

Sl. No.	ARV OF PROPERTIES	DIAMETER OF FERRULE	DOMESTIC WATER RATE	COMMERCIAL WATER RATE	NO OF PROPERTIES
1	0 to 149	3.5 MM	18	36	285
2	150 to 299	5.0 MM	22	43	355
3	300 to 499	6.5 MM	26	54	390
4	500 to 999	1.0 CM	36	72	428
5	1000 to 1499	1.3 CM	54	108	189
6	1500 to 2499	1.5 CM	62	126	225
7	2500 to 3499	2.0 CM	72	144	78
8	3500 to 4999	2.5 CM	90	180	47
9	5000 to 9999	3.0 CM	108	216	45
10	10000 to 14999	3.5 CM	116	234	10
11	15000 to 30000 & above	4.0 CM	180	360	15

2. Now, a GIS module of water supply is introduced for applying water connection online by BEL. In this module, Diameter of ferrule given in Col.2 of Table-1 has been changed and a new BEL templates are provided in which dia of pipes are 0.25" (6.5mm), 0.5" (1.5cm), 0.75" (2.0cm), 1" (2.5cm) and 1.5" (3.5cm) are provided to be considered for charging water rate. According to the BEL templates, the rates are categorized/rearranged as per the Table-2 which is furnished below.

Table - 2

Sl. No.	ARV OF PROPERTIES	PIPE SIZE IN INCH	DOMESTIC WATER RATE	COMMERCIAL WATER RATE	NO OF PROPERTIES
(1+2+3)	0 to 449	0.25	26	54	1030
(4+5+6)	500 to 2499	0.5	54	108	842
(7)	2500 to 3499	0.75	72	144	78
(8)	3500 to 4999	1	90	180	47
(9+10+11)	above 5000	1.5	180	360	70

3. The total receipts as per Table-1 is ₹81210/- per month for all 2067 properties considering domestic connection and the total receipts as per Table-2 is worked out to ₹94694/- per month considering all domestic connections.

4. Hence, for GIS module of online water connection, the rates may be categorized as per Table-2.

5. The matter may be put up to the Board to approve the water rates furnished under Table-2.

The Board may decide the matter and approve the same. The relevant documents are placed on the table.

Resolution- Considered and approved.

(Sh. Devanshu Chaudhary, IDES)
Member Secretary
Cantonment Board, Danapur Cantt.

Dated 1st Nov. 2021

(Brig. Alok Khurana)
President
Cantonment Board, Danapur Cantt.

Dated 01 Nov 2021

प्रस्ताव सं०/AGENDA No. 29

Subject: - CHATTH PUJA - 2021

It is brought to the notice of the board that the tenders with Tender reference No. CBD/AC/Chhath/2021-22/1 dated 23.09.2021 (Tender ID 2021_DGDE_477271_1) for "Arrangement of of Barricades at Ganga Ghats in Danapur Cantonment Area" tender Notice No. CBD/AC/Chhath/2021-22/2 dated 23.09.2021 (Tender ID 2021_DGDE_477277_1) for "Arrangement of Boat, Shamiyana, Banner and Video Graphy arrangement at Ganga Ghat Danapur Cantt" Tender Notice No. CBD/AC/Chhath/2021-22/3 dated 23.09.2021 (Tender ID 2021_DGDE_477282_1) for "Demolishing and laying sand on the Ghats of the Ganga in Danapur Cantt" Tender Notice No. CBD/AC/Chhath/2021-22/4 dated 23.09.2021 (Tender ID 2021_DGDE_477289_1) for "Arrangement of Light, Generator, Mike, Chair and Control Room at Ganga Ghats Danapur Cantt" were invited through e-tendering process. The tender was published in www.eprocure.gov.in along with newspapers on 16.10.2021. The critical dates are mentioned hereunder:-

Date of Publication	:	23.09.2021
Online document download start date	:	23.09.2021
Bid Submission start date	:	23.09.2021
Document Download end date	:	13.10.2021
Bid submission end date	:	13.10.2021
Technical bid opening date	:	16.10.2021

Note: Only one application against the first tender was applied. So the same tender was re-invited. The next tender was invited vide letter No. CBD/AC/Chhath/2021-22/240 dt. 16.10.2021. Details is hereunder:

Tender reference No. CBD/AC/Chhath/2021-22/1 dated 16.10.2021 (Tender ID 2021_DGDE_482216_1) for "Arrangement of of Barricades at Ganga Ghats in Danapur Cantonment Area" Tender Notice No. CBD/AC/Chhath/2021-22/2 dated 16-10-2021 (Tender ID 2021_DGDE_482224_1) for "Arrangement of Boat, Shamiyana, Banner and Video Graphy arrangement at Ganga Ghat Danapur Cantt" Tender Notice No. CBD/AC/Chhath/2021-22/3 dated 16-10-2021 (Tender ID 2021_DGDE_482230_1) for "Demolishing and laying sand on the Ghats of the Ganga in Danapur Cantt" Tender Notice No. CBD/AC/Chhath/2021-22/4 dated 16-10-2021 (Tender ID 2021_DGDE_482233_1) for "Arrangement of Light, Generator, Mike, Chair and Control Room at Ganga Ghats Danapur Cantt" were invited through e-tendering process. The tender was published in www.eprocure.gov.in along with newspapers on 16.10.2021. The critical dates are mentioned hereunder:-

Date of Publication	:	16.10.2021
Online document download start date	:	16.10.2021
Bid Submission start date	:	16.10.2021
Document Download end date	:	23.10.2021
Bid submission end date	:	23.10.2021
Technical bid opening date	:	25.10.2021

In reference to the above three quotation received i.e. (i) Golu Enterprises (ii) Mahiraj Construction Works and (iii) Anmol Enterprises. Their Technical bids opened by the Technical Evaluation Committee dt. 25.10.2021 @ 11:00 AM but only **Mahiraj Construction Works** found eligible to open financial bid. And the Technical Evaluation Committee recommended that financial bid for Mahiraj Construction works can be opened as the technical bid by the tender opened on 25.10.2021 by Technical Evaluation Committee have been accepted as per the documents submitted by them in the tender. Thereafter the financial bid of **Mahiraj Construction works** was opened 28-Oct-2021 @ 10:40AM.

After opening of Technical Bid by technical evaluation Committee/Tender Committee on 28.10.2021 @ 10:46AM, As per the recommendation of Technical tender evaluation committee; the financial bid of Mahiraj Construction Works was opened in response to the tender for the work for "Arrangement of Barricades at Ganga Ghats in Danapur Cantonment Area, "Arrangement of Boat, Shamiyana, Banner and Video Graphy arrangement at Ganga Ghat Danapur Cantt, "Demolishing and laying sand on the Ghats of the Ganga in Danapur Cantt"

"Arrangement of Light, Generator, Mike, Chair and Control Room at Ganga Ghats Danapur Cantt" were invited through e-tendering process. The details of documents/rates submitted by the **Mahiraj Construction Works** are as follows :-

क्रम	कार्य का नाम	विवरण	दर	कार्य पूरा करने का समय
1	2	3	4	5
1.	रोड पर बैरेकेडिंग का कार्य	प्रति पीस	3949/- प्रति पिस	नहाय-खाय से एक दिवस पूर्व संध्या तक जो संभवतः 07/11/2021 है।
2.	पानी में बैरेकेडिंग का कार्य लाल कपड़ा लगा हुआ	प्रति मीटर लम्बाई जो बल्ला गाड़कर बाँस लगाया जाएगा।	175/प्रति मी.	खरना के दिन 10:00 बजे तक जो संभवतः 09/11/2021 है।

क्रम	कार्य का नाम	विवरण	दर	कार्य पूरा करने का समय
1	2	3	4	5
1.	गंगा बालू प्रति नाव 350 सी.एफ.टी. (प्रतिनियुक्त दण्डाधिकारी एवं थाना प्रभारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)	आवश्यकतानुसार (प्रति नाव के दर भरें, नाव की संख्या) पर से बालू उतारना/ढोना एवं समतल करना।	प्रति नाव 6000/-	खरना को 01:00 बजे दिन तक जो संभवतः 09/11/2021 है साथ ही शाम प्रथम अरघ को रात्रि में आवश्यकतानुसार आपूर्ति।
2.	गंगा घाट पर या छावनी क्षेत्र में प्रति 100 सी.एफ. टी. ट्रैक्टर के द्वारा समतल सहीत (प्रतिनियुक्त दण्डाधिकारी एवं थाना प्रभारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)	ट्रैक्टर पर से बालू उतारना एवं समतल करना।	प्रति ट्रैक्टर 2749/-	खरना को 01:00 बजे तक जो संभवतः 09/11/2021 है। कार्यालय के द्वारा बालू गिराने कि तिथि की शुरुआत की जायेगी।

