BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No. 739/2022

IN THE MATTER OF:
COUNCIL OF ENGINEERS …PETITONER

VERSUS

STATE OF PUNJAB …RESPONDENT

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THROUGH

Date:02/10/2024
Place: New Delhi

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 793/2022

IN THE MATTERS OF:

Council of Engineers **.....Applicant**

VERSUS

State of Punjab & Others **.....Respondents**

Additional Affidavit on behalf of Respondent no. 3 Municipal Corporation, Ludhiana in compliance with the order dated 18.09.2024 issued by the Hon'ble National Green Tribunal.

It is most respectfully showeth:-

I, Aaditya Dachalwal, Commissioner of Municipal Corporation, Ludhiana do hereby solemnly affirms and declare as under:-

1. That the undersigned is currently joined as Commissioner Municipal Corporation Ludhiana on 14/09/2024 .

2. That in this Original Application, Hon'ble Tribunal vide order dated 18.09.2024 had directed: -

> ***"3. We direct him to comply our order dated 02.09.2024 this next two weeks by placing on record approved layout plan and/or master plan subject to payment of cost of Rs.10,000/-"***

3. That it is submitted that the complaince regarding payment of cost of Rs 10000/- has duly been complied. It is further submitted that in compliance with the order dated 18.09.2024 Municipal Corporation, Ludhiana is

submiting a copy of Master Plan of Ludhiana before this Hon'ble National Green Tribunal. Copy of Master Plan is attached herewith as **Annexure 1**. It is also worth mentioning here that earlier copy of Master plan was also provided to the Joint Commitee constituted by this Hon'ble Tribunal by the answering respondent.

4. That it is submitted that in compliance with earlier order dated 02.09.2024, on the instructions of respondent no. 3, letter was issued to District Revenue Officer for obtaining the approved layout plan of Old G.T Road vide letter no. 314/Drg-C/D dated 30.09.2024. It is pertinent to mention here that old G.T. road is part of non-scheme area hence no layout plan is available in the record of Municipal Corporation, Ludhiana. Moreover, it is worth mentioning here that the Revenue Record (including approved layout plan (Aksh Sajra) pertaining to abovesaid old G.T. Road lies with District Revenue Officer, who falls under the jurisdiction of District Administation. Copy of Letter sent to District Revenue officer is annexed herewith as **Annexure 2.**

5. That as per the reports of the Assistant Town Planner, Building Branch, Zone-C and site plan provided by XEN B&R Zone-C, which has already been submitted to this Hon'ble Court, suggests that the land in question is a part of Right of way alongsite old G.T.Road. Further more it is abundantly clear from the Master Plan (Legend) that the said part of the land falls under the City park/Major Open Spaces, which was later on developed as park on this part of right of way to prevent it from any further encroachments on this right of way along old G.T. road, Green Belt/park was developed on the said part of land spaning over 1124 sq.yards. It is pertinent to mention that out of 1124 sq yards, only 52 sq. yd. area has been used for construction of Library for the benefits of Local community, which is only 4% of the total

area of Park / Green Belt. This allocation falls within the permissible Limit of 15% which is mandated by the Government of Punjab vide notification no.5/65/2017-1LG-4/1021 dated 11.05.2017. Copy of Notification is attached herewith as **Annexure 3.**

6. That it is submitted that the actions taken by the Municipal Corporation, Ludhiana, are always in continued complaince with all future directives from Tribunal, emphasize on fullfilling responsibility and showcase willingness to work towards positive environmental impact for the preservation of green spaces in accordance with the directions passed by this Hon'ble Tribunal.

NOTARY PUBLIC GOVT. OF INDIA 01 OCT 2024

1/10/24

DEPONENT

I know the deponent/executant & He/She signed or R.T.I./L.T.I. Marked in my presence

VERIFICATION

Verified at Ludhiana of the 1 day of October 2024 that the contents of the above reply in so far as they relate to factual position are true upon the information derived from the Official record and in so far as they relate to the legal submissions are true upon the advice received and believed by me to be true. Rest is by way of submission before this Hon'ble Tribunal.

Signature Attested As Identified

Notary Public, Ludhiana (Pb.)

01 OCT 2024

1/10/24

DEPONENT

Annexure-2.

