

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, DELHI
O.A .No.793 of 2022

Council of Engineer

....Applicant

VERSUS

State of Punjab & Ors

....Respondents

Additional Affidavit on behalf of respondent no.3 Municipal Corporation, Ludhiana in compliance with order dated 24.03.2025 issued by the Hon'ble National Green Tribunal.

It is most respectfully showth:-

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

1. That the Original Application title Council of Engineers v/s state of Punjab & Ors bearing O.A No. 793 of 2022 is pending for adjudication before this Hon'ble Tribunal and fixed for hearing on 02.07.2025.
2. That in this Original Application, Hon'ble Tribunal had passed followings order:-

"2. Compliance report regarding compliance of order dated 04.10.2024 also be filed by Municipal Corporation, Ludhiana within one month."

3. That in compliance with order dated 24.03.2025, it is submitted that after duly acting upon the demands of local residents, an estimate of Rs.14.76 lakhs was sanctioned through F&CC Resolution no.5148 dated 8/11/2021 for the Construction of Library at Maharana Partap Park, located near Manju Cinema in Ward no.51. It is further submitted that on 14.12.2021, following the approval, tenders were invited for the same and work was allocated to M/s R.K Construction with tendered amount of Rs.14.72 lakhs vide F&CC resolution no.5892 dated 14.12.2021. It is humbly submitted that due to inadvertent error, earlier submission made by the deponent

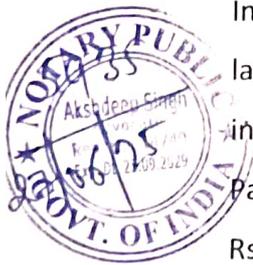


regarding area of park 1124 sq.yards was made accidentally. It is pertinent to mention here that the total area of said park is 1837.37 sqm. and out of this the total concrete area only 143.99 sqm. area has been used for construction of Library for the benefits of Local Community, which is only 7.63% of the total area of Park/Greenbelt. It is further submitted that as per Master Plan which was enforced in year 2005, the link road measuring 37'6"X25' (approx.) between parks connecting Old G.T Road and service lane was constructed before the implementation of the Master Plan to facilitate the commuters of adjoining areas. These facts have also been submitted during the visit of Ld. Court Commissioner. It is further submitted that this allocations falls under the permissible Limit of 15% which is mandated by the Government of Punjab vide notification no.5/65/2017-1LG4/1021 dated 11.05.2017. Copy of the notification is annexed as **Annexure- R/1**.

4. It is further submitted that in an application pertaining to Right to Information, it was clarified by Public Information Officer library branch later vide letter no. 283/lib dated 20/3/2025 that after collecting information from various branches it is submitted that Library at Maharana Partap Park has been constructed after getting estimate amounting to Rs 14.76 Lakhs approved from Finance and Contract committee vide resolution no. 5148 dated 8/11/2021. **(Annexed as R/2)**.

5. That it is Pertinent to mention that Old G.T road is a part of non-scheme area hence no layout plan is present in the record of Municipal Corporation, Ludhiana. It is further submitted that development works pertaining to construction of parking area, service lane and providing of wire mesh were executed in the year 1999 whereas Master plan was enforced in the year 2005. The details of various developmental projects are as under-

- a. Construction of service lane and parking places on G.T. road Vishkarma Chowk to Jagraon Bridge. This work was awarded to M/s Garg constructions with the tender value of Rs 23.33 Lakhs vide Finance and Contract committee resolution no.2628 dated 1/7/1999.
- b. Construction of parking and providing wire mesh on G.T. road from Vishkarma Chowk to Dholewal chowk. This work was awarded to M/s



Vanistha builders with the tender value of Rs 27.11 Lakhs vide Finance and Contract committee resolution no.2686 dated 15/7/1999.

- c. Construction of service lane and footpath from Dholewal flyover to Sherpur chowk. This work was awarded to M/s J.K. Construction Company with tender value of Rs 48.22 Lakhs vide Finance and Contract committee resolution no.2819 dated 16/8/1999.