क्रम	कार्य का नाम	विवरण	दर	कार्य पूरा करने का समय
1	2	3	4	5
1.	वभिन्न घाटों तथा विभिन्न स्थानों पर लाईट, जेनरेटर, माईक, कुर्सी एवं कन्ट्रोल रूम इत्यादि की आवश्यकतानुसार व्यवस्था (प्रतिनियुक्त दण्डाधिकारी	हैलोजन, जेनरेटर प्रति सेट/ लाईट, जेनरेटर, माईक, कुर्सी एवं कन्ट्रोल रूम प्रति सेट।	19949/- प्रति घाट	खरना के दिन से द्वितीय अरघ तक के सुबह तक संभवतः 10 नवम्बर से 11 नवम्बर, 2021 सुबह तक।

	एवं थाना प्रमारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)		
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क्रम	कार्य का नाम	विवरण	दर	कार्य पूरा करने का समय
1	2	3	4	5
1.	कपड़ा बदलने हेतू शमियाना व्यवस्था (4*4 का 4 पीस का एक सेट) (प्रतिनियुक्त दण्डाधिकारी एवं थाना प्रमारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)	ईमलीतल घाट से आई.बी. घाट तक आवश्यकतानुसार	प्रति सेट 2000/-	खरना के दिन संभवतः 09/11/2021 से द्वितीय अरघ के सुबह 09:00 बजे तक जो संभवतः 11/11/2021 तक है।
2.	खतरनाक घाटों एवं अन्य का बैनर (4*3) फीट (प्रतिनियुक्त दण्डाधिकारी एवं थाना प्रमारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)	आवश्यकतानुसार	प्रति बैनर 800/-	09/11/2021 को सुबह 11:00 बजे तक।
3.	घाटों के निरीक्षण हेतू नाव	3 पीस ईंधन सहित।	प्रति नाव 5500/-	प्रथम अरघ से द्वितीय अरघ तक संभवतः 10 से 11 नवम्बर, 2021
4.	विडियोग्राफी (प्रतिनियुक्त दण्डाधिकारी एवं थाना प्रमारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)	3 पीस (तैयार सी.डी. सहित)	14500/-	प्रथम अरघ से द्वितीय अरघ तक जो संभवतः 10 एवं 11 नवम्बर, 2021 तक है।
5.	झालासी प्रति पुल्ला (प्रतिनियुक्त दण्डाधिकारी एवं थाना प्रमारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)	आवश्यकतानुसार	प्रति पुल्ला 200/-	खरना के दिन तक संभवतः 09/11/2021
6.	चाली प्रतिथीम (प्रतिनियुक्त दण्डाधिकारी एवं थाना प्रमारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)	आवश्यकतानुसार	प्रति चाली 239/-	खरना के दिन तक संभवतः 09/11/2021
7.	पुआल (प्रतिनियुक्त दण्डाधिकारी एवं थाना प्रमारी सह कार्यालय से प्रतिनियुक्त पदाधिकारी के निर्देशानुसार कार्य करना है।)	आवश्यकतानुसार	200/- प्रति बण्डल	खरना के दिन तक संभवतः 09/11/2021

8.	पाईप सिमेंट, गोलाई 6 इंच, लम्बाई 10 फीट	आवश्यकतानुसार	प्रति पाइप 1500/-	खरना के दिन तक संभवतः 09/11/2021
9.	पाईप सिमेंट, गोलाई, 2 फीट लम्बाई 06 फीट	आवश्यकतानुसार	प्रति पाइप 4500/-	खरना के दिन तक संभवतः 09/11/2021
10.	दानापुर छावनी क्षेत्र में पड़ने वाले घाटों पर गेट लगाने की व्यवस्था हेतु।	प्रति गेट	प्रति गेट 10500/-	10 नवम्बर से 11 नवम्बर 2021 तक।
11.	खाली सिमेंट बोरा/गन्नी बैग की व्यवस्था।	आवश्यकतानुसार	प्रति बोरा 09/-	

Financial tender evaluation Committee recommended the above mentioned financial bid submitted by **Mahiraj Construction Works** to be **L1**.

Hence the above mentioned rates submitted by **Mahiraj Construction Works** for the Tender reference No. CBD/AC/Chhath/2021-22/1 dated 16.10.2021 (Tender ID 2021_DGDE_482216_1) for "Arrangement of of Barricades at Ganga Ghats in Danapur Cantonment Area" Tender Notice No. CBD/AC/Chhath/2021-22/2 dated 16-10-2021 (Tender ID 2021_DGDE_482224_1) for "Arrangement of Boat, Shamiyana, Banner and Video Graphy arrangement at Ganga Ghat Danapur Cantt" Tender Notice No. CBD/AC/Chhath/2021-22/3 dated 16-10-2021 (Tender ID 2021_DGDE_482230_1) for "Demolishing and laying sand on the Ghats of the Ganga in Danapur Cantt" Tender Notice No. CBD/AC/Chhath/2021-22/4 dated 16-10-2021 (Tender ID 2021_DGDE_482233_1) for "Arrangement of Light, Generator, Mike, Chair and Control Room at Ganga Ghats Danapur Cantt" as the Chhath puja - 2021 is coming shortly and very few days is left to arrange the tender items.

There will also be requirement of extra 60 labors to carry out the essential sanitation, cleanliness and such the works on the ghats inside Cantonment area where chhath be organized started from 01st of November, 2021 to 11th of November, 2021 which wages be paid by this office to bidder as per Government rate.

In view of the above the tender may be given/awarded to **Mahiraj Construction Works** and the matter may be referred to the board for consideration and approval.

It is to be noted that as per Rule 173 (xiii) of the GENERAL FINANCIAL RULES 2017; pertaining to Transparency, competition, fairness and elimination of arbitrariness in the procurement process; Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

Resolution: Considered and approved that the tender with Tender reference No. CBD/AC/Chhath/2021-22/1 dated 16.10.2021 (Tender ID 2021_DGDE_482216_1) for "Arrangement of of Barricades at Ganga Ghats in Danapur Cantonment Area" Tender Notice No. CBD/AC/Chhath/2021-22/2 dated 16-10-2021 (Tender ID 2021_DGDE_482224_1) for "Arrangement of Boat, Shamiyana, Banner and Video Graphy arrangement at Ganga Ghat Danapur Cantt" Tender Notice No. CBD/AC/Chhath/2021-22/3 dated 16-10-2021 (Tender ID 2021_DGDE_482230_1) for "Demolishing and laying sand on the Ghats of the Ganga in Danapur Cantt" Tender Notice No. CBD/AC/Chhath/2021-22/4 dated 16-10-2021 (Tender ID 2021_DGDE_482233_1) for "Arrangement of Light, Generator, Mike, Chair and Control Room at Ganga Ghats Danapur Cantt" may be given/awarded to **Mahiraj Construction Works** for successful completion of the work.

(Sh. Devanshu Chaudhary, IDES)
Member Secretary
Cantonment Board, Danapur Cantt.

Dated 1st Nov. 2021

(Brig. Alok Khurana)
President

Cantonment Board, Danapur Cantt.

Dated 01 Nov 2021

प्रस्ताव सं०/AGENDA No. 30

SUBJECT: ENHANCEMENT OF CHARGE FOR CHHAWANI SADAN BOOKING

It is brought to the notice of the Board that the building named Chhawani Sadan is used as community hall which is situated in the heart of the town. The Board has provided so many facilities for users but inspite of that the Board is not getting considerable income from it. The charge to book the said hall is Rs.2000/- & Rs.1100/- as security money which shall be refundable for the general public and Booking charge amounting to Rs.500/- & Rs.500/- as security refundable for the members & staff of the Board vide CBR No.5 dated 29.04.2017.


The income derived from it considered to be very low. Apart from this, the Board has to bear its maintenance expenditure.

Hence, the charge may be enhanced to Rs.3000/- plus security amount to Rs.1500/-(refundable) for one day for general public and Rs.1500/- plus security amount to Rs.1500/-(refundable) for members and staff of the Board.

The Board may consider and decide accordingly.

The relevant documents are placed on the table for perusal of the Board. The Board may consider and approve the matter.


Resolution- Considered and approved.