ਸੇਵਾ ਵਿਖੇ,

ਜਿਲ੍ਹਾ ਮਾਲ ਅਫਸਰ,
ਲੁਧਿਆਣਾ।

ਨੰ. 314/Dvg-c/D ਮਿਤੀ 30/9/2024

ਵਿਸ਼ਾ:- ਮੰਜੂ ਸਿਨੇਮਾ ਦੇ ਸਾਹਮਣੇ ਜੀ.ਟੀ ਰੋਡ ਦੇ ਹਿੱਸੇ ਵਿੱਚ ਬਣੀ ਹੋਈ ਲਾਇਬਰੇਰੀ ਦੇ ਸਬੰਧ ਵਿੱਚ **Old GT road** ਦੇ ਪ੍ਰਵਾਨਤ ਨਕਸ਼ੇ/ਅਕਸ਼-ਸ਼ਜਰੇ ਦੀ ਕਾਪੀ ਲੈਣ ਬਾਰੇ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਮੰਜੂ ਸਿਨੇਮਾ ਦੇ ਸਾਹਮਣੇ ਜੀ.ਟੀ ਰੋਡ ਦੇ ਹਿੱਸੇ ਵਿੱਚ ਜੋ ਮਹਾਰਾਣਾ ਪ੍ਰਤਾਪ ਲਾਇਬਰੇਰੀ ਬਣੀ ਹੋਈ ਹੈ ਉਸ ਦੇ ਸਬੰਧ ਵਿੱਚ ਮਾਣਯੋਗ ਐਨ.ਜੀ.ਟੀ ਦੇ ਵਿੱਚ ਕੇਸ OA ਨੰ. 793 ਚੱਲ ਰਿਹਾ ਹੈ ਇਸ ਕੇਸ ਵਿੱਚ ਮਾਣਯੋਜ ਐਨ.ਜੀ.ਟੀ ਵੱਲੋਂ ਮੰਜੂ ਸਿਨੇਮੇ ਦੇ ਸਾਹਮਣੇ Old GT road ਦੇ ਪ੍ਰਵਾਨਤ ਨਕਸ਼ੇ/ਅਕਸ਼-ਸ਼ਜਰੇ ਦੀ ਕਾਪੀ ਜਮ੍ਹਾ ਕਰਵਾਉਣ ਦੇ ਹੁਕਮ ਕੀਤੇ ਹਨ।

ਇਸ ਲਈ ਸਬੰਧਤ ਏਰੀਆ ਦੇ ਪਟਵਾਰੀ ਨੂੰ ਅਕਸ਼-ਸ਼ਜਰੇ ਦੀ ਕਾਪੀ ਨਗਰ ਨਿਗਮ, ਲੁਧਿਆਣਾ ਨੂੰ ਮੁਹੱਈਆ ਕਰਵਾਉਣ ਲਈ ਹਦਾਇਤ ਕੀਤੀ ਜਾਵੇ ਜੀ।

ਸਹਾਇਕ ਨਗਰ ਯੋਜਨਾਕਾਰ
ਜੋਨ-ਸੀ, ਨਗਰ ਨਿਗਮ
ਲੁਧਿਆਣਾ।

Annexure – 3.

GOVERNMENT OF PUNJAB
DEPARTMENT OF LOCAL GOVERNMENT
(LG-IV Branch)
Municipal Bhawan, Sector-35 A, Chandigarh

NOTIFICATION

Dated 11 .May, 2017

No. 5/65/2017-LG-4/1021 The Governor of Punjab is pleased to notify a Policy for the maintenance of Municipal parks falling under the jurisdiction of various ULBs in the state of Punjab as under:

1. INTRODUCTION

1.1 Context

Green Parks are one of the most important and essential elements of a city. Well-planned, well-maintained parks benefit a community in many, many ways. Quite often people view parks as simply "play" places. While play remains important, parks offer many other benefits. Social capital is created in parks. Social capital refers to the relationships people create when they interact with one another and build community from a social perspective. Parks provide a place to meet, to interact in a shared environment, to celebrate differences and to enjoy the company of family and friends. In other words, they provide a place for social capital to grow. Parks development is one of the quickest and most effective ways to build a sense of community and improve quality of life. A well-planned park system contributes to healthier citizens. A "green infrastructure" will contribute to the healthy and efficient functioning of a town. A vision for the future park system and maintenance ensures that the City will benefit from the rich, green legacy that a city require and enjoy.

Looking at the importance of parks in the present context, one of the thrust areas of the AMRUT Mission is "Enhancing amenity value of cities by creating and upgrading green spaces, parks and recreation centers", with special focus on children friendly facilities/ components.

As per the AMRUT scheme and in line with the state government plans, it is envisaged to develop at least one children park every year (total five years) in the AMRUT cities. The said development is one of the initiatives for augmenting green cover to 15% of its geographical area of the respective AMRUT cities.

Post development of parks in AMRUT cities, efficient management and maintenance of these parks and recreational facilities is a key to their sustenance. In this context, it is desired to have a system developed for maintenance of parks and recreational facilities for efficient maintenance of proposed parks across AMRUT cities. The objective of having this system developed for maintenance of proposed parks across AMRUT cities is to provide clean environment and value engineering, to ensure prompt, efficient & systematic services and amenities to the inmates of the public parks and recreation facilities with children play areas. Various areas that are considered under this System for Maintenance of Parks are listed below:

1. House Keeping
2. Solid Waste Management
3. Water Supply
4. Lighting Maintenance
5. Children Play Area Maintenance
6. Civil Structure Maintenance
7. Any other facilities proposed but no covered above

1.2 Need for Maintenance of Parks and Recreational Facilities

Since the parks are meant for citizens, much of the work related to maintenance arises due to following reasons

- Shortcomings in public behavior, such as throwing litter on the serviceable areas, drinking water facilities, Solid waste management, etc.;
- Lack of a mechanism for Citizen Participation;
- Shortage of funds;

Therefore, it is desired that efforts be made to make the proposed parks self-sustained providing better environment to the Citizens through effective Operation and Maintenance.

1.3 Hierarchy of Urban Parks:

1.3.1 District Parks

These Parks fall in the category of green parks which are shown in Master plans of Regions/towns.

1.3.2 Neighbourhood Park:

Neighbourhood Park is developed at the neighborhood level for a population of 10,000. The Park is conveniently located within the developed residential areas at walking distance and is planned generally on an area of 2,000-4,000 sqm.

