

NEW REGULATIONS

These rules are called the "APIIC INDUSTRIAL PARKS ALLOTMENT REGULATIONS 2012".

These regulations shall apply to the Allotment of Premises/industrial plots/land, in all Industrial Parks /Industrial Development Parks, & all Theme Parks developed by APIIC. These regulations also apply to the allotments previously made, in Industrial Parks/Industrial Development Parks, & Theme Parks wherever there arise a cause of action in such allotments, after the issue of these regulations and also in cases of re-allotment of resumed premises/plot/land

These Regulations shall not apply to those cases in respect of which decisions have already been taken and also to the cases pending before the Courts.

These Regulations shall come into effect from **1st October, 2012**.

1. DEFINITIONS

1.1 "Allottee" means an individual or person including a group of individuals under Indian Partnership Act of 1932 or Limited Liability Partnership Act of 2008, or Cooperative Institution, or a body incorporated under any Act of Indian Law, established for the purpose of industrial activity/service to whom any premises was allotted by the Corporation.

1.2 "Applicant" means an individual or person including a group of individuals under Indian Partnership Act 1932 or Limited Liability Partnership Act 2008, or Cooperative institution, or a body incorporated under any Act, who has made an application in the prescribed format for establishing an industrial activity.

1.3 "Authorized Person" a person who can sign all the documents and perform all acts for and on behalf of the applicant and so authorized 'in writing'.

1.4 "Corporation or APIIC" means the Andhra Pradesh Industrial Infrastructure Corporation Ltd.

1.5 "Deputy Zonal Manager" means the officer of the corporation who is appointed as Deputy Zonal Manager and includes the one who is holding the post as additional charge and also includes any other officer who is vested with such responsibilities.

1.6 "Implementation" means where the unit was fully implemented and commenced commercial operation to the capacity indicated in the project report and has fully utilized the plot/land allotted for the purpose for which it is allotted.

1.7 "Industrial Development Park" means and includes erstwhile Industrial Development Area.

1.8 "Industrial Park" means and includes all industrial estates, Autonagars, Wood complexes, Electronic Complexes and whatever name they are called earlier. Wherever, the word "Industrial Park" is indicated, it includes Industrial Parks/Industrial development parks as the case may be.

1.9. "Large Project" means all the project/industrial unit which is not covered under MSME Development Act 2006(No.27 of 2006) Government of India.

1.10. "Layout" means and includes a plan approved or proposed to be approved or sent for approval to Directorate of Town and Country Planning (DT&CP) or any Urban Development Authority (UDA) or any other Competent Authority.

1.11. "Manager" means the officer of the corporation who is appointed as Manager by the Corporation and includes the one who is holding the post as additional charge.

1.12. "Managing Director" means and includes the Managing Director, Chairman & Managing Director or Vice Chairman & Managing Director of APIIC including the one who is holding the post as additional charge or his successor as appointed by the State Government

1.13"Micro, Small & Medium Enterprises (MSME)" mean the industrial units as defined in the MSME Development Act 2006 (No.27 of 2006) Government of India

1.14"Partial Implementation" means where the unit was implemented and gone into commercial operation either not to the capacity indicated in the project report or has not fully utilized the land allotted or both.

1.15 "Premises" or Plot or land means and includes any plot, land, shops, godowns, sheds, any structures etc., held by the Corporation in its industrial park, which is meant for sale/lease/sale by auction.

1.16."Process Fee" means a non-refundable fee, which shall be payable by each applicant at the time of filing application or obtaining any approvals/restoration etc.

1.17. "Sub Zonal Office" means the branch/field office of the corporation and functioning under the orders of the Managing Director with a specified jurisdiction of the industrial parks and which is under the control of Zonal Manager.

1.18. "Theme Park" means and includes a sector specific park like Financial District, Information Technology park, Food processing park, Apparel park, Biotechnology Park etc.

1.19 "Zonal Manager" means the officer of the Corporation who is appointed as Zonal Manager by the corporation and includes the one who is holding the post as

additional charge and also includes any other officer who is vested with such responsibilities.

1.20. "Zonal Office" means the branch/field office of the corporation and functioning under the orders of the Managing Director with a specified jurisdiction of the industrial parks

2. LAYOUT

2.1 For the purpose of allotment of premises, it is necessary to get the layout approved by the Competent Authority and the relevant statutory agencies.

2.2. While developing a large Industrial Park, exceeding 250 acres of gross area, 50% of the gross area may be earmarked for Micro, Small and Medium enterprise units only.

2.3 In the event of lack of demand from MSME Units for the above earmarked area in that Industrial Park for a period of three years from the date of first allotment to MSME units, such area can be allotted to other than MSME Units.

2.4. Lay out may also provide space for waste disposal/management wherever required and feasible. It is the responsibility of the industrial unit to take necessary actions/to make arrangements for safe disposal of treated waste complying with the norms prescribed by APPCB. However, APIIC may also facilitate setting up of common effluent treatment plants for homogeneous industries/industries of same in the industrial park.

2.5. Suitable area may be earmarked for Industrial Housing as per the need.

3. SITE PLANS

3.1 Zonal Manager shall ensure that detailed survey and measurements are done for each of the premises in the Industrial Park.

3.2. Site plans of premises/plots, of all the common use areas earmarked, for green (open) spaces and of all the common facilities, are prepared and boundaries fixed, with standard boundary stones along with the details like dimensions, extent of plot/area, survey no. in which the same are situated are made available in the Zonal and the Sub-Zonal offices of the Zone for information of entrepreneurs

4. NOTIFICATION OF INDUSTRIAL PARKS

4.1 Whenever a new Industrial Park is developed by Corporation, Head Office of APIIC shall cause publication of the same, in one news paper in English and other in Telugu which has wide circulation intimating the launch of the New Industrial Park and inviting entrepreneurs to file applications for allotment.

4.2 The details of all industrial parks regarding facilities and availability of land for allotment and rate per sq. mt shall be hosted on the web sites of APIIC and Commissioner of Industries. The same shall be displayed on the notice boards of the respective Zonal, Sub- Zonal offices of APIIC and offices of DIC regularly.

4.3 In respect of vacancies in all Industrial Parks, the information shall be updated on the web site and also simultaneously cause display on the notice boards of the respective Zonal, Sub-Zonal offices of APIIC and offices of DIC.

4.4 The details of vacancy shall also be communicated to the respective District Collectorate, offices of District Industries Centre and AP State Financial Corporation.

4.5 The layouts of Industrial Parks should be displayed on the Notice Boards of respective Zonal/Sub Zonal offices and DIC offices. The layouts should also be placed in the web site of APIIC and Commissioner of Industries.

4.6 The components of infrastructure planned for an industrial park, will also be displayed in the website of APIIC

4.7. All the allotment committee members shall also be notified of the vacancy through e-mail or any other accepted mode of reference.

4.8 Allotment Committee:

4.8.1. The allotment committees will be constituted as per the directions of the Board of APIIC and/or Government of AP. It will be multi-tier structure with a provision to decide on the allotments with reference to value of the land sought for by the applicant and viability of the project and compatibility of the type of industry in the chosen industrial park.

