

A G R E E M E N T

These Articles of Agreement made this Twenty First day of August, 1980 between the Governor of State of Rajasthan (hereinafter called 'the State Government') of the first part, which expression shall, unless repugnant to its context, mean and include his successors and assigns, the President of India (hereinafter referred to as 'the Central Government') of the second part, which expression shall, unless repugnant to the context, <sup>mean and</sup> include his successors and assigns AND the National Institute of Ayurveda, Jaipur, a Society registered under the Societies Registration Act, 1958 (hereinafter referred to 'the Institute') of the third part which expression shall, unless repugnant to the context, mean and include its executors, administrators and assigns;

WHEREAS an Ayurvedic College known as Government Ayurvedic College, Jaipur and its attached hospitals, had been running under the management and control of the State Government;

AND WHEREAS with a view to ensure better management of the said College and its attached hospitals, to provide improved facilities for teaching and research in Ayurveda and to provide better facilities for the treatment of patients by Ayurvedic System of Medicine, it has been agreed to by and between the State Government, the Central Government and the Institute that the management and control of the said College with its attached hospitals be transferred to the Central Government and to the Institute.

Now, therefore, the above three parties, having agreed to the terms and conditions hereinafter contained execute this Agreement to witness as follows:

- (1) The Central Government agrees to provide all facilities, including adequate financial allocation in the opinion of the Central Government needed for running the Institute

with a view to achieve the objects of

- a) running the Institute as a model institution for Post-Graduate and Under-Graduate Ayurvedic education and for improving the professional competence among Ayurvedic practitioners; and
- b) promoting Ayurvedic research towards attainment of proficiency in the Post-Graduate Ayurvedic education.

(2)

The Central Government shall procure the transfer of the Regional Research Institute presently running at Jaipur under the Central Council for Research in Indian Medicine and Homoeopathy (now named Central Council for Research in Ayurveda and Siddha) to the Institute.

(3)

The State Government agreed to provide for the occupation and use of the Institute so long as needed the following properties:

- a) The land and the buildings of the Government Ayurvedic College, Jaipur as well as hostel building and land attached thereto together with its equipments, furnitures and fixtures, etc. as also the land for building of the Rasayana Sala, Library, Laboratory, out-patients Department with attached land, in-patient Department, female ward, Maternity Block and the Hospital, as also the land and building together with equipment, furniture, etc. of the Regional Research Institute for teaching and research activities. The land and building, furniture, etc. which the Regional Research Institute had already been provided with by the State Government and these assets will be deemed to have been made over to the Institute in pursuance of this Agreement;
- b) The land measuring 1,59,345 sq. meters as per details in Appendix-I hereto;
- c) The lands and buildings of Seth Surajmal Bombaywala Government Ayurvedic Hospital, Jaipur.

, subject to the conditions of the deed of gift dated the 17th September, 1977 between the State Government and the Trustees of Seth Surajmal Bombaywala Government Ayurvedic Aushadhalaya, Jaipur.

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(4)

The value of the total assets being provided to the Institute is as follows:

a) Building and attached lands of the college and hospitals	Rs. 94,75,400/-
b) Newly allotted land for staff quarters and herbal farm measuring <del>about</del> thirty acres	Rs. 81,00,000/-
c) Equipment and all other moveable assets	Rs. 15,00,000/-
	<u>Rs. 1,90,75,400/-</u>

(5)

The ownership of the land, the building and the equipments, etc. which are handed over by the State Government to the Institute shall continue to vest in the State Government and these assets shall revert to the State Government in case the Institute ceases to function at Jaipur. The Institute shall have no right to transfer, alienate or otherwise dispose of these lands, the buildings and the assets.

(6)

The buildings so transferred will be properly maintained by the Institute and the expenditure on their maintenance shall also be borne by them. The rates, taxes, cesses, if any, shall also be paid by the Institute. The electricity charges and the expenses of water supply shall also be borne by the Institute.

(7)

New constructions, additions, and alterations, if any, shall be made by the Institute. Such constructions, additions, or alterations, shall be made in conformity with the laws, rules, bye-laws, applicable to them.

