

**NATIONAL HIGHWAY AUTHORITY  
MINISTRY OF COMMUNICATIONS**

**MANUAL OF STANDING OPERATING  
PROCEDURES**

**LAND MANAGEMENT AND INFRASTRUCTURE WING  
2000**

# **INDEX**

## **PART-I**

### **LAND MANAGEMENT**

		Page No.
Preamble		1
Chapter-1	General Conditions	2
Chapter-2	Regional Land Management Coordination committee	6
Chapter-3	Acquisition Process	8
Chapter-4	Funds Allocations & Payments	13
Chapter-5	Records and Returns	16
Chapter-6	Reference to the Court	17

## **PART-II**

### **INFRASTRUCTURE**

		Page No.
Chapter-7	General	24
Chapter-8	Filling Stations, Hotels, Motels & other Public Amenities	27
Chapter-9	Display of Promotional Material	40
Chapter-10	Removal of Encroachments	45
Chapter-11	Crossing of Utilities in ROW	49

# **PART-I**

## **LAND MANAGEMENT**

## **PREAMBLE**

1. The National Highway Authority has been spending huge amounts of money on account of acquisition of land for its projects under the provisions of National Highway Authority Act, 1991 and Land Acquisition Act, 1894 as well as the up-dated NHA Code. A large number of amenities/services exist due to commercial exploitation of ROW along the National Highways Network, which is the property of NHA. In order to streamline and standardize acquisition procedure and subsequent use of ROW, it has been felt that a Manual for these matters be devised for purposes of transparency and optimum utilization.

2. It is hoped that the Manual will greatly facilitate NHA as well as other interested/affected parties and persons obtaining their rightful benefits from the ROW.

**Maj Gen. (R)**  
**(VIQARUL HAQ KHAN KHALID)**  
Chairman

**GENERAL CONDITIONS**

- 1.1 Under Section 26 of the National Highway Authority Act, 1991 the acquisition of any land or any interest in land for the authority for any project under NHA shall be deemed to be acquisition for a public purpose within the meaning of the Land Acquisition Act, 1894 (1 of 1894), and the provisions of the said Act shall apply accordingly.
- 1.2 Unless anything contained in its subject or context is repugnant to the provisions of the Land Acquisition Act, 1894, as adopted in Pakistan, or the rules made there under, the procedures given in this manual shall be followed in the matter of acquisition of land.
- 1.3 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.
- 1.4 Road means a road including land within the right of way and all works, such as carriageways, cart ways, footpaths berms, side drains, culverts, bridges, tunnels, fences, posts, sign boards, plantation and lighting arrangement, intersections and medians assigned to the authority.
- 1.5 Land includes benefits to arise out of land and things attached to the earth or permanently fastened to any thing attached to the earth.
- 1.6 Collector means the collector of a district, and includes an Dy. Commissioner and any other officer/officer of NHA specially appointed by the competent forum to perform the functions of a collector under Land Acquisition Act 1894, in the National Highway Authority.

- 1.7 Person Interested/affectee means all person claiming an interest in compensation to be made on account of the acquisition of land under Land Acquisition Act 1894; and a person shall be deemed to be interested in land if he is interested in an easement affecting the land.
- 1.8(1) The National Highway Authority shall pay compensation to a person having interest in land, if he proves that his interest in land has been adversely affected by acquisition of the same.
- 1.8(2) For grant of compensation, such person shall furnish proof of danger or loss to the satisfaction of the authority.
- 1.8(3) No compensation shall be paid for any loss in so far as the land is subject to a substantially similar restriction has already been paid under any law.
- 1.9 Land may be acquired in one of the following two ways:-
- a) By private negotiation
  - b) By compulsory acquisition under the provisions of the Land Acquisition Act, 1894.
- 1.10 Irrespective of the method to be ultimately adopted for acquisition of the land, the Project Director of each project for which the land is to be acquired, shall be responsible for preparation of detailed project design/drawings. He shall also define the public purpose with full justifications. He shall forward these design/drawings alongwith complete details of the land coming n the ROW of the Authority, to the respective Regional General Manager and the Director (LM&IS) of region who shall in turn forward the same for further action as per prescribed rules/procedures other land Acquisition collector under intimation to the General Manager (LM&IS). The design/drawings must be comprehensive, covering all details of the project and entire land with exact course of the center line required for the project.

- 1.11 The Project Director and Director (LM&IS) of the region will prepare complete detail/list of obstructions/structures coming within ROW of project. Compensation in this regard will be allowed as per that detail/list.
- 1.12 Before finalizing the design and drawing the same shall be referred to the collector of the District for settling the question whether there is any grave objection to the acquisition from his point of view and whether any undue or unnecessary hardship will be cause to the person about to be expropriated which might be avoided by such slight or un important change in detail as would leave the main scheme unaffected.
- 1.13 In no circumstances shall any religious place of worship, shrine, tomb, graveyard or any immovable property attached to any such institution and the boundaries of which are continuous with the site of the same be acquired compulsorily, however, if it cannot be avoided such case shall be submitted to the Collector of the District by the Project Director for onward reference to the Government after getting clearance from Regional LMCC under intimation to the Member (Concerned) and GM (LM&IS).
- 1.14 No structure/obstruction shall be removed from the alignment of a road till value of the same is finalized by Regional LMCC. The Project Director will prepare detail drawing of each building/structure.
- 1.15 No land acquisition process will be taken in hand for designed projects unless these have specifically been approved for execution and funds are made available by the Finance wing.

- 1.16 It will be responsibility of the Project Director to see that no construction (temporary or permanent) should be made in strip of land proposed for acquisition for a project after issuance of Notification under Section 4 of Land Acquisition Act, 1894. If any such construction come to the notice, matter will be taken up with LAC and District Collector for removal of the said structure without considering the payment of compensation. All such type of obstructions should be treated encroachment and illegal for the purpose of compensation.
- 1.17(1) Transfers/postings and all other administrative matters in respect of Land Management strength of the region shall be dealt by the General Manager (LM&IS) wing with the consultation of Regional GMs.
- 1.17(2) As far as possible, the National Highway Authority shall deal with the land acquisition cases and payment of compensation through officers of its own land management cadre after delegation of powers under land acquisition act, 1894 by the competent forum.
- 1.17(3) Offices of LACs shall be accommodated within the premises of NHA's own offices and the General Manager concerned will provide suitable staff from NHA strength for maintenance of record and running the office as per requirement.
- 1.18 All operational responsibilities in respect of land acquisition, clearance of payment/compensation and possession of land shall rest with the Regional General Managers. The land management wing at the HQ would be overall supervision forum, monitoring, scrutinizing and providing technical guidance.



- 1.19 The Project Director shall demarcate the alignment in co-ordination with the Director (LM&IS), Land Acquisition Collector and Consultant (or as deemed appropriate with the consultation of Regional GMs. To ensure accurate acquisition of required strip of land, the permanent survey mark/pucca burjis shall be fixed and the land Acquisition Collector shall ensure that the area indicated for acquisition has to be strictly in accordance with the requirements of the drawings/design prepared for the project.
- 1.20 After receipt of drawing/design and exact alignment of project, the Regional Director (LM&IS) shall forward a reference to the District Collector for supply of necessary data for estimation of the value of the land for which compensation will have to be paid.
- 1.21 The land acquisition proceeding in NHA projects shall be conducted in the presence of the Director (LM&IS) region/PD concerned who will safeguard the interest of NHA. They will also acquaint themselves fully with the specific land acquisition requirements of the project including position of funds, approved date of cost of land, buildings, crops (permanent/temporary and seasonal), project works schedule and any other relevant factor under the supervision/guidance of the Regional General Manager / GM(LM&IS).
- 1.22 On completion of a project the land of NHA shall be safeguarded in the following manners by the Project Director and Director (LM&IS) concerned respectively:-
- a) Demarcation and monumentation of ROW with inter-visible monuments.

- b) Preparation of As Built Drawings/Linear Plans of the Project. These should be on a scale of 1:1000 and duly interpolated with the Revenue Departments Aks Shajra/Deh Maps.
- c) Installation of permanent chainage markers/kilometer stones based on national chainages.
- d) Documentation of mutation of land in Form VII-B and placing on NHA record properly.

1.23 Where-ever General Managers are posted on projects, they will be substitutes of Regional GMs in respect of matters of their projects.

**REGIONAL LAND MANAGEMENT COORDINATION COMMITTEE**

2.1 There will be a Regional Land Management Coordination Committee (RLMCC) in each Region with the following formation:

- |       |                            |          |
|-------|----------------------------|----------|
| i).   | Regional GM                | Chairman |
| ii).  | Project Director concerned | Member   |
| iii). | Regional Director (LM&IS)  | Member   |
| iv).  | Dy. Director (Accounts)    | Member   |
| v).   | Land Acquisition Collector | Member   |

**Note:** The Chairman of the Committee may co-opt any other officer on the forum of committee as and when desired.

2.2 The RLMMC will primarily be responsible for the following:

- i). Scrutiny, finalization and prioritization of estimates for funds allocation.
  - ii). Ensure acquisition of land as per actual requirements of the project and handing over the possession in due course of time.
  - iii). Ensure payments of compensation to the real affectees.
- i) Evaluation/approval of value of land and compensation of damages.
  - ii) Examination and clearance of awards before passing by LAC for payment.
  - iii) Ensure mutation of land in the name of NHA and completion of record.