However, in addition to this, Municipal Corporation, Ludhiana have also issued around 90 notices to illegal encroachers who were using the said site for repairing works and parking of vehicles. It has been submitted by the Ld. Court Commissioner also that if these places are suddenly barred for parking of vehicles, the same would lead to jam/chaos at the main part of the Old G.T. road. Therefore, for the systematic approach, an alternative/designated Parking space is being searched at the Location of old G.T Road in order to have viable solution for parking.



6. That it is submitted that area regarding the Lodhi Club falls under Improvement Trust Development Scheme 550 acre Bhai Randhir Singh Nagar. That the layout of the Scheme was developed with layout no.S.T.P(L)26/77 dated 29.04.1977. It is further submitted that Building Control of the Scheme transferred to Municipal Corporation Ludhiana on 01.08.1994. As per the Layout, Lodhi Club Road is 300 feet (including Right of Way). It is pertinent to mention here that in order to avoid the encroachment on ROW by street vendors/Slum dwellers, 100 feet double road has been maintained and rest of 100-100 feet on both sides of ROW has been maintained by planation of trees by the Municipal Corporation, Ludhiana. It is further submitted that all these works were executed to maintain the Right of Way with plan to convert the Right of Way to Road ,if need arises. It is further submitted that no concretization work has been carried on by the Municipal Corporation, Ludhiana along the sides of Lodhi Club and Sacred Heart School. It is further submitted that for Rehabilitation of Right of way (ROW), work was awarded to M/s R.K Construction Company vide resolution no.1083 dated 06.03.2019 amounting to Rs.76.35 lakh. It is pertinent to mention here that under the scope of this work,

various equipments along with open gyms have been provided for recreation facilities of children and old aged people. It is further submitted that the passages have been constructed by Sacred Heart Convent School and Lodhi Club to reach the road at their own level in this ROW, which will merge if the Service lane is carved out from this ROW as per requirement in the future.

- 7. It is submitted that the actions taken by Municipal Corporation, Ludhiana are always in compliance with the directives of the Hon'ble Tribunal, with full responsibility and to showcase willingness to work towards positive environmental impact for the preservation of green spaces in accordance with the directions passed by the Hon'ble Tribunal.



VERIFICATION

Certified that the affidavit has been readover & explained to the deponent who seemed perfectly understand at same at the time making there of

DEPONENT
Commissioner
Municipal Corporation
Ludhiana

Verified at Ludhiana of the 27 day of June 2025 that the contents of the above reply in so far as are true upon the information derived from the Official record and correct to my best of Knowledge. No Part of it is false and nothing material has been concealed there from.

Prince Tiwari
Adhokar Chand. No.
3250-8917-7964

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

Signature Attached to Affidavit

Notary Public, Ludhiana (P)

27/06/25

DEPONENT
Commissioner
Municipal Corporation
Ludhiana

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

ACCU

CC
14/6/17

NOTIFICATION

Dated: 11 May, 2017

1948/PSL9
15/6/17

No. 5765/2017-116-4/18-21 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:

Y. T. N. (H. and J)

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.

ACCU
20/6/17

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 not 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 lawns, potable areas, drinking water facilities, Solid waste management, etc.
- Lack of a mechanism for Citizen Participation.
- Shortage of funds.

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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 1

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

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

The 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.

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

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

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

2.6 Investment and Employment Potential

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

2.7 Entrepreneurship Development

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

2.8 Conclusion

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

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

ANNEXURE-1

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

Landscaping	Maintaining the plants, trees and landscape at regular intervals
Maintenance	Clearing of weeds, unwanted plants, shrubs, bushes, etc. Lawn caring and trimming of plants, landscape, trees to desired shape and size. Application of pesticides, fertilizers as may be required
House Keeping	<p>Toilets (wherever provided) Sweeping, mopping, dusting, cleaning, water wash, chemical wash etc.</p> <p>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.</p> <p>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</p>
Solid Waste	<p>Collection of solid waste including Management of</p> <ul style="list-style-type: none"> • Plant litter (such as leaves, bark, needles, 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 <p>Placing of bins for collection of segregated waste and collection of waste at periodical intervals</p>
Disposal:	Disposal of the collected waste will be done by ULBs from a particular Collection point in the park
Water Supply	<ul style="list-style-type: none"> • Operating drinking water facility where available/feasible • Repair and Replacement of utility assets as and when required
Sewerage System	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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

