PROCEEDING OF THE ORDINARY BOARD MEETING HELD ON 28.03.2025 AT 1300 Hrs IN THE OFFICE OF THE CANTONMENT BOARD, DANAPUR

MEMBERS PRESENT

ан ал

- 1. Brig. Navneet Narain
- 2. Sh. Sapan Kumar
- 3. Smt. Asha Devi

President Member Secretary Nominated Member

AGENDA No.55

NOTING OF THE FOLLOWING CIRCULAR AGENDA AND RESOLUTION

To note the following Circular Agenda which has already been passed by the Board.

1. CIRCULAR AGENDA No. 24 DATED 04.03.2025

REGARDING PROCUREMENT OF 100 NOS. HIGH MAST LIGHT (120 WATT MINIMUM)

Resolution passed as per the Circular Agenda No.24 Dated 04.03.2025

2. CIRCULAR AGENDA No. 25 DATED 24.03.2025

INFRASTRUCTURE PROJECT: CONSTRUCTION OF STORM WATER DRAINAGE SYSTEM (APPLICATION ID NO.28020250991)

Resolution passed as per the Circular Agenda No.25 Dated 24.03.2025

The files containing all the relevant documents/papers are placed before the Board for perusal.

RESOLUTION: Considered and noted.

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt. 28/03 Dated 2025

(Brig. Navneet Narain) President Cantonment Board, Danapur Cantt. Dated 28/113/2025

1

TENDER FOR TERM CONTRACT FOR REPAIR AND MAINTENANCE OF MISCELLANEOUS PUBLIC IMPROVEMENT WORKS

It is brought to the notice of the Board that the subject tender namely 'Term Contract for Repair and Maintenance of Miscellaneous Public Improvement Works' was floated on 21.02.2025 on CPPP.

The subject tender has been invited through e-tendering process vide Tender ID 2025_DGDE_698826_1. In response to the above publication, on the due date, three Technical bids were found.

SI. No.	Bidders name	Estimated Rate	Quoted % as per MES SSR 2020	Quoted Rate as percentage on Estimated Rate	Remarks
1	Sanjay Kumar, Danapur Cantt, Patna - 801503		Minus (-) 0.16% of MES SSR 2020	₹45,92,640.00	L-1
2	Binod Kumar Singh, Chhihattar, Maner, Patna - 801108	₹46,00,000/-	Plus (+) 3% of MES SSR 2020	₹47,38,000.00	L-2
3	Harinandan Rai Sons, New Mubarakpur, Chandmari Road, Danapur Cantt, Patna		Plus (+) 5% of MES SSR 2020	₹48,30,000.00	L-3

The rate quoted by the bidder with the details of the same are mentioned hereunder:

The total quoted amount at the lowest rate (L1) @(-)0.16% of MES SSR 2020 by Sanjay Kumar, Danapur Cantt, Patna - 801503 is computed to 345,92,640.00/- against the tendered amount of 346,00,000/-.

All relevant documents are placed on the table. The Board may consider the matter and approve the rate as mentioned above.

RESOLUTION: The Board considered and approved to award the contract to the Lowest (L1) bidder i.e. Sanjay Kumar, Danapur Cantt, Patna – 801503 for execution of the work in the public interest.

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt. Dated 28 03 2025

N. Naean

(Brig. Navneet Narain) President Cantonment Board, Danapur Cantt. Dated 28/03/2025

2

REQUIREMENT FOR SETTING UP THE WASTE/GARBAGE DISPOSAL PLANT AT NASRIGANJ AND AAM BAGICHA, TURHATOLI BASED ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) AS PER MSW HANDLING AND OTHER EXTANT RULES

It is brought to the notice of the Board that The Danapur Cantonment requires a waste disposal plant under the Build, Own, Operate, and Transfer (BOOT) model, in compliance with SWM Rules, 2016 and other applicable regulations. Danapur Cantonment Board spans 848.50 acres across seven wards, it serves a population of 28,723 (2011 Census) with 2,067 civil households excluding military personnel and a daily floating population of 50,000. Thriving marketplaces like Sadar Bazar, Anand Bazar, and others contribute to approximately 11-12 metric tons of waste daily, currently managed through manual segregation and landfilling which has attracted observations by the Pollution Control Board, citizens, local representatives, and stakeholders.

