

POLICY FOR GIVING THE MAINTENANCE OF HUDA PARKS TO SECTOR WELFARE

ASSOCIATION FOR MAINTENANCE PURPOSES.

(Instructions issued vide CE HUDA Memo No. 17766-72 dt. 12/12/2007)

- 1) The total number of parks within the sector shall be considered as one unit for giving parks/open spaces for Maintenance purposes.**
- 2) Registered Sector Welfare Association/Registered Body of that sector shall only be allowed to take the Mtc. Work.**
- 3) The Administrator, HUDA will be the Nodal Agency for all purposes.**
- 4) For Maintenance purpose Rs. 1/- per sqm per month which includes labour component and cost of Farm Yard Manure, Pesticides/insecticides and other T&P Articles etc will be paid to Maintaining Agency.**
- 5) Payment to the Maintaining Agency will be released by 7th of every Succeeding Month on certification by the concerned JE(Hort)/SDE(Hort) or any other officer empowered by the Administrator,HUDA, on his behalf.**
- 6) That the Registered Body/Welfare Association shall maintain the said parks to the satisfaction of concerned XEN(Hort) or any other officer empowered by Admn.HUDA on his behalf as per the terms and conditions laid herein under:-**
 - i) The Registered Body /Welfare Association shall not utilize or permit to utilize the said parks belonging to HUDA 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 HUDA 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 ½'as approved by the Administrator, HUDA or any other 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 Administrator, HUDA or any other officer empowered by him on his behalf shall be final. The inscription on the board shall be approved by the Admn. HUDA or any other 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 HUDA parks nor shall it be deemed to have Possession or be considered as being conferred with any right, title or interest in respect of the 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 HUDA Park. 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. 1/-per square Meter per month to cover the entire costs and expenses on the maintenance of the said HUDA Park.**
- vi) The Registered Body/Welfare Association be solely responsible for keeping the said HUDA Park in neat and healthy condition to the satisfaction of Administrator, HUDA or any other officer empowered by him on his behalf and Association should not permit park for holding marriage and functions etc. For holding of Marriages or other religious functions, approval of HUDA will be obtained.**
- vii) That the said HUDA park shall be open to the general public without any restraint/entry fee or prohibition whatsoever. The Registered Body/Welfare Association shall use the land of the HUDA park only for maintenance of the park and shall not transfer the maintenance of the park 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 Registered Body/Welfare Association shall enter into an agreement for maintenance of the said HUDA Park with HUDA .**
- 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 HUDA park ,all assets (movable and immovable) , shall vest with HUDA.**
- x) That Registered Body/Welfare Association shall not remove or cut any plant, tree etc.including any other item from the said HUDA Park.**
- xi) That the Registered Body/Welfare Association shall not erect, construct or put any sort of structure, movable or immovable, temporary or permanent or semi-permanent without the written consent of Administrator, HUDA or any other officer empowered by him on his behalf for the purpose of maintenance of the said HUDA Park.**
- xii) That in case the Registered Body/Welfare Association wants to install any pipeline, etc for maintenance purposes of parks/green space the Registered Body/Welfare Association shall not do so without the written permission of the Administrator, HUDA or any other officer empowered by him on his behalf and expenses there of 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 here-in-above and the same shall become the property of HUDA.

- 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 Administrator, HUDA 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 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 HUDA Park and shall not claim any right, title or interest in the said park.
- xv) That the Registered Body/Welfare Association shall be responsible for all damages or loss of property of the said HUDA 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 HUDA 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 Administrator, HUDA or any other Officer empowered by him on his behalf with regard to the extent and quantum of compensation to be paid to the HUDA 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 HUDA Park otherwise herein before provided for shall be referred to sole arbitration to Administrator, HUDA or his nominee. There will be no objection to any such appointment, that the arbitrators appointed is a 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) That Registered Body/Welfare Association shall also abide by all the instructions and order issued by Administrator, HUDA 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 HUDA will not be responsible or liable for paying any 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 HUDA 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 HUDA 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 HUDA Park.
- xxi) That the HUDA shall have the right to post its supervisors in the said HUDA park at their discretion and its officers or Authorized representatives shall have access to it at all hours to the said HUDA park or any part thereof and the Registered Body/Welfare Association shall have no objection whatsoever for the same.
- xxii) That the HUDA shall be free to use the said HUDA Park for any purpose whatsoever and the Registered Body/Welfare Association shall not raise any objection to it on any ground whatsoever.
- xxiii) The HUDA shall be competent to dispose off or sell the timber, trees and other forests, produce etc of the said HUDA Park being the owner thereof.
- xxiv) That the stamp duty payable for the execution of the agreement of Maintenance of the said HUDA Park shall be borne by the Registered Body/Welfare Association.