

110 - 4431 - 000 - Fixed Deposit	4,50,31,144.00	420 - 2123 - 0011 - DA	29,438.00
110 - 4649 - 0006 - Income from rent of Shop	56,234.00	480 - 2123 - 0016 - DA	24,255.00
110 - 4652 - 0001 - Military Conservancy Charges	76,36,332.00	510 - 2123 - 0017 - DA	1,21,644.00
Total	54011216	540 - 2123 - 0012 - DA- Civil conservancy and Military Conservancy	2,39,049.00
		610 - 2123 - 0018 - DA	20,754.00
		720 - 2123 - 0006 - DA	16,400.00
		730 - 2123 - 0007 - DA	10,250.00
		820 - 2123 - 0014 - DA	20,224.00
		110 - 2124 - 0001 - SALARY HOUSING ALLOWANCE	32,799.00
		210 - 2124 - 0002 - HOUSING ALLOWANCE	18,021.00
		220 - 2124 - 0015 - HRA	3,095.00
		390 - 2124 - 0004 - HOUSING ALLOWANCE	23,070.00
		420 - 2124 - 0011 - HOUSING ALLOWANCE	18,924.00
		480 - 2124 - 0016 - HRA	15,593.00
		510 - 2124 - 0017 - HRA	67,183.00
		540 - 2124 - 0012 - HRA- Civil conservancy and Military Conservancy	1,34,395.00
		610 - 2124 - 0018 - HRA	4,205.00
		720 - 2124 - 0006 - HOUSING ALLOWANCE	10,543.00
		730 - 2124 - 0007 - HOUSING ALLOWANCE	6,589.00
		820 - 2124 - 0014 - HRA	13,001.00
		110 - 2125 - 0001 - SALARY CITY COMPENSATORY ALLOWANCE	15,795.00
		210 - 2125 - 0002 - TA/SALARY CITY COMPENSATORY ALLOWANCE	6,318.00
		220 - 2125 - 0028 - TPT	3,156.00

	390 - 2125 - 0004 - TA/SALARY CITY COMPENSATORY ALLOWANCE	4,738.00
	420 - 2125 - 0011 - TA / SALARY CITY COMPENSATORY ALLOWANCE	7,897.00
	480 - 2125 - 0030 - TPT	3,159.00
	510 - 2125 - 0032 - TPT	30,010.00
	540 - 2125 - 0022 - SALARY CITY COMPENSATORY ALLOWANCE-Civil conservancy and Military Conservancy	55,282.00
	610 - 2125 - 0034 - TPT	4,738.00
	720 - 2125 - 0006 - TA / SALARY CITY COMPENSATORY ALLOWANCE	3,159.00
	730 - 2125 - 0007 - TA / SALARY CITY COMPENSATORY ALLOWANCE	3,159.00
	820 - 2125 - 0036 - TPT	3,159.00
	110 - 2129 - 0011 - OTHER ALLOWANCES	7,404.00
	210 - 2129 - 0003 - ARREAR OF MACP TO EMPLOYEES and OTHERS	3,291.00
	220 - 2129 - 0016 - OTHERS	1,645.00
	390 - 2129 - 0007 - ARREAR OF MACP TO EMPLOYEES AND OTHERS	2,468.00
	420 - 2129 - 0009 - ARREAR OF MACP TO EMPLOYEES AND OTHERS	4,113.00
	480 - 2129 - 0017 - Others	1,645.00
	510 - 2129 - 0018 - Others	15,630.00
	540 - 2129 - 0013 - Other Allowances Civil conservancy and Military Conservancy	28,793.00
	610 - 2129 - 0019 - Others	2,468.00

	720 - 2129 - 0004 - ARREAR OF MACP TO EMPLOYEES and others	1,645.00
	730 - 2129 - 0008 - ARREAR OF MACP TO EMPLOYEES AND OTHERS	1,645.00
	820 - 2129 - 0020 - Others	1,645.00
	420 - 2151 - 0004 - Monthly Contribution to Pension fund	13,815.00
	480 - 2151 - 0005 - Monthly Contribution to Pension fund	12,670.00
	820 - 2151 - 0011 - Monthly Contribution to Pension fund	13,815.00
	110 - 2152 - 0001 - Contribution to new pension scheme	13,815.00
	210 - 2152 - 0003 - Contribution to National Pension System	13,815.00
	220 - 2152 - 0002 - Contribution to New Pension Scheme	13,815.00
	390 - 2152 - 0004 - Contribution to National Pension System	13,815.00
	510 - 2152 - 0007 - Contribution to National Pension System	13,815.00
	540 - 2152 - 0008 - Contribution to National Pension System	13,815.00
	610 - 2152 - 0010 - Contribution to National Pension System	13,815.00
	730 - 2152 - 0012 - Contribution to National Pension System	13,815.00
	510 - 2159 - 0006 - Others	70,718.00
	390 - 2169 - 0002 - Others (Contract Staff)	1,78,548.00

	420 - 2169 - 0003 - Others (Contract Staff)	3,40,988.00
	110 - 2171 - 0001 - Transfer by CB to Pension Fund	21,00,000.00
	110 - 2219 - 0002 - Others	2,940.00
	110 - 2231 - 0001 - Telephone & Fax	8,378.00
	120 - 2255 - 0001 - TA/DA of CEO	81,000.00
	110 - 2262 - 0001 - Professional Fees	46,250.00
	110 - 2291 - 0001 - Cost of outsourced for chowkidar/security guards various cantt fund assets and also honorarium of J.E	42,250.00
	110 - 2292 - 0002 - Training Expenses	2,000.00
	540 - 2951 - 0001 - Expenditure on military conservancy	30,60,013.00
	110 - 3551 - 0001 - General Provident Fund Subscription	3,09,500.00
	110 - 3553 - 0001 - New pension scheme (deduction)	99,543.00
	110 - 3559 - 0001 - NPS arrear	11,454.00
	110 - 3559 - 0002 - General Provident Fund Loan	1,59,000.00
	110 - 3561 - 0001 - Income Tax	35,000.00
	110 - 3574 - 0001 - GISSP (LIC)	2,200.00
	110 - 3579 - 0001 - CPKS (Union)	1,700.00
	110 - 3815 - 0001 - Deduction for TDS on Professional Contractor and consultancy	35,751.00
Total		1,02,61,767.00
Closing Balance		
Cash Account Balance		0.00 Dr.
Bank Account Balance		10,44,39,676.86 Dr.

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

RESOLUTION : The Board considered and approved the monthly account for the month of October, 2021

(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 सं/AGENDA No. 40

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

Reference: CBR No.32 dated 25.11.2021 and PDDE, CC, Lucknow letter No. 49261/Bihar/LCP dtd. 02 December, 2021

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. **Resoulution No.** झापांक ३ए-२- वे०यु०(भ०) - ०८/२०१३ - ७५२९/वि० पटना, दिनांक ०९/११/२०२१ एवं झापांक ३ए-२- वे०यु०(भ०) - ०८/२०१३ - ७५३०/वि० पटना, दिनांक ०९/११/२०२१ 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-Command, 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 ३ए-२- वे०यु०(भ०) - ०८/२०१३ - ७५२९/वि० पटना, दिनांक ०९/११/२०२१ एवं झापांक ३ए-२- वे०यु०(भ०) - ०८/२०१३ - ७५३०/वि० पटना, दिनांक ०९/११/२०२१ for the employees and pensioners of Cantonment Board, Danapur Cantt.