(8)

The equipment, furniture, fixtures, library and the laboratory, etc. so transferred, shall be maintained properly by the Institute and the items that become unserviceable in due course of time shall be replaced by the Institute at their cost.



(9)

In the event of the Institute being closed, the existing assets as well as the assets created subsequently by the Institute including buildings shall be handed over to the State Government without any charges being made.

(10)

The existing activities of the Government Ayurvedic College and its attached hospitals, being transferred to the Institute shall, however, not suffer in any way and any changes therein shall only be affected by a decision of the Governing Body.

(11)

The State Government agrees to pay the Institute annually an amount of Rs. 13.68 lakhs as recurring grant-in-aid representing the yearly expenditure incurred by the State Government on the Government Ayurvedic College and Seth Surajmal Bombaywala Hospital on the date of transfer. The State Government also agrees to pay trend increase @ 5.5% on the above amount upto the end of the Sixth Plan period.

(12)

The State Government agrees to provide 75 bighas of land<sup>①</sup>, needed by the Institute for staff quarters of the employees of the Institute and also to provide 30 acres of land for cultivation of herbal plants by the Institute. The Institute shall also be provided with the Guggulu Farm at Mangaliawas, District Ajmer, by the State Government for experimental use only. The property rights of this Guggulu Farm shall continue to vest with the State Government.

① equivalent  
to about  
6 acres  
of land

*Transferred*

Ministry of Health & Family Welfare

(13)

All the employees of the State Government working in the Government Ayurvedic College at Jaipur and its attached hospitals and institutions on the date of transfer, shall provisionally stand transferred to the

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Institute. They shall be given an option to be absorbed in the Institute. Pending exercise of option and final absorption in the Institute, the staff shall be treated as on deputation to the Institute but no deputation allowance shall be paid.

- (14) All the regular State Government employees of the two Government Ayurvedic Colleges at Jaipur and Udaipur, who are members of the common cadre of the Department of Ayurveda, shall be given option and those who opt for the Institute services shall be transferred to the Institute provided the persons concerned possess the requisite qualifications and experience as per approved recruitment rules and are approved for absorption in the services of the Institute by a duly constituted Screening Committee.
- (15) The terms and conditions of services of the State Government employees transferred to the services of the Institute shall not be less advantageous as compared to the conditions of services under the State Government.
- (16) Recovery of Government Dues: The State Government servants transferred to the Institute shall continue to be liable to pay all dues due to the State Government at the time of their transfer and the Institute shall effect recovery thereof on behalf of the State Government and remit the same to the State Government.
- (17) The stamp duty, registration fee and the expenses incidental thereto on this agreement shall be payable by the State Government.




APPENDIX - I

Allotment of land to the National Institute of Ayurveda,  
Jaipur

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Particulars of land

Area in Sq. Meters

1. Land in the forest  
area of Badanpura  
(Jaipur)  
Khasra No. 182

25,293

2. Land in the forest  
area of Badanpura  
(Jaipur)  
Khasra No. 183

12,646

3. Land in the forest  
area of Jhalana  
Doongri  
Khasra No. 46

1,21,406

Total:

1,59,345

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(18) The agreement shall be deemed to have come into force from 1st day of June 1970.

In witness whereof this Agreement has been signed on the day and year mentioned above by the parties thereto.

(KRIPA NARAIN)  
 Secretary to the Govt of India  
 Ministry of Health and Family Welfare

*Kripa Narain*

Secretary to the Government of India,  
Ministry of Health  
And Family Welfare  
(For and on behalf  
of the President  
of India)

(Second Part)

WITNESS

(S. V. ...)

Ministry of Health and Family Welfare

*ISSANIS ...*

Secretary to the Government,  
Medical and Public  
Health Department  
(For and on behalf  
of the Governor of  
Rajasthan)

(First Part)

WITNESS

(R. ...)

Ministry of Health and Family Welfare

*2/8/80*

Member-Secretary,  
Governing Body,  
National Institute  
of Ayurveda, Jaipur.

(Third Part)

WITNESS

(J. C. DAS)

Public Officer

Ministry of Health and Family Welfare

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