

//By R.P.A.D //



## A.P. Industrial Infrastructure Corporation Limited

(An undertaking of Government of Andhra Pradesh)

O/o The Zonal Manager, APIIC Limited, \_\_\_\_\_

Phone / Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Mail ID \_\_\_\_\_

Present : \_\_\_\_\_

ZONAL MANAGER

Procs. No. \_\_\_\_\_, Dt: \_\_\_\_\_

To

M/s. \_\_\_\_\_,

\_\_\_\_\_,

\_\_\_\_\_.

Sir,

Sub: Issuance of **Provisional Allotment** of Plot No. \_\_\_\_\_ measuring \_\_\_\_\_ Sq.Mtrs **on Lease basis for a period of 99 Years** in favour of M/s. \_\_\_\_\_ - **Orders – Issued.**

Ref:- 1. On line Application dt: \_\_\_\_\_ of M/s \_\_\_\_\_.

\*\*\*\*\*

Basing on the application cited and relying upon the assurance of the Company (allottee) to implement the project / industry, the **Plot No. \_\_\_\_\_/undeveloped land** measuring about \_\_\_\_\_ **Acres / \_\_\_\_\_ Sq.Mtrs / \_\_\_\_\_ Sq. Yds** in Industrial Park, \_\_\_\_\_ situated in Survey Nos. \_\_\_\_\_ of \_\_\_\_\_ village, with the \_\_\_\_\_ Revenue Mandal, \_\_\_\_\_ District (AP), is hereby allotted in favour of M/s. \_\_\_\_\_ **on lease basis, for a period of 99 years for establishing a unit for ..... which is a Micro / Small / Medium / Large / Mega Enterprise, as per Allotment Regulations, 2015, and subject to the following terms and conditions:**

1. The tentative upfront cost for the land allotted is Rs. \_\_\_\_\_ per sq.mtr. The total upfront cost of the plot/land works out to **Rs. \_\_\_\_\_ (Rupees.....only)**
  - a) Allottee should pay the total upfront cost of the plot/land in single payment, which works out to **Rs. \_\_\_\_\_** within 90 ninety days from the date of receipt of this provisional allotment order duly deducting Rs. \_\_\_\_\_, which was already paid towards EMD.
  - b) Allottee should also pay the annual lease rent as fixed by the Corporation and applicable service tax which will be intimated separately.
2. All payments against this lease allotment shall be made to the Zonal Manager by way of a crossed demand draft drawn in favour of APIIC Ltd or by RTGS / NFTS/Online mode.

3. If the upfront cost is not paid within 90 days of receipt of this provisional allotment letter, this provisional allotment of plot/land shall stand cancelled automatically and the EMD paid shall remain forfeited.
4. After receipt of the entire Upfront cost, Final Allotment orders will be issued. Within one month thereafter, "Agreement for Lease" shall be executed between APIIC and allottee. Allottee should also agree to take over possession of the plot within 15 days of the registration of the lease agreement
5. The Allottee should commence construction of factory building, duly obtaining all necessary approvals from the competent authorities within 6 months of being put in possession of the land and should go into regular commercial production within 24 months for Micro, Small and Medium, 36 months for Large and 48 months for Mega Projects, duly erecting machinery and obtaining regular power supply connection of being put in possession of the Leased plot/land.
6. "Agreement for lease" will be given to the allottee for implementation of the project. The project implementation period mentioned above shall be adhered to scrupulously, however in the event of delay beyond the control of the allottee basing on genuine reasons with recorded proof submitted by the allottee, will be examined case by case for extension of time and for such period and subject to such terms and conditions as fixed by the Corporation. If within the period mentioned above from the date of final allotment and taking possession of the plot/land the project is not implemented, the allotment made shall remain cancelled and the Corporation shall have a right to resume possession of the subject plot/land.
7. After implementation of the project only, "Lease Deed" for 99 years, will be given in favour of the allottee. Appropriate stamp duty & registration shall be borne by the allottee.
8. The lease of the plot shall at no point create any ownership rights in favor of the allottee and the ownership of the land shall remain with the APIIC Ltd.
9. The Leased land / plot shall not be transferred or conveyed to any other person(s) or otherwise dealt or disposed before the implementation of the project and all such illegal transactions are treated as null and void, however change in constitution, transfer of allotment, dilution of share holding up to 49% will be allowed for rising of finances before implementation but with prior permission from APIIC subject to such terms and conditions. Any change in the constitution / transfer of the lease concern/entity after the implementation can be with prior necessary approval to be obtained from the Corporation, which may be considered subject to such terms and conditions as may be specified.
10. It shall be open to the Allottee to ask APIIC in writing to grant "No Objection Certificate" to enable the allottee to implement the project, to mortgage the lease hold rights during the project implementation period in favour of the Financing Agency/Bank.
11. The Lessee shall inform the APIIC, the details of finances raised from time to time on the security of the leased land / plant & machinery erected thereon till such loans are repaid in full to the financial agency.
12. That subject to the financing agency complying with the terms and conditions of the NoC, the financing agency will have first charge over the assets and the APIIC shall have a second charge over the land, buildings, plant & machinery which shall be converted into a first charge when the obligations of the financial agency are liquidated.