Prompt action is required to set up a waste disposal facility on BOOT basis for 3 years & further extended 02 years on satisfactorily performance to avoid legal consequences from Pollution Control Board inspections and other statutory bodies of the Central/State Govt. The proposal with justification needs approval in principle from PDDE, CC, Lucknow Cantonment Board

The justification is placed before the Board for consideration and decision accordingly. It is prioritized in the public interest.

All relevant documents are placed on the table. The Board may consider the matter and approve the justification. The proposal in this respect can be sent to PDDE, CC, Lucknow Cantt, Lucknow for approval in principle.

RESOLUTION: The Board extensively deliberated on the matter and justified the need for setting up waste disposal plant on BOOT (Build, Own, Operate and Transfer) basis and further resolved to forward the proposal to the competent authority i.e. the Principal Directorate, Defence Estates, Central Command, Lucknow Cantt, for approval in principle.

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt. 28/03 Dated 2025

2025

(Brig. Navneet Narain) President Cantonment Board, Danapur Cantt. 28/03/ Dated

3

PAYMENT REGARDING ELECTRICITY BILLS OF DIFFERENT ACCOUNTS UNDER PROTEST

It is brought to the notice of the Board that it has been observed that this office has repeatedly received irregular and incorrect electricity bills, including Delayed Payment Surcharge (DPS) charges, for various accounts associated with connections at different locations under the jurisdiction of the Danapur Cantonment Board, provided by SBPDCL (South Bihar Power Distribution Company Limited), Danapur Division, Patna. Numerous faulty connections have been rejected by this office, and the Electricity Department has been urged to rectify the errors while excluding the DPS. Despite multiple attempts and correspondence with the higher authorities of the Electricity Department to address these faulty bills over an extended period and to request a waiver for the DPS, the issue remains unresolved. The DPS amount continues to grow on a compounding basis each month.

A committee by the electricity department was constituted to examine the electricity connections and the charges related to the consumption for various accounts associated with this office. However, the committee finalized its report without involving or consulting representatives from this office, thereby disregarding its perspective entirely. With the DPS rates continuing to accumulate interest, the Cantonment Board has submitted its objection, along with detailed comments, to the Consumer Grievance Redressal System (CGRS), seeking a resolution to prevent future occurrences of such errors. The next hearing is scheduled for April 2, 2025.

It is noted that an amount of ₹55,44,345.00 (Fifty-five lakh forty-four thousand three hundred and forty-five) has been surcharged by the Electricity Board and is currently due to the Board.

The Board may make a necessary decision to pay the outstanding amount under protest to avoid the further accumulation of compounding interest in this matter.

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

RESOLUTION: The Board, after detailed discussion, has resolved to pay the outstanding amount of ₹55,44,345.00 (Rupees Fifty-five lakh forty-four thousand three hundred and forty-five only) under protest to prevent the accumulation of compound interest charged by the Electricity Department. Furthe, the Board has decided to persist in communicating with the Electricity Department to seek a reduction and adjustment of the electricity charges.

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt. 28 02 Dated 2025

(Brig. Navneet Narain)

(Brig. Navneet Narain) President Cantonment Board, Danapur Cantt.

28/03/ Dated 2025

REVISIOIN OF REMUNERATION OF AYURVEDA GENERAL DUTY MEDICAL OFFICER

Reference: Directorate General, Defence Estates, Govt. fo India, Min of Defence, Raksha Sampada Bhawan, letter No. 76/12/AYUSH/Ayurveda/C/DE/2022 Vol.VI FMS: 79895 Dated 29 November, 2024.

