

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

ORIGINAL APPLICATION NO. 665/2023

IN THE MATTER OF: -

NIRMAL SINGH

... APPLICANT

VERSUS

STATE OF PUNJAB & ORS.

... RESPONDENTS

NDOH: 11.08.2025

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 TERMS OF THE ORDER DATED 08.07.2025 PASSED BY THIS HON'BLE TRIBUNAL IN THE ABOVECAPTIONED MATTER.	1-9
2.	<u>ANNEXURE R-1</u> A true copy of the layout plan.	10

THROUGH COUNSEL


(**Shubham Bhalla**)

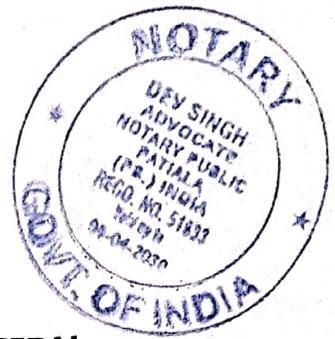
ADVOCATE FOR THE RESPONDENT NO.5
D-52, BASEMENT, PANCHSHEEL
ENCLAVE, NEW DELHI - 110017.

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DATE: 08.08.2025

PLACE: NEW DELHI



**BEFORE THE 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)

**SHORT AFFIDAVIT ON BEHALF OF RESPONDENT
NO.5/BATHINDA DEVELOPMENT AUTHORITY IN TERMS
OF THE ORDER DATED 08.07.2025 PASSED BY THIS
HON'BLE TRIBUNAL IN THE ABOVE-CAPTIONED
MATTER.**

I, Manisha Rana, Chief Administrator, BDA, being well conversant with the fact of the case in my official capacity and being competent to swear this affidavit on behalf of Respondent No.5/Bathinda Development Authority, do hereby solemnly affirm and state as under: -

1. That I am the Chief Administrator/Authorized Representative of Respondent No.5 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.





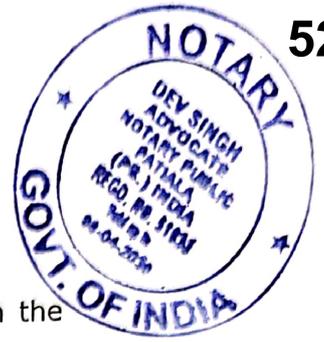
2. That on the last date of hearing certain issues had been highlighted and the present affidavit is being filed to clarify the said issues in the form of an additional response.
3. The answering respondent would like to humbly submit that as per the license of Farid Enclave Colony issued vide Letter No. 1458 dated 13.10.2005, the area of Phase-1 is 9.837 acres. Further, as per the license of Farid Enclave, Phase-2 issued vide Letter No. 1774 dated 10.12.2005, the area of Phase-2 is 9.881 acres. That the detailed dimensions are recorded on the approved layout plan.
A true copy of the layout plan is annexed herewith as **ANNEXURE R-1 @ pgs.10 to 10.**
4. The answering respondent would like to humbly submit that as per the latest approved layout plan of the colony vide Letter No. 531-S.T.P.(B) CL-FDK dated 29.03.2023, Farid Enclave, Phase-1 has 94 residential plots, 10 SCOs and 6 booths and Farid Enclave, Phase-2 has 104 residential plots, 14 SCOs and 6 booths.
5. The answering respondent would like to humbly submit that the information regarding the unsold plots is only available with the project proponent i.e. respondent no.



4. Further, this information would also be with the applicant and the RWA.
6. The answering respondent would like to humbly submit that there are 2 RWAs in this colony whose names are as follows: -
- a) Farid Enclave Welfare Society, Farid Enclave, Kotkapura Road, Faridkot - 151203.
 - b) Farid Enclave Residents Welfare Society, Reg. Off. At Kothi No. 93, Farid Enclave, Faridkot, Punjab - 151203, Mobile No. 98761 20990

It would be not out of place to mention here that both the aforesaid RWAs are registered with the office of Registrar of Societies vide Registration No. 1040 of 2022-2023 and No. 1054 of 2022-2023.

