



# DEVELOPMENT OF JAGANANNA SMART TOWNSHIPS (MIG LAYOUTS) THROUGH PRIVATE PARTICIPATION

Notice Roc No.300/PLNG/ELUDA/2022, Dated 20.07.2022



**ELURU URBAN DEVELOPMENT AUTHORITY (ELUDA)**

## SOLICITATION OF APPLICATIONS (SOA)

### Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh

(Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022; Policy for Private Participation  
for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh)

*(This document is meant for the exclusive purposes of inviting Applications against this  
Solicitation of Applications document and shall not be transferred, reproduced or otherwise used  
for purposes other than that for which it is specifically issued)*

SOA Inviting Authority:



**Eluru Urban Development Authority**



**D. No:16B-16-34,Rukmini Nivas, Chandra Guptha Colony, Eluru District, Andhra  
Pradesh-534003**

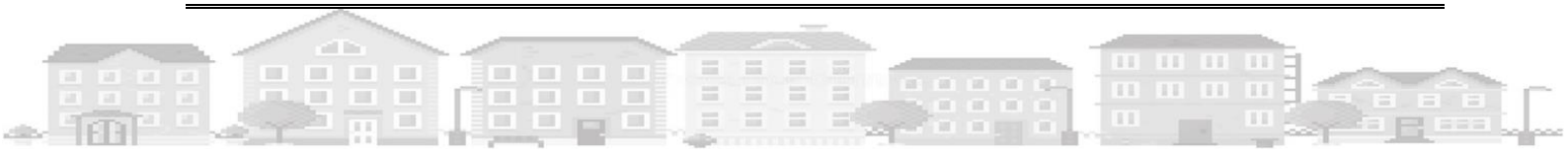


**AP URBAN**

Program Manager:

**Andhra Pradesh Urban Infrastructure Asset Management Limited**

	<b>ELURU URBAN DEVELOPMENT AUTHORITY (ELUDA)</b> D. No:16B-16-34,Rukmini Nivas, Chandra Guptha Colony, Eluru District, Andhra Pradesh-534003	
<b>SOLICITATION OF APPLICATIONS (SOA)</b>	<b>Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh</b> (Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022; Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh)	
<b>Notice Roc No.300/PLNG/ELUDA/2022, Dated 20.07.2022</b>		
<p>The Government of Andhra Pradesh (GoAP), vide G.O. Ms. No.88, MA &amp; UD (M) Dept. Dt: 01.07.2022, has issued the Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh with the objective to make available well-developed MIG layouts at affordable prices to eligible Middle Income Group (MIG) households.</p> <p>Pursuant to the Policy, development of MIG layouts by private sector developer entities in land extents not less than 20 Acres is being solicited, wherein a minimum of 40% (forty per cent) or more, if so offered, of the developed plotted area shall be required to be made available for allocating and selling to MIG Applicants at the discretion of the ELUDA, on terms and conditions of the Policy.</p> <p>In view of the above objective, the Eluru Urban Development Authority (ELUDA) now invites Applications from eligible entities meeting the criteria as per the Policy, set forth in this Solicitation of Applications (SOA).</p> <p>Interested entities who fulfil the Minimum Eligibility Criteria and have procured / identified litigation &amp; encumbrance free land with contiguous extent of not less than 20 Acres falling within the ELUDA jurisdiction in Andhra Pradesh may download the Solicitation of Applications (SOA) document from <a href="http://www.migapdtcp.ap.gov.in/migprivate.aspx">www.migapdtcp.ap.gov.in/migprivate.aspx</a> or <a href="https://www.apurban.com/miglayout.php">https://www.apurban.com/miglayout.php</a> from <b>25.07.2022</b>. The Applications shall be open for submission to the ELUDA from <b>10.08.2022 onwards</b>, on all working days from 11:00 AM to 5:00 PM.</p> <p>This SOA under the Policy will remain in force initially for one year or until further decision by the GoAP /ELUDA. The District Level Committee (DLC) constituted under the above referred G.O. for evaluation and scrutiny of Applications shall meet on monthly basis or any other time intervals as may be decided from time to time, commencing from <b>August 2022</b>.</p> <p style="text-align: right;">Sd/- <b>Vice Chairperson, ELUDA</b></p>		



**Development of Jagananna Smart Townships (MIG Layouts)  
within ELUDA Jurisdiction, Andhra Pradesh**

(Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022;

