LAND ALLOTMENT POLICY AND PRICING POLICY

AP Industrial Corridors Infrastructure Development Corporation Limited (APICDC)

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PART A
LAND ALLOTMENT POLICY OF
AP Industrial Corridors Infrastructure Development Corporation Limited (APICDC)

CHAPTER 1 – INTRODUCTION

ABOUT NATIONAL INDUSTRIAL CORRIDOR DEVELOPMENT PROGRAM (NICDP)

National Industrial Corridor Development Program (NICDP) is an ambitious infrastructure program of the Government of India designed to develop integrated industrial ecosystems that drive manufacturing excellence, innovation, and economic growth. Implemented through National Industrial Corridor Development Corporation (NICDC) and monitored by the National Industrial Corridor Development and Implementation Trust (NICDIT), the program seeks to build next-generation industrial cities with sustainable infrastructure, advanced connectivity, and investor-friendly governance frameworks. It aligns with the PM Gati Shakti National Master Plan and India's broader vision of becoming a global manufacturing hub.

Under NICDP, smart industrial cities are being developed across industrial corridors. These projects are planned as greenfield developments equipped with world-class plug-and-play facilities, multi-modal logistics hubs, high-speed freight corridors, and single-window clearances. The program plays a vital role in attracting global investment, boosting exports, creating employment, and promoting balanced regional development across India.

ABOUT NATIONAL INDUSTRIAL CORRIDOR DEVELOPMENT AND IMPLEMENTATION TRUST (NICDIT)

National Industrial Corridor Development and Implementation Trust (NICDIT) is an apex body established by the Government of India. Operating under Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, NICDIT is entrusted with providing funding support and monitoring the implementation of projects under NICDP.

NICDIT, chaired by the Secretary, DPIIT, ensures accelerated implementation in collaboration with the State Governments. Its primary role is to coordinate and oversee the development of India's industrial corridors, with the goal of creating smart, sustainable industrial cities that enhance manufacturing capacity, attract investments, and generate employment opportunities.

ABOUT NATIONAL INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION (NICDC)

National Industrial Corridor Development Corporation (NICDC) is a special purpose vehicle established to function as the nodal agency for the planning, development, and implementation of projects under NICDP. It plays a central role in spearheading the development of integrated industrial townships and related infrastructure across identified nodes.

As part of its mandate, NICDC undertakes a broad range of responsibilities, including but not limited to, acting as the project development partner and knowledge partner to NICDIT and the industrial townships developed under NICDP. This includes providing strategic, technical, and institutional support to the respective project stakeholders, such as the township developers, promoters, project-specific Special Purpose Vehicles (SPVs) including AP Industrial Corridors Infrastructure Development Corporation Limited (APICDC), and any other entities engaged in the execution and management of industrial township projects. Through this facilitative role, NICDC aims to ensure the timely and efficient implementation of world-class industrial infrastructure that aligns with the vision of sustainable and investment-ready industrial ecosystems.

ABOUT ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LTD. (APIIC)

The Andhra Pradesh Industrial Infrastructure Corporation Ltd. (APIIC), a wholly owned undertaking of the Government of Andhra Pradesh, was incorporated on 26th September 1973 under the Companies Act. Its genesis lies in the state's strategic vision to accelerate industrial growth through dedicated infrastructure development. APIIC was established to identify and develop potential industrial growth centers across the state, equipped with essential infrastructure such as roads, drainage, water supply, power, and communication facilities.

Over the decades, APIIC has played a pivotal role in facilitating landmark projects including Special Economic Zones, mega industrial parks, and public-private partnership ventures. The Corporation has also been instrumental in promoting social infrastructure, such as housing for industrial workers, thereby fostering inclusive development.

APIIC's vision is to catalyze sustainable industrial development by creating world-class infrastructure and enabling ease of doing business. Its mission is to promote rapid and orderly industrialization by providing comprehensive support to industries through infrastructure, financial assistance, and policy facilitation. The Corporation's objectives include the formulation and implementation of schemes to develop factory sites, sheds, warehouses, and utilities; provision of financial and technical support to industries; and administration of incentive schemes from both state and central governments. Looking ahead, APIIC aims to strengthen its role as a facilitator of industrial transformation by embracing digital governance, expanding plug-and-play infrastructure, and fostering sector-specific clusters in areas such as electronics, textiles, food processing, and petrochemicals. Through strategic partnerships and visionary leadership, APIIC is poised to drive Andhra Pradesh's emergence as a premier investment destination in India and the broader Asia-Pacific region.

ABOUT AP Industrial Corridors Infrastructure Development Corporation Limited (APICDC)

AP Industrial Corridors Infrastructure Development Corporation Limited (APICDC) ("Company") is a Joint Venture Company established pursuant to the Shareholder's Agreement executed between National Industrial Corridor Development and Implementation Trust (NICDIT) representing Government of India and Andhra Pradesh Industrial Infrastructure Corporation Ltd. (APIIC) representing Government of Andhra Pradesh with 50% shareholding by each and having its registered office in 1st Floor, IHC Corporate, Plot No 3,4, & 6, Industrial Park, Mangalagiri, Mangalagiri, Guntur- 522503, Andhra Pradesh, India.

The Company was incorporated on 07.08.2018 under the provisions of the Companies Act, 2013 having CIN U45200AP2018PLC108963.The Company is engaged to carry on the business of development, implementation and maintenance of an Industrial Township Project, Trunk Infrastructure and the Strategic Projects at Krishnapatnam Industrial Node, Tirupati district, under Chennai-Bangalore Industrial Corridor; Orvakal Industrial Node, Kurnool district, under Hyderabad Bangalore Industrial Corridor; Kopparthy Industrial Node, Kadapa district, under Visakhapatnam-Chennai Industrial corridor and other upcoming nodes in the state of Andhra Pradesh.

The Board of Directors of APICDC consists of three (3) directors from APIIC, GoAP, three(3)Directors from NICDIT, GoI and two (2) Independent Directors, in accordance with Shareholders Agreement (SHA), State Support Agreement (SSA) dt. 29/11/2017 and G.O.Ms.No.67, of Industries & Commerce Department dt.06/09/2021:

SPV Board Member	Position
Special Chief Secretary to Govt, I&C Dept, GoAP	Chairman
VC & MD, APIIC Limited	Managing Director
Additional Commissioner, APICDA	Director
Nominated Member from NICDIT	Director
Nominated Member from NICDIT	Director
Nominated Member from NICDIT	Director
Nominated Independent Director	Independent Director
Nominated Independent Director	Independent Director

The Board is to be chaired by the Secretary I&C Department, Government of Andhra Pradesh.

LAND MANAGEMENT

Land comprised in APICDC have been acquired by Government of Andhra Pradesh as per the land acquisition procedure prescribed under the Land Acquisition, Rehabilitation and Resettlement Act, 2013 and subsequent modifications. As per CCEA Approval, GoI, the following extent of lands are earmarked for infrastructure development across three nodes viz.,

Node	Extent Earmarked (in Acres)	Extent Transferred (in Acres) (as on date of the policy)
Krishnapatnam	2,500.49	2,139.15 **
Orvakal	2,621.15	1,292
Kopparthy	2,595.74	878

***APIIC initially transferred a land parcel admeasuring 2,139.15 acres to the Company on a 99-year lease basis within the Krishnapatnam Industrial Node. Subsequently, APICDC, in its 27th Board Meeting held on 27.08.2024, approved conversion of the said leasehold arrangement into an outright sale model. Accordingly, Government of Andhra Pradesh, vide G.O.Ms.No.25 dated 18.02.2025, approved transfer of the Activation Area land admeasuring 2,500.40 acres from APIIC to APICDC (SPV) on an outright sale basis through a registered sale deed by cancelling the earlier executed lease deed, and subsequently vide G.O.Ms.No.125 dated 17.02.2026, granted exemption of stamp duty for the said land transfer.*

The Board is empowered to formulate various policies and systems for the Company. All decisions related to the determination of charges and fees (such as application, processing, etc.), infrastructure, expenditure, land pricing, and other related matters shall be made by the Board.

Applications for land allotment across segments within APICDC shall follow a two-tier review process. At the first stage, the Screening Committee (SC) constituted by APICDC shall examine applications for their completeness and eligibility in accordance with this Land Allotment and Pricing Policy ('Policy'), within 60 (sixty) days from the date of complete submission thereof. Applications recommended by the Screening Committee will then be placed before the Land Allotment Committee (LAC), constituted by APICDC, which shall have the authority to accept or reject any Application in accordance with the Policy, without prejudice to its inherent right to reject any Application without assigning any reason.

PURPOSE & OBJECTIVES OF LAND DISPOSAL POLICY

This Policy is a framework that would assist not only APICDC but also to the beneficiary i.e., end- user with respect to Plot allotment, development process and disposal in the following manner:

- Enable APICDC to streamline the process of land allotment and disposal.
- Ensure equitable, flexible and transparent policy which enables efficient disposal of land and in turn serve the needs of a diverse pool of industries and entrepreneurs.
- Act in support of development of land and economy growth and providing for infrastructure and housing facilities.
- Assist in land use, town planning and land management system.
- To create infrastructure that can effectively mitigate negative impact on the

environment.

- To put in place the necessary support and public infrastructure to allow sustainable development of APICDC.
- To ensure legitimate use of Plots, to manage post allotment activities such as assignment of Plots, sub-letting of Buildings, transfer of sale rights, change in constitution etc. to the allottees and their assignees.

DATE OF PUBLICATION AND APPLICABILITY

The Board of Directors of APICDC at its 39th (Thirty Nineth) Board meeting held on 12th June 2026 has adopted and approved this Land Allotment and Pricing Policy of APICDC.

CHAPTER 2 – DEFINITIONS

"Applicant" means any person including a group of individuals under Indian Partnership Act 1932 or a company registered under the Companies Act, 1956/2013 or Limited Liability Partnership Act 2008, or cooperative institution, or a body corporate under any Act or an association of persons, a trust, who has/have made an application to APICDC for allotment of a Plot and includes a Bidder or a Tenderer.

"Authorized Person" means a person who can sign all the documents and perform all acts for and on behalf another person and so authorized in writing.

"Allotment" means allotment of Plot/land /Building in favour of Applicant/ Bidder/Tenderer for performing such activities, as prescribed in this Policy.

"Allottee" means an Applicant/Bidder /Tenderer in whose favour Allotment is made.

“Anchor Client” is defined as the lead investor in the designated industrial park whose brand value & potential for backward and/or forward linkages shall stimulate further investment in the Industrial Park/Industrial area. The anchor Industry shall bring a minimum investment of Rs.500 Crores or employing more than 500 persons.

"Apartment" means residential premises or flat constructed on a Residential Plot in accordance with the laws prevailing in the APICDC or any amendments or modifications made thereto.

"BCC" means Building Completion Certificate.

"Bidder" means an Applicant who submits a bid to APICDC for Allotment of Plots/Buildings under the E-Auction process.

"Board" means the Board of Directors of APICDC.

"Building" means any built-up structure or erection or any part thereof and includes a gala, shop, godown, shed, office premises, residential flats etc. constructed on the Plot.

"Committee" means the Land Allotment/Screening Committee adopted by APICDC.

"Competent Court" means District Court, Magistrate Court, City Civil Court, Small Causes Court, High Court, Supreme Court of India, tribunal, board, commission including but not limited to Debt Recovery Tribunal, Securities and Exchange Board of India, National Company Law Tribunal or any other forum or tribunal competent to adjudicate any disputes in India.

"Deed of Sub Let" means a deed executed between the Allottee and the Occupant for sub-let/use as business centre of a Building or part thereof by the allottee in favour of the Occupant in terms of this Policy.

"DPR" means Detailed Project Report.

"Earnest Money Deposit (EMD)" means a certain percentage/amount of Premium, as may be prescribed by APICDC, to be paid by a Bidder/ Tenderer/allottee to APICDC at the time of submitting a bid or tender or application for Allotment of Plot under chapter 4.2.

"Economically Weaker Sections (EWS)" means the households having an income up to Rs.3,00,000 (Rupees Three Lakh) annually as prescribed under the Pradhan Mantri Awas Yojana Scheme.

"Expansion Plot/area" means an additional plot/area required by an existing Allottee for expansion of its activity which has been carrying out from its existing Plot.

"Family" means Allottee's father, mother, spouse, brothers, sisters and children.

"IT/ITES" means the Information Technology and Information Technology Enabled Services as prescribed by the Government of Andhra Pradesh from time to time.

"Land" means the project land which forms part of APICDC for the purpose of this Policy.

"Land Rates" means the base price per square meter /acre of the Plot or Building as prescribed by APICDC from time to time.

"LLP" means a Limited Liability Partnership formed under the provisions of Limited Liability Partnership Act. 2008 and Rules made there under.

"Master Plan" means the master plan prepared by APICDC for the projects under the purview of the SPV including any modification/revision thereof.

"APSPCB" mean AP State Pollution Control Board.

"MSME," - As per MSME Development Act, 2006 as detailed below:-

SI No	Category of Industries	As per Union Budget 2025 -26**
1	Micro	Investment ≤ ₹2.5 crore and Turnover ≤ ₹10 crore
2	Small	Investment ≤ ₹25 crore and Turnover ≤ ₹100 crore
3	Medium	Investment ≤ ₹125 crore and Turnover ≤ ₹500 crore

*** Subject to change from time to time, as may be applicable.*

Large, Mega and Ultra Mega - as per extant New Industrial Policy, Andhra Pradesh as detailed below:-

SI No	Category of Industries	Minimum Total Capital Investment Amount (INR Crore)
1	Large	501 to 1000
2	Mega	1001 to 5000
3	Ultra-Mega	More than 5000

"Occupant" means a person, partnership firm, LLP or entity in whose favour a sub-let / license of a Building is granted by the allottee.

"Physically Handicapped Person/ PHP" means a person with disabilities determined as such under clause 2 (t) of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (it shall mean a person suffering from not less than forty percent of any disability as certified by a medical authority).

"Plot" means a piece or parcel of Land which has been enclosed and demarcated with boundaries and in respect of which a plot number has be designated.

"Processing Fee" means a non-refundable fee (plus applicable taxes) payable by each Applicant/Bidder/Tenderer at the time of filing an application/bid/tender for Allotment of Plot or for any permission/approvals/restoration etc. from APICDC.

"Premium" means the price payable by Allottee to APICDC for Allotment of plot in favour of Allottees.

"Premium Transfer Charges" means the transfer charges levied by APICDC for Transfer of allotment/ sale rights. Such rates may be prescribed by APICDC from time to time.

"Public Institution" means institution, society, trust etc. registered with charity commissioner as charitable trust for charitable purpose.

"Service Charges" means charges (plus applicable taxes) levied by APICDC to cover its administrative expenses, maintenance of road, drainage, water supply and such other services and amenities as may be provided by APICDC for maintaining an up keeping in good condition the external and/or internal services including office establishments.

"Sub Let/Sub Letting" means sublet, license, business conducting or any other mode of use and occupation of a Building or any part thereof by the allottee in favour of the Occupants in terms of this Policy.

"Tenderer" means an Applicant who submits a tender to APICDC for Allotment of Plot / Building under the E-Tender process.

"Token Amount" means a certain percentage of Premium as may be prescribed by APICDC, to be paid by the Applicant at the time of submitting Applications under clause 4.3.

CHAPTER 3 – LAND ALLOTMENT COMMITTEES

All decisions relating to Applications for land allotment across segments within APICDC shall follow a two-tier review process. At the first stage, the **Screening Committee (SC)** constituted by APICDC shall examine applications for their completeness and eligibility in accordance with this Land Allotment and Pricing Policy ('Policy'), within 60 (sixty) days from the date of complete submission thereof. Applications recommended by the Screening Committee will then be placed before the **Land Allotment Committee (LAC)**, constituted by APICDC, which shall have the authority to accept or reject any Application in accordance with the Policy, without prejudice to its inherent right to reject any Application without assigning any reason.

