

RESPONSES TO PRE-BID QUERIES AND CORRIGENDUM

APIIC hereby provides its responses to the pre-bid queries received in relation to the **tender documents issued on 31.07.2025** and **pre-bid meeting held on 18.08.2025**, pertaining to the following RFPs issued for selection of a Developer for Development, Operation and Maintenance of:

- 1) MSME Industrial Park on **20 Acre** land at **Y. Kota Village, Obulavaripalli Mandal, Annamayya District** through a Development Agreement
- 2) MSME Industrial Park on **98.94 Acre** land at **Pallugurallapalli Village, B.Matam Mandal, YSR Kadapa District** through a Development Agreement
- 3) MSME Industrial Park on **90 Acre** land at **Mangadu, Chittoor District** through a Development Agreement
- 4) MSME Industrial Park on **44.00 Acre** land at **R.Krishnapuram, Allagadda, Nandyal District** through a Development Agreement
- 5) MSME Industrial Park on **50 Acre** land at **Parawada Village, Anakapalli District** through a Development Agreement
- 6) MSME Industrial Park on **60.00 Acre** land at **T.Chowduru, Prodattur, YSR Kadapa District** through a Development Agreement
- 7) MSME Industrial Park on **25.26 Acre** land at **Gundlamadugu, Thondur, YSR Kadapa District** through a Development Agreement
- 8) MSME Industrial Park on **21.80 Acre** land at **Chedella Village, Punganur Mandal, Chittoor District** through a Development Agreement
- 9) MSME Industrial Park on **30.00 Acre** land at **Addukonda, Tekkali, Srikakulam District** through a Development Agreement
- 10) MSME Industrial Park on **13.00 Acre** land at **Cherukumilli, Gopalapuram, East Godavari District** through a Development Agreement
- 11) MSME Industrial Park [Flatted Factory Complex (FFC)] on **4.00 Acre** land at **Anantapur in Anantapur District** through a Development Agreement
- 12) MSME Industrial Park [Flatted Factory Complex (FFC)] on **7.37 Acre** land at **Kesanapalli, Palnadu District** through a Development Agreement
- 13) MSME Industrial Park [Flatted Factory Complex (FFC)] on **2.00 Acre** land at **Nidadavole, East Godavari District** through a Development Agreement
- 14) MSME Industrial Park [Flatted Factory Complex (FFC)] on **5.00 Acre** land at **Chinnapanduru, Satyavedu, Tirupati District** through a Development Agreement
- 15) MSME Industrial Park [Flatted Factory Complex (FFC)] on **6.86 Acre** land at **Govada, Vemuru, Bapatla District** through a Development Agreement
- 16) MSME Industrial Park [Flatted Factory Complex (FFC)] on **5.00 Acre** land at **Mutyalampadu, Vijayawada Central, NTR District** through a Development Agreement

RESPONSES TO PRE-BID QUERIES

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
1.	General	Do you have any minimum specifications for park proposed? For example do you mandate BT or concrete roads? Can we lay katcha roads (mud) instead of permanent pavement	Kindly refer to the Andhra Pradesh Policy for establishment of Private Industrial Parks with 'Plug and Play' Industrial infrastructure (4.0) 2024-29 (link to access the same is provided at Clause 19.3 at Annexure-1 of RFP).
2.	General	Do you have any minimum regulations for road width, land development ratio, open spaces, common utilities? Please let us know which particular guidelines or GO to refer as we are new to AP policy	Selected Bidder (Developer) shall be obligated to adhere to and comply with all applicable laws, rules, regulations, and any subsequent amendments thereto. Bidders may refer to 'Andhra Pradesh Building Rules, 2017' and 'The Andhra Pradesh Land Development (Layout and Sub-division) Rules, 2017'. The relevant Government Orders for above mentioned rules can be accessed through the 'Downloads' section at below link: AP Industrial Parks
3.	General	Do you have any minimum requirements for boundary wall? Can we have pre-cast wall or wire link mesh for MSME parks	Kindly refer to the Andhra Pradesh Policy for establishment of Private Industrial Parks with 'Plug and Play' Industrial infrastructure (4.0) 2024-29 and its Operational Guidelines (link to access the same is provided at Clause 19.3 at Annexure-1 of RFP).

