

**PROCEEDINGS OF THE ORDINARY MEETING OF CANTONMENT BOARD,
HELD ON 25th JUNE, 2020 AT 1100 HRS
AT THE OFFICE OF THE CANTONMENT BOARD, BELGAUM.**

Members :

1. Brig Rohit Choudhary, SM	President
2. Smt. Ashtekar Niranjana Pradeep	Vice-President
3. Col Padmini H Srinivas	Health Officer, SEMO, MH
4. Col BN Chetan	Nominated Member
5. Major Rashid Bin Ismail	Executive Engineer, GE
6. Lt. Col. Siby Thomas	Nominated Member
7. Vacant	D.M's Nominee
8. Shri. Vickram Babulal Purohit	Elected Member
9. Shri. Sajeed Nazirsab Shaikh	Elected Member
10. Shri. Rizwan Bepari	Elected Member
11. Ms. Dharwadkar Arbiya Mohammed Gous	Elected Member
12. Shri. Killedar Aleddin Nooruddin	Elected Member
13. Dr. Dongare Madan Amarnath	Elected Member

Shri. Barchaswa, Member-Secretary

Members not present :

1. Col BN Chetan	Nominated Member
2. Major Rashid Bin Ismail	Executive Engineer, GE

Special Invitee Present :

Shri. Suresh Angadi,
Hon'ble Union Minister of State for Railways,
Member of Parliament,
Belgaum Constituency

Special Invitee not present :

Shri Anil S. Benake,
Member of Legislative Assembly,
Belgaum (North) Constituency

Before start of the meeting, the Board observed a two minute silence as a mark of respect to the martyred Colonel and 20 Jawans who lost their lives during the clashes between India and China along the line of duty on 15th June, 2020 in Ladakh's Galwan Valley.

The CEO on behalf of the President, Cantonment Board welcomed all the Members of the Board for the monthly ordinary Board meeting.

Agenda :

1. MONTHLY ACCOUNTS :

To consider the statements of receipts and expenditure and Bank Reconciliation Statement of the Cantonment Fund for the month of May, 2020 which are summarised below:--

	May, 2020 Rs.
Opening Balance	33,77,198-07
Add : Receipts (+)	1,09,28,015-00
Total :	1,43,05,213-07
Deduct : Expenditure (-)	1,00,54,814-00
Closing Balance	42,50,399-07

Statements showing the details of receipts and expenditure for the month of May, 2020 are placed on the table.

Resolution :

1. Considered and approved.

Agenda :

2. ARREARS AND RECOVERY OF REVENUE:

To consider and note the Statement of Arrears of Revenue and Taxes for the period ending May, 2020 and recoveries made thereon during the financial year.

The statements are placed on the table.

Resolution :

2. Considered the Statement of Arrears of Revenue and Taxes for the period ending May, 2020 and recoveries made thereon during the financial year and noted the same.

Agenda :

3. BIRTH AND DEATH REPORTS :

- (1) To note the Birth and Death Reports for the month of May, 2020.

Sl.No.	Report from	May, 2020
	BIRTHS:	
1.	Cantonment area (House)	00
2.	Cantonment Board General Hospital	01
3.	Military Hospital	11
4.	Railway Hospital	---
5.	Other Place	---
	Total	12

	STILL BIRTHS:	---
	DEATHS :	
1.	Cantonment area (House)	07
2.	Cantonment Board General Hospital	00
3.	Military Hospital	01
4.	Railway Hospital	---
5.	Other Place	00
	Total	08

(2). To consider the report of R.M.O. for treatment in Cantonment General Hospital.

Sl.No.	Description	May, 2020
(a)	IPD Delivery patients	01
(b)	IPD General patients	10
	Total No. of IPD Patients	11
(c)	Total No. of OPD Patients	1078
(d)	Operations:	
	(a) Debridement	00
	(b) Tubectomy	00
	(c) Circumcision	---
	(d) Tumor Excision/Suturing	00
	(e) Laparoscopy	---
	(f) MTP/D&C Diagnostic	00
	(g) Caesarean Section	00
	(h) Herniorrhaphy	00
	(i) Hysterectomy	---
	(j) Minor Operation	00
	(k) No. of USG	00
	(l) X-Ray / Sonography	00

RMO's report is placed on the table.

Resolution :

3(1). Considered the Birth and Death Reports for the month of May, 2020 and noted the details mentioned on the agenda side.

(2). Considered the report of R.M.O. and noted the number and treatment details mentioned on the agenda side.

Agenda :

4. **REGARDING REDUCING SOME AREAS FROM THE TENDER FOR COLLECTION OF HAWKER/VENDOR FEE IN BELGAUM CANTONMENT AREA.**

To consider letter dated 29-05-2020 received from Shri R.Y. Bijapure requesting for reducing some areas from the annual contract.

