

National Highway Authority



Regulatory Framework

and

Standard Operating Procedures

For

PRESERVATION AND COMMERCIAL USE

of

RIGHT OF WAY (ROW) - 2002

REVISED IN SEPTEMBER 2004

BY THE COMMITTEE CONSTITUTED BY CHAIRMAN NHA
COMPRISING OF FOLLOWINGS
GM (INTERNAL AUDIT)
GM (OPERATIONS)
GM (SINDH)
GM (PUNJAB-NORTH)
DIRECTOR (OMU)

IN CONSULTATION WITH ALL STAKEHOLDERS

**ROAD ASSET MANAGEMENT DIVISION
(RAMD)**

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National Highway Authority

Regulatory Framework and Standard Operating Procedures

For

Preservation and Commercial use of Right of Way (ROW) - 2002

CHAPTER - I

1. PREAMBLE

(1) National Highway Authority (NHA) Act 1991 as amended in 2001, Chapter III, which deals with the "Powers and Duties of the Authority", Para 10(2) (vii), (viii), (ix), (xiii) and (xv) (**Annexure-I**) empower NHA to benefit from the commercial use of roads and bridges entrusted to it. Traditionally NHA has been collecting tolls on some of the road bridges, while the Provincial C&W departments continued to collect tolls on bridges on the existing carriageways and collection of approach rental/lease charges from petrol pumps etc. upto 30th July 1999. On July 20, 1999 the Federal Government directed the Provincial Governments that the rights to collect all tolls on the national highways wherever presently being exercised by the Provincial Governments, will hence forth stand transferred to the Federal Government/NHA of the Ministry of Communications under the NHA Act 1991 Article 10(2)(vii).

NHA Act 1991 as amended in 2001, Chapter III, Para 10(2)(xv) authorizes the NHA, to takeover Right Of Way (ROW) of the roads declared as National Highways with the consent of provinces and approval of the Federal Cabinet and Provinces shall simultaneously effect the mutation free of cost and without any liability or condition. Pursuant to Federal Cabinet decision made in its meeting held 3-10-2001, the government of Punjab has agreed on 19-01-2002 to transfer the Right of Way (ROW) of national highways as per following terms and conditions:

"The Government of the Punjab shall effect mutation in the name of National Highway Authority free of cost and without encumbrance as laid down in the NHA Act, 1991. From the date of such mutation, NHA shall be entitled to exercise all such rights and privileges as are being exercised by C&W Department, Govt. of the Punjab. In exercise of such rights and privileges, the NHA shall not be required to seek any prior approval of the government of Punjab. In the event, there being any difficulty in exercise of such rights the Government of Punjab shall take such acts and measures as may be suggested by NHA".

The mutation of land within ROW shall be effected on the same principle as given above in other provinces i.e. NWFP, Balochistan, Sindh, and Northern Areas.

Based on a principle that when NHA is responsible for development and maintenance of the national highway network, it is imperative that all the benefits accruing from the national highways commercial use should belong to the NHA. Under the NHA Act 1991, NHA has levied tolls on 71 locations on national highways and motorways and commenced the commercial use of ROW by collecting ground rental charges from newly established Filling/CNG stations and other amenities from 20th July 1999.

The policy guidelines for tolls and commercial use of ROW were approved by NHA Executive Board in its 92nd meeting dated 15-03-2000 as an interim measures till the final approval and constituted a committee to finalize the policy for Tolling & Preservation/Commercial use of ROW.

On the recommendations of above referred committee, the National Highways and Strategic Roads (Control) Rules 1998 as amended in 2002 (**Annexure-II**) were approved in 104th NHA Executive Board meeting held on 29-05-2002 to enable NHA to implement its policy for Preservation/Commercial use of ROW regarding establishment of filling/CNG stations, hotels/motels, restaurants, nurseries, factories, shops, khokhas, kiosks, hoarding boards, utility lines etc. besides strict control on ribbon development and removal of encroachments.

CHAPTER - II

Definitions

1. **Definitions:-** (1) In these Regulations and Standard Operating Procedures, unless there is anything repugnant in the subject or context;-

- (i) **"Act"** means the National Highway Authority Act, 1991 (XI of 1991) as amended in 2001;
- (ii) **"Animal"** includes any elephant, camel, horse, ass, mule, deer, tortoises, hedgehogs and cattle etc.
- (iii) **"Appendix"** means an appendix to these rules,
- (iv) **"Approach Rental Charges"** means the charges prescribed by the authority for use of NHA land for approaches to filling/CNG station, structures and other amenities established out of NHA Right of Way (ROW).
- (v) **"Authority"** means the National Highway Authority established under the Act.
- (vi) **"Board"** means the Executive Board of the Authority.
- (vii) **"Bridge"** means any structure including its sub structure and guide banks which carries a highway, road, railroad, utility, facility, pedestrian, other traffic over a water course, river, canal, nullas, water channels, railway line, stream, over, under or around an obstruction and with a clear span of more than 6.5 meter.
- (viii) **"Building line"** means the building line determined under rules 5 or already established under West Pakistan Highways Ordinance, 1959 and as amended by Government of Punjab, NWFP, Sindh, Baluchistan, AJK and Northern Areas.
- (ix) **"Chairman"** means Chairman of the Authority.
- (x) **"Corridor Management"** means the act of carrying out NHA's regulatory functions as custodian of the public asset, including:
 - management of right of way and building line (encroachments, ribbon development, utilities, access/approach roads, afforestation, commercialization),
 - roadside facilities (service and rest areas, filling stations, amenities),
 - traffic and highway safety operations (public awareness campaigns, enforcement of traffic laws and rules,

roadside emergency telephone service, mobile vehicle repairs and rescue service, para medical service), and

- weigh station operations, and toll operations.

- (xi) **“Corridor Management Contractor (CMC)”** means the service provider under O&M agreement or any other duly executed agreement for corridor management, appointed to undertake the tasks assigned in the scope of services.
- (xii) **“Council”** means the National Highway Council.
- (xiii) **“Encroachment”** means setting up, laying, erecting, excavating, constructing any type of building boundary wall, structure whether temporary or permanent (moveable or immovable), scaffolding, tower, pylon, fence, hedge, post, sign board, advertisement, hoarding or banner, transmission line, duct or depositing or causing to be deposited, building material, goods for sale, laying cable, wire, pipeline, drain, sewer/channel of any kind through, across, under or over any road, highway, motorway and bridge under its control or any other similar structure within the Right of Way (ROW) in violation of rule 3, 4 & 6 without the consent, in writing, of the Authority;
- (xiv) **“Government”** means in relation to National Highways and Strategic Roads declared as such by or under a Federal Law, the Federal Government.
- (xv) **“Ground Rental Charges”** means the value of the land within Right of Way (ROW) charged at prescribed percentage on annual basis or 3 years in advance or as prescribed by the authority.
- (xvi) **“Highway”** includes a common and public highway and all roads, carriageways, interchanges, cartways, service lanes, streets and lanes, together with any bridleways, footpaths and pavements adjacent thereto, which have been constructed, or are maintained by Government or any local authority or any other authority empowered in that behalf, and are designed and intended for, or used by, the general public for the passage of vehicles, and shall further include:
- (a) all culverts, bridges and works of every description built on, under or across any highway;
 - (b) all adjacent berms and side drains within the boundaries of any highway;
 - (c) all land included within the boundaries of any highway (Right of Way); and
 - (d) all fences, posts and trees on any highway.
- (xvii) **“Lease”** means a letting of land or building to a person for specified rent and period.

- (xviii) **"Motorway"** means the access controlled "highway" declared a National Highway under the Act.
- (xix) **"National Highway"** means a road specified in a part I of the schedule attached with the Act and includes a road declared by the Federal Government by notification in the official Gazette, to be a National Highway.
- (xx) **"NHA"** mean National Highway Authority.
- (xxi) **"NHA RMF Account"** means NHA Road Maintenance Fund Account.
- (xxii) **"RAMD"** means the Road Asset Management Directorate established under NHA as recommended by Executive Board and approved by Government.
- (xxiii) **"Regulations"** means regulations framed under Section 32 of the Act by the Authority.
- (xxiv) **"Ribbon development"** means erection of any building or structure on the land lying between the ROW and the building line.
- (xxv) **"Right of Way (ROW)"** means the land acquired for the purpose of construction of a National Highway or any other road assigned to the Authority or taken over ROW of the roads declared as National Highway or strategic road under the NHA Act and is control by the Authority including bridges constructed and owned by the Authority.
- (xxvi) **"Road"** means a road including land within the Right of Way and all works, such as, carriageways, interchanges, cartways, service roads, footpaths, berms, side drains, culverts, underpasses, bridges, guide banks, overhead pedestrian bridges, causeways, tunnels, fences, guardrails, parapets, retaining walls, posts, sign boards, plantation, lighting arrangements, traffic signals, toll plazas, weigh stations, inter sections and medians assigned to the Authority.
- (xxvii) **"Regulatory Framework"** means Regulations framed under Clause 32 of the act.
- (xxviii) **"Revenues"** means revenues accruing to NHA from road users and other sources specifically from commercial use of right of way (ROW).
- (xxix) **"Rules"** means rules made by the Government an exercise of power conferred by section 31 of the Act.
- (xxx) **"SOP"** means the Standard Operating Procedures approved by the NHA Executive Board for Regulatory Framework and Standard Operating Procedures for Preservation and Commercial Use of Right of Way (ROW).

- (xxxi) **“Strategic Road”** means a road specified in part-II of the Schedule of 1991 Act as amended in 2002 and includes a road declared by the Federal Government by notification in the official Gazette, to be a Strategic Road.
- (xxxii) **“Toll Rate”** means the rate at which toll may be prescribed/charged at a Toll Point/Plaza by or on behalf of the Authority for use of a toll section/point.
- (xxxiii) **“Vehicle”** means a vehicle as defined in the Motor Vehicles Ordinance 1965 and includes goods trucks, trailer, tractor, bus, wagon, car and motor cycle etc., which are also categorized as public service vehicles, light/heavy transport vehicles and motor cars.
- (xxxiv) **“Work”** means the development, design, engineering, financing, insurance, manufacture, supply, procurement of equipment, machinery, materials and apparatus etc., construction, completion, start-up, commissioning, operation and maintenance of the national highways, motorway and strategic roads, and all activities incidental thereto.

(2) All other expressions used but not defined in these rules, shall have the same meaning as are assigned to them under the Act.

CHAPTER – III

General Regulations/Provisions

1. The regulatory framework and standard operating procedures for Preservation and commercial use of ROW shall be used to implement NHA's policies for commercialization, preservation of its Right of Way (ROW), building line and removal of encroachments, erection/establishment of Filling/CNG stations, hotels/motels, restaurants, factories, nurseries, shops, khokhas, hoarding/bill boards, etc. and laying of utility lines.

2. The commercial use of Right of Way (ROW) shall be strictly in accordance with the Laws of Pakistan. It will also be ensured that no exhibit appears anywhere in the Right of Way (ROW) which is morally or ethically in contravention to religious or regional sensitivities of the people of Pakistan.

3. The authority shall be responsible for collecting/generating revenues from the following sources either directly or through legally executed contracts for Corridor Management with Corridor Management Contractors:

- Issuance of license to construct approach roads or culverts to use Government land for construction, installation of Filling/CNG stations, other amenities and laying of utility lines through, across, under and over the road or bridge under Rule 12 of National Highways and Strategic Roads (Control) Rules 1998 as amended in 2002.
- Lease of Government Land for the erection/installation of Filling/CNG station and other structure, service area concessions and amenities:- Licenses, leases and agreements for the construction or use by a private person or works of a private nature by any other agency for public works/utilities on land which is the property of Government shall govern under Rule 13 of National Highways and Strategic Roads (Control) Rules 1998 as amended in 2002.
- Lease of Government Land for Establishment of Movable Property like Nurseries, Khokhas, Kiosks, Orchards, Vendor Stalls etc:- Licenses, leases and agreements for the construction or use by a private person or works of a private nature by any other agency for public works/utilities on land which is the property of Government shall govern under Rule 14 of National Highways and Strategic Roads (Control) Rules 1998 as amended in 2002.
- Service area concessions under legally executed contracts approved by Executive Board on case to case basis.

4. Road Asset Management Directorate (RAMD) will regularly review the policy matters, implementation programs and recommend upward/downward adjustment or revision in the level of rates for leasing/licensing the ROW for commercial use to the Chairman NHA or Board as the case may be for decision as per National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002.

5. All the NOC fees, lease charges, approach and ground rental charges, administrative charges and other revenues generated (net of collection costs) from

commercial use of ROW shall be channeled into Road Maintenance Account (RMA) of NHA as detailed in Road Maintenance Account Rules 2003. The General Manager (Operations)/(Region) or Corridor Management Contractor shall deposit the gross revenue in RM Account by 10th of every month. The collection fees of Corridor Management Contractors shall be paid by NHA within fortnight from the date of receipt of revenues generated from commercial use of ROW.

6. Commercial audit of revenues and expenditures shall be carried out at the end of each financial year as detailed in Road Maintenance Account Rules 2003.

7. Detailed asset inventory of roads, bridges and all facilities/amenities shall be developed either directly by NHA or jointly with Corridor Management Contractor as the case may be. Further the value of asset with every improvement or further addition to the existing asset shall be adjusted. The inventories list will also include all the amenities like filling/CNG stations , hotels/restaurants, khokhas, kiosks, nurseries, orchards, motels, hoardings/advertisement boards, PTCL cables like OFC, Co-axial cables and other communication Cables/networks, sui gas, high transmission and local distribution networks etc. etc. The inventories will be maintained at the offices of the RAMD HQ Islamabad, Regional General Managers and Corridor Management Contractor (CMC).

8. Corridor Management Contractor will submit monthly statement of all receipts from commercial management of ROW to RAMD in a proforma given at Annexure – III by 5th of each month. The Regional General Managers/Dy. Director (Maintenance) shall also submit the same where the assets are managed directly by NHA.

9. Headwise register of lease or ground rental charges shall also be maintained by RAMD office, Islamabad, Regional General Managers/Dy. Director (Maint) and Corridor Management Contractor in case of O&M or corridor management contracts.

10. Dy. Director (Maintenance) or Corridor Management Contractors shall ensure to collect the annual fees/ground rental charges from the owners of commercial entities/amenities and different Govt/Semi Govt agencies owning the utilities within the due date. In case of non-payment, within fifteen (15) days of the due date, issue the notices for payment of annual lease or ground rental charges or fee and will endorse a copy to RAMD office, Islamabad and Regional General Managers.

11. In case the owner of any commercial entity/amenity and different Govt/Semi Govt agencies owning the utilities fails to pay the lease or ground or approach rental charges or fee in due course of time and fail to comply with the instructions of the authority through Dy. Director (Maint) or CMC, the owners shall be charged surcharge at the rates given as under:

- | | | |
|----|--------------------------|---|
| a) | 1 month after due date. | Surcharge of 10% of lease or ground rental charges or fee |
| b) | 2 months after due date. | Surcharge of 20% of lease or ground rental charges or fee |
| c) | 3 months after due date. | Surcharge of 30% of lease or ground rental charges or fee |

- d) More than 90 days Case for cancellation of NOC/license or lease agreement shall be processed by the General Manager (Operations)/(Region) or Corridor Management Contractor for approval of competent authority. NHA/CMC shall reserve the right to block the entry/exit of the filling station/CNG and other amenities at the cost of the owner of the filling station/CNG and other amenities. NHA shall issue a three (3) days notice prior to taking the final action of prohibiting vehicles to enter the filling station/CNG and other amenities. The re-opening shall only be possible upon the payment of full ground rental charges plus surcharge as applicable plus the expenditures incurred on blocking and re-opening.

12. No amount on account of the NOC fees, lease/approach/ ground rental/ administrative charges or other revenues generated (net of collection costs) from commercial use of ROW shall be received by any NHA official or CMC in cash. All receipts in this regard shall be in the form of Demand Draft or Pay Order drawn in the name of NHA RM Account, Islamabad.

CHAPTER - IV

Lease of Government Land for Installation of Filling/CNG Stations and NOC Requirement for approach rental charges for Using NHA land for approaches to Filling/CNG Stations installed Out of NHA Right of Way (ROW)

1. PROVISIONS/REGULATIONS

(1) The Filling/CNG Stations have been divided in to two categories.

(i) **Lease of NHA Land within ROW for installation of Filling/CNG Stations**

(a) Filling/CNG Stations already established within NHA Right of Way (ROW) without having any NOC from NHA and without payment of ground rental charges to NHA.

(b) Establishment of new Filling/CNG Stations on NHA land by submission of technical and financial proposals with payment of ground rental charges to NHA.

(ii) **Establishment of Filling/CNG Stations on applicants own land but using NHA land (ROW) for approaches**

(a) Filling/CNG Stations already established out of NHA Right of Way (ROW) (at owner's own land) but using NHA Right of Way (ROW) for approach roads without any payment of approach rental charges and NOC fees and not fulfilling the conditions for construction of public utilities like ladies and gents toilets, drinking water, tyre shop etc. etc.

(b) Installation of new Filling/CNG Stations outside the NHA Right of Way (ROW) and using NHA land for approaches, meeting all criteria under Rules, Regulatory Framework and Standard Operating Procedure (SOP) of NHA and having NOC from NHA.

2. Lease of NHA Land within ROW for installation of Filling/CNG Stations (Category 1(i) (a))

(i) **Already Established Installations**

(a) Already established filling/CNG stations shall be registered with NHA, NOC shall be issued by NHA after completing the formalities and collection of rents commencing from July 1999 as arrears (as already agreed with NHA by Oil Marketing Companies). One year advance rental will also be charged. NHA land within ROW as utilized by Filling/CNG stations shall be measured and the value/cost of land shall be assessed based on land value notified

by Distt Revenue Officer or any other prescribed authority. The annual ground rental charges shall be collected @ 5% (minimum) or as prescribed by the authority, of the cost of land (utilized) as assessed by the Distt Revenue Officers in the lease year as per National Highways and Strategic Roads (Control) Rules 1998 as amended in 2002. No objection/registration fees as prescribed by the Authority @ Rs. 50,000/- shall be charged. All such dues will be charged according to the financial year.

- (b) All already established Filling/CNG Stations without proper drainage facilities shall be served with notices to immediately construct/provide such drainage facilities within ninety (90) days or owners of filling/CNG stations shall deposit the estimated cost to NHA so that above-mentioned facilities could be constructed by NHA itself.
- (c) All these filling/CNG stations will also construct ladies and gents toilets, drinking water facility and tyre shop at their own cost. The Regional General Managers/D.D (Maint) or Corridor Management Contractor will ensure the provision of such facilities within ninety (90) days or owners of filling/CNG stations shall deposit the estimated cost to NHA so that above-mentioned facilities could be constructed by NHA itself.
- (d) The ground rental at the rate of 5% (minimum) or as prescribed by the authority for already established installations within NHA ROW like Filling/CNG station of assessed value of the land by District Revenue Officers or any other prescribed authority shall be charged with effect from 1st July, 1999.
- (e) The registration/NOC fee shall be Rs. 50,000/- in favor of NHA RM Account, Islamabad for each Filling/CNG station, which shall be non-refundable.
- (f) An agreement on a stamp paper of worth equivalent to 4% of one year ground rental charges would be duly executed under sub-section 1 &2 of Rule 13 & 14 of National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002 by the two parties. The expenses for providing the stamp paper shall be borne by the lessee.
- (g) In case of any dispute, either party shall have the right to terminate the Contract Agreement after serving ninety (90) days notice for termination to the other party.
- (h) The Authority reverses the right to terminate the Lease Agreement at any time for its convenience, for the purpose of planned utilization of leased land or if it becomes necessary in the public interest, after serving Ninety (90) days notice to the Lessee. In no

event such termination shall be deemed as default by the Authority under this Agreement. However, the Lessee shall be entitled to some kind of compensation for the carried out civil works on the leased land, to be fixed by a Sole Adjudicator appointed by the Authority and acceptable to the Lessee in addition to allotment of an alternate site, if available, in accordance with the Rules in vogue at that time.

(i) All payments will be made in favor of NHA RM Account, Islamabad through bank draft/pay order.

3. Processing of Application for Lease of Government Land for the erection of Filling/CNG stations (Category 1(i) (b))

(1) The Procedure for processing of lease agreement with owner of amenity/agency for leasing Government land on ground rental charges is prescribed as under:

(a) The owner of amenity or agency shall submit an application comprising of the followings:

(i) Proposed Locations

The interested firms/persons shall submit precise location of proposed Filling/CNG station along with drawings/layout plans [photographs if required] including location of compressing station and dispenser station as per methodology in case of CNG stations. The interested firms shall contact General Manager (Operations)/Region or CMC for guidance and pin pointing the locations within the NHA Right of Way (ROW).

The applicant shall provide eight (08) copies of the layout plan of the proposed Filling/CNG Station, which in-variably contain the followings:

- (a) Distance of the Oil Marketing/Gas Company sign, cut-of-drain, petrol/diesel/CNG pumps and buildings from the centre of nearest carriageway [edge of the berm and the Right of Way (ROW) line].
- (b) Distance of the nearest existing bridge, filling/CNG station, horizontal or vertical curve or any other obstruction in the sight.
- (c) Structures and other amenities to be constructed on the plot with measurements and distances.
- (d) Attested photocopies of National Identity Card of the owner/dealer and authorized representative of the Filling/CNG station.