4.8.2 The functions of the Allotment Committee will be defined by the Board of APIIC.

4.8.3. All allotments are made at the rate applicable as on the date of filing the valid application and 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*. Since the applications are considered at different levels of the allotment committee and any delay in

convening the allotment committee either at the district or at Head Office, shall not affect the applicant who has filed the application in full shape during the currency of the land rate and waiting for the allotment. However, this will not be applicable for deferred applications.

5. PRICE FIXATION & INFRASTRUCTURE COMMITTEE (PF&IC)

5.1 For fixation of land cost and to determine the level of infrastructure to be provided in an industrial park a committee may be constituted by MD, APIIC, called Price Fixation & Infrastructure Committee. It will replace the existing 'Price Fixation Committee'.

5.2 The role and responsibilities of the committee are as follows:

- a. To recommend the cost of land/premises to be allotted in an industrial park
- b. To discuss and recommend the level of infrastructure facilities to be provided for in an industrial park
- c. To review and recommend land cost in all the industrial parks periodically and upon the requirement.
- d. In cases where implementation of any project is delayed due to non-provision of any infrastructure facility by APIIC, the committee may recommend extension of time for implementation to such allottee after examining his request about non-provision / delay in execution of development works for extending time for implementation of project with or without penalty and such recommendations are to be considered by MD for approval or otherwise.
- e. In addition, PF&IC may review the land cost in any industrial park from time to time, depending on market conditions, enhanced land compensation claims made/received , additional infrastructure costs to be incurred or such events.

5.3. The PFI Committee is a recommendatory body and MD, APIIC may approve or modify the recommendations of the committee with reasons to be recorded.

5.4 The land costs, as approved by the MD, from time to time, for all the industrial parks are to be placed before the Board for information and shall be updated on the websites of APIIC & Commissioner of Industries.

6. FIXATION OF LAND COST

6.1 While fixing the land cost, the following components are taken in to consideration:

6.2 Land cost;

6.2.1 Cost of land acquisition includes land as fixed in the award and the costs incurred towards land acquisition proceedings

6.2.2. Rehabilitation and Resettlement cost, if any, as per Government policies.

6.2.3. Establishment charges of Special Deputy Collector, Land Acquisition Unit, if any.

6.2.4. Enhanced land compensation claims awarded by the Courts.

6.2.5. In case of Government lands, the value of the Government land as fixed by the Government through its alienation orders or any other communication and if the alienation cost is not fixed by the Government, the value of Government land is to be taken on par with Patta (private) land.

6.2.6. Any other charges incurred during acquisition / alienation including legal and other relevant expenses.

6.3 Internal Infrastructure Cost;

6.3.1. Layout approval charges/land use conversion charges/development cost or any other such statutory charges including NALA charges, etc. which are payable as levied by the statutory agencies.

6.3.2. Estimated cost of civil works like roads, water supply, power supply, sewerages, Administrative building, Environment Management Plan like CETPs, landfills etc

6.3.3. Administrative charges at the applicable rate as decided by APIIC from time to time.

6.3.4. Cost of the money spent on the above elements as determined by APIIC from time to time.

The above are the general principles of fixation of land cost at the time of fixing the land cost for the first time.

6.4 However, in cases where land has already been allotted at various rates, a breakeven cost is worked out duly considering realizations made till that time and internal infrastructure to be done in future depending up on the need. Land cost is also revised if enhanced compensation claims which were to be paid and not included in the land cost earlier.

6.5 In general, all the industrial parks shall have minimum facilities as indicated above. If any allottee desires to have more infrastructure facilities than provided for, the extra cost for providing the same will have to be met by the applicant as communicated by APIIC. Else the allottee may provide for the same at its cost.

6.6 The cost of the premises which are resumed or not new, would also include the land cost including development cost as mentioned above for the plot plus the cost of the superstructure to be fixed as per the current Standard Schedule of Rates duly taking into account the administrative charges, interest on expenditure for the construction period etc., and duly deducting cost of repairs, depreciation etc

6.7 Frontage Charges.

1. Frontage charges for premises, located facing/abutting the National Highways/ the Service Road of the Corporation parallel to the N.H. shall be levied at 20 % of the cost of the premises.
2. Frontage charges for premises, located facing/abutting the State Highways, or the Service Road of the Corporation parallel to the S.H, shall be levied at 10% of the cost of the premises
3. Frontage charges for premises facing/ abutting District/PWD and ZP roads, or the service road of the Corporation parallel to District/PWD road, shall be levied at 5% of the cost of the premises
4. Even if service roads formed by Corporation divide the plots/sheds from the National Highways/State Highways etc., frontage charges shall be levied as mentioned above.
5. Frontage charges shall be levied up to a maximum extent of 20,000 Sq. Mtrs. per allotment.
6. In respect of sheds, frontage charges shall be levied only on the cost of plot area.
7. Frontage charges levied shall form part of the cost of premises.
8. For allotments made through public auction, no frontage charges need be levied

9. For plots allotted at commercial rates, frontage charges need not be levied.

9. Zonal Managers should ensure that wherever applicable frontage charges at the prescribed rates are levied the same shall be included in the allotment letter.

6.8. The allotment shall be made at the cost of premises arrived at, as per the rate, fixed by the Corporation and applicable as on the date of filing application unless otherwise specified or indicated. **(4.8.3)**

6.9. In a new industrial park, the system of giving 10% rebate in land cost for MSME entrepreneurs who commence commercial production within a period of two years from the date of possession of the plot is introduced subject to limiting of such rebate to 10% of the net usable area of that Industrial Park on "first come first serve" basis. Such industrial Parks will be recommended by PFIC and approved by MD, APIIC from time to time. They will be notified and placed in the website of APIIC. The final allotment letter will mention that such identified eligible allottee will first pay the total land cost and then claim rebate after commencement of commercial production as agreed at the time of seeking allotment of land. All such cases for grant of rebate shall be referred to PF&IC for approval. In the event such eligible allottee fails to avail the rebate of 10% on the land cost (prevailing at the time of allotment), the allotted area will fall in non-incentive category.

6.10. The grants, if any, given by Government under certain specified schemes covering any component(s) of infrastructure will be utilized for the purpose intended and will not be included while fixing the land cost. This will not apply for subsequent revisions of land cost of that industrial park.

6.11. For allotment of land to MSME units, the cost of land will be arrived at by adding land cost and 50% of cost of infrastructure subject to receipt of grant from the Government of India / Andhra Pradesh for the specified industrial park. This incentive will not apply for subsequent revisions of land cost of that industrial park. **This incentive is industrial park -specific.**

7. LAND FOR LARGE PROJECTS & ALLOTMENT OF LAND IN PHASES

7.1 LAND FOR LARGE PROJECTS

- a. Requests from entrepreneurs for allotment of land on "as is where is basis" will be considered on case to case basis. And in that event, all statutory approvals are to be procured by such allottees.
- b. Government may also direct APIIC to allot land for mega/large industrial projects and the infrastructure facilities to be provided are as per the arrangement/agreement entered into between the Government and the Investor/Promoter
- c. In such cases, separate/exclusive agreement/Memorandum of Understanding shall be entered into between the Government/ APIIC and investor/developer.
- d. The conditions of such agreements/memorandum of Understanding will prevail upon such allotments for implementation of the project.
- e. The cost towards land and infrastructure facilities will be worked out separately and will be collected from the investor/developer as per the agreed time lines.