The contractor viz., Shri R.Y. Bijapure, Proprietor of Shree Renuka Enterprises, Khasbag, Belagavi vide his above referred letter has submitted that there are total 19 areas for collection of hawker/vendor fee. However due to Smart City Project of Belgaum, the following places for hawkers have been removed:-

Sl.No.	Locality	Approx Nos. of Hawkers removed
1	Near Appollo Hotel Market Police Station	08
2.	Opposite CBT	15
3.	Kaladagi Road (Both Side)	12
4.	Near Head Post Office and Station Road (Opposite Railway Station)	12
	Total	47

Further he has mentioned that as per the survey conducted by them earlier there were approximate 120 hawkers. However at present there are only 73 hawkers approx. Also due to COVID-19 pandemic disease, hawkers may or may not come to the Cantonment area and they may or may not collect the fees as per the tender value. Taking into consideration all the above facts, the contractor has requested to reduce the contract amount to a reasonable amount.

The request made by the contractor is genuine. Due to the Smart City Project hawkers have been removed from places near Appollo Hotel Market Police Station, Opposite CBT and Near Head Post Office and Station Road (Opposite Railway Station). However the hawkers are selling their products at Kaladagi Road.

As per contract agreement condition No. 23, if at any time during the licence period, the marked area is destroyed or damaged by fire, tempest or any other act of God or by irresistible force or by any other inevitable circumstances so as to become unfit being not available for the purpose of the licence, if the licensee so elects, to exempt or reduce the fee in such area (s) hereby reserved a fair and just deduction of the amount thereof according to the nature and extent of the loss sustained to be ascertained and decided by the Board may be made. In case of any difference, the matter will be referred to the Principal Director, DE, Southern Command, Pune

As per the contract agreement the contractor has to pay hawker/vendor fee @ Rs.32250/- per month. On the basis of the removal of hawkers (35 Nos.) from areas as mentioned at Sl.No. 1 to 3, the approximate loss sustained by the contractor is (Rs.10 x35)= Rs. 350/- per day and Rs.10500/- per month. In accordance with the lease condition No. 23, it is proposed to reduce a sum of Rs.10500/- per month from the monthly hawker fees payable by the contractor till the completion of Smart City Work on the above mentioned places.

The Board may consider and take suitable decision.

Office Report of the Revenue Supdt. Alongwith relevant documents are placed on the table.

Resolution :

4. Considered and resolved to reduce hawker fees by **Rs.10,000/-** per month from the date of handing over the rights of the contract till the completion of Smart City Work on the above mentioned places. Thereafter, the said amount be restored to the original monthly fees.

Agenda :

5. **REGARDING TERMINATION OF LEASE HOLD RIGHTS IN RESPECT OF GROCERY MARKET SHOP NO. 1, ADMEASURING 238 SQ.FT. SITUATED ON GLR SY. NO. 251/656, BELGAUM CANTONMENT**

To consider letter dated 12-06-2020 received from Shri M.A. Shaikh requesting for refunding the deposit amount after deducting three months fees.

Shri Mustaq A. Shaikh is the lessee of Grocery Market Shop No. 1, Belgaum Cantonment. Vide his above referred letter he has submitted that he has been allotted Grocery Market Shop No. 1 on monthly fees @ Rs.22,000/- (including GST). He has paid a sum of Rs.1,11,000/- with Cantonment Board Belgaum as a permanent security deposit and took possession of the shop on 26-12-2019.

He has further mentioned that due to lockdown he is suffering from heavy loss. He has taken loan from the bank for the said shop. Now it is not possible for him to run the shop. He is finding difficulties to clear the bank loan etc., Hence he has requested to consider his request favourably and refund his deposit amount after deducting the three monthly rent from the said deposit amount.

The Cantonment Board vide CBR No. 09 dated 22-10-2019 accepted the highest bid of Rs.18500/- per month offered by Shri Mustaq Ahmed Shaikh, resident of H.No. 1, Circular Street, Belgaum Cantonment. Accordingly a sanction letter bearing No. Grocery Market/G-1/1170 dated 14-11-2020 has been served to him directing him to pay the security deposit of Rs. 1,11,000/- and furnish the bond paper of requisite value within a period of 7 days from receipt of the sanction letter.

However the lessee failed to comply with the requirements of sanction letters. Hence he was again issued a letter / notice bearing No. Grocery Market/G-1/1366 dated 03-12-2019 to comply the above requirements. In response, vide his letter dated -12-2019 which was received in this office on 16-12-2019 he had submitted that due to financial difficulties he could not pay the security deposit amount. He further stated that out of Rs. 1,10,000/- he has paid a sum of Rs.55,000/- vide 4-B receipts as mentioned in his letter and further he requested to grant some time to make payment of balance amount of Rs. 56000/-. In reply to his letter dated 16-12-2019, he was intimated vide this office letter No. Grocery Market/G-1/1467 dated 21-12-2019 that as per tender terms and conditions, it is not possible to accept his request and if he did not pay the balance amount of security deposit of Rs. 56000/-, the EMD amount of Rs.25000/- and partial payment of security deposit of Rs. 30000/- (Total Rs.55000/-) will be forfeited. On 26-12-2019 the lessee furnished the balance amount of Rs.56000/- and bond paper to execute the lease agreement. Thereafter on the same day i.e, on 26-12-2019, the shop was handed over to him.