CORRIGENDUM-1 / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of MSME Industrial Parks / Flatted Factory Complexes (FFCs) at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
4.	General	What data or maps can APIIC provide us to bid? Can we ask for your existing topo sheets, maps, survey reports and proposals you have already prepared.	Site Layout are provided in Annexure-1 of the RFP. Bidders may visit and inspect the site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and any other information necessary for preparing their Bids.
5.	General	Is there any limit on number of projects that we can participate.	There is no limit. Bidders are permitted to submit proposals for multiple locations.
6.	General	Networth or turnover is cumulative of all consortium members or average? please let us know.	In case of a Bidding Consortium, for purpose of evaluating the Financial Capability to invest in the proposed Project, the financial strength of all the Financially Significant Consortium Member(s) will be taken into consideration. Kindly refer to the definition of 'Financially Significant Consortium Member' at Clause 4.11 of RFP.
7.	General	Post sale of all plots, who is expected to maintain the common amenities? Can the developer hand over the maintenance to park owners' association.	All the common facilities are to be developed, operated and maintained by the Developer. Kindly refer to Clause 8(y) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
8.	General	Is the developer required to sell the APIIC plots? or the developer can sell only their share of plots.	The Developer shall be entitled to monetize its share of developed/plot area at its discretion and as per its own timelines, subject to compliance with applicable laws. APIIC shall have the sole discretion to sell, lease, or market its share either directly or through the Developer, subject to terms and conditions as may be mutually agreed upon in writing. Kindly refer to Clause 8(s) and Clause 8(kk) of the

CORRIGENDUM-1 / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of MSME Industrial Parks / Flatted Factory Complexes (FFCs) at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
			revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
9.	General	Is there any maximum limit on number of consortium members.	No.
10.	General	The total experience being asked is too high. Can you please reduce the previous experience turnover asked so that many players can participate. Many young entrepreneurs cannot have the experience you asked. Because we will pay performance security can you please reduce the requirements.	No change in RFP condition.

CORRIGENDUM – 1

S. No.	Reference Clause of RFP	Description as per RFP issued		Revised Text	
1.	1.4	<div> <div>Last date & time for submission of Proposal (Proposal Due Date) (PDD)</div> <div>On or before 12.09.2025 by 3:00 PM on the e-procurement portal of AP www.apecprocurement.gov.in</div> </div> <div> <div>Date & time for opening of Technical Proposal</div> <div>At 3:30 PM on 12.09.2025</div> </div>		<div> <div>Last date & time for submission of Proposal (Proposal Due Date) (PDD)</div> <div>On or before 30.09.2025 by 3:00 PM on the e-procurement portal of AP www.apecprocurement.gov.in</div> </div> <div> <div>Date & time for opening of Technical Proposal</div> <div>At 3:30 PM on 30.09.2025</div> </div>	
2.	5.3.1 (c)	Mobilizing funds for the Project and achievement of financial closure within 6 (six) months from the Commencement Date. The Selected Bidder shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property.		<p>Demonstrating the proof of availability of funds and achievement of financial closure from credible financial institutions within 6 (six) months from the Commencement Date. The Selected Bidder shall submit to APIIC all relevant term sheets, binding agreements and supporting documentation evidencing such financial closure. Subject to the prior written consent of APIIC, which shall not be unreasonably withheld, the Selected Bidder shall be entitled to mortgage, assign, or otherwise create security over its rights and interests under the Development Agreement in favor of its lenders, solely for the purpose of securing financing for the Project. Notwithstanding anything to the contrary contained herein, the Selected Bidder shall not mortgage, charge, pledge, lien, or otherwise encumber the Scheduled Property in any manner whatsoever.</p>	