(Sh. Devanshu Chaudhary, IDES)

Member Secretary

Cantonment Board, Danapur Cantt.

Dated 14 Nov. 2021


(Brig. Alok Khurana)

President

Cantonment Board, Danapur Cantt.

Dated 01 Nov 2021

प्रस्ताव सं०/AGENDA No. 31

SUBJECT: CANCELLATION POLICY FOR COMMUNITY HALL BOOKING MODULE UNDER e-CHHAWANI PORTAL

As per the directions issued vide DGDE letter no. 83/62/DGDE/IT/DAC/ABA(FMS ID 68251) dated 27-10-2021, PDDE letter No. 58235/e-Chhawani/Vol-VIII dated 28-10-2021

The letter under reference has specifically mentioned that provision for cancellation of booking must be provided in the Community Hall Booking module. The detailed policy as recommended by the DAC committee is placed on the table for perusal of the Board.

The proposed provision for cancellation of booking in the Community Hall Booking module is mentioned below.

Cancellation requested	Refund amount after deduction
15 or less days from date for which hall booked	50 % deduction from booking fee.
16 or 30 days from date for which hall booked	30 % deduction from booking fee.
31 or 60 days from date for which hall booked	20% deduction from booking fee.
61 days and above	10% deduction from booking fee.

The Board may consider and decide accordingly.

The relevant documents are placed on the table for perusal of the Board. The Board may consider and approve the matter.

Resolution- Considered and approved.


(Sh. Devanshu Chaudhary, IDES)

Member Secretary

Cantonment Board, Danapur Cantt.

Dated 1st Nov. 2021


(Brig. Alok Khurana)

President

Cantonment Board, Danapur Cantt.


Dated 01 Nov 2021

OATH

(Section 17 of Cantonments Act, 2006)

I, Brig. R.K. Sharma, IC No. 46241X.....having been, President of this Board, do Swear in the name of God that I will bear true faith and allegiance to the constitution of India as by law established and that I will faithfully discharge the duty upon which I am about to enter.

Dated 25/11/2021


(Brig. R.K. Sharma)
President
Danapur Cantonment Board

प्रधानी परिषद् कार्यालय दानापुर में दिनांक 25.11.2021 को अपराह्न 12:30 बजे आयोजित विशेष बोर्ड बैठक की कार्यवाही

PROCEEDING OF THE SPECIAL BOARD MEETING HELD ON 25.11.2021 AT 12:30 PM IN THE OFFICE OF THE CANTONMENT BOARD, DANAPUR

MEMBERS PRESENT

- | | | |
|----|-----------------------|------------------|
| 1. | Brig. R.K. Sharma, SC | President |
| 2. | Ms. Jyoti Kapoor | Member Secretary |

OATH OF PRESIDENT, CANTONMENT BOARD:

Brig. R.K. Sharma took oath of allegiance as the President of Cantonment Board, Danapur Cantt under section 17 and 19 of Cantonments Act, 2006.


(Jyoti Kapoor, IDES)
Member Secretary
Cantonment Board, Danapur


(Brig. R.K. Sharma)
President
Cantonment Board, Danapur

Dated  November, 2021

Dated  November, 2021


प्रस्ताव सं/AGENDA No. 32

Subject: **INCREASE OF DA BY 3% (INCREASE FROM 28% TO 31%) TO CANTONMENT BOARD EMPLOYEES & PENSIONERS AS PER 7TH CPC**


It is stated that the State Government of Bihar have increased the rates of DA by 3% w.e.f. 1st July, 2021 i.e. from 28% to 31% to employees and pensioners vide Govt. order of: Bihar State Govt. Resolution No. झापांक 3ए-2- वे०पु०(म०) - 08/2013 - 7529/वि० पटना, दिनांक 09/11/2021 as per clause-14 of the memorandum of settlement the Cantonment Board Employees and pensioners are entitled for DA at par with the State Govt. in which a Cantonment is situated. Hence the said increase in DA is applicable to employees and pensioners of Danapur, Cantonment Board. The increased DA can be paid to these employees and pensioners after obtaining necessary approval of the Board and sanction of GOC-in-C/principal Director, Defence Estates, Central Command, Lucknow.

All the relevant documents/papers are placed on the table before the Board for perusal. The Board may consider and approve the same.

RESOLUTION: Considered and approved to implement the increase in the rate of Dearness Allowances of 3% from 28% to 31% as per 7th CPC w.e.f. 01 July 2021 vide order of Bihar State Govt. Resolution No. झापांक 3ए-2- वे०पु०(म०) - 08/2013 - 7529/वि० पटना, दिनांक 09/11/2021 for the employees and pensioners of Cantonment Board, Danapur Cantt.


(Jyoti Kapoor, IDES)
Member Secretary
Cantonment Board, Danapur


(Brig. R.K. Sharma)
President
Cantonment Board, Danapur

Dated  November, 2021

Dated  November, 2021

Subject: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1110, ATTACHED WITH HOUSE NO.31-34, MAHAL No.2, WARD NO.1, SADAR BAZAR, DANAPUR CANTONMENT

It is brought to the notice of the Board that an application dated 10.02.2020 is received from Sri Nagendra Prasad and Sri Shiv Shankar Prasad jointly for renewal of the lease in respect of Survey No.322-1110, situated at Sadar Bazar within civil area of Danapur Cantt.

The brief of the case is furnished as under:

Initially, the lease dated 31.05.1946, admeasuring an area 256sqft comprising Survey No.322-1110 attached with Old Grant property bearing Holding No.31-34, Mahal No.2, Ward No.1, located in civil area, Sadar Bazar was granted to Sri Lakshman Prasad S/o Dukhit Sahu (as per Lease Indenture) in Schedule VIII of CLA Rules 1937 for a term of 30 years w.e.f. 01.12.1945 for dwelling house at the lease rent of Rs.5.93 per annum. The 1st term of the lease w.e.f. 01.12.1945 has expired on 30.11.1975. But date of expiry of lease recorded in GLR is 30.05.1976.

Since the lease for the 2nd term w.e.f. 01.12.1975 to 30.11.2005 has expired and the 3rd term w.e.f. 01.12.2005 to 30.11.2035 will also be lapsed without renewal proceeding, which is still pending due to non-submission of willingness with requisite documents. In this regard, notices vide this office letter No.CBD/JE/LR/Sy.No.322-1110/608 dated 30.11.2016 was served to the occupiers to submit the option for renewal. Recently the action under section 4 of PPE Act 1971 was initiated vide this office letter No.CBD/Sy.No.322-1110/35 dated 04.01.2019.

As per current entry of GLR, the property admeasuring an area 256sqft comprising Survey No.322-1110 is leased in Schedule VIII of CLA Rules 1937 is in the name of Lakshman Prasad S/o Dukhit Sao (as per GLR) for building purpose at the lease rent of ₹5.94per annum. As per GLR, date of expiry of 1st term is 30.05.1976 but as per Lease Indenture initially the lease was granted w.e.f. 01.12.1945 for thirty years and hence the date of expiry of 1st term is 30.11.1975. The period of 2nd term of 30 years w.e.f. 01.12.1975 to 30.11.2005 could not be renewed and the 3rd/final term of 30 years w.e.f. 01.12.2005 is also required to be renewed.

An application dated 10.02.2021 jointly signed by Sri Nagendra Prasad and Sri Shiv Shankar Prasad along with the Indemnity and deed of partition received to this office on 10.09.2021 through e-chhawani portal for renewal of the lease for the 2nd term of 30 years w.e.f. 01.12.1975 to 30.11.2005 and 3rd/final term of 30 years w.e.f. 01.12.2005 to 30.11.2035 on Inheritance ground.

The recorded lessee of the property is Sri Lakshman Prasad S/o Dukhit Sao (as per GLR). As per the documents along with the affidavit submitted the applicant reveals that the lessee, Sri Lakshman Prasad S/o Dukhit Sao died on 17.11.1979 (as mentioned in Affidavit), leaving behind his widow and four sons. After the death of the lessee, by virtue of Deed of partition dated 04.04.1995 executed on Judicial Stamp paper (Not probated/registered), two sons of the deceased lessee, Sri Lakshman Prasad namely Sri Shiv Shankar Prasad and Sri Nagendra Prasad each of his sons got half of the share of the above said property and hence they are in possession of the said property.

The site is granted for the purpose of dwelling house. As per the site inspection report, the property is being used for residential purpose only. Hence there is no change of purpose involved on the site.

As per condition III of the lease deed, the lease rent payable for the under mentioned period is worked out to ₹482.17/-.