The lessee was telephonically informed to come and sign the agreement and also make payment of the monthly fees and GST, but he did not reply to the phone calls. Therefore the bill collector and tax collectors visited the shop and intimated to the person who was present in the shop to give the message to Shri Mustaq A. Shaikh. But the lessee did not give any response to the messages. Therefore a letter No. Grocery Market/G-1/1832 dated 14-02-2020 was issued to him directing to sign the lease agreement within a period of 3 days from receipt of this letter. As the lessee was not present in the shop, the letter was pasted on the shop. However later on, the lessee approached this office and signed the lease agreement.

Thereafter two more notices have been issued on 04-03-2020 & 13-05-2020 to clear the outstanding dues, but the lessee was not found in the shop or at his residential address (as per document produced). The lessee has not paid the monthly fees from the date of taking over the possession i.e, from 26-12-2019. As a result, following amount is due upto the period ending 30-06-2020 (including arrears):--

S.No.	Particulars	Amount
1.	Monthly fees	1,14,700/-
2.	G.S.T	20,646/-
	Total	1,35,346/-

In this regard it is stated that as per tender terms and condition No. 10 and lease agreement condition No. 4 in the event if the lessee is allowing to accumulate the rent of 3 consecutive months the lessor has the authority to summarily terminate the agreement and evict the lessee forthwith with the forfeiture of entire deposit of the lessee.

Now the lessee vide his letter dated 12-06-2020 has submitted that due to lockdown he is suffering from heavy loss. He has taken loan from the bank for the said shop. Now it is not possible for him to run the shop. He is finding difficulties to clear the bank loan etc., Hence he has requested to consider his request favourably and refund his deposit amount after deducting the three months rent from the said deposit amount.

In this regard it is stated that the request of the applicant for refunding the security deposit after deducting three months fees cannot be acceded to as this office has not yet received any such Government order to waive off the shop rent for the lockdown period. However, the matter is brought before the Board for their kind consideration and to take suitable decision.

Resolution :

5. The Board considered and rejected the request of the applicant. The CEO appraised the Board that this office has not yet received any such Government order to waive off the shop rent for the lockdown period. After discussion, the Board resolved to terminate the leasehold rights of the said shop from 25/06/2020. The Board further resolved that the eviction proceedings under the Public Premises (Eviction of Unauthorised Occupant) 1971 be initiated against the present unauthorised occupant if he fails to handover the vacant possession of the shop to this office.

It was also resolved that if the lessee fails to clear the outstanding dues, the prosecution under Section 324 of the Cantonments Act 2006 be filed in the Hon'ble Court. The Board authorised the CEO to take further necessary action in this regard.

Agenda :

6. FILING OF COURT CASE UNDER SECTION 324 OF THE CANTONMENTS ACT 2006 AGAINST SHRI GAUTAM V. PATIL, UNAUTHORIZED OCCUPANT OF VEHICLE SHED NO. 6 AT RAILWAY BUS STAND, BELGAUM CANTONMENT.

In the beginning the Cantonment Board vide CBR No. 7 dated 23-09-2017 has approved the highest bid of Rs. 3100/- per month offered by Shri Gautam V. Patil, in respect of Vehicle Shed No. 6 at Railway Bus Stand, Belgaum Cantonment. The lease hold rights of the above said premises has been granted to him for a period of 5 years w.e.f. 01-11-2017 to 31-10-2022 vide this office letter No. Vehicle Shed No. 6/H-12/782 dated 16-10-2017. The lease agreement has also executed between the lessee and lessor.

Shri Gautam V. Patil, failed to pay the monthly fees regularly. As a result a sum of Rs. 51,262=00 was accumulated as an outstanding dues upto 30-11-2019. He has been issued non-payment notices bearing Nos. (i) This office letter No. Vehicle Shed No. 6/H-12/1795 dated 12-02-2018 & No. Vehicle Shed No. 6/H-12/444 dated 10-06-2020. However he neither gave reply to the said notices nor cleared the dues. Therefore the matter was referred to the Board and the Board vide CBR No. 6 dated 22-11-2019 terminated the lease hold rights immediately. Further it was resolved to forfeit 25% of the security deposit i.e, Rs.4,650/- and to adjust the balance security deposit of Rs.13,950/- towards outstanding monthly fees. Accordingly, a sum of Rs. 4650/- has been forfeited and Rs. 13950/- has been adjusted towards outstanding dues vide TR No. 15 dated 23-12-2019. Shri Gautam V. Patil handed over the shop on 11-02-2020 but he did not clear the outstanding dues of **Rs.47483=00** as on 11-02-2020 (After adjusting the deposit amount).