(ii) **Dimensions of Plot**

The minimum dimensions of the plot (length x depth) in feet shall be:

<u>Description</u>	<u>CNG Station</u>	<u>Filling Station</u>
Rural	125' x 150'	150' x 200'
Urban	100' x 100'	125' x 150'
Hilly Areas	75' x 100'	125' x 125'
Mountainous Areas	60' x 80'	75' x 100'

Note: The plot size can vary as per available Government Land in NHA Right of Way (ROW). The above minimum requirement is for the guidance of applicants.

(iii) **Development of Filling/CNG station and its related works**

- (a) Development of Filling/CNG station, and its related works (Laying of pipeline in case of CNG station if required) will be the responsibility of the firm, person or agency. NHA will approve the building of Filling/CNG station, plans and drawings as per conditions set forth in the Request for Proposal/Expression of Interest (RFP/EOI).
- (b) In case of Filling Station an Under Taking of Oil Marketing Company, on a Stamp Paper of Rs 100/-, will be provided by the applicant.
- (c) In case of CNG Station the Under Taking, on a Stamp Paper of Rs 100/-, will be provided by the applicant

(iv) **Safety Specifications**

- a) Government of Pakistan, Ministry of Petroleum and Natural Resources vide 1992 CNG Rules laid certain conditions for issuing necessary license for establishing CNG stations. All these Technical and Safety conditions laid down by Ministry of Petroleum and Natural Resources vide 1992 CNG Rules will be observed/included in the proposal and all those proposals not in accordance with Technical and Safety conditions will be considered non responsive.
- b) The Effect of Proposed Filling/CNG Station on Flow of Traffic and Highway Safety.

If the proposed site is likely to interfere with the smooth flow of traffic or aggravate an existing problem, or cause an

obstruction physically or visually due to its proximity to a bridge or curve, whether horizontal or vertical, the case shall be sent to the Member (Operations) along with all plans and recommendations for decision.

(v) Road User Facilities

The interested parties shall illustrate in their proposal which sort of road User Facilities will be developed by them. The Facilities must be provided by the firm, person or agency or Concessionaire are:

- Construction of cut off drain,
- Construction of reverse slope of approach roads,
- Development of road user facilities such as ladies and gents toilets,
- Provision of drinking water cooler,
- Provision of tyre shop or air pressure facility,
- Provision of tuck shop(in areas where no market is available in the vicinity),
- Provision of prayer room(in case no mosque is available in the vicinity)
- Provision of fire fighting equipments,
- Provision of fauna and flora in green belt between approaches and in median in front of amenity,
- Construction of 50 meter acceleration and deceleration lanes along the road,
- Provision of lighting arrangements in median according to the attached design, and
- Fulfillment of all other conditions set forth in NOC/Lease Agreement.

In addition to this the firms or person or agency may include any other facility they consider necessary for road users.

(vi) Technical Proposal

Should include detailed methodology for establishing CNG station even at those places where Natural Gas is not available. The methodology should clearly specify (a) Capacity of CNG station (b) Number of dispensers to be established (c) Rate of transfer of compressed gas, (d) Transportation mechanism as in case of Skids system, (e) Storage Capacity.

(vii) Lease Period

The applicant has to specify the lease period in the proposal which should not exceed 30 years at maximum.

(viii) Financial Proposal

The financial offer shall be in the form of annual ground rental charges for a period of thirty (30) years which shall be in excess of 5% (minimum) of the assessed and notified value of land by the District Revenue Officer.

These charges shall be paid annually in advance or 3 years in advance or as prescribed by the authority in the Lease Agreement from the date of assessment and shall be subject to increase. The rate of increase for the annual ground rental charges shall be the same as that of the increase in the value of land notified by the District Revenue Officer from time to time during the currency of lease period and shall be adjusted on annual basis or after each 03 years period or as prescribed by the authority in the Lease Agreement.

(ix) Ground Rental Charges

The lease charges shall be assessed on the following percentages for Filling/CNG stations:

Filling/CNG station	Minimum 5% of the land value assessed and notified by District Revenue Officers or any other prescribed authority for this purpose.
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(x) Registration/NOC Fee

The registration/NOC fee shall be Rs. 50,000/- in favour of NHA RM Account, Islamabad for each Filling/CNG station, which shall be non-refundable.

(xi) Refundable Cash Security

The applicant shall deposit Rs. 250,000/- (Two hundred and fifty thousands) in the shape of demand draft/pay order in favour of NHA RM Account, Islamabad/Region and provide receipt of Accounts/Revenue Section to RAMD to ensure:

- Construction of cut off drain,
- Construction of reverse slope of approach roads,
- Development of road user facilities such as ladies and gents toilets,
- Provision of drinking water cooler,
- Provision of tyre shop or air pressure facility,
- Provision of tuck shop(in areas where no market is available in the vicinity),
- Provision of prayer room(in case no mosque is available in the vicinity)
- Provision of fire fighting equipments,
- Provision of fauna and flora in green belt between approaches and in median in front of amenity,
- Construction of 50 meter acceleration and deceleration lanes along the road,
- Provision of lighting arrangements in median according to the attached design, and
- Fulfillment of all other conditions set forth in NOC/Lease Agreement.

The refundable Cash Security will only be released by General Manager(Operations) after the completion of road user facilities duly

verified by Deputy Director(Maintenance) concerned/RAMD Staff or in case of termination of Agreement or cancellation of NOC, as the case may be.

(xii) Agreement

An agreement on a stamp paper of worth equivalent to 4% of one year ground rental charges would be duly executed under sub-section 1 &2 of Rule 13 of National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002 by the two parties. The expenses for providing the stamp paper shall be borne by the lessee. Where Government is the lessee it is exempted from stamp duty. The area of the land to be leased shall be clearly mentioned in square meters on the lease agreement and ferro plan accompanying it.

(xiii) Termination Notice in case of any dispute

In case of any dispute, either party shall have the right to terminate the Contract Agreement after serving ninety (90) days notice for termination to the other party.

(xiv) Termination of Contract in Public Interest

The Authority reverses the right to terminate the Lease Agreement at any time for its convenience, for the purpose of planned utilization of leased land or if it becomes necessary in the public interest, after serving Ninety (90) days notice to the Lessee. In no event such termination shall be deemed as default by the Authority under this Agreement. However, the Lessee shall be entitled to some kind of compensation for the carried out civil works on the leased land, to be fixed by a Sole Adjudicator appointed by the Authority and acceptable to the Lessee in addition to allotment of an alternate site, if available, in accordance with the Rules in vogue at that time.

(xv) Methodology of Payment:

All payments will be made in favor of NHA RM Account, Islamabad through bank draft/pay order.

(xvi) Re-modeling/Reconstruction/Addition or Alteration

In case of already established Filling/CNG Stations, going for re-modeling/reconstruction/addition or alteration, the applicant shall deposit Rs. 250,000/- in the shape of demand draft/pay order in favour of NHA RM Account, Islamabad/Region and provide receipt of Accounts/Revenue Section to RAMD to ensure construction of cut off drain, reverse slope of approach roads, development of road user facilities such as ladies and gents toilets, drinking water cooler, tyre shop or air pressure, tuck shop (in areas where no market is available to road users in the vicinity), prayer room (in case no mosque is available in the vicinity), fire fighting equipment,

provision of fauna and flora in green belt between approaches and median in front of amenity and all other conditions set forth in NOC/Lease Agreement. The Refundable Cash Security will only be released by General Manager (Operations) after the completion of road user facilities duly verified by the Dy. Director (Maintenance) concerned / RAMD Staff OR in case of termination of Agreement OR cancellation of NOC, as the case may be.

4. Establishment of Filling/CNG Stations on applicant's own land but using NHA land (ROW) for approaches (Category 1(ii) (a) & (b))

(1) The following approach rental charges shall be charged from Category 1(ii) (a) & (b) Filling/CNG Stations:

- (i) Non-Refundable NOC Charges of Rs 50,000/- in favor of NHA RM Account, Islamabad.
- (ii) **Approach/Access Road Rental Charges** shall be paid for 1st five years in advance. After 5 years the owner shall deposit yearly advance rental charges **by 31st July of every financial year.**

	<u>Major Cities</u>	<u>Minor Cities</u>	<u>Rural</u>
(a) Motorway (M-1 & M-3)	As per concession agreement		
(b) N-5	Rs. 100,000/- per year	Rs. 75,000/- per year	Rs. 50,000/- per year
(c) N-55	Rs. 75,000/- per year	Rs. 50,000/- per year	Rs. 35,000/- per year
(d) Others	Rs. 50,000/- per year	Rs. 35,000/- per year	Rs. 25,000/- per year

The names of the major cities are as under:-

N-5 Major Cities:

- | | | | |
|---------------|----------------|------------|----------------|
| 1. Karachi | 2. Hyderabad | 3. Sukkur | 4. R.Y. Khan |
| 5. Bahawalpur | 6. Multan | 7. Okara | 8. Sahiwal |
| 9. Lahore | 10. Gujranwala | 11. Jhelum | 12. Rawalpindi |
| 13. Nowshera, | 14. Peshawar. | | |

All remaining Urban Areas on N-5 will be treated as minor cities with Annual rental charges of Rs 75,000/- per annum.

N-55 Major Cities:

- | | | | |
|----------|------------|-------------|-------------|
| 1. Dadu | 2. Larkana | 3. D.G.Khan | 4. D.I.Khan |
| 5. Bannu | 6. Kohat. | | |

All remaining Urban Areas on N-55 will be treated as minor cities with Annual rental charges of Rs 50,000/- per annum.

N-10, N-15, N-25, N-35, N-40, N-45, N-65, N-70 & N-75 Major Cities:

- | | | | |
|--------------|---------------|-------------|-------------|
| 1. Islamabad | 2. Abbottabad | 3. Mansehra | 4. Quetta |
| 5. Swat | 6. Mardan | 7. Murree | 8 Jacobabad |

All remaining Urban Areas will be treated as minor cities with Annual rental charges of Rs. 35,000/- per annum.

(iii) **Revision of Rates**

All the above rates will be revised by NHA Rate Revision Committee, constituted by the Chairman, NHA on annual basis or as the case may be.

(iv) **Payment Methodology:**

Payments will be made in favor of NHA RM Account, Islamabad through bank draft.

(2) **NOC Requirement for Category 1(ii) (a) & (b) Filling/CNG Stations**

- (i) Request of Oil Marketing Company/Ministry of Petroleum (in case of CNG Station).
- (ii) Request from concerned District Nazim/District Coordination Officer (DCO).
- (iii) The dispenser shall be installed outside the NHA's ROW limit. The distance of dispenser (in feet) from edge of the road shall be:

Description	Rural Area	Urban Area	Hilly Area	Mountainous Area
Filling Station	70'	60'	50'	40'
CNG Station	55'	45'	35'	25'

- (iv) The Minimum requirement of plot size (length x depth) in feet, owned or leased by Private Entrepreneur is detailed as under:-

Description	CNG Station	Filling Station
Rural	125' x 150'	150' x 200'
Urban	100' x 100'	125' x 150'
Hilly Areas	75' x 100'	125' x 125'
Mountainous Areas	60' x 80'	75' x 100'

Note: The Competent Authority can relax the requirement of area in square meters on case to case basis after charging the additional fees as described below:

(A) Difference of Area	= Required Area for the given category [section 4(2)(iv)] - Actual area
(B) Approach Rental Charges/sq.ft.	= $\frac{\text{Approach Rental Charges for the given category [section 4(1)(ii)]}}{\text{Plot size for the given category [section 4(2)(iv)]}}$
(C) Additional Approach Rental Charges	= (A) x (B)
(D) Total Approach Rental Charges	= Approach rental charges for the given category [section 4(1)(ii)] + C

- (v) Undertaking of Oil Marketing/Gas Company on a Judicial Stamp Paper of Rs 100 for Filling/CNG Stations respectively (**Appendix –I**).
- (vi) Undertaking of Owner (On Stamp Paper of Rs. 100/-) – for Filling/CNG Stations - **Appendix-II**
- (vii) Original Land Ownership Documents (Fard and Aks Shajra or their equivalent documents used in other provinces duly signed by concerned Land Revenue Officer).
- (viii) The applicant shall deposit Rs. 250,000/- (Two hundred and fifty thousands) in the shape of demand draft/pay order in favour of NHA RM Account, Islamabad/Region and provide receipt of Accounts/Revenue Section to RAMD to ensure:
 - Construction of cut off drain,
 - Construction of reverse slope of approach roads,
 - Development of road user facilities such as ladies and gents toilets,
 - Provision of drinking water cooler,
 - Provision of tyre shop or air pressure facility,
 - Provision of tuck shop(in areas where no market is available in the vicinity),
 - Provision of prayer room(in case no mosque is available in the vicinity)
 - Provision of fire fighting equipments,
 - Provision of fauna and flora in green belt between approaches and in median in front of amenity,
 - Construction of 50 meter acceleration and deceleration lanes along the road,
 - Provision of lighting arrangements in median according to the attached design, and
 - Fulfillment of all other conditions set forth in NOC/Lease Agreement.

The refundable Cash Security will only be released by General Manager(Operations) after the completion of road user facilities duly verified by Deputy Director(Maintenance) concerned/RAMD Staff or in case of termination of Agreement or cancellation of NOC, as the case may be.

- (ix) Approach road rental charges as detailed in Para 4(1)(ii).
- (x) The No Objection Certificate (NOC) is liable to be canceled at any stage on coming to the notice of the authority that any documentation provided in accordance with any terms and conditions mentioned in the NOC has been obtained/arranged by misrepresentation and in such case advance rental charges deposited by the applicant in favour of NHA RM Account, Islamabad, shall be forfeited.
- (xi) NHA reserves the right to cancel any NOC and re-occupy approach road, without paying any compensation to the filling/CNG station or oil marketing firm as the case may be. In addition to this the applicant will have no objection in handing over the facility without any compensation to the authority in case of road expansion.
- (xii) The Authority reverses the right to cancel the NOC and reoccupy the ROW at any time for its convenience, for the purpose of planned utilization of ROW or if it becomes necessary in the public interest, after serving Ninety (90) days notice to the owner of the amenity. In no event such cancellation of the NOC shall be deemed as default by the Authority under this Agreement. However, the owner of the amenity shall be entitled to some kind of compensation for the carried out civil works within ROW, which is to be fixed by a Sole Adjudicator appointed by the Authority and acceptable to the owner of the amenity, in accordance with the Rules in vogue at that time.
- (xiii) The applicant shall provide eight (08) copies of the layout plan duly verified by concerned Deputy Director (Maintenance), NHA of the proposed Filling/CNG Station which in-variably contain the followings:
 - (a) Distance of the Oil Marketing /Gas Company sign, cut-of-drain, petrol/diesel/CNG pumps and buildings from the centre of nearest carriageway [edge of the berm and the Right of Way (ROW) line].
 - (b) The full extent of the Right of Way (ROW) (both sides).
 - (c) Distance of the nearest existing bridge, filling/CNG station, horizontal or vertical curve or any other obstruction in the sight.
 - (d) Size of plot.
 - (e) Structures to be constructed on the plot with measurements and distances.

(xiv) Attested photocopies of National Identity Card of the owner/dealer and authorized representative of the Filling/CNG station.

(3) **Application Processing Procedure:**

(i) The Applicant/Oil Marketing firm will submit application to DCO (previously DC). He will forward the case to General Manager (Operations)/Region, NHA. The application will be reviewed & applicant informed about the shortcoming, if any, otherwise application will be sent to Deputy Director (Maintenance) concerned or CMC for site verification, checking of Revenue documents, confirmation of land ownership, site condition details.

(ii) Deputy Director (Maintenance) concerned or Corridor Management Contractor will forward the case along with his recommendations to General Manager (Operations)/(Region) for recommendation and onward transmission to RAMD, NHA, HQ.

(iii) At HQ, NHA, the case shall be processed by Operation Management Unit of RAMD and shall be sent to General Manager (Operations), who will obtain approval from Competent authority (i.e. Member (Operations)/Chairman NHA). Operation Management Unit of RAMD shall issue NOC to the applicant and shall be the custodian of all the record pertaining to NOC.

(iv) The applicant shall deposit Rs. 250,000/- (Two hundred and fifty thousands) in the shape of demand draft/pay order in favour of NHA RM Account, Islamabad/Region and provide receipt of Accounts/Revenue Section to RAMD to ensure:

- Construction of cut off drain,
- Construction of reverse slope of approach roads,
- Development of road user facilities such as ladies and gents toilets,
- Provision of drinking water cooler,
- Provision of tyre shop or air pressure facility,
- Provision of tuck shop(in areas where no market is available in the vicinity),
- Provision of prayer room(in case no mosque is available in the vicinity)
- Provision of fire fighting equipments,
- Provision of fauna and flora in green belt between approaches and in median in front of amenity,
- Construction of 50 meter acceleration and deceleration lanes along the road,
- Provision of lighting arrangements in median according to the attached design, and
- Fulfillment of all other conditions set forth in NOC/Lease Agreement.

The refundable Cash Security will only be released by General Manager(Operations) after the completion of road user facilities duly verified by Deputy Director(Maintenance) concerned/RAMD Staff or in

case of termination of Agreement or cancellation of NOC, as the case may be.

- (v) The Total processing time for application from the date of complete submission should not exceed thirty (30) days.

(4) Check list for Evaluation for Installation of Filling/CNG station for preparation of Report by Deputy Director (Maintenance) or Corridor Management Contractor.

The respective Dy. Director (Maint) or Corridor Management Contractor shall prepare his report keeping in view the following factors:-

- (a) The Implications of NHA's Development Plan on the Proposal.

In case the proposed site falls within the band likely to be acquired for construction of additional carriageway or for the development of highway related services etc, the matter shall be brought to the notice of Member (Operations) through RAMD office. In such instances, the Oil Marketing Companies/owner of CNG Station will be asked to consider other locations outside the limits determined by NHA in the light of its development plans. Where the land requirement is not specified in the proposed development scheme of NHA, a minimum off set distance as outlined in Rule No. 3 of National Highways and Strategic Roads Control Rules 1998 as amended in 2002 will be recommended for the establishment of building line reckoned from the center line of the existing carriageway, provided further that the recommended plot line lies well outside the limit of the Right of Way.

- (b) The Effect of Proposed Amenities/Filling/CNG Station on Highway Drainage.

If the proposal is likely to obstruct general or specific drainage within the ROW, the applicant will be advised to either relocate the filling/CNG station or make special arrangements for the smooth drainage.

- (c) The Effect of Proposed Filling Station on Flow of Traffic and Highway Safety.

If the proposed site is likely to interfere with the smooth flow of traffic or aggravate an existing problem, or cause an obstruction physically or visually due to its proximity to a bridge or curve, whether horizontal or vertical, the case shall be sent to the Member (Operations) along with all plans and recommendations for decision.

- (d) Estimated Cost and Frequency of Repairs of NHA Assets As a Result of Movement of Traffic to/from the Filling/CNG Station.

The applicant shall be called upon to pay the estimated cost of repairs/maintenance of the highway/related assets in advance for five years in the form of rent/ administrative charges payable annually, prescribed by the authority from time to time.

(e) Effect of the Maintenance/Operations of Underground Utilities.

If the proposed site is likely to interfere with the operation/maintenance of an existing utility line or service, the effect thereof shall be estimated by the utility department concerned and necessary steps taken to prevent damage or interference with the existing utility. In case, the affected utility line is to be shifted outside the Right of Way (ROW), the proposed location of the said utility line shall be approved by respective Dy. Director (Maint) or CMC. If for certain unavoidable reasons, the utility line is proposed to be located within the Right of Way, permission shall be required from Member (Operations) and cost shall be borne by the owner of the amenity. Damages caused to Utility Department shall be borne by the owner of amenity.

(f) Miscellaneous Factors

The following miscellaneous factors should also be kept in mind while considering requests for grant of NOC:-

- (i). The optimum size of the plot for filling/CNG station shall be in accordance with NOC Requirements. In case the size of the plot is less than the requirements, the applicant shall deposit the fee as prescribed by the authority from time to time. However regarding any variation the final approval will be granted by the competent authority..
- (ii). Proper road safety and information signs, lane marking and lightings (as per site requirements) shall be installed by the owner of the amenity.
- (iii). Removal of a visual obstruction in the median of a divided carriageway which is likely to cause accidents due to lateral movement of traffic to/from the proposed filling/CNG station.

(5) **Offer Letter to the Applicant**

Simultaneously, an offer letter after preliminary review of the case shall be issued to the applicant for his consent as per **Appendix-III** by Director (OMU) or Corridor Management Contractor, which will be valid for one month only and extended for another month after valid justification on case to case basis.

(6) **Approval**

On receipt of report from Dy. Director (Maint.) or Corridor Management Contractor and consent of the applicant, case shall be examined by the General Manager (Operations)/Region thoroughly in the light of National Highways and Strategic Roads (Control) Rules 1998 as amended in 2002 and Regulatory Framework and Standard Operating Procedures – 2002 who shall forward his recommendations to RAMD HQ, Islamabad for processing of approval of Competent Authority [(Member (Operations)/Chairman or Executive Board as the case may be)]. The RAMD shall issue the No Objection Certificate (copy attached as **Appendix-IV**) and sign the lease or license agreement with intimation to General Manager, Regional or Corridor Management Contractor.

OIL MARKETING COMPANY'S UNDERTAKING

We, M/s do hereby undertake to remove the structures to be constructed on the premises of the M/s at pursuant to this NOC, as and when desired by the National Highway Authority and so directed by its representative through a written notice, within 30 days of receipt of such notice, at our own risk and cost and that no claim for compensation shall lie against the National Highway Authority from the owner, dealer and oil marketing company or their representatives, heirs and successors, consequent thereto.

