


# FORM OF ORDER SHEET

Court of \_\_\_\_\_

**Appeal No. 530/2024**


S.No.	Date of order proceedings	Order or other proceedings with signature of judge
1	2	3
1-	05/04/2024	<p>The appeal of Mr. Mir Azam Khan resubmitted today by Mr. Noor Muhammad Khattak Advocate. It is fixed for preliminary hearing before Single Bench at Peshawar on .Parcha Peshi given to the counsel for the appellant.</p> <p>By the order of Chairman</p> <p> REGISTRAR</p>

The appeal of Mr. Mir Azam Khan received today i.e. on 19.03.2024 is incomplete on the following score which is returned to the counsel for the appellant for completion and resubmission within 15 days.

- 1- According to sub-rule-4 of rule-6 of Khyber Pakhtunkhwa Service Tribunal rules 1974 respondent no. 1 & 2 are un-necessary/improper parties, in light of the rules ibid and on the written direction of the Worthy Chairman the above mentioned respondent number be deleted/struck out from the list of respondent.
- 2- Check list is not attached with the appeal.
- 3- Annexures of the appeal are unattested.
- 4- Affidavit is not attested by the Oath Commissioner.
- 5- Annexures-T & Y of the appeal are illegible be placed by legible/better one.
- 6- Three copies/sets of the appeal along with annexures i.e. complete in all respect for Tribunal and one for each respondent may also be submitted with the appeal.

No. 632 /S.T.

DC 21/3 /2024.

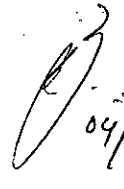
  
21/3/24

REGISTRAR  
SERVICE TRIBUNAL  
KHYBER PAKHTUNKHWA  
PESHAWAR.

Noor Muharrmad Khan Adv.  
High Court Peshawar.

R/No

Resubmitted after necessary  
completion.

  
09/9/24

**BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL**  
**PESHAWAR**

APPEAL NO. 530 /2024

**MIR AZAM KHAN**

**VS**

**GOVT: OF KP ETC**

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**APPELLANT**  
**THROUGH:**  
**NOOR MUHAMMAD KHATTAK**  
**ADVOCATE SUPREME COURT**

**BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL**

**PESHAWAR**

Khyber Pakhtunkhwa  
Service Tribunal

APPEAL NO. 530 /2024

Diary No. 11809

Dated 19-03-2024

Mr. Mir Azam Khan, Naib Qasid  
Khyber Area Development Project  
Jamrud Khyber District .....**APPELLANT**

**VERSUS**

- 1- The Government of Khyber Pakhtunkhwa through Chief Secretary Civil Secretariat, Peshawar.
- 2- The Secretary to Government of Khyber Pakhtunkhwa Establishment Department, Civil Secretariat, Peshawar.
- 3- The Secretary to Government of Khyber Pakhtunkhwa Finance Department Civil Secretariat Peshawar.
- 4- The secretary to Government of Khyber Pakhtunkhwa Planning and Development Department Civil Secretariat Peshawar.

..... **RESPONDENTS**

**APPEAL UNDER SECTION-4 OF THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL ACT, 1974 AGAINST THE IMPUGNED ADVICE OF FINANCE DEPARTMENT DATED 31-01-2024 AND INACTION OF THE OTHER RESPONDENTS BY NOT GRANTING PAY FIXATION TO THE APPELLANT FOR THE PURPOSE OF PENSION**

Filed to-day  
Registrar

**PRAYER:**

That on acceptance of this appeal the impugned advice of Finance Department dated 31/01/2024 may kindly be set aside and the respondents may kindly be directed to grant pay fixation to the appellant for the purpose of pension and other emoluments with all back benefits. Any other relief which this august Tribunal may deems fit may also be awarded in favour of the appellant.

**R/SHEWETH:**

**ON FACTS:**

**Brief facts giving rise on the present appeal are as under:**

1-

**BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL**  
**PESHAWAR**

APPEAL No. 530 /2024

Mr. Mir Azam Khan, Naib Qasid  
Khyber Area Development Project  
Jamrud Khyber District .....**APPELLANT**

**VERSUS**

- 1- The Secretary to Government of Khyber Pakhtunkhwa Finance Department Civil Secretariat Peshawar.
- 2- The Secretary to Government of Khyber Pakhtunkhwa Planning and Development Department Civil Secretariat Peshawar..... **RESPONDENTS**

**APPEAL UNDER SECTION-4 OF THE KHYBER**  
**PAKHTUNKHWA SERVICE TRIBUNAL ACT, 1974 AGAINST**  
**THE IMPUGNED ADVICE OF FINANCE DEPARTMENT**  
**DATED 31-01-2024 AND INACTION OF THE OTHER**  
**RESPONDENTS BY NOT GRANTING PAY FIXATION TO**  
**THE APPELLANT FOR THE PURPOSE OF PENSION**

**PRAYER:**

That on acceptance of this appeal the impugned advice of Finance Department dated 31/01/2024 may kindly be set aside and the respondents may kindly be directed to grant pay fixation to the appellant for the purpose of pension and other emoluments with all back benefits. Any other relief which this august Tribunal may deem fit may also be awarded in favour of the appellant.

**R/SHEWETH:**

**ON FACTS:**

**Brief facts giving rise on the present appeal are**  
**as under:**

1. That the appellant was initially recruited as Messenger through a Special Service Agreement with UNFDA SDEP Task Force under the United Nations Development Program(UNDP). Copy of agreement dated 15/10/1984 is attached as annexure.....**A**
2. That the appellant vide an agreement with the UNFDAC/SDEP Task Force Peshawar was recruited for the period from 01/07/1985 to 31/12/1985. Copy of the agreement dated 16/01/1985 is attached as annexure.....**B**
3. That the appellant through a special service agreement was adjusted in UNDP in a Special Development and Enforcement Plan for opium producing Area Peshawar. Copy of agreement dated 14/01/1986 is attached as annexure.....**C**
4. That vide a special service agreement with the Special Development Unit the appellant was appointed as Nab Qasid w.e.f the date of commencement of the project" UNDP" i.e. 01/07/1987. Copy of agreement is attached as annexure.....**D**
5. That vide a Special Service Agreement with the Special Development Unit the appellant was appointed as Nab Qasid w.e.f the date of commencement of the project" UNDP" i.e. 01/07/1988. Copy of agreement is attached as annexure.....**E**
6. That vide a Special Service Agreement with the Special Development Unit the appellant was appointed as Nab Qasid w.e.f the date of commencement of the project" UNDP" i.e. 01/07/1989. Copy of agreement is attached as annexure.....**F**
7. That vide a Special Service Agreement with the Special Development Unit the appellant was appointed as Nab Qasid w.e.f the date of commencement of the project "UNDP" i.e. 01/07/1990. Copy of agreement is attached as annexure.....**G**
8. That vide a Special Service Agreement with the Special Development Unit the appellant was appointed as Nab Qasid w.e.f the date of commencement of the project" UNDP" i.e. 01/07/1991. Copy of agreement is attached as annexure.....**H**
9. That vide a Special Service Agreement with the Special Development Unit the appellant was appointed as Nab Qasid w.e.f the date of commencement of the project" UNDP" i.e. 01/07/1992. Copy of agreement is attached as annexure.....**I**

10. That vide a Special Service Agreement with the Special Development Unit the appellant was appointed as Nab Qasid w.e.f the date of commencement of the project "UNDP" i.e. 01/07/1993. Copy of agreement is attached as annexure.....J
11. That the appellant was appointed as Naib Qasid vide a special Service Agreement w.e.f 01/07/1994 in the Social Development Unit (SDU). Copy of agreement is attached as annexure.....K
12. That through a special service agreement the services of the appellant was acquired by the Special Development Unit (SDU) to work as Naib Qasid with effect from the commencement date i.e. 01/07/1995. Copy of agreement is attached as annexure.....L
13. That vide a special service agreement the services of the appellant were hired as Naib Qasid on commencement w.e.f. 01/07/1996. Copy of special service agreement is attached as annexure.....M
14. That through a Special Service Agreement the appellant was engaged Naib Qasid in the Special Development Unit (SDU) commenced from 01/07/1997. Copy of agreement is attached as annexure.....N
15. That through a Special Service Agreement the appellant was engaged Naib Qasid in the Special Development Unit (SDU) commenced from 01/07/1998. Copy of agreement is attached as annexure.....O
16. That the appellant was recruited as Naib Qasid through a special service agreement by the Special Development Unit (SDU) with effect from the date of its commencement i.e. 01/07/1999. Copy of Special Service Agreement is attached as annexure.....P
17. That the appellant was appointed as Naib Qasid w.e.f the commencement date i.e. 01/07/2000 of the project Special Development Unit(SDU) Copy of Special Service Agreement is attached as annexure.....Q
18. That on 01/03/2002 the appellant was appointed as Naib Qasid (BPS-01) in the Khyber Area Development Project, Khyber



Agency. Copy of appointment order dated 07/03/2002 is attached as annexure.....R

19. That on 13/01/2022 the Provincial Government of Khyber Pakhtunkhwa has promulgated the Khyber Pakhtunkhwa (Regularization of Services of employees of erstwhile Federally Administered Tribal Areas) Act, 2021. Copy of the ibid Act dated 13/01/2022 is attached as Annexure.....S

20. That in light of the aforementioned enactment on 30/06/2022 the services of the appellant were regularized w.e.f 13-01-2022. Copy of notification dated 30/06/2022 is attached as annexure.....T

21. That the Government of Khyber Pakhtunkhwa Planning & Development Department has issued an order dated 22/10/2023, whereby the appellant stands retired from government service on 03/10/2023 on attaining the age of superannuation. Copy of order dated 12/10/2023 is attached as.....U

22. That upon the retirement the appellant moved a departmental appeal for release of pension to the Planning & Development Department and the application of the appellant was passed on to the Finance Department for seeking advice on the point as to whether the appellant is eligible for pension alongwith other benefits by counting his previous service rendered by him as project employee. Copy of Departmental appeal and letter dated 27/12/2023 are attached as annexure.....V & W

23. That on receipt of the aforesaid letter Finance Department denied the claim of the appellant on the ground that his total length of service is one year and 09 months. Copy of Finance Department's letter dated 31/01/2024 is attached as annexure.....X

24. That appellant feeling aggrieved from the inaction of the respondents filed the instant appeal on the grounds inter alia as under :-

**Grounds:-**

A- That the appellant has not been treated in accordance with law and rules by the respondent Department on the subject

noted above and as such the respondents violated Article 4 and 25 of the Constitution of Islamic Republic of Pakistan 1973.