It is brought to the notice of the Board that Danapur Cantonment Board has been directed to extend the tenure of MoU for additional 02 years which is effect from 20.04.2024 to 19.04.2026. As per the addendum and direction laid under references as mentioned above, all the expednidture towards pay, allowances or remuneration, as well as the supply of Ayurvedic Medicines to all the Cantonments Hospitals covered under the MoU, will be borne by the Ministry of Defence/Cantonment Boards.

At present a remuneration of Ayurveda General Duty Medical Officer of ₹50,000/- (Rupees Fifty Thousand) per month is being paid, fixed as per Memorandum, vide F.No.2-41/2021-RARI/Patna/Estt/Part File/554(5) Dated 31.08.2022.

Further, it is brought to the notice of the Board that directions have been issued vide letter dated 29 November, 2024 as cited above in reference to Ministry of Defence OM No.10(1)/2024/D(Medical) dated 10.09.2024 for payment of revised remuneration from ₹ 50,000/- (Rupees Fifty Thousand) to ₹75,000/- (Rupees Seventy-Five Thousand) per month.

In pursuance the directions laid under referred letter, the remuneration of "Ayurveda General Duty Medical Officer" may be revised from 50,000/- (Fifty Thousand) to 75,000/- per month w.e.f. 11-10-2024.

A file containing all the relevant documents/papers are placed on the table before the Board for perusal. The Board may consider and decide accordingly.

RESOLUTION: The Board discussed the matter at length and gone through the order and decided to enhance the remuneration of the Ayurveda General Duty Medical Officer (GDMO) from ₹50,000/- (Rupees Fifty Thousand) to ₹75,000/- (Rupees Seventy-Five Thousand) as per OM No.10(1)/2024/D(Medical) dated 10.09.2024.

Furthe, the Board resolved to forward the proposal to the higher authority, i.e., the Principal Director, Defence Estates, Central Command, Lucknow, recommending that the remuneration of the Ayurveda GDMO be disbursed directly through the concerned ministry i.e. the Ayush Ministry.

It is to note that the Danapur Cantonment Board has a dispensary where doctors are currently employed on an honorarium basis, receiving remuneration lower than that of the GDMO.

Smt. Asha Devi, a nominated member, raised concerns regarding the disparity in remuneration between the honorarium-based doctors and the Ayurveda doctor, despite both performing the same duties. Considering this, the Board decided to revise the honorarium of the doctors and set it as follows:

- ₹30,000/- (Rupees Thirty Thousand) per month from the existing ₹25,000/- (Rupees . Twenty-Five Thousand) per month for the Gynecologist.
- ₹25,000/- (Rupees Twenty-Five Thousand) per month from the existing ₹20,000/-(Rupees Twenty Thousand) per month for the General Physician and Homeopathy doctor.

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt, 28 031 2025

Dated

AGENDA No.60

N. Naeau (Brig. Navneet Narain) President Cantonment Board, Danapur Cantt. 28/03/ Dated 2025

PAYMENT REGARDING FORMULATION OF BUILDING BYE-LAWS OF DANAPUR CANTONMENT

Reference MoD, Department of Defence, D(Q&C) letter No.2(2)/2018-D(Q&C) dated 24.01.2025

It is brought to the notice of the Board that instructions from the Ministry of Defence, vide their letter under reference, have been issued regarding the formulation of the Building Bye-laws for Danapur Cantonment. For this purpose, the Directorate General, Defence Estates, Government of India, Ministry of Defence, Raksha Sampada Bhawan, Delhi Cantt, through their letter No.12/1/Building Bye-laws/Gen/C/DE/2022 Vol-III PC (FMS 80429) dated 31.01.2025, has directed this office to engage an expert agency to determine various parameters specific to the Cantonment based on the TERI report, including the FSI algorithm, and to prepare a final draft of the bye-laws pertaining to the Danapur Cantonment Board.

