

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI**

ORIGINAL APPLICATION NO. 665 OF 2023

**IN THE MATTER OF :-**

Nirmal Singh

...Applicant

Versus

State of Punjab & Ors.

...Respondents

**NDOH: 29.01.2026**

**I N D E X**

S. No.	Particulars	Page No.
1.	Short Affidavit on behalf of respondent no.5/Bathinda Development Authority in terms of order dated 07.10.2025 passed by this Hon'ble Tribunal.	<b>1-7</b>

THROUGH COUNSEL

  
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PLACE: NEW DELHI

DATE: 21.01.2026

**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 07/10/2025 PASSED BY THIS  
HON'BLE TRIBUNAL IN THE ABOVE-CAPTIONED MATTER.**

I, Narinder Singh, Additional 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 Additional 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



*[Handwritten signature]*

**2**

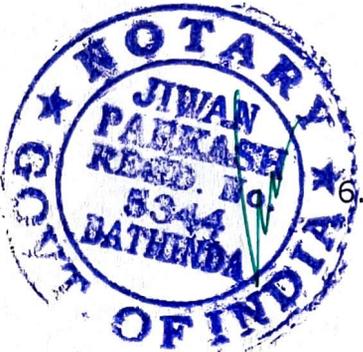
clarify the said issues in the form of an additional response.

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. Copy of the layout plan has already been placed on record as **ANNEXURE R- 1 @ pgs. 10 to 10 .**
4. That with regard to the issue of encroachments on the green belt, 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 have been left for "**Park and Green**".
5. That the answering respondent most respectfully submits that in *Farid Enclave, Phase-II*, the park area situated in



front of **SCO Nos. 19 to 24**, measuring **740.78 square yards** as per the approved layout plan, had been encroached upon. Pursuant thereto, and in compliance with the orders passed by the Competent Authority i.e. Additional Deputy Commissioner (G), Faridkot, a demolition drive was conducted on 02.07.2025, during which the unauthorized constructions were demolished on the spot. Thereafter, the tiles/flooring laid over the said area were removed on 06.08.2025, and the green area was duly restored. It is submitted that the entire action was undertaken by the office of the Additional Deputy Commissioner (G), Faridkot, the said area falling within their jurisdiction. As per the latest report received from the office of the Additional Deputy Commissioner (G), Faridkot, there is presently no encroachment at the site. 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.

7. That with regard to the issue of compliance with the terms and conditions of the license 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.

8. The answering respondent would like to humbly submit that the promoter has violated Section 5(13) and 17-A of the Punjab Apartment and Property Regulation Act, 1995 Act (PAPRA).

9. 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 in 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), which is reproduced hereinunder for the ready reference of this Hon'ble Court: -



**"17A. Formation of association. -**

(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.

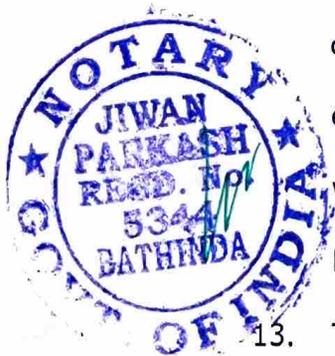
(3) The promoter of the colony shall be associate member of the association in respect of plots and properties meant for allotment or sale, but not yet allotted or sold. When such plot or property is later on allotted, sold or otherwise transferred, the allottee shall become a member of the association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

10. Therefore, PAPRA clearly provides that the maintenance services are to be undertaken either by the promoter or the RWA.
11. The answering respondent would like to categorically submit the reason for the maintenance services being taken over by the promoter or the RWA is because either the promoter or the RWA which takes the maintenances charges from the allottees and not a single penny is paid to the Bathinda Development authority.
12. The STP is still being run by the Bathinda Development Authority, on account of the direction by this Hon'ble Tribunal. However, the duty and obligation to run the STP, clear the charges and take over the maintenance of the entry project rests with the promoter or the RWA, for which an appropriate application has been filed bearing IA No. 92 of 2025, which is still pending.
13. Therefore, the Deponent humbly prays that IA no. 92 of 2025 may kindly be allowed, the maintenance of the



society, STP may kindly be directed by this Hon'ble Tribunal to be taken over by the promoter or the RWA and the dues cleared till date.

14. That the present affidavit is being filed to apprise this on the Hon'ble Tribunal about the factual scenario of the case and the subsequent events. Therefore, it is prayed that the present affidavit may kindly be taken on record.

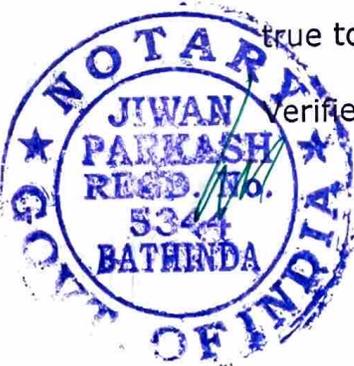
15. That the contents of the foregoing affidavit are true and correct to my knowledge; no part of it is false, and nothing material has been concealed therefrom.

*HN*  
Additional Chief Administrator  
**DEPONENT**  
B.D.A., Bathinda

**VERIFICATION: -**

I, Narinder Singh, Additional 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 January 2026.



*HN*  
Additional Chief Administrator  
**DEPONENT**  
B.D.A., Bathinda

TO BE ENTERED IN MY NOTARIAL REGISTER No. \_\_\_\_\_ AT SR. No. \_\_\_\_\_ DATE \_\_\_\_\_  
*29/1/26*  
JIWAN PARKASH NOTARY BATHINDA

9 JAN 2026

**ATTESTED**  
JIWAN PARKASH  
ADVOCATE CUM  
NOTARY, BATHINDA

9 JAN 2026

*19/01/2026*