- (i) Period from 01.12.1975 to 30.11.2005 @₹8.91 is worked out to @₹267.30
- (ii) Period from 01.12.2005 to 31.12.2021 @₹13.36 is worked out to @₹214.87

In Assessment Register, the property is listed as House No.31,32/33,34, Mahal No.2, Ward No.3 for annual valuation of ₹2560/-. The property Tax is paid upto March'2021.

A site inspection is carried out by the Junior Engineer and the report dated 12.11.2021 is furnished as under:

- (i) **Sub-division of Site:** There is no sub-division of site.
- (ii) **Change of purpose:** There is no change of purpose on the site. The purpose of lease is Dwelling House and the same is being used for the dwelling purposes.
- (iii) **Unauthorised Construction:** The building plan of the leased out property is not available to the office. The building is built of three storeys which conforms by the Building Bye-laws of Danapur Cantonment
- (iv) **Encroachment:** There is no encroachment exists on the site.

The Board may consider the renewal of lease for 2nd term w.e.f. 01.12.1975 to 30.11.2005 & 3rd/final term of the above said property w.e.f. 01.12.2005 to 30.11.2035 as per policy circulated vide the letter cited above.

All relevant documents are placed on the table. The Board may consider the same and decide accordingly.

Resolution- Considered and approved to forward a proposal to renew the lease for the 2nd term w.e.f. 01.12.1975 to 30.11.2005 & the 3rd/final term w.e.f. 01.12.2005 to 30.11.2035 in respect of the property comprising Survey No.322-1110 attached with Holding No.31-34, M.No.2,W.No.1, Sadar Bazar, Danapur Cantonment as per Government of India, Ministry of Defence Policy letter No.11013/2/2016/D(Lands) dated 10.03.2017 to the Competent Authority for the renewal of the lease in respect of Survey No.322-1110, Danapur Cantonment.

(Jyoti Kapoor, IDES)
Member Secretary

Cantonment Board, Danapur

Dated 25 November, 2021

(Brig. R.K. Sharma)
President

Cantonment Board, Danapur

Dated 25 November, 2021

प्रस्ताव सं०/AGENDA No. 34

Subject: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1074, HOUSE NO.55, MAHAL NO.1, WARD NO.1, SADAR BAZAR, DANAPUR CANTT

It is brought to the notice of the Board that an application dated 15.10.2020 is received from Smt. Ram Dulari Devi for renewal of the lease in respect of Survey No.322-1074, situated at Sadar Bazar within civil area of Danapur Cantt. The brief of the case is furnished as under:

Initially the lease dated 21.09.1929 comprising Survey No.322-1074, Danapur Cantonment, admeasuring an area 2717 sqft. was granted to Sri Abdul Gafoor under Schedule VI CLA Rules 1925 for the purpose of Shop for a term of 30 years w.e.f. 01.04.1929 on payment of lease rent of ₹43/16/0. The 1st term of lease was expired on 31.03.1959. Accordingly to GLR, the first recorded entry for area measuring 2717sqft., HOR/lessee is in the name of Abdul Gafur and nature is lease on Schedule VI of CLA Rules 1925 bearing No.3734 dated 21.09.1929 at the lease rent of ₹43.70 per annum payable to Cantonment Board authority.

On expiry of the first term of lease, the lease was renewed under Schedule IV for the second term of thirty years w.e.f. 01.04.1959 to 31.03.1989 at the enhanced lease rent of ₹65.54 per annum sanctioned vide HQ. Eastern Command (ML&C) letter No.17931-LC2 dated 11.04.1961. The renewal deed was executed under Schedule IV in favour of Srimati Parbati Devi wife of Shri Jugeshwar Prasad and registered on 24.03.1962 in Book No.1, Volume 11, Pages from 236 to 238, Being 859. Thereafter the 2nd term of lease has expired on 31.03.1989. But renewal for the 3rd/final term w.e.f. 01.04.1989 to 31.03.2019 has not be renewed and the lease has fully expired on 31.03.2019.

As per GLR, Survey No.322-1074, Sadar Bazar, Danapur Cantt admeasuring an area 2717sqft. situated in civil area was mutated in the name of Sm. Parbati Devi, sanctioned vide CAC Reso.10(c) dt.21.05.1959 as confirmed by CB Reso.No.2 dt.20.05.1959 and the lease was renewed under Schedule IV of CLA Rules 1937 for 30 years from 01.04.1959 for the purpose of Wood Shed (Shop) in the name of Sm. Parbati Devi at the lease rent of ₹65.54 per annum sanctioned vide HQ. Eastern Command (ML&C) letter No.17931-LC2 dated 11.04.1961 payable to Cantonment Board authority.

The applicant namely Smt. Ram Dulari Devi W/o Sri Birendra Prasad is not recorded lessee. As per the documents along with the affidavit submitted that the lessee, Most. Parwati Devi died on 14.11.1998, leaving behind her three sons namely 1. Sri Ganesh Prasad, 2. Sri Birendra Prasad and 3. Sri Gopal Prasad. After the death of the lessee each of her sons got one third share of the above said property. Thereafter Sri Ganesh Prasad died as well as Sri Gopal Prasad also died leaving behind his widow Dhanrajia Devi and three sons namely Sri Anil Kumar, Sri Sunil Kumar and Sri Triloki Kumar and one daughter Smt. Phoolwanti Devi. Thus the applicant, Smt. Ram Dulari Devi W/o Late Birendra Prasad got one-third share of the property.

The demand upto 31.12.2021 in accordance with the provision made under the ibid policy is furnished as hereunder.

Sl. No.	Particulars of Amount		
	Lease Rent Details	Rate per annum	Amount
1.	Lease Rent as per Clause III of Lease Indenture w.e.f. 01.04.1989 to 31.03.2019	₹98.31	₹2949.30
2.	Lease rent/Damages as per Para 1(B)(a)(iii) of MoD policy dated 10.03.2017 w.e.f. 01.04.2019 to 31.12.2021 for commercial site (after expiry of full term)	₹233975.76	₹643433.34
Total			₹6,46,382.64

The calculation sheet of demand is attached hereunder. The occupier has deposited the demand amounting to ₹75,000/- vide 4B receipt No.1147298 dated 30.01.2021.

In the Assessment Register, the property is listed as House No.55, Mahal No.1, Ward No.1 for annual valuation of ₹2240/-. The property Tax is paid upto March' 2022.


The site inspection is carried out by Junior Engineer of this office on 12.11.2021 and the report is furnished as under:

- (i) **Sub-Division of site:** There is no sub-division of site.
- (ii) **Change of purpose:** The site leased out for the Shop. The site is being used for sale of fire wood/coal etc. Hence there is no change of purpose involved.
- (iii) **Encroachment:** There is no encroachment.
- (iv) **Unauthorised Construction:** There is no sanctioned plan available in this office. No unauthorized construction reported. The existing building is in the shape of single storey pucca nature of house which is conformed to Building Bye-laws of Danapur Cantonment.
- (v) The site is located in civil area of Danapur Cantt.

The Board may consider the renewal of lease of the above said property w.e.f 01.04.1989 to 31.03.2019 as per interim policy issued vide MoD Letter No.11013/2/2016/D(Lands) dated 10.03.2017 and extended beyond 31.12.2019 for two years or till the finalization of new policy.


All relevant documents are placed on the table. The Board may consider the same and decide accordingly.

Resolution:- Considered and approved to forward a proposal to renew the lease for 3rd term in respect of Survey No.322-1074, Sadar Bazar, Danapur Cantt w.e.f 01.04.1989 to 31.03.2019 as per interim policy issued vide MoD Letter No.11013/2/2016/D(Lands) dated 10.03.2017.


(Jyoti Kapoor, IDES)
Member Secretary

Cantonment Board, Danapur

Dated 25 November, 2021


(Brig. R.K. Sharma)
President

Cantonment Board, Danapur

Dated 25 November, 2021

प्रस्ताव सं/AGENDA No. 35

Subject: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.141-16, GORA BAZAR, DANAPUR CANTONMENT

It is brought to the notice of the Board that an application dated 18.01.2020 is received jointly from 1. Smt. Manju Devi W/o Late Ramesh Ram, 2. Sri Jotish Ram S/o Late Ram Sharan, 3. Sri Shyam Babu S/o Late Suraj Ram & Late Kamla Devi and 4. Sri Ram Prasad S/o Late Jag Mohan Prasad jointly for renewal of the lease in respect of the property comprising Survey No.141-16, situated at Gora Bazar within civil area of Danapur Cantt.