Accordingly, this office requested the Director, The Indian Institute of Technology, Patna, to appoint experts for drafting the required documents. In response to this request, a bill, including GST amounting to ₹2,36,000/-, representing the consultation fee for the task, 100% advance payment required before the commencement of work, has been received to this office. Since the matter pertains to the Ministry, it is essential to complete the preparation within the specified timeframe after the fee has been paid to the respective agency.

The Board may consider the matter and approve the required sanction to process the payment of the fee in advance.

The file with all relevant documents is placed on the table for consideration of the Board.

RESOLUTION: The Board considered and approved.

2025

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt. 28/03 Dated

N.Naeau

(Brig. Navneet Narain) President Cantonment Board, Danapur Cantt. Dated 28/03/ 2025

6

25

ESTIMATES FOR REPAIR & MAINTENANCE WORK FOR THE FINANCIAL YEAR 2024-

It is brought to the notice of the Board that the estimate for the following development works with respect to the Roads, Drains, passages and other miscellaneous works are prepared by Junior Engineer as per requirements of respective Wards concerned for undertaking the developmental tasks.

S. No.	NAME OF WORK	ESTIMATED VALUE in ₹
1	Repair and maintenance of Sainik Chowk Golumber Ward No.7	1,50,000.00
2	Provision of Urinals and extension of Gora Bazar Public toilet, Ward No.05	2,90,000.00

All the relevant documents and estimates are placed on the table for perusal and consideration of the Board.

RESOLUTION: The Board perused the matter and resolved to execute the works in public interest.

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt. 28 03 2025 Dated

N. Naeau (Brig. Navneet Narain) President Cantonment Board, Danapur Cantt. 28/03/ Dated 2025

AGENDA No.62

COMMITTEE REPORT ON COMPASSIONATE APPOINTMENT

Reference: Daily Order Part II No.02 dtd. 21.02.2024

It is brought to the notice of the Board that a committee vide daily order part II No. 19 Dated 21.2.2024 was constituted for the appointment of the eligible candidate(s) on the compassionate ground comprising following members:

1.	Md. Firoz, Office Superintendent	-	Welfare Officer of the Committee
2.	Sh. Vikas Kumar, UDA	-	Member of the Committee
	Md. Naseem, Account Clerk	-	Member of the Committee
4.	Sh. Chandan Kumar, LDA	-	Member of the Committee

The Committee have checked the eligibility, Education Qualification, Essential points and others as per guidelines where the committee gone through all the received applications, total 22 in number, and submitted their report on 17.03.2025 and on 24.03.2025.

Out of 22 applications which have been considered eligible for compassionate appointment, the committee has recommended names of top four applicants based on cumulative points out of 100 as per MoD I.D. No.19(2)/2017-D(Lab), dated 09.01.2018 as under:

Sl.No.	Name of applicant	Name of deceased	Relation	Date of application	Date of birth	Closure age as on 28.03.2025
1.	Sushma Devi	Late Pradeep Kumar	Husband	28.09.2024	01.01.1985	40y & 03m
2.	Anju Devi	Late Ramashish Rai	Husband	28.10.2021	04.04.1985	39y & 11m
3.	Narendra Kumar	Late Tarkeshwar Prasad	Father	13.07.2010	08.02.1984	41y & 01m
4.	Sonu Kumar	Late Chhotey Lal	Father	02.11.2010	22.01.1990	35y & 2m

The age limit of these candidates has exceeded and required to get approval in respect of age relaxation from the competent authority i.e. from PDDE, CC, Lucknow Cantt, Lucknow for appointment on compassionate ground.

A file containing all the documents/paper is placed before the Board for perusal and decision accordingly. The Board may consider and decide the same.

RESOLUTION: The Board considered the matter and resolved to appoint the four applicants on compassionate grounds, adhering to the relevant provisions, rules, and point-based criteria.

Further, the Board directed that the proposal for seeking the age relaxation concerning their candidature be forwarded to the higher authority i.e. the Principal Directorate, Defence Estates, Central Command, Lucknow for approval.

N. Naeau

2025

(Brig. Navneet Narain)

Cantonment Board, Danapur Cantt.