S. No.	Reference Clause of RFP	Description as per RFP issued	Revised Text
3.	5.3.2 (c)	Provide reasonable support and assistance to the Selected Bidder in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project	Provide reasonable support and assistance to the Selected Bidder in facilitating the timely procurement of the Critical Clearances required from any Government Instrumentality for implementation and operation of the Project
4.	5.3.3	<p>Conditions Precedent for executing Agreement</p> <p>APIIC shall enter into a 'Development Agreement' with the Selected Bidder within 30 (thirty) days from the fulfillment of the below conditions:</p> <ol style="list-style-type: none"> Submission of Performance Security by the Selected Bidder (as detailed in Annexure-2 of this RFP) within 30 (thirty) days from the issuance of Letter of Award (LoA) by APIIC. Submission of DPR by the Selected Bidder within 45 (forty-five) days from the date of issuance of Letter of Award (LoA) and examination of the DPR by APIIC in order to verify whether the DPR adheres to the general guidelines (as specified in the RFP) for development of the Project. 	<p>Conditions Precedent for executing Agreement and handover of the possession of the Scheduled Property to the Selected Bidder.</p> <p>APIIC shall enter into a 'Development Agreement' with the Selected Bidder and handover the possession of the Scheduled Property to the Selected Bidder within 30 (thirty) days from the fulfillment of the below conditions:</p> <ol style="list-style-type: none"> Submission of Performance Security by the Selected Bidder (as detailed in Annexure-2 of this RFP) within 30 (thirty) days from the issuance of Letter of Award (LoA) by APIIC. Submission of DPR by the Selected Bidder within 45 (forty-five) from the date of issuance of Letter of Award (LoA) and examination of the DPR by APIIC in order to verify whether the DPR adheres to the general guidelines (as specified in the RFP) for development of the Project. Upon issue of the Letter of Award, the Selected Bidder shall be entitled to carry out title due diligence through its solicitors to satisfy itself regarding the title to the Scheduled Property. APIIC shall promptly answer all queries raised by the Selected Bidder's solicitors. Subject to the same, the Selected Bidder shall complete the due diligence within a period of 60 (sixty) days from the date of issuance of the Letter of Award. In the event that the due diligence process discloses any issues

CORRIGENDUM-1 / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of MSME Industrial Parks / Flatted Factory Complexes (FFCs) at various locations in Andhra Pradesh

S. No.	Reference Clause of RFP	Description as per RFP issued		Revised Text	
				which APIIC is unable to address to the Selected Bidder's satisfaction, the Bid Security shall stand released and the Selected Bidder shall have no further obligation or liability with respect to the execution of the Project.	
5.	6.6	5.	Proposal Due Date - Last date for submission of Proposals/Bids on <u>e-procurement portal (Specified in Section 7.5.5)</u>	5.	Proposal Due Date - Last date for submission of Proposals/Bids on <u>e-procurement portal (Specified in Section 7.5.5)</u>
		6.	Hard Copy of the Original Proposal (Technical Proposal and Business Proposal) shall be submitted as per manner and format specified in Section 7.5.5	6.	Hard Copy of the Original Proposal (Technical Proposal and Business Proposal) shall be submitted as per manner and format specified in Section 7.5.5

CORRIGENDUM - 2

REVISED DRAFT DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") made on this the _____ Day of _____ **2025** at Guntur, Andhra Pradesh, India.

BETWEEN

Andhra Pradesh Industrial Infrastructure Corporation Limited, a Company incorporated under the provisions of the Indian Companies Act 1956, having its registered Office at 4th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh, Hyderabad - 500004 and having its corporate office at APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur – 522503, represented by its _____ (Designation) (which term shall include his successors in office and assigns hereinafter referred to as "**APIIC**").

AND

_____, a company incorporated under the Companies Act, 2013 and having its registered office at _____, represented by its _____ [insert designation of authorized representative and signatory], _____ [insert name of authorised representative and signatory] who is authorized to sign this document as per Board Resolution dt: _____ (which expression shall unless context requires otherwise include their heirs, executors administrators and legal representatives hereinafter referred to as the "**Developer**")

APIIC and the Developer are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. APIIC offered an extent of _____ Acre land situated at _____ District in Andhra Pradesh on 'as is where is basis' (hereinafter referred to as ("Scheduled Property")), through an Advertisement published in daily Newspaper for development, operation and maintenance of [MSME Industrial Park / Flatted Factory Complex (FFC)] on the Scheduled Property (hereinafter referred to as "Project"), in accordance with the terms set out in this Agreement, through private sector participation. The description of the Scheduled Property is specified in Schedule-1 of this Agreement.
- B. APIIC is the sole and absolute owner, and peaceful possessor of the Scheduled Property.
- C. Pursuant to evaluation of the Proposals that were received pursuant to a request for proposal dated 31st July 2025 ("RFP"), APIIC accepted the Proposal submitted by _____ [Selected Bidder] and a Letter of Award (LoA) bearing number _____ dated _____ was issued to the _____ [Selected Bidder] for development of the Scheduled Property. APIIC acknowledges that _____ [Selected Bidder] has signed and returned the duplicate copy of the LoA in acknowledgement thereof vide their letter bearing number _____ dated _____.
- D. _____ [Selected Bidder (Bidding Entity/ Bidding Consortium)] has promoted the Developer ("Special Purpose Vehicle" or "SPV") and has requested APIIC through a letter bearing number _____ dated _____ to accept the Developer as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LoA, including the obligation to enter into this Agreement pursuant to the LoA for implementing the Project.
- E. APIIC acknowledges that the [Selected Bidder / Developer] has submitted a Performance Security for an amount of Rs. _____ (Rupees _____ only) by means of a bank guarantee dated _____, bearing number _____ on _____ [name of bank].
- F. APIIC acknowledges that the [Selected Bidder / Developer] has submitted a Detailed Project Report (DPR) which is attached to this Agreement as Schedule-2.
- G. APIIC, in pursuance of the Bid Documents (Request for Proposal), LoA and the correspondence APIIC had with the Developer now agreed to execute this Agreement.
- H. Whereas the vacant physical possession of the Scheduled Property will be handed over to the Developer separately.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