2. The dispenser shall be installed outside the NHA's ROW limit. The distance of dispenser (in feet) from edge of the road shall be:

<u>Description</u>	<u>Rural Area</u>	<u>Urban Area</u>	<u>Hilly Area</u>	<u>Mountainous Area</u>
Filling Station	70'	60'	50'	40'
CNG Station	55'	45'	35'	25'

3. We will ensure that cut off drains are provided on the approaches of We also ensure construction of road user facilities such as construction of cut off drain, construction of reverse slope of approach roads, development of road user facilities such as ladies and gents toilets, provision of drinking water cooler, provision of tyre shop or air pressure facility, provision of tuck shop(in areas where no market is available in the vicinity), provision of prayer room(in case no mosque is available in the vicinity), provision of fire fighting equipments, provision of fauna and flora in green belt between approaches and in median in front of amenity, construction of 50 meter acceleration and deceleration lanes along the road, provision of lighting arrangements in median according to the attached design, and fulfillment of all other conditions set forth in NOC/Lease Agreement. In case of default by the owner/dealer, we will be responsible to take action as per directions of NHA.

4. We further undertake that we will pay the administrative charges/rent of approaches annually on a single notice from NHA if owner/dealer does not do so.

5. We also undertake that NHA has full right to depute its representative for inspection of our at any time and check services provided to the road users.

6. We shall ensure that ladies/gents toilets shall be kept clean and functional at all times otherwise penalty may be imposed on the owner of the amenity as prescribed by the authority.

7. In case of default, we will comply with the following conditions:-

- (a) "In case the owner of commercial entity/amenity or any Govt/Semi Govt agency owning the utility fails to pay the lease or ground or approach rental charges or fee in due course of time and fail to comply with the instructions of the authority through Dy. Director (Maint) concerned, the owner shall be charged surcharge at the rates given as under:

- (i) 1 month after due date: Surcharge of 10% of ground rental charges or fee
- ii) 2 months after due date: Surcharge of 20% of ground rental charges or fee
- iii) 3 months after due date Surcharge of 30% of ground rental charges or fee
- iv) More than 90 days In case the Lessee does not abide by the provisions contained herein or any dues are outstanding against him for more than ninety (90) days, the Lessor may exercise right to terminate the Agreement forthwith and to seize / retain his articles, goods, materials etc. and remove, sell or dispose off the same in such manner as the Lessor may deem fit without being liable to pay any expenses incurred in connection with such retention, removal or disposal.

b) Remove or stop supply of our products to the at once at our risk and cost without claiming any compensation from NHA.

8. NHA reserves the right to cancel NOC and re-occupy approach road, without paying any compensation to the or Oil Marketing Firm as the case may be. In addition to this the applicant will have no objection in providing the facility without any compensation to the authority in case of road expansion.

9. The Authority reverses the right to cancel the NOC and reoccupy the ROW at any time for its convenience, for the purpose of planned utilization of ROW or if it becomes necessary in the public interest, after serving Ninety (90) days notice to the owner of the amenity. In no event such cancellation of the NOC shall be deemed as default by the Authority under this Agreement. However, the owner of the amenity shall be entitled to some kind of compensation for the carried out civil works within ROW, which is to be fixed by a Sole Adjudicator appointed by the Authority and acceptable to the owner of the amenity, in accordance with the Rules in vogue at that time.

_____ Date

_____ Seal

_____ Notary

Witness:

1. _____

2. _____

OWNER/DEALER'S UNDERTAKING

I, s/oresident of , Lessee of plot at (..... Bound Carriageway) on N-5, designated site for establishment of Station, do hereby undertake as under:-

(1) The dispenser shall be installed outside the NHA’s ROW limit. The distance of dispenser (in feet) from edge of the road shall be:

<u>Description</u>	<u>Rural Area</u>	<u>Urban Area</u>	<u>Hilly Area</u>	<u>Mountainous Area</u>
Filling Station	70'	60'	50'	40'
CNG Station	55'	45'	35'	25'

(2) That I shall construct cut-off drains on the approaches of the Station. I shall also ensure construction of road user facilities such as construction of cut off drain, construction of reverse slope of approach roads, development of road user facilities such as ladies and gents toilets, provision of drinking water cooler, provision of tyre shop or air pressure facility, provision of tuck shop(in areas where no market is available in the vicinity), provision of prayer room(in case no mosque is available in the vicinity), provision of fire fighting equipments, provision of fauna and flora in green belt between approaches and in median in front of amenity, construction of 50 meter acceleration and deceleration lanes along the road, provision of lighting arrangements in median according to the attached design, and fulfillment of all other conditions set forth in NOC/Lease Agreement..

(3) That I shall not install the OMC’s/GC's sign within 20 meters of the highway berm.

(4) That I shall not construct approaches wider than 10 meters and the same will be paved in their entire width and a slope of 5% maintained from the road berm up to the cut-off drain.

(5) That I shall pay the lease rental charges and rent of approaches to the National Highway Authority before 31st of July each year, payable in advance as required in the NHA Offer Letter in favor of “NHA RM Account, Islamabad”.

(6) That I shall shift or remove the structures and other installations of my amenity from the Right of Way/prescribed ribbon area, as and when called upon to do so through a written notice, from the Authority, without claiming any compensation thereof.

(7) That I shall construct the on the Leased land.

(8) That NHA has full right to depute any of representative for inspection of my amenities area at any time. Directions of NHA inspecting officers will be complied with.

(9) Ladies and gents toilets shall be kept clean and functional at all times otherwise fines/penalty may be imposed as prescribed by the authority.

(10) In case of any fault on my part, following conditions will be complied with:-

- a) Pay lease rental charges with fine as prescribed by NHA.
- b) Remove/stop business of my amenities units at once at my own risk and cost without claiming any compensation from NHA.

Signature
of the Lessee

Thumb Impression
of the Lessee

(Name and NIC number of the Lessee)
(attach photo copy of NIC)

NATIONAL HIGHWAY AUTHORITY
 "TYPICAL OFFER LETTER"

No.....
 Address.....
 Telephone Number.....
 Dated:

To,

Subject:- **Offer to Process the NOC for Establishment of Amenity (mention name of OMC/GC and Name/Style of MS/HSD Retail Outlet/Filling/CNG Station etc) at Km to Km on N -).**

With reference to your request for grant of NOC received vide District Coordination Officer (DCO) letter No:..... dated the Authority shall process grant of No Objection Certificate for establishment of (specific amenity/Filling Station etc.) at Km to km on (N.....) as shown on the layout plan, subject to fulfillment of the following conditions:-

- a. You will pay Rs..... (Rupees only) per annum on account of administrative charges/land rent. First five year's dues are payable in advance by bank draft/pay order drawn in favor of NHA RM Account, Islamabad. The charges will be revised periodically. In case of non payment of dues, the NOC will be withdrawn.
- b. The NOC shall be without prejudice to the rights of NHA to acquire land and property under the relevant land acquisition rules/laws. The NOC/registration fee shall be Rs. 50,000/- which is non-refundable.
- c. The dispenser shall be installed outside the NHA's ROW limit. The distance of dispenser (in feet) from edge of the road shall be:

<u>Description</u>	<u>Rural Area</u>	<u>Urban Area</u>	<u>Hilly Area</u>	<u>Mountainous Area</u>
Filling Station	70'	60'	50'	40'
CNG Station	55'	45'	35'	25'

- d. You will not construct any openings in the median to allow movement of traffic across the adjoining carriageway through the median, thereby creating a traffic hazard.
- e. Eight (08) copies of the layout plan shall be submitted for approval of the Authority. The layout plan must contain "1 Km" Trading Area Plan. The distance of sign, cut-off-drain, MS/ HSD dispensers and kiosk shall be shown with reference to center line of the nearest carriageway, edge of berm and the ROW line. The full extent of the ROW (both sides) will also be clearly indicated on the plan. In case of any change in the layout plan, the

revised plan will be submitted for approval of the Authority through proper channels.

- f. You will construct cut-off-drain astride both the approaches, along the Right-of-Way line as per typical design issued by NHA (copy enclosed). You will furnish refundable cash security to the Authority amounting to Rs..... (Rupees..... only) as an earnest of your intent to construct the reverse slope of approach roads and other road user facilities such as ladies and gents toilets, provision of drinking water cooler, provision of tyre shop or air pressure facility, provision of tuck shop(in areas where no market is available in the vicinity), provision of prayer room(in case no mosque is available in the vicinity), provision of fire fighting equipments, provision of fauna and flora in green belt between approaches and in median in front of amenity, construction of 50 meter acceleration and deceleration lanes along the road, provision of lighting arrangements in median according to the attached design, and fulfillment of all other conditions set forth in NOC/Lease Agreement.. The refundable cash security will be released after requisite certification by the Dy. Director (Maintenance) concerned/RAMD Staff upon satisfactory completion of the work. If cut-off drain and other road user facilities aforementioned are not provided as per drawing, the refundable cash security will be forfeited and said work will be completed by NHA out of this amount at your risk and cost.
- g. Acceleration/deceleration (entry/exit) lanes will be provided by you as per approved design of NHA. Length of the lane may vary from 50m to 200m, depending upon the site condition. These special lanes will not be required if the building line of the existing outlet is set back/shifted beyond the 220 ft or prescribed ribbon development limit.
- h. Distance of the nearest existing bridge, filling station and horizontal or vertical curve or any obstruction placing limitation on sight distance, if any, will be shown on the plan or in an attached Annexure.
- i. The access road from the facility to the edge of the main carriageway shall be paved in its entire width. It shall not be more than 10 meters in width and it shall have a slope of 5% from the edge of the highway berm upto the cut-off drain.
- j. The signs shall not be less than 20/10 meters from the edge of the road berm in case rural and urban areas respectively.
- k. In case of any deviation from the above mentioned conditions or other directions of NHA, the NOC shall be withdrawn forthwith.
- l. Delay in payment of annual approach/lease rental charges will be liable to fine as prescribed by NHA/cancellation of NOC.
- m. Authorized officers of NHA will inspect your project from time to time to ensure fair services to the road users and fulfillment of terms and conditions of NOC. You will provide full co-operation/assistance to the inspecting officers.

- n. You will start construction work at site within one year after issuance of NOC, otherwise the NOC stands cancelled.
- o. You will not allow construction of any other amenity on your plot. A separate lease / rent will be charged if an additional amenity is to be established subject to NOC by this authority.
- p. You will give undertaking to this effect that clean wash room/toilet facility would be provided for the use of general public round the clock.
- q. The owner of Filling/CNG Station shall plant/grow and maintain shrubs/flowers in between approaches and median in front of the amenity.
- r. Dimensions of Plot

The minimum dimensions of the plot (length x depth) in feet shall be:–

<u>Description</u>	<u>CNG Station</u>	<u>Filling Station</u>
Rural	125' x 150'	150' x 200'
Urban	100' x 100'	125' x 150'
Hilly Areas	75' x 100'	125' x 125'
Mountainous Areas	60' x 80'	75' x 100'

Note: The plot size can vary as per available Government Land in NHA Right of Way (ROW). The above minimum requirements is for the guidance of applicants. However, dimension along the road, shall not be less than 15% of dimensions mentioned above, i.e. a length of 100 feet may only be reduced upto 85 feet.

- 2. If above conditions are acceptable to you, confirmation thereof may kindly be conveyed to this office in the form of separate affidavits, rendered in accordance with the attached Performa bearing the title "Owners/Dealers Undertaking" and the "Oil Marketing Company's Undertaking", so that the case may be processed.
- 3. This offer stands cancelled if no response is received from your side within one month.

Dy. Director (Maintenance) (Name in full)

C.C.

Member (Operations) NHA, Islamabad.
 General Manager (Region)
 General Manager (Operations)
 District Coordination Officer
 File

NATIONAL HIGHWAY AUTHORITY
"TYPICAL NOC LETTER"

Address: 27 Mauve Area, G-9/1, Islamabad
Telephone Number: 051-9261148

No.....

Dated:

Subject: - Grant of No Objection Certificate (NOC) for Installation of
at Km on N....., (M/s District)

Reference: With reference your letter No. dated on the above subject.

Consequent upon fulfillment of conditions by the M/s (*name of Oil Marketing Firm*), as specified in Asstt./Dy Director (Maint.), NHA or CMC letter No....., dated through General Manager (*concern*), NHA, it has been decided by the Authority to grant NOC for the establishment of a Filling/CNG Station on plot Khasra No. on N....., (M/s.....), at Km....., District, in accordance with the approved plan.

2. Copy of approved layout plan is enclosed herewith.
3. This NOC is conditional and will be valid for one year only to start and complete the construction work.
4. The applicant/retailer will ensure the fulfillment of following conditions: -
 - a. Provision of Public facilities such as Toilets for Ladies/Gents with marble/ceramic tiles and washrooms. Toilet shall be clean and functional at all time and shall be available for public use. NHA official will periodically check the facilities as mentioned in clause 4 sub section 'a' to 'q' and if these facilities are found out of order / not upto required standard, the lessee/lessor shall be warned/fined (or penalties imposed as prescribed by the authority) and if he fails to improve his license shall stand cancelled.
 - b. Provision of Tyre Shop and Tuck Shop.
 - c. Provision of permanent drinking water arrangements.
 - d. No temporary/permanent construction like advertisement boards, fountain etc between drain and the nearest carriageway.
 - e. Relocation/protection of all utilities like WAPDA, Telephone Underground/Over head Cables, Suigas installations etc, at your own risk & Cost.
 - f. There shall be nothing repugnant to any Government order or policy on the subject.
 - g. Should it become necessary in the public interest the owner shall remove all the structure within (220) feet from the center line of the road within 30 days of notice from the Department at his own expenses and without any compensation what ever on this account.
 - h. The No Objection Certificate /Approval are subject to the application of any bye Law/Rules of local body concerned.
 - i. The Owner will not be authorized to erect any sort of structure other than mentioned in the enclosed plan and further until and unless agreement is executed with NHA.
 - j. A Slab/Pipe culvert as Cut Off drain Should be provided underneath the approach for proper cross drainage of Rain/Flood water. Besides, the drains with grating shall also be

provided on approaches to ensure proper drainage and to stop the water coming to road. Proper brick pavement on the shoulders should be accomplished by the company in full length in frontage of the Petrol Pump/CNG station.

- k. This No Objection certificate is subject to approval of the other Agencies including District Administration.
 - l. This No Objection Certificate is subject to the condition that final NOC will be issued by the District Coordination Officer concerned.
 - m. The Drainage of Petrol Pump/CNG station should be kept away from the road and level of open area be kept at least one foot lower than the road.
 - n. Provision of acceleration & deceleration lanes as service road as per NHA standard design.
 - o. Provision of streetlight by installing streetlight poles in the median @ 35 meters c/c distance in front of facility.
 - p. Land scaping of area in the median and in front of the amenity including acceleration & deceleration lanes.
 - q. This NOC is liable to be cancelled at any stage on coming to the notice of National Highway Authority of any of the terms and conditions mentioned above or of that any is found to be bogus or has been obtained/arranged by mis-representation. In such case the ground rental charges deposited as advance of five years and refundable cash security shall be forfeited in favor of NHA RM Account, Islamabad.
- i. In case of non-compliance of any of above conditions, NOC will be cancelled and entry/exit lanes shall be blocked.
- ii. The officers of NHA or CMC will randomly visit the sites with regard to above conditions.

Director (OMU)

Chapter 2 For information and taking necessary action

- | | |
|------------------------------|--|
| Dy. Director (Maint concern) | (1) Please ensure that the conditions specified in the offer of NOC are complied with. In case of non-compliance, the work should be stopped and the matter reported to this office for cancellation of NOC. |
| | (2) Two certified prints of the layout plan are enclosed herewith. Please hand over one of the drawings to D.D O&M/Maint. Concerned for monitoring the work. |

M/s (Oil Marketing Firm) For information and taking necessary action.

Owner/Dealer Please ensure compliance with the conditions governing the grant of NOC in the light of our offer letter/SOP already accepted by you.

Director (OMU)

C.C.

- Member (Operations), NHA
- General Manager (Operations)
- General Manager (Region), NHA

CHAPTER - V

Lease of Government Land for the Erection of Hotels/Motels, Restaurants, Kiosks, Khokhas and other Amenities

1. The Procedure for processing of lease agreement with owner of Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities for leasing Government land on ground rental charges is prescribed as under:

(1) The owner/firm/person or agency shall submit an application comprising of the followings:

(i) **Proposed Locations**

Precise location of proposed Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities along with drawings/layout plans [photographs if required]. The applicant shall contact respective Deputy Director (Maintenance) or Corridor Management Contractor for guidance and pin pointing the locations within the NHA Right of Way (ROW).

Eight (08) copies of the layout plan of the proposed Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities which in-variably contain the following:-

- (a) Distance of the Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities, sign, cut-of-drain, and buildings from the centre of nearest carriageway [edge of the berm and the Right of Way (ROW) line].
- (b) Distance of the nearest existing bridge, Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities, horizontal or vertical curve or any other obstruction in the sight.
- (c) Attested photocopies of National Identity Card of the owner/dealer and authorized representative of the Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities.

(ii) **Dimensions of Plot**

Plot size shall be as per requirement of the interested firm or person or government agency. The plot size can vary as per available Government Land in NHA Right of Way (ROW). The area

of the land to be leased shall be clearly mentioned in square meters on the lease agreement and ferro plan accompanying it.

(iii) **Development of Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities and its related works**

(a) Development of Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities and its related works will be the responsibility of the firm, person or agency). NHA will approve the building plans and drawings as per conditions set forth.

(b) Under Taking of owner of the Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities (On Rs 100- Stamp Paper).

(iv) **Safety Specifications**

(a) The Effect of Proposed Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities on Flow of Traffic and Highway Safety.

If the proposed site is likely to interfere with the smooth flow of traffic or aggravate an existing problem, or cause an obstruction physically or visually due to its proximity to a bridge or curve, whether horizontal or vertical, the case shall be sent to the Member (Operations) along with all plans and recommendations for decision.

(v) **Road User Facilities**

The interested parties shall illustrate in their proposal which sort of road User Facilities will be developed by them. The Facilities must be provided by the firm, person or agency or Concessionaire are:

- Construction of cut off drain,
- Construction of reverse slope of approach roads,
- Development of road user facilities such as ladies and gents toilets,
- Provision of drinking water cooler,
- Provision of tyre shop or air pressure facility,
- Provision of tuck shop(in areas where no market is available in the vicinity),
- Provision of prayer room(in case no mosque is available in the vicinity),
- Provision of fire fighting equipments,
- Provision of fauna and flora in green belt between approaches and in median in front of amenity,
- Depending upon the site condition, construction of 50m to 200m acceleration and deceleration lanes along the road,

- Provision of lighting arrangements in median according to the attached design, and
- Fulfillment of all other conditions set forth in NOC/Lease Agreement.

In addition to this the firms or person or agency may include any other facility they consider necessary for road users.

(vi) **Technical Proposal**

- (a) Should include detailed methodology for establishment of Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities.
- (b) The owner of the amenity or agency shall specify the nature of Business with all technical details.

(vii) **Lease Period**

- (a) **Immovable Property like Hotels/Motels, Restaurants etc. etc.**

The lease agreement shall be for thirty (30) years (Maximum) or for the period prescribed by the authority and value of the land shall be assessed every three (3) years or on annual basis or as prescribed by the authority.

- (b) **Movable Property like Nurseries, kiosks, Khokhas, Vendor Stalls etc**

The lease agreement shall be for thirty (30) years (Maximum) or for the period prescribed by the Chairman NHA and value of the land shall be assessed every three (3) years or on annual basis or as prescribed by the Authority.

(viii) **Financial Proposal**

The financial offer shall be in the form of annual ground rental charges for a period of thirty (30) years which shall be in excess of 5% (minimum) of the assessed and notified value of land by the District Revenue Officer in case of immovable property and 2½% (minimum) in case of movable property. These charges shall be paid annually in advance or 3 years in advance or as prescribed by the authority in the Lease Agreement from the date of assessment and shall be subject to increase. The rate of increase for the annual ground rental charges shall be the same as that of the increase in the value of land notified by the District Revenue Officer from time to time during the currency of lease period and shall be adjusted on annual basis or after each 03 years period or as prescribed by the authority in the Lease Agreement.

(ix) Ground Rental Charges

The lease charges shall be assessed on the following percentages for Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities:

Immovable Property like Hotel/ Motels, Restaurants, other Structure and amenities etc.	Minimum 5% of the land value assessed and notified by District Revenue Officers or any other prescribed authority for this purpose
--	--

Movable Property like Nurseries, Khokhas, Vendor Stalls Orchards, Kiosks, etc. etc.	Minimum 2½% of the land value assessed and notified by District Revenue Officers or any other prescribed authority for this purpose
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(x) Registration/NOC Fee

The registration/NOC fee shall be Rs. 20,000/- in favor of NHA RM Account, Islamabad for each Hotels/Motels, Restaurants, Kiosks, Khokhas and other amenities (movable / immovable) which shall be non-refundable.

