

**BEFORE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH, NEW DELHI**

Original Application No. 665/2023

IN THE MATTER OF: -

Nirmal Singh

... Applicant

Versus

State of Punjab & Ors.

... Respondent(s)

NDOH: -08.04.2026

I N D E X

<u>Sl.No.</u>	<u>Particulars</u>	<u>Pg.No.</u>
1.	SHORT AFFIDAVIT ON BEHALF OF RESPONDENT NO.5/BATHINDA DEVELOPMENT AUTHORITY IN PURSUANCE OF THE ORDER DATED 24.02.2026 PASSED BY THIS HON'BLE TRIBUNAL IN THE ABOVE-CAPTIONED ORIGINAL APPLICATION.	1-5
2.	<u>ANNEXURE R-1</u> A TRUE COPY OF ONE SUCH VOUCHER DATED 09.03.2026.	6

THROUGH COUNSEL


(Shubham Bhalla)

ADVOCATE FOR THE RESPONDENT
D-52, BASEMENT, PANCHSHEEL
ENCLAVE, NEW DELHI - 110017.

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Email: shubhambhalla@hotmail.com

DATE: 06.04.2026.
PLACE: NEW DELHI

**BEFORE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH, NEW DELHI**

Original Application No. 665/2023

IN THE MATTER OF: -

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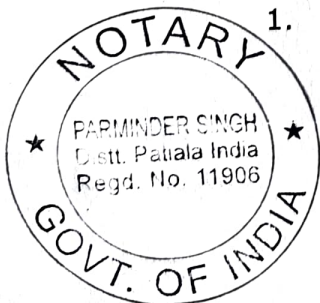
State of Punjab & Ors.

... Respondent(s)

**SHORT AFFIDAVIT OF APARNA MB, CHIEF
ADMINISTRATOR, BATHINDA DEVELOPMENT
AUTHORITY ON BEHALF OF THE RESPONDENT
NO.5/BATHINDA DEVELOPMENT AUTHORITY
IN PURSUANCE OF THE ORDER DATED
24.02.2026 PASSED BY THIS HON'BLE
TRIBUNAL IN THE ABOVE-CAPTIONED
ORIGINAL APPLICATION.**

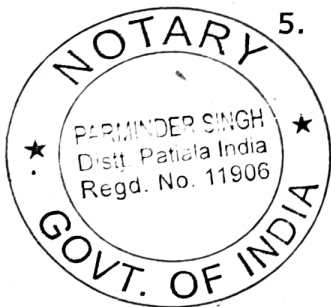
I, the above-named deponent do hereby solemnly affirm and declare as under: -

1. That I am the authorized representative of Respondent No.5/Bathinda Development Authority in the above-captioned matter and am fully conversant with the facts and circumstances of the case and am duly competent to file the present Short Affidavit.



2

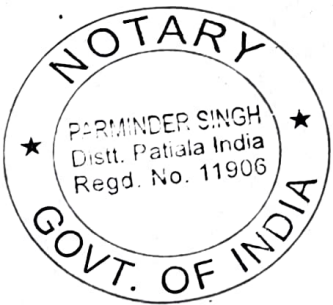
2. That this affidavit is being filed in compliance of the order dated 24.02.2026 passed by this Hon'ble Tribunal, whereby Respondent No.5 was directed to place on record the cost of operation and maintenance of the Sewage Treatment Plant (STP).
3. That the present affidavit is being filed in furtherance of the IA No.92 of 2025 filed by Respondent No.5, praying for appropriate directions to handover the STP operations to the RWA or the promoter and to further direct the promoter or the RWA to clear the dues of Respondent No.5 that have been incurred on account of the lapses of the promoter for failure to operate the STP and run it.
4. That the STP is presently being operated and maintained by Respondent No.5 through an authorized contractor namely M/s Lakhwinder Singh Contractor, Vill. Kasabad, Post Office Bhattian, Ludhiana.
5. That the said work has been formally allotted vide office letter issued by the Divisional Engineer (Public Health), BDA, for operation and maintenance of STP on monthly basis for the period of 01.04.2026 to 31.03.2027, at an approved tender cost of ₹5,78,211/- (annual).