- iv) Finalization of complaints received against the compensation of land.
- v) Guide and supervise the field officers in land matters.
- vi) Any other job assigned by the headquarters.

2.3 The RLMCC will assemble for meeting at least once a fortnight or as and when demand arises.

2.4 Record of the business of RLMCC will be maintained by the Regional Director (LM&IS) who will also act as the Secretary of RLMCC.

2.5 Minutes of each meeting of RLMCC will be issued and circulated to all concerned with a copy to the LM&IS Wing NHA HQ.

2.6 In case of any dispute/difficulty, the matter will be referred by the RLMCC to headquarters for decision or guidance as may be necessary.

**ACQUISITION PROCESS**

- 3.1 On receipt of design/drawing after demarcation of alignment from Project Director/Director (IS&LM), the Land Acquisition Collector shall request the District Collector by sending draft notification under section 4 of the Land Acquisition Act, 1894 for approval and assistance in acquiring the land required by National Highway Authority for public purpose. The Land Acquisition Collector and his staff shall collect the revenue record with a view to having the entries in the draft notification about the names of the Tehsils, Mouza, Villages and approximate area of the land to be acquired.
- 3.2 After check and clearance from District Collector, the LAC will forward the Notification to the Govt. Printing Press for publication in the gazette in the prescribed manner. The Director (LM&IS) would seek from the District Collector, through the LAC rough cost estimate as per law of the land in question.
- 3.3 If any objection is received against notification under section 4, of the land acquisition act, 1894 within 30 days by the Collector, the LAC shall fix a date for hearing it and shall give notice of the date to the objector and to the Project Director, The period of 30 days within which persons interested may submit objections shall be counted from the date of which the copy of the notification is served on such person. On the date fixed for hearing, if the objector fails to appear in person or by pleader, the Collector may, if he thinks fit, make an expert enquiry regarding the objection, or he may at-once report to the Provincial Government the fact of the objector's failure to appear. Otherwise, the Collector after hearing the objector and representative of NHA shall pass necessary orders and forward his report together with the record and proceedings to the Regional General Manager.

- 3.4 The land acquisition collector shall pursue the land acquisition case at all level. Any hindrance and complication shall be brought to the notice of Regional Director (LM&IS) who shall coordinate with the provincial authorities for speedy disposal of the case under intimation to the Regional GM and GM(LM&IS) Wing HQ.
- 3.5 In case of special urgency, the land acquisition collector shall prepare the Draft Notification U/S 17(4) of the land acquisition act, 1894 immediately on the receipt of the funds and its placement in District Treasury/National Bank. The Regional Director (LM&IS)/LAC will pursue the case for publication of the Gazette Notification in due course of time. Any hindrance will be reported to Regional General Manager for taking the matter at the appropriate level.
- 3.6 After publication of Notification U/S 17(4), if the date for estimated cost of land was approved by the competent authority (Rule 12 of the land acquisition rule 1983), the land acquisition act, 1894 after clearance from the Regional LMCC and handover the possession to NHA/Contractor.
- 3.7 In case of delay in approval of data for estimated cost and if immediate possession is desired by NHA/Contractor, the LAC shall arrange possession of land U/S 17(3) and 23 of the land acquisition act on payment of compensation for damages on the basis of estimation already proposed/assessed duly approved by RLMCC. The land so handed over shall there-upon vest absolutely in NHA and free from all encumbrances.

## **PRIVATE NEGOTIATION**

- 3.8(1) Private negotiation of land shall be permissible with the approval of the Chairman NHA on the recommendations of the Regional LMCC through GM(LM&ISO upto Rs. 50 million. In case where amount is more than 50 million, the case should be brought to the Executive Board of NHA for approval. The cases approved by the Chairman would also be submitted to the Board for information in a subsequent meeting. It is to be noted that preliminary notification U/S 4 is essential and in every case, the permission of Chairman, NHA through GM(LM&IS) shall be obtained both to the opening and concluding of the negotiation.
- 3.8(2) Negotiation for the acquisition of land by private agreement shall be conducted by the following committee:
- i). Director (LM&IS) of the region.
  - ii). Project Director concerned.
  - iii). Dy. Director (Accounts) of the Project/Region
  - iv). Representative of contractor in case of BOT Project.
- 3.8(3) The committee must in each case obtain from the vendor a complete abstract of title extending over the full period of limitations for suits relating to immovable (12 years), supported by all documents of title on which the vendor relies, and accompanied by strict proof of all matters and facts forming a link in the chain of his title.
- 3.8(4) The cost of land, trees, crops, buildings shall be negotiated as far as possible on lower side, but in no case, higher than the actual market value, to be determined by the committee physically. Instructions given in Section 23 of Land Acquisition Act, 1894 shall also be kept in mind at the time of negotiation for fixation of compensation.

- 3.8(5) The committee shall place its report/recommendations before the Regional LMCC with full details showing the nature of the land, obstructions/structures, the persons interested in it and the nature of their claims. The report must be accompanied by the proof of the title and a draft deed of sale. The committee will verify the structures and assess its cost besides verifying the number, area and type of trees and crops.
- 3.8(6) The Regional LMCC shall submit its final recommendations to the Chairman, NHA through GM(LM&IS) for approval/orders.

### **AWARDS**

- 3.9 The awards in all cases shall be passed by the LAC himself after discussion/clearance by Regional LMCC in presence of the persons interested/affectees by calling them through notice U/S 9 of the Land Acquisition Act. He then, shall prepare two lists, the one showing the names of persons presents and the 2<sup>nd</sup> for absentees. The statement of the persons interested shall be recorded as to whether they accept the measurements and the rates of compensation proposed for the various qualities of land, trees, buildings, crops etc and to the apportionment therefor.
- 3.10 Before passing award and in orde to facilitate the enquiry into the value of the land and with the claims of the persons interested, the LAC will cause two statements in a tabular form containing most of the information necessary to enable the Regional LMCC to come to a decision as to the compensation to be awarded. One statement will give detail for each khasra number whilst the second statement will merely give the total for each holding.
- 3.11 After preparation of above statements the LAC shall give at least 15 days previous notice U/S 9 of the land acquisition act to the director (LM&IS) and Project Director, in order that NHA may have opportunity of making in person or by letter, any representation regarding its value. The LAC shall have to give due consideration to the presentation made by the Dir (LM&IS)/Project Director in reply to his notice.
- 3.12 After completion of due formalities as provided in land acquisition act, 1894 the land acquisition collector shall make an award under his hand keeping in view the fairness of value and genuine interests of the persons interested and the NHA by playing impartial role.



- 3.13 If a holding or a land is jointly owned, or is mortgaged or held by occupy tenants, the LAC will also require as to the shares of the compensation to be paid to the several owners, to mortgagor, mortgagee, owner and tenant respectively.
- 3.14 When compensation is payable on account of standing crops, the amount of compensation awarded should be the market value of the crops less the amount of land revenue and cesses payable on the land.
- 3.15 When all statements have been recorded, the LAC shall draw up his award, detailing the total area of the various qualities of land taken up, the rate and total amount of compensation to be paid on account of land of each quality, the total amount of compensation to be paid on account of crops, trees, buildings etc, the proportion of compensation to be enjoyed by the mortgage and by occupancy tenants, and his decision on any objections that have been raised by the persons interested.
- 3.16 It should be noted that 15% extra awarded U/S 23(2) of land acquisition act, 1894 on account of compulsory acquisition should not be included in the rates awarded per acre, but should be added to the total compensation and shown separately. This can be granted on the market value of the land and not on the total award.
- 3.17 At the time of taking possession an accurate note shall be made of the crops, trees, structures, etc for which a compensation is to be mad along with the estimated value. Such note shall be signed jointly by LAC and PD (and representative of Contractor in case of BOT Project).
- 3.18 The possession of the area would be taken by the LAC in the presence of the authorized representative of NHA in accordance with the provisions of the Land Acquisition Act, 1894 and rules made there under.

3.19 After taking possession and making due payments to the interested persons, the Director (LM&IS) of the Region concerned will ensure mutation of acquired land at the earliest and complete necessary record for NHA. All the relevant papers i.e VII-B Forms, record of payments etc will be maintained in the offices of the Regional Director (LM&IS) and the Director (LM) NHA HQ.

**FUNDS ALLOCATION AND PAYMENTS**

- 4.1 The land acquisition collector concerned will forward estimates for funds allocation to the Regional Director (LM&IS) for each project separately on fortnightly basis through respective Project Director. After examination of the estimates the Director (LM&IS) will submit the same before the Regional LMCC. The LMCC after due discussion will prioritize the project wise allocation and submit its recommendations.
- 4.2(1) The Regional General Managers will forward their demands for allocation of funds for land acquisition of the projects on monthly basis by 5<sup>th</sup> of each month to the GM (LM&IS) with the following details:
- a). Project for which funds are required.
  - b). Total approved cost of land (duly authenticated).
  - c). Funds already allocated with item-wise utilization.
  - d). Balance available
  - e). Head wise additional amount required
  - f). Old liabilities pending for payments with dates
  - g). New liabilities
- 4.2(2) The General Manager (LM&IS) will submit, duly scrutinized, regional demands to the Member (Finance) who will allocate in a committee given below which should meet on fortnightly basis, respective funds keeping in view project requirements as well as the Aging Principle for liquidating old liabilities of land.