(xi) Refundable Cash Security

The financial proposal must be accompanied with a Refundable Cash Security in favor of NHA RM Account, Islamabad/Region as prescribed under:

- | | |
|--|--------------|
| i. Immovable Property Hotel/ Motels, Restaurants, other Structure and amenities etc. | Rs. 50,000/- |
| ii. Movable Property like Nurseries, Orchards, Kiosks, etc. etc. | Rs. 20,000/- |
| iii. Khokhas, Vendor Stalls | Nil |

The applicant shall deposit the above mentioned amount in the shape of demand draft/pay order in favor of NHA RM Account, Islamabad/Region and provide receipt of Accounts/Revenue Section to RAMD to ensure construction of cut off drain, reverse slope of approach roads, development of road user facilities such as ladies and gents toilets, drinking water cooler, tyre shop or air pressure, tuck shop (in areas where no market is available to road users in the vicinity), prayer room (in case no mosque is available in the vicinity), fire fighting equipment, provision of fauna and flora in green belt between approaches and median in front of amenity and all other conditions set forth in NOC/Lease

Agreement. The Refundable Cash Security will only be released by General Manager (Operations) after the completion of the road user facilities duly verified by the Dy. Director (Maintenance) concerned / RAMD Staff OR in case of termination of Agreement OR cancellation of NOC, as the case may be.

However, for movable property like nurseries, khokhas, vendor stalls, orchards etc. construction of ladies and gents toilets, tyre shop, tuck shop, pray room is not a requirement. The Refundable Cash Security will only be released by General Manager (Operations) after the completion of the amenity duly verified by the Dy. Director (Maintenance) concerned / RAMD Staff OR in case of termination of Agreement OR cancellation of NOC, as the case may be.

(xii) **Agreement**

An agreement on a stamp paper of worth equivalent to 4% of one year ground rental charges would be duly executed under sub-section 1 & 2 of rule 13 & 14 of National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002 by the two parties. The expenses for providing the stamp paper shall be borne by the lessee. Where Government is the lessee it is exempted from stamp duty.

(xiii) **Termination Notice in case of any dispute**

In case of any dispute, either party shall have the right to terminate the Contract Agreement after serving ninety (90) days notice for termination to the other party.

(xiv) **Termination of Contract in Public Interest**

The Authority reserves the right to terminate the Lease Agreement at any time for its convenience, for the purpose of planned utilization of leased land or if it becomes necessary in the public interest, after serving Ninety (90) days notice to the Lessee. In no event such termination shall be deemed as default by the Authority under this Agreement. However, the Lessee shall be entitled to some kind of compensation for the carried out civil works on the leased land, to be fixed by a Sole Adjudicator appointed by the Authority and acceptable to the Lessee in addition to allotment of an alternate site, if available, in accordance with the Rules in vogue at that time.

(2) **Already Established Installations:-**

- (a) The ground rental at the rate of 5% (minimum) or as prescribed by the authority for already established installations within NHA ROW like immovable property, Hotels/Motels, Restaurants etc. and 2½% (minimum) or as prescribed by the authority for movable property like nurseries, khokhas, vendor stalls, kiosks etc. of assessed value of the land by District Revenue Officers or any other prescribed authority shall be charged with effect from 1st July, 1999.

(b) **Registration/NOC Fee**

The registration/NOC fee shall be Rs. 20,000/- in favor of NHA RM Account, Islamabad for each Hotels/Motels, Restaurants, whereas NOC fee for Kiosks, Khokhas and other amenities (movable / immovable) shall be Rs. 5,000/-, which shall be non-refundable.

(c) **Agreement**

An agreement on a stamp paper of Rs. 200/- would be duly executed under sub-section 1 &2 of rule 13 & 14 of National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002 by the two parties. The expenses for providing the stamp paper shall be borne by the lessee. Where Government is the lessee it is exempted from stamp duty.

(d) **Termination Notice in case of any dispute**

In case of any dispute, either party shall have the right to terminate the Contract Agreement after serving ninety (90) days notice for termination to the other party.

(e) **Termination of Contract in Public Interest**

The Authority reverses the right to terminate the Lease Agreement at any time for its convenience, for the purpose of planned utilization of leased land or if it becomes necessary in the public interest, after serving Ninety (90) days notice to the Lessee. In no event such termination shall be deemed as default by the Authority under this Agreement. However, the Lessee shall be entitled to some kind of compensation for the carried out civil works on the leased land, to be fixed by a Sole Adjudicator appointed by the Authority and acceptable to the Lessee in addition to allotment of an alternate site, if available, in accordance with the Rules in vogue at that time.

(3) **Methodology of Payment:**

All payments will be made in favor of NHA RM Account, Islamabad. through bank draft/pay order.

CHAPTER VI

NOC Requirement for Approach Rental Charges for using NHA land for approaches to Amenities installed out of NHA Right of Way (ROW) such as Industries, Hotels, Commercial Markets, Restaurants, Shops, Tea Stalls etc.

1. Provisions and Regulations

(1) NHA shall charge the approach rental charges for using NHA land as approach road as per rule 12 of National Highways and Strategic Roads (Control Rules) Rules 1998, as amended in 2002 from already established and future installations of commercial amenities like Industries, Hotels, Commercial Markets, Restaurants, Shops, Tea Stalls etc.

(2) Registration/NOC Fee

The registration/NOC fee shall be Rs. 20,000/- in favor of NHA RM Account, Islamabad for each new installation of amenities using NHA ROW for approaches like Industries, Hotels, Commercial Markets, Restaurants, Shops, Tea Stalls etc. which shall be non-refundable.

(3) The Dy. Director (Maintenance) or Corridor Management Contractor for respective sections shall administer the related affairs.

(4) Approach road ground rentals shall be charged at the following rates:

	Major Cities	Minor Cities	Rural
Category-1			
1) Industry/Hotel/Motel /Market (more than 10 shops) Factories/Mills, Restaurant & workshop (more than 1 kanal area) Cinema	Rs. 15,000/- per year	Rs 10,000/-	Rs 10,000/-
Category-2			
1) Driver Hotel, Car/Furnit. Showroom, Restaurant & Workshop (less than 1 kanal area), Kilns, Marriage Hall	Rs 7,000/- per year	Rs. 5,000/-	Rs. 5,000/-

Category-3

1) Service Station
Shops/ Khokhas, Tea stall
etc. etc.

Rs. 2,000/- per year

Rs. 1,000/-

Rs. 1,000/-

(5) **Approach/Access Road Rental Charges** shall be paid for 1st five years in advance or on annual basis on case to case basis as approved by the Member (Operations). The owner of the amenity shall deposit the ground rental charges in advance on yearly basis by 31st July of every financial year.

(6) **Revision of Rates**

All the above rates will be revised by the NHA Rate Revision Committee appointed by Chairman, NHA on annual basis or as the case may be.

(7) The Dy. Director (maintenance) or CMC shall ensure that the owner of the commercial amenity deposit the approach ground rental charges in advance by 31st July of every financial year.

(8) Precedent procedures, same as for the Filling /CNG station, will be applied in the case of public amenities for the above categories 1 and 2.

(9) **Existing Amenities**

All the existing amenities like Hotels, Motels, restaurants etc. will be registered by NHA. Proper inventories will be developed and approach rental charges collected by Dy. Director (Maintenance) or CMC in case of Corridor Management agreement. All the owners of amenities will be forced to fulfill the criteria for construction of ladies and gents toilets and construction of drains in case of Category 1 amenities. The approach rental charges for the existing amenities will be the same as fixed for the above section 1(4). For Existing Amenities, the procedure for application listed below for future installation will be followed except for provision of bank guarantee and NOC registration fees as given at section 2(v) & (vi), where Bank Guarantee @ Rs. 100,000/- (for Category-I) as Performance Guarantee is essential requirement. However, Dy. Director (Maintenance) or Corridor Management Contractor shall ensure that the existing amenity of Category I has all requirement as enlisted in case of future construction against the Bank Guarantee. The owners of existing amenities shall pay the approach rental charges on yearly basis commencing from July 1999.

(10) NHA reserves the right to cancel any NOC and re-occupy approach road, without paying any compensation to the filling/CNG station or oil marketing firm or any other amenity as the case may be. In addition to this the applicant will have no objection in providing the facility without any compensation to the authority in case of road expansion.

(11) The Authority reverses the right to cancel the NOC and reoccupy the ROW at any time for its convenience, for the purpose of planned utilization of ROW or if it becomes necessary in the public interest, after serving Ninety (90) days notice to the owner of the amenity. In no event such cancellation of the NOC shall be deemed as default by the Authority under this Agreement. However, the owner of the amenity shall be entitled to some kind of compensation for the carried out civil works within ROW, which is to be fixed by a Sole Adjudicator appointed by the Authority and acceptable to the owner of the amenity, in accordance with the Rules in vogue at that time.

2. **Standard Operating Procedure for Amenities Like Industries, Hotels/Motels, Restaurants, Shops, Khokhas, Kiosks etc. etc. (Applicable Only For The Categories 1 And 2)**

(1) **Future Construction/Installations**

- (i) Request of the Owner
- (ii) The distance of amenity from centerline of nearest carriageway.
- (iii) Undertaking of Owner (On Stamp Paper of Rs. 100/-) that as and when the land will be required by NHA for road improvement, no compensation shall be paid for removal of structures - **Appendix-V.**
- (iv) Land Ownership Documents (original Farad and Aks Shajra) signed by concerned Land Revenue Officer.
- (v) Non-Refundable NOC Charges of Rs 20,000/- in favor of NHA RM Account, Islamabad.
- (vi) Refundable Cash Security @ Rs. 50,000/- (for Category-1) and Rs. 20,000/- (for Category 2) as Performance Guarantee to ensure construction of cut-off drain, ladies and gents toilets, drinking water, slope of approach road as per the conditions set forth in NOC.
- (vii) Attested photo copies of NICs of the owners.
- (viii) Eight (08) copies of the layout plan of the proposed public amenities which in-variably contain the following:-
 - a) Distance of the advertisement sign, cut-of-drain, and buildings from the center of nearest carriageway (edge of the berm and the ROW line).
 - b) The full extent of the ROW (both sides).
 - c) Distance of the nearest existing bridge, horizontal or vertical curve or any other obstruction in the sight.
 - d) Size of plot.
 - e) Structures to be constructed on the plot with measurements and distances.
- (ix) Proof of ownership/concession lease document of the land upon which the amenity is proposed.

(x) Payment Methodology

All payment will be made in favor of NHA RM Account, Islamabad, through bank draft/pay order.

(3) **Application Processing Procedure:**

- (i) The owner of the amenity will submit application to Dy. Director (Maintenance) or CMC in case of Corridor Management Contract or General Manager (Operations) directly. The application will be reviewed & applicant informed about the shortcomings, if any. Otherwise application will be processed for site verification, checking of Revenue documents, confirmation of ownership, site condition details.
- (ii) Deputy Director (Maintenance) or Corridor Management Contractor will forward the case along with his recommendations to General Manager (Region) for recommendation and onwards submission to RAMD, NHA, HQ.
- (iii) At HQ, NHA, the case shall be processed by Operation Management Unit of RAMD and shall be sent to General Manager (Operations), who will obtain approval from Competent authority [i.e. Member (Operations)]. Operation Management Unit of RAMD shall issue NOC to the applicant and shall be the custodian of all the record pertaining to NOC.

The applicant shall deposit Rs. 50,000/- or 20,000/- (as the case may be) in the shape of demand draft/pay order in favour of NHA RM Account, Islamabad/Region and provide receipt of Accounts/Revenue Section to RAMD to ensure:

- Construction of cut off drain,
 - Construction of reverse slope of approach roads,
 - Development of road user facilities such as ladies and gents toilets,
 - Provision of drinking water cooler,
 - Provision of tyre shop or air pressure facility,
 - Provision of tuck shop(in areas where no market is available in the vicinity),
 - Provision of prayer room(in case no mosque is available in the vicinity)
 - Provision of fire fighting equipments,
 - Provision of fauna and flora in green belt between approaches and in median in front of amenity,
 - Construction of 50 meter acceleration and deceleration lanes along the road,
 - Provision of lighting arrangements in median according to the attached design, and
 - Fulfillment of all other conditions set forth in NOC/Lease Agreement.
- The refundable Cash Security will only be released by General Manager(Operations) after the completion of road user facilities duly verified by Deputy Director(Maintenance) concerned/RAMD Staff or in case of termination of Agreement or cancellation of NOC, as the case may be.

(vi) The Total processing time for application from the date of complete submission should not exceed thirty (30) days.

(4) **Check list** for Evaluation for Installation of the new amenity for Category 1 & 2 for preparation of Report by Deputy Director (Maintenance) or Corridor Management Contractor.

The respective Dy. Director (Maint) or Corridor Management Contractor shall prepare his report keeping in view the following factors:-

(i). **The Implications of NHA's Development Plan on the Proposal.**

In case the proposed site falls within the band likely to be acquired for construction of additional carriageway or for the development of highway related services etc, the matter shall be brought to the notice of Member (Operations) through RAMD office. In such instances, the owner of the amenity will be asked to consider other locations outside the limits determined by NHA in the light of its development plans. Where the land requirement is not specified in the proposed development scheme of NHA, a minimum off set distance as outlined in Rule No. 3 of National Highways and Strategic Roads Control Rules 1998 as amended in 2002 will be recommended for the establishment of building line reckoned from the center line of the existing carriageway, provided further that the recommended plot line lies well outside the limit of the Right of Way.

(ii). **The Effect of Proposed Amenities on Highway Drainage.**

If the proposal is likely to obstruct general or specific drainage within the ROW, the applicant will be advised to either relocate the amenity or make special arrangements for the smooth discharge of drainage.

(iii) **The Effect of Proposed amenities on Flow of Traffic and Highway Safety.**

If the proposed site is likely to interfere with the smooth flow of traffic or aggravate an existing problem, or cause an obstruction physically or visually due to its proximity to a bridge or curve, whether horizontal or vertical, the case shall be sent to the competent authority along with all plans and recommendations for decision.

(iv) **Estimated Cost and Frequency of Repairs of NHA Assets As a Result of Movement of Traffic to/from the amenities.**

The applicant shall be called upon to pay the estimated cost of repairs/maintenance of the highway/related assets in advance for five years in the form of rent/ administrative charges payable annually, prescribed by the authority from time to time.

(v) **Effect of the Maintenance/Operations of Underground Utilities.**

If the proposed site is likely to interfere with the operation/maintenance of an existing utility line or service, the effect thereof shall be estimated by the utility department concerned and necessary steps taken to prevent

damage or interference with the existing utility. In case, the affected utility line is to be shifted outside the Right of Way (ROW), the proposed location of the said utility line shall be approved by respective Dy. Director (Maint). If for certain unavoidable reasons, the utility line is proposed to be located within the Right of Way, permission shall be required from Member (Operations) and cost shall be borne by the owner of the amenity. Damages caused to Utility Department shall be borne by the owner of amenity.

(vi) **Miscellaneous Factors**

The following miscellaneous factors should also be kept in mind while considering requests for grant of NOC:-

- (a) Proper road safety and information signs, lane marking and lightings (as per site requirements) shall be installed by the owner of the amenity.
- (b) Removal of a visual obstruction in the median of a divided carriageway which is likely to cause accidents due to lateral movement of traffic to/from the proposed amenity.

(5) **Offer Letter to the Applicant**

Simultaneously, an offer letter after preliminary review of the case shall be issued to the applicant for his consent as per **Appendix-VI** which will be valid for one month only and extended for another month after valid justification on case to case basis.

(6) **Approval**

On receipt of report from Dy. Director (Maint.) or Corridor Management Contractor and consent of the applicant, case shall be examined by the General Manager (Operations)/(Region) thoroughly in the light of National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002 and Regulatory Framework and Standard Operating Procedures – 2002 and submit his recommendations to RAMD HQ, Islamabad for processing of approval of Competent Authority [Member (Operations) or Chairman NHA]. The RAMD shall issue the No Objection Certificate (**Appendix-VII**) and sign the lease or license agreement with intimation to General Manager (Region) or Corridor Management Contractor.

OWNER UNDER TAKING

I, (dealer's name) s/o resident of, owner/lessee of plot (survey/khasra No. village, Tehsil and District) (attach proof of ownership/concession lease) the designated site for establishment of bearing the name/style of situated at (state Kilometer and Section of National Highway (N.....) do hereby undertake as under:-

(1) I will not construct nor cause to be constructed any building or structure within 220 feet from the centre line of the nearest carriageway, except where expressly prior approval of National Highway Authority will be obtained and conditions stipulated therewith be complied.

(2) That I shall construct cut-off drains on the approaches of the amenity and ensure that adverse drainage towards the highway embankment is not caused due to construction or operation of my amenity.

(3) That I shall not install the advertisement sign within 10 meters (Urban=10m, Rural=20m) of the highway berm.

(4) That I shall not construct approaches wider than 10 meters and the same will be paved in their entire width and a slope of 5% maintained from the road berm up to the cut-off drain. I further undertake to develop the area between the approaches and median in front of the amenity by providing fauna & flora.

(5) That I shall pay the administrative charges/rent of approaches to the National Highway Authority before 31st July of each financial year. For first five years, dues payable in advance as required in the offer of NOC in the form of a Demand Draft/ Pay Order of Rs..... (No..... dated:.....) drawn "in favor of NHA RM Account, Islamabad" is enclosed.

(6) That I shall shift or remove the structures and other installations of my amenity (.....) from the Right of Way/proscribed ribbon area, as and when called upon to do so through a written notice, from the Authority, without claiming any compensation therefore.

(7) That I shall construct the amenity on my privately owned/leased land.

(8) That NHA has full right to depute any of representative for inspection of my amenities area at any time. Directions of NHA inspecting officers will be complied with.

(9) In case of any fault on my part, following conditions will be complied with:-

(i) Pay lease rent with fine as prescribed by NHA.

(ii) Remove/stop business of my amenities units at once at my own risk and cost without claiming any compensation from NHA.

Date/place and Stamp
of Notary Public

Signature of Owner
Name in full
NIC Number
(attach photocopy of NIC)

Thumb
Impression of owner
(left hand)

NATIONAL HIGHWAY AUTHORITY
"TYPICAL OFFER LETTER"

No.....
Address.....
Telephone Number.....
Dated:

To,

Subject:- Offer to Process the NOC for Establishment of Amenities (Mention name) Km to Km on N.....).

With reference to your request for grant of NOC received vide District Coordination Officer (DCO) letter No:..... dated the Authority shall process grant of No Objection Certificate for establishment of (specific amenity.) at Km to km on (N.....) as shown on the layout plan, subject to fulfillment of the following conditions:-

- a. You will pay Rs..... (Rupees..... only) per annum on account of administrative charges/land rent, first five year's dues payable in advance by bank draft/pay order drawn in favour of NHA RM Account, Islamabad. The charges will be revised periodically. In case of non payment of dues, the NOC will be withdrawn.
- b. The NOC shall be without prejudice to the rights of NHA to acquire land and property under the relevant land acquisition rules/laws. The NOC/registration fee shall be Rs. 20,000/- - Non-refundable.
- c. The Building line of the proposed amenity will be at a distance of 220 ft from the center line of the nearest carriageway.
- d. You will not construct any openings in the median to allow movement of traffic across the adjoining carriageway through the median, thereby creating a traffic hazard.
- e. Eight (08) copies of the layout plan shall be submitted for approval of the Authority. The layout plan must contain "10 Km" Trading Area Plan. The distance of sign, cut-off-drain, shall be shown with reference to centre line of the nearest carriageway, edge of berm and the ROW line. The full extent of the ROW (both sides) will also be clearly indicated on the plan. In case of any change in the layout plan, the revised plan will be submitted for approval of the Authority through proper channels.
- f. You will construct cut-off-drain astride both the approaches, along the Right-of-Way line as per typical design issued by NHA (copy enclosed). You will

provide a Refundable Cash Security to the Authority amounting to Rs..... (Rupees..... only) as an earnest of your intent to construct the cut-off drain as per specification. The Refundable Cash Security will be released after requisite certification by the Dy. Director (Maintenance) concerned/RAMD Staff or CMC upon satisfactory completion of the work. If cut-off drain will not be provided as per drawing, the Refundable Cash Security will be forfeited and said work be completed by NHA out of this amount at your risk and cost.

- g. Acceleration/deceleration (entry/exit) lanes will be provided by you for existing amenities only as per approved design of NHA i.e. 100m service line of entry and 100m of exit. These special lanes will not be required if the building line of the existing outlet is set back/shifted beyond the 220 ft or as prescribed ribbon development limit.
- h. Distance of the nearest existing bridge, filling station and horizontal or vertical curve or any obstruction placing limitation on sight distance, if any, will be shown on the plan or in an attached annexure.
- i. The access road from the facility to the edge of the main carriageway shall be paved in its entire width. It shall not be more than 10 meters in width and it shall have a slope of 5% from the edge of the highway berm upto the cut-off drain.
- j. The signs shall not be less than 20/10 meters from the edge of the road berm in case rural and urban areas respectively.
- k. In case of any deviation from the above mentioned conditions or other directions of NHA, the NOC shall be withdrawn forthwith.
- l. Delay in payment of annual approach/lease rental charges will be liable to fine as prescribed by NHA/cancellation of NOC.
- m. Authorized officers of NHA will inspect your project from time to time to ensure fair services to the road users and fulfillment of terms and conditions of NOC. You will provide full co-operation/assistance to the inspecting officers.
- n. You will start construction work at site within one year after issuance of NOC, otherwise the NOC stands cancelled.
- o. You will not allow construction of any other amenity on your plot. A separate lease rent will be charged if an additional amenity is to be established subject to NOC by this authority.
- p. You will give undertaking to this effect that clean wash room/toilet facility would be provided for the use of general public.

2. If above conditions are acceptable to you, confirmation thereof may kindly be conveyed to this office in the form of separate affidavits, rendered in accordance with the

attached performa bearing the title "Owners Undertaking" so that the case may be processed.