1.3.3 Totlots:

Totlots are the lowest level in the hierarchy of green areas, planned for a population of 2,500 as play-areas for children.

1.3.4 Playgrounds:

Playgrounds are provided normally in the educational institutions for the use of the school and college students. They are also provided at the neighborhood level for a population of 5,000.

1.3.5 Other incidental open spaces.

2. MAINTENANCE OF PUBLIC PARKS

2.1 List of Activities For Maintenance of Parks is enclosed as Annexure-1

2.2 Maintenance of the Facilities

Maintenance of the facilities in the park, indicated above shall include persistence and continuous maintenance throughout the year. For instance, if landscape is neglected (without proper supply of water) for a maximum of 3 days, the whole area covered under landscape may blemish due to loss of plants. Further, the investment made on such component shall be devastated. Hence, an unremitting supervision and maintenance is desired to proper functioning of the components duly ensuring the respective footfalls and attracting the visitors.

In view of above, as the scope of services covers wide sectors, an Integrated Facility Management Services (IFMS) shall be adopted by appointing an experienced IFMS registered agencies. The said Agency shall be responsible for overall maintenance of the project facilities, with standard level of services indicated at Annexure I

Further, all the log books/ registers mentioned for various activities shall be signed by the Agency and counter signed by the Engineer in Charge, respective ULB as per the frequency. The register/s should be submitted to the ULB as per the schedule mentioned.

The Agency shall maintain a complaint register and suggestion box at the entrance of the park for the purpose of recording complaints received from the public either in writing or through telephone and should submit the same regularly.

2.3 Maintenance- Priority & Modes

- PPP Mode (Public Private Partenership).

  The ULB will at first instance shall invite applications through insertions in leading Newspapers for giving Maintenance of all Parks under its jurisdiction as per the list of Activities. In this mode the agency shall earn revenue from advertisement in the park. The ULB shall work out the maintenance cost of each park & accordingly fix the place & size of Advertisement panels to make the maintenance self-sustained beforehand. The ULB shall also explore the potential aspects like Ticketing, paid parking, if feasible, allowing kiosks etc.The whole process of offer has to be transparent. While exploring such model, the ULBs shall ensure that the hard surface in the parks does not exceed 15% of the total area of the Park.

- In case it transpires that the above model does not make it self sustained, then the ULB may consider compensating the deficit by way of differential grant to the agency

- **Allowing Registered Charitable Institutions/ Companies to name the Parks in their name or through CSR Activities**
  In case the PPP mode is not successful, then the ULB may invite offers from Registered Charitable institutions/ Companies through insertions in leading Newspapers for giving Maintenance of all/ balance Parks under its jurisdiction as per the list of Activities to maintain the Parks of ULBs & the ULBs may allow naming such Parks in their name. The ULBs may also offer the maintenance of these parks to companies under CSR funds of the Companies

- **Allowing Registered Welfare Associations of the locality where Parks are situated.**
  In case the above two models have been explored & are not successful then the ULBs shall offer the maintenance of the such Parks falling in their vicinity to the Registered Welfare Associations. The ULBs may pay the cost of maintenance to such RWAs as per para 2.4

- **Maintenance by ULBs**
  In case all of the above models are found to be unsuccessful then the ULBs shall maintain the left out parks on its own level. In such cases no new regular staff shall be appointed by the ULB, but it shall be done by progressive outsourcing

2.4 Cost Estimates for Maintenance of Parks

cost of maintenance of parks/public gardens depends on various factors such as

- Asset to be maintained – Location, type, nature, area, condition, age, make, warranty status, etc
- Period of Maintenance- Longer period of maintenance contracts may work out to be more economical as the contractor is expected to spend CAPEX on certain items, apart from longer business interest and other factors
- Repairs and Replacements- If an asset is old and needs major/minor repairs and/ or replacements, it's a cost to the contractor that will increase the cost of maintenance.

e average unit cost of various items of maintenance based on Punjab PWD Schedule of Rates (CSR), in rks out to be approximately, Rs 2.50 per Sqm per Month. These rates can be made applicable for Parks ving area upto 2 Acres. MC Chandigarh is also paying Rs 2.50/- per Sqm per month to various RWAs.

Terms and Conditions for the maintenance of Parks by RWA/NGO/Company (under CSR)

rms and Conditions for the maintenance of Parks by RWA/NGO or by a Company/firm under CSR shall be indicated in the Annexure-2

Investment and Employment Potential

st basic infrastructure development (Provided as above), the park serves as a vehicle for generating nomic growth and creation of good number of direct and indirect jobs in the ULB/region

Entrepreneurship Development

e proposed parks, upon provision of infrastructure, would act as a catalyst in developing the local nomy. The proposed developments may encourage local entrepreneurs to pursue new business and sults regional inclusive development

Conclusion

is expected that the overall revenue received from both the categories shall meet the expenditure wards the maintenance of the park. In addition to this, the ULBs shall extend their support duly allocating dedicated budget towards the maintenance of the park.

e revenue generated can be utilized for the Operations and Maintenance of the Park. Further, these tivities would not require permanent construction and hence may be encouraged