Therefore, vide this office letter No. Vehicle Shed No. 6, RBS/H-12/2032 dated 09-03-2020, Shri Gautam V. Patil was finally directed to make payment of outstanding dues of **Rs.47843=00** within a period of 7 days from receipt of the said letter. However as usual, he did not give any reply or cleared the dues.

In view of the above light, it can be seen that though the defaulter has been given many chances to clear the outstanding dues, he did not give any response to the notices issued by this office on and often. Therefore, this office is forced to file a Court case against the defaulter under Section 324 of the Cantonments Act 324 to recover the money.

The Board may consider and resolve accordingly.

Report of the Revenue Supdt. alongwith relevant documents are placed on the table

Resolution :

6. Considered the matter in detail. The Board unanimously resolved to file a Court case against the defaulter as per the provisions laid in Section 324 of the Cantonments Act 2006 to recover the outstanding dues.

Agenda :

7. PERMISSION FOR TRANSFER DEED OF H.NO. 6, NEW MOCHI LINE, BELGAUM CANTONMENT :

To consider the letter dt. 10-03-2020 letter received from **Lucy Lancelot Manki** for self and General Power of Attorney holder of Shri. Prakash Deendayal Naidu resident of Mumbai requesting permission for Transfer Deed of H. No. 6, New Mochi Line, Belgaum Cantonment in the name of **(1)Mr. Mansoor Mohammadali Bepari (2) Nasir Fakrooddin Bepari,**

As per the GLR records, House No. 6, New Mochi Line bearing GLR Sy. No. 251/917 measuring 748.00 Sqft. Classified as B-3, held on old grant terms in the name of 1) Smt. Suhashini @ Lucy W/O Lancelot Manki 2) Shri Prakash S/o Dindayal Naidu is situated within the civil area of the Cantonment. Board, Belgaum. There is no change of purpose, unauthorized construction, encroachment on government land, sub-division of site.

A.E's report and concerned file is placed on the table.

Resolution :

7. Also considered the objection dt 23/06/2020 along with complaints filed in O.S.53,54,55 of 2020 in the Court of the Principal Civil Judge, Belagavi received from 1) Shri. Dattu Bhima Kamble 2) Smt. Indubai Shankar Kamble 3) Shri. Salvador Francis D'souza. The CEO informed the Board that the tenants have filed court cases against the HORs in order to restrain them to take peaceful possession of the property in question. The CEO also informed the Board that he has consulted the legal adviser of the Cantonment Board in this matter and he is of the opinion that the objection filed by the tenants does not stop the HORs from transferring the property. Shri. Rizwan Bepari & Shri. Sajid Shaikh, Elected Members of the Board also informed that the objection filed by the tenants should not be considered.

After detailed discussion, it is resolved that permission be granted to the HORs for transferring the occupancy rights of the property after approval of the draft deed by the office. Fee at the rate of 2% of the cost of transfer be charged before according permission.

Agenda :

8. PERMISSION FOR TRANSFER OF HOLDER OF OCCUPANCY RIGHTS OF H.NO. 26, HIGH STREET, BELGAUM CANTONMENT.

To consider the letter dt. 11/03/2020 received from **Mr. Maqsood S/o Abdul Rashid Bombaywale** GPA holder of **Mr. Abdul Razak S/O Maktum Bombaywale** resident of H. No. 63, Church Street, Belgaum Cantonment requesting permission for Transfer of Occupancy Rights by way of Deed of transfer for his share of H. No. 26, High Street, Belgaum Cantonment in the name of **Smt. Rehana Nazir Bombaywale.**

As per the GLR records, House No. 26, High Street bearing GLR Sy. No. 251/345 measuring 884.00 Sqft. Classified as B-3, held on old grant terms in the name of **Shri. Shaikh Shahabuddin 2) Shri. Mohamadsab 3) Shri. Abdul**

Razak son of Marktum Bombaywale 4) Shri. Abdul Rashid Shahaboddin Bombaywale 5) Shri. Abdul Rashid Shahaboddin Bombaywale. is situated within the civil area of the Cantonment. Board, Belgaum. There is no change of purpose, subdivision of site, unauthorized construction, encroachment on Government land.

The concerned file and A.E's report are placed on the table.

Resolution :

8. Considered and resolved that permission be granted to the HORs for transferring the occupancy rights of the property after approval of the draft deed by the office. Fee at the rate of 2% of the cost of transfer be charged before according permission.