Child Play Fulfillment

- Operating of children play equipment using water, sand, etc.
- Technical infrastructure
- Technical staff, 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 (like air & dust) among all the other components indicated above. It requires a dedicated team with a qualified horticultural 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 men 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, clearing 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. Toilet Maintenance as below

DESCRIPTION	PARAMETERS	TASK	FREQUENCY
Sweeping and Mopping	All the Toilet Floor	Service	Daily basis
Clearing and washing	All Seating bins and mixers	Cleaning	Once in a week
Washing	All the urinals, closets and washrooms	Washing Service	Non-Daily Task: No. of times in a day depends on footfall 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 warning.
2. Barricade 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
Registered Schemes Welfare Association/Registered Body of this Scheme shall only be

1. allowed to take the Maintenance work as per Annexure 1.
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 than 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 16 here-in-above 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 caused 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 whatsoever.

xxiv) 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.

xxv) 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.

xxvi) 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.

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

xxviii) 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

Satish Chandra, IAS

Additional Chief Secretary to Punjab Government,

Department of Local Government, Punjab

Dated: 05th May, 2017

Place: Chandigarh

Endst. No. 5765/2017-1LG-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.

Jee
Additional Secretary Local Government

Endst. No. 5765/2017-1LG-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.

Jee
Additional Secretary Local Government

(True translation)

OFFICE OF MUNICIPAL CORPORATION, LUDHIANA

From

P.I.O. (Library Branch),
Municipal Corporation, Ludhiana

To,

Sh. Gaurav Taneja son of Sh. Gurcharan Singh,
B-33-1607, New Ashok Nagar-A, Ludhiana

Reference : Letter No.276, Library Dated 25.2.2025 and Letter No. 282
Library dated 18.3.2025

Subject; Regarding the RTI Information requested by you

No. 283/Lib Dated 20.3.2025

In according to the information sought by you regarding Maharana Partap G.T. Road, Opposite Manju Cinema Nagar, Dholewal Chowk, Ludhiana, it is submitted that after coordinating with various branches and as per the official record, it has come to light that the building in which the Library is running has been constructed by the B&R Branch of the Municipal Corporation, Ludhiana. According to the B&R Branch, this construction has been done after passing the resolution of F&CC No.5148 dated 8.11.2021. In this regard it is submitted that the Library which is running at the spot, no staff has been deployed by the Library Branch nor any kind of books or Newspapers has been purchased by the Library.

This is for your information

Sd/-
P.I.O. (Library Branch)
Municipal Corporation, Ludhiana

A copy of the above is sent to the Superintendent R.T.I. (H.Q.) in connection with the letter mentioned in the Reference.

Sd/-
P.I.O. (Library Branch)
Municipal Corporation, Ludhiana

ਦਫਤਰ ਨਗਰ ਨਿਗਮ, ਲੁਧਿਆਣਾ

ਵਲੋਂ

ਪੀ. ਆਈ. ਓ (ਲਾਇਬ੍ਰੇਰੀ ਸਾਖਾ)

ਨਗਰ ਨਿਗਮ, ਲੁਧਿਆਣਾ।

ਵੱਲ :

ਸੀ ਗੋਰਵ ਤਨੇਜਾ ਪੁੱਤਰ ਸ੍ਰੀ ਗੁਰਚਰਨ ਸਿੰਘ
ਬੀ-33-1607, ਨਿਉ ਅਸ਼ੋਕ ਨਗਰ-ਏ, ਲੁਧਿਆਣਾ।

ਹਵਾਲਾ : ਪੱਤਰ ਨੰ 276 ਲਾਇਬ੍ਰੇਰੀ ਮਿਤੀ 25-02-2025 ਅਤੇ ਪੱਤਰ ਨੰ 282 ਲਾਇਬ੍ਰੇਰੀ ਮਿਤੀ 18-03-2025 ਦੇ ਹਵਾਲੇ ਵਿੱਚ।