Annexure-1

he table below provides the list of activities considered for maintenance of parks

andscape	Watering the plants, trees and landscape at regular intervals
laintenance	Clearing of weeds, unwanted plants, thorny bushes, etc. Lawn caring and trimming of plants, landscape, trees to desired shape and size. Application of pesticides, fertilizers as may be required
louse Keeping	Toilets (wherever provided) Sweeping, mopping, dusting, cleaning, water wash, chemical wash etc Open Areas & Equipments- Sweeping, cleaning, water wash of pathways, seating benches, children play equipment, light poles, drinking water facilities (wherever provided) and other movable and immovable assets open to sky – Sweeping, mopping, dusting, cleaning, water wash, chemical wash, etc Utilities and Services – Cleaning, flushing, clearing congestions in pipe lines of all utilities and services such as water supply lines, sewer lines, etc. where ever provided
Solid Waste	Collection of solid waste including Management of • Plant litter (such as leaves, bark, needless, twigs, and dry leaves), • Recyclable waste (such as paper, plastic, glass, metal, etc), • Biodegradable waste (such as food and kitchen waste, green waste, paper), • Composite wastes (such as waste clothing, Tetra Packs, waste plastics such as toys) • Others Placing of bins for collection of segregated waste and collection of waste at periodical intervals
Disposal	Disposal of the collected waste will be done by ULBs from a particular Collection point in the park
Water Supply	• Operating drinking water facility where available/feasible • Repair and Replacement of utility assets as and when required
Sewerage System	• Operations of sewerage system where available/feasible • Periodical check, cleaning, and maintenance of inspection Chambers, Manholes, closed drains, gully trap, etc. • Cleaning and removing the chokes in the sewer lines below/above ground level for smooth functioning of sewerage system in the open spaces • Repair and Replacement of utility assets as and when required
Lighting	• Operations of lighting including time switch off/on recording lux levels, recording meter reading, etc. • Periodical check, cleaning, repair, maintenance, replacement as per requirement, etc of all electrical assets including poles, bulbs, cables, switches, etc. • Periodical painting of utility assets as may be required

Children play equipments

- Operations of children play equipment falling under common facilities/infrastructure
- Periodical check, cleaning, repair, maintenance, replacement as per requirement, etc
- Periodical painting as may be required
- any other Operations on a daily basis

Indicators for Level of Services:

Landscape Maintenance

This is a sensitive component (life of the plants) among all the other components indicated above. It requires a dedicated team with a qualified Horticulturist specialist. The following activities shall be pursued on day to day basis

i. Sweeping, Mopping at all the landscape portion including covered and open space at regular intervals
ii. Watering at regular intervals with the desired quality and quantity of water
iii. Lawn caring and landscape related services including cutting, application of fertilizers, pesticides, etc

House Keeping & Solid Waste Management

The scope of House Keeping and solid waste management are divided into the following working phases.

House Keeping for Parks

i. No. of Shifts per day: License should provide desired number of man power per shift (Indicated below) for Housekeeping and Solid waste management purposes

Shift-A: 5.30 am to 1.30 pm
Shift-B: 1.30 am to 9.30 pm

ii. Sweeping, Mopping, washing, cleaning of all the Seating benches, pathways, covered and open space at regular intervals
iii. Pest Control Measures-Once in six months covering entire park including all built up areas, waste water system (inspection chambers, pipelines, etc.), landscape areas, etc.
iv. Toilets Maintenance as below.

DESCRIPTION	PARAMETERS	TASK	FREQUENCY
Sweeping and Mopping	All the Toilet Floor	Service	Daily twice
Cleaning and washing	Al glazed tiles and mirrors	Cleaning	Daily once
		Washing	Daily once
Washing	All the urinals, closets and washbasins	Service	Min. Daily Thrice- No of times in a day depends on footfalls and usage

Safe guarding the Public/Visitors

1. Wherever work is in progress, every effort shall be made to protect the Visitors/Public at all times by using signage, barricades or personal alerting
2. Barriers shall be placed around all open manholes, exposed open ditches and excavations.

Log Books/Registers

The selected contractor shall perform the above detailed services, as per the schedule and frequency indicated in the table below of any such particular task involved in each respective component. The

contractor shall maintain the log book/register for recording the job status and submitted to respective ULB

SOLID WASTE MANAGEMENT			
Sr.No.	Particulars	Frequency	Submission
1	Cleaning and washing of the Waste Collection Bins	Based on need-Min. twice a week	Once in every month
2	Replacement of new Plastic Covers in WC Bins	Daily	Once in every month
DRINKING WATER SUPPLY AND UNDERGROUND DRAINAGE MAINTENANCE			
1	Cleaning of the Water Coolers (Externally) and its surrounding area	Daily once	Once in every month
2	Cleaning of the Water Coolers (Internally)	Weekly once	Once in every month
3	Cleaning of the overhead tank, pump house, sump	Once in every quarter	Once in every quarter
4.	Water Quality Test	Once in every quarter	Once in every quarter
5.	Cleaning of sewer lines within the serviceable area	Once in every fortnight	Once in every quarter
LIGHTING MAINTENANCE			
1.	Switching on and off lights	Daily as per timings	Once in every month
2	Recording Lux Levels	Once in every Fortnight	Once in every quarter
3	Recording electric meter at various locations	Once in every Fortnight	Once in every month
4.	Repairs/ Replacement	As and when required	Once in every quarter
5.	Cleaning the luminaries	Once in every Fortnight	Once in every quarter
CHILDREN PLAY AREA MAINTENANCE			
1.	Repairs/ Replacement	As and when required	Once in every quarter
2.	Replacement of Fine Sand	Once in every quarter	Once in every quarter
3.	Painting	As and when required	Once in every six months