Terms used but not defined herein shall have the meaning assigned to them under the RFP.

- 1. The time is the essence of this Agreement.
- 2. APIIC has assured the Developer that APIIC has the marketable title for the Scheduled Property, which is free from encumbrances and the Developer has verified and satisfied with the same.
- 3. APIIC has assured that there are no outstanding dues on the Schedule Property.
- 4. APIIC has executed a registered General Power of Attorney ("GPA") in favour of the Developer herein empowering it to secure various records and to secure such other statutory clearances, sanctions, permissions, No Objection Certificates, etc., as may be required to implement the Project on the Scheduled Property. The said GPA authorizes the Developer to further enter into

agreements of sale/agreements of lease with respect to entitlement of the Developer's Share of [developed/plot area / leasable built-up area] in the Scheduled Property and also to sell/lease it, receive sale/lease consideration, appropriate the same and execute sale/lease deeds in favour of prospective purchasers/lessees. The Developer shall allot the [developed/plot area / leasable built-up area] in the Project to the intending allottees thereof and to enter into agreements while complying with relevant laws, rules and regulations. The Developer shall be entitled to utilize the Developer's Share of [developed/plot area / leasable built-up area] for any permissible use under the Andhra Pradesh Policy for Establishment of Private Industrial Parks (4.0) 2024–29, in compliance with applicable laws and regulations. However, APIIC reserves the right to revoke the GPA in the event of a material breach of this Agreement by the Developer and the GPA shall be coterminous with this Agreement and shall automatically stand cancelled upon termination or expiry of this Agreement.

5. The Developer shall pay charges/taxes for supply of water, electricity and other services to the administration or some other agency as the case may be as per applicable law, within the stipulated time, from the date of handing over possession of the Scheduled Property to the Developer, failure in respect of which would entail the services being disconnected.
6. The Developer shall bear, pay and discharge all existing and further amounts, duties, imposing and outgoing of whatsoever taxes imposed or charged upon the Scheduled Property or upon the occupier in respect thereof from the Commencement Date.
7. The Developer having agreed to hold the Scheduled Property on the terms and conditions hereinafter mentioned. APIIC hereby authorizes the Developer to perform its obligations as detailed in this Agreement. APIIC will not be responsible for any claims arising out of or related to the development of the Project or allotments of the [developed/plot area / leasable built-up area] by the Developer, from any third parties.
8. It is agreed that the Developer shall comply with and abide by the terms and conditions which, without limitation, are expressly set forth in this Agreement, and it is further agreed as follows.
 - a) The Developer has prepared and submitted the final Detailed Project Report ("DPR") (Schedule-2 of this Agreement) to APIIC. The Developer shall use the Scheduled Property for setting up of the Project and the Developer agree that they shall not put up any structure or building other than the approved DPR and as agreed upon through this Agreement. In case of any deviation, the Developer shall take prior permission in writing from APIIC.
 - b) The Developer expressly agree and undertake that the Scheduled Property shall be utilized exclusively for the purpose set forth in this Agreement and that no change shall be made without the written sanction of APIIC. Any unauthorized change shall be treated as a material breach giving APIIC the right to terminate this Agreement.
 - c) The share of the [developed/plot area / leasable built-up area] for joint development shall be as follows:

1.	APIIC	_____ Sqm ("APIIC's Share")
2.	Developer	Shall keep remaining [developed/plot area / leasable built-up area] ("Developer's Share")

All common facilities, including but not limited to internal roads, security infrastructure, administrative offices, boundary walls, electrical transformers, water inlet and outlet systems, designated green zones and plantation areas, rainwater harvesting systems, and non-usable land parcels, shall be expressly excluded from the computation of [developed/plot area / leasable built-up area].