ਵਿਸ਼ਾ : ਆਪ ਜੀ ਵਲੋਂ ਮੰਗੀ ਗਈ RTI ਦੀ ਜਾਣਕਾਰੀ ਸੰਬੰਧੀ ।

ਨੰ 283 / lib ਮਿਤੀ 20/3/25

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਸਬੰਧੀ ਆਪ ਜੀ ਵਲੋਂ ਜੋ Maharana Pratap G.T. Road, Opposite Manju Cinema Near Dholewal Chowk, Ludhiana ਸੰਬੰਧੀ ਜੋ ਜਾਣਕਾਰੀ ਮੰਗੀ ਗਈ ਸੀ, ਉਸ ਅਨੁਸਾਰ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਵੱਖ-ਵੱਖ ਥਾਂ ਨਾਲ ਤਾਲਮੇਲ ਕਰਨ ਉਪਰੰਤ ਅਤੇ ਦਫਤਰੀ ਰਿਕਾਰਡ ਅਨੁਸਾਰ ਇਹ ਤੱਥ ਸਾਹਮਣੇ ਆਏ ਹਨ ਕਿ ਜਿਸ ਬਿਲਡਿੰਗ ਵਿੱਚ ਇਹ ਲਾਇਬ੍ਰੇਰੀ ਚਲ ਰਹੀ ਹੈ ਉਸ ਦੀ ਓਸਾਰੀ ਨਗਰ ਨਿਗਮ ਲੁਧਿਆਣਾ ਦੀ ਬੀ. ਐਂਡ. ਆਰ. ਥਾਂ ਵਲੋਂ ਕੀਤੀ ਗਈ ਹੈ। ਬੀ. ਐਂਡ. ਆਰ. ਥਾਂ ਅਨੁਸਾਰ ਇਹ ਉਸਾਰੀ F&CC ਦੇ ਮਤਾ ਨੰ: 5148 ਮਿਤੀ 08-11-2021 ਰਾਹੀਂ ਪਾਸ ਕਰਨ ਉਪਰੰਤ ਕੀਤੀ ਗਈ ਹੈ। ਇਸ ਸਬੰਧੀ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਮੌਕੇ ਤੇ ਜੋ ਲਾਇਬ੍ਰੇਰੀ ਚੱਲ ਰਹੀ ਹੈ ਉਸ ਵਿੱਚ ਸਟਾਫ ਲਾਇਬ੍ਰੇਰੀ ਸਾਖਾ ਵਲੋਂ ਤੈਨਾਤ ਨਹੀਂ ਕੀਤਾ ਗਿਆ ਅਤੇ ਨਾਂ ਹੀ ਕਿਸੇ ਪ੍ਰਕਾਰ ਦੀਆਂ ਕਿਤਾਬਾਂ ਜਾਂ ਅਖਬਾਰਾਂ ਦੀ ਖਰੀਦ ਲਾਇਬ੍ਰੇਰੀ ਵਲੋਂ ਕੀਤੀ ਗਈ ਹੈ।

ਆਪ ਜੀ ਦੀ ਜਾਣਕਾਰੀ ਹਿੱਤ ਪੇਸ਼ ਹੈ ਜੀ।

Neha Sharma

ਪੀ. ਆਈ. ਓ (ਲਾਇਬ੍ਰੇਰੀ ਥਾਂ)

ਨਗਰ ਨਿਗਮ, ਲੁਧਿਆਣਾ।

ਉਪਰੋਕਤ ਦਾ ਉਤਾਰਾ ਸੁਪਰਡੈਂਟ ਆਰ. ਟੀ. ਆਈ. (ਹੈ. ਕੂ.) ਜੀ ਨੂੰ ਹਵਾਲੇ ਵਿੱਚ ਦਰਸਾਏ ਪੱਤਰਾਂ ਦੇ ਸੰਬੰਧ ਵਿੱਚ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

Neha Sharma

ਪੀ. ਆਈ. ਓ (ਲਾਇਬ੍ਰੇਰੀ ਥਾਂ)

ਨਗਰ ਨਿਗਮ, ਲੁਧਿਆਣਾ।