**Formation of Committee**

- |                               |   |                  |
|-------------------------------|---|------------------|
| 1) Member (Highway/Motorways) | - | Chairman         |
| 2) General Manager (LM&IS)    | - | Member           |
| 3) General Manager (Finance)  | - | Member           |
| 4) Director (LM) HQ           | - | Member/Secretary |

- 4.2(3) The funds allocated for land acquisition shall be deposited in the District Treasury or the National Bank of Pakistan.
- 4.3 The Director (LM&IS) and Project Director or their representative shall keep close liaison with land acquisition collector at all stages of acquisition especially at the time of assessment of compensation for damages and price of land and shall argue their views before the competent authority.
- 4.4 All legal process and steps required under the land acquisition act, 1894 must always be kept in view before approving any award for releasing any payment.
- 4.5(1) Great care must be exercised in the assessment and payments of compensation. The PD and LAC should ensure that awards should be based on transparent process and the cost of land being not commensurate with real market value by manipulating the yaksalas etc. The price of land is comparable to similar kind of land in the same revenue estate (Mahaal).
- 4.5(2) Accurate list of buildings, crops and trees etc with complete details/measurement/kind shall be worked out jointly by the LAC, Project Director and Regional Director (LM&IS). Cost of obstructions/structures shall be assessed and verified by the LAC and PD.
- 4.5(3) For working out cost of damages (trees, structures, crops), RLMCC should ensure that standardized NHA schedule of rates of compensation is applied.

- 4.6(1) Payments of compensation shall be made carefully to the real affectees after production of necessary proof of ownership. All payments of damages must be authenticated by the PD, RE(where available) and LAC jointly and disbursement through double signatures on the vouchers/invoices.
- 4.6(2) Payments to different Mauzas/villages shall be made in a uniform and linear manner allowing no pick and choose among them. The cost of compensation shall be submitted by Regional Director (LM&IS) for examination by the Regional LMCCs before authorizing LAC to release payment to the affectees.
- 4.6(3) After placement of funds at the disposal of LAC, he will ensure completion of all codal formalities and make payment to the affectees within ninety (90) days from the date of deposit of funds with him. The Director (LM&IS) and the PD concerned will pursue the case for payment to the affectees at the earliest and will submit their report in the fortnightly meeting of RLMCC.
- 4.6(4) Suitable percentage of amount shall be worked out for deduction out of approved compensation for structures on case to case basis on account of salvage material. Provisions of Section 23 of Land Acquisition act, 1894 will be followed. The Regional Director LM&IS) and PD concerned will visit site jointly with LAC in presence of the affectees for fixation of such percentage. Relevant factors i.e type, age, original cost and present market value of salvage material and its use/value after removal etc will be considered. They will submit their recommendations in the fortnightly meeting of RLMCC and after through examination of the case, the RLMCC shall forwarded its recommendations to the headquarters for approval, if amount so recommended for deduction is Rupees Two Lac or more, of the total compensation amount and when such amount is less

than that, the Regional GM shall approve the case under intimation to NHA HQ.

4.7 The Regional Directors (LM&IS) shall countersign each advice issued by LAC to District Treasury after checking the genuineness of record and correctness of the affectees at his full satisfaction. Upto 20% random check of the affectees through personal audience by Director (LM&IS)/PD is obligatory before and after payment of compensation.

4.8 Suitable audit and account of all record of land compensation would be ensured by the Regional General Managers. LMCCs would examined these reports and pass necessary orders.

**RECORDS AND RETURNS**

- 5.1 The Regional Director (LM&IS) shall be the custodian of all land record from the start upto the end of the process of land acquisition in NHA projects/ROW of National Highways.
- 5.2 The record so prepared shall be of permanent category and be never destroyed. It will be auditable at any time and the same will be produced to the auditors.
- 5.3 Any loss of the record pertaining to the land, by any cause, shall be investigated properly and responsibilities for the loss shall be fixed and disciplinary action will be taken against the defaulter. Necessary steps will be taken for re-construction of the lost record as early as possible.
- 5.4 As a result of transfer of an officer, formal handing/taking over of land record will be made properly.
- 5.5 To preserve the land acquisition record appropriate safe and secure record rooms shall be established on the pattern of record room at Tehsil and District level of Revenue Department. A well experienced officer shall be deployed for custody of land record. Copies of all relevant records shall also be endorsed to the Director (LM) HQ for safe custody.
- 5.6 A register of land in the formate as per Annexure-A shall be maintained by all Regional Directors (LM&IS) as well as Director (LM) NA HQ.
- 5.7 The land acquisition collector will submit statement of payments during a month in each meeting of RLMCC in the form as per Annexure-B.

- 5.8 The Regional GMs shall forward their demands for allocation of funds as per form given at Annexure-C.
- 5.9 The Regional Director (IS&LM) shall submit a monthly return by 5<sup>th</sup> of each month about the land to the Regional GM and GM(IS&LM) NHA HQs as per Annexure-D.



**REFERENCE TO THE COURT**

- 6.1 When action is taken under section 19 of the land acquisition act, 1894 the LAC should be guided by the following consideration in deciding whether to make a separate reference on account of each holding included in the Award, as to which an application has been filed under section 18, or to make a single reference covering several holdings. In all cases, there must be a separate reference on account of each village. Reference to the court should be made only in the case of persons interested who have objected to the Award, assenting owners being settled without a reference to the court.
- 6.2 The LAC shall at-once inform the Project Director endorsing a copy to General Manager (IS&LM) NHA HQs, Regional GM and Regional Directors (IS&LM) of any reference to the court made under section 19, and shall forward to him a copy of the grounds on which the objection to the award is taken.
- 6.3 When a notice is served under section 20(c) of the land acquisition act, 1894, the LAC shall immediately forward a copy to the Project Director.
- 6.4 The proceedings before the court under part III of the Act are of a regular judicial kind, and the provisions of the CPC are applicable. Reference to civil courts under the Act fall within the definition of suit as defined in the suit rules. The LAC shall, therefore, proceed in the manner provided for the defence of civil as per law of the land.

- 6.5 When the Project Director is of the opinion that an appeal should be filed under section 54 of the land acquisition act, 1894 he will report the case to the Director (IS&LM) for transmission to the competent forum (i.e District Collector, Commissioner, or Board of Revenue as the case may be). The report should be drawn up in accordance with the Government suit rules with the consultation of legal section of NHA after getting approval from RLMCC and should contain in addition an abstract of all the evidence, oral or documentary, produced on behalf of either side in the lower court.
- 6.6 A similar report shall be submitted by the Regional Directors (IS&LM) to the Board of Revenue if opposite party files an appeal with the approval of Regional GM under intimation to GM (IS&LM).

**NATIONAL HIGHWAY AUTHORITY**  
**LAND RECORD REGISTER**

Name of Region: \_\_\_\_\_

Name of Project: \_\_\_\_\_

National of National Highway/Motorway \_\_\_\_\_

Total funds approved for \_\_\_\_\_ land  
in PC-1 (Rupees in Mil)

Total funds release upto: 200 Rs. \_\_\_\_\_ Million

Total funds Distributed in: Land Damages Total the  
affectees

\_\_\_\_\_  
\_\_\_\_\_

Fund in Balance: \_\_\_\_\_

Addl funds Required: Land Damages Total

\_\_\_\_\_  
\_\_\_\_\_

Area of Land Acquired:

	<b>Mauza, Deh, Tehsil &amp; Distt.</b>	<b>Land Acquired</b>	<b>Land Transferred to NHA</b>	<b>Compensation paid to the Affectees</b>	<b>Additional Funds required/pending liabilities</b>
	Total:				

Remarks (if any):

**NATIONAL HIGHWAY AUTHORITY**

**STATEMENT OF PAYMENTS TO BE SUBMITTED IN THE REGIONAL  
LMCC MEETING SCHEDULED ON \_\_\_\_\_**

1. Project: \_\_\_\_\_
2. Mauza/Deh/Tehsil/Distt. \_\_\_\_\_
3. Total Area Acquired \_\_\_\_\_
4. Area taken into possession date \_\_\_\_\_ with
5. Date of publication of Notification U/S 4 \_\_\_\_\_
6. Date of publication of Notification U/S 17(4) \_\_\_\_\_
7. Date of Award Announced \_\_\_\_\_
8. Total compensation of Land \_\_\_\_\_
9. Funds released to LAC \_\_\_\_\_
10. Amount paid to the affectees \_\_\_\_\_
11. Additional funds required \_\_\_\_\_

**(1) LAND**

Name of Affectees/Payee with NIC No.	Total Land	Amount of Compensation Including Interest due for payment	Amount Paid with date and Voucher No.	Amount Outstanding	Remarks

**(2) STRUCTURES**

Name of Affectees/ Payee with NIC No.	Type of Structure	Covered Area	Salient features	Value assessed and approved	Amount paid with date and voucher No.	Amount Out standing	Remarks

**(3) TREES**

Name of Affectees/ Payee with NIC No.	Type	Number & Area on which planted	Value assessed and approved	Amount paid with date and voucher No.	Amount Out standing	Remarks

**(3) TREES**

Name of Affectees/ Payee with NIC No.	Type & kind of crop	Value assessed and approved	Amount paid with date and voucher No.	Amount Out standing	Remarks

**SUMMARY**

		Land	Structure	Trees	Crops	Total
1	Total value assessed and approved					
2	Total funds received					
3	Total funds paid					
4	Balance available					
5	Additional requirements					

**(Signature of LAC)**

Name: \_\_\_\_\_

**Cc:**

➤ General Manager (LM&IS) NHA HQ.