3. This offer stands cancelled if no response is received from your side within one month.

Dy. Director (Maintenance) or MC
(Name in full)

C.C.

Member (Operations) NHA, Islamabad
General Manager (Operations)
General Manager (Region)
File

APPENDIX-VII

NATIONAL HIGHWAY AUTHORITY
"TYPICAL NOC LETTER"

Address: 27 Mauve Area, G-9/1, Islamabad
Telephone Number: 051-9261148

No.....

Dated:

To: Owner of the Amenity
(Concerned)

Subject:- **Grant of No Objection Certificate for Establishment of**
..... at Km of (N.....)

Consequent upon fulfillment of conditions by the owner as specified in NHA letter No. dated, it has been decided by the Authority to grant NOC for the establishment of a (specify amenity e.g.: Hotel/Motel/Restaurant etc) on plot survey/khasra No..... Deh Tehsil/Taluka District, corresponding to Km of Section of (N), in accordance with the approved plan.

2. Copy of approved layout plan is enclosed.

3. This NOC will be valid for one year only to start and complete the construction work.

Director (OMU)

For Information and taking necessary action.

Director (Maint) Region- (1) Please ensure that the conditions specified in the offer of NOC are complied with. In case of non-compliance, the work should be stopped and the matter reported to this office for cancellation of NOC.

(2) Two certified prints of the layout plan are enclosed herewith. Please hand over one of the drawings to D.D (Maint) concerned for monitoring the work.

Owner - (1) Please ensure compliance with the conditions governing the grant of NOC in the light of our offer letter already accepted by you.

Director (OMU)

CC: Member (Operations) NHA
General Manager (Operations)
General Manager (Region)
File

CHAPTER - VII

NOC Requirement for Laying of utilities such as Sui Gas Pipeline, Electricity line, Oil Pipeline, Water/ Sewerage Pipeline, Optical Fiber Line, Telephone Line etc.

1. Different Government agencies as well as non-governmental agencies can use the NHA Right of Way (ROW) by obtaining No Objection Certificate (NOC) with the payment of rental charges to the authority to pass/lay/carry any cable, wire, pipeline, drain, duct, sewer or channel of any kind of utility through, across, under or over any road, highway, motorway and bridge under its control as per Rule 11 & 12 of National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002.

2. The Government /non-governmental agencies will pay annual lease rent to the authority in advance for five (05) years or on yearly basis or as prescribed by the authority. The agency has to deposit yearly advance rental charges by 31st July every year. The authority reserve the right to remove the utility from its Right of Way (ROW), if their annual advance payment is not received from due date as described in Chapter III, Regulation 11.

3. The Right of Way (ROW) usage charges shall be as under:

- (i) Rs. 10.00 per running meter upto 12" for corridor use.
- (ii) Rs. 16.00 per running meter upto 18" dia for corridor use.
- (iii) Rs. 24 per running meter for dia 24" dia for corridor use.
- (iv) In case of dia more than 24", the Member (Operations), NHA will decide the rental charges on case to case basis as per use and availability of NHA corridor.
- (v) Rs. 20.00 per running meter will be charged in case of 1x1 meter duct or corridor use for cables, wires etc.
- (vi) In case the utility duct is more than 1x1 meter size, Member (Operations) NHA will decide the rental charges on case to case basis.
- (vii) Special Rent will be charged from all agencies using the authority, bridges/culverts (utility ducts or super structure) to cross the utilities. The annual charges shall be as follows :

➤ Major River/Railway Bridge	Rs. 500,000/-
➤ Bridges from 51 to 100 meter length	Rs. 100,000/-
➤ Bridges upto 50 meter length	Rs. 75,000/-

The Rates shall be changed with the approval of the Board. These rates will also be applicable to already existing utilities in ROW.

4. NHA reserve the right to cancel any NOC and re-occupy leased land, without paying any compensation to the utility department or agency or person or the Firm as the case may be. In addition to this the applicant will have no objection in removing the facility out of Right of Way (ROW) in case of road expansion.

5. The Authority reverses the right to cancel the NOC and reoccupy the ROW at any time for its convenience, for the purpose of planned utilization of ROW or if it becomes necessary in the public interest, after serving Thirty (30) days notice to the concerned agency. The agency shall remove all the structures (sui gas pipelines, electricity lines, oil pipe lines, water/sewerage pipelines, optical fiber cable, telephone lines etc.) within notice period at its own expense without any compensation whatsoever on this account.

6. **Procedure for processing of application:**

(1) The Government /non-government agency shall submit an application to the office of General Manager (Operations)/(Region) or Corridor Management Contractor along with following details:

- (a) Layout plan along with the details such as geometric layout, topographic details, cross sectional details, technical information (07 copies), duly verified by concerned representative of company and Dy. Director (Maintenance).
- (b) Undertaking on stamp paper of Rs. 100/- that all conditions laid down in NHA offer letter shall be abided by them - **Appendix-VIII**.
- (c) NOC registration fee of Rs. 20,000/- (non-refundable).
- (d) Agency will submit yearly advance charges in shape of Bank draft in favor of NHA, RM Account, Islamabad.
- (e) Road Reinstatement charges will be charged in addition to this as per procedure laid down in NHA Code 2000 (if road cut is involved).
- (f) Deputy Director (Maintenance) or CMC or Director (OMU) RAMD, NHA will make visit to the specific site along with the applicant to ensure that the said cable, wire, pipeline, drain, duct, sewer or channel are laid at the extreme edge of ROW and cause no hindrance or safety crisis.
- (g) After site confirmation, the case will be processed by the Deputy Director (Maintenance) or CMC and forwarded to General Manager (Operations)/(Region) who after satisfaction shall recommend the case to RAMD, HQ to get approval of competent authority [i.e. Member (Operations)/Chairman NHA]. NOC will be issued by Director (OMU).

7. Methodology of Payment:

All payment will be made in favor of NHA RM Account, Islamabad through bank draft/pay order.

8. Owing to the extra ordinary complexity, difficulty and cost of construction of an asphalt road and technical factors which preclude proper restoration of a disturbed asphalt surface to the original design specification, it is imperative that an asphalt road not be tampered with or cut after its construction. To avoid road cut for transverse passage of utilities, the following procedures shall be adopted:

- a. Thrust boring under highways without disturbing the surface/flow of traffic.
- b. Methodology statement for passage of utilities with minimum disturbance to the road, highway and traffic flow where thrust boring is not feasible with the following details along with the proposed cross section and plan/drawing in triplicate with the following details:-
 - (i) Precise chainage of National Highway at which the crossing is intended.
 - (ii) Location of ingress and egress of the proposed utility line.
 - (iii) Layout of the proposed utility line astride the ROW and the prescribed ribbon in case the utility line is to be laid longitudinally in the prescribed ribbon, duly verified by agency's representative and Dy. Director (Maintenance) concerned.
 - (iv) Type of utility/pipeline and depth of proposed crossing; special safety precautions, if any, required during the laying of pipeline and subsequently.
 - (v) Name and address of the company's authorized official who will be responsible for the work at site.
 - (vi) An undertaking for removal of utility service at any time on the notice by NHA within the time prescribed in the notice (Annexure-A).
 - (vii) The utility company will pay supervisory charges to NHA at the amount to be prescribed with the approval of Chairman, NHA.

9. The Dy. Director (Maintenance) or CMC will visit site and give their recommendations to the General Manager (Operations)/(Region) whether laying of utility service is feasible or not. If the project is feasible the Dy. Director (Maintenance) or CMC will give an offer to the utility company with the approval of General Manager (Operations)/(Region) as per Performa given at (**Appendix-IX**).

10. On fulfilling/acceptance of the terms and conditions of the offer letter, the case along with complete documents will be forwarded with the clear recommendation by the General Manager (Operations) for approval of the Member (Operations) through RAMD Section. NOC will be issued by RAMD with the approval of the competent authority as per

Performa given at (**Appendix-X**). However, where cutting of road is not involved and length of a utility line is not more than 300 meters, the Regional GM will approve the case for grant of NOC under intimation to NHA HQ.

11. The government agency, the firm or person or department after issuance of NOC will ensure the following:-

(1) Carriage, storage and safety of materials/labour to be used for crossing of the road or laying of utility lines in the safe secure manners at its own risk and cost.

(2) The temporary stores/offices for completion of work will be kept away at the minimum distance of 30 meters from toe of embankment of the nearest carriageway.

(3) No disturbance to the traffic.

(4) Furnish a schedule of work and its methodology.

12. The Dy. Director (Maint) or CMC will supervise the work of government agency, the firm or person or department to ensure that conditions of NOC are fully adopted during the works. In case of violation, he will issue notice to the company for work as per terms and conditions of NOC under intimation to General Manager Region and RAMD, otherwise work at site will be stopped with the approval of General Manager Region.

13. On completion of work the utility department will submit following documents to the Dy. Director (Maintenance) or CMC.

(1) As built drawing in triplicate which will be verified by Dy. Director (Maintenance) or CMC. Two copies of drawing will be sent to Regional General Manager by placing one copy for their own record and the second will be sent to the RAMD.

(2) Certificate of completion of work.

14. Cutting of a macadamized/asphalt or concrete road for crossing of utility lines shall be permissible under the following circumstances only:-

(a) When arrangements for thrust boring are not available with the utility company at any of its locations/stations.

(b) All efforts to arrange for thrust boring equipment within the Region have failed. General Manager (Regional) will render a certificate to this effect. A statistical analysis will be conducted at RAMD periodically to assess/ascertain trends in the Regions.

15. The original record will be maintained in the offices of Dy. Director (Maintenance) or CMC. Copies thereof will be maintained at RAMD for statistical purposes.

16. The Dy. Director (Maintenance) or CMC will ensure that annual lease rent from utility companies /departments is being received regularly by 15th of January each year. The rental charges will be collected by Dy. Director (Maintenance) or CMC on the basis of inventories verified by Regional General Managers or RAMD. In case of failure for the payment of lease rent a fine will be charged to the utility department or agency or firm as prescribed in Chapter III Regulation 11.

UNDERTAKING

(On stamp paper of Rs.100/-)

We, M/s, a Company having Registered Office at and Head office at hereby accept the terms and conditions offered vide Dy. Director (Maintenance) or CMC letter No. dated and do hereby undertake for the purpose of laying at Km+.....) Section of National Highway/strategic road/Motorway (N...../M.....) as per drawing/layout plan (8 copies enclosed). We further undertake that:-

- a. (Company) agrees to relocate the utility line outside R.O.W., at our own expense, as and when called upon to do so by NHA or by its authorized representative, without demanding any charges or compensation from NHA thereof.
- b. (Company) agrees to furnish a detailed schedule along with methodology statement for execution of work to NHA/Deputy Director (Maint) concerned at least one week in advance prior to the start of work.
- c. Notwithstanding to any terms and condition undertaking is hereby given that in the event of the National Highway Authority owned interest and consideration of the NHA so desires, then the pipeline will be removed, relocated dismantled, repaired the damages etc, complete to the full satisfaction of NHA within 30 days from the date of issue of such letter notice instructions from the authorized local representative of the NHA, not below the rank of the Deputy Director at our own cost and expenses. If we fail to carry out the constructions within the notice period the NHA will be eligible to remove our works, materials, etc on our risk and cost and we should lose our right of any claim against the National Highway Authority on any account.

Signature and Stamp
(Notary Public)

For and on behalf of Company
Managing Director
(Company's Seal)

NATIONAL HIGHWAY AUTHORITY
"TYPICAL OFFER LETTER"

No.....
Address:
Telephone Number:
Dated:

To: _____

Subject:- **Offer letter for Processing of Grant of NOC for Laying of Utility at Km+..... of National Highway / Motorway**

Dear Sir,

This refers to your request bearing No. dated for grant of permission to lay/cross a at the captioned location.

2. The National Highway Authority may grant a NOC/permission for the execution of the proposed work, subject to your fulfillment of the conditions as under:-

- a. an undertaking as per the specimen attached.
- b. Five years annual lease rent in advance will be paid by you through bank draft or pay order amounting to Rs. and subsequently it will be paid before 31st July of each financial year otherwise fine will be imposed as prescribed by NHA from time to time.
- c. You will pay supervisory charges to NHA at the amount of Rs..... per day.
- d. Work at site after grant of NOC will be started upto entire satisfaction of the authorized representative of NHA.
- e. Safe and secure arrangements for labour and stores as well as carriage of material and machinery will be responsibility of your company.
- f. Temporary office/store arrangements will be kept away at a minimum distance of 30 meters from the toe of embankment of the nearest carriageway.
- g. There will be no hindrance to the traffic during the works at site.
- h. Any loss/damage caused to the road due to construction work will be borne by the company.

- i. In case of thrust boring, it will be with appropriate equipments horizontally.
- j. The depth of pipe line/conduit will not be less than 1.5 meters under any circumstances.
- k. On completion of work "as built drawing" will be submitted to NHA before leaving site.
- l. Your company will get NOC from all other concerned quarters.
- m. Reinstatement charges amounting to Rs..... as per estimate attached shall be deposited in favor of NHA RM Account, Islamabad.
- n. Departmental charges @ 45% of the estimate amounting to Rs. to be deposited in favor of NHA RM Account, Islamabad.
- o. NOC charges @ Rs. 20,000/- to be deposited in favor of NHA RM Account, Islamabad.
- p. The owner of the amenity will enter into an agreement with NHA as per specimen attached.

3. Kindly furnish the requisite undertaking along with plans, bank draft or pay orders and other documents as specified therein at your earliest convenience so that the case may be processed for decision of the competent authority.

Dy. Director (Maintenance) or CMC

C.C.

Member (Operations)
General Manager (Operations)
General Manager (Region)
File

NATIONAL HIGHWAY AUTHORITY
"TYPICAL NOC LETTER"

Address: 27 Mauve Area, G-9/1, Islamabad

Telephone Number: 051-9261148

No.....

Dated:

To: _____

Subject:- **Grant of NOC for Laying of at
Km+..... of National Highway / Motorway**

Consequent upon fulfillment of conditions by your company as specified in NHA offer letter No:..... dated issued by Dy. Director (Maintenance), the competent authority has decided to grant NOC for laying as per layout plan/drawing received from your company with the undertaking dated

2. The terms and conditions of the offer letter/undertaking will be strictly followed. One approved copy of the layout plan is enclosed herewith for your necessary action. Please ensure compliance with the conditions governing the grant of NOC in the light of our offer letter already accepted by you.

Director (OMU)

Copy to:-

Member (Operations)
General Manager (Operations)
GM (Region) (1)

Please ensure that the conditions specified in the offer of NOC are complied with. In case of non-compliance, the work should be stopped and the matter reported to this office for cancellation of NOC.

(2) Two certified prints of the layout plan are enclosed herewith. Please hand over one of the drawing to D.D (Maint)/PD concerned for monitoring the work.

Dy. Director (Maintenance) concerned or CMC

CHAPTER VIII

Bus Stands/Bus Bays

1. Provisions of Regulations

(1) NHA may construct bus bays within its ROW by itself or through public/private partnership (on BOT Basis). Entry fee, from the vehicles entering the bus stands/bus bays, shall be charged according to the rates given below:

Sr. No.	Vehicle category	Rates (Rupees)
A	All kind of Cars/Taxis	5/-
B	Wagon upto 12 seats, Pickup all types modified to carry passengers (Toyota Hilux single/double Cabin), Milk trucks T-3000 and equivalent	10/-
C	Wagon 13-24 Seats, Coaster and Mini Bus built on T-3500 Mazda chassis (upto 24 seats) and Mini Truck/Tanker built on T-3500 Mazda Chassis and equivalent	15/-
D	Buses (more than 25 seats)	20/-

All the above rates may be revised by the Chairman, NHA on annual basis or as the case may be.

(2) The entry fee shall be collected by the agency, person or firm procured by NHA as Management Contractor and deposited to NHA RM Account, Islamabad as per agreement.

(3) The Dy. Director (Maintenance) or MC for respective section shall administer the related affairs.

(4) Keeping in view the public interest, NHA may establish or remove bus bays within its ROW.

2. **NOC requirement for Bus Bays/Bus Stands established by Government Agency or Person or Firm out of NHA Right of Way (ROW) in their own land but using the NHA land for approaches**

(1) **Application Processing Procedure**

- (i) Request of Municipal Administration or Regional Transport Authority or Firm or Owner of the Amenity or Government Agency.

- (ii) Undertaking from Municipal Administration or Regional Transport Authority or Firm or Owner of the Amenity or Government Agency on Stamp Paper of Rs. 100/- **Appendix-V**
- (iii) Non-refundable NOC charges Rs. 50,000/- in favor of NHA RM Account, Islamabad through bank draft/pay order.
- (iv) In case of Bus Stand/Adda, the applicant shall deposit Rs. 100,000/- in the shape of demand draft/pay order in favour of NHA RM Account, Islamabad/Region and provide receipt of Accounts/Revenue Section to RAMD to ensure construction of cut off drain, reverse slope of approach roads, development of road user facilities such as ladies and gents toilets, drinking water cooler, tyre shop or air pressure, tuck shop (in areas where no market is available to road users in the vicinity), prayer room (in case no mosque is available in the vicinity), fire fighting equipment, provision of fauna and flora in green belt between approaches and median in front of amenity and all other conditions set forth in NOC/Lease Agreement. The Refundable Cash Security will only be released by General Manager (Operations) after the completion of road user facilities duly verified by the Dy. Director (Maintenance) concerned / RAMD Staff OR in case of termination of Agreement OR cancellation of NOC, as the case may be.
- (v) The approach rental charges shall be as under:

(a) Bus Stands	Rs. 100,000/- per year for major cities and Rs. 75,000/- per year for minor cities
(b) Bus Bays	Rs. 50,000/- per year
- (v) All payment will be made in favor of NHA RM Account, Islamabad through bank draft/pay order.
- (vi) All the above rates will be revised by the Chairman, NHA on annual basis or as the case may be.

3. Termination of Agreement/NOC/License for the convenience of NHA or in Public Interest

NHA will have the sole discretion to terminate the Agreement/ NOC/License in case of overcharging from the commuters, traffic hindrance, law and order situation arising at site or if it becomes necessary in the public interest without paying any compensation.

CHAPTER - IX

Removal of Encroachments and Maintaining Sanctity of Building Line

1. Provisions of Act (National Highway Authority Act 1991 as amended in 2001)

(1) Under Section 2 (g) of NHA Act, 1991, "National Highway" means a road specified in Part-1 of the Schedule and includes a road declared by the Federal Government, by Notification in the Official Gazette, to be a National Highway.

(2) Under Section 12 of NHA Act, 1991, subject to rules, the Authority shall have power to summarily eject any un-authorized occupant of National Highway or Strategic Road or proposed site thereof and demolish and remove any structure thereon, and to use such force, including police force as may be necessary for the purposes and to recover the cost thereof from the person responsible for such occupation or obstruction.

2. Provision of Rules (National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002)

2.1 Rule 3: Restriction on Encroachment and Ribbon Development:-

(1) Subject to sub rule (2) of rule 3, no person shall without the consent, in writing, of the Authority , (a) erect any, building, boundary wall and structure whether temporary or permanent, moveable or immovable; (b) set up any fence, hedge, post, scaffolding, tower, pylon, transmission line, dispenser, sign board, advertisement, hoarding or banner; (c) deposit or cause to be deposited building material, goods for sale, rubbish, industrial waste, waste water, sullage, industrial effluent or any other such matter or article etc.; (d) carry any cable, wire, pipeline, drain, duct, sewer or channel of any kind through, across, under or over; (e) and make any excavation on road, highway, motorway, bridge or land:-

- (i) within seventy meters from center line of Right of Way of a National Highway and no industrial building within one hundred meters on either side of the center line;
- (ii) within two hundred and fifty meters from center line of Right of Way of a motorway;
- (iii) within one thousand meters on either side of center line at all interchanges and service areas in a length of one kilometer beyond connecting point of ramps and loops with a motorway and feeding roads; and
- (iv) within forty meters from center line of the Right of Way (ROW) in case of sections of a National Highway or strategic road or bridge which is situated in municipal limits and hilly areas.

(2) No such restriction on ribbon development referred to in sub-rule (1), shall apply in case of.-

- (a) any building/structure or excavation which is used or intended to be used mainly or exclusively for purposes of or relating to cultivation of land adjacent thereto otherwise than as a dwelling house or a commercial property;
- (b) any work begun before the date of coming into force the Highway Ordinance, 1959 (W. P. Ord. XXXII of 1959), or any other provincial law on the subject or any work carried out in accordance with permission of any competent authority before that date; or
- (c) any National Highway in respect of which a building line has been determined under rule 5 or under any provincial law before the commencement of the Act.

2.2 Rule 4: Prohibition to construct or layout any means of access:- No person shall, without the consent, in writing, of the Authority, construct or layout any means of access to or from a National Highway, motorway, strategic road or any other road or bridge declared as such under the Act.

2.3 Rule 6: Prohibition to construct or maintain any structure or make any excavation between a Building Line and the Right of Way (ROW):- (1) No person subject to sub-rule (2) of rule 3 without the consent, in writing and no objection certificate of the Authority shall:-

- (a) erect any, building, boundary wall, shed, dispenser and structure whether temporary or permanent, moveable or immovable;
- (b) setup any fence, hedge, post, scaffolding, tower, pylon, transmission line, sign board, advertisement, hoarding or banner;
- (c) deposit, cause to deposit building material, goods for sale, rubbish, industrial waste, waste water, sullage, industrial effluent or any other such matter and articles;
- (d) and carry any cable, wire, pipeline, drain, duct, sewer or channel of any kind through, across, under or over;

the land between Right of Way (ROW) and building line.