- B- That according to Article 38 (e) of the Constitution of Islamic Republic of Pakistan, 1973 the state is bound to reduce disparity in the income and earning of individuals including persons in the services of the federation, therefore in light of the said Article the appellant is fully entitle for promotion to the said post when it became sanctioned/created.
- C- That the appellant has been discriminated on the subject noted above and as such the respondents violated the principle of natural justice.
- D- That under rule 2.3 of the West Pakistan Pension Rules 1963 continuous temporary and officiating service rendered for a period of more than five years shall count for pension.
- E- That under Article 371 (A) CSR a Government servants borne on temporary establishments who have rendered continuous temporary service for more than 5 years shall count such service for the purpose of pension or gratuity excluding broker periods of temporary service, if any, rendered previously. Moreover, Temporary and officiating service followed by confirmation which does not qualify for pension under the rules shall also count for pension or gratuity subject to the exclusion of the broker periods of temporary or officiating service, if any.
- F- That Article 418,419,420 of CSR are crystal clear on the subject and the appellant deserves to get pensionary benefits.
- G- That besides above rules, FR 22 of the Fundamental Rules is very much relevant on the issue and the appellant is fully entitle for pensionary benefits with effect from the date of his first appointment.
- H- That even the daily wages employees are entitled to pensionary benefits upon regularization as such the appellant fully qualifies the criteria.
- I- That in a similar nature case, Finance Department vide a notification dated 22/06/2019 has accorded sanction of regularization of fixed pay of Class-IV employees appointed on


the policies by extending them the status of civil servant as per Civil Servants Act 1973 from the date of first appointment instead of the date of regularization .Copy of notification dated 22/05/2019 is attached as annexure.....Y


J- That vide another letter Finance Department has granted pensionary benefits by counting their previous service rendered being not regular employee as such the contractual services of the appellatant towards regular service also qualifies for the purpose of pension. Copy of letter dated 26/07/2023 is attached as annexure.....Z

K- That appellatant seeks permission to advance other grounds and proofs at the time of hearing.

It is therefore most humbly prayed that the appeal of the appellatant may be accepted as prayed for.

Dated: -03-2024

THROUGH:   
APPELLANT  
NOOR MUHAMMAD KHATTAK  
ADVOCATE SUPREME COURT

&   
KHANZAD GUL  
ADVOCATES HIGH COURT

**AFFIDAVIT**

I, Mr. Mir Azam Khan, Naib Qasid, (the appellatant), do hereby solemnly affirm on oath that the contents of the above appeal are true and correct to the best of my knowledge and believe and nothing has been concealed from this Honorable Tribunal.

  
DEPONENT

MA-7-1

Index Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 Day: 15 Month: 10 Year: 1984

NEW YORK  
**SPECIAL SERVICE AGREEMENT**

**PART A.**

MEMORANDUM of AGREEMENT made on the above date between the UNITED NATIONS and

Name	Address
Mr. Mir Azam (hereinafter referred to as the subscriber)	c/o UNFDAC SDEP Task Force, Peshawar

WHEREAS the United Nations desires to engage the services of the subscriber on the terms and conditions hereinafter set forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the United Nations on the said terms and conditions,

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber shall perform the services according to the schedule which forms a part of this contract. (See reverse)

Commencement Date	Expiration Date
12.9.1984	11.12.1984

2. **DURATION OF AGREEMENT** - This agreement shall commence on the above-noted commencement date, and shall expire on the satisfactory completion of the services described above, but not later than the above-noted expiration date, unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 7 days' notice in writing of its intention to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the United Nations on a pro rata basis.

Department	Code
JNFDAC SDEP Task Force, Peshawar AD/GLO/84/112	

3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, the United Nations shall pay the subscriber upon certification by the above-named department that the services have been satisfactorily performed, the sum of

Rs. 708.00 per month

4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a staff member of the United Nations.

5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

6. **TITLE RIGHTS** - The title rights, copyright rights, and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested exclusively in the United Nations.

7. **UNPUBLISHED INFORMATION** - The subscriber shall not communicate to any person or other entity any unpublished information made known to him by the United Nations in the course of performing his obligations under the terms of this agreement except upon authorization by the United Nations.

8. **OTHER REMARKS.**

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

UNITED NATIONS (Competing Officer)	(Office of Personal Services)	(Subscriber)
BY: Muntaz Iqbal	Bomapala Wijayasingha	Mir Azam Mir Azam

Place: Islamabad	Date: 15.10.1984	Place: Peshawar	Date:
Allotment Account No. 3-RD 1000-PAK-00-40092-034	Project Symbol:	M.O.D. No.	Nationality: Pakistan
		Code	

**NOTE:** The United Nations undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the United Nations to the subscriber.

-8-

SPECIAL SERVICE AGREEMENT

PART B.

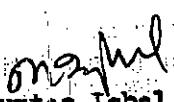
NATURE OF SERVICES -NOTE: This schedule is an integral part of the Special Service Agreement and must be duly completed.

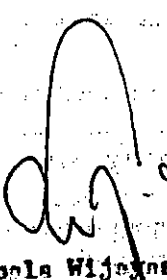
Messenger

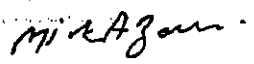
Duties and responsibilities:

Under the supervision of the Administrative Officer, to whom he reports, the incumbent:

- a) collects and distributes mail in the office;
- b) cleans office desks and tables;
- c) prepares and serves tea, cleans tea service;
- d) operates and maintains the photo copier;
- e) takes no leave without prior permission;
- f) performs other duties which may be assigned to him by his supervisor.

  
Muntaz Iqbal  
(Certifying Officer)

  
Esmatola Wijayasingha  
(Office of Personnel Services)

  
Mir Azem  
(Subscriber)

15.10.1984  
(Date)

-9- "B" 10

**SPECIAL DEVELOPMENT AND ENFORCEMENT PLAN  
FOR OPIUM-PRODUCING AREAS  
(S D E P)**

Telephone: 40949

8, Railway Road,  
University Town, Peshawar.

16.1.1985

to : Mr. Wijayasingha,  
ARR, UNDP, Islamabad.

from : Jan Poullisse,  
Deputy Coordinator, SDEP Task Force, Peshawar.

subject: SSA's of: Mr. Muhammad Amin, Driver  
Mr. Jamdad Khan, Driver  
Mr. Noor Din, Driver  
Mr. Faqir Muhammad, Gardener  
Mr. Muhammad Sharif, Watchman  
Mr. Rafiq Masih, Cleaner  
Mr. Mir Azam, Messenger

I enclose signed copies of Special Service Agreements for the above mentioned persons recruited for the UNFDAC/SDEP Task Force, Peshawar.

cc: Mr. G.U. Day.

NEW YORK

-10-

Index Number	Date		
	Day	Month	Year
	8	1	1985

SPECIAL SERVICE AGREEMENT

PART A.

MEMORANDUM of AGREEMENT made on the above date between the UNITED NATIONS and

Name	Address
Mr. Mir Azam	c/o UNFDAC SDEP Task Force, Peshawar

(hereinafter referred to as the subscriber)

WHEREAS the United Nations desires to engage the services of the subscriber on the terms and conditions hereinafter set forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the United Nations on the said terms and conditions,

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. NATURE OF SERVICES - The subscriber shall perform the services according to the schedule which forms a part of this contract. (See reverse)

Commencement Date	Expiration Date
1.1.1985	30.6.1985

2. DURATION OF AGREEMENT - This agreement shall commence on the above-noted commencement date, and shall expire on the satisfactory completion of the services described above, but not later than the above-noted expiration date, unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party \_\_\_ days' notice in writing of its intention to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the United Nations on a pro rata basis.

Department	Code
UNFDAC SDEP Task Force, Peshawar	AD/GLO/84/112

3. CONSIDERATION - As full consideration for the services performed by the subscriber under the terms of this agreement, the United Nations shall pay the subscriber upon certification by the above-named department that the services have been satisfactorily performed, the sum of

Rs. 797.00 per month

4. STATUS OF THE SUBSCRIBER - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a staff member of the United Nations.

5. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

6. TITLE RIGHTS - The title rights, copyright rights, and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested exclusively in the United Nations.

7. UNPUBLISHED INFORMATION - The subscriber shall not communicate to any person or other entity any unpublished information made known to him by the United Nations in the course of performing his obligations under the terms of this agreement except upon authorization by the United Nations.

8. OTHER REMARKS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

UNITED NATIONS (Authorizing Officer)	(Office of Personnel Services)	(Subscriber)
BY: Abdul Aziz	Somapala Wijayasingha	Mir Azam <i>Mir Azam</i>
Place: Islamabad	Date: 1.1.1985	Place: Peshawar

Allotment Account No. 3RD1000-PAK-00-400092	Project Symbol: 036	M.O.D. No.	Nationality: Pakistan	Code
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NOTE: The United Nations undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the United Nations to the subscriber.

Copy 1: SUBSCRIBER

-11-

UNITED NATIONS  NATIONS UNIES  
NEW YORK

SPECIAL SERVICE AGREEMENT

PART B.


NATURE OF SERVICES -NOTE: This schedule is an integral part of the Special Service Agreement and must be duly completed.