7. That with regard to the issue of compliance with the terms and conditions of the licence by the promoter, it is respectfully submitted that, as per the said terms, the promoter is required to transfer the open spaces in the colony to the Government. However, the land earmarked for the Sewage Treatment Plant (STP) has not yet been transferred to the Government. It is further submitted that it was alleged that the promoter was earlier discharging untreated waste water into the water body passing adjacent to the colony. The



jurisdiction to take action in this regard vests with the Punjab Pollution Control Board (PPCB), and such action can be initiated only by the said authority. Nevertheless, the matter now stands resolved as the STP is presently functional and the treated water is being utilised for irrigation of green areas in compliance with the norms prescribed by the PPCB.

8. The answering respondent would like to humbly submit that the promoter has violated Section 5(13) and 17-A of the PAPRA Act.
9. The answering respondent would like to humbly submit that there is no separate proposal for the green belt in the latest approved layout plan of the said colony. The approved layout plan has left "**Park and Green**" space, of which 2146.52 sq. yards area in Phase-1 is shown in the layout plan. Apart from this, as per the approved layout plan in Farid Enclave, Phase-2, 3276.89 square yards of space has been left for "**Park and Green**".
10. The answering respondent would like to humbly submit that in Farid Enclave, Phase-2, the **park area** in front of SCO No.19 to 24, measuring 740.78 sq. yards as per the map was encroached upon. In furtherance of which the constructions were demolished on the spot through



demolition drive conducted on 02.07.2025 as per the orders issued by the Competent Authority. Moreover, the tiles/floors have been removed on 06.08.2025 and the green area has been restored. It would be not out of place to mention here that further action regarding removal of encroachment will be taken by Additional Deputy Commissioner (G), Faridkot as it falls under their jurisdiction.

11. That after demolition, though the responsibility for the maintenance & restoration of the park is either with the promoter or the RWA, but as a one-time measure the BDA along with the Addl. Deputy Commission (G) have restored the encroached area.
12. The answering respondent would like to humbly submit that this aspect has already been clarified in the PAPRA Act. The relevant provision of the PAPRA Act is reproduced hereunder for the ready reference of this Hon'ble Tribunal: -



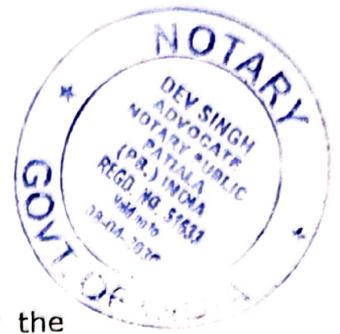
"Section 5 (13): -The promoter shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate or till the date of transfer the same, free of cost to the State Government or the local authority:



Provided that after the completion of development works in the colony, in all respects, the competent authority, may allow the promoter to hand over the maintenance of the infrastructure and services mentioned in this sub-section to an association of residents formed under section 17-A, which shall be responsible for management, maintenance, upkeep of common areas, infrastructure and common services of the colony."

XXXXX ----- XXXXX ----- XXXXX

13. That it is respectfully submitted that the primary purpose of transferring the green areas is to ensure that the land earmarked for parks and green spaces is not sold to any third party. However, as per the provisions of the Punjab Apartment and Property Regulation Act, 1995 (PAPRA), the responsibility for maintenance and upkeep of such green areas continues to rest with the promoter or the Resident Welfare Association (RWA), as the case may be.
14. The answering respondent would like to humbly submit that as per the provisions of the PAPRA Act, the promoter has not yet transferred the land of STP to the government. After transferring this land, the promoter has to hand over the maintenance of the infrastructure and services to the Resident Welfare Association (RWA) as per the provisions of Section 17-A the PAPRA Act.