General Terms and Conditions for the maintenance of Parks by RWA

1. Registered Schemes Welfare Association/Registered Body of the [illegible] shall only be allowed to take the Maintenance work as per Annexure I

2. Payment to the Maintaining Agency will be released by 7th of every succeeding Month on certification by the Horticulture officer or any other officer empowered by the Commissioner/Executive officer of the ULB as the case may be on his behalf

3. That the Registered Body/Welfare Association shall maintain the said Park for satisfaction of Commissioner/Executive officer of the ULB or any other officer empowered on his behalf as per the terms and conditions laid herein

i) The Registered Body/ Welfare Association shall not utilize or permit to utilize the said park belonging to ULB for any other purpose whatsoever except to maintain it as a green. The Registered Body shall ensure that no encroachment is made in the park

ii) That the ownership control, possession and supervision of said parks shall remain with ULB and the Registered Body will only have the right to display its name on a small board of the size not more that 4 x 2 1/2 as approved by the competent authority or officer empowered by him on his behalf and the number of such boards shall not be more than four i.e. one on each entry of the park the decision of the or any other officer empowered by him on his behalf shall be final. The inscription on the board shall be approved by the Commissioner/Executive officer of the ULB or any officer empowered by him on his behalf

iii) The Registered body/ Welfare Association shall not have any right, title or interest in the greeneries of said ULB Parks nor shall it be deemed to have Possession or be considered as being conferred with any right, title or interest in respect of said greeneries/parks except the permission to maintain the said park for a specified period

iv) That the Registered Body/ Welfare Association shall prominently display that the said park is a ULB park and the fact that the Registered Body Welfare Association has only been permitted to maintain the park.

v) That the Registered Body/Welfare Association shall be paid @ Rs.2.50/-per square meter per month to be increased 20% per year to cover the entire costs and expenses on the maintenance of the said ULB Park

vi) The Registered Body/ Welfare Association shall be solely responsible for keeping the said ULB Park in neat and healthy condition to the satisfaction of Commissioner/Executive officer of the ULB or any other officer empowered by him on his behalf and Association should not permit for holding marriages and functions etc For holding of Marriages or other religious function, prior approval of Commissioner/Executive officer of the ULB will be mandatory

vii) That the said ULB Park shall be open to the general public without any restrain/entry fee or prohibition whatsoever The Registered Body/Welfare Association shall use the land of the ULB Park only for maintenance of the park and shall not transfer the maintenance of the part to any other person, society, company, department, organization etc and the association shall not enter into sub-agreement for maintenance etc. with others

viii) That the Registered Body/ Welfare Association shall enter to an agreement for maintenance of the said ULB Park with ULB

ix) That in the event of termination of Agreement prior to agreed period or on expiry of period of the agreement for maintenance to the said Park, all assets (moveable and immovable) shall vest with ULB

x) That the Registered Body/Welfare Association shall not remove or cut any plant ,tree etc. including any other item from the said ULB Park

xi) That the Registered Body/Welfare Association shall not erect, construct or put any sort of structure, moveable or immovable , temporary or permanent or semi-permanent without

the written consent of Commissioner/Executive officer of the ULB or any other officer empowered by him on his behalf for the purpose of maintenance of the said ULB Park.

xii) That in case the Registered Body/ welfare Association wants to install any pipeline etc for maintenance purpose of parks/green space the Registered Body /Welfare Association shall not do so without the written permission of the Commissioner/Executive officer of the ULB or any other officer empowered by him on his behalf and expenses thereof shall be borne by the Registered Body /Welfare Association itself and the Registered Body/ Welfare Association shall not claim any money, compensation or loss for the same at the time of expiry of the agreement as referred to in Para ix hereinabove and the same shall become the property of ULB

xiii) That in case of any breach or violation of any terms and conditions of this Agreement for the maintenance of the said park the agreement shall stand terminated and the decision of ULB or any other officer empowered by him on his behalf shall be final. However, before the initiation of termination proceedings the Registered Body/ Welfare Association would be given a 15 days to show cause notice to explain the position

xiv) That the Registered Body/ Welfare Association will not be entitled to allow any other person to develop the park or any part thereof. Even in the event of winding up of the Registered Body/Welfare Association or Registered Body/Welfare Association becoming insolvent or dissolved, the Agreement for maintenance of park shall stand terminated automatically and the transferees or assignees etc. of the Registered Body /Welfare Association shall not be entitled to continue with the maintenance of the said ULB Park and shall not claim any right, title or interests in the said park

xv) That the Registered Body/ Welfare Association shall be responsible for all damages or loss of property of the said ULB Park due to the reasons for which it or its servant are directly responsible and shall be liable to make good any loss or damages that may be sustained by ULB except those due to normal wear and tear or such as cause by storms, earthquake or any natural calamity beyond its control. The decision of the Chairman, ULB or any other officer empowered by him on his behalf with regard to the extent and quantum of compensation to be paid to the ULB shall be final and binding upon the Registered Body/ Welfare Association

xvi) That all dispute and difference arising out of or any way touching or concerning the agreement, regarding maintenance of ULB parks otherwise herein before provided for shall be referred to sole arbitration to EIC Local Government or his nominee. There will be no objection to any such appointment, that the arbitrator appointed is Government servant'or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such Govt. servant has expressed view on all or any other matters in dispute or differences. The award of the Arbitrator so appointed shall be final and binding upon the parties

xvii) The Registered Body/Welfare Association shall also abide by all the instructions and order issued by Commissioner/Executive officer of the ULB or any other officer empowered by him to it from time to time.