Agenda :

9. **TRANSFER OF HOLDER OF OCCUPANCY RIGHTS OF H.NO. 27, HIGH STREET, BELGAUM CANTONMENT.**

To consider the letter dt. 11/03/2020 received from **Mr. Maqsood S/o Abdul Rashid Bombaywale** GPA holder of **Mr. Abdul Razak S/O Marktum Bombaywale** resident of H. No. 63, Church Street, Belgaum Cantonment requesting permission for Transfer of Occupancy Rights by way of Deed of transfer for his share of H. No. 27, High Street, Belgaum Cantonment in the name of **Smt. Rehana Nazir Bombaywale.**

As per the GLR records, House No. 27, High Street bearing GLR Sy. No. 251/346 measuring 295.00 Sqft. Classified as B-3, held on old grant terms in the name of **Shri. Shaikh Shahabuddin 2) Shri. Mohamadsab 3) Shri. Abdul Razak son of Marktum Bombaywale 4) Shri. Abdul Rashid Shahaboddin Bombaywale 5) Shri. Abdul Rashid Shahaboddin Bombaywale.** is situated within the civil area of the Cantonment. Board, Belgaum. There is no change of purpose, subdivision of site, unauthorized construction, encroachment on Government land.

The concerned file and A.E's report are placed on the table.

Resolution :

9. Considered and resolved that permission be granted to the HORs for transferring the occupancy rights of the property after approval of the draft deed by the office. Fee at the rate of 2% of the cost of transfer be charged before according permission.

Agenda :

10. **EXPIRED LEASE OF GLR SY. NO. 251/906 BEARING HOUSE NO. 3-A, NEW MOCHI LINE, BELGAUM CANTONMENT :**

As per the records of this office, the land of GLR Sy. No. 251/906, total admeasuring 4800 Sqft. Described as House Dharmashala was initially leased to Balla Chattu Secretary Sweepers Community Camp, Belgaum for a term of 99

years w.e.f. 01/04/1921 in form 'A' of Cantonment code 1899, for using as Dharmashala for use of latrine sweepers priests etc i.e. for Residential purpose on payment of yearly rent of Rs. 1/-. The lease was executed on 01/04/1921 and registered on 06/04/1921 in the office of the Sub-Registrar, Belgaum at No. 514 pages 17-18. The Lease was further transferred in the year 1980 in the name of the Chairman Valmiki Mandir Mehator Samaj Sudharana Mandal as per letter dated 31/05/1979. The lease term of 99 years has expired on 31/03/2020.

The building plan was sanctioned in the name of the President, Valmiki Mandir, Mehator Samaj Sudharana Mandal vide this office letter No. H. No. 3-A/New Mochi Line/1058 dated 25/09/1991 for the purpose of God ornamental room, hall, Kitchen, Store, God room, Watchman room, Bath and WC. During construction, the encroachment measuring 107.62 sqmtrs has been carried out by the President, Valmiki Mandir H. No. 3-A, New Mochi Line, Camp, Belgaum and the notice under Sub-Section 4(1) of the public premises Act 1971 was issued vide this office letter No. H. No. 3-A/New Mochi Line/2463 dated 18/01/1994. The 5(1) notice under PPE Act 1971 was also issued vide this office letter No. H. No. 3-A/New Mochi Line/735 dated 18/07/1994. The unauthorised construction of first floor over an area measuring 535.84 sqmtrs has also been carried out by the President, Valmiki Mandir H. No. 3-A, New Mochi Line, Camp, Belgaum. The notice under section 185 of Cantonment Act 1924 was also issued for same unauthorised construction vide this office letter No. H. No. 3-A/Old Mochi Line/1287 dated 24/12/2001. Till today lessee/occupant has not removed the unauthorized construction and encroachment existing on site. There exists change of purpose by way of shops inside the premises.

The lessee/occupant was asked to handover the physical vacant possession of the said property vide this office letter No. H. No. 3-A/ New Mochi Line/185 dated 28/05/2020. The Chairman Valmiki Mandir, Mehator Samaj Sudharana Mandal H. No. 3-A New Mochi Line has submitted the letter dated 12/06/2020 requesting to extend the lease period for the authorized area and encroached area for further period of 99 years. As per lease conditions of the property in question there is no renewal clause to renew the lease period. As per lease condition No. III of the above mentioned lease the land shall not be used for any purpose other than those specified in the lessee application under section 256 clause (d) of the Cantonment code, 1899 not shall be building erected on the land be permitted to fall into such a state of ruin as absolutely prevent their being used for the purposes so specified. The lessee/occupant has violated this conditions by using the portion of building for commercial purpose. At present, there is no lease policy to extend the lease period.

The Board may consider the issue and take further necessary action in the matter.

The AE's report and concerned file is placed on the table.

Resolution :

10. Discussed the matter in detail. Dr. M.A. Dongare, Elected Member explained to the Board that he is aware of the earlier status of the said house. Earlier it was mud structure. It is used for temple. The lease was sanctioned in 1912. Now the lease has expired. The Govt. is yet to take decision on the renewal

of expired leases. The lease cannot be extended in view of the policy. He requested the Board that till the MoD decision is received, the temple authorities may be permitted to use the premises as a temple. The President, Cantonment Board suggested that the CEO should follow-up with the respective procedure and the President, Valmiki Mandir H. No. 3-A, New Mochi Line, Camp, Belgaum may do the follow-up at the Ministry level for favourable decision. The CEO stated that since there is an encroachment, the damage charges have to be recovered. Shri. Sajeed Nazirsab Shaikh, Elected Member assured the President, Cantonment Board that whatever commercial shops are existing, the same will be got removed.