Therefore, the maintenance of the services inside the colony has to be done either by the promoter or by the Resident Welfare Association (RWA). This aspect is already been provided for in the PAPRA Act. The relevant provision of the PAPRA Act is reproduced hereunder for the ready reference of this Hon'ble Tribunal: -

"17-A. (1) The competent authority shall by an order direct to form an association of residents in respect of a colony within a period of five years from the date of issue of completion certificate for maintenance and up-keep of common infrastructure and facilities in the colony.

(2) The owner or allottee or occupier of any plot or built-up property shall be a member of the association from the date he takes possession of such plot or property.

(3) The promoter of the colony shall be associate member of the association in respect of plots and properties meant for allotment or sale, but not yet allotted or sold. When such plot or property is later on allotted, sold or otherwise transferred, the allottee shall become a member of the association and the promoter shall cease to be associate member of the association in respect of such plot or property from the date of delivery of possession.

(4) The responsibility for administration and management of the colony and maintenance and upkeep of common areas, infrastructure and common services of the colony shall



devolve on the association from the date specified in the order under sub-section (1):

Provided that provisions of sections 19 to 37 of the Punjab Apartment Ownership Act, 1995 (Punjab Act 13 of 1995), shall apply mutatis mutandis regarding association and regulation of its affairs formed in a colony or building.

XXXXX ----- XXXXX ----- XXXXX

15. The answering respondent would like to humbly submit that as per the aforesaid provision of the PAPRA Act, in respect of the plots which have not yet been sold, **the promoter shall be an associate member of the Resident Welfare Association (RWA)**. Therefore, till all the plots of the colony are sold, the maintenance of the colony shall be done by the Resident Welfare Association (RWA) and the promoter [as an associate member as mentioned in section 17-A (3)].
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.

DEPONENT

VERIFICATION: -

I, Manisha Rana, Chief Administrator, BDA, the deponent above-named do hereby verify and declare that the facts

stated in the above affidavit from para no. 1 to are true
to my knowledge and belief.

Verified at on this day of August 2025.



[Handwritten Signature]
DEPONENT

Certified to be true Photocopy
of the Original
[Handwritten Signature]
NOTARY PUBLIC
Patiala, (Pb.) INDIA.

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

[Handwritten Signature]

I identify the deponent/Person to whom I Know Personally.

This Documents has been registered at Serial No. 12 this day of 8-08-2025

REVISED RESIDENTIAL COLONY FARID ENCLAVE COMBINED PHASE-I & II, ON KOTAKPURA ROAD AT FARIDKOT

PROMOTER :- M/S BABA FAREED COLONISERS, KOTAKPURA ROAD, FARIDKOT

TOTAL AREA OF THE SCHEME PH-I - 9837 ACRES OR 47609.17 SQ. YARD
TOTAL AREA OF THE SCHEME PH-II - 9.851 ACRES OR 47823.09 SQ. YARD

DETAILS OF RESIDENCE PLOTS :- PHASE-I

SR. NOS.	PLOT NOS.	SIZE IN FT.	AREA OF EACH PLOT OF SQ. YARD	NOS. OF PLOTS	TOTAL AREA IN SQ. YARD	
1.	1 TO 5, 1 TO 11	41'-0" X 100'-0"	412.71	10	4127.80	
2.	6, 7	42'-0" X 100'-0"	466.67	2	933.34	
3.	13 to 17, 24 to 27	36'-0" X 80'-0"	293.00	6	280.80	
4.	11, 23	35'-0" X 80'-0"	311.11	2	622.22	
5.	18 to 22	37'-0" X 80'-0"	318.51	4	1332.31	
6.	28	36'-0" X 80'-0"	315.56	1	315.56	
7.	29, 30, 41 to 44	25'-0" X 60'-0"	166.67	6	1000.02	
8.	31 TO 40, 43 TO 49	36'-0" X 60'-0"	200.00	13	3000.00	
9.	50 to 59 to 61 to 64	34'-0" X 75'-0"	250.00	27	6750.00	
10.	66 to 70, 76, 77, 79, 80	37'-0" X 75'-0"	338.67	1	871.01	
11.	80, 85, 88	35'-0" X 75'-0"	233.33	3	233.33	
12.	81 to 92	28'-0" X 60'-0"	173.33	12	2080.00	
13.	93, 94	25'-0" X 60'-0"	153.33	2	306.67	
TOTAL					241	25107.27