7.2 Allotment of land in Phases:

- a. The allottee at the time of filing application for allotment of land may seek allotment in phases depending on the progress of execution of the project and seeks reservation for the land to be utilized in the subsequent phases.
- b. In such cases, allotment may be considered for the initial phase and the balance extent of land may be kept reserved for a maximum period of 5 years from the date of allotment for the initial phase, duly levying a process fee @5% of the prevailing land cost for each year of reservation which is payable in advance.
- c. During the period of reservation, the allottee may opt to convert reservation to firm allotment, and the same can be considered at the prevailing land cost and not at the rate prevailing on the date of first allotment.
- d. However, the requirement of land will be evaluated afresh depending on the progress of project/utilization of the allotted land and the prevailing allotment guidelines.
- e. At the end of the 5 years, the land reservation is withdrawn.

- f. The reservation of land is not transferable. The reservation fee is not refundable or adjustable.
- g. In all such cases, the Zonal Manager shall ensure that the activity by the allottee, should commence at one end of the plot and not from the middle of the allotted land, to ensure that in the event of non utilization of the land, the balance land which was reserved or allotted, can be resumed without any inconvenience to the allottee and APIIC.

8. APPLICATION FOR ALLOTMENT

- 8.1 Application for allotment of 'premises' in Industrial Parks for industrial purpose and also for common use facilities for industries shall be made "On-line"(website: www.apiic.in and www.apindustries.com)
- 8.2 The Application shall only be filed by the entrepreneurs through 'on-line'.
- 8.3 No application fee is payable.
- 8.4 Help desk at Head Office, Zonal Offices of APIIC, Commissionerate of Industries and GM-DIC offices, shall provide assistance to entrepreneur to upload the application on-line.
- 8.5 Immediately on filing the application "on-line", the same shall also be notified to the members of the Allotment Committee concerned by e-mail.
- 8.6 Separate application should be filed on-line in case the applicant seeks allotment at different Industrial Parks. Necessary attachments should be filed separately for each application
- 8.7 Applications are not transferable from one Industrial Park to another Industrial park, and any such request is treated afresh.
- 8.8 The Applicant shall file the physical applications with Zonal Manager/Offices of DIC along with DDs for EMD and non-refundable process fee and other relevant documents including project report, and Entrepreneurs Memorandum Part I/II etc., within a period of 7 (seven) calendar days in respect of applicant resident in India from the date of e- filing, and 15 (fifteen) calendar days from the date of e filing in respect of applicant who is not resident of India. The applicant shall ensure that the physical application along with annexure is received in the respective zonal office/ DIC Offices within the stipulated time.
- 8.9 The following shall be attached while sending the physical application form.
 - a) Downloaded Application form which was already filled in on-line duly signed by Applicant / the authorized person
 - b) Valid DD towards EMD at 10% of the value of the premises.

- c) Valid DD towards non-refundable process fee at 0.1% of the value of the premises sought for by the applicant subject to a minimum of Rs.1000/-
- d) Separate DDs should be obtained for EMD and non-refundable process fee
- e) All attachments/enclosures shall be attested by the authorized person.
- f) Authorization letter, wherever necessary.
- g) Attachments to the application as filed with e-application.

h) Other documents to be attached.

- Detailed Project Report/profile with process flow chart, justifying the extent of the land/shed applied for with break-up, details of plot/shed already possessed, whether the premises are required for re-location (shifting) or expansion purposes manufacturing Process, proposed installed capacity (quantity and value), Power, water requirement etc, for the project.
- Plant / Machinery layout of the proposed project and details of greenery/lawn to be maintained as per the norms of APPCB, if any.
- Copy of partnership deed, in case of existing partnership firm. In case of proposed partnership firm, it should be stated that "Promoter of proposed Partnership firm, giving the names and full addresses of all the partners.
- A copy of Memorandum and Articles of Association in case of limited Companies and a copy of resolution authorizing the applicant to apply on behalf of the company; if the application is made in the capacity of a promoter of proposed company, same should clearly be stated as "Promoter of proposed Private/Public Ltd Company" and names and full addresses of all the promoters may be indicated. If application is being made on behalf of a group of companies and if at the time of making application, it is not known as to which of the companies or a new private/public company from the group will implement the project, the applicant should clearly mention this in the application form and also enclose a list of the companies or individuals with full addresses who are likely to take part in implementation or promotion of the new company.
- In case of Co-operative Societies/ Societies registered under the Societies Registration Act, similar details as in the case of limited company may be furnished.
- Self - Certified copy of address proof in case of Proprietary firm or Partnership firm (copy of any one of i) passport first page and last page, ii) Ration card iii) electoral card
- Valid Driving license.
- Self certified Copy of PAN Card

- 2 Photographs of the Applicant(s) in case of Proprietary firm or Partnership firm and authorized person in case of Company.
- Entrepreneurs Memorandum Part-I / Part-II (SSI Registration Certificate) issued by the District Industries Centre or any other relevant certificate;
- Technical Education/Qualification of entrepreneurs/promoters.
- Caste certificate issued by competent authority in case of SC/ST Entrepreneurs,
- Discharge certificate in case of ex-service man.
- Self-employment registration in case of self-employed entrepreneurs
- Any other relevant documents in support of the application

9. SCRUTINY & CATEGORISATION OF APPLICATIONS

9.1 The applications, filed 'on-line', will be scrutinized by the allotment committee on the scheduled date of Allotment Committee meeting.

9.2 Incomplete applications filed on-line shall be rejected and the applicants are to be informed about the reasons for rejection. However, rejection is not a disqualification. All the deferred applications are deemed to be rejected for the purpose of validity of the land rate.

9.3 The Process fee is non-refundable.

9.4. Subject to the viability of the project, the applications received shall be categorized into the following categories

a) Entrepreneurs from Ex-Servicemen category, subject to production of necessary evidence of having served in the Military/auxiliary services.

b) The allottees who have implemented the industries in the allotted land fully and seek for adjoining/nearby premises for expansion of their existing units in the same Industrial Parks/Industrial Development Parks and such expansion involving a minimum 25% in the original installed capacity.

c) Women entrepreneurs;

d) Land losers- out of acquisition of lands secured for development of industrial parks by APIIC

e) Entrepreneur Development Programme (EDP) trainees;

f) Technocrats having experience in the line of manufacture who intend to resign from the service/or having served in Government, Public or Private Undertakings for the purpose of setting up of industrial units;

g) Others, not falling into the above categories.

9.5 No Reservation in considering applications for allotment, but priority shall be assigned depending on the viability of the project.

9.6 In case of allotments to IT/IT Enabled Services the guidelines/policies of the Department of IT & C may be adopted.

9.6 The above priority/categorization will not apply in cases of the industrial areas where allotment is through public auction.

9.7 In cases of allotments to SC/ST entrepreneurs, including concessions in the land cost, penalties, restoration fee etc. the guidelines/directions of the Government issued, from time to time, shall prevail. (Chapter 13)

10. PROVISIONAL ALLOTMENT

1 The provisional allotment letter should indicate the details of premises, extent, and purpose of allotment and value of the allotment.