13. The Provisional allotment will stand automatically cancelled and the Corporation forfeits all amounts paid by the Lessee, if any of the terms and conditions stipulated in the allotment letter are not complied with by the allottee.
14. The Allottee should bear the cost of sewer lines and drainage in the area allotted.
15. The Allottee shall be responsible for getting power supply to the unit and shall not claim any rebate/ reduction in the cost from the APIIC Limited for any delay in getting power supply from the APTRANSCO or for any other purpose.
16. Allottee shall pay property tax to the concerned local authority/local body or maintenance charges to the Corporation as prescribed from time to time. Allottee shall be responsible to pay and clear the property tax, other taxes, cess, charges, levies to the competent authority from the date of taking possession.
17. This allotment and occupancy of the plot/land is subject to adherence to the directives issued by the State Board for Prevention and Control of Water and Air Pollution. The Allottee should undertake for the treatment and disposal of effluents as prescribed by the AP Pollution Control Board. An undertaking to this effect should be given in the proforma prescribed on Rs. 100/- non-judicial stamp paper.
18. Wherever land allotted is acquired under the provisions of the Land Acquisition Act -1894 or 2013, by the APIIC Limited and in the event of Civil Courts ordering enhanced compensation at the instance of the original land owners at a later date, the enhanced compensation will be apportioned to all the Lessees in respect of the plots/land Leased to them and, the said proportionate cost shall be paid by the allottee. Allottee should furnish an undertaking to his effect on Rs.100/- Non-judicial stamp paper in the prescribed format enclosed to make the payments.
19. The Corporation reserves the right to appropriate the money paid by the allottee or standing to the credit towards any out-standing dues payable by the allottee on any account whatsoever shall be adjusted first towards (penal) interest and balance, if any towards principal outstanding in the name of allottee.
20. The Corporation is not responsible for payment of electricity charges or other dues, if any payable to APTARANSCO / DISCOMS in respect of the Plots Leased/resumed by the Corporation.
21. The Allottee shall obtain Consent for Establishment (CFE), Consent for Operation (CFO), from Andhra Pradesh Pollution Control Board (APPCB) under the /Air (Prevention and Control Pollution) Act1981 as well as Water (Prevention & Control of pollution) Act, 1974. The Allottee shall adhere to the provisions for Water (Prevention and Control of Pollution), Act 1974 the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act 1986, the Public Liability (Insurance) Act 1991 and EIA notification 2006 including the amendments and rules made thereafter.
22. The Allottee shall comply with the applicable environmental standards stipulated by statutory authorities and shall aware of any new modifications in the standards/notifications etc. In case of non-compliances, APIIC shall have the right to close the operations of the industries. Lessee shall document all environmental activities with proper attestation all the time.