(2) In case any building or structure and other amenities defined in sub-section (1) of Rule 6 including a work or any part thereof which already existed (before determination of building line by the authority under rule 5 or under any provincial law before the commencement of the act) between the ROW and building line, the Authority may, whenever such building, structure and other amenities or part thereof has fallen down, by notice require such building, structure and other amenities or part thereof to be demolished and set back to the building line and if the portion of land thus rendered

vacant be included within the boundaries of road in relation to which such building line has been determined, such portion shall become part of the National Highway, motorway, strategic road or bridge, as the case may be. Provided that the Authority shall pay compensation to the owner of such portion of land or of the building which existed thereon for any damage caused to it by the setting back of building and structure.

2.4 Rule 9: Removal of Encroachment:- (1) If any person, without the consent of the Authority, makes any encroachment, the Authority shall give such person a notice in the form set out in **Appendix-XI** to remove the encroachment within such period as may be specified by it and the period so specified shall not be of less than twenty four hours.

(2) In case such person fails to comply with such notice within the period specified therein, the Authority may under section 12 of the Act take such action against such person as may be necessary to remove the encroachment and to recover the cost thereof.

2.5 Rule 10: Determination and recovery of cost:- (1) The cost to be recovered under rule 9 shall be the actual cost incurred in removing the encroachment and the peace keeping cost as may be determined by the Authority.

(2) The Authority shall serve the person concerned with a notice to pay the cost within such a period as may be specified by it in the notice.

(3) In case such person fails to pay the cost, the Authority may recover the cost by sale of the material removed and the remaining sum due, if any, as an arrears of land revenue.

2.6 Rule 17: Notices:- All notices under these rules shall be served in the following manner:-

(1) In case the identity of the offender is known, the notice shall be served on him or on his known authorized representative or on the person found to be representing him at the site of occurrence of the offence personally and if these persons be not available or traceable or refuse to receive the notice, by affixation at a conspicuous place at the site of the offence. Copy of the notice shall also be provided to the National Highways & Motorway Police.

(2) In case the authority is satisfied that the identity of the offender cannot be ascertained, a notice with the heading "To whom it may concern" affixed at a conspicuous place at the site of offence shall be deemed to have been served on the offender."

3. General Provision and Regulations (National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002)

(1) As per Rule (9), Sub-section (1), if any person, without the consent of the authority, makes any encroachment, the authority shall give such person a notice in the form set out in **Appendix-XI** to remove the encroachment within such period as may be

specified by it and the period so specified shall not be of less than twenty four (24) hours under Rule 9(1). Further as per Rule (9), Sub-section (2) in case such person fails to comply with such notice within the period specified therein, the authority may under section 12 of the Act take such action against such person as may be necessary to remove the encroachment and to recover the cost thereof.

(2) The Dy. Director (Maintenance) or CMC shall ensure that no encroachment (movable or immovable) should be made within the ROW and between the ROW and Building Line within their respective jurisdiction.

(3) Any encroachment noticed by the Dy. Director (Maintenance) or CMC and declared encroachment by the concerned land acquisition collector shall immediately be removed.

(4) The Director (Maintenance) or CMC shall submit the fortnightly report to the Regional General Manager with respect to status of removal of encroachments within their jurisdiction with one copy to RAMD office.

(5) Regional General Managers shall make anti encroachment squads which shall ensure through field visits that there are no encroachments along the National Highways. The squads will monitor the job of Dy. Director (maintenance) or CMC for removal of encroachments and take immediate action against the field officers or CMC if encroachments exists on National Highways within their respective jurisdiction. The squads may also take direct action for removal of encroachments in cases where Dy. Director (Maintenance) or CMC have failed to remove the encroachments.

(6) ROW markers shall be installed on both sides of the carriageway to fix the National Highways boundaries permanently and to avoid the illegal encroachments.

(7) All the bypasses of National highways shall have controlled access and chain link fences shall be installed and maintained.

(8) The cost of removal of encroachments shall be estimated and shall be recovered from the owner of the encroachment as per Rule 10.

4. Procedure for Removal of Encroachment :

In order to remove a building, fence, hedge, post, tower, pylon, transmission line, pipeline, gas line, duct, dispenser, sign board, advertisement, hoarding or banner, any structure constructed by person without the consent in writing from the authority, the authority shall adopt following procedure for its removal:

- (a) The representative of the authority i.e. Dy. Director (Maintenance) or CMC shall visit the site and after determination of the extent of encroachments as per Rule 3(1), 4, 6, 9 & 11(1), shall issue the notice as per Rule 20 in writing for removal of encroachments to the owner of the encroachments (movable or immovable), constructed without the consent of the authority as detailed in the National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002 under intimation to the District/Tehsil Administration.

- (b) In case the removal of encroachments requires hiring of machinery or other related expenditures, Dy. Director (Maintenance) or CMC shall submit the case for approval of machinery and other related expenditures to General Manager (Region).
- (c) In case such persons or encroachers fail to comply with the notice within the period specified therein and upon the completion of notice period, Dy. Director (Maintenance) or CMC shall carry out the operation for removal of encroachments in coordination with District/Tehsil Administration.

NATIONAL HIGHWAY AUTHORITY
"Typical Notice for Removal of Encroachments Letter"

No.....
Address:
Telephone Number:
Dated:

To,

Through:- Dy. Director (Maintenance) _____(In Duplicate).

SUBJECT:- NOTICE FOR REMOVAL OF ENCROACHMENT

WHEREAS, M/s/Mrs. Son/daughter of has made an encroachment within the Right of Way/between Right of Way and building line in violation of the restriction on ribbon development in respect of the National Highway/Motorway/Strategic Road, within the meaning of National Highways and Strategic Roads (Control) Rules, 1998 as amended in 2002 at and whereas the said encroachment is liable to removal under the aforesaid rules.

2. Now, THEREFORE, you are hereby directed to remove the aforesaid encroachment within twenty four hours, failing which the aforesaid encroachment shall be removed by the National Highway Authority, at your expenses and cost.

3. Given under the hand and seal of (specify designation) at AM/PM on this day of(specify month and year) on behalf of the National Highway Authority.

Signature: _____
Name: _____
Designation: _____

Seal of the
National Highway Authority

For information and taking necessary action please

Project Manager (MC) with a request to coordinate with and arrange/ensure the removal of encroachment after the lapse of above specified notice period.

DCO
SSP To provide the Police force for legal cover and to control law and order situation.

CHAPTER - X

Display of Promotional Material

1. **Provision of Act (National Highway Authority Act 1991 as amended in 2001)**

Without prejudice to the generality of the powers conferred by sub-section(1), the Authority may for the purpose of carrying out the purpose of this Act License Facilities on roads under its control on such terms as deems fit [Section 10 (2)(viii)]

2. **Provisions of Rules (National Highways and Strategic Roads (Control) Rules 1998, as amended in 2002)**

2.1 **Rule 8: Construction of means of access to or from the road or to construct a building, structure and other amenities within a building line:-** (1) Any person wishing to obtain the consent of the Authority to construct a means of access to or from the highway or to construct a building, structure and other amenities within the building line determined under rule 5 or under any provincial law before the commencement of Act shall apply to the Authority for grant of its permission.

(2) The applicant shall furnish to the Authority such plans, other relevant documents and fees as it may require in this behalf as prescribed under NHA regulatory framework and standard operating procedures for preservation and commercial use of Right of Way (ROW).

(3) The Authority shall, subject to due consideration to highway safety and convenience of road users and if satisfied that the permission to construct a means of access to, or from, the highway or to construct a building, structure and other amenities within the building line may be granted, inform the applicant accordingly, subject to such conditions as it may deem fit to impose on payment of such fees as it may fix.

(4) In case the Authority is of the opinion that such permission may not be granted, it shall record its reasons, in writing, for refusal to grant such permission and inform the applicant accordingly with reasons for such refusal.

2.2 **Rule 11:.**(1) Notwithstanding anything contained in any other law/rule for the time being in force no person, municipal committee, district government, cantonment board or any other government agency shall do any of the following acts within ROW of the authority, namely:-

- (a) open or break up the surface of any road, highway, motorway, strategic road and bridge; or
- (b) construct or carry any cable, wire, pipe, drain, sewer channel of any kind through, across, under or over any road and bridge; or

- (c) within the boundaries of any road, repair or alter or execute any works on, or in relation to, any existing cable, wire, pipe, drain, sewer or channel of any kind, running through, across, under or over such road, highway, motorway and bridge.
- (d) erect and install any structure or amenities and carry out commercial activities;

Unless such person or authority have first obtained the consent, in writing, to do the proposed works within ROW of National Highway Authority.

(2) In giving its consent under sub section (1) of rule 11, the authority may impose such conditions as it may deem necessary and consistent with the performance of its duty. As such the authority may impose a rent or other charge for any land forming part of the road occupied by or applied to the proposed work.

(3) Any person or agency contravening or causing the contraventions of the provision of Sub-section (1) of Rule-11 shall be liable to prosecution under the provision of these Control Rules and the Authority may, also without giving any notice to the offender, remove the offending works, restore the road to its former condition and the Authority may recover the cost thus incurred from the offender as determined by the Authority.

(4) The cost recoverable under Sub-section (3) shall be such sum as may be determined to be the actual cost by the Authority may require the offender through a demand notice to pay the cost within a reasonable period not exceeding fifteen (15) days and in case he fails to make the payment within the specified period the cost shall be recovered as arrears of land revenue or from sale of material so removed.

(5) If any dispute arises between the Authority and any other government agency or person, out of or in relation to the exercise of powers of such authority under Sub section-1 such dispute shall be referred to arbitration under 1940 Arbitration Act. The cost of the arbitration shall be borne by municipal committee, district government, cantonment board and any other agency or the person concerned.

2.3 Rule 12: License for the grant of permission to construct approach roads or culverts for the use of Government land for construction, installation of filling/CNG stations, other amenities and laying of utility lines through, across, under and over the road or bridge:-

(1) The authority may, at its discretion, with due regard to the safety and convenience of the road user and subject to such conditions as it may impose and on payment of such fees and rental/lease charges as it may fix, permit any person or agency to; (a) setup filling/CNG stations, hotel/motel, restaurants, sign boards, nurseries, shops, khokhas, hoardings, banners for a specific period; (b) to carry any cable, wire, pipeline, drain, duct, sewer or channel of any kind through, across, under or over any national highway, motorway, strategic road and bridge under its control; (c) to manage the national highway, strategic road or bridge corridor including all amenities in sections or sub-sections or part thereof as commercial entity through management contractor on behalf of the authority, at a fee or ground rental charges prescribed by the authority in the duly executed contract agreement

approved by the Board or as prescribed under Regulatory Framework and Standard Operating Procedures of the Authority.

(2) Any person or agency wishing to obtain the consent of the authority to construct or lay out a means of access to or from or to construct a building, structure and other amenities within ROW and building line to which restrictions have been applied by or under sub-section (1) of rule 3, 6 and 11 and shall furnish with his application such plans and other particulars as may be prescribed by authority and the authority may refuse to grant the application or may grant the application subject to such conditions as it may deem fit to impose and ground rental charges and fees prescribed under Regulatory Framework and Standard Operating Procedures of the Authority.

(3) If the owner of CNG/Filling stations, restaurants, hotels/motels, factories, nurseries, shops/khokhas and any other amenities or Government agencies, departments, cantonment boards fails to pay the lease or ground rental charges in the prescribed time and fail to comply with the instructions of the authority, a surcharge fee shall be charged at the prescribed rates as given in the regulatory framework and standard operating procedures of the authority.

3. General Provisions and Regulations

(1) NHA reserves the right to franchise any or all sections of National Highways and Motorways for the purpose of hoarding.

(2) No advertising agency/company/person shall install hoardings and advertising material along the National Highways without NOC of NHA. The Dy. Director (Maintenance) or Corridor Management Contractors (CMC) shall ensure that such activities are not taken place within the ROW without necessary NOC.

(3) If any un-authorized advertising material is found available, notice for removal of the same will be issued/served to the persons/agency/company concerned by the above officers. If no response is given by the party within stipulated time, the hoardings will be removed at the risk and cost of the person/agency/company concerned.

(4) The locations for Display of Promotional Material shall be classified as under:-

- | | | |
|------|--------------------|---|
| (i) | Prime Locations: | Toll Plazas, Major Cities Urban Areas, Weigh Bridges, Overhead Bridges, Pedestrian Bridges, Pedestrian or Vehicular Underpasses on National Highways, Beauty Spots, Panoramic Views and Historical Monuments etc. |
| (ii) | Ordinary Locations | Other location than Prime Locations on National Highways |

(5) The annual lease rent will be collected through Dy. Director (Maintenance) or Management Contractor or franchisee. The annual lease rent of different amount will be based on above types of locations but not less than the amount shown below:-

- (i) Prime Locations: The rental charges shall be decided by the Chairman, NHA on case to case basis or determined through auction of the rights for a particular reach or location or structure of the highway.
- (ii) Ordinary Locations: Rs. 45 per Square Foot for places other than Prime Locations on National Highways

(6) The Dy. Director (Maintenance/Monitoring) or MC of respective section shall administer the erection of hoardings and related matters.

(7) The maximum size of hoardings or board shall be 90 x 30 feet or as approved by the authority.

(8) Installation of unipole advertising boards shall be encouraged (but the bigger would require multi legs – trussed).

(9) Annual ground rental charges on the basis of type of location as given above [Section (4) (i) & (ii)] shall be charged as per section (5) or as prescribed by the authority from time to time with the approval of Chairman, NHA.

(10) The rights to display hoarding promotional materials and other displays on Prime Locations of National Highways shall be auctioned on annual basis or period as prescribed by the authority through open auction/competition or through CMC to interested Advertising Agencies or Firms.

4. Pre-qualification/Registration of Advertising Agencies

(1) Different Advertising Agencies shall be registered on the panel of authority after due pre-qualification with the approval of Member (Operations) NHA on annual basis.

- (i) The Advertising Agencies shall be registered with NHA and shall pay registration fee and subsequent renewal fee every year as prescribed under:

- ◆ Registration Fees (one time only) Rs. 20,000/-
(Non-refundable)

- ◆ Renewal Fees Rs. 5,000/- per year
(Non-refundable)

- (ii) The formation of the committee for pre-qualification/registration of advertising agencies is given as under:

(a)	General Manager (Operations)	Chairman
(b)	Director (OMU)	Member
(b)	Dy. Director (P&CA)	Member
(c)	Dy. Director (O&M)	Member
(d)	Asstt. Director (Ops)	Member/Secretary

- (iii) At least 30 days will be given for submission of applications by Advertising Agencies for pre-qualification. The agencies interested in taking part for pre-qualification shall submit their applications along with necessary documents as published in the Public Notice. Dy. Director (O&M) will frame the public notice for publication containing information about relevant papers.

5. Application Processing Procedure

(1) All the registered agencies will apply to obtain NOC for their installations from NHA through Dy. Director (Maintenance/Monitoring) or Management Contractor (MC). Dy. Director (Maintenance/Monitoring) or MC will check the site as per NHA Standard Operating Procedure (SOP) and submit the case for grant of NOC to General Manager (Operations/(Region) for processing of approval of Member (Operations) NHA through RAMD office. NOC will be issued by RAMD office with the approval of Member (Operations).

(2) NOC processing time shall be thirty (30) days from Dy. Director (Maintenance/Monitoring) or MC till the issuance of NOC by RAMD office.

(3) Following general conditions will be followed by the advertising agencies and the implementation will be the responsibility of Dy. Director (Maintenance/Monitoring) or Management Contractor.

- (a) All hoarding shall be of approved dimensions and in accordance with the rules/procedure issued by the authority.
- (b) All hoarding or boards shall not be less than 6 feet off the ground level and will be fixed on concrete or metallic structures.
- (c) No hoardings will be allowed within the median or any other reserve area as declared by NHA.
- (d) No hoarding/sign, display board shall obstruct, cover or cause reduction of visibility of traffic sign.
- (e) Distance between each hoarding or display board shall not be less than 100 meters or as prescribed by the authority.
- (f) No hoarding to be placed or made of material which may reflects the lights of the passing vehicles or sunshine towards the road users.
- (g) Each hoarding/sign board shall contain the lease details and period of expiry on bottom left corner.
- (h) Minimum distance from the center of carriageway shall be fixed with the consultation of Dy. Director (Maintenance/Monitoring) or MC for each board. (it shall not be less than 2.5 meter from outer edge of shoulder)

- (i) No hoardings or display shall be left in poor, damaged state.
- (j) Electronic bill boards shall be encouraged as a policy
- (k) No promotional material shall be allowed to be displayed unless cleared by the Dy. Director (Maintenance/Monitoring) or MC with reference to its morality.

(4) In case of default by the advertising agency or firm, the Dy. Director (Maintenance/Monitoring) or MC shall serve the notice to the advertising agency or firm for removal of hoardings/bill boards within specified period of time and shall have the right to:-

- (a) Confiscate, remove or allocate hoarding sites to the next other advertising agency without further notice, if notices to the defaulter have not been complied by the advertising agency.

(5) Payment of ground rental charges or the amount mentioned in the lease agreement shall be made through demand draft/pay order to NHA RM Account, Islamabad through Dy. Director (Maintenance/Monitoring) or MC.

(6) The following arrangements have been made for the payments of ground rental charges by the advertising agencies:

- (i) The payments for the 1st year shall be made on 6 monthly basis starting from the date of registration.
- (ii) The payments for the next financial years shall be made on or before 31st July of each year on annual basis. In case of non payment on the due date, Regulation (11), Chapter III shall apply.

(7) Before installation each board will be inspected by the Deputy Director (Maintenance/Monitoring) or MC of reach concerned who will ensure that the board is prepared in accordance with NHA Standard Operating Procedures (SOP) otherwise he will not allow installing the board.

(8) A register will be maintained by the offices of the Dy. Director (Maintenance/Monitoring) and MC and RAMD and in this regard as per Performa given at **Appendix-XII**. A Monthly return statement will be submitted in the same Performa by Dy. Director (Maintenance/Monitoring) or MC and Regional General Manager by 5th of each month to the office of the RAMD.

APPENDIX-XII

REGISTER/RETURN OF ADVERTISING BOARDS INSTALLED IN _____
 REGION DURING THE MONTH OF _____

Name of Owner/Company	Size of Board	Location where Board is installed	Maint Unit	Contract period with dates	Approving Authority	Amount of Lease Rent fixed	Amount of Lease rent received	Boards removed on completion of Contract	Boards removed due to violation of Contract	Remarks (if any)

ANNEXURE – I

NHA Act 1991 as amended in 2001
(8 pages)

NHA ACT 1991 AS AMENDED IN 2001

CHAPTER I PRELIMINARY

1. Short title, extent and commencement.----(1) This Act may be called the National Highway Authority Act, 1991, amended in 2001.
 - (2) It extends to the whole of Pakistan.
 - (3) It shall come into force at once.
2. Definitions.---In this Act, unless there is anything repugnant to the subject or context:
 - (a) "Auditor General" means the Auditor General of Pakistan;
 - (b) "Authority" means the National Highway Authority established under section 3;
 - (c) "Board" means the Executive Board of the Authority;
 - (ca) "CDWP" means the Central Development Working Party;
 - (d) "Chairman" means Chairman of the Authority;
 - (e) "Council" means the National Highway Council;
 - (ea) "ECNEC" means the Executive Committee of National Economic Council;
 - (f) "Member" means member of the Council or, as the case may be, of the Board;
 - (g) "National Highway" means a road specified in Part I of the Schedule and includes a road declared by the Federal Government, by notification in the official Gazette, to be a National Highway;
 - (h) "President" means President of the Council;
 - (i) "Regulations" means regulations framed under this Act;
 - (j) "Right of Way" (ROW) means the land acquired for the purpose of construction of a National Highway or any other road assigned to the Authority;
 - (k) "road" means a road including land within the right of way and all works, such as, carriageways, cartways, footpaths, berms, side drains, culverts, bridges, tunnels, fences, posts, sign boards, plantation and lighting arrangements, intersections and medians assigned to the Authority;
 - (l) "rules" means rules made under this Act and
 - (m) "strategic road" means a road specified in Part-II of the Schedule and includes a road declared by the Federal Government by notification in the official Gazette, to be a strategic road.
 - (n) Deleted

CHAPTER II

ESTABLISHMENT AND MANAGEMENT OF THE AUTHORITY

3. Establishment of National Highway Authority.----(1) As from the commencement of this Act, there shall be established for carrying out the purposes of this Act, an Authority to be known as the National Highway Authority:

(2) The Authority shall be a body corporate having perpetual succession and a common seal with power to acquire, hold and dispose of property; and may by its name sue and be sued.

(3) The headquarters of the Authority shall be at Islamabad.

4. Purpose and functions of Authority.----- The purpose and functions of the Authority shall be to plan, promote, organize and implement programmes for construction, development operation, repairs and maintenance of National Highways and strategic roads specially entrusted to it by the Federal Government, or by a Provincial Government or other authority concerned.