2. The allotment letter shall detail the components of infrastructure planned/provided for in the industrial park.

3. A copy of site plan shall also be attached along with the provisional allotment letter.

4. The allottee shall pay the entire cost of the premises as indicated in the provisional allotment with undertakings, as prescribed therein, within 90 days of the receipt of the provisional allotment letter. From 91st day to 180th day, the outstanding amount shall be paid with applicable rate of interest. Beyond 180 days, the provisional allotment shall stand cancelled without any further notice. No request for restoration of allotment shall be considered.

4 Provisional Allotment letter should be dispatched to the address of the allottee by registered post with Acknowledgment Due or handed over in person to the allottee under proper acknowledgement. The provisional allotment letter shall also be sent by email registered with APIIC.

11. SWITCH OVER OF PREMISES

11.1 Applicants may seek for change of premises before or after allotment.

11.2 In all such cases, the applicant shall file 'on-line' application afresh and allotment is subject to availability of the premises and also compatibility of the industry in the chosen industrial park/industrial development park and at the prevailing rates of land cost.

11.3 In cases where the plot is allotted and Corporation is unable to process further for possession and agreement, the EMD is fully refundable at the request of the allottee. If the allottee request for alternate plot in the same industrial park such a request can be considered at the cost of original allotment. And such request shall be entertained only once.

11.4 In case the allottee requests for an alternate premises in any other industrial park, in lieu of refund of amounts (11.3), such an application will not be given priority and the allottee shall pay the difference of land cost if any arising out of the difference in rate of land cost subject to the availability of chosen plot.

11.5. If the allottee requests for alternate plot in the same industrial park or any other industrial park, as an alternate choice, on his/her own consideration, in all such cases, the applicant shall be treated as the new applicant and shall not be conferred any priority in the allotment and the applicant shall make the application 'on-line' and shall be considered as per the procedure mentioned herein.

11.6 In all cases of switch over of premises, the date of first allotment shall be reckoned for the purpose of stipulated 90 days payment and all other guidelines mentioned herein, including the time for implementation.

12. PAYMENTS:

12.1 All amounts payable should be made by way of Demand Draft (DD), Pay Order(PO), or Bankers Cheque(BC) (hence forth called Demand Draft (DD) from any Scheduled Bank and should be drawn in favour of "APIIC Ltd " and the same should be payable "at par" at the respective places of Zonal Offices . 'Online payments' are also accepted.

12.2 The DD should have validity period of not less than 2 months at the time of payment to APIIC

12.3 Payment by cheques other than EMD/Process fee is also allowed subject to submission of same seven (7) working days prior to the due date. The cheques should be payable 'at par' in the respective places of zonal offices. Outstation cheques are not accepted.

12.4 Any bank charges levied for collection of Demand Draft/cheque by the Bank shall be to the account of the allottee.

12.5 The credit of the amount of cheque/DD will be given on the realization date.

13. ALLOTMENT OF LAND TO SCHEDULED CASTE (SC) / SCHEDULED TRIBE (ST) ENTREPRENEURS

13.1 All procedures regarding allotments of land and concessions in the land cost/process fee etc to SC/ST entrepreneurs in the industrial parks shall be as per the directions issued by the Government from time to time/Board of APIIC.

14. ALLOTMENT BY AUCTION

14.1 MD is authorized to notify and de-notify certain industrial parks/industrial development parks/ or certain notified premises in industrial parks/industrial development parks under auction through publication in Newspapers.

14.2 MD may also consider to notify certain premises for auction', in Industrial Parks/Industrial Development Parks which are not notified under auction, due to location advantage and demand.

14.3. The terms and conditions of auction shall be decided by the MD from time to time.

14.4 The de-notification, of any industrial parks/notified premises in industrial parks under auction, shall be through the publication in the newspapers.

15. ALLOTMENT OF PREMISES FOR PUBLIC/UTILITY AGENCIES

All allotments are to be considered in the common areas and notified and approved in the layout.

15.1 At free of cost for:

- (a) Post office subject to a maximum of 500 sqmts;
- (b) Fire station subject to a maximum of 1000 sqmts;
- (c) Police station subject to maximum of 500 sqmts;
- (d) Government/ ESI Dispensaries subject to a maximum of 500 sqmts;

15.2 The allotment to the following agencies will be done as per the rates fixed by the PF&IC - "at cost".

- a) Andhra Pradesh Power Transmission Corporation (or its subsidiaries) provided the land is used for putting up for dedicated substation for the respective industrial park/industrial development park. The extent of land shall be determined by the scale of the activity/capacity of the sub-station.

- b) Andhra Pradesh State Road Transport Corporation for providing dedicated transport terminal/bus depot
- c) Water supply Boards/similar agencies.

15.3 For the following agencies 1 $\frac{1}{2}$ times of land cost as fixed by PF&IC:

- a) Scheduled Banks
- b) Dispensaries run by private individuals/missionaries/corporate bodies
- c) Any other commercial purpose compatible to the industrial or allied services like Canteens, weigh bridges, warehouses, cold chains
- d) Any telecom service provider

15.4 An extent of land not exceeding 500 Sq. Mts. would be earmarked for the Service Society of the industries located in the industrial area on lease basis for a period of 25 years with lease rent of Re.1/- per Sq.Mtr. per annum and to consider allotment only after the Service Society mobilizes necessary capital funds for construction of building or for any activity of the Corporation.

15.5 Allotment can be considered on lease/sale at commercial rates for Petrol retail outlets subject to clearance from the local authorities.

15.6 If the land earmarked for common facility is not allotted to any one and all the common utilities/services are available in the Industrial Park, the vacant land earmarked for Common Facilities Area can be considered for allotment for industrial use at normal rate of land cost, subject to terms and conditions of lay out approval. APIIC reserves the right to change common facility area as per the requirement.

15.7 All such cases as stated in para 15.6, the Zonal Manager shall send a comprehensive report along with lay out details to the Head Office, for taking a decision through PFIC.

16. FINAL ALLOTMENT ORDER:

16.1 The Zonal Manager shall issue Final allotment letter in the prescribed proforma within (5) days from the date of payment of the entire cost of the premises.

16.2. The final allotment order shall mention that the allottee is eligible for rebate of 10% of the land cost subject to compliance of allotment order and commencement of commercial activity/production within 2 years from the date of possession. And the eligible rebate amount, after approval of APIIC (HO), shall be paid or adjusted whichever the case may be.

16.3. The rebate of 10% on the allotted value of the land is only an incentive and shall not be claimed as right and APIIC may withdraw the benefit at any time due to any exigency.

17. EXECUTION OF SALE AGREEMENT AND PHYSICAL POSSESSION

17.1 Agreement of sale in a prescribed format shall be executed by the allottee and Zonal Manager / Dy. Zonal Manager (AM) within one month from the date of receipt of Final Allotment order. A notice shall be issued to the allottee immediately after expiry of 30 days from the date of issue of Final Allotment order, in case of non-execution of sale agreement. The Agreement shall be registered within 21 days.