**Policy for Private Participation for Development of Jagananna Smart Townships (MIG  
Layouts) in Andhra Pradesh)**

**Notice Roc No.300/PLNG/ELUDA/2022, Dated 20.07.2022**

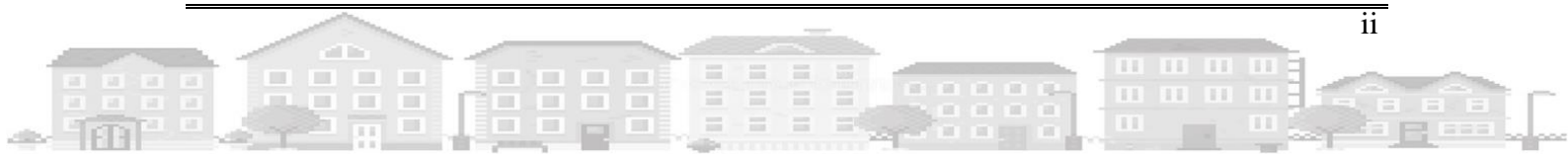
**SOLICITATION OF APPLICATIONS (SOA) DOCUMENT**

Solicitation of Applications (SOA) in the prescribed format are invited from entities registered with ELUDA and NAREDCO/CREDAI and meeting the eligibility criteria as per the Policy set forth in this Solicitation of Applications (SOA) document.

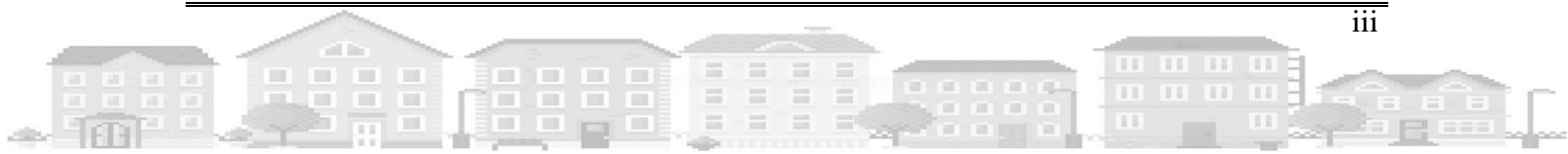
Interested entities who fulfil the Minimum Eligibility Criteria and have procured / identified litigation & encumbrance free land with contiguous extent of not less than 20 Acres falling within the ELUDA jurisdiction in Andhra Pradesh may download the Solicitation of Applications (SOA) document from [www.migapdtcp.ap.gov.in/migprivate.aspx](http://www.migapdtcp.ap.gov.in/migprivate.aspx) or <https://www.apurban.com/miglayout.php> from 25.07.2022.

1.	<b>Name of the Project</b>	<b>Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh</b>
2.	<b>Project Authority</b>	Eluru Urban Development Authority (ELUDA)
3.	<b>Availability of Solicitation of Applications (SOA) Document</b>	<b>from 25-07-2022, on:</b> <a href="http://www.migapdtcp.ap.gov.in/migprivate.aspx">www.migapdtcp.ap.gov.in/migprivate.aspx</a> or <a href="https://www.apurban.com/miglayout.php">https://www.apurban.com/miglayout.php</a>
4.	<b>Date for submission of duly filled in Applications (Application Submission Start Date)</b>	The Applications shall be open for submission in hard copy to the ELUDA from <b>10.08.2022 onwards, on all working days from 11:00 AM to 5:00 PM.</b>  The District Level Committee (DLC) constituted under the above referred G.O. for evaluation and scrutiny of Applications shall meet on monthly basis or any other time intervals as may be decided from time to time, commencing from <b>August, 2022.</b>