# NATIONAL HIGHWAY AUTHORITY STATEMENT OF FUNDS REQUIRED

Name of Project: \_\_\_\_\_

**(1) LAND**

Total Land Required	Total Land Acquired	Total Land taken in possession	Total value agreed	Total funds allocated	Amount Disbursed	Balance Available	Addl. Required funds including interest	Remarks (if any)

**(2) STRUCTURES/TREES/CROPS**

Total value of structure/ trees/ crops assessed and approved	Funds Allocated	Amount paid to the affectees	Balance Amount Available	Additional funds Required	Remarks

**SUMMARY PRIORITY WISE REQUIREMENTS OF FUNDS**

More than 5 years old liabilities		3 Years old liabilities		One year old liabilities		Current liabilities		Total Amount required	Remarks
Land	Obstructions	Land	Obst	Land	Obst	Land	Obst		

Immediately Required Funds: \_\_\_\_\_

**(Signature)**

General Manager (Region)

# NATIONAL HIGHWAY AUTHORITY

## PROJECT WISE MONTHLY STATEMENT OF LAND ACQUISITION

Name of Region \_\_\_\_\_ Name of Project: \_\_\_\_\_ Month \_\_\_\_\_

Name of Mauzal Deh with Tehsil & District where land acquired	Total estimated land required for the project	Total cost of Land	Total land transferred to NHA (attach form VII-B/Fard with the return)	Amount paid		Remarks
				Land	Damages	

**(Signature)**

Director (IS&LM)

## **PART-II**

### **INFRASTRUCTURE**



## **General**

- 7.1 The Infrastructure Section of LM&IS Wing shall deal with the matters for Generation of Funds through leasing ROW of National Highways to the public amenities and collection of tolls as under:-
- i). Levy, collect or cause to be collected tolls on National highways, Strategic Roads & Such other roads as may be entrusted to it and bridges thereon; (Section 10(2-vii) of NHA Act, 1991).
  - ii). Licence facilities on roads under its control on such terms as deems fit (Section 10(2-viii) of NHA Act, 1991).
  - iii). Leasing of assets (Use of ROW) (Section 10 (2-xiii) of NHA Act, 1991).
- 7.2 Matters related to Toll Collections shall be dealt through Regional Director (LM&IS) in accordance with the provisions of National Highways & Strategic Roads (Toll) Regulations, 1996.
- 7.3 All cases for grant of No objection certificate for establishment of public amenities along the National Highways shall be finalized as per procedures given in this manual.
- 7.4(1) All administrative charges/lease rent against the cost of damages to highway assets and rental charges from public amenities, received by Regional Offices shall be deposited in a separate account bearing suitable title. The whole amount at credit of the account shall be transferred to NHA HQ by 10<sup>th</sup> of each month under intimation to the Member (Finance) and GM(LM&IS).

- 7.4(2) The Regional Director (LM&IS) will submit monthly statement of recoveries from public amenities with the consultation of Regional Office Accounts Section to the GM(LM&IS), Regional GM and GM (Finance) in proforma given at Annexure-A by 16<sup>th</sup> of each month. The Finance Wing shall then submit a consolidated statement to the chairman NHA for information/orders.
- 7.4(3) No amount on this account shall be received by any NHA official in cash.
- 7.5 All payments received under the said head by the Regional Account offices shall be intimated to the Regional Directors (LM&IS) for maintaining consolidated record of the region.
- 7.6 All cases under this head shall be routed through Regional General Managers.
- 7.7 Head wise register of release rent shall also be maintained by the Regional Offices as per **Annexure-A**.
- 7.8(1) Regional Director (LM&IS) will issue notices to the owners of all amenities after one month of due dated for payment of annual lease rent.
- 7.8(2) if owner of any amenity fails to pay rent in due course of time or comply with the instructions of NHA, they will pay rent with fine as under:-
- a). After three months of due date - 5% of rent
  - b) After six months of due date - 7% of rent
  - c). After one year of due date - 15% of rent
  - d). After 18 months or more of due date - Double of due rent
- 7.8(3) If owner of any amenity service fails to pay rent within eighteen months of due date, the case for cancellation of NOC shall be processed through Regional GM for approval of competent authority.

**NATIONAL HIGHWAY AUTHORITY**  
**MONTHLY STATEMENT OF RECOVERIES OF LEASE RENT FROM**  
**PUBLIC AMENITIES DURING THE MONTH OF \_\_\_\_\_**

Kind of Amenity: \_\_\_\_\_

No. of amenity concerned to whom lease was due during the month	Total Amount Due	No. of amenity paid the rent	Total amount received	Remarks / reasons for non-payment of lease rent (if any)

**(Signature)**

Director (IS&LM)

**FILLING / CNG STATIONS AND PUBLIC AMENITIES**

- 8.1 The applications containing request for grant of No Objection Certificate for establishment of Filling/ CNG Stations and other public amenities, along any National Highway shall be considered through Oil Marketing Companies and dy. Commissioner of respective Districts.
- 8.2 The Directors (LM&IS) of region concerned shall receive applications along with the following documents:
1. Formal request of the OMC for filling stations and in case of CNG stations and other public amenities, from the owners.
  2. Forwarding letter from concerned District Magistrate/Dy. Commissioner.
  3. OMC/owner undertakings on non-judicial stamp paper of the cost as prescribed by the Chairman NHA, in the form as per **Annexure-A&B**. Minor amendments as per requirements can be made on case to case basis as and when desired.
  4. Bank Guarantee on non-judicial stamp paper of Rs. 200/- as a security for construction of cut-of-drain at the amount to be prescribed by the Chairman NHA from time to time (Annexure-C). The Guarantee will be released to the owner on satisfactory completion of work and certification by the Dy. Director (Maint) accordingly with the approval of Regional GM. If cut-of-drain will not be constructed, the Bank Guarantee will be encashed and work on cut-of-drain will be carried out by NHA against that Guarantee.
  5. Bank Draft of advance lease rent for five years at the amount prescribed by the Chairman NHA from time to time.

6. Attested photo copies of NICs of the owner/dealer and authorized representative of the Filling/CNG Station or other public amenities items.
7. Eight (08) copies of the layout plan of the proposed filling/CNG station and other public amenities which in-variably contain the following:
  - a). Distance of the OMC sign, cut-of-drain, petrol, diesel/ CNG pumps and buildings from the centre 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, 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 measurement/distance.
8. Proof of ownership/lease document of the land upon which the filling/CNG station or an amenity is proposed.
- 8.3(1) The Director (LM&IS) Director (Maintenance) in absence of Director (LM&IS) shall forward the case to the Dy. Director (Maint) concerned for report. The Dy. Director (Maint) will 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, General Manager (Regional) will inform GM(LM&IS) accordingly and also not recommend the grant of NOC. In such instances, the oil marketing companies/owner of CNG station or 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 of 220 ft 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/amenities or make special arrangements for the smooth discharge of drainage.

c. **The Effect of Proposed Amenities/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, NOC will not be granted.

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

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 step taken to prevent damage or interference with the existing utility. In case, the affected utility line is to be shifted outside the ROW, the proposed location of the said utility line shall be approved by Regional GM. If for certain unavoidable reason the utility line is proposed to be located within the Right of Way, permission shall be required from Member. 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:-

- a. Size of the plot for filling station shall be 300x250 feet and for other public amenities, it will be 200x150 feet.
- b. Requirement of openings for carrying traffic from opposite carriageway through the median.
- c. Presence 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 or public amenity.
- d. Suitable arrangements for drainage of rain water.
- e. Local/other factors.

8.3(2) Simultaneously, an offer letter will also be issued to the applicant for his consent as per Annexure-D by the Director (LM&IS)/Director (Maint) which will be valid for one month.

8.4 On receipt of report from Dy. Director (Maint) and consent of the applicant, case will be examined thoroughly by the Director (LM&IS)/Director (Maint) in the light of policy guidelines issued from time to time and submit his recommendations to the Regional GM. If Regional GM will agree with the proposal, the case (except item-iii below) will be referred to Director (IS) NHA HQ along with the copies of all relevant papers and offer of NOC and acceptance of the applicant. He will re-check the case and submit a note to GM(LM&IS) for obtaining approval of the authorities as under:-

- i). Filling/CNG Stations/Toll cases /Housing Schemes – Chairman  
Markets having more than five shops/commercial  
Projects along the National Highways.
- ii). Proposals of Hotels/motels/Markets with less – Member than five  
shops Incharge of  
LM Wing
- iii). Any other amenities – Regional GM  
under intimation  
to GM (LM&IS)  
NHA HQ

8.5(1) The Director (ISO NHA HQ will convey the approval of competent authority to all concerned in the proforma as per **Annexure-E**. NOC for filling stations will be issued in the name of oil marketing company.