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

Dated 15 December, 2021

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

Dated 15 December, 2021

NO/AGENDA No. 41

Subj :PURCHASE OF 08 NOS. WASTE CONTAINERS GARBAGE DUSTBIN 1110 LITRES.

Stn HQ Cell, HQ JOB Sub Area, Danapur Cantt. has demanded 08 Nos of waste containers garbage dustbin 1110 litres in F(9) head (Military area) of Danapur Cantonment.

A Bid was invited vide GeMs Bid No. GEM/2021/B/1648271 dated 03.11.2021. Details are hereunder:

Bid Details	
Bid Start Date	03-11-2021
Bid End Date/Time	24-11-2021 @ 12:00:00
Bid Opening Date/Time	24-11-2021 @ 12:30:00
Bid Life Cycle(From Publish Date)	90 (Days)
Bid Offer Validity (From end Date)	30 (Days)
Ministry/State Name	Ministry of Defence
Department Name	Department of Defence
Organisation Name	DG of Defence Estate
Office Name	*****
Total Quantity	8
Item Category	Waste Containers Or Rigid Liners – Dust Bin Or Garbage Bin Or Household Bin-IS 12402(Q3)
Minimum Average Annual Turnover of the Bidder	2 Lakh (s)
Years of Past Experience Required	3 Year(s)
MSE Exemption for Years of Experience and Turnover	Yes
Startup Exemption for Years of Experience and Turnover	Yes
Document required from seller	Experience Criteria, Past Performance, Bidder Turnover *In case any bidder is seeking exemption from Experience/Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
Past Performance	30%
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required (By Empanelled Inspection Authority/Agencies pre-registered with GeM)	No
Evaluation Method	Total Value wise evaluation

In response to the above Bid 05 Nos of Bids were received. The lowest rate of bid as per GeMs is furnished hereunder:-

OFFICE OF THE CANTONMENT BOARD DANAPUR LIST OF COMPARE TECHNICAL SPECIFICATION

Category Name	Specification	Title	Bid Requirement (Allowed Values)	SHIVPRIYA INDUSTRIES	M.J. ENTERPRISES	JAGDAM BA SHAKTI ENTERPRISES	DEEPAK KUMAR SHARMA	VINAY KUMAR SHARMA	SELECTED / REJECTED
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Waste Container s Or Rigid Liners- Dust Bin Or Garbage Bin Or Househol d Bin-IS 12402	GENERIC	Utility	Public (Mobile containers confirmin g IS: 12402)	Public (Mobile containers confirmin g IS: 12402)	Public (Mobile containers confirmin g IS: 12402)	Public (Mobile containers confirmin g IS: 12402)	Public (Mobile containers confirmin g IS: 12402)	Public (Mobile containers confirmin g IS: 12402)	Public (Mobile containers confirmin g IS: 12402)
		ISI Marked	No	No	No	No	No	No	No
		Class confirming to IS:12402 (For Public Dustbins)	Type B (with 4 pivoting castors), NA	NA	Type B (with 4 pivoting castors)	NA	Type B (with 4 pivoting castors)	Type B (with 4 pivoting castors)	Type B (with 4 pivoting castors)
		Material	Corrosion free sheet metal	Corrosion free sheet metal	Corrosion free sheet metal	Corrosion free sheet metal	Corrosion free sheet metal	Corrosion free sheet metal	Corrosion free sheet metal
CAPACIT Y	CONSTRU CTIONAL	Bin Capacity (Volume) (Ltrs)	1110 Litres	1110 Litres	1110 Litres	1110 Litres	1110 Litres	1110 Litres	1110 Litres
		Colour	green	green	green	green	green	green	green
		Wheel Lock	With	With	With	With	With	With	With
		Wall	Non- Perforated	Non- Perforated	Non- Perforated	Non- Perforated	Non- Perforated	Non- Perforated	Non- Perforated
		Lid	hinged	hinged	hinged	hinged	hinged	hinged	hinged
		Handle	With	With	With	With	With	With	With
		Wheel	With	With	With	With	With	With	With
		Towage Provision	yes	yes	yes	yes	yes	yes	yes
		Gripping Provision	Ventral	Ventral	Ventral	Ventral	Ventral	Ventral	Ventral
		Plugged outlet for washing & draining	With	With	With	With	With	With	With
		UV Resistant	yes	yes	yes	yes	yes	yes	yes
		Dust Bin stand	without	without	without	without	without	without	without
		No. of Compartment in the Bin	single, Twin Bin	single	single	single	single	single	single

Sl. No.	Quantity	Unit Price	Total Price
1.	08 Nos.	Rs. 15,999/-	Rs. 1,27,992/-

The Technical Evaluation committee constituted vide Daily Office Order Part II No. 71 date 18 November, 2021 opened the technical bid and scrutinized the documents and bid requirement as proceeded on GeM Portal. The Technical Evaluation Committee found that the lowest rate (L1) is coming of Rs. 15,999/- (Rupees Fifteen Thousand Nine Hundred and Ninety Nine) only for each dustbin container. The Technical

Committee recommended that the Lowest Bidder(L1) may be accepted as eligible. Total expenditure for 08 Nos of waste containers garbage dustbin of 1110 litres comes to Rs. 1,27,992/-. The budget provision exists under F(9) head for the financial year 2021-22.

The Board may consider and approve the lowest rate of Rs. 15,999/- each of 1110 litres garbage dustbin and for a total expenditure of Rs. 1,27,992/- to be incurred in the concerned budget head F(9).

File containing all the related documents is placed before the Board for perusal and consideration of the same.

RESOLUTION: The Board Considered and approved and decided to award the same to L1 bidder for purchasing of 08 nos. waste containers garbage dustbin 1110 litres in the budget provision existed under F(9) Head of the Financial year 2021-22.

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

Dated 15 December, 2021

प्रस्ताव सं/AGENDA No. 42

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

Dated 15 December, 2021

Sub:

AUCTION OF VARIOUS NON-SERVICEABLE STORE ITEMS OF DANAPUR CANTONMENT BOARD.

Reference PDDE, CC, Lucknow letter No. 58439/Spl Camp 2-31 Oct/2 dated 18.10.2021, this Office Order No. 04 dated 18.10.2021, e-auction ID No. 2021_MoD_1464 dated 09.11.2021 and Technical Evaluation Committee report dated 06.12.2021.

Directions were received in this office to undertake cleanliness drive and dispose scrap on a mission mode vide PDDE, CC, Lucknow letter No. 58439/Spl Camp 2-31 Oct/2 dated 18.10.2021 during Special Campaign from 02nd to 31st October, 2021 and as per instructions as laid under PDDE, CC letter, Cantonment Board Office, Danapur Cantt constituted a committee vide daily order Part II No.04 dated 18 October, 2021 to prepare a list of scrap items as well to measure weigh, storing status and to fix the highest MAP (Minimum Auction Price). The committee was also directed to take further course of action to process eAuction. As per instructions, the list of scrap items prepared by the committee so that the scrap items be auctioned through inviting eAuction on eAuction portal.