3.1 SCREENING COMMITTEE - Consisting of officers of Company. Committee will be entrusted with the responsibility of screening all Applications and recommend the same to Land Allotment Committee / Board of directors for allotment of land. The composition of the Committee will be as follows:

S.No	Designation	Members
1	Director *(on the board of APICDC representing APIIC)*	Chairman
2	Chief Engineer, APICDC	Member
3	Chief Financial Officer (CFO), APICDC	Member
4	Company Secretary, APICDC	Member
5	Chief General Manager, Asset Management, APIIC Ltd **	Convenor
6	Any other expert recommended by MD	Member

*** Services of CGM, Asset Management, APIIC Ltd will be utilised till the appointment of full-time resource on the roles of APICDC.*

3.2 LAND ALLOTMENT COMMITTEE - Chaired by Chairman of Company consisting of following members:

S. No	Designation	Members
1	Chairman, APICDC	Chairman
2	Managing Director, APICDC	Member
3	One nominee from NICDIT	Member
4	Chief Engineer, APICDC	Member
5	Chief Financial Officer, (CFO), APICDC	Member
6	Company Secretary, APICDC	Member Secretary

This committee is an approving authority for allotment of land up to 50 acres, approval of projects, sanctioning incentives/concessions as per the Industrial Policy of the State.

Land allotment Committee may call officers from various departments like power, water supply, fire, planning authority etc. as invitees based on the requirements.

3.3 BOARD OF DIRECTORS:

The Board of directors of Company will be approving authority for allotment of land more than 50 acres, approval of projects and sanctioning incentives /concessions as per the extant Policy of the State.

3.4 PRICE FIXATION & INFRASTRUCTURE COMMITTEE (PF&IC):

To support the Land Allotment Committee & Board of Directors in executing its functions, Managing Director may constitute a recommendatory body, called Price Fixation & Infrastructure Committee (PF&IC) comprising of following members to recommend the allotment price of land parcels/plots in the industrial node:

S.No.	Designation	Members
1	Director (on the board of APICDC representing APIIC)	Chairman
2	Chief Engineer, APICDC Ltd.	Member
3	Chief General Manager, Asset Management, APIIC Ltd. **	Member
4	Chief Financial Officer, (CFO), APICDC Ltd.	Convenor
5	Zonal Manager (Respective Industrial Node), APIIC Ltd.	Member
6	Any other expert recommended by MD	Member

Roles & Responsibilities of PF&IC:

- **Pricing & Valuation:** Recommend allotment price, reserve price (including for e-auction/bidding), identification of premium plots, and periodic revision of land prices in industrial nodes being developed, based on demand, location, accessibility, and market parameters.

- **Monitoring & Review**: Review progress of infrastructure works and implementation status of live allotments on a periodical basis, based on periodic progress reports.

- **Advisory & Oversight**: Function as a recommendatory body, proposing corrective actions to the MD, APICDC whose recommendations shall be recorded with reasons and placed before the Board for approval.

CHAPTER 4- LAND ALLOTMENT PROCESS

4.1 CATEGORIES OF LAND USE

APICDC has prepared Masterplans for the projects under the purview of the SPV keeping in perspective, outlook on overall industrial scenario, requirement of social amenities viz, housing, public amenities like schools. hospitals etc. As per the Master Plan, the following land use categories have been identified by APICDC in relation to which this Policy has been framed:

- Industrial (Anchor/Mega/MSME's etc.)
- Residential (including Worker's accommodation/EWS)
- Commercial (Offices)
- Banks IT/ITES
- Retail
- Hospitality
- Educational Institutes (schools/colleges/training institutes etc.) Health care Facilities
- Convention Centre
- Vocational Training Institutes/Skill Development Institutes Open Spaces, Parks & Gardens
- Supplementary Amenities Police Stations. Fire Brigades, Telephone Exchange, Post office, Bus Stand etc.
- Amenities-parking, weigh bridges, petrol pumps etc.
- Warehousing and storage
- Such other activities and services as may be prescribed by APICDC from time to time.

4.2. METHOD OF ALLOTMENT

Subject to category of use, all industrial and residential Plots shall be on Outright sale basis by APICDC.

<u>The following section highlights various methods of Allotment which have been</u> adopted by the Board of APICDC subject to availability of land/plot buildings:

a. ALLOTMENT BY INVITING ON-LINE APPLICATION – APPLICATION PROCESS

(a) The Applicant shall first register itself with Single Desk Portal (SDP) of APICDC with a valid email-id and mobile number.

(b) The prospective Applicant shall file an online Application after registering itself on SDP and submit necessary documents/ information and pay the requisite Processing Fees and Token/EMD Amount on-line as may be indicated / directed on the website.

(c) The Applicants, whose applications are complete and in order, will be invited for interview before the Screening Committee within 21 days from the date of complete submission thereof. Selection of the Applicant for an interview before the Committee will also be based upon the parameters as may be prescribed by APICDC from time to time.

(d) The information as to the outcome of the interview (accepted or rejected or deferred) will be available on the website of APICDC. In case the Application is rejected by the Committee, the Token/EMD Amount will be refunded by APICDC to the Applicant upon a claim being made by the Applicant for such refund.

(e) In case the Application is rejected by the Committee after a period of 21 days from the date of complete submission of documents, the Token/EMD Amount will be refunded to the Applicant with an interest as per the annual savings account interest rate as prescribed by the State Bank of India from time to time, which shall be computed after the day from the date of complete submission of documents by the Applicant, up to the date of intimation of rejection to the Allottee.

(f) After sanction of the Application, an Allotment Letter in the form (Annexure-I) as may be prescribed by APICDC on its website from time to time will be issued in favour of the Applicant.

(g) The Plot will be Allotted on an '*as is where is'* basis.

b. ALLOTMENT BY SPECIAL INVITATION – SPECIAL INVITATION PROCESS

a) APICDC may invite certain Applicants or certain categories of Applicants to apply for Allotment of certain special category of Plot (especially hospitality / convention centre etc.) in their favour.

b) The process of submitting an application, interview before the Committee, Allotment of Plot as mentioned in the Application process in paragraph 4.2 (A) above, will also be applicable to Special Invitation process.

c) The Plot will be Allotted on an "*as is where is*" basis.

c. ALLOTMENT BY E-AUCTION – E-AUCTION PROCESS

a) Plot may also be allotted by APICDC by way of an e-auction through public advertisement in a prominent daily newspaper and/or its website on the basis of predetermined reserve price and / or other considerations as may be prescribed by APICDC.

b) The procedure for auctioning under the E-Auction process, eligibility criteria for Bidders to register and submit their bids, the prescribed Processing Fees and EMD to be paid shall be uploaded on the website of APICDC.

c) Plot may be inspected in consultation with the authorized representative of APICDC.

d) Pursuant to submission of bids, APICDC will publish a date and time on its website for conducting the auction at the office of APICDC or such other place as may be prescribed by APICDC on its website.

e) APICDC shall have the absolute right to accept or reject (including the highest bid) any bid or bids without assigning any reason or withdraw any Plot from the auction at any stage.

f) The name of the highest Bidder will be displayed on the website of APICDC, and an Allotment Letter will be issued in its favour in the form as may be prescribed by APICDC on its website from time to time.

g) The Plot will be Allotted on an *"as is where is"* basis.

h) In case the highest Bidder whose bid has been selected by APICDC, withdraws its bid, then APICDC shall be entitled to forfeit the entire EMD paid by such Bidder. In such a case, Land Allotment Committee/Board of Directors as the case may be, reserves the right to make a decision regarding the allotment.

i) APICDC shall refund the EMD to the unsuccessful Bidder without any interest upon a claim being made by such Bidder for such refund.

4.3. EVENTS POST ALLOTMENT LETTER AND UPTO EXECUTION OF SALE AGREEMENT

a) **Processing fee**: The applicant has to pay a non-refundable processing fee of 0.1% of the Allotment Price of the selected industrial plot/ land parcel or Rs.1,000 (Rupees one thousand) whichever is higher.

b) **Earnest Money Deposit (EMD)/Token Amount**: The applicant has to pay a refundable deposit of 10% of the Allotment Price of the selected industrial plot. In case the application is cancelled before allotment, the EMD shall be automatically refunded to the applicant within 7 working days without any interest. Further in case the application is approved, the EMD shall be adjusted with the allotment price and same shall also be mentioned in the provisional allotment letter.

c) As part of Ease of doing business the allottee can avail various payment options for paying the allotment price as per the table summarized below. The applicant can select the preferred payment option at the time of filling of online application for allotment of selected plot/ land:

Option	Payment Options – Upfront	Payment Options – Balance
1	100% of Allotment Price	Nil
2	50% of allotment price	From the Date of Allotment, • Balance fifty percent (50%) will be paid in four (4) equal half yearly installments with Ten percent (10%) of interest per annum. (or) • Balance fifty percent (50%) will be paid in Six (6) equal half yearly installments with twelve percent (12%) of interest per annum.

3	Only for SC/ST: 25% of allotment price	From the Date of Allotment, Balance Seventy-five (75%) will be paid in eight (8) equal annual installments with eight percent (8%) interest per annum.

d) All allotments are made at the rate applicable as on the date of filing the valid application. Any revision of cost, during the intermittent period of the date of filing the application and the date of convening of allotment committee in which the said applications are considered is not applicable. Any delay in convening the Allotment Committee shall not affect the applicant who has filed the application in full shape.

e) The applicant shall have a maximum time of 60 days from the date of issuance of provisional allotment letter to make the payment. 5% discount shall be given if full payment is made within 60 days.

f) Further the allottee can avail additional time of 30 days with an applicable interest rate of 9% or as amended from time to time by the Board.

g) In case the allottee doesn't pay within the stipulated time of 90 days, the allotment will be summarily rejected, and the payment made (if any) will be refunded within seven (7) working days. However, the token/EMD amount or INR 5 lakhs, whichever is less shall be forfeited. Exceptions, if any to this process must be approved by the competent authority.

h) APICDC upon receipt of full allotment price as per the conditions of the provisional allotment letter shall issue Final Allotment Letter as per **Annexure-I** and thereafter execute the Sale Agreement as per process detailed in Chapter – 6 on Post Allotment Activities.

i) If the allottee fails to pay the balance allotment price based on the payment option selected, then the allotment shall stand automatically revoked on the expiry of 90 days from the due date without any further notice and the APICDC shall forfeit 100% of token/EMD amount and 10% of allotment price + applicable occupancy charges and refund the balance monies received to the allotee without any interest within a period of 15 days from the date of application in writing being made by applicant for claiming the refund with all original supporting documents.

j) Upon request of allottee for pre-payment of balance allotment price, applicable interest rate shall be charged till the date of pre-payment. Only those allottees who are willing to make the balance payment within one year from the date of Sale of Agreement are eligible for the prepayment option. It is clarified that all payments shall be made through on-line system only.

4.4. ALLOTMENT STRUCTURE, TENURE AND PRICING

a) TENURE

For allotment of lands for non-industrial/non-manufacturing activities, the Board reserves the right to allot lands on lease on case-to-case basis. Subject to approval by the Board, commercial, retail or social amenities shall be leased by APICDC for a duration of 30 (thirty) years or 60 (sixty) years.

b) PRICING

Land Rates for Allotment and sale/lease of Plots will be determined by APICDC Board from time to time on its website. APICDC Board reserves the right to revise the Land Rates & year on year escalation of the Plot in the manner it deems fit and proper.

c) ALLOTMENT OF PLOTS IN PHASES

APICDC will offer Plots for Allotment under various categories in phases keeping in perspective various market and demand Indicators. The details of Plots available for allotment for each category will be available on APICDC website.

CHAPTER 5 - ALLOTMENT POLICY FOR DIFFERENT CATEGORIES

Allotment of Plots for different categories shall be approved as per the Master Plan. The Board at its discretion reserves right to allot lands for commercial, retail, or social amenities on lease basis on case-to-case basis.

5.1 INDUSTRIAL PLOTS

a. Plots reserved for industrial purposes shall be allotted either through (i) Application process, or (ii) E-Auction process. APICDC may endeavor to allot initial 80% (Eighty percent) of Land through Application process and remaining 20% (Twenty percent) of Land through E-Auction process. Approximately ten percent (10%) of the total land area earmarked for industrial use shall be reserved for MSMEs, in accordance with the Industrial Policy of the State, as applicable from time to time.

b. APICDC may offer not more than twenty-five percent (25%) of total saleable industrial area to not more than five (5) anchor clients qualifying as Mega and Ultra-Mega projects, at a rebate of upto twenty-five percent (25%) on the allotment rates, as approved by the APICDC Board. The subsidized rates to be offered to such anchor clients will be prescribed by the Board from time to time.

c. In addition, eligible industries may also avail policy incentives and benefits covered under the Industrial Policy and other relevant policies of GoAP, as applicable from time to time subjected to the approval of APICDC Board, as the case may be.

5.2 RESIDENTIAL PLOTS

a. Allotment of Plots for residential purposes will be primarily through E-Auction process. Allotment may also be made either through (i) Application process, or (ii) PPP mode.

b. Plots reserved for EWS and worker's accommodation may be allotted through any of the above-mentioned Allotment processes.

c. Additional Terms and Conditions of Allotment:
   i. Housing projects with an investment up to Rs.250 crore must be implemented within 4 years from the date of execution of the sale agreement; projects exceeding Rs.250 crore must be implemented within 6 years from the same date.
   ii. Building plans must be approved as per concerned authority Building Regulations.
   iii. Construction shall be limited to affordable housing as per PMAY-2018 guidelines, covering 80% of the total built flats; the remaining 20% may be non-PMAY compliant flats. Independent houses or villas are not permitted in the allotted area. Up to 10% of the allotted area may be used for social infrastructure development, within permissible land utilization norms.

iv. Developers must obtain approval for the development plan from APICDC in accordance with applicable building regulations.

v. NOC shall be issued by APICDC to allottees for availing project loans from banks or financial institutions upon application. Allottees may enter into agreements with prospective apartment buyers post plan approval and APRERA registration. Provision shall be made for issuing NOC by allottees to buyers for availing home loans.

vi. At least 33% of the project must be completed within 50% of the stipulated project timeline. Penalties for delays or unutilized land shall be levied as per the decision of the Board.

vii. Allottees/Developers must arrange for potable water supply until APICDC or Civil Body provides it; the cost shall be borne by allottees.

viii. Occupancy Certificate shall be issued for each completed phase of the project/building.

ix. Sale deed shall be executed only after the occupancy certificate is obtained for the respective phase.

x. Preference in allotment shall be given to companies and employees operating within the project area.

xi. Developers must obtain height clearance from the Airport Authority of India for the proposed buildings.

xii. Solid Waste Management and Sewage Treatment Plants must be established by allottees in accordance with APPCB norms.

5.3 COMMERCIAL, RETAIL & HOSPITALITY PLOTS

a. The Plot reserved for commercial, retail & hospitality and other ancillary purposes by APICDC shall be allotted only through E-Auction process.

5.4 SOCIAL AMENITIES (EDUCATION & HEALTHCARE FACILITIES)

a. Keeping in perspective the importance of education and healthcare facilities, APICDC may offer Plots reserved for these facilities at subsidized rates.

b. The first Plot reserved for Social Amenities (Education & Healthcare Facilities) purpose and ancillary purposes may be offered by APICDC through Application process with minimum eligibility criterion set for Allotment. The details of eligibility criteria will be prescribed by APICDC from time to time on its website. Subsequent Allotment may be made either through (i) Application process or (ii) E- Auction process.

5.5 ALLOTMENT OF PLOTS TO DEVELOPERS FOR STANDARD DESIGN / PRE-BUILT FACTORIES

a. APICDC has reserved certain Plots to be developed by developers as Standard Design / Pre-Built Factories to promote start-up ventures and MSME segment. Plots for such development will be allotted either through, (i) Application process, or (ii) Special Invitation process. Details of eligibility criteria and operational model will be prescribed by APICDC from time to time on its website.

5.6 OPEN SPACES, PARKS, GARDENS

Plots reserved for open spaces, parks and gardens will be Allotted only by Application process. Allotment may be provided on a Lease or PPP process for a definite period for the development and maintenance of the same with advertisement rights. Details of Allotment will be prescribed by APICDC from time to time on its website.

5.7 ALLOTMENT TO PUBLIC / SEMI-PUBLIC AGENCIES

APICDC may offer to or accept offers from State Government, Government of India, Foreign Government, Semi – Government, Local Authorities, Statutory Bodies, Public Sector Undertakings and public institutions as it may decide. The Allotment shall be governed as per pricing identified of various categories of land use.

5.8 CONVENTION CENTER

APICDC may earmark Plots for development of convention centre/s. Detailed development timelines and project description will be prescribed by APICDC from time to time on its website.