8.5(2) The owner of amenity will start work at site after issuance of NOC within one year, otherwise NOC stands cancelled.

8.6 The Director (LM&IS) shall inspect all the public amenities established under the NOC of NHA jointly with the Dy. Director (Maint) of the reach concerned periodically to ensure proper and fair services to the road users.

8.7(1) In case of violation of any term/condition of NOC, the Director (LM&IS) will issue a warning to the occupant of the public amenity for improving his services. Failing which case will be referred to the competent authority for cancellation of NOC.



8.7(2) As a result of cancellation of NOC, the construction shall be termed as encroachment and action for its removal shall be taken as per law/rules.

8.7(3) A no objection certificate shall be revived subject to the following condition with the approval of Regional GM:

- a. The owner shall submit a surety bond of Rs. 50,000/- (or as enhanced by the Chairman, NHA) in the shape of Bank Guarantee for a period of one year. If performance of the amenity is not reported good within the specified year, the Bank Guarantee will be encashed in favour of NHA and NOC will be cancelled, otherwise the Guarantee will be released to the owner.
- b. he will give undertaking for good performance.

8.8 The following conditions will be applicable for grant of NOC to the public amenities/filling/CNG Stations:

- a. Minimum distance between two filling/CNG stations on a single carriageway will be as under:-
  - i). Within a Municipal area and Hilly/Rolling areas – 1000 meters
  - ii). Outside Municipal area - 2000 meters
- b. The first line of dispensers shall not be less than 100 feet in Rural Area and 70 feet in Municipal area, to be reckoned from the edge of the road.
- c. The cut of drain, which must be a continuous structure running across the approaches and is to be site along the ROW line. The typical design for cut off drain will be as per **Annexure-F**.
- d. Approaches would be designed at an angle equal to or less than 30 degrees to the highway alignment. The access to the edge of carriageway shall be paved in its entire width not more than 10 meters wide.

- e. No construction of any opening/un-authorized U-turn shall be made in the median of Dual Carriageway to allow traffic to move across the carriageway through that opening. If such a facility is essentially desired, the Regional GM will examine the case and forward the same to the member (Highways) for approval to undertake the task as deposit work to be paid for by by the concerned person/company.
- f. Acceleration/deceleration lines shall be provided by the applicant.
- g. The sign boards of amenities shall not be installed at the distance less than 20 meters in the rural areas and 10 meters in the Municipal areas from the edge of road berm.

8.9(1) No amenity owner will allow establishment of any other service other than the amenity for which NOC has been issued.

8.9(2) If any interested person/company wants to establish more than one amenities on his/its plot a separate NOC and additional land will be required and lease rent for each amenity will charged separately.

**OIL MARKETING COMPANY'S UNDERTAKING**

We, M/s (mention name of Oil Marketing Company) do hereby undertake to remove the structures to be constructed on the premises of Filling Station (complete description of Filling Station including name/style; situated on plat khasra/survey no. ; village/Deh/Mauza; Tehsil / Taluka; District corresponding to Km of Section of N-----(mention number of highway etc)), pursuant to this NOC, as and when desired by the National Highway Authority and so directed by its representative through a written notice, 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. We will not construct nor cause to be constructed any building or signature within 220 feet of the centre line of the nearest carriageway, except where expressly prior approval of National Highway Authority will be obtained and as per conditions stipulated therewith.

3. We will ensure that cut off drains are provided on the approaches of Filling Stations. 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 will not do so.

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

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

- a) Pay rent with fine as directed by NHA.
- b) Remove filling station or stop supply of our products to the filling station at once at our risk and cost without claiming any compensation from NHA.

Date

Verification  
by Notary  
Public

Seal of  
Oil Company

Signature of OMC's  
authorized  
representative  
- Designation  
- Official.  
- Name in full.  
- NIC Number

**OWNER/DEALER'S UNDERTAKING**

I, (owner/dealer's name) so \_\_\_\_\_ resident of \_\_\_\_\_, owner/lessee of plot (survey/khasra No. village, Tehsil and District) (attach proof of ownership/lease) the (mention name of Oil Marketing Company) 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 of the centre line of the nearest and carriageway, except where expressly prior approval of National Highway Authority will be obtained and conditions stipulated therewith will be complied.

(2) That I shall construct cut-off drains on the approaches of the Filling Station 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 OMC'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 0.5% maintained from the road berm up to the cut-off drain. I further undertake to develop the area between the approaches as a green belt.

(5) That I shall pay the administrative charges/rent of approaches to the National Highway Authority before 15<sup>th</sup> of January each year, for first five years due payable in advance as required in the offer of NOC a Demand Draft of Rs. \_\_\_\_\_ (No. \_\_\_\_\_ dated \_\_\_\_\_) drawn on "GM (NHA)" is enclosed.

(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 therefor.

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

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

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

- a) Pay lease rent 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.

Date/place  
and Stamp  
of Notary  
public

Witnessed by  
Oil Marketing  
Company Stamp  
and signature  
of authorized  
representative  
of OMC. (Name  
andNIC number)  
(attach photo copy  
ofNIC)

Signature  
of Owner/Dealer  
Name in full  
NIC Number  
(attach photo  
copy of NIC)

Thumb  
Impression  
of owner/dealer  
(left hand)

**SPECIMEN BANK GUARANTEE**

L.G Ref. No. \_\_\_\_\_

Amount \_\_\_\_\_

Date of issue \_\_\_\_\_

Date of expiry \_\_\_\_\_

To,  
General Manager  
National Highway Authority  
\_\_\_\_\_.

Ref:- Bank Guarantee for Rs.

Dear Sir,

1. We, the undersigned M/s (state name of Bank) whose registered office is situated at \_\_\_\_\_ have stood Guarantor of M/s (name/style of Filling/ CNG Station etc) at Km \_\_\_\_\_ on N\_\_\_\_\_ of Rs. \_\_\_\_\_ for the period of \_\_\_\_\_ starting from \_\_\_\_\_ to \_\_\_\_\_ against **construction of cut-off drains** astride both the approaches along the ROW line as per typical design issued by NHA to the oil marketing companies/owners.

2. We undertake to pay National Highway Authority, the said amount immediately on demand without restrictions or conditions and reference of any kind whatsoever to the Dealer/OMC/owner and your letter of demand shall be conclusive proof of the validity of demand and the amount mentioned therein (not exceeding the total amount of this Guarantee) shall not be questioned by us.

3. Our undertaking is valid for a period of \_\_\_\_\_ from the date of its issue i.e. from \_\_\_\_\_ to \_\_\_\_\_ (both days inclusive) and the amount herein fixed above represents the maximum of our obligation under this Guarantee. If the obligations/terms of the undertaking submitted by the said dealer are not fulfilled, he shall get the guarantee revalidated before one month of the expiry date, otherwise the guarantee shall be encashed by the National Highway Authority from the Bank.

4. The guarantee will be released on the written reference from Director (LM&IS) NHA upon satisfactory completion of work duly certified by the Dy. Director (Maint) concerned.

Yours faithfully,

**AUTHORIZED SIGNATURE**

**AUTHORIZED SIGNATURE**

WITNESSES :

For M/s Bank

1. \_\_\_\_\_

2. \_\_\_\_\_



**NATIONAL HIGHWAY AUTHORITY**  
**“CONTENTS OF A TYPICAL OFFER**  
**LETTER FOR GRANT OF NO OBJECTION CERTIFICATE FOR**  
**INSTALLATION OF AMENITIES/FILLING STATIONS ETC**  
**OF NATIONAL HIGHWAYS”**

Address

Telephone Number  
Letter No.

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: **Offer of issue of NOC for Establishment of Amenities**  
**(Mention name of OMC and Name/Style of M/s HSD Retail**  
**Outlet/Filling Station etc) at Km    to Km    on N- .**

With reference to your request for grant of NOC received vide Deputy Commissioner\_\_\_\_\_ letter No:\_\_\_\_\_ dated \_\_\_\_\_ the Authority may grant a 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 payable in advance of bank draft/pay order in favour of General Manager, National Highway Authority. 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.