The committee evaluated every item to be auctioned for a total amount of Rs. 3,00,000/- (Three Lacs) only of total scrap items and eAuction was invited vide eAuction ID No. 2021_MoD_1464 dated 09.11.2021. The same was also published in daily newspaper Hindustan and Dainik Jagaran vide letter No. CBD/Scrap/Auction/248 dated 09 November, 2021. Details are as follows:

Sr. No.	Activity	Date	Time
1	Date of publication on e-auction	09.11.2021	1600Hrs
2	Submission Start date	10.11.2021	0900 Hrs
3	Submission End date	18.11.2021	1700 Hrs
4	Auction Start date	20.11.2021	0900 Hrs
5	Auction End date	20.11.2021	1600 Hrs

In response of the above, no bidders had participated in the auction and the date of the same auction had been extended via corrigendum and re-invited. Details are hereunder:

Sl. No.	Activity	Date	Time
1	Submission End date	25.11.2021	1700 Hrs
2	Approval Start date	26.11.2021	1100 Hrs
3	Approval End date	26.11.2021	1700 Hrs
4	Auction Start date	27.11.2021	0900 Hrs
5	Auction End date	27.11.2021	1600 Hrs

In response of the above, again no bidders participated in the Auction as shown above and the date of the same auction had to be extended again via corrigendum and invited on the on the portal eAuction India. Details are hereunder:

Sl. No.	Activity	Date	Time
1	Submission End date	05.12.2021	1700 Hrs
2	Approval Start date	06.12.2021	1100 Hrs
3	Approval End date	06.12.2021	1700 Hrs
4	Auction Start date	07.12.2021	0900 Hrs
5	Auction End date	07.12.2021	1600 Hrs

In response of the above, four bidders have participated and submitted their documents as per demand and they fulfilled all the terms and conditions as per eAuction regulation. Their documents have also been verified and found all bidders eligible by the Technical Evaluation Committee constituted vide Daily Officer Order Part II No. 70 dated 18 November, 2021. Thereafter, the committee recommended for further step of eAuction(Online Bidding). Details of the eligible bidders as under:

Sl. No.	Bidder Name	Remarks
1	Singh & Singh Enterprises	Accepted (H1)
2	Silver Alloy Enterprises Pvt Ltd	Accepted (H2)
3	Sanjay Kumar	Accepted (H3)
4	Om Sai Syndicate	Accepted

In continuation of the above, only three bidders participated 1. Singh & Singh Enterprises (H1) 2. Silver Alloy Enterprises Pvt. Ltd. (H2) and 3. Sanjay Kumar (H3). Om Sai Syndicate did not participate in this eAuction. Out of three bidders who participated, Singh & Singh Enterprises was the Highest(H1) bidder in this eAuction. The Highest(H1) bid amount is Rs. 3,74,000/- (Three Lacs and Seventy Four Thousand) by Singh & Singh Enterprises. As per the terms and condition of eAuction, the highest bidder has to deposit 50% of total bid amount i.e. Rs. 1,87,000/- (One Lac Eighty Seven Thousand) only within 24 hours. Singh & Singh Enterprises(H1) has deposited an amount of Rs.1,87,000/-(One Lac Eighty Seven Thousand) according to terms and conditions.

File containing all the relevant documents/papers are placed on the table before the board for consideration and approval of the same.

The Board may consider and approve the same.

RESOLUTION: The Board considered and approved to award the highest bidder Singh & Singh Enterprises(H1), participated in e-auction of scrap. The Board also decided that Total term amount must be paid to this office before lifting of scrap items.

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

Dated 15 December, 2021

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

Dated 15 December, 2021

AGENDA No. 43

Subj: RE-APPROPRIATION OF THE SAME BASIC FUNCTION AS PER CBAR-2020

It is brought to the notice of board that the amount is required under basic function code ABAS Pilot Project 110 - 2693 from basic function code Consultants 110 - 2163.

Function Code	Basic Function	Main Function	Primary code	Account code	Sanctioned Amount in Rs.	Expenditure as on 08.12.2021 in Rs.	Rest Amount in Rs.	Amount Decrement
110	General Administration	Consultants	2163	110-2163	180000	28800	151200	80000

Function Code	Basic Function	Main Function	Primary code	Account code	Sanctioned Amount in Rs.	Expenditure as on 18.11.2021 in Rs.	Rest Amount in Rs.	Amount Increment
110	General Administration	ABAS Pilot Project	2693	110-2693	270000	270000	0.00	80000

It is to mention that re-appropriation may be done as per CBAR-2020 rule no.33(2)(a). The rule of the CBAR-2020 is enclosed herewith. The board may consider and approve.

RESOLUTION: The Board Considered & Resolved to approve the re-appropriation of Rs. 80,000/- from basic function code 110 - 2163 to 110 - 2693 as per CBAR-2020 rule no. 33(2)(a).

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

Dated 15 December, 2021

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

Dated 15 December, 2021

AGENDA No. 44

Subj: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.290-12 & 290-16, HOUSE NO.1A, MAHAL NO.3, WARD NO.4, MARSHAL BAZAR, DANAPUR CANTT

It is brought to the notice of the Board that an application dated 01.02.2018 is received from Sri Shanker Nath Mehra & others for renewal of the lease in respect of Survey No.290-12 & 290-16, situated at Marshal Bazar within civil area of Danapur Cantt.

The brief of the case is furnished as under:

As per Indenture dated 11.10.1943, an area measuring 3611sqft comprising of Survey No.290-12 & 290-16 was leased out under Schedule VIII for the purpose of Dwelling House. Initially the lease was granted to Messrs Hira Lal Khatri and Sri Shambhu Nath Khatri sons of Sri Indra Nath Khatri. As mentioned in the Indenture, the land hasd previously been leased to P.G.Nath & Co. by a lease dated

02.03.1920 in Form-'C' (Section 264 of Cantonment Code 1912) but resumed by the Central Government on the expiry of the period of the lease. The lease under Schedule VIII has been granted in consideration of the premium of ₹500/- (five hundred rupees) and the yearly rent of ₹58.12 (Rupees Fifty Eight and annas Two) for the first term from 02.03.1940. Thus the first term of the lease has expired on 01.03.1970. The lease was not renewed for the 2nd term of the period from 02.03.1970 to 01.03.2000 and also not renewed for the 3rd term from 02.03.2000 to 01.03.2030.

As per GLR, the area recorded in both Survey Nos.290-12 & 290-16 is 3611sqft separately in the name of Messrs. P.G.Nath & Co. To avoid double entries of area in Raksha Bhoomi, the area was entered only in the Survey No.290-16 of 3611sqft. But as per site plan and site measurement, the leased out area on Survey No.290-16 is 2753sqft and on Survey No.290-12 is 858sqft to make a total area of 3611sqft. (Site plan is enclosed). Both the Survey Nos.(290-16 & 290-12) is exactly close to each other. Entries for areas in respect of Survey No.290-12 and 290-16 of lease under Schedule VIII of CLA Rules 1937 executed in favour of Messrs Hira Lal Khatri and Sri Shambhu Nath Khatri. Entries in GLR are not updated as per Lease Indenture dated 11.10.1943.