17.2 Physical possession shall be delivered only after receipt of total land cost and execution of sale agreement. The Zonal Manager / Dy. Zonal Manager (AM) shall cause actual plot to be measured physically and boundaries of the plot shall be fixed on the ground, as per the site plan attached to the provisional allotment order. Possession certificate in the prescribed format duly mentioning the exact area / Survey No. shall be signed by the allottee and ZM / DZM (AM).

18. MONITORING OF IMPLEMENTATION OF PROJECTS:

Micro/Small/Medium Enterprises:

18.1 The allottee, within six months from the date of taking over possession, shall take necessary steps for implementation of the project and file such papers in evidence of implementation, like applying or securing approval of building plan, power supply, sanction of term loan, Consent for establishment from AP Pollution Control Board or any other document in conjunction with the above approvals / permissions.

18.2 The allottee shall obtain the required statutory approvals/permissions and commence commercial production within two years from the date of possession of the allotted premises and implement the project in full as envisaged in the Project Report furnished by him at the time of filing the application for allotment.

18.3 Sheds; The allottee shall within (3) months of being put in possession of the shed, file application with APTRANSCO for power supply connection and obtain other necessary permissions from the competent authorities, including Consent for establishment from APPCB, financial sanctions etc.

18.4 The allottee shall commence commercial production duly obtaining regular power supply connection and other statutory approvals/permissions within one year of being put in possession of the allotted shed (premises).

Large Projects:

18.5 In case of allotments made for large projects, the time for implementation shall be as per the milestones/timelines, given in the project report and as approved by the Allotment Committee.

18.5. (b) The allottee, within the stipulated time as indicated in the Project Report, from the date of taking over possession shall take necessary steps for implementation of the project and file such papers in evidence of implementation, like applying or securing approval of building plan, power supply, sanction of term loan, Consent for establishment from AP Pollution Control Board or any other document in conjunction with the above approvals / permissions.

Other Conditions:

18.6 The allottee must submit periodic reports to the Zonal Manager reports about the progress in implementation.

18.7 The Zonal Manager or any other officer authorized by the Zonal Manager, shall inspect the premises at least once in every (3) months to verify progress on the implementation and assess the progress of implementation and record his findings in the proforma prescribed.

18.8. During such inspections by the Zonal Manager / Deputy Zonal Manager to the premises allotted, if it is found that the project has not been fully implemented even after completion of two years from the date of final allotment, then steps shall be taken for cancellation of allotment immediately as per the procedure prescribed.

19. TIME FOR IMPLEMENTATION OF THE PROJECT

19.1 Micro /Small / Medium Enterprises

a) As per the allotment order and agreement of sale, the allottee is allowed 2 years (24 months) time for full implementation of the project as per the time lines given in the final allotment order.

b) The period of Implementation may be considered to be extended up to one more year (12 months) in respect of Industrial parks where provision of infrastructure

development is delayed and/or where the allottee furnishes reasons for delay in the implementation and such reasons are beyond his control. Such extension of time shall reckon from the date of stipulated 24 months time.

c) In all cases, the maximum time for implementation shall not exceed 5 years subject to provision of infrastructure by APIIC (including the initial allowed time of 2 years and cooling time of one year) from the date of taking possession of the premises. The premises shall be resumed after following the due procedure for cancellation. In all cases of extension of time for implementation of the project, penalties/interest, as prescribed, will be levied.

d) For all cases, other than where waiver of penalty / interest granted, the penalty/interest, as prescribed wherever extension of time for implementation of time is granted, shall be levied.

e) Any allottee who seeks for any relief and having reasonable grounds may be considered as per these Regulations.

19.2 Large Projects.

19.2.(a) The timelines for implementation of large projects are as envisaged in the project report furnished at the time of seeking allotment and if the timelines are revised, the same are subject to the approval of Price Fixation & Infrastructure Committee.

19.2.(b) If there is delay in providing infrastructure facilities or in the project commissioning and /entrepreneur has valid reasons for such delay, which are beyond his/her control, one year extension may be granted without levying penalty or interest. The PF&IC may consider further extension of time not exceeding 2 years with penalty @ 2% of the prevailing land cost. (5.2.d)

19.3.Any allotment of land which is made in compliance of the Government orders shall be referred to the Government with recommendations of APIIC on granting of time for implementation and for levying of penalty.

19.4 In cases, where there is partial implementation of the project like going to commercial production of lesser capacity and utilizing the lesser extent, the time for implementation may be considered by 2 more years with a penalty @ 3% per extension on the prevailing land cost. This penalty is not to be computed with other penalties. Action shall also be initiated for cancellation of the unutilized extent of land and for resumption.

19.5 In cases where the infrastructure facilities as sought for by the allottee in the application are not provided for and not included in the cost of the land,

extension of time shall be granted till the provision of such facility is provided and applicant shall pay the required cost of facility to APIIC or to the agency that executes the facility. This shall be determined on case to case basis. In such cases no penalty shall be levied for the period considered for providing the additional infrastructure facility sought.

20. CANCELLATION & WITHDRAWAL OF ALLOTMENT

20.1 In case of failure on the part of the allottee to make total payment towards cost of premises within the stipulated time from the date of receipt of Provisional allotment letter, the Zonal Manager shall cancel the provisional allotment immediately after completion of the period indicated below:

- a) for Industrial Parks after 180 days
- b) in case of auction after 30 days

No request for extension of time / restoration of allotment beyond the stipulated time is considered.

20.2 If total cost is paid by the allottee, but fails to execute agreement of sale and take physical possession within the stipulated time of 30 days, the final allotment letter is liable to be withdrawn by the Zonal Manager. It is the responsibility of APIIC and allottee to ensure execution of agreement of sale within 30 days from the payment of total amount failing which the allotment will be cancelled duly issuing notice of 15 days time.

20.3 After execution of sale agreement and taking possession of the premises, if the allottee fails to implement the project within the stipulated time from the date of possession, Zonal Manager shall issue notice to the allottee to 'show cause' as to why allotment should not be cancelled for violation of terms & conditions of final allotment orders and advising the allottee to surrender the vacant possession of the premises.

20.4 In case the allottee, replies to the notice, explaining the reasons for the delay, the Zonal Manager, shall send a report offering remarks on the explanation of the allottee, seeking further instructions of Head Office, for extension of time/cancellation.

20.5 If the request of the allottee for extension of time for implementation of the project is not considered, the Zonal Manager shall issue 'Cancellation order cum Resumption Notice within 7 days of receipt of communication from the Head Office.

20.6 The Zonal Manager shall resume the possession of the premises on the date specified in the cancellation order cum resumption notice. The Zonal Manager shall also initiate action for cancellation of sale agreement and refund the amounts paid after making necessary deductions within 15 days from the date of resumption of premises.

20.7 The Cancellation Orders cum Resumption Notice shall be sent to the address given in the Application form or to the last known address of the allottee by post under Registered Post & Ack. Due and Certificate of Posting and by e-mail. Copy of the Cancellation-cum-Resumption Notice shall also be sent to the APSFC / Financial Institutions, in case No Objection Certificate is issued to such Financial Institutions by the Zonal Managers for financing the unit.

20.8 A copy of the Cancellation Order cum Resumption Notice must also be affixed on conspicuous place in the premises if there is any structure in the presence of three witnesses.