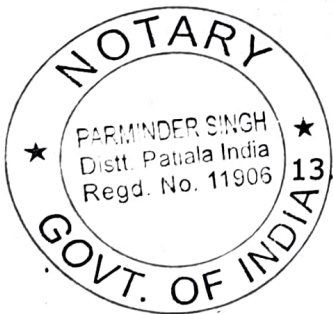
6. That as per the aforesaid allotment Monthly operational cost (Labour, operator, electrician, plumber etc.) is approximately ₹48,671/- per month. The work includes complete operation and maintenance of the STP and is subject to technical and financial conditions of the tender.
7. That prior to the aforesaid allotment of STP, the answering Respondent has been continuously incurring expenditure towards operation and maintenance of the STP, and has collected data from the concerned Accounts Branch, Office of the Divisional Engineer (Public Health) regarding expenditure incurred on operation and maintenance of the STP located at Farid Enclave, Faridkot.
8. That as per the official records, the expenditure incurred on operation and maintenance of the STP is as follows: -

Sr. No.	Period	Amount (₹)
1.	22.01.2025 to 31.05.2025	1,54,733/-
2.	01.06.2025 to 30.09.2025	1,56,882/-
3.	01.10.2025 to 31.01.2026	1,58,483/-
4.	Electricity Charges (separate)	1,46,300/-
Total	(12 months)	6,16,398/-

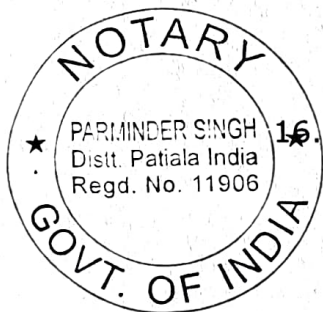
A true copy of one such Voucher dated 09.03.2026 is annexed herewith as **ANNEXURE R-1 @ pgs.6.**



9. That from the above figures, the approximate monthly expenditure for operation and maintenance of the STP comes to around ₹51,000-₹52,000 per month, which includes operational costs, electricity charges, Labour, and routine maintenance.
10. That further including monthly summaries of electricity bills and O&M expenses, indicate that Electricity expenses alone are substantial and recurring in nature and O&M expenditure for certain months has been recorded in the range of ₹70,000-₹80,000 depending on operational requirements.
11. That it is submitted that the STP is presently being operated and maintained by Respondent No.5 under directions of this Hon'ble Tribunal, and the expenditure is being incurred from public funds.
12. That the above cost is tentative and subject to variation, depending upon Load on STP, Electricity tariff, Repairs and maintenance requirements, Manpower deployment, etc.
- That the above data provides a reasonable basis for this Hon'ble Tribunal to tentatively assess the financial burden to be borne by respective RWAs, as directed.



14. That the answering Respondent undertakes to place on record any further updated or detailed expenses as and when required by this Hon'ble Tribunal.
15. Therefore, it is respectfully prayed that the Hon'ble Tribunal may issue appropriate directions as prayed for in IA No.92 of 2025 and direct the promoter or the RWA to clear all the dues in favour of Respondent No.5, which they have incurred from operationalizing the STP and running it till date.



16. That the contents of the foregoing affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed therefrom.

[Signature]
DEPONENT

VERIFICATION: -

Verified that the facts stated in the above affidavit from para no. 1 to 16 are true to my knowledge and belief. No part of it is false, and nothing material has been concealed therein.

Verified at _____ on this _____ day of April, 2026.

[Signature]
I Identified the Deponent/ Person
to whom I Know personally.

The Contents of this affidavit/document
has been read over to the deponent
He/She has accepted the true & Correct.

[Signature]
DEPONENT

Attested As Identified
[Signature]
NOTARY PUBLIC
PATIALA INDIA
06 APR 2026

ANNEXURE R-1

(Creditable to this work)

(13/2)

BATHINDA DEVELOPMENT AUTHORITY, BATHINDA

(O/o DE (PH) BDA)

Voucher No. PV

Dated 09/03/2023

	Rs.	P.
DEBIT Maintenance of STP at farid Enclave Ph 1 & 2 faridkot. (period 01.10.25 to 31.03.26)	1,58,483	~
(Being amt paid to M/c Lakhwinder Singh Contractor for list on R/B vide Allotment No. 852-57 dt. 3/10/25 MB No. 0054 (Pg. 133))	/	
TOTAL	1,58,483	~
CREDIT ICICI	1,37,450	~
IT	1,343	~
5% Security deposits	2,924	~
LWC	1,585	~
GST	2,686	~
b/c	11,900	~
(Rupees) Int on b/c	595	~
TOTAL	1,58,483	

Prepared

S.O. (Works)

E.O./D.E./D.D.O.

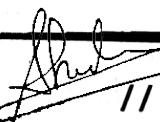
Received with thanks from Bathinda Development Authority, Bathinda the sum of Rupees

Rs. (Rs.

.....) Cash/Cheque No. Date

on account of

Receiver Signature


// TRUE COPY //