xviii) That the Registered Body/Welfare Association shall not use the flowers or any other fruit, plants etc. for sale for any commercial use and responsibility of agency is to keep the park green & free from all encroachments/misuse etc.

xix) That the ULB will not be responsible or liable for paying any compensation or damages to the Registered Body/Welfare Association in compensation or damages to the Registered Body/Welfare Association in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The ULB shall be free to remove or clean the land from all the features created by the agency on termination of the agreement

xx) That the ULB shall have no liability (Civil or criminal) in respect of any claim of any third person against the Registered Body/Welfare Association in connection with the maintenance of the said ULB park.

xxi) That the ULB shall have the right to post its supervisors in the said ULB park at their discretion and its officers or Authorized representatives shall have access to it all hours to the said ULB park or any part thereof and the Registered Body/Welfare Association shall have no objection whatsoever for the same

xxiii) That the ULB shall be free to use the said ULB Park for any purpose whatsoever and the Registered Body/Welfare Association shall not raise any objection to it on any ground what so ever.

xxiii) That the ULB shall be competent to dispose off or sell the timber, trees and other forests, produce etc. of the said ULB park being the owner thereof.

xxiv) That the stamp duty payable for the execution of the agreement of Maintenance of the said ULB Park shall be borne by the Registered Body/Welfare Association.

xxv) In case of loss or damage of any kind of landscaping features, electrical fitting etc. provided by ULB, the Association/Registered Body shall be hold solely responsible for making good of the loss as value by the Department.

xxvi) Assistant Engineer concerned of the ULB of the area will be ex-officio member of the Resident Welfare Association.

xxvii) In case any dispute arises with ULB, EIC or his Nominee shall be the Arbitrator & his decision shall be binding on both the parties.

Satish Chandra

Dated: 09th May, 2017

Place: Chandigarh

Satish Chandra, IAS

Additional Chief Secretary to Punjab Government,

Department of Local Government, Punjab

Endst.No. 5165/2017-LG-4/1022 Dated Chandigarh the Dated 11 May, 2017

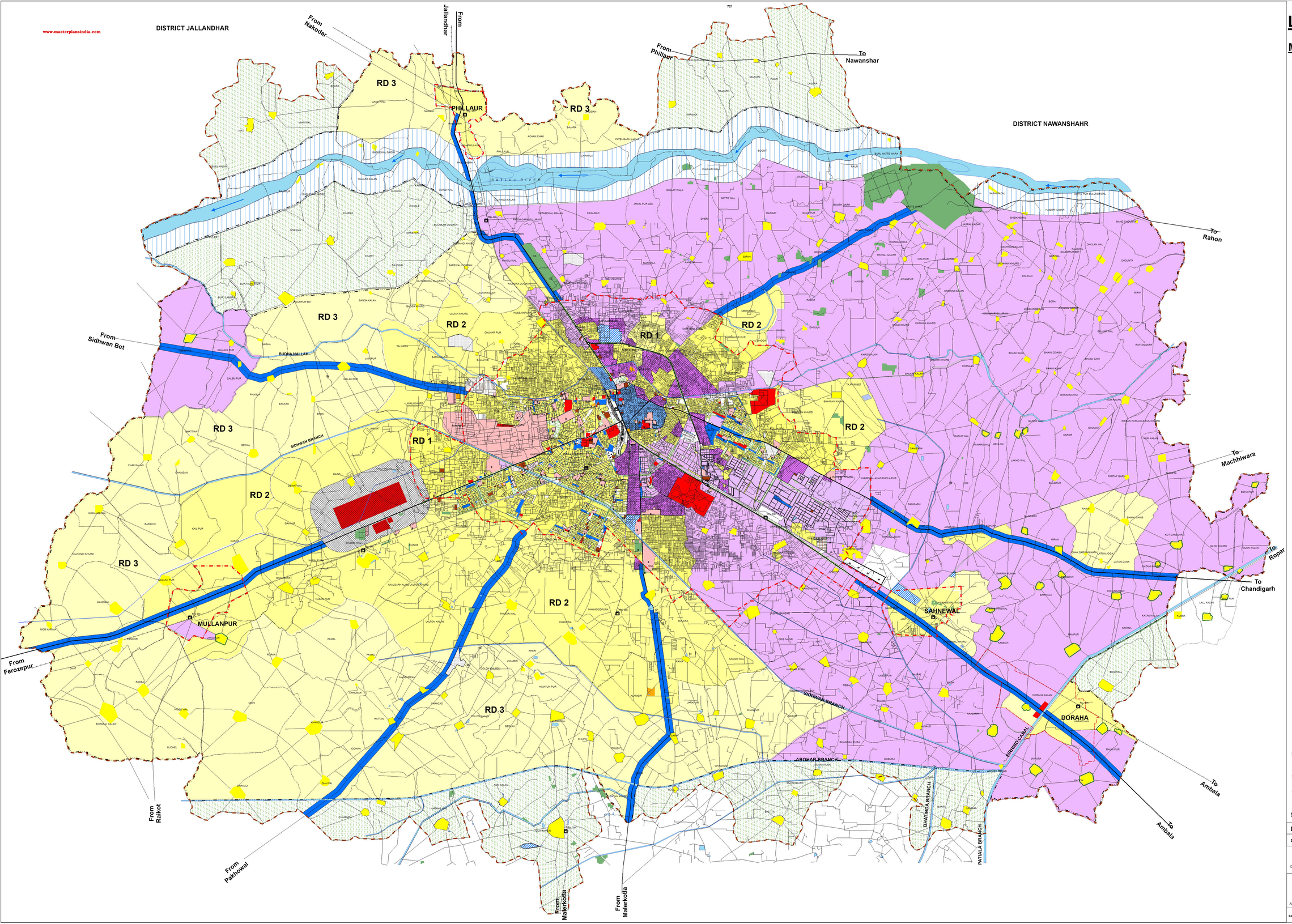
A copy is forwarded to the Controller, Printing & Stationary Department, Punjab, SAS Nagar with a request that this notification may be published in the Punjab Gazette (extra ordinary) and 25 copies may be sent to the Government for record.