DETAILS OF RESIDENCE PLOTS :- PHASE-II

SR. NOS.	PLOT NOS.	SIZE IN FT.	AREA OF EACH PLOT OF SQ. YARD	NOS. OF PLOTS	TOTAL AREA IN SQ. YARD	
1.	101	67'-0" X 207'-0"	343.83	1	343.83	
2.	102 to 106, 116 to 122	42'-0" X 75'-0"	306.00	12	3660.00	
3.	107 to 110, 140 to 159	47'-0" X 60'-0"	280.00	54	6800.00	
4.	111 to 114	42'-0" X 100'-0"	466.67	4	1866.68	
5.	115	45'-0" X 75'-0"	337.50	1	337.50	
6.	123 to 126	31'-0" X 65'-0"	155.00	4	620.00	
7.	127	30'-0" X 65'-0" (1) 2'-0" X 6'-0"	146.67	1	146.67	
8.	128, 139	42'-0" X 80'-0"	337.78	2	755.56	
9.	129 to 138	37'-0" X 80'-0"	333.33	10	3333.30	
10.	160	47'-0" X 60'-0" (1) 2'-0" X 10'-0"	197.78	1	197.78	
11.	161	30'-0" X 65'-0"	193.33	1	193.33	
12.	162	28'-0" X 60'-0"	180.44	1	180.44	
13.	168 to 171	25'-0" X 60'-0"	166.67	4	666.68	
14.	177 to 187, 190 to 201	30'-0" X 65'-0"	250.00	23	5750.00	
15.	188, 189	35'-0" X 65'-0"	209.67	2	581.34	
16.	202	39'-0" X 60'-0" (1) 2'-0" X 10'-0"	245.55	1	245.55	
17.	203	30'-0" X 70'-0"	243.33	1	243.33	
18.	204	35'-0" X 70'-0"	280.89	1	280.89	
TOTAL					104	26189.38

STATEMENT OF AREAS :- PHASE-I

AREA UNDER RESIDENTIAL PLOTS	23107.27 SQ. YD.	5.18 ACRE	12.34%
AREA UNDER COMMERCIAL PLOTS	12444 SQ. YD.		
1. 3 S.C.O. 1 TO 10	SIZE 16'-0" X 60'-0"	843.00 SQ. YD.	
1. 5 BIRTH	1 TO 6	SIZE 10'-0" X 30'-0"	250.00 SQ. YD.
TOTAL	13074.50 SQ. YD.	0.371 ACRE	4.91%
TOTAL SALEABLE AREA	24917.50 SQ. YD.	5.80 ACRE	56.65%

AREA UNDER NURSERY SCHOOL	918.22	0.702	2.6%
AREA UNDER WATER WORKS EGS	844.63	0.175	0.7%
AREA UNDER S.P.	386.67	0.886	3.4%
AREA UNDER PARK & GREEN	2146.42	0.443	1.5%
AREA UNDER ROAD, PARKING PAVEMENT	1333.82	3.228	12.7%
TOTAL	6790.77	9.827	36.8%