- c. The Building line of the proposed amenity will be at a distance of 220 feet from the centre line of the nearest carriageway. The first line of dispensers will be at a minimum distance of 100 ft from the ROW in case the Filling Station is located outside municipal /urban limits, and at 70 ft, or more if the proposed retail outlet is to be developed within the municipal limits.
- 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, M/s HSD dispensers and kiosk 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 astride both the approaches, along the Right of Way line as per typical design issued by NHA (copy enclosed). You will furnish a bank guarantee to the Authority from a prime/scheduled bank amounting to Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_ only) as an earnest of your intent to construct the cut-off drain as per specification. The guarantee will be released after requisite certification by the Dy. Dir (Maint) concerned upon satisfactory completion of the work. If cut-off drain will not be provided as per drawing, the Bank Guarantee will be encashed and said work will be completed by NHA out of Bank Guarantee amount at your risk and cost.
- g. Acceleration/deceleration lanes will be provided by you for existing amenities only as per approved design of NHA. The special lanes will not be required if the building line of the existing outlet is set back/shifted beyond the 220 ft 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 0.5% from the edge of the highway berm upto the cut-off drain.
- j. The signs shall not be less than \_\_\_\_\_ meters from the edge of the road berm.
- k. In case of any deviation from the above conditions or other directions of NHA, the NOC shall be withdrawn forthwith.
- l. Delay in payment of annual lease rent 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 of 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 NOC by this authority.
- p. 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 proforma bearing the title "Owner/Dealers Undertaking" and the "Oil Marketing Company's Undertaking", so that the case may be processed.
- q. This offer stands cancelled if no response is received from your side within one month.

**Director (LM&IS) (Regional)**  
(Name in full)

C.C

Director (Infrastructure), NHA,  
Islamabad.

- For information

Dy. Dir (Maint), NHA, (Regional)

- "

Deputy Commissioner, \_\_\_\_\_

- This refers to your memo No. \_\_\_\_\_  
dated \_\_\_\_\_ on the captioned subject.

**GOVERNMENT OF PAKISTAN**  
**MINISTRY OF COMMUNICATIONS**  
**NATIONAL HIGHWAY AUTHORITY**

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Letter No. \_\_\_\_\_

Dated: \_\_\_\_\_

To: The Deputy Commissioner,  
(Concerned)

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

Consequent upon fulfillment of conditions by the owner/dealer/ Oil Marketing Company as specified in NHA letter No. \_\_\_\_\_ dated \_\_\_\_\_, it has been decided by the Authority to grant NOC for the establishment of a (specify amenity eg: Filling Station/Hotel/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 held for one year only to start the construction work.

Director (IS) NHA HQ

C.C.

General Manager (Regional) - (1) Please ensure that the conditions specified in the offer of NHC 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.

Oil Marketing - (1) One approved copy of the layout plan is enclosed herewith for your necessary action.

Own/dealer

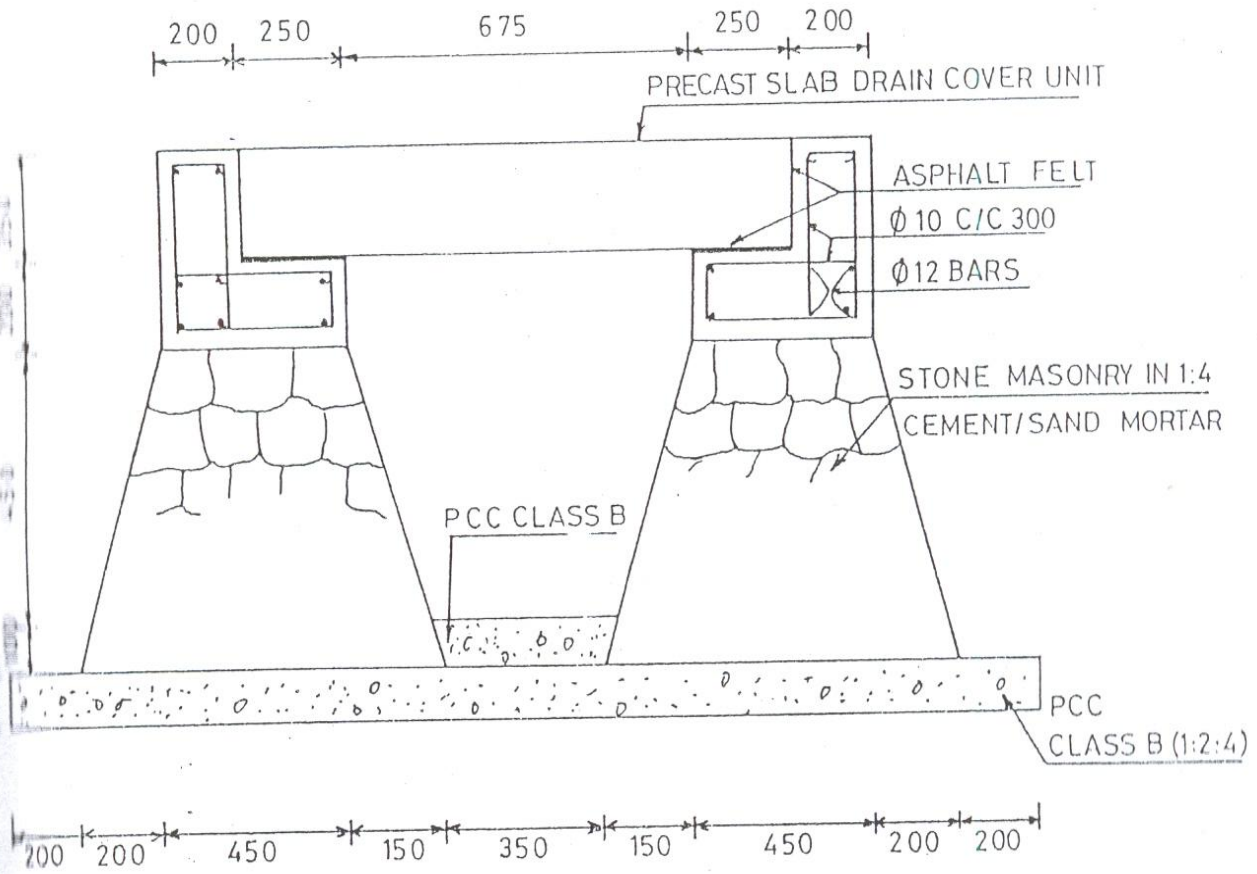
(2) Please ensure compliance with the conditions governing the grant of NOC in the light of our offer letter already accepted by you.

Regional Dir (LM&IS) NHA

For information and record.

RAIN SIDE DRAIN & PRECAST PERFORATED RCC COVER FOR

RAINING STATIONS INSTALLED ON NATIONAL HIGHWAYS



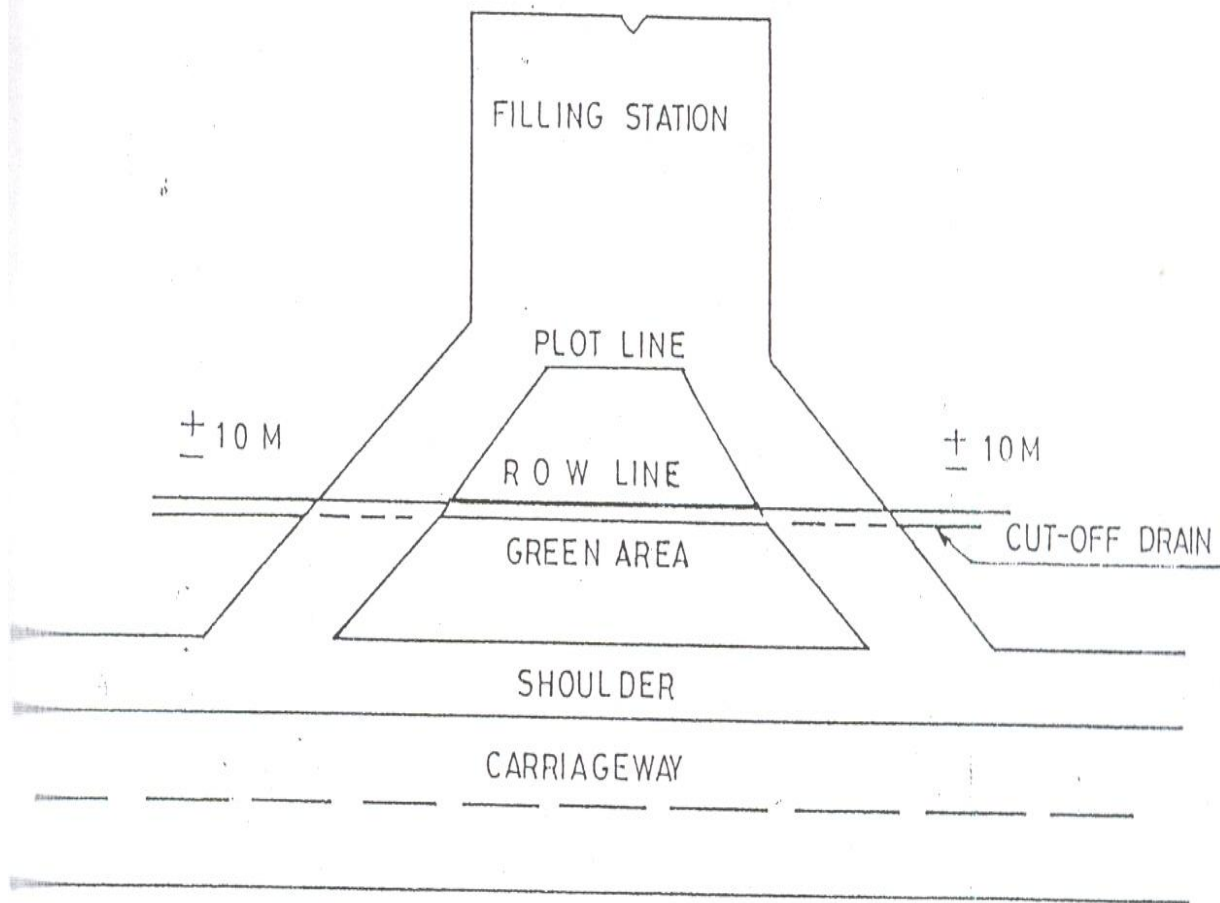
DRAIN CROSS-SECTION

NOTES

- ALL DIMENSIONS IN MILLIMETRE
- PRECAST CONCRETE CLASS A CYLINDRICAL STRENGTH = 25 MPa
- REINFORCEMENT GRADE 40 DEFORMED YIELD STRENGTH = 275 MPa
- CONCRETE COVER = 35mm.