The brief of the case is furnished as under:

Initially, the proposed site comprising GLR Survey No.141-16 bearing House No.14-17 (Now House No.31-34, Mahal No.3, Ward No.5), Gora Bazar, Danapur Cantt admeasuring an area 2128sqft. held on lease term in Schedule VI CLAR 1925 dated 11.12.1928 renewable upto ninety years at the

option of lessee, situated in civil area is leased out for the purpose of dwelling house in the name of Sri Sakal Singh S/o Sri Sheo Gopal Singh for a term of 30 years w.e.f. 01.10.1928 on payment of lease rent of Rs.7.35per annum payable to Cantonment Board authority. The 1st term of lease has expired on 30.09.1958.

After the completion of 1st term of 30 years, the sanction for renewal of lease for the 2nd term w.e.f. 01.10.1958 has accorded vide HQ. Eastern Command (ML&C) letter No.67050-LC2 dated 02.01.1962 on payment of enhanced lease rent of Rs.11.06 per annum. The renewal lease deed was executed in the name of Sri Tippan Singh S/o Sakal Singh under Schedule IV of CLA Rules 1937 and registered in Book No.1, Volume No.15, Pages from 223 to 225, Being No.1148 on 19.04.1962. The 2nd term of lease has expired on 30.09.1988.

At present, the lease has become fully expired on 30.09.2018 without proceeding of the renewal for the 3rd/final term of period w.e.f. 01.10.1988 to 30.09.2018 due to non-submission of option with requisite documents by all the occupiers jointly. In this regard, notices to submit the willingness for renewal of lease along with the documentary support for occupying the lease property were issued to the occupiers vide this office letter No.CBD/JE/LeaseRenewal/262 dated 19.08.2014, letter No.CBD/JE/LeaseRenewal/340 dated 24.09.2014 & letter No.CBD/JE/Sy.No.141-16/260 dated 09.05.2017.

According to updated GLR entry, the recorded lessee of the said property is Sri Tipan Singh. As per mutation ID No.1 of said GLR entry, the lessee, Sri Tipan Singh got the possession of the property by Inheritance sanctioned vide Bazar Committee Resolution No.6(b)(i) dated 22.05.1945 as confirmed under CBR No.VI dated 31.05.1945.

An application dated 20.01.2020 was received to this office from 1. Smt. Manju Devi W/o Late Ramesh Ram, 2. Sri Jotish Ram S/o Late Ram Sharan, 3. Sri Shyam Babu S/o Late Suraj Ram & Late Kamla Devi and 4. Sri Ram Prasad S/o Late Jag Mohan Prasad for renewal and extension of the lease. The applicants are not recorded lessee. The applicants have got the property by Sale Deed from Sri Rajvir Singh S/o Sri Tipan Singh. The leased out property is comprising of four housed within a single Survey No.141-16. All 04 housed have been sold to different persons. The details are hereunder:

Sy. No.	Name of lessee	Holding details	Name of Vendor/Transferer	Name of Transferee/Vendee	Name of the occupant
141-16	Sri Tipan Singh	House No.14, Ward-3, M-3, Gora Bazar (New- House No.34, Mahal No.3, Ward No.5)	Sri Rajvir Singh S/o Late Sri Tipan Singh	No documents produced. Only affidavit statement	Sri Ram Prasad S/o Late Jag Mohan Prasad
		House No.15, Ward-3, M-3, Gora Bazar (New- House No.33, Mahal No.3, Ward No.5)		Sold to Sri Jyotish Ram vide Sale Deed dt. 06.08.1984 and then Jyotish Ram sold to Smt. Kamla Devi vide Sale Deed dt.	Sri Shyam Babu S/o Late Suraj Ram & Late Kamla Devi

			05.02.1992	
		House No.16, Ward-3, M-3, Gora Bazar (New- House No.32, Mahal No.3, Ward No.5)	Sold to Jyotish Ram vide Sale Deed dt. 06.08.1984	Sri Jotish Ram S/o Late Ram Sharan
		House No.17, Ward-3, M-3, Gora Bazar (New- House No.31, Mahal No.3, Ward No.5)	Sold to Smt. Manju Devi W/o Late Ramesh Ram vide Sale Deed dt. 12.11.1984	Smt. Manju Devi W/o Late Ramesh Ram

The site is granted for residential purpose (House). The site is currently used for residential purpose. Hence there is no change of purpose involved on the site.

The demand upto 31.12.2021 in accordance with the provision made under the ibid policy is furnished as under:

Sl. No.	Particulars of Amount		
	Lease Rent Details	Rate per annum	Amount
1.	Lease Rent for 3 rd Term as per Clause III of Lease Indenture w.e.f. 01.10.1988 to 30.09.2018	Rs. 16.59	₹497.70
2.	Lease rent/Damages as per Para 1(B)(a)(iii) of policy dated 10.03.2017 w.e.f. 01.10.2018 to 31.12.2021(after expiry of full term)	Rs.73,176.18	₹2,37,822.58
	Total		₹2,38,320.28

The calculation sheet of demand is attached hereunder. The occupiers have deposited the lease rent/damages amounting to ₹58940/- vide 4B receipt No.1157102 dated 30.11.2019.

In the Assessment Register, the property is listed as House No.31, Mahal No.3, Ward No.5 for annual valuation of ₹416/- and the property tax is paid upto March'2021. The property bearing House No.32, Mahal No.3, Ward No.5 for annual valuation of ₹464/- and the property Tax is paid upto March'2021. The property bearing House No.33, Mahal No.3, Ward No.5 for annual valuation of ₹528/- and the property Tax is paid upto March' 2022. The property bearing House No.34, Mahal No.3, Ward No.5 for annual valuation of ₹208/- and the property tax is paid upto March'2021.

The Site has been inspected by Junior Engineer of this office and submitted his report on 12.11.2021, stating that the recorded lessees are not available and the property is not in the possession of them wherein it has been reported by the JE as following:

- Sub-Division of site:** There is sub-division of site by sale of property by parts.
- Change of purpose:** The property is being used for residential purposes. Hence there is no change of purpose on the site.
- Encroachment:** There is no encroachment exists.

- (iv) **Unauthorised Construction:** No unauthorized construction is reported. In some part the building exists in single storey and in some part in double storeys which is conformed to Building Bye-laws of Danapur Cantonment.
- (v) The site is involved in Sale-purchase of the lease property and thus there is breach of Lease Condition, which may be condoned as per policy.
- (vi) The site is located in civil area of Danapur Cantt.

The Board may consider the renewal of lease of the above said property w.e.f 01.10.1988 to 30.09.2018 and extension thereof w.e.f 01.10.2018 as per policy circulated vide the letter cited above.

All relevant documents are placed on the table. The Board may consider the same and decide accordingly.

Resolution- Considered and approved to forward a proposal to renew the lease for 3rd Term in respect of Survey No.141-16, Gora Bazar, Danapur Cantt w.e.f 01.10.1988 to 30.09.2018 and extension thereof w.e.f. 01.10.2018 as per interim policy issued vide MoD Letter No.11013/2/2016/D(Lands) dated 10.03.2017. The condonation of breach of Condition of lease Clause I(8) may be considered by the appropriate Committee as per ibid lease policy under Rule 2(B)(i).

(Jyoti Kapoor, IDES)
Member Secretary

Cantonment Board, Danapur

Dated 25 November, 2021

(Brig. R.K. Sharma)
President

Cantonment Board, Danapur

Dated 25 November, 2021

प्रस्ताव सं०/AGENDA No. 36

Subject: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1014, HOUSE NO.31, MAHAL NO.2, WARD NO.3, SADAR BAZAR, DANAPUR CANTT

It is brought to the notice of the Board that an application dated 14.09.2019 is received from Sri Satya Narayan Prasad and Sri Hari Narayan Prasad jointly for renewal of the lease in respect of Survey No.322-1014, situated at Sadar Bazar within civil area of Danapur Cantt.

The brief of the case is furnished as under:

The Lease Indenture of the property is not found in the record. As per GLR, the site located in civil area, comprising Survey No.322-1014, Sadar Bazar, Danapur Cantt admeasuring area 787sqft. was initially granted to Ghose Dhobi on 15.02.1933 in Schedule VI CLAR 1925 for a term of thirty years on payment of lease rent of ₹0.56per annum, classified as B3 land and under the management of Cantonment Board, Danapur. The 1st term of lease has expired on 14.02.1963.

