



Phone & Fax no. 0135-2658294

E-mail: cfshiwalik@yahoo.co.in

कार्यालय वन संरक्षक, शिवालिक वृत्त, उत्तराखण्ड, देहरादून।

पत्रांक- 1076 /12-1 दिनांक, देहरादून 01 दिसम्बर, 2020

सेवा में,

अपर प्रमुख वन संरक्षक/नोडल अधिकारी
वन संरक्षण, इन्दिरा नगर, फॉरेस्ट कॉलोनी,
उत्तराखण्ड, देहरादून।

विषय : प्रस्ताव सं० FP/UK/SCH/40755/2019 देहरादून वन प्रभागान्तर्गत ऋषिकेश के आई०डी०पी०एल० (वीरभद्र) परिसर कक्ष सं०-01 में पूर्व से चल रहे केन्द्रीय विद्यालय के भवन निर्माण हेतु 2.41 है० वन भूमि का नवीनीकरण के प्रस्ताव के संबंध में।

संदर्भ : आपका कार्यालय पत्रांक 1173/FP/UK/SCH/40755/2019 दिनांक 17.10.2020
महोदय,

उपरोक्त विषयक संदर्भित पत्र जो प्रभागीय वनाधिकारी, देहरादून वन प्रभाग को संबोधित व प्रतिलिपि इस कार्यालय को भी पृष्ठांकित है, के अनुपालन में प्रभागीय वनाधिकारी, देहरादून वन प्रभाग द्वारा अपने कार्यालय पत्रांक 1923/12-1 दिनांक 26.11.2020 (छायाप्रति संलग्न) से केन्द्रीय विद्यालय द्वारा प्रस्तुत प्रत्युत्तर मय अभिलेखों सहित इस कार्यालय को प्रेषित किया गया है, जिसमें उल्लिखित है कि **“केन्द्रीय विद्यालय की स्थापना आई०डी०पी०एल० के अनुरोध पर केन्द्रीय विद्यालय संगठन के द्वारा वर्ष 1978 में की गयी थी। वर्ष 2000 में यह विद्यालय आई०डी०पी०एल० की वित्तीय स्थिति ठीक न होने के कारण बंद हो गया था, जिसे स्थानीय जनता के प्रदर्शन के कारण जनहित में पुनः सिविल सेक्टर में आई०डी०पी०एल० की सहमति से 2003 में खोला गया, इस संबंध में प्रयोक्ता एजेंसी द्वारा अवगत कराया गया है कि कथित केन्द्रीय विद्यालय के निर्माण के निमित्त कोई शासनादेश जारी नहीं हुआ है”**

अतः उक्तानुसार आख्या अग्रेतर कार्यवाही हेतु सादर प्रेषित है।

संलग्नक :- उपरोक्तानुसार।

भवदीय

(पी०के० पात्री)

वन संरक्षक,

शिवालिक वृत्त, देहरादून।

पत्रांक 1076 /12-1 तददिनांकित

प्रतिलिपि :- प्रभागीय वनाधिकारी, देहरादून वन प्रभाग को उनके उक्त उल्लिखित पत्र के क्रम में सूचनार्थ प्रेषित।

(पी०के० पात्री)

वन संरक्षक,

शिवालिक वृत्त, देहरादून।



दूरभाष : (0135)-2627612, फ़ैक्स : (0135)-2627950

ई-मेल : dfodoon@gmail.com

कार्यालय, प्रभागीय वनाधिकारी, देहरादून वन प्रभाग, देहरादून।

पत्रांक : 1923 /12-1

देहरादून, दिनांक : 26 नवम्बर, 2020.

सेवा में,

✓ वन संरक्षक,
शिवालिक वृत्त,
देहरादून।

विषय: देहरादून वन प्रभाग के अन्तर्गत ऋषिकेश के आई0डी0पी0एल0 (वीरभद्र) परिसर कक्ष संख्या-1 में पूर्व से चल रहे केन्द्रीय विद्यालय के भवन निर्माण हेतु 2.41 है0 वन भूमि का नवीनीकरण के प्रस्ताव के सम्बन्ध में।

सन्दर्भ : अपर प्रमुख वन संरक्षक एवं नोडल अधिकारी, वन संरक्षण, उत्तराखण्ड, देहरादून की पत्र सं0-1173 /FP/UK/SCH/40755/2019 दिनांक 17 अक्टूबर, 2020.

महोदय,

उपरोक्त विषयांकित प्रस्ताव के क्रम में उक्त सन्दर्भित द्वारा आई0डी0पी0एल0 (वीरभद्र) को लीज पर दी गयी भूमि में केन्द्रीय विद्यालय के निर्माण हेतु निर्गत शासनादेश के सम्बन्ध में सूचना अपेक्षित है। अवगतनीय है कि इस सम्बन्ध रेंज कार्यालय, ऋषिकेश की पत्र सं0-550/27 दिनांक 04-11-2020 के द्वारा महाप्रबन्धक, आई0डी0पी0एल0, वीरभद्र ऋषिकेश व प्रधानाचार्य, केन्द्रीय विद्यालय, ऋषिकेश को में वांछित अभिलेखों को उपलब्ध कराये जाने हेतु लिखा गया, जिसके क्रम में वन क्षेत्राधिकारी, ऋषिकेश रेंज की पत्र सं0-611/12 दिनांक 17-11-2020 के माध्यम से केन्द्रीय विद्यालय द्वारा प्रस्तुत प्रत्युत्तर मय अभिलेखों (छायाप्रति संलग्न) के संलग्न करते हुए इस कार्यालय को प्रेषित किया गया है, जिसमें उल्लिखित है कि केन्द्रीय विद्यालय की स्थापना आई0डी0पी0एल0 के अनुरोध पर केन्द्रीय विद्यालय संगठन के द्वारा वर्ष 1978 में की गयी थी। वर्ष 2000 में यह विद्यालय आई0डी0पी0एल0 की वित्तीय स्थिति ठीक न होने के कारण बंद हो गया था, जिसे स्थानीय जनता के प्रदर्शन के कारण जनहित में उक्त विद्यालय को पुनः सिविल सेक्टर में आई0डी0पी0एल0 की सहमति से 2003 में खोला गया, इस सम्बन्ध में प्रयोक्ता एजेन्सी द्वारा अवगत कराया गया है कि कथित केन्द्रीय विद्यालय के निर्माण कि निमित्त कोई शासनादेश जारी नहीं हुआ है।