The applicants namely 1. Sri Shanker Nath Mehra, 2. Sri Sheo Kumar Mehra, 3. Sri Binod Kumar Mehra, 4. Sri Dinesh Kumar Mehra and 5. Sri Vijay Kuamr Mehra all sons of Late Shambhu Nath Khatri are not recorded lessee. The applicants came in possession of the property through Inheritance from his father, Late Shambhu Nath Khatri and Sri Shambhu Nath Khatri inherited the property by partition deed dated 09.08.1946 executed between co-lessee, Hira Lal Khatri and other co-lessee, Sri Shambhu Nath Khatri (himself).

An application dated 01.02.2018 jointly signed by all the applicants is received to this office for renewal of lease for the 2nd term of the period from 02.03.1970 to 01.03.2000 and the 3rd term from 02.03.2000 to 01.03.2030. The applicants are not recorded lessee.

The site inspection has been carried out by the Junior Engineer on 11.12.2021. The site is granted for the purpose of Dwelling House. As per the site inspection report carried out on 11.12.2021, the property is being used for Residential-cum-Commercial purpose. Hence there is change of purpose from Residential to Residential-cum-Commercial is involved. The area used for commercial purposes is 16'8"X35' and 16'8"X10'sqft. Thus total approximately 750sqft is being used for commercial purposes which comes to 20% or one fifth part of the leased out property. Hence the condonation for the change of purposes, may be considered by the competent Authority.

As per condition III of the lease deed, the lease rent payable for the under mentioned period is worked out to ₹4,359/-.

- (i) Period from 02.03.1970 to 01.03.2000 @₹ 58.12/- is worked out to @₹1743.60
- (ii) Period from 02.03.2000 to 01.03.2030 @₹87.18 is worked out to @₹2615.40

In the assessment register the properties is described as Holding No.1A, Mahal No.3, Ward No.4 with ARV of ₹2112/- in the name of Smt. Shanti Devi & Sri Shanker Nath Khatri. The property Tax is paid upto March'2021.

A site inspection is carried out by the Junior Engineer and the report dated 11.12.2021 is furnished as under:

- (i) **Sub-division of Site:** There is no sub-division of site.
- (ii) **Change of purpose:** The site is granted for the purpose of Dwelling House. The property is being used for Residential-cum-Commercial purpose. Hence there is change of purpose from Residential to Residential-cum-Commercial is involved and may be condoned by the Competent Authority.

The area used for commercial purposes is 16'8"X35' and 16'8"X10'sqft. Thus total approximately 750sqft is being used for commercial purposes which comes to 20% or one fifth part of the leased out property. Hence the condonation for the change of purposes, may be considered by the Competent Authority.

(iii) **Unauthorised Construction:** There is no unauthorised construction involved. In Sy.No.290-16, double storeys (G+1) building is found and in Sy.No.290-12, single storey building has been found which conforms to the Building Bye-laws of Danapur Cantonment.

(iv) **Encroachment:** There is no encroachment exists on the site.

(v) The site is located in civil area of Danapur Cantt.

The Board may consider the renewal of lease for 2nd term w.e.f. 02.03.1970 to 01.03.2000 & 3rd/final term of the above said property w.e.f. 02.03.2000 to 01.03.2030 as per Government of India, Ministry of Defence Policy letter No.11013/2/2016/D(Lands) dated 10.03.2017. There is a change of purpose involved and the same may be condoned as per Rule 2(B)(iii) under ibid policy dated 10.03.2017. The Board may recommend to condone the change of purpose involved from Residential to Residential-cum-Commercial.

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

Resolution: Considered and recommended to forward a proposal to renew the lease for the 2nd term w.e.f. 02.03.1970 to 01.03.2000 & the 3rd/final term w.e.f. 02.03.2000 to 01.03.2030 in respect of the property comprising Survey Nos.290-12 & 290-16, 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. The condonation of breach of Condition of lease Clause I(6) of Lease Indenture, Change of purpose from Residential to Residential-cum-Commercial, may be considered by the appropriate Committee as per ibid lease policy under Rule 2(B)(iii).


(Jyoti Kapoor, IDES)

Member Secretary

Cantonment Board, Danapur

Dated 15 December, 2021


(Brig. R.K. Sharma)

President

Cantonment Board, Danapur

Dated 15 December, 2021

पुस्तक सं/AGENDA No. 45

Sub: **RENEWAL OF LEASE IN RESPECT OF SURVEY NO.282-1, HOUSE NO.34, MAHAL NO.3, WARD NO.4, DANAPUR CANTT**

Reference Circular Agenda No.97 dated 16.07.2019

It is brought to the notice of the Board that vide CBR under reference the matter was considered and forwarded a proposal of renewal of lease vide this office letter No.CBD/Sy.No.282-1/745 dt.17.07.2019. Meanwhile the applicant, Smt. Pushpa Gupta has expired (copy of death certificate enclosed). Now an application dated 08.12.2021 is received from Sri Surendra Prasad Gupta, Sri Ravi Kant, Sri Shashi Kant, Sri Chandra Kant and Sri Shiromani Kant for renewal of the lease in respect of Survey No.282-1, Danapur Cantt.

The brief of the case is furnished as under:

As per Lease Indenture dated 30.09.1932, initially the site comprising GLR Survey No.282-1 bearing House No.34, Mahal No.3, Ward No.4, Danapur Cantonment, admeasuring 8154sqft held on lease under Schedule VI of CLA Rules 1925 was given on lease on 30.09.1932 to Babu Hem Chandra Chakravarti for the purpose of Dwelling house for a term of 30 years w.e.f. 01.09.1932 on payment of lease rent of Rs.56.12/- per annum. The leased out site is situated in civil area notified under Section 43 of Cantonments Act 2006 under the management of Cantonment Board, Danapur Cantt. The 1st term of lease was expired on 31.08.1962.

On expiry of the first term of lease, the lease was renewed under Schedule IV for the second term for 30 years w.e.f. 01.09.1962 in accordance with the sanctioned issued vide HQ EC(ML&C) letter No.18964-LC2 dated 20.09.1962 on the payment of enhanced lease rent of Rs.84.18 per annum. The renewal lease deed was executed on 30.05.1963 and registered on 26.09.1963 in the Sub-Registrar, Danapur in Book No.1, Volume No.22, Pages from 440 to 442 in the year 1963 dated 26.09.1963. The renewal of lease was executed in favour of Smt. Suhasini Chakravarty.

Thereafter, the second term of lease has expired on 31.08.1992. The lease could not be renewed for the 3rd/final term of period w.e.f.01.09.1992 to 31.08.2022.

As per GLR record, the recorded lessee is Smt. Suhasini Chakravarty and the lease is held under Schedule VI of CLA Rules 1925 at lease rent of Rs.84.18 per annum payable to Cantonment Board authority. The land underneath the above site classified as B3 land and is under the management of Cantonment Board, Danapur.