GENERAL LAYOUT OF CUT-OFF DRAIN OF FILLING STATIONS

INSTALLED ON NATIONAL HIGHWAYS



**DISPLAY OF PROMOTIONAL MATERIAL**

- 9.1 No advertising agency/company/person shall install hoardings and advertising material along the National Highways without NOC of NHA. The Directors (LM&IS) of Region and Dy. Director (Maintenance) shall ensure that such activities are not took place within the ROW without necessary NOC.
- 9.2 If any un-authorized advertising material is found available, notice for removal of the same will be issued/served to the persons 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 concerned.
- 9.3(1) There will be three types of locations for Display of Promotional Material as under:-
- a) Group-A(1) Motorways, Super/Express Highways & Bypasses of capital cities i.e. Karachi-Lahore-Peshawar-Quetta-Rawalpindi-Islamabad, and Divisional Headquarters concerned.
  - b) Group-A Within 10 KMs of Urban Areas of Municipal/Cantonment/Town Committees, and other cities of District Headquarters.
  - c) Group-B Beauty Spots, Panoramic Views and Historical Monuments etc.
  - d) Group-C Other Areas
- 9.3(2) The annual lease rent of different amount will be based on above types of locations but not less than the amount shown below:-
- i) For Group-A(1) locations Rs. 100/- PSFT Per Annum
  - ii) For Group-A locations Rs. 50/- PSFT Per Annum
  - iii) For Group-B locations Rs. 40/- PSFT Per Annum
  - iv) ForGoup-C locations Rs. 30/- PSFT Per Annum



- 9.4 The maximum size of hoardings or board shall be 90 x 30 feet.
- 9.5 Installation of unipole advertising boards shall be encouraged.
- 9.6 Annual lease rent on the basis of type of location (Clause 9.3(1) shall be charged as prescribed time to time with the approval of Chairman, NHA.
- 9.7 The rights to display hoarding promotional materials and other displays along various reaches of equal length on all National Highways shall be auctioned on annual basis through open auction/competition within the pre-qualified/registered Advertising Agencies.
- 9.8(1) Different Advertising Agencies shall be registered on the panel of authority after due pre-qualification with the approval of Chairman NHA.
- 9.8(2) The Advertising Agencies to be registered with NHA shall pay registration fee and subsequently renewed every year at the amount to be prescribed from time to time with the approval of Chairman, NHA.
- 9.8(3) Pre-qualification/registration of advertising agencies shall be made after calling applications through public notice in the newspapers by the following committee:-
- |    |                     |   |          |
|----|---------------------|---|----------|
| a) | Media Advisor       | - | Chairman |
| b) | Director (C&S)      | - | Member   |
| c) | Director (IS)       | - | Member   |
| d) | PD (Highway Safety) | - | Member   |
- 9.8(4) 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 alongwith necessary documents as published in the Public Notice. General Manager (C&S) will frame the public notice for publication containing information about relevant papers and main features of the contract.
- 9.9 Terms & Conditions for registration of advertising agencies and award of contracts shall be prescribed by the Media Advisor with the approval of the Chairman, NHA.
- 9.10 Contracts shall be awarded to those Advertising Agencies whose registration is valid.

9.11 There will three types contract:-

1. **Major Contracts**

A distance of 300 KMs along a highway would constitute an appropriate length/block of a reach for procurement of a major contract. The advertising agency will require to install at least 100 advertising boards in the reach. These contracts will be awarded once a year. The duration of lease shall be for 3 years or more. These contracts will be approved by the Chairman, NHA.

2. **Minor Contracts**

These contracts will include sport advertisement within the reach less than 300 KMs for installation of 11 to 99 advertising boards. These contracts will be awarded for a period of more than one year but not exceed three years with the approval of Member (In-charge LM & IS Wing).

3. **Local Contracts**

(i) Proposals from local agencies/individuals for installation of seasonal/time limited advertising boards for one year or less period will come under this type. These contracts will be for short term for not more than ten advertising boards within the jurisdiction of each Maintenance Unit. However, these contracts will not be awarded within the locations of Groups A-1. Extension of contract beyond one year upto two years will approved by the Member. No further extension will be permissible in these contracts.

(ii) Local contracts will be awarded to any person/company with negotiation on the recommendations of the following committee with the approval of Regional GM:-

- a) Regional Director (LM&IS) - Chairman
- b) Dy. Director (Maint) concerned - Member
- c) Dy. Director (Accounts) of region - Member
- d) Dy. Director/Asstt. Dir (LM&IS) region - Member/Secretary

- 9.12 Following general conditions will be followed by the advertising agencies:-
- i) All hoarding on boards shall not be less than 6 feet off the ground level and will be fixed on concrete or metallic structures.
  - ii) No hoardings will be allowed within the median or any other reserve area as declared by NHA.
  - iii) No hoarding, display board shall obstruct, covers or cause reduction of visibility of traffic sign.
  - iv) Distance between each hoarding are display board shall not be less than 100 meters.
  - v) No hoarding to be placed or made of material which may reflect lights from passing vehicles or sunshine towards the other road users.
  - vi) Each hoarding/sign board shall contain the lease details and period of expiry on bottom left corner.
  - vii) Minimum distance from the centre of carriageway shall be fixed with the consultation of PD (Highway Safety) or Dy. Director (Maint) for each board.
  - viii) No hoardings or display shall be left in poor, damaged state.
- 9.13 The Media Advisor will deal with the subject matter at NHA HQ and Director (LM&IS) region with the coordination of GM (LM&IS) and Regional GM. Record of contracts will be maintained in both the two offices.
- 9.14 After award of contract, the contractor will start his work within one month on the allocated sites.
- 9.15 Regarding mobilization advance, earnest money and security deposit, the terms and conditions in these contracts will remain same as applicable in other Engineering Contracts.

- 9.16 In case of default by the contractor, the National Highway Authority or its representative will have the right to:-
- a) Confiscate, remove or allocate hoarding to the next lowest bidder/agency without further notice, if notices to the defaulter have been issued and grace period expired.
  - b) First month in default of payments or agreement, shall be considered as Grace period.
- 9.17 Payment of contract/lease amount by the advertising agency shall be made through Demand Draft in the name of “Chairman NHA” and directly sent to the GM (Finance) under intimation to the Chairman, NHA. Regional GM, GM (LM&IS) and Media Advisor. A separate account will be maintained in this head at NHA HQ.
- 9.18 Before installation each board will be inspected by the Dy. Director (Maintenance) of reach concerned who will ensure that the board is prepared in accordance with the terms and conditions of the contract, otherwise he will not allow to install the board and matter will be reported to the Regional GM. The Regional GM will take step for solution of the problem under intimation to all concerned.
- 9.19 A register will be maintained by the offices of Media Advisor, Director (IS) NHA HQ and Regional Director (LM&IS) in this regard as per proforma given at **Annexure-A**. A Monthly return statement will be submitted in the same proforma by Regional Director (LM&IS) by 5<sup>th</sup> of each month to the **Media Advisor and GM (LM&IS)** regularly.

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

Name of Owner/Company	Size of Board	Location where Board is intalled	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)

**REMOVAL OF ENCROACHMENTS**

- 10.1 Under Section 2 (g) of NHA Act, 1991, “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.
- 10.2 Under Rule 2 (c) of **“The National Highways and Strategic Roads (Control) Rules, 1998”**, “Encroachments” means setting up, laying erecting, excavating, constructing any type of building, structure, scaffolding, tower, pylon, transmission line, duct or any other similar structure within the Right of Way (ROW) or building line or in violation of Rule 3 of the said Rules without consent, in writing, of the National Highway Authority.
- 10.3(1) No person shall without the consent in writing of the Authority, erect any building or structure on land:-
- (i) Within seventy meters from centre line 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 a motorway and no industrial building within one thousand meters on either side of the centre line;
  - (iii) Within one thousand meters on either side of central 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 central line of the nearest carriageway in case of sections of a National Highway or strategic, road which is situated in municipal limits;

- 10.3(2) No such restrictions on ribbon development referred to in 10.3(1), shall apply in case of:-
- a) Any building 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; or
  - 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 to any competent authority before that date.
- 10.4(1) No person shall without the consent, in writing of the Authority construct or layout any means of access or from a National Highway, Strategic Road, motorway or any other road declared as such under the National Highway Authority Act, 1991.
- 10.4(2) No person shall without the consent in writing of the Authority construct or maintain any structure or make any excavation between a building line and the ROW.
- 10.5(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 within the building line/ROW shall apply to the Authority for grant of its permission.
- 10.5(2) The applicant shall furnish to the Authority such plans and other relevant information as it may require in this behalf.
- 10.5(3) The Authority shall subject to the no objection certificates from concerned departments and if satisfied that the permission to construct a means of access to or from the highway or to construct a building within the building line may be granted, inform the applicant accordingly, subject to such conditions as it may deem fit to impose.