- d) The Developer shall, within 6 (six) months from the Commencement Date, demonstrate proof of availability of funds and achieve financial closure from credible financial institutions. The Developer shall submit to APIIC all relevant term sheets, binding agreements and supporting documentation evidencing such financial closure.

Subject to the prior written consent of APIIC, which shall not be unreasonably withheld, the Developer shall be entitled to mortgage, assign, or otherwise create security over its rights and interests under this Development Agreement in favor of its lenders, solely for the purpose of securing financing for the Project. The Developer shall indemnify and hold harmless APIIC from and against any financial liability, claim or obligation arising out of or in connection with such mortgage or assignment.

Subject to the rights of statutory secured creditors under applicable laws, the Developer agrees that all dues, damages, penalties, or any other amounts payable to APIIC under this Agreement shall have first charge over payments to any shareholder, affiliate, contractor, or unsecured creditor.

Notwithstanding anything to the contrary contained herein, the Developer shall not mortgage, charge, pledge, lien, or otherwise encumber the Scheduled Property in any manner whatsoever. Any breach of this provision shall constitute a material default under this Agreement and shall render this Agreement liable for immediate termination, without the requirement of prior notice, at the sole cost and risk of the Developer.

- e) Within 6 (six) months from the Commencement Date, the Developer shall apply to the competent authorities and procure all necessary approvals, sanctions, permits etc required for commencing the Project implementation. The Developer shall make necessary applications and sign all papers, to appear before the competent authorities to pay necessary fees/premium required and to do all other acts and things as may be necessary for getting the necessary approvals, sanctions, permits etc. APIIC shall provide reasonable support and assistance to the Developer in facilitating the timely procurement of the Critical Clearances required from any Government Instrumentality for implementation and operation of the Project. The Developer shall be solely responsible to obtain and strictly comply with all the statutory and regulatory compliances in implementation of the Project including but not limited to layout approval, environmental clearance, consent for establishment as per pollution control norms, labor welfare obligations, etc. In case of any violation/deviation/non-compliance, APIIC has right to suspend work, impose penalties, or terminate the Agreement at the option of APIIC.
- f) The Developer shall apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally required. The Developer shall incur, pay and bear on its own account all the deposits payable to Electricity and Water Board and any other expenses required for such connections for the development on the Scheduled Property. APIIC shall provide reasonable assistance to the Developer in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Developer than those generally available to commercial customers receiving substantially equivalent services.
- g) Within 30 (thirty) days from the approval of the proposed layout plan, the Developer shall execute a Sharing Agreement with APIIC, clearly delineating the respective allocations of the [developed/plot area / leasable built-up area] as mutually agreed in the final Detailed Project Report (DPR). Such allocation shall be guided by the principle of equitable and balanced distribution, ensuring that both the parties receive their proportionate share aligned with fair revenue-generating potential.
- h) The Developer shall Start construction within 6 (six) months from the Commencement

Date. The Developer shall implement the Project on the Scheduled Property as per the sanctioned plans and according to specifications and other requirements of the competent authorities and shall employ contractors, architects, structural engineers, surveyors and other professionals as may be required in the implementation of the Project.

