

इण्डियन ड्रग्स एण्ड फार्मास्यूटिकल्स लिमिटेड

(भारत सरकार का उपक्रम) वीरभद्र, ऋषिकेश - 249 202

फोन : (कार्यालय) 0135-430301; 430302; 430303

फैक्स - 0135-430176 ग्राम : इन्द्राफार्म

INDIAN DRUGS & PHARMACEUTICALS LTD.

(A Govt. of India Undertaking) Virbhadra, Rishikesh - 249 202

Phone : (Off.) 0135-430301; 430302; 430303

Fax : 0135-430176 Gram : INDRAPHARM

No. IDP(R)/PR/KV/2000-482

Dated: 27.2.2000

2.3.2000

The Commissioner
Kendriya Vidyalaya Sangathan,
New Delhi.

Sub: Office order No.F.1-59/78-KVS(Admn.1)
dated 3.2.2000 of Dy.Commissioner(Acad.)
KVS, New Delhi regarding closure of
Kendriya Vidyalaya, IDPL-Virbhadra.

Dear sir,

This has the reference of the above office order
of Dy.Commissioner(Acad.) KVS, New Delhi regarding serving
of notice for closure of Kendriya Vidyalaya, IDPL-Virbhadra
w.e.f. 1st April, 2000.

2. K.V. IDPL was opened under Project sector in 1978 -
on a clear understanding that the entire recurring and
non-recurring expenditure will be made by IDPL. Due to the
some reason, IDPL was declared sick under Sick Industrial
Company Amendment Act (Special Provision) 1985 and referred
to BIFR in August, 1992. Efforts are being made by the
Management to revive the Unit. The revival package inter alia
envisages reduction in fixed costs in different areas and
further with a view to improve its viability, the Management
had resolved to transfer the Kendriya Vidyalaya, IDPL-Virbhadra
to K.V. Sangathan with a request to run the same under Civil
Sector (Financed by K.V. Sangathan).

3. After sustained efforts made by IDPL Management,
Asstt. Commissioner, KVS Dehradun conveyed to us vide their
letter No.F.21-16/95/KVS(FDR) 2773 dated 20.6.95 that Kendriya
Vidyalaya run by IDPL Virbhadra will be financed by K.V.
Sangathan w.e.f. April 1996-97 onwards. (Copy enclosed) A letter
dated 29.6.95 was also received from Dr.M.S.Verma, Education
Officer, K.V. Sangathan, Dehradun, wherein it was stated that
the Board of Governors of K.V. Sangathan has already agreed
for conversion of our Kendriya Vidyalaya, Rishikesh from Project
Sector to Civil sector w.e.f. next session i.e. April, 1996-97
(Copy enclosed).

...2.

पंजीकृत कार्यालय : आई.डी.पी.एल. कॉम्प्लेक्स, दुन्डाहेड़ा, दिल्ली गुरुगांव रोड, गुरुगांव-122016 (हरियाणा)

Regd. Office: IDPL Complex, Dundahera, Delhi Gurgaon Road, Gurgaon-122016 (Haryana)

Phones : 011-5563125, 5563615 Fax : 0124-340006

4. Considering the acute financial crisis of the Company the HRD Ministry (Deptt. of Education) under Sh.D.M. Gautam, Director (UT) vide letter No.F-2(IV)-1/97-UT.2 dated 11.9.97 (Copy enclosed) informed to the Commissioner, KVS, New Delhi that the Integrated Finance Division of the Ministry has advised:- (Copy enclosed)

(a) Total liability in respect of KV, IDPL-Rishikesh up to 1997-98 including arrear will be provided by the Ministry of Finance through a full supplementary grant under non-plan and-

(b) A separate entity in respect of the liability of KV., IDPL will be maintained by having a separate sub head under non-plan for future funding till a final decision on IDPL is taken.

5. It is pertinent to mention that there is no other Kendriya Vidyalaya in the vicinity and the nearest KV is in Raiwala (Cantt. Area) which is at a distance of 10 Kms. and is a restricted area, where no Public transport vehicles run. Further K.V. Raiwala cannot accommodate all the children of K.V. Virbhadra.

6. The employees of IDPL are transferable. IDPL has its unit at Gurgaon, Hyderabad, Madras and Muzaffarpur. The basic aim of opening Kendriya Vidyalaya is to provide education to the children of the transferable employees.

7. IDPL has already spent crores of rupees on building for the school and its furniture and fixtures. It will, therefore, also be in the fitness of things, if the school is taken over by KVS with the building, fitting, fixture and play ground with no additional liability to make it a Civil sector from Project Sector.