An application was received on 08.12.2021 through e-chhawani portal, signed by Sri Surendra Prasad Gupta, Sri Ravi Kant, Sri Shashi Kant, Sri Chandra Kant & Sri Shiromani Kant for renewal of the lease, who is not the recorded lessee. The documents submitted by the applicants reveals that the subject lease property is in the name of Srimati Suhasini Chakravarty. The lessee, Srimati Suhasini Chakravarty gave the possession of the said property to Sri Ram Chandra Prasad S/o Late Rai Saheb Babu Kedar Nath through a registered Deed of Sale dated 11.06.1974. Thereafter Sri Ram Chandra Prasad died in 1986 leaving behind his four sons namely Sri Uma Shankar Prasad, Sri Daya Shankar Prasad, Shri Uday Shankar Prasad, Sri Vijay Shankar Prasad and a daughter Smt. Pushpa Devi. After the death of Sri Ram Chandra Prasad, all his four sons, Sri Uma Shankar Prasad, Sri Daya Shankar Prasad, Shri Uday Shankar Prasad and Sri Vijay Shankar Prasad gave possession of the said property to his only sister namely, Smt. Pushpa Gupta W/o Sri Surendra Prasad Gupta through Gift Deed registered on 30.05.1988. While processing the lease renewal, Smt. Pushpa Gupta also died on 14.12.2020 leaving behind her husband, Sri Surendra Prasad Gupta and her four sons namely Sri Ravi Kant, Sri Shashi Kant, Sri Chandra Kant and Sri Shiromani Kant.

The site is granted for residential purpose as 'Dwelling House'. From the site inspection, it is found that some part of the property is being used for commercial purposes. The area for commercial purposes (Motor Garage Workshop & Motor parts Shop) are measured 26'X13'4" and 16'X17' respectively. Thus there is breach of Lease Condition, which may be condoned as per policy.

As per condition III of the lease deed, the lease rent payable for the under mentioned period is worked out to ₹6313.50/-.

- (i) For 2nd term for period from 01.09.1962 to 31.08.2092 @ ₹84.18 is worked out to @ ₹2525.40
- (ii) For 3rd term for period from 01.09.1992 to 31.08.2022 @ ₹126.27 is worked out to @ ₹3788.10

In Assessment Register, the property is listed as House No.34, Mahal No.3, Ward No.4 for annual valuation of ₹2560/-. The property Tax is paid upto March'2022.

The site has been inspected by Junior Engineer of this office and submitted its report on 11.12.2021, 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:

(i) **Sub-division of Site:** There is no sub-division of site.

(ii) **Change of purpose:** The leased property was given for the purpose of Dwelling House. At present, it is used for commercial purposes in some part. The area for commercial purposes

(Motor Garage Workshop & Motor parts Shop) are measured 26'X13'4" and 16'X17' respectively. Thus total area for commercial purposes is 618.58sqft. which come to 7.5% or ¾ part. Hence change of purpose from Residential to Residential-cum-commercial may be condoned by the Competent Authority.

(iii) **Unauthorised Construction:** The building plan of the leased property is not available to this office. Out of the total leased out area 8154sqft, the built up area measures 5744sqft and rest are vacant bounded by Pucca boundary. The vacant portion is being used for garden. The built up are mainly consisting single storey building except 15'X10' of double storey building, which is conformed to Building Bye-laws of Cantonment Board, Danapur.

(iv) **Encroachment:** There is no encroachment exists.

(v) The site is located in civil area of Danapur Cantt.

The Board may consider the renewal of lease for 3rd/final term of the above said property w.e.f. 01.09.1992 to 31.08.2022 as per the ibid policy circulated vide the letter cited above. The condonation of breach of Conditions of lease Clause I(6) & I(8) of the Lease Indenture may be considered under Rule 2(B)(iii) & Rule 2(B)(i) respectively by the appropriate Committee as per ibid lease policy.

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

Resolution- Considered and recommended to forward a proposal to renew the lease for the 3rd/final term w.e.f. 01.09.1992 to 31.08.2022 in respect of the property comprising Survey Nos.282-1, 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. The condonation of breach of Conditions of lease Clause I(6) & I(8) of the Lease Indenture may be considered under Rule 2(B)(iii) & Rule 2(B)(i) respectively by the appropriate Committee as per ibid lease policy.

(Jyoti Kapoor, IDES)

Member Secretary

Cantonment Board, Danapur

Dated 15 December, 2021

(Brig. R.K. Sharma)

President

Cantonment Board, Danapur

Dated 15 December, 2021

पुस्तिका सं०/AGENDA No. 46

Subject: **RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1107, SADAR BAZAR, DANAPUR CANTT**

It is brought to the notice of the Board that an application dated 08.12.2021 is received through e-Chhawani portal from Sri Kamal Kishore Jhunjhunwala S/o Sri Mahabir Prasad Jhunjhunwala for renewal of the lease in respect of Survey No.322-1107, 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 lease dated 18.02.1933 comprising Survey No.322-1107, admeasuring area 250sqft. was initially granted to Mr. Madan Lal Jhunjhunwala in Schedule VIII CLA Rules 1937 for a term of thirty years on payment of lease rent of ₹2.06per annum for the purposes of construction of a septic tank, located in civil area of

Sadar Bazar, Danapur Cantt, and under the management of Cantonment Board, Danapur. The 1st term of lease has expired on 14.07.1962.

There is no record found regarding the renewal of 2nd or 3rd Term of lease except single entry of GLR. As per GLR record available in this office, the 1st term of lease has expired on 14.07.1962 without proceeding of the renewal for the 2nd term from 15.07.1962 to 14.07.1992 and 3rd/final term of the lease for the period w.e.f.15.07.1992 to 14.07.2022 due to non-submission of option with requisite documents. In this regard, notices vide this office letter No.CBD/JE/Lease Renewal/269 dated 19.08.2014 was served to the occupier to submit the option for renewal and for the non-submission of option, the action under section 4 of PPE Act 1971 was initiated vide this office letter No.CBD/Sy.No.322-1107/677C dated 28.06.2019.

As per current entry of GLR, the property admeasuring an area 250sqft comprising Survey No.322-1107 is leased in Schedule VI of CLA Rules 1925 is in the name of Mr. Madan Lal Jhunjhunwala for the purpose of construction of a septic tank at the lease rent of ₹2.06per annum.

The applicant namely Sri Kamal Kishore Jhunjhunwala S/o Sri Mahabir Prasad Jhunjhunwala is not recorded lessee. The applicant came in possession of the lease property through Inheritance and family settlement, got the property from his father, Mahabir Prasad Jhunjhunwala.

As per GLR, the site is granted for the purpose of construction of a septic tank. As per the site inspection report, the property is being used for the same 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 15.07.1962 to 14.07.1992 @₹2.06 is worked out to @₹61.80
- (ii) For 3rd term for period from 15.07.1992 to 14.07.2022 @₹3.09 is worked out to @₹92.70

In Assessment Register, the property is not listed.

The site has been inspected by Junior Engineer of this office and submitted his report on 11.12.2021, 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:

- (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 site is being used as Septic Tank.
- (iii) **Unauthorised Construction:** There is no unauthorised construction reported.
- (iv) **Encroachment:** There is no encroachment.
- (v) The site is located in civil area of Danapur Cantt.