- i) The Developer shall implement the Project in accordance with, or exceeding, the baseline specifications provided under the Operational Guidelines for “Andhra Pradesh Policy for establishment of Private Industrial Parks with ‘Plug and Play’ Industrial infrastructure (4.0) 2024-29.
- j) The Developer shall obtain and maintain, at its cost, adequate insurance coverage for construction risks, third-party liability, workmen compensation, fire, and natural calamities. APIIC shall be named as a co-insured or loss payee wherever applicable. Evidence of such insurance shall be provided before commencement of construction and from time to time.
- k) The Developer shall represent before the public, local and/or private authorities in respect of the implementation of the Project and to make such of the actions and things as may be necessary for effectually commencing the construction work and completing the same.
- l) The Developer represents that it is solvent and has no litigation or pending regulatory proceedings which may adversely affect the execution or performance of this Agreement, and shall notify APIIC immediately upon any legal proceedings/Court orders/summons/notices etc.
- m) The Developer shall complete the implementation of the Project within 18 (eighteen) months from the Commencement Date. The Developer shall have the discretion to execute the Project in multiple phases within agreed timelines. Upon completion of construction activities pertaining to any specific phase within the proposed [MSME Industrial Park /Flatted Factory Complex (FFC)], the Developer shall obtain a certificate from a Chartered Engineer confirming the completion of such construction and its conformity with the approved layout plan. This certificate shall be submitted to the Zonal Manager for verification. The Zonal Manager shall thereafter conduct a survey of the Project to ascertain and certify that the implementation of the said phase has been carried out in accordance with the Detailed Project Report (DPR).
- n) Upon completion of the Project or any individual phase thereof, the Developer shall apply for and obtain the requisite completion certificate from the competent authorities, in accordance with applicable laws and regulations.
- o) The Developer shall submit quarterly progress reports to APIIC detailing construction status, approvals obtained, financial utilization report, etc.
- p) After completion of the construction in all aspects, put APIIC in possession of its share of [developed/plot area / leasable built-up area].
- q) In the event that the Developer is unable to fulfill any of its obligations within the timelines prescribed under this Agreement due to circumstances beyond its reasonable control, the Developer shall promptly notify APIIC in writing, providing detailed reasons and supporting documentation for such delay. Upon receipt of such notice, APIIC shall assess the reasonableness of the cause and, at its sole discretion, may grant an extension of the relevant timeline without imposing any penalties, provided that the delay is not attributable to the Developer’s negligence or default. However, if the delay is determined to have arisen due to the Developer’s own actions, omissions, or failure to perform its obligations in a timely manner, APIIC shall be entitled to levy penalties on the Developer

in accordance with the provisions of this Agreement. Such penalties shall be calculated at the rate of 0.2% (zero-point two percent) of the Performance Security for each day of delay until the fulfillment of the relevant conditions, subject to a maximum of 20% (twenty percent) of the Performance Security. These damages shall be payable within 15(fifteen) days from the date of fulfillment of the said conditions. The imposition of such damages shall be without prejudice to any other rights or remedies available to APIIC under this Agreement.

- r) The Developer explicitly agrees that the Developer shall have no right or title on APIIC's Share in the [developed/plot area / leasable built-up area] and shall ensure that APIIC's Share of the [developed/plot area / leasable built-up area] is not encumbered, obstructed, or interfered with in any manner, and shall take necessary steps to protect APIIC's possession and title from claims or disturbance by allottees, third parties, or its own contractors.
- s) APIIC shall have the sole discretion to sell, lease, or market its share either directly or through the Developer, subject to terms and conditions as may be mutually agreed upon in writing. Nothing herein shall confer any automatic right upon the Developer to transact on behalf of APIIC without such written agreement.
- t) The Developer shall market and promote the Project.
- u) All marketing materials, sale deeds, and lease deeds pertaining to the Developer's Share shall include a disclaimer clause clearly stating that APIIC shall not be responsible for any misrepresentation, deficiency, or liability arising from such transactions. Further, the Developer shall keep APIIC informed of all sale or lease transactions related to the Developer's Share and shall submit relevant details of such transactions to APIIC in a timely manner.
- v) The Developer shall operate and maintain the Project safely and securely as per the standards to provide the required levels of service to its users.
- w) The Developer shall collect, appropriate and allocate revenue, fees, charges from the users of the Project.
- x) The Developer shall have the right to set and modify periodically the common area maintenance charge, primarily applicable to all intended allottees. Such maintenance charge shall accrue to the Developer for maintaining facilities at the [MSME Industrial Park / Flatted Factory Complex (FFC)] like security, common area development etc. The Developer shall have the right to levy and collect common area maintenance charges from all the allottees within the Project, for the purpose of covering the costs of maintenance, repairs of infrastructure and facilities.
- y) The Developer shall be solely responsible for development, operation, upkeep, and maintenance of all internal infrastructure and common facilities within the Project, including but not limited to internal roads, stormwater drainage, water supply systems, electricity distribution infrastructure, sewage and effluent treatment systems, landscaping, green areas, and security infrastructure. The Developer shall maintain such facilities in a manner consistent with applicable industrial standards.
- z) The Developer shall maintain proper records of all maintenance activities and shall make such records available to APIIC upon request. APIIC or its designated representative shall have the right to inspect the condition of infrastructure, maintenance and facilities within the Project at reasonable intervals and issue directions for improvement, which the Developer shall comply with at its cost.