5.9 ALLOTMENT OF PLOTS FOR SUPPLEMENTARY AMENITIES

a. Plots will be allotted at industrial rate as may be prescribed by APICDC from time to time to the components listed below:
   i. Telephone exchange
   ii. Post Office
   iii. State Transport Bus Depot
   iv. Hospitals under Employees' State insurance Scheme

b. Plots will be allotted at commercial rate as may be prescribed by APICDC from time to time for the components listed below:
   i. Commercial Banks
   ii. Petrol Pumps
   iii. Offices of Government of Andhra Pradesh and Central Government enterprises related to industrial areas.

c. Allotment of Plots to Fruit and Food processing units / cold storage:
   i. Plots will be allotted at industrial rate to fruits and food processing units, cold storages and other industries in that industrial sector.
   ii. If any cold storage is used for commercial purpose by industrialists, differential land rates, based on the rate of commercial Plots at the time of allotment, will be collected from them. Such clauses will be included in Allotment Letter.

d. Allotment of Plots for the construction of Weigh Bridge:
   i. Number/ size of weigh bridges will be as per the requirement of Master-Plan.
   ii. Plots will be allotted for construction of weigh bridge by E-Auction process at commercial rates.
   iii. Allottees will also be allowed to construct weigh bridges on their own Plots for self-use.

e. Allotment of Plots for Warehousing & Storage Places:

Plots for warehousing & storage will be allotted at industrial rates. APICDC proposes to earmark 5% (five percent) of total industrial area for warehousing & logistics purposes. Plots will be allotted by Application process.

f. Allotment of Plots for Parking:

i. Plots for public parking will be allotted at commercial rates as per the Master Plan.

ii. Land area of the Plots allotted for parking (in the form of built-up space) will be allowed for the following uses in accordance with master plan for:
   (i) Commercial activities such as hotels, petro pumps, etc.
   (ii) Allied activities such as drivers' accommodation, rest rooms, etc.

g. Allotment of Plots for special categories

i. Plots are to be allotted at the rate as shall be decided by the Board from time to time.

   (i) Fire Brigade
      1. A type: Area up to 8,000 Sq. m.
      2. B type: Area up to 6,000 Sq. m.
      3. C type: Area up to 4,000 Sq. m.

      External agency / city management companies will be appointed in due course to provide fire services. The appointment will be on technical basis and details regarding the same will be prescribed by APICDC from time to time on its website.

   (ii) Police
      1. Police Station: Area up to 2,000 Sq. m.
      2. Police Base: Area up to 100 Sq. m. (Ready shed of BUA up to 100 Sq. m. is available, which will be allotted for police base).

   (iii) Government Health Care Centers: Area up to 0.25 Hectares (for every 1,000 people)

   (iv) Public restrooms/ toilets: Area up to 100 Sq. m.

   (v) Government/ Private/ Public Private Partnership (PPP)/ Joint Venture (JV) skill development centers; as per provisions of Master-Plan.

   (vi) Sewage Treatment Plant / Common Effluent Treatment Plant: As per norms prescribed by State Pollution Control Board.

ii. Plots are to be allotted upto 25% (twenty five percent) of prevailing industrial rates for:

   (i) Educational institutions for Physically Handicapped Persons: Area up to 1,000 Sq. m

h. Allotment of Plots to Electricity companies

i. Plot will be allotted upto 25% (twenty five percent) of prevailing industrial rates to State Electricity Distribution Company Limited/ State Transmission Company Limited to build receiving station. All locational charges such as road frontage, corner plots etc. will be waived off.
ii. Plot will be allotted at prevailing industrial rates to other private electricity companies.

i. Allotment of Plots under Priority category

i. Plots will be allotted at combined rate of industrial land rate + road width charges (if applicable) to Applicants under priority criteria.
ii. First 5 (five) mega projects (Anchor clients) limited to 25% of saleable industrial area in each of the projects under the purview of APICDC will be offered subsidy upto 25% (twenty five percent) in land rates.
iii. Components under priority criteria:
    (i) Mega projects approved by Government of Andhra Pradesh
    (ii) FDI companies
    (iii) Industries supplying machineries to defense department
    (iv) Fortune Global- 2000/ Economic Times- 500 companies
    (v) Holding/ subsidiary companies of Fortune Global/ Economic Times companies mentioned in point 4, Forbes Global 2000/ Asia-50/ Asia Best -200 companies and their holding/ subsidiary companies.
iv. To encourage startups, allotments on short term lease basis to first Generation entrepreneurs/SMEs (being Micro & Small Enterprises) may be made up to 10% of the industrial sealable land. The lease terms, including the lease period and deferred payment arrangements, shall be determined by the Board on a case-to-case basis.

j. Replacement / substitution of Plots

Decisions relating to replacement / substitution of Plots will be prescribed by APICDC on case-to-case basis,

k. Allotment of Re-Possessed Plots (Allotted undeveloped Plots that revert to APICDC)

Normal Plot Allotment procedure is to be followed for the Allotment of re-possessed Plots.

l. Allotment of Roadside Space

i. APICDC will get detailed landscaping done for the whole project.
ii. To maintain the uniformity of the landscaping, roadside spaces can be leased for Operation & Maintenance purpose only, under the requirements specified by APICDC and as per the terms and conditions as may be stipulated by APICDC from time to time.
iii. All decisions in respect of the above will be taken by APICDC from time to time.

m. Allotment of Open Spaces

i. APICDC will get detailed landscaping done for projects under its purview.

ii. To maintain the uniformity of the landscaping, open spaces will be leased for Operation & Maintenance purpose only, under the requirements specified by APICDC and as per the terms and conditions as may be decided by APICDC from time to time. No construction will be permitted on open spaces except those specified in DCR. Such Allottees will be granted advertising rights at pre-decided locations with specified sizes.

iii. All decisions in respect of the above will be taken by APICDC.

n. Allotment of Plots to Special Categories

i. **Project Affected Persons (PAP)**

a. Applicable for land acquired by APIIC as per extant State Legislation.

b. Land acquired as per relevant Section of extant State Legislation only for the purpose of continuity is eligible. Linear acquisition for roads, electrical lines, etc. will not be eligible hereunder.

c. 15 % (fifteen percent) of developed land in proportion to land acquired by APIIC for industrial purpose at the compensation rate paid for such acquired land will be granted on 95 (ninety-five) years lease Agreement.

d. Out of this, 5% (five percent) will be allowed for individual residential/ individual commercial use. There is no development time cap on land allotted under PAP scheme.

ii. **Schedule Caste /Schedule Tribe**

a. As per Scheme of Incentives for SC/ST Entrepreneurs (or any modifications or amendments made there to from time to time) prescribed by the Government of Andhra Pradesh, Industries & Commerce Department.

b. There shall be reservation of allotments /plots to an extent of 16.2% to SCs and 6% to STs and such reservation of allotments /plots shall be equivalent to 16.2% and 6% of net allottable area.

c. Rebate of 75% (Seventy Five percent) up to a maximum of INR 25 Lakh (Rupees Twenty Five lakh rupees) on land rates will be offered.

(as per G.O.Ms.No.22, Ind. & Comm. (PROG) Dept., dt.17.02.2025).

5.10 ADDITIONAL COST OF LAND FOR FRONTAGE CHARGES:

a. Frontage Charges (to be levied in addition to Allotment Price)

i. Frontage charges for land parcels/ plots, facing/abutting the National Highways/ the Service Road of the Corporation parallel to the N.H. shall be levied at 20% of the allotment price.

ii. Frontage charges for land parcels/ plots, facing/abutting the State Highways, or the Service Road of the Corporation parallel to the S.H, shall be levied at 15% of the allotment price.

iii. Frontage charges for land parcels/ plots, facing/ abutting District/PWD and ZP roads, or the service road of the Corporation parallel to District/PWD road, shall be levied at 10% of the allotment price.

iv. Even if service roads formed by Corporation divide the land parcels/ plots from the National Highways/State Highways etc., frontage charges shall be levied as mentioned above.

v. In respect of sheds, frontage charges shall be levied as per the rates as may be decided by LAC or APICDC Board.

vi. Frontage charges levied shall form part of the final Allotment Price and shall be recommended by PF&IC while determining the price of the plots/land parcels in industrial node developed by APICDC.

vii. These frontage charges along with the earmarked plots shall be reflected in the website of APICDC.

However, the APICDC Board reserves the right to alter or modify the frontage charges from time to time, including on a case-to-case basis, in the interest of the Company.

b. Premium Plots (to be levied in addition to Allotment Price)

i. Premium shall be levied on plots which are surrounded by roads in following manner: -

a. If the allotted plot is surrounded by approach roads on two sides, then 2% of the prevailing allotment price will be charged as premium.

b. If the allotted plot is surrounded by approach roads on three sides, then 5% of the prevailing allotment price will be charged as premium.

c. If the allotted plot is surrounded by approach roads on four sides, then 10% of the prevailing allotment price will be charged as premium.

ii. If one or more plots are allotted as a single allotment and either of the plots are surrounded by roads on any side, then the premium is to be collected as applicable i.e., 2%, 5% and 10% treating entire allotment as single plot. *E.g. if plot no's 1 to 4 are allotted to a single allottee and either of the plots are surrounded by roads then premium has to be collected on the prevailing land rate of 4 plots put together.*

However, the APICDC Board reserves the right to alter or modify the premium charges from time to time, including on a case-to-case basis, in the interest of the Company.

5.11 PUBLIC PRIVATE PARTNERSHIP (PPP)

APICDC shall from time to time review this Policy and may also develop key social amenities, infrastructure and public utilities like schools, workers' accommodations, training institutes, hospitals, convention centers, recreational spaces etc. on PPP basis. The modalities of PPP structuring will be finalized by the Board in due course on need basis.

CHAPTER 6 - POST ALLOTMENT ACTIVITIES

6.1 ISSUE OF CONFIRMATORY LETTER OF ALLOTMENT

On the receipt of payment as per allotment letter, Company can issue the Confirmation letter of allotment. Enclosed format of confirmatory letter of allotment as **Annexure II**.

6.2 MEASUREMENT OF PLOTS

Pursuant to issue of confirmatory letter of allotment, the Plot will be measured by person nominated by APICDC in the presence of Allottee/Authorized Person of the Allottee. After arriving at the final measurement, the amount of balance allotment price to be paid by the Allottee to APICDC shall be intimated.

6.3 ISSUE OF POSSESSION CERTIFICATE

On the receipt of copy of confirmatory letter of allotment, concerned. APICDC will issue the Possession certificate for the allotted land. Enclosed format of Possession certificate as **Annexure III**.

6.4 EXECUTION OF SALE AGREEMENT

A Sale Agreement will be executed between APICDC and Allottee in the form as may be prescribed by APICDC on its website from time to time, in the manner mentioned in clause above. The Allottee shall register the said document in the office of concerned Sub-Registrar.

Any exemption from stamp duty, if provided under the prevailing State Government policy, shall be extended to the allottees.

6.5 EXECUTION OF SALE DEED*

a. **Micro and Small Enterprises (MSEs):** The Land will be allotted on Sale basis to the MSE Industries as given below:
   i. **'Sale Agreement'** will be executed immediately after the receipt of the allotment price as per the selected payment option incorporating the timelines of the project as per the DPR as evaluated and approved by the APICDC.
   ii. **Final Sale Deed** will be executed after successful implementation of the Project as per the DPR and after achieving the conditions mentioned in C below.

b. **Medium, Large, Mega & Ultra Mega:** The Land will be allotted on Sale basis to the Medium, Large, Mega Industries and as this category involves execution of the projects in phases, following options are provided to the industries.

   i. **'Sale Agreement'** for the entire lands (while the project is being executed in phases) will be executed immediately after the receipt of the allotment price as per the selected payment option duly incorporating the timelines of the project as per the DPR as evaluated and approved by the APICDC for execution of the project proposal in phases.

ii. Final Sale Deed of the entire lands will be executed after successful implementation of the Project in all the phases and after achieving the conditions mentioned in C below.

iii. If entrepreneur prefers for the execution of sale deed of phase-wise lands, Final Sale Deed of the phase-wise lands will be executed after successful implementation of the Project in those respective phases, as per the DPR and after achieving the conditions mentioned in C below.

c. In both the above cases along with successful project implementation the following conditions are to be fulfilled:

i. Issuance of Certificate of Date of Commercial Production (DCP)
ii. Achievement of committed investment as per Sale Agreement
iii. Achievement of committed employment as per Sale Agreement
iv. Construction in minimum 1/6th of built-up area
v. Utilization of minimum 50% of allotted land

** As per Annexure of G.O.Ms.No.117, Ind. & Com. (Infra) Dept., dt.09.11.2023*

d. Any modifications to the Sale Agreement or Sale deed conditions shall be incorporated only after proper assessment and decision by the Board of the SPV.

CHAPTER 7 - CONSTRUCTION POST EXECUTION OF SALE AGREEMENT

7.1 CONSENT FOR ESTABLISHMENT

In case of industrial, commercial and IT/ITES Plots, the allottee shall immediately obtain "Consent for Establishment from State Pollution Control Board and submit a copy of the same to APICDC.

7.2 FIRE NOC, WATER AND POWER CONNECTIONS/FINANCIAL/STP

The allottee shall submit an application to APICDC for obtaining provisional Fire NOC water and power connections, availing financial assistance from Banks / Financial Institutions and STP connections together with such Processing Fees as may be prescribed by APICDC from time to time.

7.3 TO BUILD AS PER AGREEMENT

i. The allottee shall submit to APICDC its building plans for construction of the Buildings on the Plot in accordance with DCR, together with all requisite documents and the Processing Fees as may be prescribed by APICDC.

ii. Allotee shall submit plans for carrying out construction as per applicable Building Rules and Bye laws.

7.4 COMMENCEMENT OF CONSTRUCTION

i. It is mandatory for the allottee (across all categories except SMEs) to commence construction on the Plot within a period of 9 months from the date of receiving possession. For SMEs, the period will be 6 months from date of receiving possession.
(in line with Section 17.3 of G.O.Ms.No.67, Ind. & Comm. (Infra) Dept., dt.24.07.2023.)

ii. In the event the allotee is unable to commence construction on the Plot within the aforesaid period, save and except, if the delay is due to a force majeure event such as war, flood, drought, fire, cyclone, earthquake or any other natural calamity affecting the regular development, the sale agreement will be automatically terminated on the expiry of one year and APICDC will re-enter and resume the possession of the Plot and forfeit the entire Premium paid by the allottee.

iii. The status of construction will be updated quarterly by the allottee in the manner as may be prescribed by APICDC on its website.

7.5 COMPLETION OF CONSTRUCTION

i. <u>Time period</u>

The Allottee (including MSMEs) shall complete construction of the Building on the Plot and obtain and comply with the requirements, within a period of 3 years from the date of possession (or such extended period as permitted under this Policy).

(i) However, in case of construction of residential Building and Standard Design / Pre-Built Factories, Mega and Ultra Mega projects, the Allottee shall complete construction of the Building on the Plot and obtain and comply with the requirements within a period of 5 years from the date of possession.

(ii) Once construction is complete, the Allottee will have to apply for and obtain final Fire NOC, water and power connection and BCC. Relevant Processing Fees for the same shall be paid. In case of industrial Plots, IT/ITES and commercial Plots, the Allottee shall also obtain "Consent to Operate" from State Pollution Control Board before commencing its operations from the buildings constructed on the Plot.

ii. Extension

All applications for EoT shall be scrutinized and approved by the Board of SPV. Any allottee who has not implemented the project as per the timelines, shall have to pay following penalty for EoT.

(i) In case construction is not completed within the stipulated period of years / years, the term may be extended by APICDC at its sole discretion for a period of up to 3 years after payment of the relevant time extension charges as prescribed in this Policy and as may be revised by APICDC from time to time. (2 years of time period as per Section 18.2 of G.O.Ms.No.67, Ind. & Comm. (Infra) Dept., dt.24.07.2023).

(ii) In case the Allottee fails to complete construction of the building within the stipulated time period or within the extended time period (if extension has been granted), then the Sale Agreement shall stand automatically terminated on the expiry of such period and (i) APICDC will re-enter and resume the possession of the Plot, (ii) forfeit the entire Premium paid by the Allottee, and (iii) construction carried out by the Allottee on the Plot shall be retained by APICDC and the Allottee shall not be entitled to claim any compensation for the same.

(iii) Detailed procedure on the extension policy for completion of construction in relation to different categories of land use is set out in Chapter 15 herein below.