The Board may consider the renewal of lease for 2nd term w.e.f. 15.07.1962 to 14.07.1992 and 3rd/final term w.e.f. 15.07.1992 to 14.07.2022 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 recommended to forward a proposal to renew the lease for the 2nd term w.e.f. 15.07.1992 to 14.07.2022 & the 3rd/final term w.e.f. 15.07.1992 to 14.07.2022 in respect of the property comprising Survey No.322-1107, Sadar Bazar, Danapur Cantonment 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 15 December, 2021

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

Dated 15 December, 2021

AGENDA No. 47

Subject: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1103, SADAR BAZAR, DANAPUR CANTT

It is brought to the notice of the Board that an application dated 08.12.2021 is received through e-Chhawani portal from Sri Bimal Kishore Jhunjhunwala S/o Sri Mahabir Prasad Jhunjhunwala for renewal of the lease in respect of Survey No.322-1103, 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 lease dated 17.03.1944 comprising Survey No.322-1103, Sadar Bazar, Danapur Cantt admeasuring area 700sqft. was initially granted to Sri Madan Lal Jhunjhunwala in Schedule VIII CLA Rules 1937 for the purpose of Motor Garage, located in civil area, classified as B3 land and under the management of Cantonment Board, Danapur. The date of expiry of 1st Term is not recorded in GLR.

The applicant namely Sri Bimal Kishore Jhunjhunwala S/o Sri Mahabir Prasad Jhunjhunwala is not recorded lessee. The applicant has claimed the leased out property came in his possession through Inheritance and family settlement who got the property from his father, Mahabir Prasad Jhunjhunwala.

As per GLR, the site is granted for the purpose of Motor Garage. As per the site inspection report, the leased land is vacant and no superstructure exists on the site. The land is not being used for Motor Garage. The leased site is not marked at the ground. Hence it is not distinguished from existing vacant land classified B-4.

The Site has been inspected by Junior Engineer of this office and submitted its report on 11.12.2021, wherein it has been reported the following:


- (i) **Sub-division of Site:** There is no sub-division of site.
- (ii) **Change of purpose:** The lease land not being used for the Motor Garage till the date. The status of the land is a vacant land not separated from adjoining B-4 vacant land
- (iii) **Unauthorised Construction:** There is no superstructure exists at the site.
- (iv) **Encroachment:** The land is vacant. The leased site is not marked at the ground. Hence it is not distinguished from existing vacant land classified as B-4.

(vi) Since there is no Motor Garage exists at the site, the Site Plan showing physical position on the ground of the lease property cannot be drawn. A Site Plan is traced which represents theoretical site of the Motor Garage enclosed with recent photographs.

Further it is intimated to the Board that due to insufficient documentary record of lease and no existence of super-structure at site, and lease land not being used for the Motor Garage and till the date, status of the land is a vacant land not separated from adjoining B-4 vacant land, the recommendation for renewal of lease may be avoided.

The Board may consider to get more record/instruction in respect of the lease of Survey No.322-1103 from the Higher Authority to process the renewal of lease.

Resolution: Considered & Approved. The higher Authority is requested to give necessary directions in the matter.


(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. 48

Sub: **RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-269-1, HOUSE NO.70/71, MAHAL NO.2, WARD NO.4, DANAPUR CANTT**

It is brought to the notice of the Board that a proposal for determination of lease bearing Survey No.322-269-1 was sent vide this office letter No.CBD/Sy.No.322-269-1/527 dated 06.05.2019 for violations of lease terms. Some observations were raised vide Directorate letter No.56567/Sy.No.322-269-1/DNR/LC-1 dated 03.06.2019. In view of the observation, the case has brought to the Board freshly.

The brief of the case is furnished as under:

Initially A site comprising of Survey No.322-269-1 located in civil area, Sadar Bazar, admeasuring area 1093sqft was leased out for the purpose of Dwelling House on 01.05.1933 to Sri Md. Basheer S/o Molvi Md. Sayeed in Schedule VI of CLA Rules 1925 for a term of 30 years w.e.f. 01.05.1933 on payment of lease rent of Rs.17.62 P.A. The 1st term of lease was expired on 30.04.1963.

On expiry of the first term of lease, the lease was renewed under Schedule IV for the second term for 30 years w.e.f. 01.05.1963 in accordance with the sanctioned issued vide HQ EC(ML&C) letter No. 31996/LC2 dated 04.09.1973 on the payment of enhanced lease rent of Rs.26.43 per annum. The 2nd term of lease was expired on 30.04.1993.

As per the latest GLR entry, Survey No.322-269-1, Sadar Bazar, Danapur Cantt admeasuring an area 1,093sqft. situated in civil area is in the name of Sri Md. Bashir under Schedule VI of CLA Rules

1933 for 30 years from 01.05.1933 Regd. in Vol. No.18, Being No.2044 & 1933 for the residential purpose at the lease rent of ₹17.62 per annum.

An application is received on 19.12.2017 signed by Kamla Devi, Binod Kumar, Anil Kumar and Rajesh Kumar for renewal of the lease, who are not the recorded lessee. They have submitted that the leased property came in possession of Tej Narayan Gupta vide a registered sale deed dated 31.03.1948 executed by Md. Bashir S/o Md.Sajjad. After death of transferee, Shri Tej Narayan Gupta, the property came to the above mentioned applicants by family settlement through Title Suit No.165 of 1971, Sub-Judge II, Patna. As per the available records, the board has not approved the transfer sale deed/family settlement.

The site is granted for residential purpose as 'Dwelling House'. The lease property is given for residential purpose but the site is being used fully for Commercial purpose. Hence there is change of purpose involve.

The site has been inspected by Junior Engineer on 11.12.2021 and the report is furnished as under:

(i) **Sub-division of site:** The site is sub-divided in two parts. One part is sub-letted for commercial gain by letting out a shop named Tanduri Hotel and the 2nd part is in possession of the applicants, Kamla Devi & others for running fast food shop. It is reported that there is a dispute in the court bearing Title Suit No.42/2001 among applicants and Shri Dinesh Prasad Gupta (tenant).

(ii) **Violation of lease term:** The lease property was sold through registered deed of sale dated 01.05.1948 without obtaining prior permission from the competent authority. Breach of Lease Clause I(8) may be condoned under Rule 2(B)(i) of new lease policy dated 10.03.2017 is required.

(iii) **Encroachment & Unauthorised Construction:** On the site measurement, it has been found that there is an encroachment over Govt. land bearing Sy.No.322-272 admeasuring area 27'8"X3'6" on the southern portion and 38'6"X1'3" on the western portion on the ground floor. A roof projection measuring 27'8"X3'6" & 38'6"X1'3" unauthorizedly constructed at the site is compoundable.

Notice for removal of encroachment and unauthorised construction was issued vide this office letter No.CBD/L.R./Sy.No.322-269-1/80 dated 23.02.2016 but the encroachment/unauthorised construction exists till the date. The site plan showing encroachment

is enclosed. From the record no sanctioned building plan is found. A separate action under PPE Act 1971 is initiated for removal of encroachment.

(iv) **Change of purpose:** The lease property is given for residential purpose but the site is being used fully for Commercial purpose. Hence there is change of purpose from Residential to Commercial involved which may be condoned by the Competent Authority.

(v) The site is located in civil area of Danapur Cantt and the building exists in ground floor.