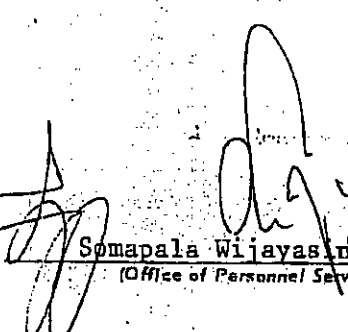
Messenger - UNFDAC SDEP Task Force, Peshawar


Duties and Responsibilities:

Under the supervision of the Administrative Officer, to whom he reports, the incumbent:

- a) collects and distributes mail in the office;
- b) cleans office desks and tables;
- c) prepares and serves tea, cleans tea service;
- d) takes no leave without prior permission;
- e) operates and maintains the photo copier;
- f) performs other duties which may be assigned to him by his supervisor.

  
Abdul Aziz  
(Certifying Officer)

  
Somapala Wijayasingha  
(Office of Personnel Services)

  
Mir Azam  
(Subsector)

8.1.1985

(Date)



-12-

"C"

5

Special Service Agreement No.

UNDP OFFICE IN Peshawar, PAKISTAN

MEMORANDUM OF AGREEMENT MADE THIS 14 day of January 19 86 between the United Nations Development Programme (hereinafter referred to as "UNDP") and Mr. Mir Azam (hereinafter referred to as "the subscriber") whose address is c/o Special Development and Enforcement Plan for Opium-Producing Areas, Peshawar.

WHEREAS UNDP desires to engage the services of the subscriber on the terms and conditions hereinafter set forth, and

WHEREAS the subscriber is ready and willing to accept this engagement of service with UNDP on the said terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. STATUS OF THE SUBSCRIBER

The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a staff member of UNDP.

2. NATURE OF SERVICES

The subscriber shall perform the services described hereunder.

Duties

Messenger, SDEP, Peshawar

Work schedule

37½ hrs per week

3. DURATION OF AGREEMENT (6 months)

This agreement shall commence on the 1 day of January 1986 1986, and shall expire on the satisfactory completion of the services described above, but not later than the 30 day of June 1986 subject to the provision of Article 9 below.

4. CONSIDERATION

As full consideration for the services performed by the subscriber under the terms of this agreement, and subject to the provision of Article 9 below, UNDP will pay the subscriber upon certification that the services have been satisfactorily performed the sum of Rs. 859.00 per month.

(In figures)

(Rupees eight hundred fifty nine only)

(In words)

No statement of earnings will be issued by UNDP to the subscriber. The subscriber is responsible for any taxes levied on the monies received under this agreement.

5. PARTICIPATION IN NATIONAL SOCIAL SECURITY SCHEME

UNDP shall make provision for payment of the employer's share of the contributions for the coverage of the subscriber under the national social security scheme, if any, and the subscriber shall be responsible for payment of his share of contributions, as required.

6. COMPENSATION FOR SERVICE-INCURRED INJURY

In the event of injury, illness or death attributable to the performance of service on behalf of UNDP under the terms of this agreement and for which no compensation shall be payable to the subscriber or his legal representative under the national social security scheme, the subscriber shall be eligible for compensation equivalent to that which would be payable under Appendix D to the Staff Rules of the UN to a staff member of UNDP of similar level; such compensation to be determined by UNDP on the basis of those Staff Rules.

7. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER

(a) The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

(b) The subscriber shall be solely liable for claims by third parties arising from the subscriber's own negligent acts or omissions in the course of performing this agreement, and under no circumstance shall UNDP be held liable for such claims by third parties.

(c) The title rights, copyright, and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested exclusively in UNDP.

8. UNPUBLISHED INFORMATION

The subscriber shall not communicate to any person or other entity any unpublished information made known to him by UNDP in the course of performing his obligations under the terms of this agreement except upon authorization by UNDP.

9. TERMINATION

Either party may terminate this agreement at any time by giving the other party 7 day's notice in writing of its intention to do so. In the event of such termination the subscriber shall be compensated for the actual amount of work performed to the satisfaction of UNDP on a pro rata basis.

10. ARBITRATION

Any dispute arising out of or in connexion with this agreement shall be submitted to arbitration in New York by a single arbitrator agreed to by both parties, if attempts at settlement by negotiation will have failed. If the parties are unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, either party may request the appointment of the third arbitrator by the President of the UN Administrative Tribunal. The arbitrator (s) shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

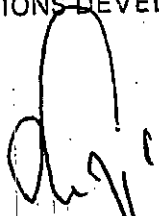
-15-

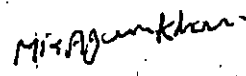
2

11. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

UNITED NATIONS DEVELOPMENT PROGRAMME

  
By Somapala Wijeyasingha  
(Resident Representative)  
(Name and Signature)

  
Mir Azam  
(Subscriber)

Allotment Account Number: PAK/85/373 - SDEP

"D"  
-16-

SPECIAL DEVELOPMENT UNIT  
PAK/85/373  
Peshawar

PART A

SPECIAL SERVICE AGREEMENT

DD MM YY  
01 07 87

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mr. Mir Azam

Address: SDEP 8 Railway Road  
University Town Peshawar

Title of Job: Messenger  
(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter set forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. NATURE OF SERVICES - The subscriber will perform the services according to the schedule which forms a part of this contract.

Commencement Date 01-07-1987

2. DURATION OF AGREEMENT - This agreement shall commence on the above noted commencement date and will continue till the life of the Project. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intimation to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rate basis.

3. CONSIDERATION - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed, the sum of Rs. 859.00 in BPS 1 with usual benefits sanctioned by the Government to Government Servants from time to time.
4. STATUS OF THE SUBSCRIBER - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.
5. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

The subscriber shall be on probation for an period of three months from the date of joining duty.

TITLE RIGHTS - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.

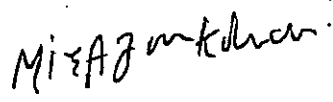
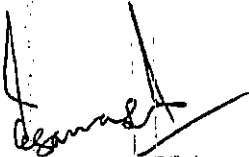
LEAVE - The subscribers are entitled to a maximum of 40 days leave. (Casual, Medical all inclusive).

UN-PUBLISHED INFORMATION - In case of any dispute decision of the Project Director/Director General SDU will be final.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

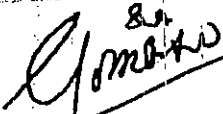
(Certifying Officer)

(Subscriber)



(FAZAL-I-MAQSOOD)  
ADMINISTRATOR SDU

(MIR AZAM)



Countersigned by

(GHULAM DASTGIR AKHTAR)  
CHIEF SDU

Place Peshawar date 1.7.87

Note:

The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

"E" E  
-18-

SPECIAL DEVELOPMENT UNIT

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/88

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.

3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (600-13-860) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

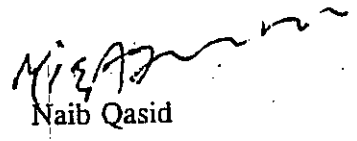
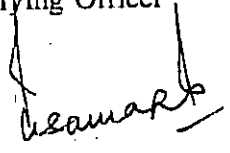
**RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer

(Subscriber)



Administrator, SDU.

Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.



SPECIAL DEVELOPMENT UNIT

"F"  
-20-

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/89

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.

3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (600-13-860) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

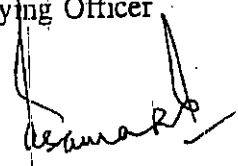
6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.

7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).

8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

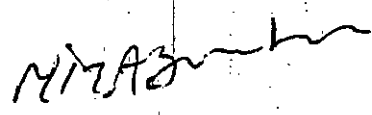
In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer



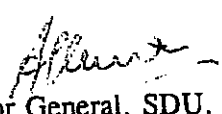
Administrator, SDU.

(Subscriber)



Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

"9"  
-22-

SPECIAL DEVELOPMENT UNIT

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/90

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.

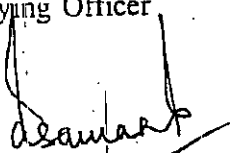
3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (600-13-860) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

**RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

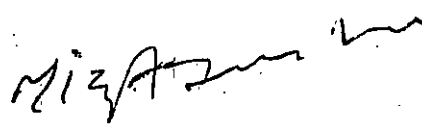
In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer



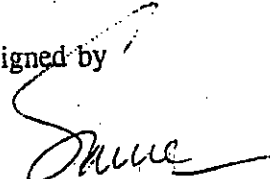
Administrator, SDU.

(Subscriber)



Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

SPECIAL DEVELOPMENT UNIT

11 H<sup>(2)</sup>  
-24-

SPECIAL SERVICE AGREEMENT

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/91

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.

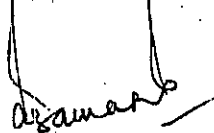
3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (920-26-1310) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

**RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

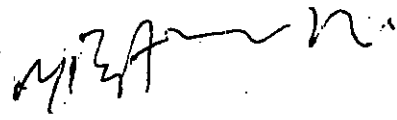
In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer



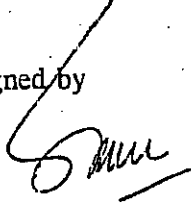
Administrator, SDU.

(Subscriber)



Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

SPECIAL DEVELOPMENT UNIT

SPECIAL SERVICE AGREEMENT

"I"

-26-

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/92

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions thereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.

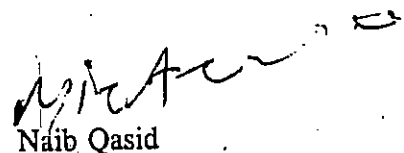
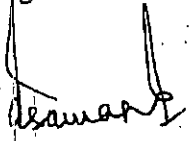
3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (920-26-1310) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

- 5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer

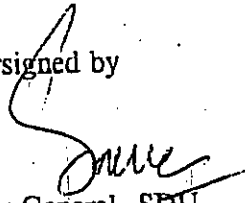
(Subscriber)



Administrator, SDU.

Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.