23. Allottee shall provide on-site parking for trucks within their premises. No trucks shall be parked on the internal roads of Industrial Park / Special Economic Zone (SEZs).
24. The leased land either in part or in whole shall not be kept un-utilised for the purpose for which it was allotted for a continuous period of 6 months. If in the opinion of the APIIC / Lessor, it is found that the land leased to the lessee is in excess of its requirement or remains un-utilised the APIIC / Lessor shall have a right to resume such portion of the land.
25. If the allottee commits breach of any conditions, the allotment stands cancelled and the lease agreement / lease deed will be terminated without any notice thereupon and will be treated as an encroacher and trespasser or liable for civil and criminal action.
26. The APIIC has right to cancel the lease allotment whenever, it was found that the land is not utilized by the allottee for the purpose for which it was allotted. Consequent upon cancellation, APIIC has a right to allot the subject land for any needy entrepreneur, after executing deed of cancellation of the agreement for lease entered between both the parties.
27. The allottee should furnish an undertaking in prescribed format on Rs.100/- NJS paper stating that it shall implement the project within the specified time, that they are willing to surrender the land to APIIC whenever it was not utilized for industrial purpose or whenever such notices are issued to the party by APIIC regarding termination and that the Corporation shall have the right and authority to execute and register the unilateral cancellation deed if any for effective cancellation of registered lease agreement /lease deed if required.
28. The allottee shall not directly or indirectly transfer, assign, sell, encumber or part with his interest in its business in leased land either in part or in whole in any manner whatsoever, or sublet, underlet or part with the possession of the leased land and buildings without obtaining prior written approval from APIIC / Lessor. It shall be open to the APIIC to grant or refuse approval or impose any conditions, if considered necessary and desirable.
29. That on the expiry of the period of the lease agreement / lease deed or in the case of prior termination of the lease allotment / agreement / lease deed, the allotted plot along with the structures / buildings created if any shall be vested with APIIC. The APIIC may at its discretion either allow the allottee to remove the structures / buildings or pay the cost of such building or structure assessed by the Corporation as per its rules by collecting it from the incoming /new allottee of the allotted land.
30. The allottee should abide to the Allotment Regulations 2015 of APIIC and also abide to any other terms & conditions as communicated by the APIIC from time to time. In case any question arises on any interpretation on the Allotment Regulations, the decision of the APIIC shall be final and binding on the allottee.

Yours faithfully

ZONAL MANAGER

Copy submitted to the CGM(AM), APIIC Ltd, Hyderabad for favour of information.

**Undertaking -1.**

- The Allottee shall abide by the Country's fly ash utilization regulations, Possibilities of utilization of fly ash for bricks and other uses during the construction stages shall be explored.
- The Allottee shall provide copies of environmental compliance reports submitted to APPCB and/or MOEF to the APIIC as well.
- The ground water shall not be drawn at any stage in the Industrial Parks/IDP/Special Economic Zones (SEZs), without prior written consent of the competent authorities and the APIIC.
- The Allottee shall adopt water reuse and water recycling methods for water conservation. Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.
- For storm water collection, the Allottee shall provide drainage system within their premises. It is mandatory for industries to provide rainwater harvesting pits within the industry premises for harvesting rain water. Before reaching the roof/surface run off to the pit, pre-treatment must be done to remove the suspended matter, oil and grease. The excess storm water should be discharged into the common storm water drainage of the Industrial Park/Special Economic Zone (SEZ).
- The Allottee shall minimize waste generation by adopting suitable techniques and the details of such measures are to be provided to the APIIC from time to time.
- The Allottee shall adopt energy conservation measures and use renewable energy in all possible ways and such application of techniques shall be provided to the APIIC from time to time.
- The Allottee should make all arrangements for proper disposal of garbage/waste at regular intervals and keep the premises as clean and hygienic.
- The Allottee shall provide proper fire, safety and hazard management facility within their premises. A first-aid room shall be provided in the project both during construction and operation of the project.
- Construction spoils including bituminous material and other hazardous materials must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water.
- The Allottee shall have arrangements for effective hazardous and non hazardous waste collection, segregation, and storage and management system. The Allottee shall have temporary storage facility for 30 days retention and hazardous wastes shall be periodically disposed off to nearby approved treatment, storage and disposal facility (TSDF). Industries having hazardous waste shall obtain necessary authorization from A.P.Pollution Control Board (APPCB) for handling/storage/treatment/disposal.
- APIIC authorities have the right to enter into unit premises for checking and inspection of unit at any time. The Allottee shall not withhold any information pertaining to Environmental Management of their units. In case of non compliance or not submitting