Additional Secretary Local Government

Endst. No. T-5165/2017-LG-4/1023-28 Dated Chandigarh the 11 May, 2017

A copy of the above is forwarded to the following for information and further necessary action.-

1. Chief Executive Officer, Punjab Municipal Infrastructure Development Company, Chandigarh.
2. Director, Local Government Punjab, Chandigarh.
3. Commissioner, Municipal Corporation, Amritsar, Jalandhar, Ludhiana, Bathinda, Patiala, SAS Nagar, Moga, Pathankot, Phagwara and Hoshiarpur.
4. Regional Deputy Director, Urban Local Bodies, Amritsar, Jalandhar, Ludhiana, Patiala Bathinda and Ferozepur.
5. All Chief Engineers, , Local Government' Punjab, Chandigarh
6. Executive Officers of all the Improvement Trusts, Municipal Councils and Nagar Panchayats.



L U D H I A N A

MASTER PLAN LUDHIANA - 2021

PLANNING ZONES

LEGEND

RESIDENTIAL

- RD 1 — OLD BUILT UP CITY (HIGH DENSITY)
- RD 2 — RESIDENTIAL AREA (MEDIUM DENSITY)
- RD 3 — RESIDENTIAL AREA (LOW DENSITY) INCLUDING VILLAGE ABADIES

COMMERCIAL

- LOCAL / RETAIL SHOPPING
- WHOLE SALE FRUIT & VEGETABLE AND GRAIN MARKET, TIMBER MARKET, WARE HOUSING, COLD STORAGE, OIL DEPOT

MIX LAND USE

- MIXED LANDUSE ALONG ROAD FRONT
- INDUSTRIAL MIX
- COMMERCIAL MIX

INDUSTRIAL

- INDUSTRIAL ZONE

RECREATIONAL

- REGIONAL PARK
- CITY PARK / MAJOR OPEN SPACES
- CITY GROUND/ GREEN BELT/ STADIUM & SPORTS COMPLEX
- HISTORICAL / ARCHAEOLOGICAL MONUMENTS

TRAFFIC AND TRANSPORTATION

- AIR PORT
- RAIL TERMINAL / YARD
- RAIL CIRCULATION
- BUS TERMINAL AND DEPOT
- TRUCK TERMINAL
- MAJOR ROADS / OTHER ROADS

UTILITIES

- SEWERAGE TREATMENT PLANT / WATER TREATMENT PLANT
- POWER HOUSE SUB STATION ETC
- SOLID WASTE SANITARY LAND FILL ETC

GOVERNMENT

- GOVERNMENT / PUBLIC OFFICES / CANTONMENT

PUBLIC AND SEMI PUBLIC FACILITIES

- H — HOSPITAL AND HEALTH INSTITUTIONS
- E — EDUCATIONAL AND RESEARCH CENTRE INCLUDING UNIVERSITY AND SPECILALISED EDUCATIONAL INSTITUTES
- SC — SOCIAL AND CULTURAL
- FS — FIRE STATION
- PT — POST AND TELEGRAPH / TELEPHONE EXCHANGE
- CB — CREMATION AND BURIAL GROUND
- RELIGIOUS

AGRICULTURE AND WATER BODIES

- PLANT, FRUIT NURSERY AND ORCHARDS
- GREEN BUFFER
- VILLAGE ABADI
- HORTICULTURE / AGRICULTURAL LAND
- FOREST ZONE
- RIVERS, CANALS, LAKE AND WATER BODIES / PONDS
- DAIRIES, POULTRIES, PIGGERIES AND BEE KEEPING
- BRICKILN

MISCELLANEOUS

- VILLAGE BOUNDARY
- LOCAL PLANNING AREA BOUNDARY
- MUNICIPAL CORPORATION BOUNDARY / MUNICIPAL COUNCIL / NAGAR PANCHAYAT BOUNADRY
- PROPOSED URBANISABLE BOUNDARY
- ZONE BOUNDARY
- NO CONSTRUCTION ZONE
- NO MANUFACTURING ZONE