After detailed discussion, it is resolved that the CEO will take action under PPE Act,1971 for taking the possession of the property in question if it is not handed over peacefully by the temple authorities. The necessary action to recover the damage charges in respect of unauthorised occupation of the land be also taken as per law.

Agenda :

11. ESTIMATE :

To consider the estimate of the following public maintenance work for execution out of maintenance head during the current year :--

1. Term Contract for maintenance of Cantonment fund Buildings, Group Toilet, School, staff Quarters, Dustbins, Park, etc. for the financial year 2020-2021.

Sl.No.	Name of work	Estimated cost in Rs.	Name of the approved contractor
01	Repairs to Cantonment Board office Building by way of Changing Roof Tiles, Battens, Repairs to toilet blocks, Repairs to windows of meeting Hall, parking shed	7,00,000/-	M/s Dhanashree Enterprises

The above work may be executed through above referred approved contractor **M/s Dhanashree Enterprises** at the approved rate of 89.77% above MESS SSR 2010as approved vide CBR No.4 dt 17/09/20219 and CBR No. 10 (V) dt. 18/05/2020.

Resolution :

11. Considered and approved.

Agenda :

12. APPLICATION FOR INCLUSION OF BUNGALOW BC 124 IN CIVIL AREA

To consider application dated 18/06/2020 submitted by Shri Linagraj Patil, purchaser of BC 124 requesting to include his bungalow BC 124 inside Civil area on various grounds including that his bungalow is the last property attached to the civil area and also bordering the corporation area.

As per the GLR, BC 124 bears Sy. No. 257, admeasures 4.15 Acres, classified as B-3, held on old grant terms outside civil area under the management of the DEO, Bangalore Circle, standing in the name of Shri. Venkatesh Vinayak Nargundkar and 12 others.

The detailed report of the Assistant Engineer is placed on the table. Based on the location of the Bungalow adjoining the civil area of the cantonment on one side and the densely populated municipal corporation area on the other side, it is proposed that the application may be referred to the DEO, Bangalore and Station Headquarters Belgaum for further action, with the recommendation of the Board in favour of including the said bungalow in the civil area.

The said application, GLR Map, report of the Asstt Engineer, along with all other relevant papers, are placed on the table.

Resolution :

12. Discussed the matter in detail. The President, Cantonment Board was of the view that if one bungalow is included in the Civil area, it may invite objections from the neighbouring bungalow owners and they too may request for inclusion of their bungalows in Civil area. Therefore, this matter needs to be studied for which he wanted one month's time. Shri. Suresh Angadi, M.P. expressed to the Board that this matter is pending with the Board for the last three years and unnecessarily, the people should not be troubled. He requested the President, Cantonment Board to finalise the matter at the earliest.

After detailed discussion, it is resolved that the matter be put up again in the Board meeting since the President, Cantonment Board needs time to study the proposal.

Agenda :

13. **UNAUTHORIZED CONSTRUCTION : ISSUE OF NOTICE UNDER SEC. 248(1) OF THE CANTONMENTS ACT, 2006 : BC No. 64, BELGAUM CANTONMENT.**

To consider the issue of notice under Section 248 (1) of the Cantonments Act, 2006 to Rector, Society of Jesus St. Paul's High School, BC No. 64, Belgaum Cantonment.

BC No. 64 building bearing GLR Sy. No. 233, Belgaum Cantonment is classified as B3 land held on lease by Society of Jesus Belgaum for Hostel for the student of St. Pauls High School upto 07/09/2019 and is situated outside Notified Civil Area of Belgaum Cantonment. The details of the unauthorized construction being carried out are as under:--

Details of unauthorized construction (Ground Floor)

a. Erecting open shed on open space towards southern side of sunbeam nursery building over an area measuring 16.30 X 12.20m = 198.86Smtrs, superstructure is of 16 Nos of MS poles. Roof is of Galvolum sheet at an height of (3.58 m+ 2.75m)/2.

b. Erecting open shed on open space towards western side of sunbeam nursery building near compound wall over urinal block over an area measuring 5.25m X 2.80m =14.70 sqmtrs. Superstructure is of 4 Nos of MS poles. Roof is of Galvolum sheet at an height of (2.43m+2.32m)/2.

(Second Floor – Sunbeam nursery)

a. Erecting shed over an area measuring 15.90m X 29.45 m =468.25 sqmtrs. Superstructure is of parapet walls, MS jali, MS poles (23 Nos). Providing MS purlins, roof of Galvolum sheet at an height of (3.0m +4.45m+3.0m)/3.

(Second Floor – Hostel building)

a. Erecting open shed over an area measuring 6.60m X 13.20 m = 87.12 sqmtrs. Superstructure is of MS poles 18 Nos, purlins and roof of galvolum sheet at an height of (2.20m +2.45m)/2.

