _____
 NIC No. _____
 Address:- _____

 Dated. _____

Occupant Employee:

 (Signature)

NATIONAL HIGHWAY AUTHORITY
REGISTER OF HIRED RESIDENTIAL HOUSES
PAY SCALE _____

S. No	Name of Employee with Designation and BS	Place of Posting	Full Address of house hired with name of owner or Self-Hiring	Monthly Ceiling of Rent	Actual Rent
1.	2.	3.	4.	5.	6

Period of hiring (including extension of same house)	Advance rent paid up to date	Date of termination / expiry of lease agreement	Amount of rent over and above the ceiling being paid by employee	Remarks
7.	8.	9.	10.	11

NATIONAL HIGHWAY AUTHORITY
MONTHLY RETURN OF HIRED / TERMINATED HOUSES

FOR THE MONTH OF _____

Name of Office / Region : _____

S. No	Pay Scale	Station of Hiring of House	Rental Ceiling at the station	No of houses hired during the month at the station	Houses Hired and Rent Paid				
					Monthly basis	Advance less than one year (More than one month)	One year advance	Two years advance	Advance more than two years
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Extension of Lease (if any)	Advance rent paid extension	Number of Houses terminated during the month	Remarks
11.	12.	13.	14.

(Signature)

**GOVERNMENT OF PAKISTAN
CABINET SECRETARIAT
ESTABLISHMENT DIVISION**

No 10/52/95-R.2

Islamabad, the 25th June, 2001

OFFICE MEMORANDUM

**SUBJECT: PROVISION OF GOVERNMENT OWNED OR HIRED
RESIDENCE TO PERSONS APPOINTED ON CONTRACT**

To supersession of all previous instructions on the subject, the Chief Executive's Secretariat have conveyed approval of the competent authority in the following:-

- (i) Person: appointed on contract to civil posts relating to the affairs of the Federation, may be provided the same facility of government owned at hired residence as is admissible to persons of corresponding grade in the civil service.
- (ii) Autonomous / Semi-Autonomous Bodies / Corporations under the Federal Government may also be advised to follow the aforesaid policy subject to such notification as may be permissible under their prescribed Service Regulations.

2. Ministries / Divisions, are therefore requested to take necessary action accordingly.

(1) **Secretary,**
Housing and Works Division,
Islamabad


(NASEER UDDIN)
Joint Secretary;

(2) **ALL OTHER SECRETARIES OF MINISTRIES / DIVISIONS**