"J"  
- 28 -

SPECIAL DEVELOPMENT UNIT

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/93

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

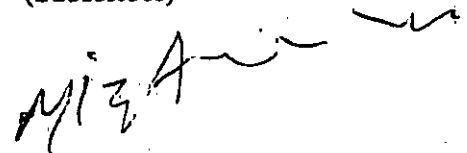
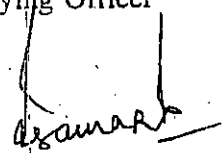
1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.  
  
In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.
3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (920-26-1310) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

- 5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer

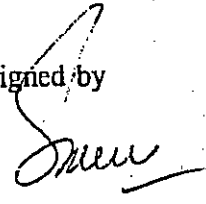
(Subscriber)



Administrator, SDU.

Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

"K"  
- 30 -

SPECIAL DEVELOPMENT UNIT

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/94

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.

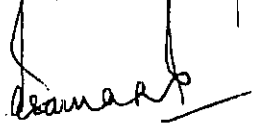
In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.

3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (1245-35-1770) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

- 5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer



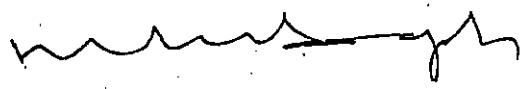
Administrator, SDU.

(Subscriber)



Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

11 L  
d-32-

SPECIAL DEVELOPMENT UNIT

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/95

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

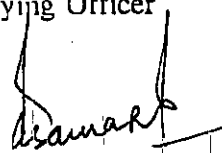
WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

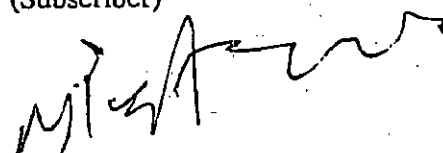
NOW, THEREFORE, the parties hereto hereby agree as follows:

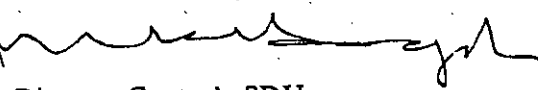
1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.  
  
In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.
3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (1245-35-1770) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

- 5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer  
  
 Administrator, SDU.

(Subscriber)  
  
 Naib Qasid

Countersigned by  
  
 Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

SPECIAL DEVELOPMENT UNIT

"M"  
-34-

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/96

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

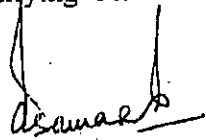
NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.  
  
In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.
3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (1245-35-1770) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

- 3. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

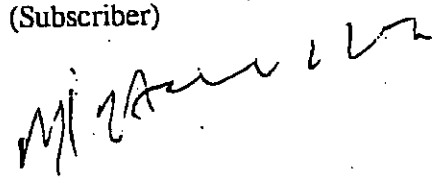
In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer



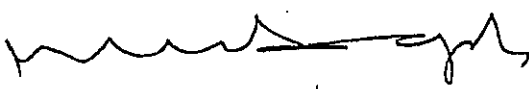
Administrator, SDU.

(Subscriber)



Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.



"N"  
-36-

SPECIAL DEVELOPMENT UNIT

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/97

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.

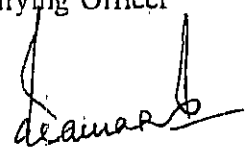
In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.

3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (1245-35-1770) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

- 5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

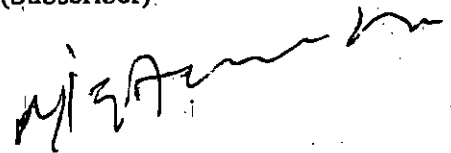
In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer




Administrator, SDU.

(Subscriber)



Naib Qasid

Countersigned by



Director General, SDU.

Place Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

SPECIAL DEVELOPMENT UNIT

" 0 "

SPECIAL SERVICE AGREEMENT

-38-

MEMORANDUM OF AGREEMENT made on the above date between the SDU and

Name: Mir Azam  
Address: Vill. Piari Payan, Teh. & Distt. Peshawar.  
Title of Job: Naib Qasid  
Commencement Date: 1/7/98

(hereinafter referred to as the subscriber) :

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions thereafter said forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **NATURE OF SERVICES** - The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT** - This agreement shall commence on the above noted commencement date. It shall continue thereafter unless sooner terminated under the terms of this agreement. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intention to do so.

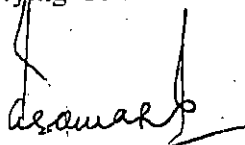
In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for the actual amount of work performed to the satisfaction of the SDU on a pro rata basis.

3. **CONSIDERATION** - As full consideration for the services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactorily performed in BPS-1, (1245-35-1770) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF THE SUBSCRIBER** - The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

- 5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER** - The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 6. **TITLE RIGHTS** - The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.
- 7. **LEAVE** - The subscribers are entitled to a maximum of 40 days leave, (Casual, Medical all inclusive).
- 8. **UN-PUBLISHED INFORMATION** - In case of any dispute decision of the Director General, SDU will be final.

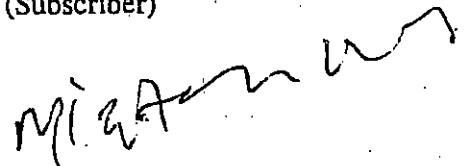
In Witness Whereof, the parties hereto have executed this agreement.

Certifying Officer



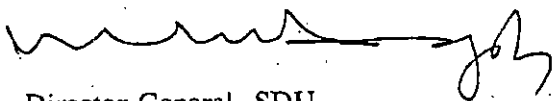
Administrator, SDU.

(Subscriber)



Naib Qasid

Countersigned by



Director General, SDU.

Place: Peshawar date:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

(P)  
-40-

## SPECIAL DEVELOPMENT UNIT

### SPECIAL SERVICE AGREEMENT

MEMORANDUM OF AGREEMENT made on the above dated between the SDU and

**NAME:** Mir Azam Khan  
**ADDRESS:** Village Piari Payan, Peshawar.  
**TITLE OF JOB:** Naib Qasid  
**COMMENCEMENT DATE:** 1/7/1999

(hereinafter referred to as the subscriber):

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter set forth and

WHEREAS, the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agrees as follows:

1. **NATURE OF SERVICES:** The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT:** This agreement shall commence on the above noted commencement date and will continue till the life of the project. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intimation to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for her actual amount of work performed to the satisfaction of the SDU on a pro rate basis.

3. **CONSIDERATION:** As full consideration for there services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactory performed, in BPS-1 (1245-35-1770) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF SUBSCRIBER:** The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

5. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER:- The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

The subscriber shall be on probation for an period of three months from the date of joining duty.

6. TITLE RIGHTS: The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.

7. LEAVE: The subscriber are entitled to a maximum of 40 days leave, (casual, medical all inclusive).

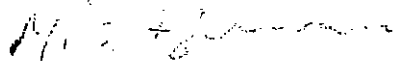
8. UN-PUBLISHED INFORMATION: In case of any dispute decision of the Director General SDU will be final.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

(Certifying Officer)

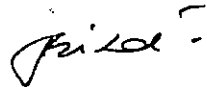
(Subscriber)

(FAZAL-I-MABOOD)  
Administrator, SDU.



Naib Qasid

Countersigned by



Director General, SDU.

Place: Peshawar dated:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

[AGREE/GEN]

**SPECIAL DEVELOPMENT UNIT**

"Q"  
-42-

**SPECIAL SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made on the above dated between the SDU and

**NAME:** Mir Azam Khan  
**ADDRESS:** Village Piar Payan, Peshawar.  
**TITLE OF JOB:** Naib Qasid  
**COMMENCEMENT DATE:** 1/7/2000 - 31/3/2000

(hereinafter referred to as the subscriber):

WHEREAS the SDU desires to engage the services of the subscriber on the terms and conditions hereinafter set forth and

WHEREAS, the subscriber is ready and willing to accept this engagement of service with the SDU on the said terms and conditions.

NOW, THEREFORE, the parties hereto hereby agrees as follows:

1. **NATURE OF SERVICES:** The subscriber will perform the services according to the schedule which forms a part of this contract.
2. **DURATION OF AGREEMENT:** This agreement shall commence on the above noted commencement date and will continue till the life of the project. Either party may terminate this agreement at any time by giving the other party 15 days notice in writing of its intimation to do so.

In the event of this agreement being terminated prior to its due expiration date, the subscriber shall be compensated for her actual amount of work performed to the satisfaction of the SDU on a pro rate basis.

3. **CONSIDERATION:** As full consideration for there services performed by the subscriber under the terms of this agreement, SDU shall pay the subscriber upon certification by the above named department that the services have been satisfactory performed, in BPS-1 (1245-35-1770) with usual benefits sanctioned by the Government to Government Servants from time to time.
4. **STATUS OF SUBSCRIBER:** The subscriber shall be considered as having the legal status of an independent contractor. The subscriber shall not be considered in any respect as being a permanent staff member of the SDU.

5. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER: The rights and obligations of the subscriber are strictly limited to the terms and conditions of this agreement. Accordingly, the subscriber shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.

The subscriber shall be on probation for an period of three months from the date of joining duty.

6. TITLE RIGHTS: The title rights, copy rights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested in the SDU.

7. LEAVE: The subscriber are entitled to a maximum of 40 days leave, (casual, medical all inclusive).

8. UN-PUBLISHED INFORMATION: In case of any dispute decision of the Director General SDU will be final.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

(Certifying Officer)

(Subscriber)

(FAZAL-I-MABOOD)  
Administrator, SDU.

*M. Z. T. I.*

Naib Qasid

Countersigned by

*[Signature]*

Director General, SDU.

Place: Peshawar dated:

Note: The SDU undertakes no responsibility for taxes payable by the subscriber on payments made under this contract. No statement of earnings will be issued by the SDU.