20.9 The envelopes returned by the Postal Department undelivered to the addressee must be filed in the file as it is without opening the envelope.

20.10 On the date subsequent to the date mentioned in the Cancellation Order cum Resumption Notice, the Zonal Manager shall enter the premises under the right of re-entry in the presence of witnesses duly conducting a Panchanama on the spot.

20.11 Copies of Resumption Report must be sent to the defaulter allottee by Registered post & Acknowledgment Due. While resuming the premises, (colour) photographs should be taken showing the physical features / damages caused to the premises. Immediately after completion of the resumption of the premises, Zonal Manager should get a Notice affixed on the premises resumed by APIIC "***Trespassers will be prosecuted***" and ensure that the premises are protected from trespass by the defaulter allottee or any other person.

20.12 After resumption of the premises, Zonal Manager shall keep a watch over the public property of the premises. Any articles that were taken into the custody by Zonal Manager during Panchanama, same may be disposed off duly obtaining prior permission of HO.

20.13 In case the allottee is not able to implement the project due to any reason which is beyond his control, refund of the principal amounts can be made to the allottee after due cancellation of allotment and sale agreement, provided the allottee surrenders the land to the Corporation voluntarily and registers the cancellation deed. Such resumed premises shall be notified under vacancy.

21. RESTORATION

21.1 . Cases of non-execution of agreement of sale

a) In cases, where the allottee, after payment of total cost of the premises, failed to execute the sale agreement within stipulated time of one month, the allotment is liable to be cancelled. If the allotment is cancelled, it shall be restored after the allottee complies with the notice issued by the Zonal Manager. No penalty is levied where there is delay in execution of sale agreement.

21.2. Restoration of allotment in cases after issue of Cancellation Order-cum - Resumption Notice

a) In case of allotments where cancellation is done for non-implementation within the stipulated time from the date of possession of the premises, and when the premises is not resumed by the Zonal Manager, any request for restoration of allotment shall be made by the allottee, to the Zonal Manager within one month from the date of receipt of cancellation orders-cum-Resumption notice.

b) Such request shall be made duly furnishing credible documentary evidence in support of delay in the implementation of the project like sanction from Financial Institutions, clearance from Andhra Pradesh Pollution Control Board /sanction of power from AP Transco/or any other related agency both at the Centre and State. The allottee shall also furnish an undertaking on Rs100/ Non judicial stamp paper agreeing to complete the project within the stipulated time from the date of receipt of restoration orders.

c) The Zonal Manager shall forward the request proposal to the Head Office and after obtaining the approval from the Head Office, the Zonal Manager shall issue the Restoration of allotment in the prescribed form duly indicating the penalty.

21.3 Where Premises is resumed:

a) In cases, where the Zonal Manager, resumed possession of the premises, as per the terms of cancellation order-cum-Resumption Notice, no request for restoration shall be entertained and the applicant shall be advised to file apply for premises afresh. The Zonal Manager shall cause a notice in the papers informing that the said premises was resumed and available for allotment.

22. PROCESS FEE

22.1 At the time of application - 0.1% of the value of the premises subject to a minimum of Rs.1000/-

22.2 For all cases of Changes in line of activity- Rs. 5000/-

22.3 For all changes in name of the Firm without any changes from the original partners /proprietor / firms, in death case to legal heirs. - Rs 5000/-

22.4 For change in Constitution - 3% of the prevailing cost of the land on the date of issue of approval subject to a maximum of Rs 2.00 lakhs

22.5 For Transfer of allotment - 5% of the prevailing cost of the land on the date of issue of approval subject to a maximum of Rs. 5.00 lakhs

22.6 Transfer of allotments shall be done only after project implementation.

22.7 Process fee is to be levied on land cost only even in case of sheds.

23. PENALTIES

23.1 Where allotments are cancelled for non-execution of agreement of sale within the stipulated time - NIL

23.2 Where allotments are cancelled for non-implementation of the project within 2 years from the date of possession of the premises:

- 2% on the land cost prevailing on the date of restoration-for extension of the period of implementation by one year (2+1 years)
- 2%+1% (3%) on the land cost prevailing on the date of restoration-for extension of period of implementation by one more year (2+1+1 years)
- 2%+1%+2% (5%) on the land cost prevailing on the date of restoration - for extension of period of implementation by another one year (2+1+1+1 years)

- If a request is made for extension of time for implementation of the project before cancellation of the allotment, a fee @1% of the prevailing land cost may be levied for every year of extension, which shall not be more than 2 years. However, in case of extension of time for one more year (beyond 2 years), 2% of the prevailing land cost shall be levied in the addition to the above penalties. (1+1+2).

23.3 "In cases of partial implementation, the extension for implementation of the unit / project may be considered for 2 more years from the date of issue of orders with a penalty of 3% per extension on the prevailing land cost. After the expiry of two years, action shall be initiated for resumption of the premises following due procedure.

23.4 This penalty is levied exclusively for 23.3 and need not be reckoned along with 23.2

23.5 In case of allotments made to SC / ST entrepreneur all penalties shall be as per the directions of the government/board of APIIC

23.6 Penalty is to be levied on land cost only even in case of sheds.

24. REFUNDS

24.1. If any applicant makes a request for refund of EMD paid by him withdrawing his application before provisional allotment letter is issued, full EMD shall be refunded. The Process fee is non-refundable.

24.2. If the application for allotment could not be considered for want of vacant plots/ sheds or stands rejected, full EMD shall be refunded. However the process fee is refundable after deduction of Rs.2,000/-.

24.3. If the allotment letter for premises is issued but the allottee fails to comply with the terms and conditions of allotment and consequent to cancellation, and where request for restoration of allotment is not considered the EMD to be forfeited as follows:

For plot/land up to 1.00 acre - Rs.10,000/-

For plot/land above 1.00 acre - Rs.10,000/- per acre or part thereof.

24.4. If the allotment is cancelled and the premises is resumed by the Corporation after due process of issue of Cancellation Order cum Resumption Notice or if the allottee surrenders the premises, the amounts paid by the allottee including EMD stand forfeited as per the terms and conditions of agreement.

However, as a measure of goodwill gesture, the Corporation may, at its discretion, consider refund of amount as indicated below:

- a) Amount to be deducted @ 5% per annum or part thereof on the cost of original allotment taking the period of occupation of the plot/land/shed/shop into account apart from the forfeiture of EMD @ Rs10,000/- per acre or part thereof.

24.5. Only after the deed of Cancellation is executed and got registered, refund may be considered.

24.6. In case where possession was not delivered, the amounts paid towards the cost of the premises shall be refunded duly forfeiting the EMD as indicated above. The process fee is non-refundable.

24.7. Refunds shall be made duly deducting the amount so arrived at from the payments made by the allottee to Corporation towards cost of premises. Interest paid/appropriated towards belated payment is not refundable.

24.8. In case the amounts paid by the allottee are lesser than the amount to be deducted, no amount is refundable to the allottee.

24.9. The amounts paid towards process fee, penalties, etc. are not refundable.

24.10 The amount towards repairs, damages caused, loss, theft of fittings, shall be deducted out of the amount if any refundable to the allottee.