- 10.5(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.
- 10.6(1) 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.
- 10.6(2) The cost to be recovered shall be the actual cost incurred in removing the encroachment and the peace keeping cost as may be determined by the Regional GM.
- 10.6(3) The Director (LM&IS) shall serve the person concerned with a notice through Dy. Director (Maint) concerned to pay the cost within such a period as may be specified by him in the notice.
- 10.6(4) 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.
- 10.7 The Dy. Director (Maintenance) shall ensure that encroachment (temporary or permanent) should be made within the ROW of National Highways within their respective jurisdiction.
- 10.8 Any encroachments noticed by the Dy. Director (Maint) shall immediately be reported to the Regional Director (LM&IS) under intimation to the Regional GM and GM (LM&IS) NHA HQ.
- 10.9 On receipt of such report, the Director (LM&IS) shall issue a notice **(Annexure-A)** to the encroacher for removal of such encroachments within such period as specified by him and period so specified shall not be less than 24 hours.



- 10.10 In case such person fails to comply with the notice within the period specified therein further action shall be taken in the light of Clause 10.6 above or if, situation demands, a civil suit in the competent court shall be filed for removal of encroachment and grant of stay order to stop the construction works.
- 10.11(1) The Regional Director (LM&IS) shall jointly visit the National Highways periodically with the Dy. Director (Maint) to check encroachments. They will remain in close coordination/liaison with the District Administration and Police Department for effective control on the encroachments.
- 10.11(2) The Dy. Director (Maint) will deploy an Inspector on full time basic to check and report the encroachments regularly without loss of time. Every Inspector of the unit will be responsible to report the encroachments of his reach to the Dy. Director at the initial stages of work of encroachments.
- 10.12 As for as possible, the Provincial Governments will be requested to delegate Magisterial Powers to the Director (LM&IS) and Dy. Directors (Maintenance) of NHA under CRPC for the purpose of removal of encroachments. The Regional GMs will approach/coordinate with the Provincial Authorities in this regard and get positive results.
- 10.13(1) There will be Regional Infrastructure and Road Safety Committee with the following formation:-
- |                            |            |
|----------------------------|------------|
| a) Regional GM             | - Chairman |
| b) Director (LM&IS)        | - Member   |
| c) Director (Maint)        | - Member   |
| d) Director (Construction) | - Member   |
- 10.13(2) The committee will meet on fortnightly basis to review the progress in respect of recoveries of lease rent from the concerned quarters and encroachments along the National Highways. The committee will pass necessary orders for removal of encroachments and recoveries of lease rent as per rules/agreements.

- 10.13(3) The Dy. Director (Maint) will send reports about encroachments and the Director (LM&IS)/Dy. Director (Accounts) will submit reports about recoveries to the committee.
- 10.13(4) The Director (LM&IS) shall also act as Secretary of the Committee and maintain all the relevant record.

**NATIONAL HIGHWAY AUTHORITY**

No \_\_\_\_\_

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 at \_\_\_\_\_ and whereas the said encroachment is liable to be removed 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 date) on behalf of the National Highway Authority.

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Head of the  
National Highway Authority**

**CROSSING OF UTILITIES IN ROW**

- 11.1 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 it construction. To avoid road cut for transverse passage of utilities, the Consultants/Project Directors must cater for such requirements in consultation with the local utility departments/district administration, by providing ducts/culverts at appropriate locations in the original design of the project.
- 11.2 The following procedures shall be adopted in all the NHA Regions, with immediate effect:-
- a. Procedure for thrust boring under highways without disturbing the surface/flow of traffic.
  - b. Procedure for road cut on macadamized roads where arrangements for thrust boring are not available.
- 11.3 A brief description of actions to be taken by the Regional NHA staff and the utility companies in connection with the handling of proposals for laying/crossing of utility lines under/across the highways without disturbing the flow of traffic is given below:-
- a) Submission of request/proposals by utilities companies for crossing of a national highway to the Regional General Manager alongwith 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 R.O.W and the prescribed ribbon in case the utility line is to be laid longitudinally in the prescribed ribbon.
- 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.

11.4 The Directors (LM&IS), (Maintenance) and Project Director or Dy. Director (Maint) concerned will visit site and give their recommendations to the General Manager Region whether laying of utility service is feasible or not. If the project is feasible the Regional Director (LM&IS) will give an offer to the utility company with the approval of Regional General Manager as per proforma given at **(Annexure-B)**.

- 11.5 On fulfilling/acceptance of the terms and conditions of the offer letter, the case alongwith complete documents will be forwarded with the clear recommendation by the Regional General Manager to the General Manager (LM&IS) for getting approval of the Chairman, NHA. The Director (IS) NHA HQ after examination will process the case either for approval of the Chairman, NHA or pass observation to Regional General Manager, if any, with the approval of GM (LM&IS). NOC will be issued with the approval of Chairman, NHA as per proforma given at **(Annexure-C)**. However, where cutting of road is not involved and length of a utility is not more than 300 meters, the Regional GM will approve the case for grant of NOC under intimation to NHA HQ.
- 11.6 The utility departments will pay annual lease rent to NHA at the rate prescribed with the approval of Chairman, NHA from time to time or on case to case basis.
- 11.7 The utility company/department after issuance of NOC will ensure the following:-
- i) Carriage, storage and safety of material/labour to be used for crossing of the road or laying of utility lines in the safe manners at its own risk and cost.
  - ii) 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.
  - iii) No disturbance to the traffic.
  - iv) Furnish a schedule of work and its methodology.

- 11.8 The Dy. Director (Maint)/Project Director will supervise the work of utility department and 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 Regional General Manager and GM (LM&IS) NHA, HQ, otherwise work at site will be stopped with the approval of Regional General Manager and NHA HQ will be informed accordingly.
- 11.9 On completion of work the utility department will submit following documents to the Dy. Director (Maint)/PD concerned:-
- i) As built drawing in triplicate which will be verified by Dy. Director/PD. Two copies of drawing will be sent to Regional General Manager by placing one copy to for record with Director (LM&IS) and the second will be sent to the General Manager (LM&IS) HQ.
  - ii) Certificate of completion of work.
- 11.10 Cutting of a macadamized 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 Head quarts, NHA periodically to assess/ascertain trends in the Regions.

- 11.11 The original record will be maintained in the offices of Director (LM&IS). Copies thereof will be maintained at HQ, NHA for statistical purposes.
- 11.12 The Regional Director (LM&IS) will ensure that annual lease rent from utility companies/departments is being received regularly by 15<sup>th</sup> of January each year. In case of failure for the payment of lease rent a fine will be charged to the utility department as prescribed in clause 7.8(2) of this manual.



**“GOVERNMENT OF PAKISTAN”**  
**MINISTRY OF COMMUNICATIONS**  
**NATIONAL HIGHWAY AUTHORITY**

Address  
Tel No.  
No.  
Dated:

To:

\_\_\_\_\_  
\_\_\_\_\_

Subject: **Offer letter for Grant of NOC for Laying of Pipe line 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. Completion of an undertaking as per proforma enclosed.
- b. Five years annual lease rent in advance will be paid by you through bank draft amounting to Rs. \_\_\_\_\_ and subsequently it will be paid before 15<sup>th</sup> of January each 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 receive to the road due to construction work will be borne by the company.
- i. In case of thrust boaring, it will be with appropriate equipments horizontally.
- j. The depth of pipe line/conduit will not be less than 2 meters under any circumstances.
- k. On completion of work “as built drawing” will be submitted to NHA before leaving etc.
- l. Your company will get NOC from all other concerned quarters.

2. Kindly furnish the requisite undertaking alongwith plans, 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.

**Director (LM&IS)**  
Regional

C.C.

GM (LM&IS) NHA Islamabad

**UNDERTAKING**

(On stamp paper of Rs. 50/-)

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

**Signature and  
Stamp of Notary  
Public**

**For an on behalf of  
Company**

**Date:**

**Managing Director  
(Company's Seal)**

**“GOVERNMENT OF PAKISTAN”**  
**MINISTRY OF COMMUNICATIONS**  
**NATIONAL HIGHWAY AUTHORITY**

Address  
Tel No.  
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 Director (LM&IS) \_\_\_\_\_, 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 strictly followed.

**Director (IS) NHA HQ**

**Copy to:-**

- 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 of the drawing to D.D (Maint)/PD concerned for monitoring the work.
- (3) One approved copy of the layout plan is enclosed herewith for your necessary action.
- (4) Please ensure compliance with the conditions governing the grant of NOC in the light of our offer letter already accepted by you.

Regional Dir (LM&IS)

For information, please