7.6 CHANGE IN USE OF PLOT

i. The Allottee shall not be entitled to change the use of the Plot without the prior written permission of APICDC. APICDC shall grant such permission at its sole discretion and subject to such terms and conditions and charges as it may prescribe from time to time.

ii. Further, in case of industrial Plots, the Allottee shall also not be entitled to change the industrial use or activity as permitted by APICDC either at the time of execution of Sale Agreement or anytime thereafter, without the prior written permission of APICDC.

7.7 MODIFICATION, SUB-DIVISION AND AMALGAMATION

i. Minor Modification

The Managing Director may constitute a minor committee to provide recommendations on (i) proposed modifications to the Master Plan, and (ii) alterations to the project layout or changes in land-use plans. All such recommendations shall be submitted to the Board for consideration and approval.

ii. Sub-Divisions

If the Allottee wishes to subdivide the Plot, then it shall pay the requisite Subdivision fee as may be prescribed by APICDC and such sub- division shall be carried out in the manner prescribed under the DCR.

iii. Amalgamation

If the Allottee wishes to amalgamate 2 (two) or more Plots, then it shall pay the requisite fee as may be prescribed by APICDC and such amalgamation shall be carried out in the manner prescribed under the DCR.

CHAPTER 8 - VOLUNTARY SURRENDER (DEED OF SURRENDER)

8.1 After issuance of Allotment Letter and payment of the allotment price, as per the payment option selected and before execution of the Sale Agreement, in case the Allottee voluntarily desires to withdraw/surrender the Allotment, then APICDC shall forfeit the 100% EMD and 5% of the total allotment price paid by the Allottee, and refund the balance amount without any interest to the allottee, within thirty (30) working days of receipt of written intimation from the allottee with respect to such surrender and claim for refund of balance amount along with submission of all original supporting document.

8.2 After execution of the Sale Agreement, in case, the Allottee voluntarily desires to surrender the plot, then APICDC shall forfeit the 100% EMD and 5% of the allotment price paid by the Allottee and refund the balance amount without any interest within thirty (30) working days from the date of vacation of Plot and executes and registers a Deed of Surrender, which shall be in the form as may be prescribed by APICDC on its website from time to time. In case of such surrender, the construction carried out by the Allottee on the Plot shall be retained by APICDC and the Allottee shall not be entitled to claim any compensation for the same.

CHAPTER 9 - ALLOTMENT OF INDUSTRIAL PLOTS FOR EXPANSION PROJECTS

9.1 LAND RATES FOR EXPANSION PLOT

For expansion of activities of an existing Allottee, Expansion Plot is to be allotted at allotment price prevailing as on the date of request.

a. Allotment Policy

i. Applicant should have completed construction on the existing Plot in accordance with the DCR.

ii. Applicant is required to have a fully operational unit in the existing Plot for the purpose of Allotment of Expansion Plot. Following conditions need to be fulfilled by Applicant for the Allotment of Expansion Plot:

(i) BCC for the construction on existing Plot must be obtained by the Applicant.
(ii) Applicant should apply for the Expansion Plot for the expansion of existing business / activity only.
(iii) Existing Plot should be free from subletting (save and except for Standard Design / Pre-Built Factory) and no terms and conditions of Sale Agreement of existing Plot should have been violated.

iii. While allotting Expansion Plot in projects of APICDC, priority will be given to the adjacent Plot holder, but such priority shall not reserve or grant any right to such Plot holder on such Expansion Plot until final Allotment and execution of Sale Agreement. Other Allottees from the vicinity of the Expansion Plot may also be considered for Allotment of Expansion Plot, if they so apply. APICDC will have the final decision regarding Allotment of Expansion Plot. If an Expansion Plot gets more than 1 (one) Applications, Allotment will be based on merit.

iv. It will be mandatory for Applicant who will get Expansion Plot, to complete construction on such Expansion Plot within a period of two (2) years from the date of possession of such Expansion Plot.

v. Expansion Plot and existing Plot of Plot holder will be non-transferrable for a period of _____ years from the date of possession of the Expansion Plot.

vi. Manufacturing / production of same products / activities or same line of products / activities may be permitted on Expansion Plot. APICDC shall have the right to solely decide the type of product / activity to be permitted on the Expansion Plot. Change in production / activity in the existing Plot and Expansion Plot will not
be allowed for _ years from the date of possession of such plot.
Expansion Plot.

vii. If the Plot holder is unable to complete construction and obtain BCC in relation to Expansion Plot within the aforesaid period of years, then in such circumstances provisions relating to extension policy and consequences of termination for not completing construction within the stipulated period as mentioned in this Policy, will also apply in relation to Expansion Plot.

viii. Applications from Applicants of other industrial area(s) outside of APICDC projects for Allotment of Expansion Plot will also be considered, as if it is a fresh application.

ix. Condition no. (vi) above will not be applicable to IT / ITES Parks, Standard Design / Pre-Built Factory.

x. As per DCR, construction on existing Plot should cover fifty percent (50%) of Plot surface. Allotment of Expansion Plots requiring special permission shall be granted or refused by APICDC at its discretion.

xi. Priority category Applicants will get preference for Allotment of Expansion Plot.

b. Documents Required

Documents required to be submitted to APICDC for Allotment of Expansion Plots shall be prescribed by APICDC on its website.

CHAPTER 10 – ASSIGNMENT OF PLOT

Assignment of Sale Agreement Rights by the Allottee will not be permitted.

CHAPTER 11 – LEASE/SUBLEASE OF PLOT

LEASE/SUBLEASE OF PLOT ON CASE-TO-CASE BASIS

Upon submission of the application by the allottee, accompanied by all requisite lease/sublease documentation, the LAC shall review, and the Board may consider the request on a case-to-case basis. Any proposed lease or sub-lease shall be permissible solely in favour of an ancillary entity, sister concern, or subsidiary/subgroup of the original allottee, provided that such entity is engaged in, or its objects are reasonably allied to, the line of business of the original allottee. In the event that approval for the lease/sublease is granted, the original allottee shall continue to bear full responsibility for all obligations and compliance requirements associated with the allotment.

CHAPTER 12 – LEASE/ SUB LEASE OF BUILDINGS

12.1 Buildings constructed for industrial, commercial, IT/ITES, residential, textile industry, etc., may be allowed to further leased/sub leased by the Allottee in favour of Occupants without creating any right, title or interest in the land component of the Plot in favour of such Occupants. Such letting/sub-letting of Buildings may be permitted by APICDC, only if the Allottee is in compliance of all the terms and conditions of its Sale Agreement including the following conditions:

i. The Allottee has completed construction as mentioned in paragraphs 7.5 above.

ii. The Allottee has obtained prior written approval of APICDC for leasing/sub-leasing the building in favour of the Occupant. Application by Allottee and Occupant shall be made in the standard pro-forma prescribed by APICDC.

iii. Allottee shall pay to APICDC such lease/sub-lease charges as may be prescribed by APICDC from time to time.

iv. Building will be permitted to be leased/sub-leased only for the same user / activity as permitted to the Allottee.

v. Allottee will be responsible for registration of Deed of lease/sub-lease and payment of stamp duty and registration fees.

vi. Lease/sub-lease of the buildings shall be permitted during the term of the Sale Agreement and no lease/sub-lease shall be permitted for an aggregate period of more than ten (10) years.

vii. The lessee/sub-lessee shall be primarily responsible to pay Service Charges to APICDC with respect to the building which have been leased/sub-leased.

viii. The occupant shall not be permitted to create any charge or mortgage on the building which has been leased/sub-leased in its favour.

ix. Occupant shall not be permitted to further lease/sub-lease or create any third party right or interest on the building.

x. It is mandatory for Occupant to get all necessary NOC/ approvals from the concerned Government departments for the activity for which the building is leased/sub-leased.

xi. After expiry or earlier termination of the term of lease/sub-lease of the Building, the Allottee shall submit a vacation report to the concerned authority of APICDC within seven (7) days of such expiry / earlier termination, failing which, the Allottee shall be liable to pay such additional charge as may be prescribed by APICDC from time to time.

xii. In case of Plots allotted at concessional rates, maximum fifteen percent (15%) BUA of Building, constructed on the same Plot, may be permitted for lease/sub-lease and not more.

12.2 At the time of issuing lease/sub-lease order, APICDC may inspect the building in order to ensure that there is no lease/sub-lease of balance BUA (excluding area in Sub Let order) without the prior permission of APICDC.

12.3 If lease/sub-lease of any Building is created by the Allottee without prior approval of APICDC, in addition to the lease/sub-lease charges as may be prescribed by APICDC, additional lease/sub-lease charges as may be prescribed by APICDC, will be levied on the Allottee.

12.4 Building constructed on the Plot allotted for industrial activity of automobile body building/spare parts may be leased/sub-leased for commercial use for supplementary activities only such as garage, workshop and showroom, subject to following terms and conditions:

i. Maximum ten percent (10%) BUA on the Plot allotted for industrial activity of automobile body building/spare parts can be leased/sub-leased for commercial use for supplementary activities such as garage, workshop and showroom.

ii. APICDC may revise lease/sub-lease charges prescribed by it from time to time.

iii. It is mandatory for Allottee to keep its existing manufacturing activity operational even after lease/sub-lease of part of the building.

iv. If lease/sub-lease is carried out without prior approval from APICDC, then the Allottee will be liable to pay additional lease/sub-lease charges as may be prescribed by APICDC. This is without prejudice to the right of APICDC to direct the Allottee to completely shut down the activity carried out from the building and evict the Occupant.

12.5 Lease/sub-lease for the purpose of ATM:

Lease/sub-lease of a Building for the purpose of ATM may be permitted By APICDC at the rate as may be prescribed by APICDC and subject to general lease/sub-lease conditions as set out hereinabove.

12.6 Documents required:

Documents required to be submitted to APICDC by the Allottee for lease/sub-lease shall be prescribed by APICDC on its website.

CHAPTER 13 – MORTGAGE

13.1 Allottee is required to seek a prior written consent from APICDC to create mortgage/ charge in favour of banks or financial institution on the Plot or Building, as the case may be. Such mortgage may be created by the Allottee only after execution and registration of the Sale Agreement. Consent may be granted by APICDC subject to terms and conditions and subject to such charges as may be prescribed by APICDC from time to time.

13.2 A Tripartite agreement will be executed between APICDC, Allottee and the bank / financial institution in the form as may be prescribed by APICDC on its website from time to time.

13.3 In case a mortgage/charge is created by the Allottee without obtaining a prior written consent of APICDC or without executing a tripartite agreement or where such consent is granted but the Allottee is found to be in breach of its obligations under the terms of the Allotment Letter or Sale Agreement or the order permitting such mortgage, APICDC shall without prejudice to its right to terminate the Sale Agreement and/or to repossess the Plot and/or adopt any other recourse, or remedy or proceedings, be entitled to recover Transfer Charges from the Allottee.

13.4 If APICDC has granted permission to Allottee to avail loan from bank / financial institution and in case of default in repayment of loan by the Allottee, such financial institution/bank may auction / transfer the Plot or Building to recover its loan with the prior written consent of APICDC. The application for seeking prior written consent of APICDC shall be submitted by the bank / financial institution together with certified true copy of order of Competent Court granting such auction / sale.

13.5 The transferee of such Plot or Building shall pay to APICDC an amount equivalent to five percent (5%) of the differential value of the Land Rates of the Plot or Building prevailing at the time of execution of the Sale Agreement of the Plot and the Land Rates of the Plot or Building prevailing at the time of issuance of transfer order by APICDC to the bank / financial institution.

13.6 Apartment purchasers may also be permitted to mortgage their Apartments for the purpose of availing housing finance for acquiring Apartments subject to the terms and conditions as mentioned above and such additional terms and conditions as may be prescribed by APICDC.

CHAPTER 14 - GUIDELINES FOR TRANSFER OF LAND/PLOT

A. CHANGE IN CONSTITUTION

1) The Allottee to whom the land is sold/allotted/leased should hold interest of not less than 51% till the end of the stipulated period and the following cases will be treated as change in constitution of companies and no transfer charges and difference in the land cost will be levied.

   i) Where an individual or proprietor forms a partnership firm by admitting one or more partners and the original individual or proprietor holds more than 51% interest in the capital of the newly formed partnership firm.

   ii) Where the transfer of plot is from wife to husband, parents to children, brother to brother, sister to sister or vice-versa.

   iii) When along with the members of the family mentioned in (ii) above, the allottee takes an outsider, or, outsiders, who do not hold more than 49% shares in the capital of partnership firm.

   iv) Where a proprietor or partnership company wants to convert the firm into a private limited company and the proprietor or partners of the partnership company holds 51% of the paid-up capital in the new company (a certificate from a Chartered Accountant should be obtained to ascertain this.)

   v) Conversion of private limited company into public limited company due to the turnover, as per the provisions of Companies Act.

   vi) Where the transfer is from one Limited/Private Limited company to another Limited/ Private Limited Company which have common share-holders having 51% of the paid-up capital of each company.

   vii) Where transfer is due to operation of law e.g. by amalgamation of two or more companies under the High Court Order etc.

2) In the event of the allottee reducing its interest/shareholdings either in the Allottee's firm/company or in the newly constituted firm/company below 51% of the total shareholdings of the company, the Allottee shall pay to the APICDC a penalty or revised cost of land as decided by the APICDC from time to time in this regard, provided that, such relaxation shall be permissible if the Allottee has substantially implemented the project.

B. PROCEEDINGS BY BANKS AND FINANCIAL INSTITUTIONS FOR RECOVERY OF DUES.

Whenever the Allottee defaults in payment to financial institutions and such financial institution/s proceed against the Allottee for recovery of its dues, the APICDC reserves the right to determine the necessary course of action, after giving notice. Without prejudice to the powers of the APICDC Board, as mentioned above, the APICDC may permit transfer of ownership/lease rights in favour of the auction purchaser recommended by the financial institution/s, on payment of an amount to the APICDC towards the cost of land through the financial institution/s. The financial institution/s shall be liable to pay the amount mentioned to consider such transfer of ownership/lease rights in the property.

The transfer charges payable for transfer of ownership/lease rights in respect of cases covered in Clause No: A (2) & B are as mentioned below:

If the allotment rate & current rate are same in the Industrial Area	**If the allotment rates are revised in the industrial Area**
a. The new entrepreneur shall pay a penalty of 20% of the total cost paid for the land, provided that, the project is implemented substantially. Allottee should have invested more than 50% of the total project cost [excluding land cost) approved by the concerned Approval Committee/Allotment Committee of the Board, which should be evidenced by a certificate from the financial institutions or from the Chartered Accountants. Also, the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transfer charges.	a. The new entrepreneur shall pay 25% of the difference between the allotted price and the current price, if the project is implemented substantially i.e., Allottee should have invested more than 50 % of the total project cost (excluding land cost) approved by the concerned Approval Committee/ Allotment Committee of the Board, which should be evidenced by a certificate from the financial institutions or from the Chartered Accountants. Also, the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transfer charges.
b. The new entrepreneur shall pay a penalty of 30% of the total cost paid for the land, provided that, project is implemented partially i.e. Allottee have invested more than 25% and up to 50% of total project cost (excluding land cost] approved by the concerned Approval Committee/ Allotment Committee of the Board, which should be evidenced by a certificate from the financial institutions or the Chartered Accountants. Also, the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transfer charges	b. The new entrepreneur shall pay 50% of the difference the between the allotted price and the current price, if should the project is implemented partially i.e. Allottee should have invested more than 25% and up to 50% of the total project cost (excluding land cost) approved by the concerned Approval Committee/Allotment Committee of the Board which should be evidenced from by a certificate from the financial institutions or from the Chartered Accountants Also, the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transfer charges.

c. The new entrepreneur shall pay a penalty of 40% of the total cost paid for the land, where the project is less implemented i.e., Allottee should have invested more than 15 % and up to 25% of the total project cost (excluding land cost) approved by the concerned Approval Committee/ Allotment Committee of the Board, which should be evidenced by a certificate from the financial institutions or from the Chartered Accountants. Also, the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transfer charges.	c. The new entrepreneur shall pay 75% of the difference between the allotted price and the current price it the project is less implemented i.e., Allottee should have invested more than 15% and less than 25% of the total project cost (excluding land cost] approved by the concerned Approval Committee/ Allotment Committee of the Board, which should be evidenced by a certificate from the financial institutions or from the Chartered Accountants. Also, the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transfer charges.
d. No transfer of ownership/lease hold rights shall be made if the investment on the project is less than 15% of the total project cost [excluding land cost] approved by the concerned Approval Committee.	d. No transfer of ownership/lease hold rights shall be made if the investment on the project is less than 15% of the total project cost (excluding land cost) approved by the concerned Approval Committee.