Thereafter the name of Sri Chhotey Lal was mutated as sanctioned vide CACR No.1(f) dated 30.09.1964 and confirmed by CBR No.4 dated 08.10.1964 as per details mentioned in Column '3' of GLR of Mutation ID '0' of the same GLR survey No. Thereafter the property was transferred to Smt. Raj Kumari Devi through sale as sanctioned vide CACR No.1(a) dated 05.05.1970 and confirmed by

CHR No.2 dated 15.05.1970. As per column '14' of Mutation ID '1' of GLR, since the lease has expired on 14.05.2000, it may be renewed which is still pending due to non-submission of willingness with requisite documents. However the lease indenture of the grant of lease is not available with the office.

As per current entry of GLR, the property admeasuring an area 787sqft comprising Survey No.322-1014 is leased in Schedule VI of CLA Rules 1925 in the name of Smt. Raj Kumari Devi for residential purpose mentioned as House at the lease rent of ₹0.56per annum. The date of expiry of the 2nd term recorded in GLR is 14.05.2000 but from the expiry date of 1st term i.e. 14.02.1963, it should be 14.02.1993.

The applicants namely 1. Sri Satya Narayan Prasad and 2. Hari Narayan Prasad both sons of Late Bajrangi Prasad are not recorded lessee. The applicants came in possession of the property through inheritance from his father, Late Bajrangi Prasad, who got the property from Smt. Rajkumari Devi (lessee) through registered deed of sale dated 06.04.1971.

As per GLR, the site is granted for the purpose of residential purpose. As per the site inspection report, the property is being used for residential purpose. Hence there is no change of purpose involved on the site.

As per condition III of the lease deed, the lease rent payable for the under mentioned period is worked out to ₹60.47/-.

- (i) For 2nd term for period from 15.02.1963 to 14.02.1993 @₹0.84 is worked out to @₹25.20
- (ii) For 3rd term for period from 15.02.1993 to 14.02.2021 @₹1.26 is worked out to @₹35.27

In Assessment Register, the property is listed as House No.31, Mahal No.2, Ward No.3 for annual valuation of ₹1168/-. The property Tax is paid upto 31.03.2020.

The site has been inspected by Junior Engineer of this office and submitted his report on 12.11.2021, stating that the recorded lessees are not available and the property is not in the possession of them wherein it has been reported the following:

- (iii) **Sub-Division of site:** There is no sub-division of site exists.
- (iv) **Change of purpose:** The property is being used for residential purposes. Hence there is no change of purpose involved on the site.
- (v) **Encroachment:** There is no encroachment.
- (vi) **Unauthorised Construction:** There is no sanctioned plan available in this office. Hence unauthorized construction cannot be reported. The existing building is two storeys (G+1) which is conformed to Building Bye-laws of Danapur Cantonment.
- (vii) The present occupiers got the property from his father who came in possession of the property through registered Deed of Sale from Smt. RajKumari Devi (lessee). Hence there is breach of Lease Condition, which may be condoned
- (viii) The site is located in civil area of Danapur Cantt.

The Board may consider the renewal of lease for 2nd term w.e.f. 15.02.1963 to 14.02.1993 and 3rd/final term w.e.f. 15.02.1993 to 14.02.2023 of the above said property as per policy circulated vide the letter cited above.

All the relevant documents are placed on the table. The Board may consider the same and decide accordingly.

Resolution- Considered and approved to forward a proposal to renew the lease for the 2nd term w.e.f. 15.02.1963 to 14.02.1993 & the 3rd/final term w.e.f. 15.02.1993 to 14.02.2023 in respect of the property comprising Survey No.322-1014, Holding No.31, M.No.2, W.No.3, Sadar Bazar, Danapur Cantonment and the proposal for the same as per interim policy issued vide MoD Letter No.11013/2/2016/D(Lands) dated 10.03.2017 may be sent to the competent Authority for the renewal of the lease in respect of Survey No.322-1014, Danapur Cantonment. The condonation of breach of Condition of lease Clause I(8) may be considered by the appropriate Committee as per new lease policy under Rule 2(B)(i).

(Jyoti Kapoor, IDES)
Member Secretary

Cantonment Board, Danapur

Dated 25 November, 2021

(Brig. R.K. Sharma)
President

Cantonment Board, Danapur

Dated 25 November, 2021

प्रस्ताव सं/AGENDA No. 37

Subject: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-133, HOUSE NO.54, MAHAL NO.1, WARD NO.1, SADAR BAZAR, DANAPUR CANTT

It is brought to the notice of the Board that an application dated 15.09.2020 is received from Sri Deo Narayan Mehta for renewal of the lease in respect of Survey No.322-133, situated at Sadar Bazar within civil area of Danapur Cantt.

The brief of the case is furnished as under:

Initially, the site admeasuring 1159 sqft. held on lease under Schedule VI CLAR 1925 comprising GLR Survey No.322-133, Danapur Cantonment was given on lease on 26.06.1929 to Sri Ram Bhagat Shaw for the purpose of Shop for a term of 30 years w.e.f. 01.04.1929 on payment of lease rent of ₹26.62 per annum situated in civil area under the management of Cantonment Board, Danapur Cantt. The 1st term of lease has expired on 31.03.1959.

On expiry of the first term of lease, the lease has renewed under Schedule IV for the second term of thirty years w.e.f. 01.04.1959 to 31.03.1989 at the enhanced lease rent of ₹39.94 per annum sanctioned vide HQ. Eastern Command (ML&C) letter No.17931-LC2 dated 17.06.1961. The renewal deed was executed under Schedule IV in favour of Sri Lakshmi Narain S/o Ram Bhagat Sao and registered on 21.07.1961 in Book No.1, Volume 22, Pages from 587 to 590, Being 4214. Thereafter the 2nd term of lease has expired on 31.03.1989. At present, the lease has become fully expired on 31.03.2019 without proceeding of the renewal for the 3rd/final term of period w.e.f. 01.04.1989 to 31.03.2019.

As per current entry of GLR, the property admeasuring an area 1159sqft comprising Survey No.322-133 is leased in Schedule VI of CLA Rules 1925 is in the name of Smt. Savitri Devi for commercial purpose at the lease rent of ₹39.94per annum.

The application submitted by Sri Deo Narayan Mehta who is not the recorded lessee, is on behalf of four other persons from his family members who got the property by Sale Deed, the lessee, Smt. Savitri Devi gifted

the lease property to her son, Sri Sanjay Kumar Soni. Sri Sanjay Kumar Soni sold half (½) of the property through a Sale Deed to Sri Karan Kumar Kushwaha, Sri Kunal Kumar Kushwaha and Sri Kundan Kumar Kushwaha, all sons of Sri Deo Narayan Mehta. Later on a dispute arise between Smt. Gyanwati Devi S/o Sanjay Kumar Soni which was settled by compromise before the Learned Court on giving half remaining portion of the property. Smt. Gyanwati Devi also executed two Sale Deeds separately in favour of Smt. Chandrashila Devi W/o Sri Deo Narayan Mehta and Sri Deo Narayan Mehta. Thus the property came in possession of following five persons.

1. Sri Karan Kumar Kushwaha S/o Sri Deo Narayan Mehta
2. Sri Kunal Kumar Kushwaha S/o Sri Deo Narayan Mehta
3. Sri Kundan Kumar Kushwaha S/o Sri Deo Narayan Mehta
4. Smt. Chandrashila Devi W/o Sri Deo Narayan Mehta
5. Sri Deo Narayan Mehta S/o Late Nanhak Mehta

The site is granted for the purpose of Shop. As per the site inspection report, the property is being used for Commercial purpose. Hence there is no change of purpose involved on the site.

The demand upto 31.12.2021 in accordance with the provision made under the ibid policy is furnished as under:

Sl. No.	Particulars of Amount		
	Lease Rent Details	Rate per annum	Amount
1.	Lease Rent as per Clause III of Lease Indenture w.e.f. 01.04.1989 to 31.03.2019	Rs.59.91	₹1797.30
2.	Lease rent/Occupation charge as per Para 1(B)(a)(iii) of policy dated 10.03.2017 w.e.f. 01.04.2019 to 31.12.2021 for commercial site (after expiry of full term)	Rs.99776.29	₹274384.80
Total			₹2,76,182.10

The calculation sheet of demand is attached hereunder. The occupier has deposited the demand amounting to ₹76,653/- vide 4B receipt No.1147298 dated 30.01.2021.

In the Assessment Register, the property is listed as House No.54, Mahal No.1, Ward No.1 for annual valuation of ₹4480/-. The property Tax is paid upto March'2022.