8. We may invite your kind attention to the letter of Dy.Commissioner (Finance) KVS dated 12.11.1999 regarding adoption of differential fee structure for Kendriya Vidyalaya in Project sector. You may be aware that IDPL, is sick and referred to BIFR for rehabilitation. The employees wages have not been revised since 1988-89. They are not getting their salaries regularly. Therefore, it will not be possible to enhance the fee in the industry to such an extent that the recurring and non-recurring expenditure are met out of such increase in totality.

In view of the above, it will be appropriate to request that the closure order dated 3.2.2000 may be put in abeyance and the KV, IDPL may be converted to Civil Sector(KV Financed).

With thanks,

Yours faithfully,

(Dr.S.S. Yadav)
General Manager
Chairman V.M.C

Encl: As above.

Annexure I

इण्डियन ड्रग्स एण्ड फार्मास्यूटिकल्स लि.
(भारत सरकार का संस्थान)

वीरभद्र - 249202 (ऋषिकेश), उ० प्र०

फोन-30301, 30302, 30303 टेलिफैक्स : 01364-30176

टेलिक्स : 0585-241 केबिल : इन्द्राफार्म

INDIAN DRUGS & PHARMACEUTICALS LTD.

[A Govt. of India Undertaking]

VIRBHADRA-249202 (Rishikesh), U. P.

Phone 430301/30302/30303 Tele Fax : 01364-30176

Telex : 0585-241 Cable : INDRAPHARM

No.IDP(R)/Gen.Admn./K.V./Conversion/96/29 3

Dated: 12.4.1996.

The Commissioner,
Kendriya Vidyalaya Sangathan,
18 Institutional Area,
Shaheed Jeet Singh Marg,
New Delhi.

Sub: Conversion of K.V., IDPL Virbhadra(Rishikesh)
from Project Sector to Civil Sector.

Dear Sir,

Please refer to our letter No.Gen.Ad/K.V./Conversion/
96-1387 dated 22.3.96 on the above subject. In this connection,
a meeting was held in my chamber on 11th April '96 with your
Assistant Commissioner, Dehradun region. As already informed
that IDPL is a sick unit and referred to the Bureau of Industrial
Finance Re-construction (BIFR). As per our Revival Package, we
have to reduce our extra financial burden on the organisation.
Vide letter No.F-21-16/95-KVS(DDR)/2773 dated 20.6.95 of Assistant
Commissioner, Dehradun region, it was assured that the Sangathan
will convert K.V. IDPL Virbhadra from Project Sector into K.V.S.
financed sector during 1996-97 onwards. We have not made budget
provision for K.V. IDPL Virbhadra for the academic session
1996-97. Our Board of Directors have already approved the transfer
of existing building and other assets which are in possession of
the Vidyalaya free of cost to K.V.S.

1. matter has
not yet been
settled. We may
quest the IDPL
continue to
school

I shall be grateful if you could kindly pass necessary
orders for the conversion of the Vidyalaya from Project Sector to
Civil Sector from the current academic session (1996-97). A
photocopy of the minutes of the meeting held with the Assistant
Commissioner, K.V.S. on 11th April '96, is enclosed herewith for
your information and necessary orders.

Thanking you,

Yours faithfully,

(Mr. Choudhary)
General Manager/Chairman, VMC

पंजीकृत कार्यालय : आई. डी. पी. एल. काम्पलेक्स, दुन्डाहेड़ा, दिल्ली गुडगांव रोड, गुडगांव-122016 (हरियाणा)

Regd. Office : IDPL Complex, Dundshera, Delhi Gurgaon Road, Gurgaon-122016 (Haryana)

Telex : 0342-208 FAX : 0124-340005/340006

AGREEMENT BETWEEN I.D.P.L. AND KENDRIYA VIDYALAYA
SANGATHAN (RISHIKESH)

THIS AGREEMENT is made on this _____ day of 2003 between M/s. Indian Drugs & Pharmaceuticals Limited, Virbhadra Rishikesh having its registered Office at I.D.P.L. Complex, Delhi - Gurgaon Road, P.O. Dundahera, Gurgaon through its General Manager IDPL Virbhadra (which expression shall, where the context so admits, includes them and their executors, administrators, representatives, successors and assignees) hereinafter called the 'FIRST PARTY', of the One Part AND KENDRIYA VIDYALAYA SANGATHAN, registered office 19, Industrial Area, Sahed Jeet Singh Marg, New Delhi through Asstt. Commissioner, Kendriya Vidyalaya Sangathan, Dehradun (which expression shall, where the context so admit include its executors, administrators, representatives, successors and assignees) hereinafter called the 'SECOND PARTY' of the other Part.

WHEREAS The 'second party wants to take Kendriya Vidyalaya Building and type 'A' old, type 'A' new and type-B quarters in IDPL Township.