CHAPTER 15- Extension of Time Schedule for Construction – Extension Policy

15. 1 General Extension Policy

All application for EoT shall be scrutinized and approved by the Board of SPV. Any allottee who has not implemented the project as per the timelines, shall have to pay following penalty for EoT.

S. No.	Case Type	Land Extent	Duration of Extension	Penalty
1	In Industrial parks where Infrastructure development promised by APICDC as per final allotment letter is not completed and the allottee is unable to implement his project due to the non-completion of infra works. (or) Any Government Order released from time to time	All Extents	Up-to one more year (12 months) Any further extension under this clause shall be subject to approval of the Board meeting	No Penalty
2	Implementation stage (Land possession to Commenced Trail Production):	All Extents	Up to 12 Months	Penalty of 2% of Prevailing APICDC Allotment Price as on the Board meeting decision date to be paid before extension
			Up to 18 Months	Penalty of 4% (i.e., 2% +2%) of Prevailing APICDC Allotment Price as on the Board meeting decision date to be paid before extension
			Up to 24 Months	Penalty of 6% (i.e., 2% +2%+2%) of prevailing APICDC Allotment Price as on the Board meeting decision date to be paid before extension
			Up to 30 Months	Penalty of 8% (i.e., 2% +2%+2%+2%) of prevailing APICDC Allotment Price to be paid before extension
			Up to 36 Months	Penalty of 10% (i.e.,2% +2% +2% +2% +2%) of Prevailing APICDC Allotment Price to be paid before extension

Further any entrepreneur coming for delay condonation, and in case the delay is more than 3 years, APICDC shall levy additional penalty of 1% of prevailing APICDC allotment price per year of delay along with EoT penalty for 3 years as stated above. If the delay is within 3 years, penalties shall be levied as per above table. The maximum penalty that can be levied under this clause shall be capped to 25% of the original Allotment price at which the allottee has been allotted the plot/land.

15.2 Monitoring of implementation of the unit/ project post EoT

a. Effective steps shall be taken by all allottees within 2 months of granting Extension of Time for the plot.

b. One Reminder notice shall be issued to all allottees "before the 6 months of the implementation due date" to remind the allotee informing the approaching date of implementation.

c. Mandatory "Show Cause Notice (SCN) for Cancellation due to not taking effective steps or Non implementation" shall be issued to the allottees within 30 days of the completion of the above period i.e., completion of 6 months for effective steps and site preparation as the case may be and on completion of the implementation due date either original or extended. Relevant legally agreed conditions related to cancellation on non-implementation in the Sale Agreement shall be clearly mentioned in the Notice.

d. Non implementation is of two types:

   i. Not taking effective steps for taking necessary approvals and commencement of site preparation, from the date of handover of the possession either on original allotment (or) within 30 days of granting the EoT for implementation i.e. extended implementation time.

   ii. Non implementation of the project as per DPR submitted, for commencing the commercial production.

e. Response of the allottee for the SCN

   i. If the allottee has not responded within 15 days of the notice to the SCN for cancellation issued above or if the response is absolutely not satisfactory i.e. like not taking any effective steps and keeping allotment plots vacant without any justification, within 15 days of the Show Cause Notice (SCN).

   ii. in case the allottee has taken effective measures and the justification is found by the appropriate authority, the SCN along, with the explanation may be placed before the MD, APICDC for the allotments made and this shall be placed in the Board meeting for necessary confirmation within 30 days of the response from the allottee. If confirmed by the MD for EOT, extended implementation date with necessary EOT fees shall be taken. In such case the EOT process shall take effect.

f. In case if the DGM (Marketing) / appropriate authority is not satisfied with the justification furnished by the allottee, Cancellation Order shall be issued by the DGM (Marketing) / appropriate authority immediately duly mentioning the provision for representation/ making appeal within 60 days of the cancellation orders before the MD, APICDC

15.3 Timelines for payment of penalties

a. The allottee is required to pay the penalties levied within 15 days from the date of issuance of EoT. Further in case the allottee fails to pay within 15 days, the timeline for payment shall be extent for additional 15 days @9% interest. Decisions on EoT shall be taken by the Board of SPV.

b. In case the allottee fails to pay the penalties levied within the stipulated timeline, cancellation cum resumption orders shall be issued within 5 days from the expiry of due date for payment of penalties.

c. Further to such cancellation and after execution of cancellation deed, no restoration of allotment shall be considered, and the plot shall be put into vacancy for fresh allotment.

d. The EoT conditions shall be applicable for all units e.g. industrial, commercial, residential etc.

CHAPTER 16 – MISCELLANEOUS

16.1 DETERMINATION OF LEASE AND RESUMPTION OF LAND

It shall be open to APICDC during the currency of the execution of project/lease to take possession of the allotted plot together with factory and other buildings and fixtures located for any violation of any of the conditions of this deed or the terms and conditions of allotment after following the provisions contained in this policy approved by Board. In such an event, the Allottee shall be entitled for a compensation of 50% of the original allotment cost and actual amount paid.

16.2 LIQUIDATION

In case the Allottee goes into liquidation or winding up proceedings without implementing the project fully, the sale/lease agreement shall stand cancelled, and the land will come back to APICDC.

16.3 DETERMINATION OF FINAL PRICE

The Allottee is liable to pay the difference in allotment price after determination of final price by APICDC, within one month from the date of communication by APICDC.

16.4 SINKING OF BOREWELLS

The Allottee shall not sink bore-well on the demised premises. Any bore- well sunk by the Allottee on the demised premises unauthorizedly will become the property of APICDC and the same should be surrendered to the APICDC within one month from the date of issue of notice by APICDC. If the demised premises has good underground sources of water, APICDC is at liberty to sink the borewell and water required for the project will be supplied to the required extent through the scheme implemented. The Allottee shall have no objection to supply of excess water drawn from the borewell sunk on the plot allotted to it, to other plots allotted by APICDC. The Allottee shall adhere to the terms and conditions as decided by APICDC regarding water supply scheme from time to time.

16.5 TO GIVE PREFERENCE IN EMPLOYMENT LABOUR

a. The Allottee should provide employment as per the industrial Policy Resolution.

b. The Allottee shall provide minimum job guarantee for each family of land losers as per the list, which will be provided by the Company.

16.6 NOTICE IN CASE OF DEATH

In the event of the allottee’s death the person to whom the title has been transferred as heir or otherwise shall cause notice thereof to be given to APICDC within three months from such death. The survivors and his/her or heirs of the allottee concerned would acquire the same ownership/lease-hold rights over the property, as the original allottee had in schedule property, but only after the determination of the claims and counter claims by APICDC. If the claims and counter claims are of complicated nature, it is open to APICDC to call upon the claimants and counter claimants to approach a competent Civil Court for the purpose of getting the matter adjudicated.

16.7 Recovery Of Rent, Fees, etc As Arrears Of Land Revenue

If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Allottee hereunder shall be in arrears the same may be recovered from the Allottee as arrears of land revenue.

16.8 POWER INFRASTRUCTURE

(a) The Allottee shall pay amounts towards Power Charges as determined by APICDC on pro-rata basis in the event of APICDC incurring additional expenditure for providing power infrastructure. However, a no objection in favor of APTRANSCO, and the distribution Companies will be issued only on the receipt of the payment.

(b) The Allottee shall also pay distribution companies/APTRANSCO the cost of extension of line or upgrading the capacity of transformer or erection of new transformer centre, as the case may be and avail the power as below:

For IT Consumers	**From the nearest transformer centre/secondary line in the Industrial Area provided by the Sub Lessor**
For HT Consumers up- to 750 KVA	From the nearest 11 KV feeder line in the Industrial Area provided by the Sub Lessor.
For HT Consumers beyond 750 KVA	From a separate feeder line from the nearest existing APTRANSCO Sub-stations/ EHT lines at the allottee's cost as per distribution company/ APTRANSCO norms.

16.9 RECOVERY OF PREMIUM OR RENT AS LAND REVENUE

Wherever any allotment price as committed or Sale Agreement Rent or Service Charges or any other amounts, taxes, dues etc. due to APICDC shall be in arrears, it may be recovered as an arrears of land revenue under the provisions of prevailing Act.

16.10 RATES AND CHARGES

All rates, charges, additional charges and transfer charges (Formal and Non-Formal) levied by APICDC in terms of this Policy or under the Sale Agreement, shall be prescribed by APICDC from time to time and shall also be revised by APICDC from time to time, pursuant to resolution passed by the Board.

16.11 DUE DATE

It is clarified that in the event if any due date mentioned in this Policy falls on a public holiday or bank holiday, then the said due date will be on the next working day.

16.12 DELEGATION

The MD, APICDC, may delegate the powers vested upon him/her to any other office or employee he/she may deem fit.

16.13 PROCEDURE FOR EVICTION

If, on expiry or earlier determination of the Sale Agreement, any Allottee/Occupant is in unauthorized occupation or in wrongful possession of the Plot /Building, it shall be lawful for the MD, APICDC to secure eviction of such person in the manner provided by prevailing Act. Reference to Government Premises in that Act shall be deemed to be reference to Land or Plot of APICDC and reference to State Government in that Act shall be deemed to be reference to APICDC.

16.14 INDEMNITY

The allottee shall be wholly and solely responsible for the implementation of the project and also for ensuring the quality of development/construction, subsequent operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the allottee. The allottee shall execute an indemnity bond, indemnifying APICDC against all disputes arising out of :

- The non-completion of work
- The quality and validity of development, construction, operations and maintenance
- Any legal dispute arising out of allotment, letting or lease to the final purchaser.

16.15 MASTER PLAN & LAYOUT

APICDC, from time to time will prepare and modify the master plan and get it approved by the competent authority before preparing the layouts as per the regulations, provisions in vogue and modified from time to time.

APICDC shall prepare layouts as per applicable norms and get approvals from the competent authority from time to time. Post approval, these layouts shall be uploaded in APICDC website for ensuring transparency of information and promoting ease of doing business.

16.16 NOTIFICATION OF INDUSTRIAL AREAS

APICDC will get the industrial areas being developed under its purview notified in line with the APICDA Act, and regulations in vogue and amendments thereof.

APICDC will get the industrial areas being developed under its purview notified in line with the APICDA Act, and regulations in vogue and amendments thereof

APICDC needs to ascertain demand before developing/ acquiring land for an industrial area in any region of the State. APICDC may appoint domain experts for ascertaining demand.

APICDC shall publish information periodically in one English newspaper and Telugu newspaper, which have wide circulation intimating the launch of the New Industrial area and also intimating availability of vacancies in the existing industrial areas on a quarterly basis and inviting entrepreneurs to file applications for allotment.

The details of all Industrial areas regarding facilities and availability of land for allotment and rate per sq. meter shall be hosted on the web sites of APICDC. The same shall be displayed on the notice boards of the respective Zonal, cluster project offices of APIIC and offices of DIC regularly.

In respect of vacancies in all industrial areas, the information shall be updated on the website of APICDC and also simultaneously displayed on the notice boards of the respective Zonal, Sub-Zonal offices of APIIC.

The details of vacancy shall also be communicated to the respective District Collectorate from time to time.

The layouts of Industrial Areas shall be displayed on the Notice Boards of respective cluster project offices/ Zonal/Sub Zonal offices and be placed in the web site of APICDC.

The components of infrastructure planned for an industrial park, will also be displayed on the website of APICDC.

All the members of the APICDC Land Allotment Committee shall also be notified of the vacancy through e- mail or any other accepted mode of communication.

16.17 LOCAL BODY FUNCTIONS

The notified IALAs shall perform local body functions and exercise the functions of a Municipal Corporation / Municipality/ Grampanchayat as per AP Municipality Act and any other Government Orders released from time to time.

APICDC shall nominate the office bearers of IALA and define roles and responsibilities in accordance with the procedures in vogue.

The local body functions within an Industrial Area/ Industrial Estate/ Special Economic Zones established by APICDC will be performed by IALAs. The IALAs will exercise the functions of a Municipal Corporation / Municipality/ Grampanchayat as per AP Municipality Act and any other Government Order released from time to time.

The operation and maintenance of the industrial areas developed/ possessed by APICDC shall be performed by IALA as per the guidelines released by IALA or any other Government Order from time to time.

The industrial areas/ land parcels which are in possession of APICDC and are not under the ambit of any IALA, the Local Body shall do the maintenance of the industrial areas/ land parcels. Further if the industrial areas/ land parcels are not under the ambit of any Local Body, then it shall be operated and maintained by respective office of the Zonal Manager till the time IALA is formed. In such a case the Zonal Manager/ General Manager (Marketing) may be permitted by MD, APICDC for executing the roles and responsibilities of IALA commissioner.

16.18 MAINTENANCE CHARGES

The maintenance charges shall be collected by the respective IALAs in accordance with following procedures and amendments thereof and the same may be utilized for maintenance of the industrial area under APICDC.

At the beginning of the financial year, the Board of SPV may revise the maintenance charges per acre per annum for industrial and commercial units keeping in view the maintenance charges existing in other comparative parks outside the state.

The maintenance charges for commercial units will be at least twice that of the charges for industrial units.

Additionally, the Board of APICDC will also decide the charges to be levied on common facilities such as CETPs, WTPs, ETPs etc. These funds will be allocated to be used for maintenance of the park by the General Manager (Marketing).

Maintenance charges will be collected for all units existing within the APICDC developed industrial parks for the purposes of maintenance and upkeep of the assets created by APICDC.

16.19 COST AUDIT

An annual cost audit will be performed with the help of third-party agencies who will bench mark the developmental costs of APICDC with respect to each industrial park in the state as well as other similar infrastructure works within the state and in other industrial parks outside the state. The annual cost audit report will be laid by the MD, APICDC before the board for necessary ratification.

16.20 ADDITIONAL LAND COMPENSATION

In case of additional cost arising out of compensation for acquiring or possessing the land in the projects, the same shall be paid by APIIC.

16.21 ALLOTMENT PRICE FOR UNDEVELOPED LAND

In case of Undeveloped Land (UDL) parcels, the allotment price is deduced by considering the cost of land and administrative charges and any other costs as decided by the Board on case-to-case basis.

16.22 ENABLING PROVISION FOR PERIODIC REVIEW AND RATIONALISATION OF ALLOTMENT AND PRICING PARAMETERS

The Board of APICDC may, from time to time, review, rationalise or refine the allotment and pricing parameters set out in this Policy, including category-wise base rates and premiums (including the pricing applicable to Warehousing & Logistics), the escalation mechanism, discounts, rebates and incentives, concessional or facilitated allotment terms for MSMEs and entrepreneurs, and the terms governing exit by allottees, having regard to prevailing land acquisition and development costs, market conditions and occupancy levels, the marketability of land parcels and cash-flow/IRR considerations in accordance with Project's CCEA-approved cost estimates, and identified sectoral investment priorities. Such review may be undertaken on the recommendation of the Price Fixation & Infrastructure Committee/Land Allotment Committee, or as the Board may otherwise consider appropriate, and the pricing rates and parameters under this Policy shall be reviewed on a periodical basis.

Any such review, revision or refinement shall not be construed as creating any vested right, claim in favour of any applicant, allottee or other person, and the decision of the Board in this regard shall be final and binding.

16.23 MISCELLANEOUS

Words and phrases not defined herewith shall have meaning ascribed to it under the Andhra Pradesh State Industrial Policy and Andhra Pradesh Industrial Corridor Development Act, 2017 (" Act").

CHAPTER 17 – ANNEXURES

ANNEXURE I

FORMAT OF ALLOTMENT LETTER

No: APICDC / Allot/ Date:_______________

ALLOTMENT LETTER

Sir/Madam/Sirs,

Sub: Allotment of plot/land_______________in (Address of Project Site)

Ref:

1. __________________________your application dated_______________
2. Approval of Allotment Committee/Board of Directors meeting dated_______
3. This office letter No_______________dated___________________

In pursuance of the approval accorded by the Allotment Committee/Board of Directors in its meeting held on_____you have been allotted an extent of ______ acres/mtrs of land in Plot. No._____of _____________ for (Address of Project Site) setting up of_____an industry/manufacture of_____subject to the terms and conditions indicated in the Annexure-A appended hereto and also the terms and conditions mentioned hereafter.