As per condition III of the lease deed, the lease rent payable for the under mentioned period is worked out to ₹1,321.50.

(i) For 2nd term for period from 01.05.1963 to 30.04.1993 @₹17.62 is worked out to ₹528.60

(ii) For 3rd term for period from 01.05.1993 to 30.04.2023 @ ₹26.43 is worked out to ₹792.90

The lease property is not listed independently in the Assessment Register, This property is listed in the Assessment Register alongwith adjoining Old Grant property bearing House No.70/71, Mahal No.2, Ward No.4 for ARV of ₹5760/- in the name of Smt. Bechan Devi. The property Tax is paid upto March'2021.

The Board may consider the renewal of lease for 3rd/final term of the above said property w.e.f. 01.05.1993 to 30.04.2023 as per Government of India, Ministry of Defence Policy letter No.11013/2/2016/D(Lands) dated 10.03.2017. There is breach of Condition of lease Clause I(6) & I(8). The breach of Condition of Lease Clause I(6) and breach of condition I(8) of Lease Clause recommended to be condoned by Competent Authority under Rule 2(B)(iii)(c) & Rule 2(B)(i) respectively as per new lease 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 the 3rd/final term w.e.f. 01.05.1993 to 30.04.2023 in respect of the property comprising Survey No.322-269-1, 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. The breach of Condition of Lease Clause I(6) and breach of condition I(8) of Lease Clause recommended to be condoned by Competent Authority under Rule 2(B)(iii)(c) & Rule 2(B)(i) respectively as per new lease policy.


(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. 49

Subject: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1078, HOUSE NO.87, MAHAL NO.2, WARD NO.4, SADAR BAZAR, DANAPUR CANTT

It is brought to the notice of the Board that an application dated 07.12.2019 is received from Sri Subash Chandra Gupta W/o Late Vidya Sagar Gupta and Sri Sanjay Kumar Gupta S/o Late Suresh Chandra Gupta jointly for renewal of the lease in respect of Survey No.322-1078, situated at Sadar Bazar within civil area of Danapur Cantt.

The brief of the case is furnished as under:

Initially the proposed lease site admeasuring an area 492sqft was granted to Moti Lal Shaw S/o Mewa Saw in Schedule VI CLA Rules 1925 dated 21.07.1930 for the purpose of Shop for a term of thirty years w.e.f. 01.07.1930 to 30.06.1960 on payment of lease rent of Rs.8.25per annum. The lease has expired its first term of thirty years on 30.06.1960.

After the completion of first term of 30 years, the lease was renewed under Schedule IV of CLAR 1937 for the 2nd term w.e.f. 01.07.1960 to 30.06.1990 at the enhanced lease rent of ₹12.37PA sanctioned vide Hd. Qrt. E.C. letter No.18964-LC2 dated 25.01.1962. The renewal lease deed was executed in favour of Shri Moti Lal S/o Sri Mewa Lal and registered in Book No.1, Volume No.22, Pages from 252 to 284, Being No.2851 dated 07.07.1962. Thereafter the 2nd term of lease has expired on 30.06.1990.

At present, the lease has become fully expired on 30.06.2020 without proceeding of the renewal for the 3rd/final term of period w.e.f. 01.07.1990 to 30.06.2020 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. & letter No.CBD/IE/Lease Renewal/255 dated 16.08.2014, letter No.CBD/Sy.No.322-1078/841 dated 17.08.2019 & letter No.CBD/Sy.No.322-1078/1174 dated 26.11.2019.

As per current entry of GLR, the property admeasuring an area 492sqft comprising Survey No.322-1078 is leased in Schedule VI of CLA Rules 1925 is in the name of Sri Motilal Shaw for commercial purpose mentioned as Shop at the lease rent of ₹12.37per annum. The date of expiry of the 2nd term recorded in GLR is 30.06.1990.

An application dated 07.12.2019 from from Sri Subash Chandra Gupta W/o Late Vidya Sagar Gupta and Sri Sanjay Kumar Gupta S/o Late Suresh Chandra Gupta jointly, requesting to renew the lease. The applicants are not recorded lessee. The applicants came in possession of the property through Inheritance from his father, Late Vidya Sagar Gupta & Late Suresh Chandra Gupta respectively along with other 09 other co-sharers. Family tree is submitted by the applicants. Family partition is under the Court and yet not finalized.

As per the record, the site is granted for the purpose of commercial purpose as 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. 01.07.1990 to 30.06.2020	Rs.18.55	Rs.556.50
2.	Damage/Occupation charge as per Para 1(B)(a)(iii) dated 10.03.2017 w.e.f. 01.07.2020 to 31.12.2021 for commercial site	Rs.42,368.78	Rs.63,553.17
	Total		Rs.64,109.67

The calculation sheet of demand is attached hereunder.

In Assessment Register, the property is listed as House No.87, Mahal No.2, Ward No.4 for ARV of ₹496/-. The property Tax is paid upto 31.03.2022.


The Site has been inspected by Junior Engineer of this office and submitted its report on 11.12.2021, wherein it has been reported the following:

- (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 no encroachment in the site.
- (iv) **Unauthorised Construction:** There is no sanctioned plan available in this office. Hence unauthorized construction cannot be reported. The existing building is G+1 which conforms to the building by-laws of Danapur Cantonment.
- (v) The site is located in civil area of Danapur Cantt.
- (vi) Site Plan along with recent photographs are enclosed herewith.


The Board may consider the renewal of lease for 3rd/final term w.e.f. 01.07.1990 to 30.06.2020 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 3rd/final term w.e.f. 01.07.1990 to 30.06.2020 in respect of the property comprising Survey No.322-1078, Holding No. 87, Mahal No.2, Ward No.4, 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.322-1078, Danapur Cantonment.


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

Dated 15 December, 2021


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

Dated 15 December, 2021

CIRCULAR AGENDA NO. 02 DATED 28/12/2021

Subject: RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1091, HOUSE NO.81-82, MAHAL NO.2, WARD NO.4, SADAR BAZAR, DANAPUR CANTT

It is brought to the notice of the Board that an application dated 07.12.2019 is received from Sri Subhash Chandra Gupta S/o Late Vidya Sagar Gupta and Sri Sanjay Kumar Gupta S/o Late Suresh Chandra Gupta jointly for renewal of the lease in respect of Survey No.322-1091, situated at Sadar Bazar within civil area of Danapur Cantt.

The brief of the case is furnished as under:

As per Indenture, the lease dated 24.10.51, an area measuring 249sqft comprising of Survey No.322-1091 was leased out under Schedule VIII for the purpose of Shop for the period of 28 years 08 months and 16 days w.e.f. 01.07.1950. Initially as per GLR, the lease was granted to Sri Moti Sao. As mentioned in the GLR, the land admeasuring an area 200sqft had previously been leased to Moti Sao by a lease dated 12.3.1929 in Schedule VI of CLA Rules 1925 but the lease was determined and possession of the site resumed for an infringement of Clause I(5) thereof vide D.D.No.9/14/L/C&L/46/8101 dated 18.9.46. Thereafter the resumed site was released vide G.O.C-in-Chief EC No.67050-LC1 dated 14.7.47 and an area measuring 49 sqft. included in the said site making total an area admeasuring 249sqft for being leased out to the the lessee in extension of the original site for constructing a shop vide G.O.C-in-chief EC No.67050-LC2 dated 24.1.51. and the fresh lease under Schedule VIII of CLA Rules 1937 for the purpose of Shop has been granted for the period of 28 years 08 months and 16 days w.e.f. 01.07.1950 renewable at the option of the lessee for the total period of 88 years 08 months and 16 days at the annual lease rent of ₹6.12 only in the name of Sri Moti Lal Sao S/o Sri Mewa Sao.