5. National Highway Council.----- (1) There shall be established a National Highway Council consisting of:

- | | |
|---|-------------------|
| (a) The Minister for Communications
Government of Pakistan. | President |
| (b) The Secretary Finance Division,
Government of Pakistan. | Member |
| (c) The Secretary Planning &
Development Division,
Government of Pakistan. | Member |
| (d) The Secretary Communications,
Government of Pakistan. | Member |
| (e) A professional in the field of
Highway Construction and Management
(nominated by the President) | Member |
| (f) A professional in the field of Finance & Accounts
(nominated by the President) | Member |
| (g) The Chairman NHA. | Member/ Secretary |

(2) The meetings of the Council shall be called by the Secretary of the Council, at least once a year, or at any such date and time as may be specified by the President.

(3) The Minister for Communications may, on the recommendation of the Board, accord anticipatory approval to any matter which falls within the jurisdiction of the Council.

6. Powers and functions of the Council. --- (1) The functions of the Council shall be

- (a) To approve five year plans and perspective plans, prepared by the Board, in consultation with the Planning and Development Division, for the construction, development, repair and maintenance of National Highways and strategic roads specially entrusted to the Authority by the Federal Government or by a Provincial Government or other authority concerned;
- (b) To lay down national policies and guidelines to be followed by the Authority in the performance of its functions;
- (c) To review and reappraise projects.
- (d) to approve the annual budget of the Authority

(2) The Council shall have power to control, direct and regulate the affairs of the Authority.

7. Management --- (1) The general direction and administration of the Authority and its affairs shall vest in the Executive Board which may exercise all powers, perform all functions and do all acts and things which may be exercised, performed or done by the Authority:
- (2) The Board shall consist of:
- | | |
|--|----------|
| (1) The Chairman, NHA | Chairman |
| (2) Inspector General National Highways & Pakistan Motorway Police(or nominee) | Member |
| (3) Additional Secretary (Finance) | Member |
| (4) Member or Additional Secretary, (Planning & Development Division) | Member |
| (5) Joint Secretary (II), Ministry of Communications | Member |
| (6) Senior Chief, NTRC | Member |
| (7) Vice President, NESPAK | Member |
| (8) Member (Finance),NHA | Member |
| (9) Member (Planning), NHA | Member |
- (3) The meetings of the Board shall be held at least once in 3 months.
- (4) The Chairman or, in his absence, a Member authorized by him in this behalf, and three Members shall constitute a quorum for a meeting of the Board.
8. Functions of Board.--- Functions of Board shall be --
- (a) to consider and approve proposals, schemes and projects exceeding fifty million rupees but not exceeding one hundred million rupees and to consider and recommend, through the Ministry, to CDWP or ECNEC proposals, schemes and projects exceeding one hundred million rupees;
- (b) to consider progress reports of the Authority;
- (c) to perform such other functions as may be delegated to it by the Council;
- (d) to recommend for approval the annual budget of the Authority and
- (e) to approve projects to be funded through toll and other receipts from operation of highways.
9. Chairman, his duties, functions and powers... (1) The Council shall appoint the Chairman who shall be the Chief Executive of the Authority and shall exercise such powers and perform such functions as may be specified by the Council.
- (2) The Chairman shall receive such salary and allowances and be subject to such conditions of service as may be determined by the Council.
- (3) The Chairman shall have the power to approve projects of emergent nature, maintenance, rehabilitation and construction affecting traffic movement and safety of structures up to fifty million rupees and to recommend for approval, proposals, schemes and projects exceeding fifty million rupees to the Executive Board.
- (4) The Chairman on the recommendations of the Executive Board shall have the power to reappropriate funds from one project to another on the basis of progress of projects.

CHAPTER III
POWERS AND DUTIES OF THE AUTHORITY

10. The powers of the Authority --- (1) The Authority may take such measures and exercise such powers as it considers necessary or expedient for carrying out the purposes of this Act.
- (2) Without prejudice to the generality of the powers conferred by sub-section (1), the Authority may for the purpose of carrying out the purpose of this Act ---
- (i) advise the Federal Government on matters relating to National Highways and strategic roads;
 - (ii) acquire any land in accordance with legal procedure and obtain and dispose of moveable and immovable property or interests therein;
 - (iii) undertake any work specified in sub-sections (1) and (2) of section 11;
 - (iv) incur expenditure on works specified in clause (iii);
 - (v) procure plant, machinery, instruments and materials required for its use;
 - (vi) enter into and perform all such contracts as it may consider necessary;
 - (vii) levy, collect or cause to be collected tolls on National Highways, strategic roads and such other roads as may be entrusted to it and bridges thereon;
 - (viii) licence facilities on roads under its control on such terms as it deems fit;
 - (ix) determine a building line between which and the ROW it shall not be lawful without the consent of the Authority to construct or maintain any structure or make any excavation;
 - (x) cause studies, surveys, experiments and technical researches to be made or contribute towards the cost of such studies, surveys, experiments or technical researches made by any other agency;
 - (xi) exercise power to award negotiated contracts for projects to be undertaken through Private Sector Financing programme;
 - (xii) seek and obtain advice and assistance for the preparation and execution of any plan, programme or project;
 - (xiii) raise funds (local and foreign) through borrowing, floating of bonds, sharing or leasing of assets or any other means, from time to time:
Provided that a foreign loan shall be negotiated in consultation with the relevant Ministry of the Government of Pakistan;
 - (xiv) perform any other function supplemental, incidental or consequential to the purposes and functions aforesaid; and
 - (xv) takeover ROW of the roads declared as National Highway with the consent of provinces and approval of the Federal Cabinet and Provinces shall simultaneously effect the mutation free of cost and without any liability or condition.
11. Plans and Schemes. --- (1) The Authority shall prepare a master plan for the development, construction, operation and maintenance of National Highways and roads in Pakistan for the approval of the Council.
- (2) The Authority may frame a scheme or schemes for all or any of the following matters, namely:-
- (i) construction, expansion, operation and development of National Highways and strategic roads;

- (ii) research and development in the field of Highways;
 - (iii) training of the Authority's employees;
 - (iv) welfare of the Authority's employees; and
 - (v) any other matter pertaining to the purposes and functions of the Authority or incidental thereto.
12. Powers to eject unauthorized occupants.---Subject to rules, the Authority shall have power to summarily eject any unauthorized occupant of National Highway or strategic road or proposed site thereof and demolish and remove any structure thereon, and to use such force, including police force, as may be necessary for the purpose and to recover the cost thereof from the person responsible for such occupation or obstruction.

CHAPTER IV

ESTABLISHMENT

13. Appointment of officers, servants etc.---(1)The Authority may from time to time employ such officers and servants, or appoint such experts or consultants, as it may consider necessary for the performance of its functions, on such terms and conditions as it may deem fit.
- (2) Notwithstanding any thing contained in sub-section(1), any rule made, or order or instruction issued, by the Authority, or in the terms and conditions of service of any person employed by or serving under the Authority, the Authority may at any time terminate the services of any person, after giving him not less than sixty days notice or pay for the period by which such notice falls short of sixty days.
- (3) Service under the Authority is hereby declared to be service of Pakistan and every person holding a post under the Authority, not being a person who is on deputation to the Authority from any province, shall be deemed to be a civil servant for the purposes of the Service Tribunals Act, 1973.
14. Recruitment and conditions of service. --- The Authority shall, with the approval of the Council, prescribe the procedure for appointment and terms and conditions of service of its officers and servants.
15. Chairman, etc to be deemed to be public servants---The Chairman, Members, officers and servants of the Authority shall, when acting or purporting to act in pursuance of any of the provisions of this Act, be deemed to be public servants within the meaning of section 21 of the Pakistan Penal Code (Act XLV of 1860).
16. Delegation of powers to Chairman, etc. --- The Authority may by general or special order delegate to the Chairman, a Member or officer of the Authority any of its powers, duties or functions under this Act, subject to such conditions as it may think fit to impose.
17. Industrial Relations Ordinance, 1969 (XXIII of 1969), not to apply.-- Nothing contained in the Industrial Relations Ordinance, 1969 (XXIII of 1969) shall apply to, or in relation to the Authority.
18. Persons serving National Highways Board. ---(1) Any person on deputation to the National Highways Board immediately before the constitution of the Authority, shall, on the constitution of the Authority be deemed to be on deputation to the Authority on the same terms and conditions of service to which he was entitled in the National Highways Board.
- (2) Employees of the National Highways Board immediately before the constitution of the Authority, including a person on deputation to any other organization in Pakistan or abroad, may, on the constitution of the Authority, opt to become an employees of the Authority.

(3) An employee exercising an option under sub-section(2) shall become an employee of the Authority on such terms and conditions as may be prescribed by rules or regulations.

(4) The Federal Government shall contribute to the pension, gratuity and final payment of provident fund of a person absorbed in the Authority under sub-section(3) in accordance with the rules of the Federal Government in force at the time of such absorption.

19. Authority to be local Authority.-- The Authority shall be deemed to be a local authority for the purpose of borrowing money under the Local Authorities Loans Act, 1914 (IX of 1914).

CHAPTER V

REPORTS AND STATEMENTS

20. Submission of yearly reports and returns, etc--- (1) The Authority shall submit to the Federal Government, as soon as possible after the end of every financial year but before the last day of September next following, a report on the conduct of its affairs for that year.

(2) A copy of the report mentioned in sub-section(1), together with a copy of the audit report shall be placed by the Federal Government before the National Assembly and the National Assembly shall refer the same to its Committee on Public Accounts for scrutiny and examination.

(3) The Committee on Public Accounts shall scrutinize and examine the reports referred to it under sub-section (2) in the same manner, and shall in respect thereof, perform the same functions and exercise the same powers as are required by it to be performed and exercised in respect of appropriation accounts of the Federal Government and the report of the Auditor General thereon.

(4) The Federal Government may require the Authority to furnish it with---

- (i) any return, statement, estimate, statistics or other information regarding any matter under the control of the Authority; or
- (ii) a report on any such matter; or
- (iii) a copy of any document in the charge of the Authority; and the Authority shall comply with every such requisition.

CHAPTER VI

FINANCE

21. National Highway Authority Fund.--(1) There shall be formed a non-lapsable fund vesting in the Authority known as the "National Highway Authority Fund", to be utilized by the Authority to meet charges in the connection with its functions under this Act including the payment of salaries and other remuneration to the Chairman, Member, officers, servants, experts and consultants of the Authority.

(2) The National Highway Authority Fund shall be kept in scheduled banks and shall be operated according to rules and regulations of the Authority.

(3) The National Highway Authority Fund shall have to its credit all funds received by the Authority from which the Authority can incur expenditure related to its functions including--

- (i) loans obtained from the Federal Government;
- (ii) other loans obtained by the Authority;

- (iii) grants made by the Federal Government;
 - (iv) income from tolls;
 - (v) funds provided by the Federal Government;
 - (vi) foreign aid, grants and loans negotiated and raised by the Authority;
 - (vii) all other sums received by the Authority, such as fees, damages costs, refund, forfeitures, sale proceeds, lease money, rentals and fines;
 - (viii) income from the sale of assets, land or vehicles; and
 - (ix) funds from floating bonds, shares or through any other means.
22. Maintenance of accounts. ---The Authority shall maintain complete and accurate books of accounts in such forms as may be prescribed by it.
23. Annual statement, of accounts. ---- In the month of January each year, the Authority shall submit to the Federal Government for approval a statement of the estimated receipts and expenditure in respect of the next financial year.
24. Audit. --- (1) The accounts of the Authority shall be audited every year by the Auditor General in such manner as may be prescribed by the Federal Government.
- (2) Copies of the audit report shall be sent to the Authority and, with the comments of the Authority, to the Federal Government and shall also be available for public inspection.
- (3) The Authority shall carry out any directive issued by the Federal Government for rectification of an audit objection.

CHAPTER VII

MISCELLANEOUS

25. Recovery of arrears due as arrears of land revenues. ---- Any sum due to the Authority shall be recoverable as an arrear of land revenue.
26. Land acquisition. ---- The acquisition of any land or any interest in land for the Authority or for any project under this Act shall be deemed to be acquisition for a public purpose within the meaning of the Land Acquisition act, 1894 (I of 1894), and the provisions of the said Act shall apply accordingly.
27. Transfer of rights and liabilities.---- (1) As from the commencement of this Act all assets and liabilities and all rights and obligations of the National Highways Board and the Directorate General National Highways shall stand transferred to the Authority.
- (2) All contracts made by the National Highway Board or the Directorate General National Highways shall be deemed to be contracts made by the Authority.
28. Authentication of orders and other instruments of the Authority.---- All orders, decisions and other instruments of the Authority shall be authenticated by the signature of the Chairman and any other Member or any officer of the Authority authorized by it in this behalf.
29. Power to enter. --- Subject to any regulation made in this behalf, any person generally or specially authorized by the Authority may, whenever it is necessary for the purposes of this Act at all reasonable times, enter upon any land or premises, and
- (i) make any inspection survey, measurement, valuation or enquiry;
 - (ii) take levels;

- (iii) dig or bore into sub-soil;
- (iv) set out boundaries and intended lines of work;
- (v) mark such levels, boundaries and lines by placing marks and cutting trenches; and
- (vi) do such other acts or things as may be prescribed:

Provided that no such person shall enter any boundary or any enclosed court or garden attached to a dwelling-house except with the consent of the occupant thereof for obtaining which at least twenty-four hours notice in writing of his intention to do so has been given to the occupant.

30. Indemnity, etc. --- (1) Nothing in this Act shall be construed as imposing upon the Authority, either directly or indirectly, any duty enforceable by proceedings before any court.
- (2) No suit, prosecution or other legal Proceedings shall lie against the Authority, the Chairman or any Member, officer, servant, expert, or consultant of the Authority in respect of any damage caused or likely to be caused or anything done or intended to be done in good faith under this Act or rules or regulations.
31. Rules.--- The Federal Government may, by notification in the official Gazette, make rules for carrying out the purposes of this Act.
32. Regulations. ---- The Authority may make regulations, not inconsistent with the rules, on all matters for which regulations are expedient.
33. Removal of difficulties. --- If any difficulty arises in giving effect to any of the provisions of this Act, the Federal Government may make such order, not inconsistent with the provisions of this Act, as may appear to be necessary for the purpose of removing the difficulty.

THE SCHEDULE
[See section 2(g) and (m)]
PART-I

Designation Of National Highway	Route	Approved Length Km
N-5 Karachi-Thatta-Hyderabad-Moro-Multan-Sahiwal-Lahore-Jhelum-Rawalpindi-Peshawar-Torkham (formerly known as (G.T.Road)		1819
N-10 Liari-Gwadar-Gabd		653
N-15 Mansehra-Naran-Jalkhad		175
N-25 Karachi-Bela-Khuzdar-Kalat-Quetta-Chaman		813
N-35 Hassanabdul-Abbottabad-Thakot-Gilgit-Khunjrab		806
N-40 Lakpass-Naukundi-Taftan		610
N-45 Nowshera-Dir-Chitral		309
N-50 Khuchlak-Zhob-D.I.Khan		531
N-55 Kotri-Shikarpur-D.G.Khan-D.I.Khan-Kohat-Peshawar (Indus Highway)		1264
N-65 Sukkur-Sibbi-Saryab		385
N-70 Qilla Saifullah-Loralai-D.G.Khan-Multan		447
M-1 Islamabad-Peshawar Motorway		155
M-2 Lahore-Islamabad Motorway Including 32 km links and Lahore Bypass		367
M-3 Pindi Bhattian-Faisalabad Motorway		53
M-9 Karachi-Hyderabad Motorway		136

Part - II

Highway No.	Route	Length
S-1	KKH(Gilgit)-Skardu	167

ANNEXURE – II

**The National Highways & Strategic Roads
(Control) Rules, 1998 as amended in 2002**
(18 pages)

TO BE PUBLISHED
IN THE NEXT ISSUE OF THE
GAZETTE OF PAKISTAN PART-1

GOVERNMENT OF PAKISTAN
MINISTRY OF COMMUNICATIONS

Islamabad, the, 2005.

NOTIFICATION

S.R.O.....:- In exercise of the powers conferred by section 31 of the National Highway Authority Act, 1991 (XI of 1991), the Federal Government is pleased to make the following rules, namely:-

THE NATIONAL HIGHWAYS AND STRATEGIC ROADS
(CONTROL) RULES, 1998 AS AMENDED IN 2002.

1. **Short Title, Application and Commencement:-** (1) These Rules may be called the National Highways and Strategic Roads (Control) Rules, 1998, as amended in 2002.

(2) They shall apply to the national highways, motorway, strategic roads and bridges declared as such under the Act.

(3) They shall come into force at once.

2. **Definitions:-** (1) In these Rules, unless there is anything repugnant in the subject or context:-

(i) "Act" means the National Highway Authority Act, 1991 (XI of 1991).

(ii) "Appendix" means an appendix to these Rules.

(iii) "Authority" means the National Highway Authority established under Section-3 of the Act.

(iv) "Board" means the Executive Board of the Authority.

(v) "Bridge" means any structure including its sub structure and guide banks which carries a highway, road, railroad, utility, facility, pedestrian, other traffic over a water course, river, canal, nullas, water channels, railway line, stream, over, under or around an obstruction and with a clear span of more than 6.5 meters.

- (vi) "Building line" means the building line determined under Rule-5 or already established under West Pakistan Highways Ordinance, 1959 and as amended by Governments of Punjab, NWFP, Sindh, Balochistan, AJK and Northern Areas.
- (vii) "Chairman" means Chairman of the Authority.
- (viii) "Corridor Management" means carrying out of regulatory functions of the Authority in accordance with Regulatory Framework and Standard Operating Procedures (SOPs) or by any person or agency on behalf of the Authority.
- (ix) "Council" means the National Highway Council.
- (x) "Encroachment" means setting up, laying, erecting, excavating, constructing any type of building boundary wall, structure whether temporary or permanent (movable or immovable), scaffolding, tower, pylon, fence, hedge, post, sign board, advertisement, hoarding or banner, transmission line, duct or depositing or causing to be deposited, building material, dumping of garbage, solid/liquid waste, goods for sale, laying cable, wire, pipeline, drain, sewer/channel of any kind through, across, under or over any road, highway, motorway and bridge under its control or any other similar structure within the Right of Way (ROW) in violation of Rules-3, 4 & 6 without the consent, in writing, of the Authority;
- (xi) "Government" means the Federal Government.
- (xii) "Lease" means a letting of land or building to a person/firm/agency for specified rent and period.
- (xiii) "Management Contractor" means the service provider and under O&M agreement or any other duly executed agreement for corridor management, appointed to undertake the tasks assigned in the scope of services.
- (xiv) "Motorway" means a road especially designed and built for motor vehicles which does not serve the properties bordering on it except at special points and has separate carriageways for the two directions of the traffic and does not cross at level with any road, railway, tramway, cycle track or footpath.
- (xv) "National Highway" means a road specified in a Part-I of the Schedule and includes a road declared by the Federal Government by notification in the official Gazette, to be a National Highway.

- (xvi) "NHA" mean National Highway Authority.
- (xvii) "RAMD" means the Road Asset Management Directorate of the Authority as approved by the Board.
- (xviii) "Regulations" means Regulations framed under the Act.
- (xix) "Ribbon Development" means erection of any building or structure on the land lying between the ROW and the building line.
- (xx) "Right of Way (ROW)" means the land acquired for the purpose of construction of a national highway or any other road assigned to the Authority or taken over ROW of the roads declared as national highway or strategic road under the NHA Act and controlled by the Authority including bridges constructed and owned by the Authority.
- (xxi) "Road" means a road including land within the ROW and all works, such as, carriageways, cartways, footpaths, berms, side drains, culverts, bridges, tunnels, fences, posts, sign boards, plantation, lighting arrangements, intersections and medians assigned to the Authority.
- (xxii) "Regulatory Framework (Regulations)" means Regulations framed under the Act.
- (xxiii) "Rules" means Rules made under the Act.
- (xxiv) "SOP" means the Standard Operating Procedures.
- (xxv) "Strategic Road" means a road specified in Part-II of the Schedule and includes a road declared by the Federal Government by notification in the official Gazette, to be a Strategic Road.

(2) All other expressions used but not defined in these Rules, shall have the same meaning as are assigned to them under the Act.

3. **Restriction on Encroachment and Ribbon Development:-** (1) Subject to Sub Rule (2) of Rule 3, no person shall without the consent, in writing, of the Authority; (a) erect any, building, boundary wall and structure whether temporary or permanent, moveable or immovable; (b) set up any fence, hedge, post, scaffolding, tower, pylon, transmission line, dispenser, sign board, advertisement, hoarding or banner; (c) deposit or cause to be deposited building material, goods for sale, rubbish, industrial waste, waste water, sullage, industrial effluent or any other such matter or article etc.; (d) carry any cable, wire, pipeline, drain, duct, sewer or channel of any kind through, across,

under or over; and (e) make any excavation on road, highway, motorway, bridge or land:-

- (i) within seventy meters from center line of ROW of a national highway and no industrial building within one hundred meters on either side of the centre line;
- (ii) within two hundred and fifty meters from centre line of ROW of a motorway;
- (iii) within one thousand meters on either side of centre line at all interchanges and service areas in a length of one kilometer beyond connecting point of ramps and loops with a motorway and feeding roads; and
- (iv) within forty meters from center line of the ROW in case of sections of a national highway or strategic road or bridge which is situated in municipal limits and hilly areas.

(2) No such restriction on Ribbon Development referred to in Sub-Rule (1), shall apply in case of:-

- (a) any building/structure or excavation which is used or intended to be used mainly or exclusively for purposes of or relating to cultivation of land adjacent thereto otherwise than as a dwelling house or a commercial property;
- (b) any work begun before the date of coming into force the Highway Ordinance, 1959 (W P Ord XXXII of 1959), or any other provincial law on the subject or any work carried out in accordance with permission of any competent authority before that date; or
- (c) any national highway in respect of which a Building Line has been determined under Rule-5 or under any provincial law before the commencement of the Act.