1. The allotment of land is on Sale Agreement for a period of __ years on out right sale basis. The sale is liable to be cancelled automatically in case the land is not utilised within a period of three years in case of MSME projects and five years in cases of Large, Mega and Ultra Mega projects as defined in the industrial policy of STATE GOVT. without obtaining valid extensions from the concerned investment approving committee/Board detailed in Annexure 'A'

2. The premium payable for allotment of the said land has been tentatively fixed at Rs. per acre.

   (i) (a) The premium of the land payable/paid/adjusted is as follows:

   A sum of Rs. _________paid vide Rpt. No._____dated______is adjusted towards 100% tentative premium of land.

   (b) In the event of your furnishing letter of commitment from__/ Reserve Bank of India approved Financial Institutions/Corporations/Companies agreeing to pay the premium indicated at 3 (a)(ii) directly to the Company the allotment will be confirmed, and documentation will be permitted subject to payment of interest per annum on amount due from the date expiry of 60 days period till the receipt of amount from____/ Reserve Bank of India approved Financial Institutions/Corporations/Companies.

(c) You should pay maintenance charges as may be fixed by the Company from time to time.

4(a) in case of your failure to pay the amount mentioned at Para 3 (a)(ii) before the expiry of the time stipulated therein, this offer of allotment stands automatically cancelled and the 100% Earnest Money Deposit and 20% of the amount paid by you towards premium stands automatically forfeited.

5. Soon after receipt of 100% premium and on your acceptance of all the terms and conditions indicated herein before and also those mentioned hereinafter, the possession of land will be handed over within 30 days from the date of payment. At the time of taking over possession, you should produce the original receipts, issued for the payments made, to the concerned authority of the area.

6. On taking possession of land, you shall adhere to the time schedule indicated in the **Annexure - A**.

a. Your failure to take possession of land within 30 days from the date of issue of confirmatory letter of allotment, 100% Earnest Money Deposit and 5% of the amount paid by you towards premium stands automatically forfeited.

b. The Company may accept voluntary surrender of plot subject to levy of penalty at 5% of the allotment cost paid by you and 100% Earnest Money Deposit.

c. All taxes in respect of the lease including service tax shall be payable by you to the Company.

d. Any deposits/Premium paid by the allottee will not carry any interest.

e. It shall be mandatory for you to obtain all statutory clearances from the AP State Pollution Control Board and other statutory competent authorities before commencement of the approved project.

f. You are also requested to remit Rs._____towards Slum improvement Cess (if applicable mention the GO No)

g. Only courts situated in the city of Amaravati shall have jurisdiction.

h. You are required to inform any change in address of the Registered Office or Administrative Office, to the Company immediately.

i. This allotment is subject to the other terms and conditions of the Sale Deed and any other policies/orders/decisions taken by the Company/Governments from time to time.

Yours faithfully,

Annexure-A
ADDITIONAL CONDITIONS OF ALLOTMENT

The time schedule prescribed for various activities subsequent to payment of premium.

1. (a) For taking over possession of land.	Within 30 days from the date of issue of confirmatory letter of allotment
(b) For execution of sale Agreement	Within 30 days from the date of taking Possession Certificate.
(c) For commencement of construction, completion of project and commencement of commercial production	As stipulated in the sale agreement executed with the Company

2. On being satisfied that the land is not put to use for the purpose for which it was allotted, the Company will be free to re-enter upon and take possession of the whole or any part of the land which has not been put to proper use.

3. If necessary, the interest in this plot of land may be offered as security in order to obtain financial assistance from the Govt. or Corporate bodies like Life Insurance Corporation of India, AP State Finance Corporation, Trustees for Debenture Stock or Banks. However, prior permission of the Company shall be obtained for creating second and subsequent charges on the land.

AUTHORISED SIGNATORY,

Annexure II

CONFIRMATORY LETTER OF ALLOTMENT

No: APICDC/ Allot/ / / Date:__________

M/s________________ R.P.A.D________
____

Sirs, ________________

CONFIRMATORY LETTER OF ALLOTMENT

Sub: Allotment of plot/land_________in Address of Project Site.

Ref: 1. This office Allotment Letter No._____________dated___________

2. Your letter dated_______________________________________

3. Letter of commitment from Banks/FII No________dated_____________

Please refer this office letters cited under reference above. On your payment of Rs._ ___________vide Receipt No.___________dated______and Rs.________/- vide Receipt No.__________dated________towards the premium for allotment of__________sq. mtrs. of land in Plot No.__________of Address of Project Site made vide this office letter cited under reference above is hereby confirmed.

Please contact Chief Engineer, APICDC and take over possession of _______sq. mtrs. of land in Plot No.________ of_________ Address of Project Site, __________

within 30 days from date of issue of this letter.,

All other terms and conditions of allotment remain unaltered.

Yours faithfully.

Sd/-

Secretary

Copy to: The Chief Engineer, APICDC - for information and with a request to hand over the possession of land as above to the allottee under intimation to this office.

Secretary

Annexure III

APICDC

APICDC /CE/ / 2024-25 Date:

POSSESSION CERTIFICATE

The possession of Plot No______________Measuring____________in________________ ____Survey No(s). ____________of____________ village_____________Taluk______________________District has been handed over to____________M/s________________________

Boundaries:

Bounded on North: _______________________________________ Bounded on South: ____

Bounded on East: ____ Bounded on West: ___________ ____

Dimensions of the Plot:

Dimensions on North: _____________________________________

Dimensions on South: ____________________________________ Dimensions on East____

Dimensions on West: ______________________________________

Certified that the plot is actually measured by me and the dimensions and boundaries stated above are as per actual on the land.

Authorized signatory

TAKEN POSSESSION of Plot No. M/s________________as noted above on this day the

Signature of the Allottee with seal

Annexure IV

AGREEMENT FOR SALE OF LAND

This Agreement for Sale is made at ____________on this ____________ day of _________2025 between AP Industrial Corridors Infrastructure Development Corporation Limited (APICDC), a company registered under the Indian Companies Act, 1956 and having its registered office at 1st Floor, IHC Corporate, Plot No 3,4, & 6, Industrial Park, Mangalagiri, Guntur- 522503, Andhra Pradesh, India and Corporate Office at 1st Floor, IHC Corporate, Plot No 3,4, & 6, Industrial Park, Mangalagiri, Guntur- 522503, Andhra Pradesh, India hereinafter referred to as "**PARTY OF THE FIRST PARTY**" represented by __________ aged __ years, Concerned Officer, APICDC, which expression, unless repugnant to the context or meaning thereof, will include its successors and assigns.

AND

i) For Proprietary concern

Mr. ____________(Aadhar ________) son of / wife of ____________ aged about____________ years and Resident of the name and the style of M/s. carrying the business as proprietor under here-in-after referred to as "**PARTY OF THE SECOND PARTY**" at

ii) For Partnership concern

M/s. _________________ (PAN __________) a partnership concern as per partnership dated _________ registered under partnership Act with the Registrar of Firms vide No. _______carrying the business under co-partnership with the following partners.

a. Sri _________(Aadhar ___________) son of/ wife of aged about _________years
R/o_____________
b. Sri _________(Aadhar _______) son of/wife of aged about ______________years
R/o______________.

iii) For Limited Liability Partnership concern

M/s.______________ LLP (CIN___________) (PAN _______) a Limited Liability Partnership incorporated under the Limited Liability Partnerships Act 2012 and having its registered office at hereinafter referred to as the "**PARTY OF THE SECOND PARTY**" represented by its Designated Partner Mr. _____________(Aadhar____________) son of / wife of ___________ aged about _________ years resident of Authorized signatory, as per the Resolution passed by the Meeting of Partners dated __________ (which expression unless repugnant to the context or meaning thereof, shall include its successors and assigns).

iv) For Public / Private Limited Companies

M/s. _________________ (CIN ___________) (PAN ___________) a company incorporated under the Companies Act 2013, and having its registered office at __________________here in after referred to as the "**PARTY OF THE SECOND PARTY**" represented by its ___________**(DIN____________) (Aadhar No: _____________)** son of wife of ___________**aged about _______ years** resident of Authorized signatory as per the Resolution passed by the Board of Directors dated __________ (which expression unless repugnant to the context or meaning thereof, shall include its successors and assigns).

WHEREAS AP Industrial Corridors Infrastructure Development Corporation Limited (APICDC) was incorporated on 7th August 2018 and is a wholly owned undertaking of Government of Andhra Pradesh, formed with the objective of providing industrial infrastructure through the development of Industrial areas / Industrial Parks. The Corporation also functions as a Nodal Agency for Government Sponsored schemes like development of Growth Centers, Export Promotion Industrial Parks, Integrated Infrastructure Development Centers.
The PARTY OF THE SECOND PART is an entrepreneur who with an intention to start a new manufacturing processing / service unit or facility has made an application to APIIC for allotment of piece of industrial plot / Land for the said purpose. The PARTY OF THE SECOND PART has also submitted a Detailed Project Report (DPR) / Project Report along with Application. After due evaluation of the said DPR / Project Report and relying on the promise of the PARTY OF THE SECOND PART to implement the project as per the DPR and in accordance with the terms and conditions stipulated, the FIRST PARTY has agreed to allot the subject plot or land to the PARTY OF THE SECOND PART subject to the terms and conditions specified.

WHEREAS, upon the application of the PARTY OF THE SECOND PART, the PARTY OF THE FIRST PART has allotted the industrial **Plot bearing No________ admeasuring__________ Sq. Mtrs (or) ______________ Sq. Yards (or) Ac. _______** situated at Industrial Park / Industrial Development Park /Mega Industrial Park ______________________, on Sale Basis / Sale Deed Model on 'as is where is basis', which plot is more fully described in the Schedule here in under, as per Provisional Allotment order Lr. No. ________________Dt._____ And Final Allotment Order Lr. No. __________________ Dt._______ of the Concerned Officer, APICDC __________ on the terms and conditions stipulated in the allotment letters and this agreement.

The PARTY OF THE SECOND PART shall pay an amount equal to **Rs.___________ /- @ Rs.__________ /- per square meter totaling to Rs.___________ /- (Rupees in words)** towards land cost described here in under.

WHEREAS the vacant possession of the above mentioned Scheduled industrial Plot / land will be handed over to the PARTY OF THE SECOND PART separately.

And WHEREAS it has been agreed by and between the PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART here to, that the stamp duty and registration charges, if any, for registration of this document shall be borne and paid by the PARTY OF THE SECOND PART. The GST as applicable shall be borne and paid by the PARTY OF THE SECOND PART.

NOW THIS AGREEMENT FOR SALE OF LAND WITNESSETH AS FOLLOWS:

1. That the PARTY OF THE SECOND PART has paid the ________% (100%, 25% (25% only for SC/ST entrepreneurs)) against the land cost of Rs. ________/- for the plot / land, as advance land cost, (Rupees in words) for the allotment of land on Sale Basis and on the terms and conditions herein stipulated.

a. Where the PARTY OF THE SECOND PART comes under SC/ST category, the balance land cost i.e., 75% of allotment price totaling to Rs.__________ shall be paid by the PARTY OF THE SECOND PART to the PARTY OF THE FIRST PART in 8 equal annual installments along with 9% interest per annum from the Date of Commercial Production (DCP) or the stipulated time line for implementation of the project whichever is earlier.

b. The parties to this Agreement expressly agreed that the date and time is the essence of this Agreement.

c. It is agreed and understood that the PARTY OF THE SECOND PART shall be bound to pay the interest as stated above and the PARTY OF THE FIRST PART shall be entitled to collect/ recover the same from the PARTY OF THE SECOND PART on the entire dues i.e balance land cost until the amount is totally cleared. The PARTY OF THE FIRST PART shall be entitled to recover the dues from the PARTY OF THE SECOND PART in accordance with law.

2. That the PARTY OF THE SECOND PART should also pay to the PARTY OF THE FIRST PART Annual Maintenance Charges @ Rs.___ per Sq. Mtr. per Annum which will be collected after implementation of the project. Wherever the property tax revenue is not sufficient for meeting the regular civic amenities, in such IPs in addition to property tax maintenance charges to be collected @ Rs. ____ per Sq. Mtr per Annum. This amount is to be paid at the commencement of each succeeding year not later than 31st March of such

3. It is agreed and understood that the Scheduled land / plot has been allotted to the PARTY OF THE SECOND PART by the PARTY OF THE FIRST PART for setting up of unit of "_______________ "and the same falls in Micro / Small / Medium Enterprises, Large Projects / Mega Projects of the APIIC Allotment Regulations / 2023 / AP Industrial policy 2023-27. The PARTY OF THE SECOND PART shall implement the project as per the DPR / Project Report and commence commercial production within 2/3/_______years from the date of handing over possession of the Scheduled Plot / Land. On implementation of the unit and commencement of commercial production, the PARTY OF THE SECOND PART should submit date of commencement of production (DCP) certificate issued by the concerned Officer, _________as per Clause No._____________ of APICDC Land Allotment Policy 2025.

4. That this "Agreement for Sale of Land" is being given to the PARTY OF THE SECOND PART for implementation of the Industrial project as per approved DPR Project Report. The project implementation period mentioned above shall be adhered to strictly and scrupulously, however in the event of delay in completion of the project by the PARTY OF THE SECOND PART, the period of implementation may be extended, where the PARTY OF THE SECOND PART has complied the conditions as specified in Clause of time. ___________of the APICDC Land Allotment Policy 2025, for such extension

5. The PARTY OF THE SECOND PART do hereby agreed that If within the period mentioned above at Clause ____________or in accordance with the extended time

under Clause _____________ from the date of taking possession of the plot /land the project is not implemented the allotment made, shall stand automatically cancelled and the Agreement for sale of land herein shall cease to exist and the Corporation shall retain the absolute right to resume possession of the subject plot / land without any further notice.

6. The PARTY OF THE SECOND PART should furnish quarterly progress report on implementation of the subject project in terms of timelines furnished by the PARTY OF THE SECOND PART in the DPR, until the project is implemented and submit a completion report confirming the implementation is completed within the time stipulated. The PARTY OF THE SECOND PART may approach for Deed of Sale immediately with required documents such as DCP certificate showing the implementation date etc. after complying with the above stipulations. Sale Deed will be considered only after the project is implemented and completed in all respects as per DPR within in the prescribed time and the PARTY OF THE SECOND PART shall not be entitled to seek the Sale Deed prior to such completion in full.

7. In case of Large and Mega projects, the Sale Deed will be issued on Implementation of the entire project ie., all phases. However, on the request of the PARTY OF THE SECOND PART the Corporation may consider executing the Sale Deed in phased manner on implementation of the project as promised in submission of the respective phase.

8. Provided in case of allotment of land made as Land Acquisition for others / as undeveloped land, Sale Deed shall be executed only after implementation of the project as per DPR and subject to settlement of claims filed by Pattadars in courts for enhancement of compensation under Land Acquisition Act and after complying with conditions like payment of entire land cost along with other dues, R&R issues if any. These cases arise, where the Corporation acquires and allots the land for large projects / developers and / or on the directions of the government.

9. Appropriate stamp duty & registration fee for the execution and registration of the necessary DEED as per Clause above, on that date shall be borne by the PARTY OF THE SECOND PART and the PARTY OF THE SECOND PART shall also pay the applicable GST for the purpose.

10. The allotment on Sale Basis / Sale Agreement Model of the industrial plot shall at no point create any ownership rights in favor of the PARTY OF THE SECOND PART and the ownership of the land shall remain with the PARTY OF THE FIRST PART except for considering the Sale Deed in accordance with the terms and conditions prescribed herein.

11. The schedule land / plot shall not be transferred or conveyed to any other entity / person(s) or otherwise dealt or disposed / sub-divided before or during the implementation of the Project, without prior written approval of the PARTY OF THE FIRST PART, on payment of such process fees and on such terms and conditions as may be specified by the PARTY OF THE FIRST PART. The decision of the PARTY OF THE FIRST PART is final and binding on the PARTY OF THE SECOND PARTY.

12. If the PARTY OF THE SECOND PART commits breach of any conditions, this allotment of land on Sale Basis / Sale Agreement Model shall stand cancelled and the Agreement for Sale of Land shall be terminated without any notice there upon and in such an event the PARTY OF THE SECOND PART shall be treated as an encroacher

and trespasser and shall also be liable for civil and criminal actions in accordance with the situation and as per law and the costs and incidental there upon shall be collected from the PARTY OF THE SECOND PART.