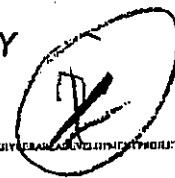
[AGREE/GEN]





44-11 R

**KHYBER AREA DEVELOPMENT PROJECT, JAMRUD, KHYBER AGENCY**  
**PHONE (091) 8270186-7, FAX (091) 8270186**  
**E-mail: Khyber\_Project@yahoo/@hotmail.com**



Memorandum of Agreement made on 01.03.2002 between the KADP

**And Name:** *Mir Azam*      **Address:** *C/O SDU Peshawar*

**Title of Job:** *Naib Qasid*  
(Hereinafter referred to as the subscriber):

WHEREAS the KADP desires to engage the services of the subscriber on the terms and conditions hereinafter set forth and

WHEREAS the subscriber is ready and willing to accept this engagement of service with the KADP on the said terms and conditions.

Now, therefore, the parties hereto hereby agree as follows:

**Post:**      Naib Qasid (BPS-1)

**Place of Posting:**      SDU Peshawar office or anywhere within or outside Pakistan as the competent authority may decide.

**Period of contract:**      One year from the date of assumption of charge with 3 months probation period, on satisfactory performance contract will be extended up to the Project life.

**Pay:**      Pay would be fixed in BPS (1) at a stage equal to the pay in lower scale i.e. BPS (1) in term of fundamental rule 22 read with Fin. Div. O.M. No. D.438-R 4/75, F. 2(31) RI-75, dated 18.06.1975 and Power conferred under financial rules Vol. II, para 41 and 27, App. IV, 27 (C) and rule 10 of N.W.F.P Govt. Servants pay revision rules 1978 read with para 3 of Finance Department Govt. of N.W.F.P circular letter No: F.D.S.O(PRC)1-1/97 dated 16.03.1999.

**Allowance:**      Allowances admissible to government servants from time to time.

**Travelling:**      As admissible to the civil servants of the corresponding pay scale under the rules.

**Seniority:**      This contract appointment does not confer any right for being placed in the gradation /seniority list of the cadre/group to which the subject post belongs.

-45- ②

Medical Facilities:

As admissible to officials of the federal Government under the rules.

Pension:

Service rendered under this contract shall not qualify for a pension or gratuity. Pension in receipt of previous service, if any, shall continue to be drawn in addition to pay

General Provident Fund:

No contribution towards G.P Fund shall be required.

Conduct and Discipline:

Rules made and instructions issued by the Government Authority as for civil servants under Section 15, 16 of the Civil Servants Act, 1973 as amended from time to time shall apply.

Appeal:

Civil Servants (Appeal) Rules, 1977 with amendments if any shall apply.

Termination of contract:

The appointment during the period of contract shall be liable to termination on thirty days notice on either side or payment of basic pay in lieu thereof, on submission of grounds for termination. Appeal against termination by the employer could be made to the next higher authority.

Whole time employment  
Posting and transfer:

Whole time of the contract appointee would be at the disposal of the Government. He may be employed in any manner required by appropriate Authority without claim for additional remuneration. He shall at all time obey the rules prescribed for the time being for the regulation of the service or cadre to which the post in which he has been employed belongs.

Other Matters:

In respect of other matters not specified in these contract rules, regulations as applicable to Federal Civil Servants shall apply.

In witness whereof, the parties hereto have executed this agreement.

(Certifying Officer)

(Subscriber)

Project Manager  
Khyber Area Development Project  
Jamrud, Khyber Agency

Countersigned by

Project Director  
Khyber Area Development Project  
Jamrud, Khyber Agency

PLACE: Jamrud, Khyber Agency

DATE: 01.03.2002

EXTRAORDINARY  
GOVERNMENT



REGISTERED NO. PIII

G A Z E T T E

# KHYBER PAKHTUNKHWA

Published by Authority

PESHAWAR, THURSDAY, 13<sup>th</sup> JANUARY, 2022.

PROVINCIAL ASSEMBLY SECRETARIAT  
KHYBER PAKHTUNKHWA

## NOTIFICATION

Dated Peshawar, the 13<sup>th</sup> January, 2022.

No. PA/Khyber Pakhtunkhwa/Bills-182/2022/745.— The Khyber Pakhtunkhwa (Regularization of Services of Employees of Erstwhile Federally Administered Tribal Areas) Bill, 2021 having been passed by the Provincial Assembly of Khyber Pakhtunkhwa on 31<sup>st</sup> December, 2021 and assented to by the Governor of the Khyber Pakhtunkhwa on 07<sup>th</sup> January, 2022 is hereby published as an Act of the Provincial Legislature of the Khyber Pakhtunkhwa.

**THE KHYBER PAKHTUNKHWA (REGULARIZATION OF SERVICES OF EMPLOYEES OF ERSTWHILE FEDERALLY ADMINISTERED TRIBAL AREAS) ACT, 2021.**  
**(KHYBER PAKHTUNKHWA ACT NO. I OF 2022)**

*(First published after having received the assent of the Governor of the Khyber Pakhtunkhwa in the Gazette of the Khyber Pakhtunkhwa, (Extraordinary), dated the 13<sup>th</sup> January, 2022).*

AN  
ACT

*to provide for the appointment and regularization of services of certain employees appointed on contract basis against project posts in the erstwhile Federally Administered Tribal Areas.*

WHEREAS it is expedient to provide for the appointment and regularization of services of certain employees appointed on contract basis against project posts in the erstwhile Federally Administered Tribal Areas:

It is hereby enacted by the Provincial Assembly of Khyber Pakhtunkhwa as follows:

1. **Short title, application and commencement.**—(1) This Act may be called the Khyber Pakhtunkhwa (Regularization of Services of Employees of Erstwhile Federally Administered Tribal Areas) Act, 2021.

(2) It shall apply to all the employees as defined in clause (d) of sub-section (1) of section 2 of this Act.

(3) It shall come into force at once.

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2.

**Definitions.**--- (1) In this Act, unless the context otherwise requires:-

- (a) **"Commission"** means the Khyber Pakhtunkhwa Public Service Commission;
- (b) **"Departmental Selection Committee"** means a Departmental Selection Committee, constituted for the purpose of making selection for appointment to project post under a Department or office in the erstwhile Federally Administered Tribal Areas;
- (c) **"Government"** means the Government of Khyber Pakhtunkhwa;
- (d) **"employees"** means a person, who was appointed on contract basis, as per project policy, to a project post, in the erstwhile Federally Administered Tribal Areas, and such post was duly reflected in PC-I of that project, and who possess the prescribed qualification, training and experience for the said post at the time of such appointment;
- (e) **"Department"** means a Government Department, as defined in the Khyber Pakhtunkhwa Government Rules of Business, 1985;
- (f) **"law or rules"** means the law or rules, for the time being in force, governing the selection and appointment of civil servants;
- (g) **"project"** means a perpetual nature project in the erstwhile Federally Administered Tribal Areas, the continuation of which and conversion to regular budget is essential for service delivery, duly identified by the Departments and reflected in the Schedule;
- (h) **"project post"** means a post in the project; and
- (i) **"Schedule"** means a Schedule appended to this Act.

(2) The expression "contract appointment" shall have the same meaning as respectively assigned to them in the Khyber Pakhtunkhwa Civil Servants Act, 1973 (Khyber Pakhtunkhwa Act No. XVIII of 1973).

3. **Appointment and regularization of services of employees.**--- (1) Notwithstanding anything contained in any law or rules, the employees, appointed on contract basis, against project posts, in the erstwhile Federally Administered Tribal Areas, and holding such project posts till the commencement of this Act, shall be deemed to have been validly appointed, on regular basis, from the commencement of this Act, subject to verification of their qualifications and other credentials by the concerned Department.

(2) All such employees, after the commencement of this Act, shall, in lieu of pension and gratuity, be entitled to receive such amount contributed by them towards the Contributory Provident Fund, along with the contributions made by Government to their account in the said Fund, in the prescribed manner.

(3) A Committee, headed by the Secretary of the Department concerned, with the following membership, shall scrutinize all the credentials of the employees, before issuance of the regularization orders:

- 48-
- (a) head of the Attached Department concerned;
  - (b) representative of the Establishment and Administration Department of Government;
  - (c) representative of the Finance Department of Government;
  - (d) representative of the Planning and Development Department of Government; and
  - (e) Deputy Secretary of the Department concerned.

4. **General conditions for regularization.**--- For the purpose of regularization of the employees under this Act, the following general conditions shall be observed:

- (a) the service promotion quota of all service cadres shall not be affected;
- (b) the employees shall possess the same qualification and experience as required for a regular post;
- (c) the employees have not resigned from their services or terminated from service on account of misconduct, inefficiency or any other grounds before the commencement of this Act; and
- (d) the services of such employees shall be deemed to have been regularized only on the publication of their names in the official Gazette.

5. **Determination of seniority.**---(1) All employees, whose services are regularized under this Act, shall rank junior to all civil servants belonging to the same service or cadre, as the case may be, who are in service on regular basis on the commencement of this Act, and shall also rank junior to such other persons, if any, who, in pursuance of the recommendation of the Commission or Departmental Selection Committee, as the case may be, made before the commencement of this Act, are to be appointed to the respective service or cadre, irrespective of their actual date of appointment.

(2) The seniority inter-se of the employees, whose services are regularized under this Act within the same service or cadre, shall be determined as per provisions of the Khyber Pakhtunkhwa Civil Servants Act, 1973 (Khyber Pakhtunkhwa Act No. XVIII of 1973) and rules made thereunder.

6. **Removal of difficulties.**---If any difficulty arises in giving effect to any of the provisions of this Act, the Chief Minister of Khyber Pakhtunkhwa may make such order, not inconsistent with the provisions of this Act, as may appear to it to be necessary for the purpose of removing such difficulty.

7. **Overriding effect.**---Notwithstanding anything to the contrary contained in any other law or rules, the provisions of this Act shall have an overriding effect and the provisions of any such law or rules to the extent of inconsistency to this Act shall cease to have effect.