the desired information to APIIC, necessary action for cancellation of allotments or closure of unit, as deemed fit, would be initiated.

- The Allottee shall not take up any activities, due to which the property of APIIC such as roads, green belt, and drainages, street lights etc., may be damaged. In case of non compliance, APIIC may revoke the allotment orders or collect the fine from the Allottee as deemed fit.
- The Lessee shall keep copies of all the environmental regulations, EIA report, EC Clearance, MOEF/PCB investigation reports and all other relevant Environmental documents in place all the time for inspection by APIIC at any time
- The Allottee shall monitor the emissions, effluents, wastes, stack emissions and their ambient air quality and water quality within his premises periodically after commissioning of project.
- The Allottee has to provide sufficient budget for environmental protection measures as directed by the Pollution Control Board.
- All top soil excavated during construction activities should be stored for use in horticulture/landscape development within the project site.
- Use of glass should not be more than 40% of building envelope to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with special reflective coating in window.
- Roof should meet perspective requirement as per Energy Conservation Building Code by using appropriate thermal insulation to fulfill requirement.
- The green belt design along the periphery of the plot shall achieve attenuation factor conforming to the day and night noise standards prescribed for residential land use. The open space inside the plot should be suitably landscaped and covered with vegetation of indigenous variety.
- The D.G. sets shall be provided within adequate stack height as per norms.
- The Allottee has to establish his 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 APIIC. Guard pond with five compartments for 5 days storage capacity shall be constructed by the Allottee so as to test the treated waste water 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 APIIC/co-developer, pre-treatment has to be done by the Allottee himself to meet the inlet standards of CETP.
- The Allottee has to make his own arrangements to manage / treat the domestic sewage by constructing septic tank or sewage treatment plant (STP) in his premises if required as per norms, the quantity of sewage, in case no sewage disposal system is provided by APIIC at Park level. No waste water shall be discharged outside the premises.

- There will be no recharge of ground water by industrial effluent.

## Under taking -2

1. I----- ---- Proprietor/ Partner/ Managing Director of -----, (herein after referred to as allottee) authorized and competent to execute this undertaking, do hereby solemnly affirm and state as under.
2. That I/we have been allotted plot no – admeasuring --- / land extent Acs---- for establishing ----- project, which is classified as a Micro / Small / Medium / Large / Mega Enterprise as per Allotment Regulations, 2015. **(Strike off whichever is not applicable).**
3. That I/we hereby undertake and agree to comply with the terms and conditions of allotment, and further agree to utilize the plot for the purpose for which it is allotted within a period of within 24 months for Micro, Small and Medium, 36 months for Large and 48 months for Mega Projects. **(Strike off whichever is not applicable)**
4. That I/we shall handover the possession of the plot to the corporation in case the allottee fails to implement the project within the stipulated time.
5. That I/we shall not cause any hindrance in taking over of the plot by the corporation in case of termination of the allotment for violation of any of the terms and conditions of allotment or on the expiry of the period of lease whichever is earlier.
6. That I/we hereby irrevocably authorize to execute and register any cancellation deed or any other document as may be essential for cancellation of agreement or lease deed if required.
7. Hence this undertaking issued out of free will and consent on this \_\_\_day of \_\_\_ at \_\_\_\_\_

Name & Signature of the Allottee  
Name of the Company