13. The PARTY OF THE FIRST PART has a right to cancel the allotment of plot/ land/shed, whenever, it is found that the land is not utilized by the PARTY OF THE SECOND PART for the purpose for which it was allotted or where the PARTY OF THE SECOND PART fails to implement the project within the stipulated time. Consequent upon such cancellation, PARTY OF THE FIRST PART shall retain its absolute right, for which the PARTY OF THE SECOND PART also agrees for re-allotment of the subject land to any needy entrepreneur.

14. The PARTY OF THE SECOND PART shall not directly or indirectly transfer, assign, sell, encumber, sub -lease_or part with his/its interest in its business in schedule plot / land either in part or in whole in any manner whatsoever, or subject it to, under let or part with the possession of the schedule land and buildings without obtaining prior written approval from the PARTY OF THE FIRST PART at any time during the AGREEMENT period.

15. The PARTY OF THE SECOND PART do hereby expressly undertake / agree to abide the APICDC Land Allotment Policy 2025 and abide to any other terms & conditions as communicated by the PARTY OF THE FIRST PART from time to time. In case any question arises on any interpretation on the aforesaid Policy, the decision of the PARTY OF THE FIRST PART shall be final and binding on the PARTY OF THE SECOND PART.

16. The PARTY OF THE SECOND PART agrees and assures that it will not seek for Sale Deed, until project is implemented as assured through the DPR / online application and more specifically in Clause ________ above. The PARTY OF THE SECOND PART expressly agrees that the PARTY OF THE FIRST PART shall have the sole authority to decide the eligibility of the PARTY OF THE SECOND PART for Sale Deed and it may satisfy itself by verification or by obtaining necessary documents from the PARTY OF THE SECOND PART. It is incumbent upon the PARTY OF THE SECOND PART to take steps for completing the Sale Deed and for registration of the required document (s), strictly within one month of such intimation of the eligibility, by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART.

17. a) The PARTY OF THE SECOND PART, may mortgage the schedule property, only after obtaining **No Objection Certificate (NOC)** from APIIC to avail loan only for construction of factory building and for establishment of plant and machinery for the purpose of the project implementation from reputed financial institutions / scheduled banks. Provided the PARTY OF THE SECOND PART also do here by expressly agrees that, in case PARTY OF THE SECOND PART defaults in payment to financial institutions and such financial institution intends for recovery of its dues, APICDC reserves the right to determine the allotment, after giving notice / may permit transfer of allotment in favour of the auction purchaser recommended by the financial institution(s), on payment of the balance dues along with any interest accrued and any outstanding dues to the PARTY OF THE FIRST PART in full under this Agreement for transfer of allotment. In such case, the auction purchaser shall be entitled to get the allotment from such date of completion of purchase of allotment under such auction. The plot will be available for its intended use only i.e industrial purposes and the new Allottee can setup and run his unit after seeking all necessary approvals.

b) Financial institutions include all banks and financial institutions approved by Govt. of India.

c) That the PARTY OF THE SECOND PART undertakes to inform the PARTY OF THE FIRST PART the details of finance(s) raised from time to time (quarterly) till the loan(s) is/are repaid to the financial agencies.

d) That the financial agency which finances to the PARTY OF THE SECOND PART on the Security of the property, shall provide the loan only for the project implementation and also inform the PARTY OF THE FIRST PART, the details of finance(s) from time to time at least quarterly, till the loan(s) is/are repaid by the PARTY OF THE SECOND PART and also comply the terms & conditions of NOC, issued by the PARTY OF THE FIRST PART on the request of the PARTY OF THE SECOND PART and the concerned Financing Institution.

e) If the PARTY OF THE SECOND PART fails to comply with any of the terms and conditions of the allotment order or of this Agreement of Sale of Land, the NOC issued by the PARTY OF THE FIRST PART in favors of the PARTY OF THE SECOND PART for mortgaging the allotment of plot / land with the Financial Institutions / Banks shall stand cancelled and a copy of the notice to that effect shall be communicated to the Financial Institutions.

18. The PARTY OF THE SECOND PART agrees and undertakes to pay the PARTY OF THE FIRST PART proportionate to the property allotted to the PARTY OF THE SECOND PART any further amount in case the PARTY OF THE FIRST PART is finally obliged to pay any higher sum towards development charges and/or enhanced compensation towards the cost of acquisition of the land/enhancement in cost of the land as result of orders of the Hon'ble Court orders.

19. The PARTY OF THE SECOND PART shall pay the charges for various servicing and common facilities and also for up-keep and maintenance of roads, water supply, drainage, sewage disposal, street lighting and alike.

20. The PARTY OF THE SECOND PART shall pay charges / taxes for supply of water, electricity and other services to the administration, or some other agency as the case may be and as determined later within stipulated time, failure in respect of which would entitle the services being disconnected.

21. The PARTY OF THE SECOND PART shall bear, pay and discharge all existing and future amounts, duties, imposing and outgoing of whatsoever taxes imposed or charged upon the premises or upon the occupier in respect thereof from the date.

22. The PARTY OF THE SECOND PART shall always maintain the characteristics and homogeneity of the Industrial Park/Node/Area (if the land/plot is part of Industrial Park/Industrial Estate) and should not be altered with or tampered.

23. The PARTY OF THE SECOND PART shall keep the PARTY OF THE FIRST PART indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises as a consequence of the erection of the buildings and industrial installations by the PARTY OF THE SECOND PART.

24. The PARTY OF THE SECOND PART shall insure all the fixed assets in the plot and

renew the insurance periodically.

25. During the period of ALLOTMENT, the PARTY OF THE SECOND PART at its expense will keep the buildings, premises and other structures built on the Scheduled Property clean, free from defect and in good condition.

26. The PARTY OF THE SECOND PART shall not dump debris or any waste harmful or harmless materials within Industrial Park.

27. That it is agreed and undertaken by the PARTY OF THE SECOND PART as under.

a. That the PARTY OF THE SECOND PART shall use the Scheduled land / plot only for setting up of an industry for ___________ " as per the DPR/Project report within the stipulated period as specified in sub-clause (c) below and for no other purpose. The PARTY OF THE SECOND PART agrees that it shall not construct or build any structure or building other than the factory building (s) without the prior permission in writing from the PARTY OF THE FIRST PART.

b. The PARTY OF THE SECOND PART expressly agrees and undertakes that the Scheduled Property shall be utilized exclusively for the purpose set-forth in the allotment proposal and as per the DPR and shall not be utilized for any other purpose. Further no change shall be made without the written approval of the PARTY OF THE FIRST PART. Any such deviation of utilization of the land / plot allotted without the prior approval of the PARTY OF THE FIRST PART will be deemed to be violation / breach of the covenants of this Agreement.

c. The PARTY OF THE SECOND PART shall within _____months of being put in possession of the said plot land commence construction of factory buildings duly securing necessary required clearances and approvals from the competent authorities, like building plan approvals, fling application with AP TRANSCO, other permissions / clearances etc. The PARTY OF THE SECOND PART shall go in to commercial production duly erecting machinery and obtaining regular power supply connection within______ months for lands allotment up to 1 acre and within ____ months where allotted land is above 1 acre, of being put in possession of the schedule plot / land.

d. That as and when the schedule property i.e plot/land/shed is no longer required by the PARTY OF THE SECOND PART for the aforesaid purpose for which it is allotted, the PARTY OF THE SECOND PART shall forthwith relinquish and restore the land in favour of the PARTY OF THE FIRST PART so as to enable to allot. to a needy entrepreneur.

e. It is agreed and undertake that in the event of cancellation of allotment and resumption of the schedule property for violation of the terms and conditions of allotment and/or the Agreement of Sale of Land, the land cost will be forfeited for the units, as per APICDC Land Allotment Policy 2025.

f. It is agreed and undertake that in the event of allottee submit representation for cancellation of allotment and refund the allotment price paid the land cost will be forfeited for the units, as per APICDC Land Allotment Policy 2025.

g. No interest will be paid to the PARTY OF THE SECOND PART on the eligible refundable amounts, and penalties, surcharges etc., are not refundable. If there are any buildings on the Scheduled land other than shed/land, the PARTY OF THE FIRST PART may at its option either refund the cost as assessed by it after the assessed cost is collected from the incoming party or otherwise direct the PARTY OF THE SECOND PART to remove the buildings at their / its own cost within such time as may be allowed by the PARTY OF THE FIRST PART.

h. To keep the buildings and all additions there to and boundary walls thereof and the drains, soil and other pipes and sanitary and water apparatus thereof in good condition.

i. Not to make or permit any alterations or additions to the approved building including digging any open wells / sinking a bore well or excavating sub-soil for any other purpose without obtaining the previous consent in writing of the PARTY OF THE FIRST PART or cause any injury to the walls and fittings thereof.

j. Not to permit any LEASE by auction upon the premises or suffer the premises to be used in such a way as to cause nuisance or annoyance or inconvenience to the occupiers of the said area.

k. To permit the PARTY OF THE FIRST PART or their agents or officers with or without workmen at all reasonable times to enter upon the premises to inspect the conditions thereof upon notice given by the FIRST PARTY to effect repairs in accordance with such notice at the cost of the PARTY OF THE SECOND PART.

l. Not to transfer or change the ownership / constitution of the business relating to the unit without obtaining specific permission in writing from the PARTY OF THE FIRST PART.

m. To allow the PARTY OF THE FIRST PART to recover the amounts in any way recoverable by it from the PARTY OF THE SECOND PART as per law in force at that point of time.

n. That the PARTY OF THE FIRST PART is competent to enforce the compliance with all the rules, APICDC Land Allotment Policy 2025 and the provisions of any other Act in force in respect of the working of the buildings as factory shed established and the PARTY OF THE SECOND PART shall be responsible for complying at their costs with all instructions issued from time to time in this regard.

o. That the PARTY OF THE SECOND PART or any persons engaged by them will have reasonable access to all common services and common facilities, if provided in the Industrial area and the PARTY OF THE SECOND PART shall make good any loss due to misuse or damage caused to the properties of the PARTY OF THE FIRST PART and such common services and facilities (if provided in the industrial park/estate) by persons engaged directly or indirectly in running the unit as may be decided by the PARTY OF THE FIRST PART.

p. That if the PARTY OF THE SECOND PART commits breach of any of the covenants herein contained, the allotment stands cancelled and this AGREEMENT shall stand determined without any notice thereupon and the PARTY OF THE SECOND PART will be treated. as an encroacher and a trespasser, who will have no right whatsoever in the Schedule Property under these presents and it shall be lawful for the PARTY OF THE FIRST PART to re-enter upon the said land and resume possession thereof and also of the buildings standing thereon, in such an event the transfer made in favour of the PARTY OF THE SECOND PART under these presents. shall become void and all rights of the PARTY OF THE SECOND PART in the Schedule Property under this AGREEMENT and any building thereon shall at once cease and determined and the PARTY OF THE SECOND PART do hereby irrevocably authorize the PARTY OF THE FIRST PART to execute and register present for registration all or any such documents as may be essential for confirmation of such cancellation / determination of the allotment by the PARTY OF THE FIRST PART without the requirement of the presence of the PARTY OF THE SECOND PART for such execution /registration of cancellation deed.

q. The PARTY OF THE FIRST PART or the respective IALA which is a Local Authority in respect of the Notified Industrial Areas has been collecting property tax, advertisement tax, granting building permits, permissions for installation of plant and machinery etc. And that the PARTY OF THE SECOND PART hereby undertakes to be a member of the service society formed by the rate payers of the Notified Industrial Areas which acts as a Nodal Agency for proper and better maintenance of the Notified Industrial Areas by the PARTY OF THE FIRST PART.

r. Wherever applicable implementation of the project subject to in terms of Andhra Pradesh Pollution Control Board (APPCB) norms, and wherever the Common Effluent Treatment Plant (CETP) established by the approved Third Party or the PARTY OF THE FIRST PART and for the facility being utilized the PARTY OF THE SECOND PART, the PARTY OF THE SECOND PART shall pay the user charges / maintenance charges as fixed and communicated by the PARTY OF THE FIRST PART from time to time.

s. The PARTY OF THE SECOND PART has to establish their own Effluent Treatment Plant (ETP) in their premises to treat the effluent of their units and the discharge standards strictly as per the guidelines of APPCB, in case the CETP is not established by PARTY OF THE FIRST PART. Guard pond with five compartments for 5 days storage capacity shall be constructed by the PARTY OF THE SECOND PART so as to test the treated wastewater before utilizing the same for flushing, washing, gardening etc. Quality of treated effluent reaching the guard pond shall be continuously monitored and in case the treatment is not adequate there shall be arrangement to recycle the effluent from the guard pond through the CETP. In case the CETP is established at Park level by PARTY OF THE FIRST PART/co-developer-treatment has to be done by the PARTY OF THE SECOND PART himself to meet the inlet standards of CETP.

t. The PARTY OF THE SECOND PART has to make their own arrangements to manage treat the domestic sewage by constructing septic tank or sewage treatment plant (STP) in their premises as per norms, the quantity of sewage, in case no sewage disposal system is provided by PARTY OF THE FIRST PART at Park level. No wastewater shall be discharged outside the premises.

u. That the PARTY OF THE SECOND PART shall abide by any other terms and conditions as may be imposed in course of time by the PARTY OF THE FIRST PART.

28. All the cost and expenses and incidental to the preparation, execution and registration of this Agreement for Sale of Land shall be paid by the PARTY OF THE SECOND PART.

29. In all the matters of doubts concerning and in respect of this indenture the decision

of the PARTY OF THE FIRST PART shall be final and binding on the PARTY OF THE SECOND PART and any default by the PARTY OF THE SECOND PART thereof shall be deemed to be breach of the terms of this indenture.

30. This Agreement for Sale of Land shall be subject to the applicable laws of India and the courts in the place where the Corporate Office of the PARTY OF THE FIRST PART is located at the time of filing the case, shall have exclusive Jurisdiction. All the correspondence shall be made in the name of Vice Chairman and Managing Director with a copy legal wing, Head Office and the Zonal Manager concerned of the PARTY OF THE FIRST PART.

31. The signatories to this Agreement for Sale of Land personally covenant that they are duly authorized to execute this Agreement for Sale of Land on behalf of the respective party whom they represent.

IN WITNESS WHEREOF the seal of PARTY OF THE FIRST PART and PARTY OF THE SECOND PART, both hereunto be affixed respectively and indenture executed for and on behalf of PARTY OF THE FIRST PART represented by the Zonal Manager _____________ of A AP Industrial Corridors Infrastructure Development Corporation Limited (APICDC) and PARTY OF THE SECOND PART represented by its M/s. __________above written hereunto set the hand on the day and year first.

SCHEDULE ABOVE REFERRED TO

District: Mandal:
Village:
Panchayat:
Plot No. ________measuring ___________ **Sq.Meters (or)** _____________ **Sq. Yards (or) Acs.** _______ situated at Industrial Park, _______________ in **survey no.** _________ of ________ Village, ______________Mandal, _______________ District. (site plan of the land / plot allotted is hereto attached) is bounded by
NORTH :
SOUTH :
EAST :
WEST :
Witnesses:
1)
2)
FIRST PART For and on behalf of PARTY OF THE
Stamp/Seal.
Witnesses:
1)
2) For and on behalf of PARTY OF THE
SECOND PART Stamp/Seal.

Annexure V

DEED OF SALE

For Rs. ______________/-

This Sale Deed made and executed on this the day of 202_ at S.R.O ____________________________ by Andhra Pradesh Industrial Infrastructure Corporation Limited, (PAN No.) a company registered under the Indian Companies Act, 1956, having its registered office at and Corporate Office at India, represented by its District present Sri , Smt. aged about years, S,o. Sri , hereinafter called the party of the FIRST PART which expression shall unless the context otherwise requires include its successors and assignees.