Schedule  
[see section 2 (1) (h) (i)]

-49-

1.	Strengthening and Capacity Building of AGR Extension in FATA.
2.	Promotion of Olive Cultivation / Grafting for Oil Production in Bajaur Agency.
3.	Establishment of Semen Production Unit at Jamrud and Breed/ Veterinary Service Improvement Program.
4.	Capacity Building Directorate of Livestock FATA.
5.	Mobile Veterinary Clinic in FATA (MVC).
6.	Establishment of Model Dairy Farm in FATA.
7.	Strengthening of Artificial Insemination/Veterinary Aid Services and Disease Reporting System I.&DI in FATA.
8.	Creation of Disease Free Zone Through Mass Vaccination and Treatment and Feasible Districts on Pilot Basis.
9.	Opening of 5 CVIDS 5 CVCS 6 AICS and Up-gradation of 2 CVIDS to the level of CVHS Status in Bajaur Agency.
10.	Provision of Medicine and A.I Services in Existing Vet. Institution in Bajaur Agency.
11.	Establishment Vety Diagnostic Lab in CVII Khar and Construction of Garage For 2 Vehicle in A.I.O Office Bajaur Agency.
12.	Provision of A.I. Facilitates/Medicine in Existing Veterinary Institution Construction of Building of Functional Veterinary Centers (In Rented Building). Special Campaign for The Control of Ecto and Endo Parasite in Mohmand Agency.
13.	Opening of 3 CVIDS, 23 VCS, 16 AICs and Up-gradation of CVD Lakaro to CVII Status Mohmand Agency.
14.	Provision of Mobile Vety Clinic in Mohmand Agency.
15.	Opening/Establishment of 2 CVIDs in Rented Building Ambar Area and Provision of A.I. Services in Existing Institutes of Mohmand Agency.
16.	Opening of 18 Vety Centers and 26 AICS in Khyber Agency.
17.	Opening of 3 CVIDs in Rented Building, Bara-Khyber Agency.
18.	Establishment of 02 Veterinary Diagnostic Lab in Civil Veterinary Hospitals in Jamrud and Landikotal.
19.	Opening of 3 CVCs, 11 CVIDs and 9 AICs and Up-gradation of 3 CVIDs to CVII Status in Orakzai Agency.
20.	Small Ruminants (Sheep and Goat) Development Program in Tribal Districts
21.	Provision of Artificial Insemination Services in Existing Veterinary Institution in Orakzai Agency.
22.	Construction of Building for Existing Vety Institution and Provision of Artificial Insemination in Existing Veterinary Facilitation in District Orakzai.
23.	Construction of Building for 3 Rented Veterinary Institutions and Opening of One CVD in Mamozai Area, Orakzai Agency.

24.	Opening of 5 CVCs, 8 CVDs, 22 AICs and Diagnostic Laboratory in Kurram Agency.
25.	Provision of AI Facilities in Existing 11 Veterinary Institutions in NWA.
26.	Provision of Veterinary Health Facilities in District North Waziristan.
27.	Opening of 41 Veterinary Centres, 22 AICs and Up-gradation of one CVD to CVII Status In SWA.
28.	Opening of 07-Veterinary Dispensaries and 10-A.I. Centers in FR Peshawar.
29.	Provision of Mobile Veterinary Clinic in Sub Division Peshawar.
30.	Opening of 02- CVDs and 04-AICs in FR Kohat.
31.	Establishment of Mobile Veterinary Clinic in Sub Division Kohat.
32.	Opening of 2 CVDS, 2 CVCS, 6 AICS and Up-gradation of 1 CVD to CVH Status in FR DI KHAN.
33.	Provision of Mobile Veterinary Clinic in Sub Division D.I. Khan.
34.	Opening of 1 CVII, 02 CVDS, 04 CVCS and 11 AICS in FR Tank.
35.	Up-gradation of CVC to the Level of CVD, and 2 No. of CVD to the Level of CVII in Sub Division Tank.
36.	Opening of 5 Vety: Dispensaries, 05 Civil Vety: Centers, 10-AICs and Up-gradation of 01 CVC to CVD in FR Bannu.
37.	Opening of 08 Veterinary Centres and 08 AICS in FR LAKKI.
38.	Provision of Mobile Veterinary Clinic in Sub Division Lakki.
39.	Uplifting the Socio-Economic Condition and Gender Mainstreaming of Livestock Farmers Through PPP in FATA.
40.	Strengthening of Fisheries Department in FATA.
41.	Control of Zoonotic / Contagious Disease Through Existing Vety Health Facilities and Establishment of Two Mobile Testing Labs on Pilots Basis in Tribal Districts.
42.	Provision of Mobile Vety: Clinic in Bajaur Agency.
43.	Provision of Artificial Insemination Services in Existing Function Vety: Institutes and Solarization of Major Vaccine Bank in AD Office in FR D.I. Khan.
44.	Program Management Unit for Roads and Infrastructure.
45.	Strengthening of Finance Department Civil Secretariat FATA.
46.	Aids Control Program in FATA.
47.	Health Sector Reforms Unit FATA.
48.	District Health Information System.
49.	Physical Rehabilitation Centres in FATA.
50.	Hepatitis Control Program in FATA (Phase-III).
51.	Integrated Vector Management Program in FATA.
52.	Eye Care Program in FATA (Phase-III).
53.	Thalassemia Control Program in FATA.
54.	Mobile Hospital Program in FATA (Phase-III).
55.	Establishment of Mental Health Clinics in AHQ Hospitals in FATA.
56.	Health Nutrition Program in FATA.

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57.	TB Control Program in FATA.
58.	Maternal, Newborn, Child Health (MNCH) Program Merged District.
59.	Expanded Programme on Immunization (EPI) in FATA.
60.	Strengthening of EPI Program in FATA.
61.	Facilitation of FR Setup Health Sector in FRs (Tank Jandola).
62.	Facilitation of FR Health Setup in FRs (DI Khan Darazinda).
63.	Facilitation of Health Setup in FRs (Bannu Wazir).
64.	Facilitation of Health Setup in FRs (Lakki Bittani).
65.	Facilitation of Health Setup in FRs (Kohat Dara Adam Khel).
66.	Facilitation of Health Setup in FRs (Peshawar Hassan Khel).
67.	Opening of 07 CDs in FR Tank.
68.	Opening of 08 CHCs / CDs in FR D.I Khan District.
69.	Opening of 06 CHCs/CDs in FR Bannu District.
70.	Opening of 08 CHCs / CDs in FR Lakki.
71.	Opening of 02 CDs in FR Kohat District.
72.	Opening of 11 CHCs / CDs in FR Peshawar.
73.	Opening of 41 CHCs / CDs in Mohmand District.
74.	Opening of 22 CHCs / CDs Khyber District.
75.	Opening of 07 CHCs / CDs in Kurram District.
76.	Opening of 15 CHCs/ CDs in Orakzai District.
77.	Opening of 24 CHCs/CDs in North Waziristan District.
78.	Opening of 18 CHCs / CDs in South Waziristan District.
79.	Removal of Staff Deficiencies in Newly opened Areas in Health Facilities FATA.
80.	Establishment of Government College of Management Sciences, SWA.
81.	Strengthening of Crises Management Cell Through FATA Analysis and Strategy Team.
82.	Establishment of Levy Training Center at Shahkass, Jamrud, Khyber Agency.
83.	Establishment of Center of Excellence/Govt. College of Technology, Khar, Bajaur Agency.
84.	Establishment of Vocational Training Centres / Institutes in Bajaur Agency and FR Kohat.
85.	Opening Govt. Polytechnic Institute Parachinar Kurram Agency in rented building.
86.	Establishment of Govt. Technical Institute Wana SWA.
87.	Establishment of Govt. Technical Institute SWA at Chaghmalai.
88.	Introduction of Additional Technologies in Polytechnic Institutes of FATA.
89.	Overcoming of Staff/Equipment Deficiencies in Technical Institutes in FATA.
90.	Operationalization and Provision of Equipment/Machinery to Labs of Existing Technical Institutes in Mohmand Agency GTI Mohmand Agency.
91.	Reformation of Technical Education in all Institutes in FATA.
92.	Introduction of 02 Technologies (Civil & Electrical) at Govt. Tech: Institute Sadda kurram Agency.

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93.	Introduction of New Technologies in Existing Technical Institutes of Tribal Districts.
94.	FATA Investment Facilitation Agency (FIFA).
95.	Small and Medium Enterprises Facilitation Unit.
96.	Establishment of PMU for Operationalization of Five FM Radio Stations in Merged Areas.
97.	Creation of Project Support Unit For Pre Construction and Implementation of Small Dams/Power Section.
98.	Strengthening of Local Govt. Directorate FATA.
99.	Directorate of Projects FATA Secretariat.
100.	Directorate of Monitoring and Evaluation in FATA Secretariat.
101.	Establishment of Field Formation for the Directorate of Monitoring and Evaluation in FATA Secretariat.
102.	Satellite Monitoring of Development Schemes in FATA.
103.	Project Management Unit, Fata Infrastructure Programme.
104.	Khyber Area Development Project.
105.	Mohmand Area Development Project.
106.	Bajaur Area Development Project.
107.	Fata Water Resources Development Project.
108.	Survey Feasibilities Under Various Sector Phase-II.
109.	Urban Policy and Planning Unit FATA.
110.	Project Management Unit for World Food Programme in FATA.
111.	Strengthening of P&D Department.
112.	Establishment of IIR/Archival Library in P&DD.
113.	Strengthening of AI&C Department, FATA Secretariat.
114.	Instructional and Physical Training Programme in FATA.
115.	Institutionalization of Boy Scouts Activities in Tribal Districts in FATA.
116.	Strengthening of FATA Olympics Association.
117.	Strengthening of Zakat and Ushr Department, FATA Secretariat.
118.	Strengthening of Minerals Department. PMU for Mineral Sector Projects.
119.	Exploration and Evaluation of Dimension and Decorative Stones in FATA.
120.	Exploration and Evaluation of Occurrences in FATA.
121.	Establishment / Operation of Mines Rescue, Safety and Labour Welfare Centre in FATA.