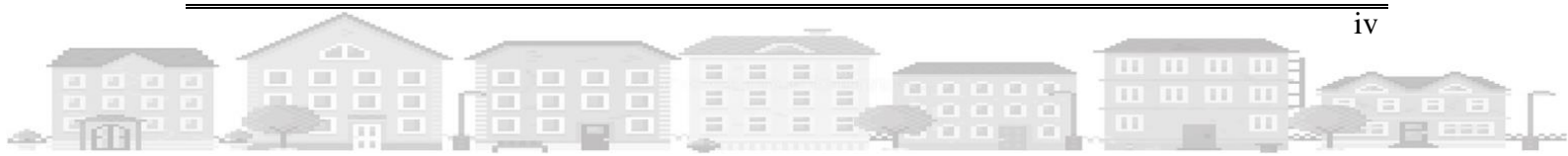
5.	<b>Validity of Solicitation of Applications (SOA)</b>	This SOA under the Policy will remain in force initially for one year or until further decision by the GoAP / ELUDA.
6.	<b>Mode of Submission of Application</b>	In hard copy i.e. <b>“ORIGINAL APPLICATION”</b> and <b>“2 COPIES”</b> thereof as specified in this SOA, addressed to: <b>Vice Chairperson</b> <b>Eluru Urban Development Authority (ELUDA)</b> D. No:16B-16-34,Rukmini Nivas, Chandra Guptha Colony, Eluru District, Andhra Pradesh-534003
7.	<b>Application Fee (Non-refundable)</b>	<b>₹10,000/- (Rupees Ten Thousand only)</b>  Each Application shall be mandatorily required to be accompanied with a payment of ₹10,000/- (Rupees Ten Thousand only) towards the non-refundable Application Fee, that shall be inclusive of all taxes.  The Application Fee shall be payable only in the form of a Demand Draft / Pay Order, drawn in favour of “Vice Chairperson, Eluru Urban Development Authority” that shall be payable at Eluru, Andhra Pradesh.
8.	<b>Application Deposit (Refundable)</b>	<b>₹90,000/- (Rupees Ninety Thousand only)</b>  Each Application shall be mandatorily required to be accompanied with a deposit of ₹90,000/- (Rupees Ninety Thousand only) towards the refundable Application Deposit.  The Application Deposit shall be submitted only in the form of a Demand Draft / Pay Order, drawn in favour of “Vice Chairperson, Eluru Urban Development Authority” that shall be payable at Eluru, Andhra Pradesh.  The Application Deposit shall be returned to the Applicant free of interest, along with the LOA / Rejection Communication.
9.	<b>Format for submission of Application</b>	<b>As per Appendix I to V to this SOA Document</b>



10.	<b>Opening / Processing of Applications by ELUDA</b>	All Applications received up to the last date of each month shall be opened and processed by the ELUDA for Preliminary Scrutiny and placing before the next meeting of the DLC for further process.
11.	<b>Contact Person at ELUDA for clarifications</b>	Shri. D.Chandra Sekhar Designation: Vice Chairperson Contact No: 9154892114 Email: vceluda@gmail.com  Office Google Location <a href="https://goo.gl/maps/1vF3wRt7uFtzjKZz7">https://goo.gl/maps/1vF3wRt7uFtzjKZz7</a>
12.	<b>Contact Person of Program Manager for clarifications</b>	<b>Mr. Srinivas Gudelli</b> Program Manager Andhra Pradesh Urban Infrastructure Asset Management Limited Mobile: 9642782888 Email: srinivas.gudelli@apurban.in



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## DISCLAIMER

The information contained in this Solicitation of Application document (the “SOA”) or subsequently provided to the Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the **Eluru Urban Development Authority** (the “ELUDA”) or any of its employees or advisors or Program Manager, is provided to Applicant(s) on the terms and conditions set out in this SOA and such other terms and conditions subject to which such information is provided.

This SOA is not an agreement and is neither an offer by the ELUDA to the prospective Applicants or any other person. The purpose of this SOA is to provide eligible entities with information that may be useful to them in the formulation of their application pursuant to this SOA (the “**Application**”). This SOA includes statements, which reflect various assumptions, assessments and decisions arrived at by the ELUDA / Government of Andhra Pradesh (GoAP) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This SOA may not be appropriate for all persons, and it is not possible for the ELUDA, its employees or advisors or Program Manager to consider the investment objectives, financial situation and particular needs of each party who reads or uses this SOA. The assumptions, assessments, statements and information contained in this SOA may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this SOA and obtain independent advice from appropriate sources.

The GoAP / ELUDA, its employees, advisors and Program Manager make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this SOA or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the SOA and any assessment, assumption, statement or information contained therein or deemed to form part of this SOA or arising in any way for participation in the SOA Process.

The ELUDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this SOA. The ELUDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this SOA.

The Application made by an Applicant in response to this SOA shall not have any proprietary right nor shall the ELUDA in any form be liable / binding to accept the Application. The selection of the eligible entity / Developer Entity for the development of the proposed Project shall be subject to the scrutiny of the Application and approval / decision of the District Level Committee (DLC).