The site has been inspected by Junior Engineer of this office and submitted his report on 12.11.2021, stating that the recorded lessee is not available and the property is not in the possession of her wherein it has been reported by JE as following:

- (v) **Sub-Division of site:** There is sub-division of site by sale of property by parts.
- (vi) **Change of purpose:** The property is being used for commercial purposes. Hence there is no change of purpose on the site.
- (vii) **Encroachment:** There is no encroachment exists.
- (viii) **Unauthorised Construction:** No unauthorized construction is reported. The building exists in single storey which is conformed to Building Bye-laws of Danapur Cantonment.
- (v) The site is involved in Sale-purchase of the lease property and thus there is breach of Lease Condition, which may be condoned.
- (vi) The site is located in civil area of Danapur Cantt.

In view of the above, the Board may consider the renewal of lease for 3rd/final term w.e.f. 01.04.1989 to 31.03.2019 and extension thereof w.e.f. 01.04.2019 as per interim policy issued vide MoD Letter No.11013/2/2016/D(Lands) dated 10.03.2017 and extension after expiry of full term beyond 31.12.2019 as per rule.

RESOLUTION:

Considered and approved to forward a proposal to renew the lease for the 3rd/final term w.e.f. 01.04.1989 to 31.03.2019 and extension thereof w.e.f. 01.04.2019 in respect of the property comprising Survey No.322-133, Holding No.54, M.No.1, W.No.1, Sadar Bazar, Danapur Cantonment as per interim policy issued vide MoD Letter No.11013/2/2016/D(Lands) dated 10.03.2017, to the competent Authority for the renewal of the lease in respect of Survey No.322-133, Danapur Cantonment. The condonation of breach of Condition of lease Clause I(8) may be considered by the appropriate Committee as per new lease policy under Rule 2(B)(i).

(Jyoti Kapoor, IDES)
Member Secretary
Cantonment Board, Danapur

Dated 25 November, 2021

(Brig. R.K. Sharma)
President
Cantonment Board, Danapur

Dated 25 November, 2021

प्रस्ताव सं/AGENDA No. 38

Subject: **RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1079-1, SADAR BAZAR, DANAPUR CANTONMENT**

Reference CBR No.3 dated 26.04.2019

The matter was put up before the Board for renewal/determination in respect of the subject lease property vide CBR No.3 dated 26.04.2019 and the Board resolved and decided that proposal shall be forwarded to the higher authority vide CBR No.3 dated 26.04.2019. Meanwhile an observation is received to this office from Directorate of Defence Estates, Central Command, Lucknow Cantt vide their letter No.57989/Sy.No.322-1079-1 dated 17.07.2019. As per direction received from the Directorate, the revised Agenda/proposal is put up before the Board for consideration.

The brief of the case is furnished as under:

Initially, the lease site was initially granted in favour of Mangal Dass in Schedule VI CLA Rules 1925 situated in civil area bearing No.295 dt.02.02.1929 with total area 1830 sqft. at the annual lease rent of Rs.29.43 for the period of 90 years renewable at the option of lessee for successive terms of 30 years each on payment of enhanced lease rent. As per GLR, thereafter the lease property is sub-divided into two parts vide HQ. EC (ML&C) letter No.16634-LC2 dt. 20.07.1953 and the area is deducted from 1830 sqft. to 639 sqft. remains 1191 sqft. and the said lease property has allotted with a subsidiary Survey No.322-1079-1 with admeasuring an area 1191sqft and executed on 04.11.1955 in Schedule VIII CLA Rules 1937 for the period of 2years 10months and 27days w.e.f. 04.11.1955 renewable at the option of the lessee for the total period of 62years 10months and 27days at the annual lease rent of Rupees fifty four and annas twelve only in the name of Shrimati Chinta Mani Devi W/o Dr. Mahendra Prasad. The first term of lease has expired on 30.09.1958.

On expiry of the 1st term of lease on 30.09.1958, The lease was renewed under Schedule IV in favour of the lessee, Srimati Chintamani Devi wife of Dr. Mahendra Prasad for the second term of thirty years w.e.f. 01.10.1958 to 30.09.1988 at the enhanced lease rent of Rs.82.13 per annum sanctioned vide HQ.CC(ML&C) letter No.17931/E-LC2 dated 03.08.1968. Thereafter the 2nd term of lease has expired on 30.09.1988. In due process the lease has fully expired on 30.09.2018 without renewal proceeding due to non-payment of lease rent and non-submission of option

with requisite documents by the occupiers. In this regard, a notice vide this office letter No.CBD/Sy.No.322-1079-1/388 dated 09.05.2017 was issued to the occupiers. Thereafter an option dated Nil jointly by all the occupiers obtaining the property was received for renewal and extension of the property to this office on 24.05.2017.

As per latest GLR entry, the site was divided into two different Survey Nos., one bearing Sy.No.322-1079 and other bearing Sy.No.322-1079-1 measuring area 639sqft and 1911sqft respectively as sub-division of site sanctioned vide HQ.EC.(ML&C) letter No.16634-LC2 dt.20.07.1953. The subject lease property comprising GLR Survey No.322-1079-1, Sadar Bazar, Danapur Cantt admeasuring area 1191 sqft. held on lease term in Schedule VIII CLA Rules 1937 dt. 04.11.1955 is granted to Smt. Chintamani Devi for the purpose of Shop for a term of 2 yrs 10 months 27 days at the lease rent of ₹54.75 per annum payable to Cantonment Board authority.

In response of the notice issued for submission of the option jointly, an application dated Nil is received to this office on 24.05.2017. The applicants are not the recorded lessee. The applicants, Shri Shambhu Nath Keshri, Amit Keshri, Deepak Nath, Dilip Keshri, Raj Nath Keshri, Rajesh Keshri, Sandeep Keshri & Santosh Keshri (All occupiers), state that the said property is in the occupation of them through Sale-Purchase registered in Sub-Registrar, Danapur dated 29.05.1976. As per the documents submitted by the applicants reveals that Shrimati Chintamani Devi, wife of Dr. Mahendra Prasad has possessed the lease property by Deed of Transfer of Lease Hold Right by Kedar Nath and Rameshwar Prasad vide registered deed dated 24.11.1955. Thereafter the property has been transferred to Shri Shambhu Nath Keshri, Triloki Nath Keshri, Deepak Kumar Nath Keshri, Dilip Kumar Keshri, Raj Nath Keshri, Rajesh Keshri, Sandeep Keshri & Santosh Kumar Keshri by Shri Mahendra Prasad S/o Late Babu Shiv Rattan Sao and Shri Navin Chandra Gupta and Shri Satish Chandra Gupta S/o Dr. Mahendra Prasad through registered deed of sale dated 29.05.1976.

Since the applicant is not the recorded lessee as per the office records and also since the case involves multiple case of lease term/condition violation such as sanction building plan not available, encroachment, change of ownership without any legal heir certificate and also attested copy of registered sale deed etc. The matter was forwarded to legal advisor for legal advise regarding whether the same can be proposed for renewal in the name of applicant/occupier and thereafter to reconsider the matter in the light of legal opinion and in terms of interim policy of Govt. of India vide MoD letter No.11013/2/2016/D(Lands) dated 10.03.2017 and MoD letter No. 11013/2/2016/D(Lands) dtd. 31.12.2018 for extension till 31.12.2019.

Accordingly, the matter was forwarded to legal advisor/CBLA vide office letter No.CBD/JE/Lease/557 dated 18.05.2019. A legal opinion was obtained from the CBLA, Shri Amrendra Nath Verma vide his letter No.LO/61/2019 dated 08.06.2019. The CBLA opined that an indemnity bond from the prospective lessee is required to be taken, and a certified affidavit genealogy must be demanded. He also suggested that an affidavit should also be asked from the prospective lessee with a declaration of no dispute and no court case pending with respect to the subject of proposed renewal of lease. Accordingly the occupiers were asked to submit the requisite documents vide this office letter No.CBD/Sy.No.322-1079-1/656 dated 24.06.2019 as opined by CBLA. In response of the same, the occupiers have submitted the required documents as asked for.