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BY ORDER OF MR. SPEAKER  
PROVINCIAL ASSEMBLY OF KHYBER  
PAKHTUNKHWA

(KIFAYAT ULLAH KHAN AFRIDI)

Secretary

Provincial Assembly of Khyber Pakhtunkhwa



GOVERNMENT OF KHYBER PAKHTUNKHWA  
PLANNING & DEVELOPMENT DEPARTMENT

Dated Peshawar, June 30, 2022

53

**NOTIFICATION:**

**NO. SO (E) P&D/3-1/Reg./Projects/M.As/2022.** In compliance of Section 3 of the Khyber Pakhtunkhwa (Regularization of Services of Employees of Erstwhile Federally Administered Tribal Areas) Act, 2021, the Provincial Government is pleased to notify regularization of services of the following (16) employees of the project titled "Khyber Area Development Project" with effect from 13.01.2022, subject to following conditions as provided in Section 4 of the Act: (b) d

- (a) the service promotion quota of all service cadres shall not be affected
- (b) the employees shall possess the same qualification and experience as required for a regular post
- (c) the employees have not resigned from their services or terminated from service on account of misconduct, inefficiency or any other grounds before the commencement of this Act, and
- (d) the services of such employees shall be deemed to have been regularized only on the publication of their names in the official Gazette.

Sr	Name of Officials	BPS	Designation
1	Mr. Raj Wali Khan	16	Accountant
2	Mr. Bilal Khan	16	Office Assistant
3	Mr. Ahmad Ullah	16	Office Assistant
4	Mr. Tahir Waseem	16	Computer Operator
5	Mr. Ahmad Faraz	11	Junior Clerk
6	Munammad Haris	11	Junior Clerk
7	Mr. Wakeel Khan	06	Driver
8	Mr. Sher Zail Khan	06	Driver
9	Haji Rehman	06	Driver
10	Mr. Mir Azam Khan	03	Naib Qasid
11	Mr. Noodan Gul	03	Naib Qasid
12	Mr. Naeem Khan	03	Naib Qasid
13	Mr. Sadat Ullah	03	Naib Qasid
14	Mr. Ameer Hamza	03	Naib Qasid
15	Mr. Abdur Rehman	03	Chowkidar
16	Muhammad Riaz	03	Chowkidar

**GOVERNMENT OF KHYBER PAKHTUNKHWA  
PLANNING & DEVELOPMENT DEPARTMENT**

*Dated Peshawar June, 30 2022*

**NOTIFICATION**

**No SO(E)P&D/3-1/Reg:/Projects/M.As/2022**, In compliance of Section 3 of the Khyber Pakhtunkhwa (Regularization of Services of Employees of Erstwhile Federally Administered Tribal Areas) Act, 2021, the Provincial Government is pleased to notify regularization of services of the following (16) employees of the project titled "**Khyber Area Development Project**" with effect from **13/01/2022**, subject to following conditions as provided in Section 4 of the Act *ibid*.

- (a) The service promotion quota of all service cadres shall not be affected,
- (b) The employees shall possess the same qualification and experience as required for a regular post;
- (c) The employee have not resign from their service or terminated from service on account of misconduct, inefficiency or any other grounds before the commencement of this Act, and
- (d) The service of such employees shall be deemed to have been regularized only on the publication of their names in the official Gazette.

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5)	Mr. Ahmad Faraz	11	Junior Clerk
6)	Muhammad Haris	11	Junior Clerk
7)	Mr. Wakeel Khan	06	Driver
8)	Mr. Sher Zali Khan	06	Driver
9)	Haji Rehman	06	Naib Qasid
10)	Mr. Mir Azam Khan	03	Naib Qasid
11)	Mr. Nooran Gul	03	Naib Qasid
12)	Mr. Naeem Khan	03	Naib Qasid
13)	Mr. Sadaqat Ullah	03	Naib Qasid
14)	Hafiz Ameer Hamza	03	Naib Qasid
15)	Mr. Abdur Rehman	03	Chowkidar
16)	Muhammad Riaz	03	Chowkidar

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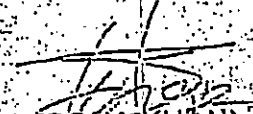
As per Section-3 (2) of the Act 1964, all the above employees shall, in lieu of pension and gratuity, be entitled to receive such amount contributed by them towards the Contributory Provident Fund, along with the contributions made by Government to their accounts in the said Fund, in the prescribed manner.

ADDITIONAL CHIEF SECRETARY  
P&D DEPARTMENT

Encls: No. & date even.

Copy forwarded to the:

1. Principal Secretary to Chief Minister, Khyber Pakhtunkhwa, Peshawar.
2. Accountant General, Khyber Pakhtunkhwa.
3. PSO Chief Secretary, Khyber Pakhtunkhwa.
4. Secretary to Govt. of Khyber Pakhtunkhwa, Establishment Department.
5. Secretary to Govt. of Khyber Pakhtunkhwa, Finance Department.
6. Project Director, Khyber Area Development Project.
7. Assistant Chief (B&A), P&D Department.
8. Manager, Government Printing Press for publication in the official gazette on an early date.
9. PS to Additional Chief Secretary, P&D Department.
10. PS to Secretary, P&D Department.
11. PA to Additional Secretary-II, P&D Department.
12. PA to Deputy Secretary-II, P&D Department.
13. Officials concerned.

  
(SONA KHAN) 3-5/7/77  
Section Officer (Estt.)

Legible Copy S3/A-

As per section-3 (2) of the Act I bld, all the above employees shall, in lieu of pension and gratuity, be entitled to receive such amount contributed by them towards the Contributory Provident Fund, alongwith the contributions made by Government to their accounts in the said Fund, in the prescribed manner.

Sd/-  
Additional Chief Secretary  
P&D Department

Endst. No & date even.

Copy forwarded to the:-

1. Principal Secretary to Chief Minister, Khyber Pakhtunkhwa, Peshawar
2. Accountant General, Khyber Pakhtunkhwa
3. PSO Chief Secretary, Khyber Pakhtunkhwa
4. Secretary to Govt. of Khyber Pakhtunkhwa, Establishment Department
5. Secretary to Govt. of Khyber Pakhtunkhwa, Finance Department.
6. Project Director, Khyber Area Department, Project
7. Assistant Chief (B&A), P&D Department
8. Manager, Government Printing Press for publication in the official gazette at an early date.
9. PS to Additional Chief Secretary-II, P&D Department.
10. PA to Deputy Secretary-II, P&D Department.
11. Officials concerned.

Sd/-  
Sona Khan  
Section Officer (Estt.)



Government of Khyber Pakhtunkhwa  
Planning & Development Department

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Dated: Peshawar, October 12, 2023

ORDER:

No. P&D/SDU/KADP/ORDER: In pursuance of Section-13 of the Khyber Pakhtunkhwa Civil Servants Act, 1973, Mr. Mir Azam Khan, Naib Qasid, Khyber Area Development Project, Planning & Development Department shall stand retire from Government Service w.e.f 03.10.2023 on attaining the age of superannuation as his date of birth is 04.10.1963.

Deputy Secretary (Admin)  
P&D Department

Endst: P&D/DS Admin/Order/ 493(7) Dated: 12.10.2023

Copy forwarded to the:

- ✓ 1. Accountant General, Khyber Pakhtunkhwa, Peshawar for further necessary action, please.
2. Admn & Finance Officer, Sustainable Dev: Unit (SDU), P&D Department
3. Accountant, Khyber Area Development Project, P&D Department
4. PS to Director General, Sustainable Development Unit, P&D Department, Khyber Pakhtunkhwa.
5. Section Officer (Establishment), P&D Department
6. Personal File of the Official concerned.
7. Official Concerned.

12/10/23

o/c

Deputy Secretary (Admin)  
P&D Department

4/1/20

-55-

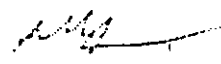
Secretary  
Planning & Development Department  
Government of Punjab

REQUEST FOR RELEASE OF CASH/BANK BALANCE/FUND/ PENSION/GR FUND

Reference is made to the subject cited above in order to state that I was retired as Naib  
Secretary (Planning & Development) from KADP, SDU Planning & Development  
Department, Government of Punjab, on 12/01/2023.

I request you to please release the subject mentioned above funds as per  
provisions of Government of Punjab Act 1973.

Thank you for your kind attention to this act of kindness.



(Mir Azam Khan)

(Naib Qasid, KADP, SDU, P&DD)

BETTER COPY SS

To,

The Deputy Secretary  
Planning & Development department,  
Khyber Pakhtunkhwa

Subject: RELEASE OF LEAVES & CASHMENT/BENEVOLENT FUND/PENSION/GR FUND

Dear Sir,

With great respect and subject cited above it is to state that I was retired as Naib Qasid post from Khyber Area Development Project (KADP), SDU Planning & Development department with office order No P&D/SDU/KADP dated October 12 2023.

It is humbly requested that please release my subject above funds as per Khyber Pakhtunkhwa Civil Servants Act 1973.

I shall be very thankful to you for this act of kindness

(Mir Azam Khan)

Naib Qasid KADP, SDU P&D





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**GOVERNMENT OF KHYBER PAKHTUNKHWA,  
PLANNING & DEVELOPMENT DEPARTMENT.**

No.SO(B&A)/P&DD/4-9/2020-21/Misc/101  
Dated Peshawar the 27<sup>th</sup> December, 2023

The Secretary to Govt. of Khyber Pakhtunkhwa,  
Finance Department.

Section Officer (SR-II).