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to any costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the ELUDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Applicant in preparation or submission of the Application, regardless of the conduct or outcome of this SOA.

**Letter of Invitation**

**To**  
**Vice Chairperson**  
**Eluru Urban Development Authority**  
**D. No:16B-16-34, Rukmini Nivas, Chandra Guptha Colony,**  
**Eluru District, Andhra Pradesh-534003**

Dated **20/07/2022**

To,

**All Prospective Applicants,**

**Sub: Solicitation of Applications (SOA) for Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh (Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022; Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh)**

The Government of Andhra Pradesh (**GoAP**), vide G.O. Ms. No.88, MA & UD (M) Dept. dtd 01.07.2022, has issued the **Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh** with the objective to make available well-developed MIG layouts at affordable prices to eligible Middle Income Group (MIG) households.

Pursuant to the Policy, development of MIG layouts by eligible entities in land extents not less than **20 Acres** is being solicited, wherein a minimum of 40% (forty per cent) or more, if so offered, of the developed plotted area shall be required to be made available for allocating and selling to MIG Applicants at the discretion of the ELUDA, on terms and conditions of the Policy.

In view of the above objective, the Eluru Urban Development Authority (**ELUDA**) now invites Applications from eligible entities registered with ELUDA and NAREDCO/CREDAI and meeting the eligibility criteria as per the Policy, set forth in this Solicitation of Applications (SOA).

Interested entities who fulfil the Minimum Eligibility Criteria and have procured / identified litigation & encumbrance free land with contiguous extent of not less than 20 Acres falling within the ELUDA jurisdiction in Andhra Pradesh are invited to participate in this SOA and submit their Application in the formats prescribed in this SOA.

This SOA under the Policy will remain in force initially for one year or until further decision by the GoAP / ELUDA. The District Level Committee (DLC) constituted under the above referred G.O. for evaluation and scrutiny of Applications shall meet on monthly basis or any other time intervals as may be decided from time to time, commencing from **August, 2022**.

**All prospective applicants are requested to note that while there shall be no restriction on the number of Applications that can be submitted by an Applicant for different Eligible Project Assets (EPAs) i.e. lands which qualify the criteria set forth under the Policy, separate and complete Applications shall be mandatorily required to be submitted by the Applicant for each such EPA.**



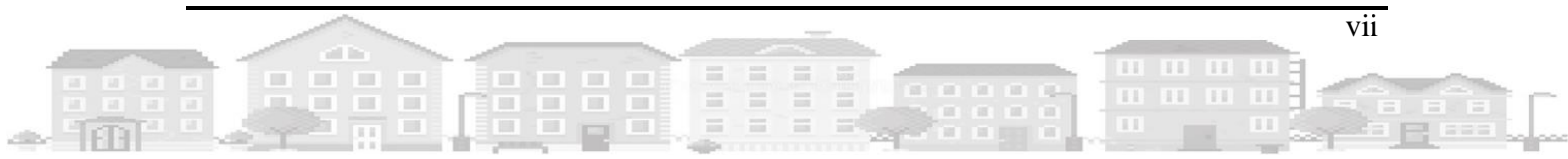
Applications shall mandatorily be required to be submitted only through in hard copies strictly in the formats and manner prescribed in this SOA document. Applications received through any other mode shall not be processed. The ELUDA reserves the right to reject / request for resubmission of any application that is not in the prescribed format.

Thanking you,

Yours faithfully,

**Sd/-**

**Vice Chairperson**  
**ELUDA/Eluru Urban Development Authority**



## **1. INTRODUCTION**

### **1.1. Introduction**

- 1.1.1 The Government of Andhra Pradesh (GoAP) envisages to develop ‘Jagananna Smart Townships, MIG Layouts’ to make available well-developed MIG layouts at affordable prices to eligible MIG Applicants. Owing to the response and demand from the general public and Government employees upon initial launch, GoAP now envisages to develop ‘Jagananna Smart Townships, MIG Layouts’ across the State.
- 1.1.2 Therefore, to implement this initiative/program successfully at State level, it is prudent to have an alternate mechanism which can foster and facilitate Public Private Partnerships involving privately owned lands, capacities and investments from private players. This arrangement is envisaged to yield synergic benefits by leveraging on private players’ capacities, government’s branding, existing demand whilst having multiplier effect (economic) in real estate sector in the State.
- 1.1.3 Upon initial discussions and deliberations with various stakeholders, the Government has established a policy framework for development of well planned MIG Layouts under the name of Jagananna Smart Townships, involving private participation, where the selected eligible entities shall be responsible for acquiring the identified land, development of MIG Plots and Private Buyer Plots, development of the infrastructure as per the Minimum Development Standards (MDS) prescribed under the Policy, the **“Project”**.
- 1.1.4 Thus, the **GoAP, vide G.O. Ms. No.88, MA & UD (M) Dept. Dt 01.07.2022, has issued the Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh.**