- aa) The Developer shall pay all dues under the Agreement to APIIC and other competent authorities.
- bb) The Developer shall keep the Project in good condition.
- cc) The Developer shall not make or permit any alterations or additions to the approved plans including digging open wells/ sinking bore wells or excavating sub-soil for any other purpose without obtaining the previous consent in writing of APIIC.
- dd) The Developer shall not allow or permit the usage of the Scheduled Property in such a way as to cause nuisance, annoyance or inconvenience to the users of the Project.
- ee) The Developer shall permit APIIC or their agent or officers with or without workmen at all reasonable times, with prior notice to the Developer, to enter upon the Scheduled Property to view the conditions thereof and upon notice given by APIIC to effect repairs in accordance with such notice at the cost of the Developer.
- ff) The Developer shall not obstruct flow of natural courses of water flowing through the land if any existing in the Scheduled Property except in accordance with applicable rules and regulations of the government.
- gg) The Developer shall not transfer or change the ownership or constitution of the business relating to the Project, prior to the fifth anniversary of the Project Completion Date, without obtaining prior written approval from of APIIC. This restriction shall apply to both direct and indirect transfers, including any change in shareholding, merger, or transfer of controlling interest in the Developer. Any such transfer made without the prior written consent of APIIC shall constitute a material breach of this Agreement and may result in its termination.
- hh) The Developer shall be solely responsible for any injury, death, loss, or damage caused to any person, including workmen, labourers, employees, or to any machinery, equipment, or property arising out of or in connection with the execution of the Project. APIIC shall not be liable in any manner whatsoever, and the Developer shall ensure full and timely compensation to the affected parties at its own cost, in accordance with applicable laws.
- ii) The Developer shall indemnify, defend and hold harmless APIIC from and against all claims, losses, liabilities, suits, damages, costs, or expenses arising out of or in connection with
 - a. any breach of obligations under this Agreement;
 - b. third-party claims from allottees;
 - c. violation of applicable laws; and
 - d. environmental or labour non-compliance.
- jj) That APIIC is competent to enforce the compliance with all the rules and regulations and the provisions of any other act in force in respect of the Project and the Developer shall be responsible for complying at its cost with all instructions issued from time to time in this regard.
- kk) APIIC shall be entitled to independently develop, sub-lease, or monetize its share of [developed/plot area / leasable built-up area] at its discretion without requiring any consultation or approval from the Developer.
- ll) That the Developer or the persons engaged by them will have reasonable access to all common services and common facilities provided in the Industrial Area and the Developer shall make good any loss due to damage caused to any common services and common

facilities in the Project.

- mm) The Performance Security shall be released to the Developer on payment of all dues to APIIC with interest including any penalties or charges as stipulated from time to time by APIIC and after completion of the project as stipulated below.
- nn) The Performance Security shall be released upon 100% (hundred percent) construction completion of the proposed [MSME Industrial Park / Flatted Factory Complex (FFC)] as per the Detailed Project Report prepared by the Developer. The Developer shall achieve Project Completion Date within 18 (eighteen) months from the Commencement Date. In case of failure to comply with this timeline, APIIC shall have right to cancel this Agreement and to resume the unused Scheduled Property apart from deducting the occupation charges specified in this Agreement.
- oo) The Developer represents that no undue influence, fraud, or corrupt practice has been employed in the securing or performance of this Agreement. Any breach of this clause shall render the Agreement voidable at the sole discretion of APIIC, without prejudice to other legal remedies.
- pp) That if the Developer commits breach of the any of the covenants herein contained, this Agreement shall stands determined without any notice, thereupon the Developer will be treated as an encroacher and a trespasser who will have no right whatsoever in the Scheduled Property under these presents and it shall be lawful for APIIC to re-enter upon the Scheduled Property and resume the possession thereof and also of the buildings/structures standing thereon, the transfer made in favour of the Developer under these presents shall become null and void and all rights of the Developer in the Scheduled Property under this Agreement and any buildings/structures therein shall at once cease and determined. Upon such re-entry, APIIC shall not be liable for any loss of investment, goodwill, or projected revenue to the Developer. All rights of the Developer shall stand extinguished, and no compensation shall be payable. All improvements, structures, and additions made by the Developer shall vest with APIIC upon termination, without any obligation to compensate the Developer.