NOTE:

1. THE WRITE UP RUNNING FROM PAGE-1 TO 297 CONTAINING THE DETAILS OF BACKGROUND, OBJECTIVES, EXISTING SCENARIO, VISION & MISSION, PROJECTIONS AND PROPOSALS ALONG WITH ANNEXURES IS ENCLOSED HERE WITH AS A SEPERATE BOOKLET.
2. THE PROPOSAD ROAD NETWORK ALONGWITH PROPOSALS OF FLY-OVERS/RAILWAY OVER BRIDGES AND UNDER-PASSES IN THE LOCAL PLANNING AREA LUDHIANA IS ENCLOSED AS PER DR. NO. DTP(L)3/2008 DATED 22.2.2008.
3. THIS DRAWING HAS BEEN AMENDED KEEPING IN VIEW THE DECISIONS TAKEN IN SUBSEQUENT MEETINGS OF THE PUNJAB REGIONAL AND TOWN PLANNING AND DEVELOPMENT BOARD HELD ON DATED 04-02-2010, 27-09-2010,03-01-2011, 23-09-2011 & 09-10-12 VIDE AGENDA ITEM NO. 7(A), 6, 5.19 (C) & 25.06 RESPECTIVELY.

SCALE - 1:35,000

N W E S

DEPTT. OF TOWN AND COUNTRY PLANNING PUNJAB

DRAWING NO. D.T.P.(L) 2/ 2008	DATED 22-02-2008 24-07-2008	REVISED ON 19-06-2012 / 19-11-2012/ 25-06-2013

DRAWN BY | CHECKED BY

ASTT. TOWN PLANNER | DISTT. TOWN PLANNER | SENIOR TOWN PLANNER | CHIEF TOWN PLANNER

BASE PLAN PREPARED AND SUPPLIED BY : - CENTRE FOR COMPUTATIONAL ENGG., PUNJAB ENGG. COLLEGE, CHANDIGARH.

ਸੇਵਾ ਵਿਖੇ,

ਜਿਲ੍ਹਾ ਮਾਲ ਅਫਸਰ,
ਲੁਧਿਆਣਾ।

ਨੰ. 314/Drg-c/D ਮਿਤੀ 30/9/2024

ਵਿਸ਼ਾ:- **ਮੰਜੂ ਸਿਨੇਮਾ ਦੇ ਸਾਹਮਣੇ ਜੀ.ਟੀ ਰੋਡ ਦੇ ਹਿੱਸੇ ਵਿੱਚ ਬਣੀ ਹੋਈ ਲਾਇਬਰੇਰੀ ਦੇ ਸਬੰਧ ਵਿੱਚ Old GT road ਦੇ ਪ੍ਰਵਾਨਤ ਨਕਸ਼ੇ/ਅਕਸ਼-ਸ਼ਜਰੇ ਦੀ ਕਾਪੀ ਲੈਣ ਬਾਰੇ।**

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਮੰਜੂ ਸਿਨੇਮਾ ਦੇ ਸਾਹਮਣੇ ਜੀ.ਟੀ ਰੋਡ ਦੇ ਹਿੱਸੇ ਵਿੱਚ ਜੋ ਮਹਾਰਾਣਾ ਪ੍ਰਤਾਪ ਲਾਇਬਰੇਰੀ ਬਣੀ ਹੋਈ ਹੈ ਉਸ ਦੇ ਸਬੰਧ ਵਿੱਚ ਮਾਣਯੋਗ ਐਨ.ਜੀ.ਟੀ ਦੇ ਵਿੱਚ ਕੇਸ OA ਨੰ. 793 ਚੱਲ ਰਿਹਾ ਹੈ ਇਸ ਕੇਸ ਵਿੱਚ ਮਾਣਯੋਜ ਐਨ.ਜੀ.ਟੀ ਵੱਲੋਂ ਮੰਜੂ ਸਿਨੇਮੇ ਦੇ ਸਾਹਮਣੇ Old GT road ਦੇ ਪ੍ਰਵਾਨਤ ਨਕਸ਼ੇ/ਅਕਸ਼-ਸ਼ਜਰੇ ਦੀ ਕਾਪੀ ਜਮ੍ਹਾ ਕਰਵਾਉਣ ਦੇ ਹੁਕਮ ਕੀਤੇ ਹਨ।

ਇਸ ਲਈ ਸਬੰਧਤ ਏਰੀਆ ਦੇ ਪਟਵਾਰੀ ਨੂੰ ਅਕਸ਼-ਸ਼ਜਰੇ ਦੀ ਕਾਪੀ ਨਗਰ ਨਿਗਮ, ਲੁਧਿਆਣਾ ਨੂੰ ਮੁਹੱਈਆ ਕਰਵਾਉਣ ਲਈ ਹਦਾਇਤ ਕੀਤੀ ਜਾਵੇ ਜੀ।

ਸਹਾਇਕ ਨਗਰ ਯੋਜਨਾਕਾਰ
ਜੋਨ-ਸੀ, ਨਗਰ ਨਿਗਮ
ਲੁਧਿਆਣਾ।