The site is granted for the purpose of Shop. The site is currently being used of running Shops. Hence there is no change of purpose involved on the site. The demand upto 31.12.2021 in accordance with the provision made under the ibid policy is furnished as hereunder:

Sl. No.	Particulars of Amount		
	Lease Rent Details	Rate per annum	Amount
1.	Lease Rent as per Clause III of Lease Indenture w.e.f. 01.10.1988 to 30.09.2018	Rs.123.19	₹3,695.70
2.	Lease rent/Damages as per Para 1(B)(a)(iii) of policy dated 10.03.2017 w.e.f. 01.10.2018 to 31.12.2021 for commercial site (after expiry of full term)	Rs.102562.58	₹ 3,33,328.36
Total			₹ 3,37,024.06

The calculation sheet of demand is attached hereunder.

In this regard, a demand notice vide this office letter No.CBD/Sy.No.322-1079-1/350 dated 27.03.2019 was issued to the occupiers to deposit the same. But the lessee/occupiers have failed to deposit the same till the date. A notice vide this office letter No.CBD/Sy.No.322-1079-1/1138 dated 14.11.2019 was issued to the occupiers for recovery of lease rent in respect of the subject property. In the Assessment Register, the property is listed as House No.77, Mahal No.2, Ward No.4 for annual valuation of ₹2976/-. The property tax is paid upto 31.03.2019.

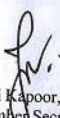
The status of the property is furnished by Junior Engineer in his site inspection report dated 12.11.2021 produced hereunder:

- (i) **Sub-division of site:** There is no sub-division of site.
- (ii) **Change of purpose:** There is no change of purpose involved.
- (iii) **Encroachment:** There is an encroachment measuring 36'X4' and 36'X3' in shape of pucca platform which are being used for providing egress to the plinth of the building from the road in front of it.
- (iv) **Unauthorized construction:** There is no sanctioned plan available in this office. No unauthorized construction is reported. The building exists G+1 floor which is conformed to Building Bye-laws of Danapur Cantonment.
- (v) **Violations of lease term:** The site is involved in Sale-purchase of the leased property. A sanction letter dated 20.08.1992 is produced. (copy enclosed)
- (vi) The site is located in civil area of Danapur Cantt.

In view of the above, the Board may consider the renewal of lease for 3rd/final term w.e.f. 01.10.1988 to 30.09.2018 and extension thereon w.e.f 01.10.2018 in the light of legal opinion and as per interim policy issued vide MoD Letter No.11013/2/2016/D(Lands) dated 10.03.2017 and extension after expiry of full term beyond 31.12.2019 as per rule.


RESOLUTION:

The matter is re-considered by the Board and resolved that a revised proposal may be forwarded to the Competent authority to consider the proposal for renewal of lease for 3rd/final term w.e.f. 01.10.1988 to 30.09.2018 in respect of Survey No.322-1079-1 in the light of legal opinion and as per interim policy issued vide MoD Letter No.11013/2/2016/D(Lands) dated 10.03.2017. The condonation of breach of Condition of lease Clause I(8) may be considered by the appropriate Committee as per new lease policy under Rule 2(B)(i).


(Jyoti Kapoor, IDES)
Member Secretary

Cantonment Board, Danapur

Dated 25 November, 2021


(Brig. R.K. Sharma)
President

Cantonment Board, Danapur

Dated 25 November, 2021

शपथ

(छावनी अधिनियम, 2006 की धारा 17)

“मैं, आशा देवी, जो इस बोर्ड की नामित सदस्य हो गयी हूँ, ईश्वर की शपथ लेती हूँ/सत्यष्ठा से प्रतिज्ञान करती हूँ कि मैं विधि द्वारा स्थापित भारत के संविधान के प्रति सच्ची श्रद्धा और निष्ठा रखूँगी तथा जिस पद को मैं ग्रहण करने वाली हूँ उसके कर्तव्यों का श्रद्धापूर्वक निर्वहन करूँगी”।

आशा देवी

(श्रीमति आशा देवी)
नामित सदस्य
दानापुर छावनी परिषद

दिनांक 15-12-2021

OATH

(Section 17 of Cantonments Act, 2006)

I, Asha Devi, having been, Nominated Member of this Board, do Swear in the name of God, that I will bear true faith and allegiance to the constitution of India as by law established and that I will faithfully discharge the duty upon which I am about to enter.

Asha Devi

(Smt. Asha Devi)
Nominated Member
Danapur Cantonment Board

Dated 15th Dec. 2021

श्रीवनी परिषद् कार्यालय दानापुर में दिनांक 15.12.2021 को पूर्वाह्न 11:00 बजे आयोजित साधारण बोर्ड बैठक की कार्यवाही

PROCEEDING OF THE ORDINARY BOARD MEETING HELD ON 15.12.2021 AT 11:00 AM IN THE OFFICE OF THE CANTONMENT BOARD, DANAPUR

MEMBERS PRESENT

- | | | |
|----|---------------------------|------------------|
| 1. | Brig. R.K. Sharma, SC, SM | President |
| 2. | Ms. Jyoti Kapoor | Member Secretary |
| 3. | Smt. Asha Devi | Nominated Member |

OATH OF ALLEGIANCE:


To administer oath under section 17 of Cantonments Act, 2006 to the Nominated Member of the Board as given below:-

Smt. Asha Devi - Nominated Member,


The oath paper is placed on the table.

RESOLUTION

Oath of allegiance was taken by Smt. Asha Devi, Cantonment Board, Danapur as a Nominated Member of the Board, which was administered by the President, Cantonment Board.


(Jyoti Kapoor, IDES)
Member Secretary
Cantonment Board, Danapur

Dated 15 December, 2021


(Brig. R.K. Sharma)
President
Cantonment Board, Danapur

Dated 15 December, 2021

प्रस्ताव सं०/AGENDA No. 39

Subject: **MONTHLY ACCOUNT**

To consider and approve the monthly account for the month October, 2021 placed before the Board.

Monthly Account - Oct, 2021

Receipts and Payment Account for the period 01/10/2021 To 31/10/2021

Opening Balance		
Cash Account Balance		0.00 D
Bank Account Balance		60690229.86 D

Receipts Account Head	Actual Amount Received (Rs.)	Payments Account Head	Actual Amount Paid (Rs.)
230 - 1111 - 0001 - Receipts of annual values of land and buildings	35,333.00	110 - 2121 - 0001 - Pay of Establishment-BASIC	3,02,488.00
230 - 1112 - 0001 - Receipt from Water Tax	3,622.00	210 - 2121 - 0011 - COLLECTION OF REVENUE- Other taxes-BASIC PAY	1,19,449.00
230 - 1113 - 0001 - Receipts of conservancy and scavenging tax	12,932.00	220 - 2121 - 0016 - Basic Pay	43,518.00
230 - 1114 - 0001 - Receipts of Lighting and drainage tax	8,419.00	390 - 2121 - 0004 - D (iii) Establishment-Basic PAY	1,28,169.00
820 - 1512 - 0002 - Health and Veterinary services Dispensaries	165	420 - 2121 - 0010 - Water-supply â€ Establishment-BASIC PAY	1,05,135.00
610 - 1513 - 0001 - Daily market collection	3,17,530.00	480 - 2121 - 0017 - Basic Pay	86,625.00
220 - 1531 - 0003 - Registration fees (Revenue)	12,000.00	510 - 2121 - 0018 - Basic Pay	4,34,441.00
820 - 1531 - 0002 - Registration fee for medical OPD Registration	2	540 - 2121 - 0013 - Basic Pay-Civil conservancy & Military Conservancy	8,53,746.00
830 - 1531 - 0006 - Registration fee for medical OPD Registration	145	610 - 2121 - 0019 - Basic Pay	74,121.00
110 - 1596 - 0002 - PROCESSING FEES	6,060.00	720 - 2121 - 0006 - Pounds â€ Establishment-Basic Pay	58,573.00
420 - 1611 - 0004 - Charges of water connection	150	730 - 2121 - 0007 - Arboriculture, Public Gardens, Tree-tending, Forests, etc. â€ Establishment-BASIC PAY	36,608.00
220 - 1619 - 0001 - REVENUE FROM RO ATM PLANT	4,706.00	820 - 2121 - 0020 - Basic Pay	72,229.00
110 - 1711 - 0002 - Interest on Investment	7,61,840.00	110 - 2123 - 0001 - DA	84,697.00
390 - 1999 - 0001 - Composition fees, Fishery rights, sale of forms and other miscellaneous receipts	32,502.00	210 - 2123 - 0002 - DA	33,446.00
110 - 3619 - 0001 - Others EMD	80,000.00	220 - 2123 - 0015 - DA	12,185.00
110 - 3713 - 0001 - Commhall deposit	12,100.00	390 - 2123 - 0004 - DA	35,887.00