In such event of resumption of the Scheduled Property, the Performance Security submitted by the Developer shall remain forfeited towards use and occupation of the Scheduled Property to the extent set forth in the table below. APIIC shall release the Performance Security subject to the deduction of Occupation charges (as the percentage of the Performance Security amount) taking into account the period of occupation of the Scheduled Property as follows:

Occupation period (No. of month from the date of handover of possession)	Occupation charges (as the percentage of the Performance Security amount)
Up to 12 month	10%
12 month to 18 month	10% + 5% = 15%
Above 18 month	15% + 10% for each of the additional year or part thereof.

If there are any buildings/structures on the Scheduled Property, APIIC 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 Developer to remove the buildings/structures at their cost within such time as may be allowed by APIIC.

- qq) The Developer shall comply with any further conditions, directions, or stipulations to ensure optimum utilization of the land under development and to ensure that the industry standards for similar projects are met. Provided always, and it is expressly agreed and understood, that such conditions shall be binding on the Developer and deemed to form an integral part of this Agreement without requiring any separate amendment or execution.
9. APIIC shall not be liable for any loss, damage, or claims arising out of or in connection with the Project, including but not limited to delay, defect, deficiency, or failure in services, marketing, or sale by the Developer. Under no circumstances shall APIIC be liable for any indirect, incidental, consequential, or exemplary damages, or loss of profit or business, arising from this Agreement.
10. Neither Party shall be liable for failure to perform obligations under this Agreement if such failure is due to Force Majeure, which shall mean war, natural calamities, or government-imposed prohibitions beyond the control of the affected Party. The Developer shall notify APIIC in writing within 7 days of such Force Majeure event and the developer shall resume the work within the 7 days from the date of closure of Force Majeure event. In case if the Developer fails to resume the work after 7 days of the end of Force Majeure event then the APIIC shall have the right to terminate the Agreement at its sole discretion without any liability on APIIC. In case of such termination due to Force Majeure, the developer must handover the possession of the scheduled property to APIIC within 15 (fifteen) days from the date of Termination without any raising any objection or/and delay or/and demure.
11. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, such provision shall be deemed severed, and the remaining provisions shall continue in full force and effect.
12. No waiver by APIIC of any default or breach by the Developer shall be deemed a waiver of any subsequent default or breach. Failure by APIIC to enforce any right shall not be construed as a waiver thereof.
13. No amendment or modification of this Agreement shall be valid unless made in writing and executed by both Parties. APIIC shall have the sole discretion to accept or reject any proposed amendment.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
15. All the costs and expenses of an incidental to the preparation, execution and registration of this Agreement shall be paid by the Developer.
16. In all the matters of doubts concerning and in respect of this indenture, the decision of APIIC shall be final and binding on the Developer and any default by the Developer there of shall be deemed to be breach of the terms of this indenture.
17. In case of any dispute, either Parties shall attempt to resolve such dispute through mutual discussions by issuing a 30 (thirty) days written notice to the other party. Only upon failure of such discussions, the dispute shall be referred to arbitration. All disputes arising out of or in connection with this Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a panel of three arbitrators: one arbitrator shall be nominated by each Party, and the two arbitrators so appointed shall jointly nominate the third presiding arbitrator. The

CORRIGENDUM-2 / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of MSME Industrial Parks / Flatted Factory Complexes (FFCs) at various locations in Andhra Pradesh

arbitration proceedings shall be conducted in the English language. The seat and venue of arbitration shall be Vijayawada, Andhra Pradesh.

18. The courts at Vijayawada, Andhra Pradesh shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

Signed, Sealed and Delivered

For and on behalf of APIIC

Of the first part

Signed, Sealed and Delivered

For and on behalf of the Developer

Of the first part

Signature

Signature

Name

Name

Designation

Designation

Seal:

Seal:

In the presence of

1. _____

2. _____

In the presence of

1. _____

2. _____

SCHEDULE-1: Description of the Scheduled Property

Land measuring _____ Acre situated at _____ [Village], _____ [Mandal],
_____ District in Survey Numbers as per the list below is bounded by:

Survey Numbers : _____

NORTH : _____

SOUTH : _____

EAST : _____

WEST : _____

WITNESSES:

For and on behalf of APIIC

1)

2)

WITNESSES:

For and on behalf of Developer

1)

2)

SCHEDULE-2: Detailed Project Report

[Note: APIIC shall examine the DPR in order to verify whether the DPR adheres to the general guidelines (as specified in the RFP) for development of the Project. The Selected Bidder shall obtain relevant approvals for the layout plan from the concerned authorities. The Developer shall submit a copy of all Approvals and Critical Clearances to APIIC.]