President

28/03/

Dated

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt.

28/03

2025

Dated

AGENDA No.63

DISCUSSION AND FINALIZATION OF REQUEST OF PETHIA MARKET DEFAULTER SHOPKEEPERS.

It is brought to the notice of the Board that the office constructed market shops called Shops at Pethia situated at Handi Market Pethia Bazar ward no. 01. There are total 11 shops in this market of equal size i.e. 14'x8' Total 09 Nos of shops are auctioned in the year 2010 allotted to the person who quoted the highest monthly rent for five years tenure under an agreement. After allotment of the shops it is found that most of the shop keepers become defaulter in paying monthly rent on time and the office issued notices to warn them to pay the monthly rent on time but the shopkeepers did not follow the instructions of the notices and as well as the terms and conditions of the rental agreement, finally the office lodged a case under section 324 of the Cantonment Act 2006 at Hon'be Civil Court Danapur. Between this period i.e. from the auction year 2010 to lodging cases at court the agreement period is also expired and till March 2025 no fresh agreement is finalized between the office and shopkeepers and a huge amount on account of monthly rent is accumulated as arrear. The details of the arrear amount is mentioned hereunder as per initial agreement:-

		-		-							
Shop	Name	Rent as per	a straight of the second s		Monthly	Total-	Total	Total	Total	Total	Total Due
No.		agreement	on 2015	on 2015 i.e.	Rate	Demand	Demand	Interest	Demand	amount	Amount
		at the time		at the end	2024-25	From	With	On arrear	With	Paid	Till
		of		of		2015-	Arrear	(12.5%)	Arrear		31.03.25
		allotment		agreement		2025	2015		and		
		year 2011							Interest		
1	Basukinath	0	7590	0	17897	1360501	1360501	170063	1530563	714491	816072
	Satendra										
2	Kumar	7400	11917	499828	28100	2136111	2635939	329492	2965432	1134500	1830932
3	Jitendra Kumar	7100	11435	414072	26963	2049713	2463785	307973	2771759	898000	1873759
	Sankar Prasad										
4	Yadav	7600	12241	574492	28864	2194188	2768680	346085	3114765	135000	2979765
	Sidheshwar										
6	Prasad	4500	7248	95664	17090	1299197	1394861	174358	1569219	668339	900880
7	Sanjay Kumar	6300	10146	376596	23924	1818661	2195257	274407	2469664	631000	1838664
8	Sabita Kumari	7700	12401	582032	29241	2222868	2804900	350613	3155513	45000	3110513
10	Sanjay Kumar	7100	0	79473	0	0	79473	9934	89407	0	89407
11	Srikant Nirala	8100	0	90666	0	0	90666	11333	101999	0	101999

All the desfaulters shopkeepers have submitted representation many times with request to waive

off the interest amount & arrears of account of 10% enhancement of monthly rent as per the initial agreement.

In this regard a legal opinion was also sought vide this office letter no. CBD/TS/ Legal Opinion/39 dt. 28.01.2025 by Ld. Advocate Shri Amrendra Nath Verma he opined vide his letter dated 20.02.2025 that :-

- (1) The shops were allotted to the highest bidders pursuant to a public-auction after a thoroughly transparent process, followed by execution of a written rent-agreement with the respective successful bidders. The period of agreement was for five years for the Cantonment Board could not rent-out for a period longer than that.
- (2) The shop-keepers appear to have defaulted in payment of rent to the Board, especially during the tough Corona times. Some of the shops appear to have been locked and some shops appear to have closed down for good as a result thereof. The incidence of annual uplift of 10% and the interest on belated rent have made existence of the shops almost impossible. Though the plea of not having gone through the terms of the contract made by the shop-keepers is not tenable at all for both parties to contract are bound by it, the incidents of rent during the closure-period, the annual increment of 10% even during the closure, the interest element for the belated rent,etc. can well be placed before the Board and can be considered

for arbitration or exemption or composition as per the discretion of the Board as a one time measure looking to the very existence of the shop-keepers or the sustainability of the shops subject to the approval of the central government in accordance with law.