24.11 In case, power supply is obtained by the allottee, a "**No Dues Certificate**" and "**Dismantling Certificate**" from APTRANSCO /APDISCOM shall be submitted before refund.

24.12 Dues in respect of water charges shall be deducted for the actual consumption as against the maximum rate as per the agreement.

24.13 The allottee shall also pay the property tax, to the local body/ authority and a certificate to this effect shall be furnished before refund.

24.14 If there are any buildings/additional structures made by the allottee on the Plot/ shed, the Corporation may at its option either refund the cost of such structures after it is realized from the re-allottee or adjust the amount towards deemed rentals for period of occupation of the property by the allottee. APIIC may otherwise direct the allottee for removal of the same at his cost within such time as may be allowed by it as per the terms of the Agreement

24.15. The refund cannot be claimed as a matter of right

24.16. No interest shall be payable to the allottee on the amounts paid.

25. EXCESS AREA

25.1 If at any time excess area is found in possession of the allottee due to discrepancy in the layouts or site plans, land cost as on date of allotment and interest at rates prescribed from the date of allotment till date of payment would be charged.

25.2 In case where the allottee is in occupation of excess area and which is found to be not objectionable, the same may be considered for regularization depending upon the merits of each case duly charging land cost at the time of allotment plus interest thereon at the rates specified by the Corporation or the land cost prevailing as on the date of detection of encroachment plus 5% of the regularization fee whichever is higher.

25.3 In case, an allottee encroaches any land of the Corporation, over and above the area allotted/ delivered possession to him, the encroachment shall be removed by the Zonal Office and the encroached area is to be resumed duly causing necessary notices. And in all such cases, the allottees are liable for civil/criminal actions to be initiated by the corporation.

26. CHANGE IN CONSTITUTION

26.1 Proposals for change in constitution can be considered before project implementation/during project implementation and shall be processed as follows:

26.2 Change in Constitution - among the family members:

Change in Constitution - among the family members or in favour of legal heirs on the death of allottee(s) or death in case of Proprietor/partner(s) or share holders and without addition of any outside member as partner/share holder, a process fee of Rs.5000/- shall be levied.

26.3. A process fee @ 3% on the value of the land prevailing on the date of issue of such approvals, subject to a maximum of Rs.2.00 lakhs shall be levied on each change and collected in the following cases.

- a. Proprietary firm becoming partnership firm where the proprietor of the original firm holds not less than 51% or more share in Profit and Loss and Capital Investment within the same legal entity.
- b. Partnership firm becoming proprietor firm with exit of all but one partner within the same legal entity.

- c. Where proprietary concern or partnership concern converts into a Private Limited Company or Public Limited company and the original proprietor/partners together hold not less than 51% of the Paid-up share capital of the same legal entity.
- d. Changes within the Partnership firm where the original partners together hold not less than 51% in the share of Profit and Loss and Capital Investment in the original partnership firm and the reconstituted partnership firm without change of name of the firm.
- e. In respect of Private Limited firm/Public Limited/LLP firms, where there are changes in share holding and the original share holders continue to maintain their holding of 51% or more in the same legal entity.
- f. In cases, where NOC was given by APIIC to APSFC/Scheduled Banks/Public Financial Institutions for creating equitable mortgage on the allotted premises, and the terms of NOC was complied with and the unit is transferred by these institutions for recovery of the loan or otherwise.

26.4. On approval of the changes in constitution a supplementary sale agreement/amendment to the sale agreement should be entered into, duly paying the appropriate stamp duty and the same shall be registered.

26.5. The process fee levied is for approval of change in constitution

26.6. Approval of change in Constitution shall be issued by the Zonal Manager after seeking necessary permission from the Head office.

26.7 Allottees seeking change in constitution shall produce the necessary documents like Firm Registration certificate, Incorporation of the Company from Registrar of Companies/Articles of Association/Memorandum of Association/Entrepreneur' Memorandum. Profit & Loss Account Statements/ Balance Sheets/Share Capital structure duly certified by practicing Chartered Accountants.

26.8 In all cases, before issuing approval, all dues whatsoever to the APIIC shall be collected.

27. TRANSFER OF ALLOTMENT

27.1. The proposal for transfer of allotment shall be approved only after project implementation.

27.2A process fee of @ 5% on the value of the land prevailing on the date of issue of the approval subject to a maximum of Rs. 5 lakhs for each change shall be levied

27.3. In the following cases, proposal for transfer of allotments can be considered as follows, wherein the percentage of holding is less than 51% by the original allottee/proprietor/partner(s)/share holder(s).

Sl. No.	Original allottee	Converts into/new allottee in whose name the allotment to be transferred
1.	Proprietor/Individual	1. Partnership Firm 2. Company (under the Companies Act) 3. LLP
2.	Partnership	1. Company (under the Companies Act) 2. LLP
3	Company (under the Companies Act) LLP	1. Special Purpose Company 2. Any other Company
4	Company (under the Companies Act)	Transfer of allotment to subsidiary/holding/associated companies.

27.4. In the following cases, irrespective of share holding of the original allottees, the allotments can be transferred:

- Allotments transferred to the third party by APSFC/ Nationalized Banks/Public Financial Institutions with the consent of the corporation
- In cases, where amalgamation/merger/demerger of companies is effected through proceedings / orders of Courts

27.5. Approval of change in transfer of ownership shall be issued by the Zonal Manager after seeking necessary permission from the Head office.

27.6. In respect of transfer of ownership, a deed of cancellation of agreement is to be executed and registered and a fresh agreement of sale is to be executed and registered.

27.7. Allottees seeking transfer of ownership shall produce the necessary documents like Firm Registration certificate, Incorporation of the Company from Registrar of Companies/Articles of Association/Memorandum of Association/Entrepreneur' Memorandum. Profit & Loss Account Statements/ Balance Sheets/Share Capital structure duly certified by practicing Chartered Accountants.

27.8. In all cases, before issuing approval, all dues whatsoever to the APIIC shall be collected.

28. EXECUTION OF SALE DEEDS AFTER PROJECT IMPLEMENTATION

28.1. The allottee shall seek execution of sale deeds soon after full implementation and on production of the following documents:

- a) Entrepreneur Memorandum Part II
- b) Power release certificate
- c) First sales invoice
- d) Approved building plan
- e) CFO from PCB wherever it is applicable
- f) No dues on Property tax
- g) Valuation on Investment duly certified by Chartered Accountant

28.1 All allottees who have utilized not less than 50% of the allotted premises are eligible to seek sale deeds. Utilization of land includes manufacturing/processing activity, and land utilized for support facilities like Transformer, watchman quarters, Godowns and any other supplementary/ancillary facility as detailed in the project report.

28.3 Soon after receipt of documents and request, the Zonal Manager shall make confirmation of payments against the premises and other dues outstanding to APIIC.

28.4. The Zonal Manager shall get the premises surveyed to ascertain the exact extent in occupation by the allottee and also the extent of land used for industrial activity including other support facilities, like transformer, watchman quarters, godowns etc.

28.6 A certificate shall also be obtained from Chartered Engineer by the allottee, about the area constructed within the premises and whether the constructed area is as per the approved building plan and the same shall be furnished to the Zonal Manager for verification.