There is a contradiction of date of expiry of 1st Term. As per Lease Indenture, the lease was granted w.e.f.01.07.1950 for 28 years 08 months and 16 days and thus the 1st term of lease expires on 17.03.1979 while as per GLR record, the 1st term expires on 17.05.1978. There is no record for renewal of 2nd Term of the lease. Hence renewal date of 2nd term and thus for 3rd term cannot be determined.

As per the latest GLR entry, the site comprising Survey No.322-1091, Sadar Bazar, Danapur Cantt admeasuring area 249sqft. held on lease term in Schedule VIII CLA Rules 1937, situated in civil area is leased out for the purpose of Shop in the name of Moti Lal Sao at the lease rent of Rs.6.12 per annum. The land underneath the above site classified as B3 land and is under the management of Cantonment Board, Danapur.

An application dated 07.12.2019 from Sri Subash Chandra Gupta S/o Late Vidya Sagar Gupta and Sri Sanjay Kumar Gupta S/o Late Suresh Chandra Gupta jointly, requesting to renew the lease. The applicants are not recorded lessee. The applicants came in possession of the property through Inheritance from his father, Late Vidya Sagar Gupta & Late Suresh Chandra Gupta respectively along with other 09 other co-sharers. A Family tree showing Inheritance Chain is submitted by the applicants. A Family partition Suit is under the Court and yet not finalized.

As per the record, the site is granted for the purpose of commercial purpose as 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.

As per condition III of the lease deed, the lease rent payable for the 2nd & 3rd term without specific expiry date is not workable.

In the Assessment Register, the property is not listed separately. In Assessment Register, the property is listed with adjoining leased properties and assigned House No.81-82, Mahal No.2, Ward No.4 with ARV of ₹1476/-. The property Tax is paid upto 31/03.2022.


The Site has been inspected by Junior Engineer of this office and submitted its report on 27.12.2021, wherein it has been reported the following:


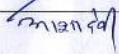
- (i) **Sub-Division of site:** There is no sub-division of site.
- (ii) **Change of purpose:** There is no change of purpose involved.
- (iii) **Encroachment:** There is a projection of size 12'5.5"X3' over the street. As per Building Bye-laws of Danapur Cantonment, Chajja or other projection shall be allowed from any upper storey of the building over a street which has a width 33' (feet) or more at every point of the building concerned. The building is abutted on the street of width more than 33'0".
- (iv) **Unauthorised Construction:** There is no sanctioned plan available in this office. Hence unauthorized construction cannot be reported. The existing building is G+2, which conforms to the 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 for 2nd term w.e.f. 16.03.1979 to 17.03.2009 & 3rd/final term of the above said property w.e.f. 16.03.2009 to 17.03.2039 as per Government of India, Ministry of Defence Policy letter No.11013/2/2016/D(Lands) dated 10.03.2017.

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

Resolution- Considered and recommended to forward a proposal to renew the lease for the 2nd term w.e.f. 16.03.1979 to 17.03.2009 & the 3rd/final term w.e.f. 16.03.1979 to 17.03.2039 in respect of the property comprising Survey Nos.322-1091, 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.


(Jyoti Kapoor, IDES)
Chief Executive Officer
-Cum-
Member Secretary
Cantonment Board, Danapur

Sl. No.	Name		Signature
1.	Brig. R.K. Sharma, SC, SM	President	
2.	Smt. Asha Devi	Nominated Member	

CIRCULAR AGENDA NO.

03

DATED 28/12/2021

Subject: **RENEWAL OF LEASE IN RESPECT OF SURVEY NO.322-1092, HOUSE NO.81-82, MAHAL NO.2, WARD NO.4, SADAR BAZAR, DANAPUR CANTT**

It is brought to the notice of the Board that an application dated 07.12.2019 is received from Sri Subhash Chandra Gupta S/o Late Vidya Sagar Gupta and Sri Sanjay Kumar Gupta S/o Late Suresh Chandra Gupta jointly for renewal of the lease in respect of Survey No.322-1092, situated at Sadar Bazar within civil area of Danapur Cantt.

The brief of the case is furnished as under:

Initially the proposed lease site admeasuring an area 200sqft was granted to Sri Ganesh Lal S/o Sri Muni Shaw in Schedule VI CLAR 1925 dated 12.03.1929 for the purpose of Shop for a term of thirty years w.e.f. 01.04.1928 to 31.03.1958 on payment of lease rent of Rs.3.25per annum. The lease has expired its first term of thirty years on 31.03.1958.

After the completion of first term of 30 years, the lease was renewed under Schedule IV of CLAR 1937 for the 2nd term w.e.f. 01.04.1958 to 31.03.1988 at the enhanced lease rent of ₹4.88PA sanctioned vide HQ EC (Ht & C) letter No.17931-LC2 dated 29.06.1961. The renewal lease deed was executed in favour of Sri Moti Lal Sao S/o Sri Mewa Lal Sao and registered in Book No.1, Volume No.30, Pages from 481 to 484, Being No 5382 dated 27.10.1961. Thereafter the 2nd term of lease for the period from 01.04.1958 to 31.03.1988 has expired on 31.03.1988. But the renewal for the 3rd/final term w.e.f.01.04.1988 has not be renewed and the lease has fully expired on 31.03.2018.

At present, the lease has become fully expired on 31.03.2018 without proceeding of the renewal for the 3rd/final term of period w.e.f. 01.04.1988 to 31.03.2018 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/Sy.No.322-1092/468 dated 18.04.2019, letter No.CBD/Sy.No.322-1092/838 dated 17.08.2019 & letter No.CBD/Sy.No.322-1092/170 dated 26.11.2019.

As per the latest GLR entry, the site comprising Survey No.322-1092, Sadar Bazar, Danapur Cantt admeasuring area 200sqft. held on lease term in Schedule VI CLA Rules 1925, situated in civil area is leased out for the purpose of Shop in the name of Moti Lal Sao at the lease rent of Rs.4.88 per annum. The land underneath the above site classified as B3 land and is under the management of Cantonment Board, Danapur.

An application dated 07.12.2019 from Sri Subash Chandra Gupta S/o Late Vidya Sagar Gupta and Sri Sanjay Kumar Gupta S/o Late Suresh Chandra Gupta jointly, requesting to renew the lease. The applicants are not recorded lessee. The applicants came in possession of the property through Inheritance from his father, Late Vidya Sagar Gupta & Late Suresh Chandra Gupta respectively along with other 09 other co-sharers. A Family tree showing chain of Inheritance is submitted by the applicants. A Family partition Suit is under the Court and yet not finalized.

As per the record, the site is granted for the purpose of commercial purpose as 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. 01.04.1988 to 31.03.2018	Rs.7.32	Rs.219.60