(3) As regards renewal of the rent-agreement or its extension, the initial agreement was entered between the parties with a transparent public-auction fixing five years term without any term for extension at all and rightly so in view of the limited power of the Board to rent for five years period only. In my humble opinion, the decades' old rent-agreement for fixed term can not be renewed or extended *post facto*, much after the end of the period of agreement, but only fresh agreement can be entered into after going through another public-auction.

However, the Board, in the special facts and circumstances of the shops-in-question, in its own wisdom, in order to anyhow resurrect the business of the market; to realize the huge arrears of rent & interest accumulated thereon for all these years and to cater to the plight of the hapless shop-keepers might exercise its discretion and consider the issue of fresh agreement with the allottees (but never their heirs) in view of the practical difficulty of the Board. A compromise can thereafter be entered into between the parties in the court-cases U/S 324 of the Cantonments Act accordingly, thereby curtailing the litigation of the Board in addition.

As per the above legal opinion a couple of meetings were held between the Cantonment Board Officials and shopkeepers in this month i.e. March 2025 and following are decided with the mutual consent of the representative of this office and the shopkeepers:-

- i) The shopkeepers are bound to pay the rent, arrears and other amount as per the agreement period i.e. June 2010 to March 2016 except Shop No. 01, 05 and 09.
- ii) The monthly rent of the month of March 2016 will be set as the base monthly rent from April 2016 to till March 2025 except Shop No. 05 and 09.
- iii) The interest amounts can be waived off w.e.f. April 2016 to till March 2025, Since the interest was calculated as per the previous agreement which already lapsed in 2016.
- iv) All the shopkeepers(except Shop No. 5 and 09.) are bound to pay the 05% of damage charges on their final financial liabilities on account of damage charges.

The exact details of the financial liabilities on account of arrears is mentioned hereunder:

Shop No.	Name	Rent as per agreement at the time of allotment year 2010- 2011	Rent as on 2015- 2016	Arrear as on 2015- 2016 i.e. at the end of agreement	Further nine year arrear	Total Demand up to March 2025	Total Collection from April 2016 to March 2025	Balance up to March 2025	Current monthly rent up to March 2025	Total Demand up to March 2025 (include interest
1	Basukinath	-	7,590 (2016- 2017)	0	1089420	1089420	714491	374929	11,112 (2020-2021)	@5%) 393676
2	Satendra Kumar	7,400	11,917	4,99,828	1287036	1786864	1134500	652364	11,917	684982
3	Jitendra Kumar	7,100	11,435	4,14,072	1234980	1649052	898000	751052	11,435	788605

4	Sankar Prasad	7,600	12,241	5,74,492	1322028	1896520	135000	1761520	12,241	1849596
	Yadav									
6	Sidheshwar Prasad	4,500	7,248	95,664	782784	878448	668339	210109	7,248	220615
7	Sanjay Kumar	6,300	10,146	3,76,596	1095768	1472364	631000	841364	10,146	883432
8	Sabita Kumari	7,700	12,401	5,82,032	1339308	1921340	45000	1876340	12,401	1970157
10	Sanjay Kumar (18.06.2010 to 18.05.2011)	7,100	7,100	79,473	0	79473	0	79473	-	83447
11	Srikant Nirala (18.06.2010 to 18.05.2011)		8,100	90,666	0	90666	0	90666	-	95199