Show cause notice was issued to Rector, Society of Jesus St. Paul's High School on 19/06/2020.

The Board may consider the issue of notice under section 248 of CA 2006 and resolve accordingly.

The concerned file, notice issued AE's report are placed on the table.

Resolution :

13. Considered and resolved to issue notice under Section 248(1) of the Cantonments Act, 2006 to the Rector, Society of Jesus St. Paul's High School, BC No. 64, Belgaum Cantonment for the unauthorized erection/Re-erection of Sheds being carried out inside the premises of BC No 64, Belgaum Cantonment.

Agenda :

14. ISSUE OF NOTICE U/S 244 OF THE CANTONMENTS ACT, 2006 :

To consider the issue of notice u/s 244 of Cantonment Act 2006 in respect of following old grant/lease hold bungalows in which changes of the use of land/building has taken place :-

Main Cantonment

Sl. No	Bungalow No.	GLR Sy No.	Nature of Holders right	Nature of Commercial Activity
1	BC No. 39-A	272-A	Old Grant	Weigh bridge
2	BC No. 51	205	Old Grant	Security Guard Office
3	BC No. 53	237	Old Grant	Nursery school(Queens land)
4	BC No. 70	223	Old Grant	ITI College and hotel
5	BC No. 101	243	Old Grant	Syndicate Bank
6	BC No. 104	155	Old Grant	NCC Office
7	BC No. 105	156	Old Grant	Renuka Sugar work office
8	BC No. 106/1	157	Old Grant	Ceema tubes and light godown and office

9	BC No. 106/2	157	Old Grant	Hotel
10	BC No. 109	153	Old Grant	Renuka Sugar Office
11	BC No. 113	66-C	Lease	Cycle parking
12	BC No. 114	66-D	Lease	Hotel
13	BC No. 122	181	Old Grant	Lathe workshop, hoarding
14	BC No. 128	173	Old Grant	Advertisement hoarding
15	BC No. 129	170	Old Grant	Devi surgical office, automobile shop, Canteen
16	BC No. 135	287	Old Grant	Exhibition Hall
17	BC No. 153	159	Old Grant	Clinic
18	BC No. 169	168	Old Grant	Garage godown , hoarding, Catering services
19	BC No. 172	305	Old Grant	Self of well water, Sale of Mangoes
20	BC No. 179	157	Old Grant	Automobile workshop
21	BC No. 178	157	Old Grant	Hospital and Central Bank of India
22	BC No. 185	66	Lease	Marriage Hall

Fort Area

Sl. No	Bungalow No.	GLR Sy No.	Nature of Holders right	Nature of Commercial Activity
1	BC No. 11	384	Old Grant	Fabrication work
2	BC No. 14	359	Old Grant	Garage
3	BC No. 34	390	Old Grant	Running of School

The Board may consider the issue and take further necessary action in the matter.

Resolution :

14. The Elected Members appraised the President, Cantonment Board that the commercial activities in some bungalows, is going on from ages and if the rules permit, let the use of the bungalow be converted from Residential use to commercial use. The President, Cantonment Board told the Board that this observation has come from the office of the Principal Director of Audit, Defence Service, Pune and nobody can stop any Govt. agency in executing their duty. If anyone is having any objection, they can reply to the notice. The CEO stated that since the bungalows are given for residential use, the owners / occupiers are using it for commercial purpose. Therefore, the same cannot be regularised.

Considered and resolved that notice u/s 244 of the Cantonment Act 2006 be issued to the bungalow owners/ occupiers mentioned on the agenda side for change of purpose from Residential use to Commercial use

The following supplementary agenda was taken up for consideration with the permission of the Chair :--

Agenda :

15. CLOSURE OF SLAUGHTER HOUSE :

To consider the letter No. PCB/EO.BGV-1/SCN/2020-2021/362 dt. 17th June, 2020 received from the Environmental Officer, Karnataka State Pollution

Control Board, Belagavi. During the meeting on 25-2-2020, the Chairman, KSPCB, Bangalore in the KSPCB Office, Belagavi Office informed the Cantonment Board Assistant Engineer and Sanitary Inspector that the Cantonment Board has not taken any action to establish ETP for treatment of blood water in slaughter house. During the meeting, the Chairman, KSPCB informed to close the slaughter house within one month.

Now vide above mentioned letter, the Environmental Officer has informed that there is a continuation of discharge of untreated effluent on the ground which is causing contamination to the ground water because of non-installation of ETP. Therefore, he has informed that this is a violation of the directions issued by the Hon'ble Supreme Court of India and the provisions of the Water Act, 1974.

In view of the above, the Environmental Officer vide above mentioned letter has directed to close down the slaughter house immediately.

The Board may consider the issue and decide accordingly.

Assistant Engineer / Sanitary Inspector's report is placed on the table.