4. **Prohibition to Construct or Layout any Means of Access:-** No person shall, without the consent, in writing, of the Authority, construct or layout any means of access to or from a national highway, motorway, strategic road or any other road or bridge declared as such under the Act.

5. **Determination of Building Line:-** (1) The Authority may determine a building line along one or both sides of a national highway, motorway, strategic road or any other road or bridge declared as such under the Act.

(2) The Authority shall, before proposing to determine a Building Line, take into consideration report of the National Highways and Motorways Police (NH&MP) or traffic police concerned and any planning scheme proposed, prepared or enforced in the same vicinity by any other local authority in that behalf.

(3) The Authority shall, if it is of opinion that a Building Line may be determined, publish in a local newspaper a notice in the form set out in Appendix-I for information of the general public and all persons having interest in the land and property covered under the proposed Building Line but it shall not be necessary to include a plan of the proposed Building Line in such notice.

(4) A copy or copies of the plan of the proposed Building Line shall be deposited at one or more places in or near the locality of the proposed building line and such place or places shall be specified in the notice.

(5) The plan of the proposed Building Line shall be available for public inspection for a period of not less than sixty days from the date of publication of notice under Sub-Rule (3).

(6) The notice shall invite objections to the proposed Building Line to be filed before a person specified therein within a period of sixty days from the date of issuance of the notice and all objections received within such period shall be taken into consideration by the Authority before determination of the Building Line.

(7) The Building Line so determined shall be declared by notification in the official gazette, and shall be effective from the date of such publication.

6. Prohibition to Construct or Maintain any Structure or Make any Excavation Between a Building Line and the ROW:- (1) No person subject to Sub-rule (2) of Rule-3 without the consent, in writing and no objection certificate of the Authority shall:-

- (a) erect any, building, boundary wall, shed, dispenser and structure whether temporary or permanent, moveable or immovable;
- (b) setup any fence, hedge, post, scaffolding, tower, pylon, transmission line, sign board, advertisement, hoarding or banner;
- (c) deposit, cause to deposit, building material, goods for sale, rubbish, industrial waste, waste water, sullage, industrial effluent or any other such matter and articles;

- (d) and carry any cable, wire, pipeline, drain, duct, sewer or channel of any kind through, across, under or over;

the land between a ROW and a Building Line.

(2) In case any building or structure and other amenities defined in Sub-section (1) of Rule-6 including a work or any part thereof which already existed (before determination of Building Line by the Authority under Rule-5 or under any provincial law before the commencement of the act) between the ROW and Building Line, the Authority may, whenever such building, structure and other amenities or part thereof has fallen down, by notice require such building, structure and other amenities or part thereof to demolish and set back to the building line and if the portion of land thus rendered vacant is included within the boundaries of road in relation to which such building line has been determined, such portion shall become part of the national highway, motorway, strategic road or bridge.

Provided that the Authority shall pay compensation to the owner of such portion of land or of the building which existed thereon for any damage caused to him by the setting back of building and structure.

7. **Payment of Compensation:-** (1) The Authority shall pay compensation to a person having interest in land, if he proves that his interest in land has been adversely affected by determination of Building Line.

Explanation:- For the purposes of this Sub-rule, the expression "interest in land" shall mean the interest in land vested in such person on the day the determination of Building Line comes into effect.

(2) For grant of compensation, such person shall furnish proof of danger or loss to the satisfaction of the Authority.

(3) No compensation shall be paid for any loss in so far as the land is subject to a substantially similar restriction under any other law or when compensation in respect of a substantially similar restriction has already been paid under the Act or any other law.

(4) The Authority shall pay compensation according to the market value of the interest in land prevailing at the time when determination of building line came into effect.

8. **Construction of Means of Access to or From the Road or to Construct a Building, Structure and Other Amenities Within a Building Line:-** (1) Any person wishing to obtain the consent of the Authority to construct a means of access to or from the highway or to construct a building, structure and other amenities within the Building Line determined under Rule-5 or under any provincial law before the commencement of Act shall apply to the Authority for grant of its permission.

(2) The applicant shall furnish to the Authority such plans, other relevant documentation and fees as it may require in this behalf as prescribed under NHA regulatory framework and SOPs for preservation and commercial use of ROW.

(3) The Authority shall, subject to due consideration to highway safety and convenience of road users and if satisfied that the permission to construct a means of access to, or from, the highway or to construct a building, structure and other amenities within the Building Line may be granted, inform the applicant accordingly, subject to such conditions as it may deem fit to impose on payment of such fees as it may fix.

(4) In case the Authority is of the opinion that such permission may not be granted, it shall record its reasons, in writing, for refusal to grant such permission and inform the applicant accordingly with reasons for such refusal.

9. **Removal of Encroachment:-** (1) If any person, without the consent of the Authority, makes any encroachment, the Authority shall give such person a notice in the form set out in **Appendix-II** to remove the encroachment within such period as may be specified by it and the period so specified shall not be of less than twenty four hours.

(2) In case such person fails to comply with such notice within the period specified therein, the Authority may under Section-12 of the Act take such action against such person as may be necessary to remove the encroachment and to recover the cost thereof.

10. **Determination and Recovery of Cost:-** (1) The cost to be recovered under Rule-9 shall be the actual cost incurred in removing the encroachment and the peace keeping cost as may be determined by the Authority.

(2) The Authority shall serve the person concerned with a notice to pay the cost within such a period as may be specified by it in the notice.

(3) In case such person fails to pay the cost, the Authority may recover the cost by sale of the material removed and the remaining sum due, if any, as an arrears of land revenue.

11. (1) No person, municipal committee, district government, cantonment board or any other government agency shall do any of the following acts within ROW without the consent of the Authority in writing, namely:-

(a) open or break up the surface of any road, highway, motorway, strategic road and bridge; or

- (b) construct or carry any cable, wire, pipe, drain, sewer channel of any kind through, across, under or over any road and bridge; or
- (c) within the boundaries of any road, repair or alter or execute any works on, or in relation to, any existing cable, wire, pipe, drain, sewer or channel of any kind, running through, across, under or over such road, highway, motorway and bridge; or
- (d) erect and install any structure or amenities and carry out commercial activities;

(2) In giving its consent under Sub-section (1) of Rule-11, the Authority may impose such conditions as it may deemed to be necessary and consistent with the performance of its duty as such the Authority may impose a rent or other charge for any land forming part of the road occupied by or applied to the proposed work.

(3) Any person or agency contravening or causing the contraventions of the provision of Sub-section (1) of Rule-11 shall be liable to prosecution under the provision of these Control Rules and the Authority may, also without giving any notice to the offender, remove the offending works, restore the road to its former condition and the Authority may recover the cost thus incurred from the offender as determined by the Authority.

(4) The cost recoverable under Sub-section (3) shall be such sum as may be determined to be the actual cost by the Authority may require the offender through a demand notice to pay the cost within a reasonable period not exceeding fifteen (15) days and in case he fails to make the payment within the specified period the cost shall be recovered as arrears of land revenue or from sale of material so removed.

(5) If any dispute arises between the Authority and any other government agency or person, out of or in relation to the exercise of powers of such authority under Sub section-1 such dispute shall be referred to arbitration under 1940 Arbitration Act. The cost of the arbitration shall be borne by municipal committee, district government, cantonment board and any other agency or the person concerned.

12. License for the Grant of Permission to Construct Approach Roads or Culverts for the use of Government Land for Construction, Installation of Filling/CNG Stations, Other Amenities and Laying of Utility Lines Through, Across, Under and Over the Road or Bridge:-

(1) The Authority may, at its discretion, with due regard to the safety and convenience of the road user and subject to such conditions as it may impose and on payment of such fees and rental charges/lease charges as it may fix, permit any person or agency to; (a) setup filling/CNG stations, hotel/motel,

restaurants, sign boards, nurseries, shops, khokhas, hoardings, banners for a specific period; (b) to carry any cable, wire, pipeline, drain, duct, sewer or channel of any kind through, across, under or over any national highway, motorway, strategic road and bridge under its control; (c) to manage the national highway, strategic road or bridge corridor including all amenities in Sections or Sub-sections or part thereof as commercial entity through management contractor on behalf of the Authority, at a fee or ground rental charges prescribed by the Authority in the duly executed contract agreement approved by the Board or as prescribed under Regulatory Framework and SOPs of the Authority.

(2) Any person or agency wishing to obtain the consent of the authority to construct or lay out a means of access to or from or to construct a building, structure and other amenities within ROW and Building Line to which restrictions have been applied by or under Sub-section (1) of Rules-3, 6 and 11 and shall furnish with his application such plans and other particulars as may be prescribed by Authority and the Authority may refuse to grant the application or may grant the application subject to such conditions as it may deem fit to impose and ground rental charges and fees prescribed under Regulatory Framework and SOPs of the Authority.

(3) If the owner of CNG/filling stations, restaurants, hotels/motels, factories, nurseries, shops/khokhas and any other amenities or government agencies, departments, cantonment boards fails to pay the lease or ground rental charges in the prescribed time and fail to comply with the instructions of the Authority, a surcharge fee shall be charged at the prescribed rates as given in the Regulatory Framework and SOPs of the Authority.

(4) The land utilized other than approach road as specified by NHA shall be mandatory for the applicant to pay ground rental charges as determined by DCO or prescribed by the Authority @ 7% of the land value.

13. Lease of Government Land for the Erection of Filling/CNG Stations and Other Structures, Service Area Concessions and Amenities:-

Licenses, leases and agreements for the construction or use by a private person or works of a private nature by any other agency for public works/utilities on land which is the property of government shall govern under the following Sub-sections of the Rule:-

- (1) Future Installation
 - (a) No objection/registration fees as prescribed by the Authority under its Regulatory Framework and SOPs for commercial use of ROW.
 - (b) Ground rental charges @ 7% (minimum) or prescribed by the Authority (with the approval of Board), of the land value assessed and notified by District Revenue Officers or any other prescribed authority for this

purpose, in the lease year shall be taken as ground rental for land.

- (c) The area of the land to be leased shall be clearly mentioned in square meters on the lease agreement and ferro plan accompanying it.
- (d) The ground rental charges shall be deposited in advance for three (3) years or on annual basis as prescribed by the authority in its Regulatory Framework and SOPs from the date of assessment.
- (e) The lease agreement shall be for thirty (30) years (maximum) or for the period prescribed by the authority. The ground rental charges will be fixed and will be appreciated after every three (03) years @ 7% or as prescribed by the authority in its Regulatory Framework and SOPs for the purpose of revision of ground rental charges.
- (f) In case of any dispute, either party shall have the right to terminate the Contract Agreement after serving ninety (90) days notice for termination to the other party.

(2) **Already Established Installations:-** The ground rental charges at the rate of 7% (minimum) of assessed value of the land by District Revenue Officers or any other prescribed authority shall be charged with effect from 1st July, 1999 from the already established CNG/filling stations within NHA ROW (previously leased by C&W Deptt. or District Councils) along with approach rental charges and NOC registration fees.

(3) **Agreement:-** An agreement on a stamp paper of a value equivalent to 4% of the annual ground rentals would be duly executed under Sub-sections-1 & 2 of Rule-13 by the two parties. The expenses for providing the stamp paper shall be borne by the lessee. Where government is the lessee it is exempted from stamp duty.

(4) The Authority may fix the ground rental charges for other commercial amenities with the approval of Board.

(5) If the owner of CNG/filling stations, restaurants, hotels/motels, factories, nurseries, shops/khokhas and any other amenities or government agencies, departments, cantonment boards fails to pay the lease or ground rental charges in the prescribed time and fail to comply with the instructions of the Authority, a surcharge fee shall be charged at the prescribed rates as given in the Regulatory Framework and SOPs of the Authority.

(6) Service area concessions under legally executed contracts approved by Board on case to case basis.

(7) The area up to the first dispenser will be charged in approaches while the remaining area will be measured in square meters. The ground rental charges will be fixed as notified by the DCO and will be appreciated @ 7% after every three (03) years.

14. **Lease of Government Land for Establishment of Movable Property like Nurseries, kiosks, Khokhas, Vendor Stalls etc:-** Licenses, leases and agreements for the construction or use by a private person or works of a private nature by any other agency for public works/utilities on land which is the property of government shall govern under the following sub sections of Rule:-

- (1) Future Installation
 - (a) No objection/registration fees as prescribed by the Authority under its Regulatory Framework and SOPs for commercial use of ROW.
 - (b) Ground rental charges @ 2½ (minimum) or prescribed by the Authority (with the approval of Board), of the land value assessed and notified by District Revenue Officers or any other prescribed authority for this purpose, in the lease year shall be taken as ground rental for land.
 - (c) The area of the land to be leased shall be clearly mentioned in square meters on the lease agreement and ferro plan accompanying it.
 - (d) The ground rental charges shall be deposited in advance for three (3) years or on annual basis as prescribed by the Authority in its Regulatory Framework and SOPs from the date of assessment.
 - (e) The lease agreement shall be for five (05) years (maximum) or for the period prescribed by the Authority. The ground rental charges will be fixed and will be appreciated after every three (03) years @ 2½% or as prescribed by the Authority in its Regulatory Framework and SOPs for the purpose of revision of ground rental charges.
 - (f) In case of any dispute, either party shall have the right to terminate the Contract Agreement after serving ninety (90) days notice for termination to the other party.

(2) **Already Established Installations:-** The ground rental charges at the rate of 2½% (minimum) of assessed value of the land by District Revenue Officers or any other prescribed authority shall be charged with effect from 1st July, 1999 from the already established moveable property like nurseries, khokhas, vendor stalls etc. within NHA ROW (previously leased by C&W Deptt or District Councils) and NOC registration fees and will be appreciated @ 2½% after every three (03) years.

(3) **Agreement:-** An agreement on a stamp paper of a value equivalent to 4% of the annual ground rentals would be duly executed under Sub-sections 1 & 2 of Rule-14 by the two parties. The expenses for providing the stamp paper shall be borne by the lessee. Where government is the lessee it is exempted from stamp duty.

(4) The Authority may fix the ground rental charges for other moveable commercial amenities with the approval of Board.

(5) If the owner of CNG/filling stations, restaurants, hotels/motels, factories, nurseries, shops/khokhas and any other amenities or government agencies, departments, cantonment boards fails to pay the lease or ground rental charges in the prescribed time and fail to comply with the instructions of the Authority, a surcharge fee shall be charged at the prescribed rates as given in the Regulatory Framework and SOPs of the Authority.

15. **Acquisition of Land:-** (1) The Authority may acquire any land situated between a building line and the ROW to which it relates, if in its opinion, such acquisition is necessary for the construction or improvement of the highway or motorway or strategic road or bridge.

(2) If the purchase cannot be effected by agreement, the Authority may certify that the land is required for the construction or, as the case may be, the improvement of a national highway, motorway, strategic road and bridge, and thereafter acquisition may be effected under the Land Acquisition Act, 1894.

16. **Temporary Closure of National Highway, Motorway, Strategic Road and Bridge:-** When any national highway, motorway, strategic road and bridge or portion thereof is temporarily closed for repairs or for any other purpose connected with the functions of the Authority under its Act and Rules in such a manner as to interfere with the passage of traffic, it shall be the duty of the Authority to set such notices as may be prescribed at each end of the closed portion, and the Authority may also announce the fact by such other means as it may deem proper; and the Authority shall further provide, so far as may be, reasonable means of access to the open portion of the road from the adjoining areas which have been deprived of access by such closure as well as a reasonable passage for through traffic, and may, for these purposes make temporary access or diversion roads through contiguous lands, after giving

reasonable notice to the owner thereof and shall pay reasonable compensation for any damage caused to such land thereby.

Copy of the notices shall also be provided to National Highways and Motorways Police fifteen days before the temporary closure.

17. **Notices:-** All notices under these Rules shall be served in the following manner:-

(1) In case the identity of the offender is known, the notice shall be served on him or on his known authorized representative or on the person found to be representing him at the site of occurrence of the offence personally and if these persons be not available or traceable or refuse to receive the notice, by affixation at a conspicuous place at the site of the offence.

Copy of the notice shall also be provided to National Highways and Motorways Police.

(2) In case the Authority is satisfied that the identity of the offender cannot be ascertained, a notice with the heading “to whom it may concern” affixed at a conspicuous place at the site of offence shall be deemed to have been served on the offender.”

18. **Financial and Administrative Powers**

<u>Nature of Power</u>	<u>To Whom Delegated</u>
(i) Determination of Building Line under Rule-5, along sides of National Highways, Motorways and Strategic Roads and Bridges.	Executive Board
(ii) Fixation of ground rental/lease charges For CNG/filling stations, hotels/motels, nurseries, shops, khokhas and other structures & other amenities under Rules-12, 13 & 14.	Executive Board
(iii) Payment/fixation/grant of compensation under Rule-7.	Chairman

- (iv) Approval of lease of government land under Rules-13 & 14.
- o Executive Board Above Rs. 20.0 million (in each case) for lease period
 - o Chairman Upto Rs. 20.0 million (in each case) for lease period
 - o Member (Ops) Upto Rs. 5.0 million (in each case) for lease period
- (v) Permission to construct or layout any means of access to or from a National Highway, Motorway, Strategic Road and Bridge under Rules-8, 11 & 12. Member (Ops)
- (vi) Orders for Removal of Encroachments within ROW and preservation of Building Line under Rules-3, 4, 6, 9 & 11. GM (Region)/(Project)
- (vii) Determination and recovery of cost of removal of encroachment, from the person making the encroachment under Rules-10 & 11. GM (Region)/(Project)

NOTICE FOR DETERMINATION OF BUILDING LINE

WHEREAS, the National Highway Authority is of opinion that a building line may be determined between Km _____ + _____ and Km _____ + _____ of National Highway/Motorway/strategic road (N-_____) (M-_____) (SR-_____) covering _____ side (specify cardinal direction i.e. Western/.Eastern/Southern/Northern in addition to left or right of the said section of the road).

NOW, THEREFORE, this notice is hereby published for the information of the general public and of persons having interest in land and property covered under the proposed building line. The plan of the proposed building line has been deposited at _____ and at _____ for inspection at any time during the period from _____ to _____ and to file their objections in the office of _____(specify designation and address) within the period ending on _____.

Given under the hand and seal of _____ (specify designation), this _____ day of _____ (specify month and year) on behalf of the National Highway Authority.

Signature:_____

Name:_____

Designation:_____

Seal of the National
Highway Authority.

NOTICE FOR REMOVAL OF ENCROACHMENT

WHEREAS, Ms/Mr./Mrs./Mss _____
son/daughter of _____ has made an
encroachment within the Right of Way/between Right of Way and building line
in violation of the restriction on ribbon development in respect of the National
Highway/Motorway/ strategic road, within the meaning of National Highways
and Strategic Roads (Control) Rules, 1998 as amended in 2002 at
_____ and whereas the said
encroachment is liable to removal under the aforesaid rules.

NOW, THEREFORE, you are hereby directed to remove the aforesaid
encroachment within twenty-four hours, failing which the aforesaid
encroachment shall be removed by the National Highway Authority at your
expense and cost.

Given under the hand and seal of _____ (specify
designation), at _____ AM/PM on this _____ day of
_____ (Specify month and year) on behalf of the National
Highway Authority.

Signature: _____

Name: _____

Designation: _____

Seal of the

National Highway Authority.
[No F. 1(7)/DG(C)/97]

NATIONAL HIGHWAY AUTHORITY (NHA) ACT**CHAPTER III
POWERS AND DUTIES OF THE AUTHORITY**

10. The powers of the Authority ----- (1) The Authority may take such measures and exercise such powers as it considers necessary or expedient for carrying out the purposes of the Act.
- (2) Without prejudice to the generality of the powers conferred by sub-section (1), the Authority may for the purpose of carrying out the purpose of this Act:-
- (i) advise the Federal Government on matters relating to National Highways and strategic roads;
 - (ii) acquire any land in accordance with legal procedure and obtain and dispose of moveable and immovable property or interests therein;
 - (iii) undertake any work specified in sub-section (1) and (2) of section 11;
 - (iv) incur expenditure on works specified in clause (iii);
 - (v) procure plant, machinery, instruments and materials required for its use;
 - (vi) enter into and perform all such contracts as it may consider necessary;
 - (vii) levy, collect or cause to be collected tolls on National Highways, strategic roads and such other roads as may be entrusted to it and bridges thereon;
 - (viii) license facilities on roads under its control on such terms as it deems fit;
 - (ix) determine a building line between which and the ROW it shall not be lawful without the consent of the Authority to construct or maintain any structure or make any excavation;
 - (x) cause studies, surveys, experiments and technical researches to be made or contribute towards the cost of such studies, surveys, experiments or technical researches made by any other agency;

- (xi) exercise power to award negotiated contracts for projects to be undertaken through Private Sector Financing programme;
- (xii) seek and obtain advice and assistance for the preparation and execution of any plan programme or project;
- (xiii) raise funds (local and foreign) through borrowing, floating of bonds, sharing or leasing of assets or any other means from time to time;

Provided that a foreign loan shall be negotiated in consultation with the relevant Ministry of the Government of Pakistan.

- (xiv) perform any other function supplement, incidental or consequential to the purposes and functions aforesaid; and
- (xv) takeover ROW of the roads declared as National Highway with the consent of provinces and approval of the Federal Cabinet and Provinces shall simultaneously effect the mutation free of cost and without any liability or condition.