28.7 Land used for non-industrial use shall not be reckoned for purpose of evaluation of the land usage.

28.8. After due verification of the required documents received from the allottee, and after confirmation of all the payments, the Zonal Manager shall initiate the process for registration of the document within 10 days.

28.9. The Zonal Manager shall ensure that the registered sale deed document shall be first received by him after registration and shall handover/forward the document to the allottee after obtaining the acknowledgement.

28.10. The Zonal Manager shall forward a copy of the registered deed to the Asset Management Wing /Finance wing of APIIC for necessary action.

28.11. In case of allotment of land made at acquisition cost plus services charges, sale deed shall be executed only after 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 sale consideration along with other dues 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. (Chapter7)

29. SALE DEEDS BEFORE IMPLEMENTATION

29.1 In respect of cases, where APSFC/Scheduled Banks/Central Financial Institutions, have sanctioned term loan for the project to be implemented in the premises and sought for execution of sale deed, before implementation, the same may be considered subject to the following:

29.2 The allottee should have paid total sale consideration, obtained duplicate copy of the registered sale agreement and taken physical possession.

29.3 On sanction of loan by the Financial Institution, with a condition to furnish original registered sale deed, APIIC will execute the same before or during project implementation, ensuring collection of all the dues and obtaining consent of the allottee to forward the registered sale agreement and sale deed to the Financial Institution along with No objection Certificate for release of the sanctioned loan under intimation to APIIC

29.4 The No Objection Certificate (NoC) issued to the Financial Institution shall stipulate that it is obligatory on the part of the financial institution to keep APIIC informed periodically about the release of loan and repayments and implementation of the project. It is also to be made explicitly clear to the financial institution that in the event of cancellation/withdrawal of sanctioned loan against which the original sale deed is deposited with the financial institution or the allottee has not availed the loan from the financial institution, the registered sale deed and sale agreement shall be returned to APIIC and APIIC may consider to initiate appropriate legal or measures of action for cancellation of sale deed and resumption of the allotted land for non compliance. And only on agreeing to these conditions the registered sale deed and sale agreement shall be deposited with the financial institution and the Zonal Manager shall obtain acknowledgement to that effect, agreeing to the terms of NOC.

29.5 The original registered sale deed and sale agreement shall not be handed over to the allottee for onward submission to the Financial Institution.

29.6 In case of auction of mortgaged premises by the financial institution to recover the loan outstanding against which the loan was sanctioned, the financial institutions shall remit to APIIC, the surplus auction proceeds over and above the outstanding loan.

30. GOVERNMENT OF INDIA & GOVERNMENT OF AP PROMOTED PARKS

30.1 In case of allotment of land to developers for development of Theme Parks like Food Processing Park, Apparel Park etc., for which the Government of India / Government of Andhra Pradesh stipulates a condition that these projects are to be executed through Special Purpose Vehicle (developer) the land can be registered in the name of the SPV before implementation. All these allotments are regulated according to the conditions stipulated in the sanction of grant for these projects by GoI and/or GoAP and GoI and /or GoAP may hold equity in the SPV.

31. CHANGES IN LINE OF ACTIVITY AND NAME OF THE FIRM

31.1 The request of the allottee(s) for change in name of the Firm shall be approved by the Zonal Manager provided it does not fall under change in constitution/transfer.

31.2 The request for change in line of activity or additional line of activities shall be considered by Zonal Manager, subject to justifying the requirement of the extent of premises already allotted and such changes in line of activity/additional line of activities are compatible to the nature of Industrial Park and shall not be detrimental to the other neighbouring allottees.

31.3 The process fee is to be levied @ Rs.5000/- for each such change

31.4 In all such cases, the period of implementation shall be reckoned from the date of possession of the premises. In cases of delay in implementation, penalties shall be levied as stated under these rules.

32. INDUSTRY RELATED COMMERCIAL ACTIVITIES

32.1 In cases of allottees approaching APIIC for permission to establish support/industrial related commercial activities in their allotted premises, **after implementation of the project** and after securing sale deed, such proposals shall be processed.

32.2 The activity proposed shall be support services to the industrial units in the Industrial Parks like cold storages, warehouses,/godowns, weigh bridges, quality control laboratories, packaging units, petrol outlets .

32.3 The proposed activity shall not affect the existing/neighbouring industrial units and shall be compatible to the Industrial Park and subject to furnishing approvals from local and statutory bodies/agencies.

32.4 To levy a process fee equivalent to the 20% of the prevailing land cost at the time of approval.

32.5 All these approvals are subject to the extent of land reallocated for such activities and not exceeding 10% of the gross industrial area/or where provision for such facilities are not delineated in the lay out plan.

32.6 In respect of allotment of industrial/CFC area for commercial purposes like Business Centres/Business Hotel cum convention centre/show room/malls or such other related activities, the lay out needs to be revised and secure approval of revised lay out. In such cases, a process fee equivalent to 50% of the prevailing land cost as on the date of such approval may be levied.

32.7 The applicant shall obtain necessary approvals/clearances from the Authorities/Departments concerned.

33. ALLOTMENTS MADE BY GOVERNMENT AT CONCESSIONAL RATES

33.1 All the allotments that are made with the directions of the Government or MoUs, the conditions of MoUs/directions, shall prevail over the APIIC Regulations and same shall be followed.

33.2 Wherever allotments are made as per the directions of the Government, any deviation in the agreement / directions shall be with the approval of the Government.

33.3. No Objection Certificate for mortgaging the land in favour of banks/financial institutions can only be given with the approval of the Government.

33.4 Execution of sale deed can only be done after fulfillment of all conditions of the agreement between the allottee and Government/APIIC and with prior approval of the Government.

34. ALLOTMENT OF UNITS IN SPECIAL ECONOMIC ZONES

34.1 All the allotments of land in SEZ are governed by SEZ Act and Rules of Government of India and as amended from time to time.

34.2 All the allotments are made on lease basis and the developer (APIIC) will fix the lease premium and lease rentals and also the period of lease, as per APIIC policy.

34.3 The lease premium shall be paid by the allottee within 90 days from the date of allotment. The lease rentals shall be payable for the period of lease as fixed by APIIC

34.4 The allottee shall arrange details of quantity and value of the product/services exported on half yearly basis to APIIC which is the developer. **35.**

35. REPORTING

35.1 The Zonal Manager shall submit the Report periodically as per the instructions issued from time to time He shall also conduct periodic inspections of all units which are allotted the premises and ensure that conditions of sale agreement/sale deed are not deviated or violated. If any such deviation or violation is found, the Zonal Manager must initiate corrective actions under intimation to the Head Office.

36. Government Directions:

36.1 The directions issued by Govt of AP/Govt of India. in respect of any project/allotment will override these regulations.

37. REDRESSAL

37.1 If the allottee is aggrieved that certain actions of APIIC are not justified, he/she has the right to appeal to the Managing Director duly explaining the reasons. The Managing Director may consider initiating appropriate mechanism by creating an exclusive structure within the organization

38. REPEAL.

38.1 The allotment regulations of 1998 and subsequent modifications/amendments stand repealed. However, the actions/deeds done under the earlier guidelines/amendments/modifications shall be valid.

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