Resolution :

15. The Board discussed the matter in detail. The Elected Members requested the CEO to write a letter to the Karnataka State Pollution Control Board authorities to allow the use of slaughter house since poor butchers are depending on the slaughter house for their livelihood. The Karnataka State Pollution Control Board authorities be informed that the Cantonment Board is installing the ETP in slaughter house during the year 2020-21 and in view of that they may be requested to allow the use of slaughter house. Further resolved that the Slaughter House be closed till further clearance is received from the Karnataka State Pollution Control Board. Action taken be intimated to them.

Agenda :

16. **ANNUAL MAINTENANCE CONTRACT FOR ALL NEWLY DEVELOPED SOFTWARES, ANDROID APPLICATION AND WEBSITE :**

This office has designed and developed different softwares for the smooth functioning of the office works from the Third Party Developer. The said softwares developed are very user friendly which have been tested and are working satisfactorily as per office needs but to see the proper functioning of the newly developed softwares for a period of one year as some glitches may occur in the future the same can be got corrected/modified from the approved agency as decided by the Board. Therefore, this office vide above referred letter have called three quotations from the local market and after scrutiny by the local purchase committee it is found that the **rates quoted by M/s. KD Technologies is the lowest**. The financial implication on execution of maintenance contract for a period of one year amounts will be **Rs.1,68,000/- per annum (excluding GST)**.

The Board may consider and approve the same.

Office report along with the quotations and LCP certificate is placed on the table.

Resolution :

16. Considered and approved.

Agenda :

17. **PROVISION OF FUNDS FOR CANTONMENT BOARD EMPLOYEES AS A WELFARE MEASURE – GROUP INSURANCE SCHEME :**

To consider PD, DE, SC, Pune letter No. 19648/COVID-19/Cantt/DE dated 19th June, 2020 regarding provision of funds for Cantonment Board employees as a welfare measure – Group Insurance Scheme.

As per the aforesaid letter, the Cantonment Board, Belgaum has to enter into an agreement with the LIC to execute Group Policy in connection with COVID-19. In this regard, the Board has to consider the following aspects :--

i. To approve this welfare proposal for the specified number of employees as decided by them.

ii. Basic criteria of providing this one time welfare measure, to be the employees involved in COVID Combat / relief related activities, thereby vulnerable to the threat of the COVID virus infection.

iii. Based on list of employees, each Board to approve the payment of premium to the LIC through Nodal Board.

iv. To make appropriate provision in the relevant heads of the Budget for 2020-21 (R).

v. Relief to the family of the deceased beneficiary shall be provided through Nodal Cantonment Board, which in-turn will transfer it to the Cantonment Board of the deceased and thereafter to the family of the deceased employee.

The Board has to make necessary provision in the Revised Budget for the year 2020-21 for incurring expenditure on the Group Policy mentioned above. As per the directions of the higher authorities, the Board has to forward a detailed proposal (including details of staff to be covered in the scheme).

The Board may consider and approve the same.

Accountant's report along with the concerned letter is placed on the table.

Resolution :

17. Considered and approved. Necessary proposal be forwarded to the higher authorities for obtaining sanction as required under Cantonment Account Code, 2020. Necessary provision be made in the Revised Budget for the year 2020-21.

Before the close of the meeting, the following points came up for discussion :-

1. Shri. Killedar Aleddin Nooruddin, Elected Member requested the M.P. Shri. Suresh Angadi to provide some funds from the Govt. for development of Cantonment area.
2. The CEO informed the M.P. Shri. Suresh Angadi that service charges are not being received from Railway authorities. The same should be expedited.
3. Shri. Suresh Angadi, MP expressed displeasure over the Octroi Naka building at Station Road as the same is posing obstruction in the development of Railway station. Hence as per PPE Act 1971, the lessee should be evicted from the site and the structure should be demolished. The CEO informed that the lessee has filed a Case in the Court after issue of PPE act 1971 and therefore proper due procedure will have to be followed before any action is taken by the Board. The CEO also informed that if Railways require Defence land for its expansion, then they will have to submit a proposal directly to the Ministry of Defence as per the Policy in vogue.
4. Shri. Suresh Angadi, MP also expressed about removal of Octroi Naka building situated on Khanapur Road near BC137, buildings on Khanapur Road since these are coming in the widening of Khanapur Road. The CEO informed that as per Government Policy, the State Govt has to submit the proposal to the Ministry of Defence, Govt. of India, New Delhi for exchange of Defence land. Shri. Suresh Angadi, MP also requested the CEO to finalise the issue of conversion of Bungalow area into Civil area at the earliest.
5. The CEO requested the MP to release the funds from the State Govt. for maintenance of Cantonment Fund roads since traffic is diverted on these roads due to development work of Khanapur road being carried out by Belagavi Smart City Ltd.

Sd/-
Chief Executive Officer
Cantonment Board, Belgaum
(Barchaswa)

Sd/-
President
Cantonment Board, Belgaum
(Brig Rohit Choudhary, SM)

Dated the 25th June, 2020.

OFFICE SUPDT. CANTONMENT BOARD, BELGAUM.