DETAILS OF PARKING

PARKING NO. 1 7 S.C.O. 30'-0" X 80'-0" EACH 30'-0" X 60'-0" X 11-000.00 SQ. FT. F.A.R. = 1.25 TOTAL COVER AREA 12000.25 20000.00 FT. OR 24200.00 MTR. PARKING AREA REQUIRED 24000.00 / 110 = 218.18 EGS IECS - 22.90 MTR. 11122 = 483.50 SQ. MTR. OR 771.82 SQ. FT. PARKING PROVIDED = 18754'-0" X 116350' T. PARKING PROVIDED = 44560'-0" X 26'-0" = 1163.51 SQ. FT.	PARKING NO. 2 35 C.O. 16'-0" X 60'-0" EACH 16'-0" X 60'-0" X 12630.00 sq. ft. F.A.R. = 1.25 TOTAL COVER AREA 12672.25 7007.50 FT. OR 81150.00 MTR. PARKING AREA REQUIRED 68151.13 / 100 = 908.8 EGS IECS = 23.92 MTR. 11122 = 483.50 SQ. MTR. OR 771.82 SQ. FT. PARKING PROVIDED = 18754'-0" X 116350' T. PARKING PROVIDED = 44560'-0" X 26'-0" = 1163.51 SQ. FT.	PARKING NO. 3 18000.00 SQ. FT. OR 1800.00 MTR. PARKING PROVIDED = 30760'-0" X 100.00 SQ. FT. PARKING NO. 4 18000.00 SQ. FT. OR 1800.00 MTR. PARKING PROVIDED = 30760'-0" X 100.00 SQ. FT. TOTAL COVER AREA 18000.25 18000.00 FT. OR 18000.00 MTR. TOTAL COVER AREA REQUIRED 187200.13 / 100 = 2220.0 EGS IECS = 23.92 MTR. 11122 = 483.50 SQ. MTR. OR 771.82 SQ. FT. PARKING PROVIDED = 60254'-0" X 140.00 SQ. FT.
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STATEMENT OF AREAS :- PHASE-II

AREA UNDER RESIDENTIAL PLOTS	26189.38 SQ. YD.	5.41 ACRE	54.26%
AREA UNDER COMMERCIAL PLOTS	14022.21 SQ. YD.		
1. 4 S.C.O. 11 TO 14	SIZE 20'-0" X 60'-0"	720.00 SQ. YD.	
2. 6 BIRTH	7 TO 10	SIZE 16'-0" X 30'-0"	200.00 SQ. YD.
TOTAL	24822.50 SQ. YD.	0.48 ACRE	4.91%
TOTAL SALEABLE AREA	28571.89 SQ. YD.	5.88 ACRE	56.67%

AREA UNDER NURSERY SCHOOL	1254.76	0.230	2.6% (CONVERT INTO CLUB)
AREA UNDER PARK & GREEN	3276.89	0.577	6.35%
AREA UNDER ROAD, PARKING PAVEMENT	47823.09	10.441	100.00%
TOTAL	48854.74	11.248	100.00%