अतः उक्तानुसार आख्या अग्रेत्तर कार्यवाही हेतु सादर प्रेषित है।

संलग्नक-उपरोक्तानुसार।

भवदीय

प्रभागीय वनाधिकारी
देहरादून वन प्रभाग, देहरादून।

पत्रांक : 1923 (1)/12-1 तददिनांकित।

प्रतिलिपि : प्रधानाचार्य, केन्द्रीय विद्यालय, ऋषिकेश को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

प्रभागीय वनाधिकारी
देहरादून वन प्रभाग, देहरादून।



केन्द्रीय विद्यालय ऋषिकेश, उत्तराखण्ड – २४९२०२

KENDRIYA VIDYALAYA RISHIKESH, UTTARAKHAND - 249202

CBSE Affiliation No : 3500034 School Code: 84070

Phone No. / दूरभाष : 0135 – 2973317

Website: <https://rishikesh.kvs.ac.in> Email: kvrishikesh.ppl@gmail.com

F-1392350/Land/2020-21/KVR

दिनांक: 06 नवम्बर, 2020

सेवा में,

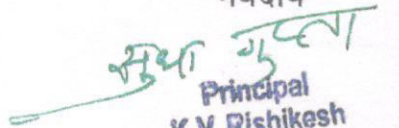
प्रभागीय वन अधिकारी
देहरादून वन प्रभाग
देहरादून

विषय :- केन्द्रीय विद्यालय ऋषिकेश को IDPL द्वारा विद्यालय संचालन सम्बन्धी प्रदत्त पत्र के सम्बन्ध में।
महोदय,

केन्द्रीय विद्यालय ऋषिकेश की भूमि हस्तान्तरण का प्रस्ताव आपके अधीन विचाराधीन है इस सम्बन्ध में आपको अपर प्रमुख वन संरक्षक एवं नोडल अधिकारी द्वारा प्रेषित पत्र संख्या – 1173/FP/UK/SCH/40755/2019 DATED :- 17/10/2020 के सन्दर्भ में आपको सूचित किया जाता है कि केन्द्रीय विद्यालय ऋषिकेश की स्थापना IDPL के अनुरोध पर केन्द्रीय विद्यालय संगठन के द्वारा 1978 में की गयी थी। वर्ष 2000 में यह विद्यालय IDPL की वित्तीय स्थिति ठीक न होने के कारण बंद हो गया था। तदुपरांत स्थानीय जनप्रतिनिधियों की मांग एवं जनता के प्रदर्शन के कारण जनहित में इस विद्यालय को पुनः सिविल सेक्टर में IDPL की सहमति से 2003 में खोला गया। विद्यालय के बंद होने एवं दुबारा खुलने के सम्बन्ध में हमारे पास IDPL द्वारा प्रदत्त निम्न पत्र उपलब्ध है।

कृपया इन संलग्न पत्रों का संज्ञान लेते हुए बच्चों के हित में विद्यालय के शीघ्र निर्माण में सहयोग प्रदान करने की कृपा करें।

भवदीय


Principal
K.V. Rishikesh
(सुधा गुप्ता)
प्राचार्या

संलग्न :-

1. उपरोक्त के सम्बन्ध में उपलब्ध पत्र

इण्डियन ड्रग्स एण्ड फार्मास्यूटिकल्स लिमिटेड

(भारत सरकार का उपक्रम) वीरभद्रा, 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/2000-188

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, was ever
inter u.

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 गुडगांव रोड, गुडगांव-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

Annexure I

इण्डियन ड्रग्स एण्ड फार्मास्यूटिकल्स लि०
(भारत सरकार का संस्थान)

वीरभद्र - 249202 (ऋषिकेश), उ० प्र०

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

टेलिक्स : ~~0586-241~~ 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 ~~0586-241~~ Cable : INDRAPHARM

No.IDP(R)/Gen.Admn./K.V./Conversion/96/293

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.

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,

(N. Choudhary)

General Manager/Chairman, VMC

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

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

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

1- matter has not yet been settled. We may request the IDPL to continue school till a specific decision is taken.

Admission class also to be done as was followed previously

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.

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

viii) 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 water work}

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 damage 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 ~~any~~ MAJOR like fire, tempest, earthquake, 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 Dehradun Court alone.

xiv) The entire civil and electrical fixtures, furniture and other assets lying in the Vidyalaya building will be handover 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 IOP, whose decision shall be binding on both the parties.

in the jurisdiction of Dehradun Court.

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. 72,48,673.00

Return on property @ 8%

per annum on Rs. 72,48,673.00 = Rs. 6,56,825.80

Monthly rent : $\frac{6,56,825.00}{12}$

= Rs. 54,735.00
Say Rs. 54,750.00

...

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 IDPL VIRBHADRA (RISHIKESH)

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

1.

2.

FOR SECOND PARTY.

for approval please

per brd :
6/11/27/10
Daci
1/4

Janak
27/3