Following are also decided as available record :-

- (i) Shop No. 1(Baski Nath) :- The agreement period of Shop No. 01 extended for further one year i.e. June 2016 to May 2017 under authority of CBR No. 07 dated 30.04.2016 with all the terms and conditions are remain same as mentioned in the earlier agreement of said shop. Due to extension of agreement period the shopkeeper (Baski Nath) actual bound to pay the arrear amount from June 2016 to till March 2025.
- (ii) Shop No. 08 (Sabita Kumari):- The agreement holder (sabita kumari)of Shop No. 08 paid only Rs. 45000/- on account of monthly rent and on account of arrears and it is decided in the meeting that Sabita Kumari is bound to pay the total arrear amount decided by the board otherwise hand over the shops to the authorities of the Cantonment Board.
- (iii) Shop No. 10 (Sanjay Kumar):- Due to non payment of monthly rent on time the office sealed the shop on 18.05.2011 and the defaulter is required to pay the arrear amount only from 18.06.2010 upto 18.05.2011 with 05% of damage charges on their final financial liabilities on account of arrears.
- (iv) Shop No. 11(Srikant Nirala):- Due to non payment of monthly rent on time the office sealed the shop on 18.05.2011 and the defaulter is required to pay the arrear amount only from 18.06.2010 upto 18.05.2011 with 05% of damage charges on their final financial liabilities on account of arrears.

It is also brought to the notice of the Board that fresh agreement i.e. from 1st April 2025 is to be done for all above mentioned shops at Pethia Market except Shop No. 05 and 09. Following conditions were also decided with the mutual consent of the representative of the office and shopkeepers of Pethia Bazar:-

- i) A fresh agreement is carried out for a period of 5 years w.e.f. 1st April 2025 for all above mentioned shops at Pethia Market except Shop No. 05 and 09.
- ii) Rs. 17000/- is the fixed monthly rent with 15% enhancement on every 3 years for all above mentioned shops at Pethia Market except Shop No. 05 and 09.
- iii) All the decided dues will be paid by the shopkeepers within one year from the date of fresh agreement.
- iv) All the other terms and conditions will be freshly decided for all above mentioned shops at Pethia Market except Shop No. 05 and 09.

The file containing all the connected documents are place on the table for perusal and consideration of the Board. The Board may consider and decide.

<u>RESOLUTION</u>: The Board examined the matter, reviewed all relevant documents and papers, and decided as follows:

- i. The shopkeepers are bound to pay the rent, arrears and other amount as per the agreement period i.e. June 2010 to March 2016 except Shop No. 01, 05 and 09.
- ii. The monthly rent of the month of March 2016 has been set as the base monthly rent from April 2016 to till March 2025 except Shop No. 05 and 09.
- iii. The interest amounts are waived off w.e.f. April 2016 to till March 2025, Since the interest was calculated as per the previous agreement which already lapsed in 2016.
- iv. All the shopkeepers (except Shop No. 5 and 09.) are bound to pay the 05% of damage charges on their final financial liabilities on account of damage charges.
- v. The allotment will be done for next 5 years w.e.f. the date of fresh agreement for all above mentioned shops at Pethia Market except Shop No. 05 and 09.
- vi. Rs. 17000/- is the fixed monthly rent with 12% enhancement on every 3 years for all above mentioned shops at Pethia Market except Shop No. 05 and 09.

The new rental value will be applicable from 01.04.2025.

- vii. All the decided dues will be paid by the shopkeepers within one year from the date of fresh agreement.
- viii. All the other terms and conditions will be freshly decided for all above mentioned shops at Pethia Market except Shop No. 05 and 09.

The matter of shop no. 08 was also discussed in detailed thereafter the Board decided to direct the shopkeeper Smt. Sabita Kumari to deposit a minimum amount of ₹5,00,000.00 (Five Lakh) at a time in one installment out of dues amount i.e.₹19,70,157.00 (Nineteen Lakh Seventy Thousand One Hundred and Fifty-Seven) at

the earliest then only a fresh agreement will be done with her otherwise the office will take suitable action to vacate the said shop and legal action against the said shopkeeper.

Further, it is noted that the agenda details are also approved by the Board finally in public interest.

Ø

(Sapan Kumar, IDES) Member Secretary Cantonment Board, Danapur Cantt.

Dated

28 02) 2025

Jacan

(Brig. Navneet Narain) President Cantonment Board, Danapur Cantt. Dated 28/03 2025