DETAILS OF PARKING

PARKING NO. 1 1 S.C.O. 30'-0" X 60'-0" EACH 30'-0" X 60'-0" X 15000.00 SQ. FT. F.A.R. = 1.25 TOTAL COVER AREA 15000.25 28000.00 FT. OR 28000.00 MTR. PARKING AREA REQUIRED 28000.00 / 110 = 254.55 EGS IECS - 22.90 MTR. 11122 = 483.50 SQ. MTR. OR 771.82 SQ. FT. PARKING PROVIDED = 18754'-0" X 116350' T. PARKING PROVIDED = 44560'-0" X 26'-0" = 1163.51 SQ. FT.	PARKING NO. 2 1 S.C.O. 16'-0" X 60'-0" EACH 16'-0" X 60'-0" X 15000.00 sq. ft. F.A.R. = 1.25 TOTAL COVER AREA 15000.25 14700.00 FT. OR 16611.50 MTR. PARKING AREA REQUIRED 14661.30 / 100 = 146.61 EGS IECS - 23.92 MTR. 11122 = 483.50 SQ. MTR. OR 771.82 SQ. FT. PARKING PROVIDED = 110754'-0" X 700.00 SQ. FT.	PARKING NO. 3 18000.00 SQ. FT. OR 1800.00 MTR. PARKING PROVIDED = 30760'-0" X 100.00 sq. ft. F.A.R. = 1.125 TOTAL COVER AREA 18000.25 18000.00 FT. OR 18000.00 MTR. TOTAL COVER AREA REQUIRED 187200.13 / 100 = 2220.0 EGS IECS = 23.92 MTR. 11122 = 483.50 SQ. MTR. OR 771.82 SQ. FT. PARKING PROVIDED = 60254'-0" X 140.00 SQ. FT.
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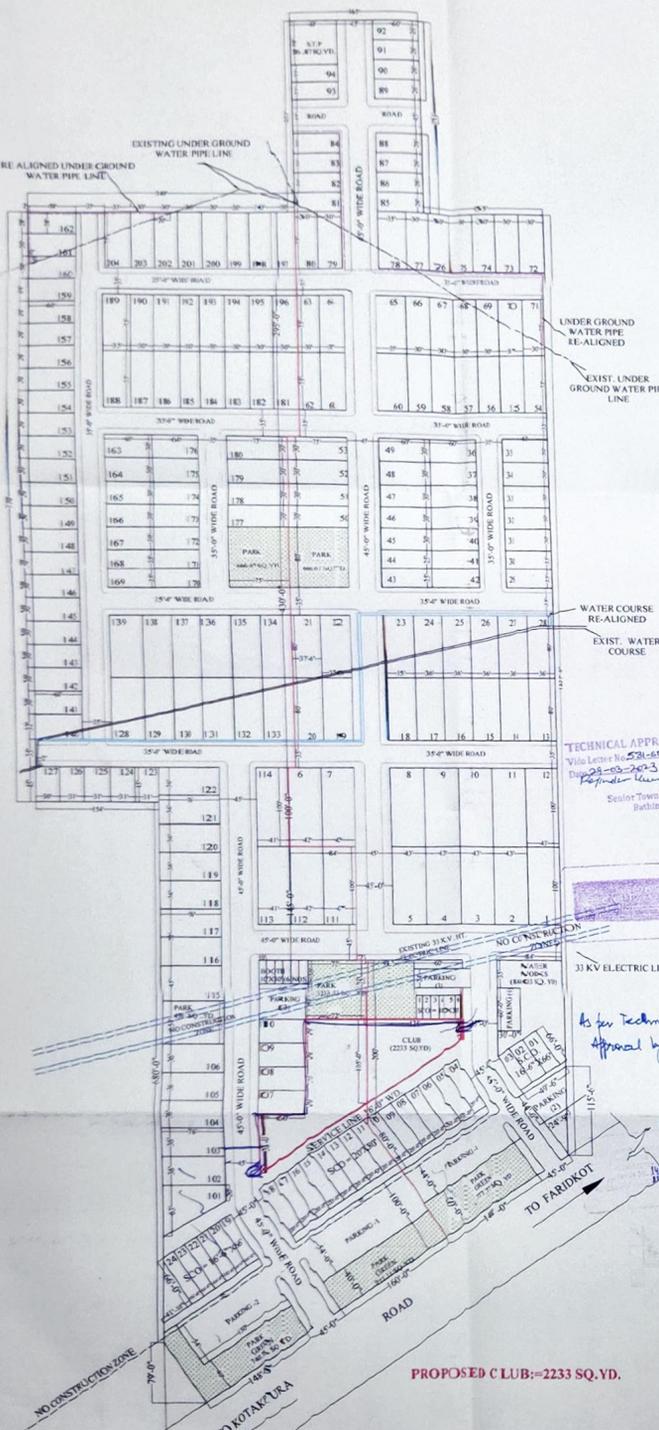
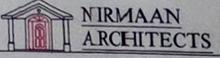
DRAWING NO. NM14 DATED: 25-10-2011

PROMOTER :-

ARCHITECT :-

Asst. Clerk
Handwritten initials and signatures

ARCHITECTS: VILKRESHT & VASTU CONST.
2ND FLOOR, C.O.-49 COLLE DIGGI, BTLI
CONT. NO. - 9985-36983, 98880-47736
E-MAIL: ADD. - vilkresht.architects@yahoo.com



PROPOSED CLUB:-2233 SQ. YD.

SANCTIONED
DRAWING NO. 12 JOB. 18
DATED: 25-07-2010 (PHASE-I REVISED)
DRAWING NO. 4 JOB. 20
DATED: 15-10-2005 (PHASE-2)

//TRUE COPY//