IN FAVOUR OF

i) For Proprietary concern

M,s.______________, a Proprietary concern represented by its Proprietor: Sri , Smt.____(PAN___& AADHAR No.____________________) S,o , W,o___________aged about___years, residing at______________________.

ii) For Partnership concern

M,s.____________________________(PAN_______) a partnership concern as per partnership dated _______registered under partnership Act with the Registrar of Firms vide No.________________ carrying the business under co partnership with the following partners. (i). Sri , Smt.____________(PAN _________& Aadhar_______) S,o , W,o____________aged about ________________ years, residing at ______________ (ii) Sri , Smt. ____________ (PAN _________& AADHAR_________) S,o , W,o__________aged about ________________ years, residing at ______________

iii) For Limited Liability Partnership (LLP) concern

M,s. ________________ LLP (CIN______) (PAN ______) a Limited Liability Partnership incorporated under the Limited Liability Partnerships Act 2012 and having its registered office at _ _______, represented by its Designated Partner Sri , Smt. ________ (PAN _____________ AADHAR No. ____________________) S,o , W,o_____________aged about_______years resident at _____________ as authorized signatory, as per the Resolution passed by the meeting of partners dated ___________

iv) For Public/Private Limited companies

M,s. ______________________________ (CIN ____________________ & PAN ________________________) a Company registered under the Companies Act, 2013 and having registered office at ________________________________, represented by its _______________: Sri , Smt. ________________ (PAN ________________ & AADHAR No.________________) S,o , W,o_______aged about ______ years resident at __________________________________as authorized signatory as per the Resolution passed by the Board of Directors dated

____

which expression shall unless the context requires otherwise includes his heirs, executors, administrators and legal representatives hereinafter called the party of the SECOND PART)

3. APICDC to secure industrial and economic development of the State and thereby to generate employment opportunities for the youth, is engaged in providing industrial land to entrepreneurs. And hence executes this Sale Deed with conditionality to ensure realization of the above objectives.

4. Whereas upon the application of the party of SECOND PART, the party of the FIRST PART has allotted to the party of the SECOND PART schedule land , plot No._______________, on “as is where is” basis measuring an extent of ________________ Sq.Mtrs (or) Ac.______ cts situated at

_____________________________ for setting up of "_____________________________________" more particularly described in the schedule hereunder and for greater clearness delineated in the plan hereto annexed, hereunder at concessional price to realize the above objectives in public interest.

5. The Government have transferred all the Industrial Estates and Industrial Development Areas in the State of Andhra Pradesh to the party of FIRST PART vide G.O. Ms. No. 1162, Industrial and Commerce (ID) Department, dated 04-12-1973 and subsequently the scheduled property has been Alienated , Acquired by the party of the FIRST PART and hence the party of the FIRST PART has become successor to the said land and is thus competent to sell the said property to the party of the SECOND PART.

(or)

5. The party of the FIRST PART have Alienated , Acquired land to an extent of Acs.________cents through the Government vide G.O. Ms. No. _____dt. ________ , Award No. ____, dt. __________ , possession certificate dt:__________ . Thus the party of the FIRST PART has become absolute owner of the schedule property. Hence, the party of the FIRST PART is thus competent to sell the schedule property to the party of the SECOND PART.

6. And whereas an Agreement of Sale was executed on__________between the party of the SECOND PART and the party of the FIRST PART specifying the terms and conditions governing the allotment of the schedule land , plot to the party of the SECOND PART and the said terms of conditions form part of this Sale Deed. The Agreement of Sale was registered on __________ vide Document No. __________ of Sub-Registrar, ___________ by paying Rs.________,- towards Stamp Duty and Registration fee of Rs._________________,-.

7. And whereas the vacant possession of the land, plot was delivered to the party of the SECOND PART on_________by the party of the FIRST PART and the party of the SECOND PART has constructed the factory buildings and gone into operations of "____________________".

8. AND WHEREAS the party of the FIRST PART has agreed to sell and the party of the SECOND PART has agreed to purchase the said land which is free from all encumbrances for a total sale consideration of Rs. ______________ (Rupees ________________________only) at the rate of Rs._________per Sq.Mtr towards the cost of the land including the development charges having been paid to the party of the FIRST PART by the party of the SECOND PART the receipt where the party of the FIRST PART hereby admits and acknowledges; the party of the FIRST PART both hereby sell, grant, convey, transfer and assign unto the party of the SECOND PART all that piece and parcel of the land being plots in Industrial Estates , Industrial Development Areas , Industrial Parks , Autonagars more particularly described in the Schedule hereunder and for greater clearness delineated in the plan annexed hereto together with all rights, title, easements and all other rights in any wise appertaining thereto TO HOLD the said land unto and to the use of the party of the SECOND PART absolutely and forever. The party of the SECOND PART shall use the said land for the aforesaid purpose of putting up a__________ duly permitted by the Competent Authority and for no other purpose. The party of the SECOND PART agrees that it shall not put any structure or buildings other than a factory building or buildings.

8 (a). That the party of the FIRST PART has agreed to sell the land in favour of the party of the SECOND PART in pursuance of their application dated and that the land in the Industrial Area is to be utilized for the purpose of "______________________________" only. The terms and conditions relating to sale were settled in the Agreement for Sale dated___________with the party of the SECOND PART.

The party of the FIRST PART agreed to convey the title and ownership of the land in favour of the SECOND PART subject to the condition that the land shall be utilized for the purpose of "________________" and for no other purpose; any change in the line of activity shall be got approved by the party of the FIRST PART and also such other competent authorities.

8 (b). The party of the SECOND PART further undertakes and agrees that all the terms and conditions of the sale agreement / undertakings

executed between the party of the FIRST PART and party of the SECOND PART and registered vide Doc No. dated forms part and parcel of this Deed of Sale for governing with any issues in case arises at any point of time for all purposes in future and binding on the party of the FIRST PART and the party of the SECOND PART.

9. The party of the FIRST PART assures the party of the SECOND PART that the said Land are free from all encumbrances or charge or obligations of any kind whatsoever and nobody else has any right, title or interest in the said land.

10. The party of the FIRST PART covenants with the party of the SECOND PART that the said Land shall quietly be entered into upon and held and enjoyed and the rents and profits received there from by the party of the SECOND PART without any interruption, disturbance, claim or demands whatsoever form the party of the FIRST PART.

11. The party of the FIRST PART shall at the cost of the party of the SECOND PART take all necessary steps and sign all applications, papers and or further documents for more perfectly assuring the said Land to the party of the SECOND PART and getting the name of the party of the SECOND PART mutated in the Panchayath , Municipality and or Revenue records as the owner of the said Land.

12. The party of the FIRST PART covenants with the party of the SECOND PART that if for any defect in the title of the party of the FIRST PART, the party of the SECOND PART is deprived of the whole or any part of the said Land, the party of the FIRST PART hereby undertakes to indemnify and,or compensate the party of the SECOND PART in full.

13. The party of the FIRST PART is exempted from the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 under Section 19(i) to the vacant lands held by it as it is a Government Company as defined in Section 617 of the Companies Act, 1956 (Act I of 1956).

14. If the party of the SECOND PART has availed allotment of land from the Party of the FIRST PART as an SC , ST , BC category entrepreneur thereby availing a subsidy of 50% (maximum up to Rs.20.00 lakhs) on the land price fixed for the scheduled land by the party of the FIRST PART, then following super added covenants will be contingent on the

Party of the SECOND PART:-

a. The family as a unit of the Party of the SECOND PART are eligible for allotment of only one subsided plot between them.

b. Prior to transfer of ownership over the scheduled land from the Party of the SECOND PART to any other Non-SC,ST,BC category entrepreneur, the Party of the SECOND PART shall refund the subsidies availed by it at the time of obtainment of the scheduled land from the Party of the FIRST PART and obtain an NOC from the Party of the FIRST PART for the transfer to be valid.

c. If any of the above conditions are violated by the Party of the SECOND PART, the transfer of ownership of the scheduled land will be treated as null and void. The Party of the FIRST PART shall resume the scheduled land without notice to the Party of the SECOND PART.

d. However, all the above conditionality's extend without prejudice to any financial institutions that extend loan to the Party of the SECOND PART on account of being an SC,ST,BC category entrepreneur for the purpose of establishment of plant, machinery and business in the Scheduled Land.

e. If the party of the SECOND PART sells the land to Non-SC,ST,BC entrepreneurs then the party of the SECOND PART shall pay back the rebate on land cost to the Party of the FIRST PART along with interest @ 16% per annum from the date of allotment made by the party of the FIRST PART.

SCHEDULE OF PROPERTY

DISTRICT:________________ MANDAL: ___________

VILLAGE : ____________ GRAMPANCHAYATHI LIMITS:

____

Plot No. ___________measuring an extent of _Sq.Mtrs (or)______ Sq.Yards (or) Ac._cts situated at Survey No.

_______________________part of_________________Village,_________________Mandal,

________________District AND

BOUNDED BY:

NORTH :

SOUTH :

EAST :

WEST :

IN WITNESS WHEREOF the parties have set their hands to this Sale Deed on the day, month and year herein above written in the presence of the following witnesses.

WITNESSES: FOR AND ON BEHALF OF

1.

2.

ANDHRA PRADESH INDUSTRIAL CORRIDORS INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

SIGNATURE OF THE PARTY OF THE SECOND PART

PRICING POLICY OF ALLOTMENT OF LAND AT Krishnapatnam Industrial Area, Orvakal and Kopparthy Industrial Nodes in APICDC

A. BACKGROUND

It is observed that substantial interest is being expressed by the investors requesting for allotment of land in Krishnapatnam, Kopparthy and Orvakal Industrial areas. Further, the works in Krishnapatnam Node are going in a brisk pace. Also, the EPC Contract for infrastructure development in Orvakal and Kopparthy Nodes are awarded, and preparatory works are in progress.

In this regard, it is felt necessary to evolve comprehensive pricing policy for allotment of lands in the industrial nodes under the purview of APICDC.

B. MECHANISM OF PRICE FIXATION

Price fixation is a structured, multi-step process combining cost assessment, market benchmarking, appropriate authority committee (CCEA) review & approval, and transparent notification. It is aimed to balance affordability for investors with financial sustainability and infrastructure maintenance, ensuring long-term viability and equitable allocation of industrial land.

The process of fixing prices for industrial land, follows a systematic approach to ensure fairness, transparency, and financial sustainability. The key steps are as follows:

1. Land and Infrastructure Assessment:

The pricing exercise shall commence with a comprehensive assessment of the land parcel and infrastructure scope, including:

A. Determination of **gross area, net saleable area, and land use break-up** through approved surveys and layouts;
B. Identification of **internal and external infrastructure** proposed to be developed within and outside the node; and
C. Recognition of **location-specific attributes**, zoning provisions, access characteristics, and special planning considerations impacting land value.

This stage establishes the physical and planning baseline for price determination.

2. Cost Aggregation Framework:

The base allotment price shall be derived by aggregating all relevant project costs attributable to land development and delivery, including:

Sl. No.	Cost Head	Description
1	**Land Acquisition Cost**	Cost incurred towards purchase or compensation for acquisition of undeveloped land, including rehabilitation & resettlement expenses, enhanced compensation awarded or likely to be awarded by courts, ex-gratia payments as notified by Government, and all legal and incidental expenses.
2	**Infrastructure Development Cost**	Expenditure on internal infrastructure including roads, drainage, sewerage, storm water systems, waste disposal facilities, utilities, green areas, administrative buildings, Environmental Management Plan (EMP), fibre-optic networks, and other infrastructure enhancements, including statutory charges such as layout approval fees, land-use conversion charges, NALA charges, and other levies payable to statutory authorities.
3	**Maintenance and Service Charges**	Ongoing and projected costs towards operation, maintenance, and upkeep of industrial park facilities and common services.
4	**External Infrastructure Cost**	Expenditure incurred on external infrastructure such as water pipelines, power infrastructure, and external roads required to enable development of internal infrastructure within the industrial node.

5	**Administrative, Financing and Other Charges**	Administrative overheads, financing costs, and other related expenses incurred in land development and allotment.
6	**Under-recoveries**	Cost under-recoveries arising due to discounts or rebates extended to allottees, if any.
7	**Interest Cost**	Cost of the borrowing for land & infrastructure development
8	**Risk Adjustment Factor**	Contingency provision to mitigate unforeseen & future expenditures that may arise during the implementation phase and throughout the operational life of the asset.

Costs are assessed over the economic life of the project, ensuring long-term viability rather than short-term recovery.

3. **Determination of Base Allotment Price**
Based on aggregated costs and net saleable area, a base allotment price shall be computed as a reference price for standard industrial land, ensuring:

- Recovery of project costs over the development and monetisation period; and
- Alignment with targeted financial indicators (such as project viability thresholds) approved by the competent authority.
- The base price shall serve as the foundation for further adjustments and benchmarking.

4. **Benchmarking against Market Trends:**

To balance affordability with commercial prudence, the base allotment price shall be validated through market benchmarking, including:

- Comparative assessment of prevailing land prices in nearby and comparable industrial parks and private developments.
- Time-value adjustments to account for development phasing and monetization timelines.
- Consideration of sector-specific demand dynamics influencing land absorption.

Benchmarking ensures prices remain realistic, competitive, and investment friendly.

5. **Application of Coefficients and Location Adjustments:**

Post benchmarking, differential pricing may be applied through predefined coefficients, including:

a. **Land Use Classification**: Differential rate multipliers shall be considered as per the CCEA approval for various categories of land use – industrial, commercial, residential, warehousing/multi-modal logistics hubs, and amenity spaces/parks, as prescribed.

b. **Location-based adjustments,** such as frontage charges for plots abutting major roads, highways, ports, or enjoying multiple access roads.

These adjustments reflect differential utility and market attractiveness of specific parcels.

6. Policy-Driven Adjustments:

Adjustments are considered, in line with notified industrial policy, for:
- Startup, SMEs, anchor investors, or employment-intensive projects.
- Sector-specific incentives or strategic investments.
- Special category entrepreneurs or government-mandated concessions.

Such adjustments shall be explicit, quantifiable, and time bound.

7. Committee Review & Approval:

The derived allotment prices shall be:
- Examined and recommended by the designated Price Fixation & Infrastructure Committee (PF&IC) or equivalent body.
- Reviewed and approved by the Board, with due consideration for financial sustainability, IRR thresholds, and recovery timelines.

This ensures institutional oversight and accountability.

8. Notification and Publication:

Upon approval by the board:
- Final prices, along with available plot details, are published on the authority's official website and displayed on notice boards.
- Public notification ensures potential entrepreneurs can submit applications within the specified period.

9. Review and Rationalisation:

The pricing framework shall be subject to:
- Periodic review based on inflation, market movements, infrastructure milestones, or policy changes.
- Scientific pricing models (rule-based, spreadsheet-assisted) along with updated financial plan.
- Rationalisation, where required, to maintain approved financial viability parameters while safeguarding investor confidence.

B. APPROVED PRICING MODEL FOR PHASE A PROJECT

The Board of APICDC in its 39th (Thirty Nineth) meeting held on 12th June 2026 has approved the pricing policy for allotment of land for Krishnapatnam (2006.49 acres), Orvakal (2621.15 acres) and Kopparthy (2550.65 acres) industrial nodes totaling to 7178.29 acres of land.

1. The Board has approved the master plans (revised) for Krishnapatnam, Orvakal and Kopparthy industrial nodes as detailed below:

Saleable Area (Acres)	**KRIS City**	**Orvakal**	**Kopparthy**
Industrial	872.7	1423.73	1213.47
Commercial	13.2	17.56	53.78
Residential	246.9	41.98	136.25
Amenities & Utilities	42.9	64.49	-
Warehousing/MMLH Land	100.7	124.06	-
Total Saleable Area (Acres)	**1276.4**	**1671.82**	**1403.5**
Total Area (Acres)	**2006.09**	**2621.15**	**2550.65**
Saleable Area (%)	63.63%	63.78%	55.03%

2. Based on the expenditure incurred / to be incurred for the project the tentative rate of allotment for Industrial land, Commercial land, Residential and public Amenities land are proposed as detailed below:

Land parcel	**Kris City**	**Orvakal**	**Kopparthy**
Industrial	1.75	1.75	1.25
Warehousing/MMLH	1.75	1.75	-**
Residential		-	
HIG Housing	5.08	3.92	2.80
MIG Housing	3.68	2.94	2.10
LIG Housing/EWS	3.33	2.21	1.58
Rental Housing	0.88	-***	-***
Commercial	4.90	3.50	2.50
Amenity Space	0.88	1.75	1.25

*** Multimodal Logistics Park is proposed at 9km from Kopparthy Industrial Node under PM Gati shakti Scheme.*
**** Proposed to be taken up as a separate proposal by NICDC in Orvakal and Kopparthy.*

3. **Year-on-Year Escalation based on Occupancy:**

   The year-on-year escalation shall be reviewed periodically and revised, as deemed necessary, based on occupancy levels, prevailing market demand, and other relevant factors, to ensure continued market alignment and financial prudence. Revised rates, as approved by the APICDC Board shall be updated and published on the official website of the company at regular intervals.

***

Digitally signed by
A S DINESH KUMAR
Date: 31-08-2026
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