AND WHEREAS It has been agreed upon between the parties that the terms and conditions of this licence deed for allotment of Vidyalaya building and quarters would be as follows :-

i) The licence fee for the building and the quarters proposed to be allotted would be as below as per C.P.W.D. norms:-

Kendriya Vidyalaya Building	Rs. 54750/- per month.
Type 'A' old	Rs. 735.00 per month.
Type 'A' new	Rs. 1145.00 per month.
Type 'B'	Rs. 790.00 per month.

ii) Initially the period of allotment of Kendriya Vidyalaya Building and quarters would be for three years with effect from the date of occupation of the building by Kendriya Vidyalaya Sangathan, and time will begin to run from that date. It may be extended after three years on such terms and conditions as the first party will fix.

iii) The licence fee for the building and quarters would be revised depending upon the cost index, after expiry of every three years.

iv) The allotment of Vidyalaya building and quarters will be made in the name of the Second Party and the licence fee, Elect. and water charges would be paid regularly by K.V.S. by 5th of every succeeding month.

v) The electricity charges are to be paid at the rate fixed by the UTTARANCHAL POWER CORPORATION LTD. (U.P.C.L.) for such buildings ~~as applicable for IDPL Township~~ ^{from time to time}. The water charges would be Rs. 40/- per month for type 'A' Quarter, Rs. 50/- per month for type 'B' Quarter and Rs. 1,000/- per month for Vidyalaya Building.

i) In case of transfer, retirement, death of the occupant of the quarter it will be the responsibility of the 'SECOND PARTY' for payment of Licence fee, Electricity and Water charges till the quarter is vacated.

ii) The ~~employee~~^{or its employees} of 2nd party shall not assign or sublet ^{the premises} to any person, full or part of ^{there} the quarter.

iii) The Second Party shall not undertake any addition/alteration in the Vidyalaya building and quarters without prior written permission of the First Party. The building and quarter shall be allotted on 'as is where is' basis.

ix) The Civil/Electrical Maintenance of the Vidyalaya building and quarters will be carried out by the Second Party at their own expenses. ^{some work may be done by the First Party}

x) The First party has the authority to revoke this Licence in respect of the entire premises or any part thereof after giving one month's notice. In case the premises is not vacated within 30 days or at the end of that academic session the Second Party shall be liable to pay the damages which will be fixed by the First Party till the premises is vacated. It will be the sole responsibility of the Second Party for arranging payment of damages to the First Party under these conditions. The rate of damages will not be questioned by the Second Party.

xi) The licence fee shall not be adjusted against any outstanding dues whatsoever against the First Party.

xii) That in case of VIOLENCE like fire, tempest, earthquakes, flood, inevitable accident etc. the First Party shall not be responsible for any sort of losses or damages whatsoever incurred to the Second Party on account of such happenings or otherwise.

xiii) That this Agreement and contractual relationship is subject to the jurisdiction of Dabradan Court alone.

xiv) The entire Civil and Electrical fixtures, furniture and other assets lying in the Vidyalaya building will be handed over to the Second Party. The value of fixtures, furniture and assets will be estimated by the First Party.

xv) That in the event of any dispute or difference of opinion arising between the parties the same will be referred to the Arbitration of Chairman and Managing Director IOL, whose decision shall be final and binding on both the parties. The arbitration shall be held in the jurisdiction of Dabradan Court alone.

CALCULATION OF MONTHLY RENT BASED ON CPWD MANUAL VOL. II.

1. Reproduction cost of building : Rs. 80,71,000.00

2. Depreciation cost of the bldg.
assuming straight line valuation
of depreciation and taking the
residual value of the building
6% as is being followed in
CPWD.

Year of construction of bldg. : 1978

Total life of the building : 80 years.

Present age of the building. : 2001-1978 = 23 years.

Depreciation for 23 years = $80,71,000.00 \times \frac{23}{80}$
= Rs. 21,31,127.00

Present value of the bldg.

after depreciation: $80,71,000 - 21,31,127 = \text{Rs. } 59,39,873/-$

Land area over which building
is constructed.

: 1761.00 sq. ft.

Present rate of land as per
revenue department.

: Rs. 800.00 per sq. ft.

Cost of land : $1761.00 \times 800.00 = \text{Rs. } 14,08,800.00$

Total present cost of building

and land. : $59,39,873.00 + 14,08,800.00$

= Rs. 72,92,613.00

Return on property @ 8%

per annum on Rs. 72,92,613.00

= Rs. 5,83,413.00

Monthly rent : $\frac{5,83,413.00}{12}$

= Rs. 48,617.75

Say Rs. 48,750.00

...

IN WITNESS WHEREOF, the Parties to this agreement
have executed this Identura on the day, month and year
first above mentioned.

Signed and delivered by the said Shri _____
in presence of :-

1.

2.

FOR IOPL VIRBHADRA (RISHIKESH)

Signed and delivered by the said Shri _____
in the presence of :-

1.

2.

FOR SECOND PARTY.

for approval please

for brd :
6/11 27/11
Doc
1/4

Doc
27/3