Attention: **Section Officer (SR-II).**  
Subject: - **CLARIFICATION REGARDING PROCESSING OF PENSION CASE OF MR. MIR  
AZAM KHAN, NAIB QASID, KHYBER AREA DEVELOPMENT PROJECT (KADP),  
SDU, P&D DEPARTMENT.**

Dear Sir,

I am directed to refer to the subject noted above and to enclose herewith a copy of an application dated nil addressed to the Deputy Secretary (Admn), P&D Department received from Mr. Mir Azam Khan, Ex-Naib Qasid, Khyber Area Development Project, SDU, P&D Department for grant of for release of pensionary benefits along with Leave Encashment, Benevolent Fund, GP Fund & RB&DC Fund.

**Brief History** of the case is that Mr. Mir Azam Khan was initially appointed on project post as Naib Qasid on 01.07.1987 in the Special Development Unit of Khyber Pakhtunkhwa (**Annex-I**). After 15 years of service on contract basis, he was transferred to the Khyber Area Development Project through proper channel vide office order dated 07.03.2022 (**Annex-II**). Recently, his services have been regularized on 30.06.2022 (**Annex-III**) under the "Khyber Pakhtunkhwa (Regularization of Services of Employees or Erstwhile Federally Administered Tribal Areas) Act, 2021" w.e.f 13.01.2022 and the applicant has rendered 01 year 09 months as regular employee. Now, upon attaining the age of superannuation, Mr. Mir Azam Khan has retired from government service on 03.10.2023 vide Planning & Development Department Order dated 12.10.2023 (**Annex-IV**). Subsequently, he has requested for pensionary benefits by counting his previous service even though he wasn't a regular employee at that time in light of the Finance Department Notification dated 22.05.2019 and the Finance Department letter dated 26.07.2023 (**Annex-V & VI**).

In view of above, it is requested that this Department may be guided whether Mr. Mir Azam Khan, Ex-Naib Qasid, KADP, SDU P&D Department is eligible for pension along with other benefits by counting his previous service rendered by him as project employee in light of the Finance Department Notification referred above, please.

Yours Faithfully,

ASSISTANT CHIEF (B&A)

**Enclst of Even No. & Date:**

Copy forwarded for information to the:

1. PS to Secretary, P&D Department.
2. PA to Additional Secretary (Admn), P&D Department.
3. PA to Deputy Secretary (Admn) P&D Department.

o/c  
ASSISTANT CHIEF (B&A)



GOVERNMENT OF KHYBER PAKHTUNKHWA  
FINANCE DEPARTMENT

-57-#X

Finance Department Civil Secretariat Peshawar

<http://www.finance.gkp.pk>

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[twitter.com/GokPFD](https://www.twitter.com/GokPFD)

NO.SOSR-III/FD/1-12/2024/Mir Azam Khan

Dated Peshawar the 31.01.2024

To

The Secretary to Govt. of Khyber Pakhtunkhwa,  
Planning & Development Department.

Subject:-

CLARIFICATION REGARDING PROCESSING OF PENSION CASE OF MR. MIR  
AZAM KHAN, NAIB QASID, KHYBER AREA DEVELOPMENT PROJECT  
(KADP), SDU, P&D DEPARTMENT.

Dear Sir,

I am directed to refer to your letter No.SO(B&A)/P&DD/4-9/2020-21/Misc/101 dated 27.12.2023 on the subject noted above and to state that Finance Department regrets its inability to accede to the request of Administrative Department due the reason that as per pension rules, the prescribed length of service for eligibility of pension is at least 10 years regular service whereas, the Ex-Naib Qasid has only 01 year & 09 months regular service at his credit.

Yours faithfully,

  
(SAID BACHA)

SECTION OFFICER (SR.II)  
Phone # 091-9211564

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-58-



GOVERNMENT OF KHYBER PAKHTUNKHWA  
FINANCE DEPARTMENT  
(REGULATION WING)

Dated Peshawar the 22-05-2019

NOTIFICATION

No.FD(SOSR-II)4-36/2017. In pursuance of the judgement of Peshawar High Court Abbottabad Bench in Writ Petition No. 627-A/2018 dated: 18.12.2018 and Judgements of various Lower Courts as well as supersession of Finance Department policy letter No.BO-1/1-12/2007-08/FD dated: 20.01.2008, the Competent Authority has been pleased to accord sanction of regularization of Fixed Pay Class-IV employees appointed on the basis of policies issued vide Finance Department notifications No. B-1/2-1/92-93/1 dated: 04.11.1992 and No.B-1/1-22/94-95/FD Vol-II dated: 24.07.1999 by extending them the status of civil servant as per Civil Servant Act 1973 from the date of their first appointments instead of the date of their regularization w.e.f.01.07.2008 in their respective entities in the best of public interest.

SECRETARY TO GOVERNMENT  
OF KHYBER PAKHTUNKHWA  
FINANCE DEPARTMENT

Endst: No & date even

Copy for information and necessary action is forwarded to the.

1. The Additional Chief Secretary (P&D), Khyber Pakhtunkhwa.
2. The Provincial Police Officer, Khyber Pakhtunkhwa.
3. The Accountant General Khyber Pakhtunkhwa.
4. The Principal Secretary to Chief Minister, Khyber Pakhtunkhwa.
5. The Principal Secretary to Governor, Khyber Pakhtunkhwa.
6. All Administrative Secretaries Government of Khyber Pakhtunkhwa.
7. All Deputy Commissioners in Khyber Pakhtunkhwa.
8. All Heads of Attached Departments in Khyber Pakhtunkhwa.
9. The Director Treasuries & Accounts Khyber Pakhtunkhwa.
10. The Director Local Fund Audit, Khyber Pakhtunkhwa.
11. Director, F&A, Finance Department.
12. Budget Officer-NI, Finance Department.
13. Budget Officer-I, Finance Department with reference to their letters quoted above.
14. All District Controller of Accounts Khyber Pakhtunkhwa.
15. All District Account Officers in Khyber Pakhtunkhwa.
16. PS to Chief Secretary, Khyber Pakhtunkhwa.
17. PS to Secretary Finance, Khyber Pakhtunkhwa.
18. PS to Special Secretary Finance Department, Khyber Pakhtunkhwa.
19. PA to Additional Secretary (Regulation), Finance Department.

(MIOAZZAM KHAN)  
Section Officer (SR-II)

GOVERNMENT OF KHYBER PAKHTUNKHWA  
FINANCE DEPARTMENTAL  
(REGULATION WING)

*Dated Peshawar the 22/06/2019*

**NOTIFICATION**

No FD(SOSR-II)4-36/2017, In pursuance of the judgment of Peshawar High Court Abbottabad Bench in Writ Petition No 627-A/2018 dated 18/12/2018 and judgments of various Lower Courts as well as suspension of Finance Department policy letter No BS-I/1-22/2007-08/FD dated 29/01/2008, the competent authority has been pleased to accord sanction of regularization of Fixed Pay Class-IV employees appointed on the basis of policies issued vide Finance Department Notification No B-1/2-1/92-93/1 dated 04/11/1992 and No B-1/1-22-94-95/FD Vol-II dated 24/07/1999 by extending them the status of Civil Servant as per Civil Servant Act, 1973 from the date of their first appointment instead of date of their regularization w.e.f 01/07/2008 in their respective entities in the best of public interest.

Secretary to Government  
Of Khyber Pakhtunkhwa  
Finance Department

Endst: No & date even



11/07/2023

GOVERNMENT OF KHYBER PAKHTUNKHWA  
FINANCE DEPARTMENT

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Finance Department Civil Secretariat Peshawar

<http://www.finance.gkp.pk>

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NO.SOSR-III/FD/1-12/2023

Dated Peshawar the 26.07.2023

To

The Secretary to Govt. of Khyber Pakhtunkhwa,  
Planning & Development Department.

Subject:- REQUEST FOR REGULARIZATION OF SERVICE W.E.F 1995 INSTEAD OF 2006.

Dear Sir,

I am directed to refer to your letter No.SO(E)/P&D/PF/1097/2023 dated 09.06.2023 on the subject noted above and to state that Finance Department Notification dated 22.05.2019 was only notified in favor of Class-IV employees enabling them to receive pensionary benefits by counting their previous service rendered being not regular employees.

I am therefore, directed to convey that the relief granted to Class-IV employees vide notification ibid cannot be extended to others employees. Hence the instant request for regularization of the service in respect of Mr.Jamshed Ali Khan Ex-Assistant Chief (BPS-18) Planning & Development Department cannot be considered in light of Finance Department Notification dated 22.05.2019, please.

*Muhammad Iqbal*

Yours faithfully,

*[Signature]*  
SECTION OFFICER (SR.II)

**VAKALATNAMA**  
**BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL,**  
**PESHAWAR.**

Appeal NO: \_\_\_\_\_ OF 2024

Mir Azam Khan

(APPELLANT)  
(PLAINTIFF)  
(PETITIONER)

**VERSUS**

Govt of KPK

(RESPONDENT)  
(DEFENDANT)

I/We Mir Azam Khan

Do hereby appoint and constitute **Noor Mohammad Khattak Advocate Supreme Court** to appear, plead, act, compromise, withdraw or refer to arbitration for me/us as my/our Counsel/Advocate in the above noted matter, without any liability for his default and with the authority to engage/appoint any other Advocate Counsel on my/our cost. I/we authorize the said Advocate to deposit; withdraw and receive on my/our behalf all sums and amounts payable or deposited on my/our account in the above noted matter.

Dated. \_\_\_\_\_/\_\_\_\_\_/202

*Mir Azam Khan*

**CLIENT**

**ACCEPTED**

**NOOR MOHAMMAD KHATTAK**  
**ADVOCATE SUPREME COURT**  
(BC-10-0853)  
(15401-0705985-5)

**UMAR FAROOQ MOHMAND**

**WALEED ADNAN**

&

**MEHMOOD JAN**  
**ADVOCATES**

**OFFICE:**

Flat No. (TF) 291-292 3<sup>rd</sup> Floor,  
Deans Trade Centre, Peshawar Cantt.  
(0311-9314232)