### **1.2. Policy for Private Participation for Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh**

- 1.2.1 This Policy allows for Private sector Developer Entities / Applicants to partner with respective Urban Development Authorities (UDAs) for development of “Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh”. The process envisaged for implementation of the Policy has been detailed herein, whereby:
- This policy shall be applicable to Applicants i.e. reputed and eligible private sector **“Developer Entity”** or **“DE”** registered with the respective UDAs and

NAREDCO/CREDAI and meeting the eligibility criteria set forth under the Policy.

- The interested Applicant should have either procured or identified “**Eligible Project Assets**” or “**EPA**” lands which qualify all the following criteria and fall within the respective UDA jurisdiction:
  - a. Lands which have potential value to be developed as Plots which can be purchased by public and MIG Applicants;
  - b. Lands which are contiguous and having a minimum extent of 20 acres;
  - c. Such lands which are litigation and encumbrance free.
  - d. For the purpose of this clause, G.O. Ms. No. 69 MAUD Dept; Dt 02-06-2022 shall be referred to for identifying the applicable UDA jurisdiction for an EPA."
- Having identified an **EPA**, the interested Applicant shall be required to make an Application in the formats prescribed in this SOA to the ELUDA along with a DPR (containing the details listed in Appendix V) duly providing the information pertaining to EPA location, extent, indicative layout earmarking major roads and MIG Plots, Sale Price offer for MIG Plots, timelines for acquisition, list of approvals required from GoAP, proposed development of infrastructure, that shall be no less than the Minimum Development Standards (**MDS**) prescribed under the Policy and others such matters as mentioned under the Policy.
- The UDA shall with the assistance of the Program Manager, carry out the preliminary evaluation / scrutiny of Applications received, for confirming the Responsiveness and fulfilment of the Minimum Eligibility Criteria prescribed under the Policy, as set forth in this SOA. The Responsive Applications of Applicants having fulfilled the Minimum Eligibility Criteria shall be shortlisted for placing before the District Level Committee (DLC) constituted vide the G.O. Ms. No.88, MA & UD (M) Dept. dtd 01.07.2022.
- The ELUDA shall place the shortlisted Application of the shortlisted Applicants before the empowered District Level Committee (DLC) for further process and scrutiny. The parameters for scrutiny of the Applications by the DLC have been spelt out under the Policy that shall include legal due diligence, technical due diligence, suitability & feasibility in all aspects of the EPA for execution of the Project.

- The ELUDA shall place before the DLC the details of the total number of Applications received and the preliminary scrutiny carried out of all Applications including of any Application / Applicant being determined as non-responsive or non-fulfilling the specified Minimum Eligibility Criteria or for any other reason as the case may be, for appraisal and decision of the DLC. The DLC shall reserve the right to seek clarifications / to direct the ELUDA to seek clarifications / resubmission of the Application by the Applicant such that all shortcomings are addressed.
- The DLC shall reserve the right to invite the Applicant for making a Power point presentation or for providing clarifications, if any, sought by the DLC or for conducting discussions with the DE, as may be required, with regard to the sale price of the MIG Plots, break-up of the 3 categories of the MIG Plots, extent of the MIG Plots and other such factors required for successful completion of the Project.
- The DLC shall also discuss with the Applicant w.r.t timelines for successfully implementing the Project, extent of plotted area and nos. of MIG Plots offered, location of MIG Plots in the EPA, Sale Price of the MIG Plots including consideration of rebates etc. as set forth under the Policy, list of approvals for implementation of Project, terms and conditions under which the Project will have to be implemented and any other matter it deems fit, as necessary to execute the Project in interest of the successful implementation of the Initiative. The Program Manager shall assist the DLC / UDA in carrying out the evaluation / scrutiny.
- In case of multiple applications received for the same location / region, the DLC shall set the preference for selection of the DE as per the guidelines set forth in Annexure-IV of the Policy.
- Upon approval of an Application by the DLC, the ELUDA shall issue the Letter of Award (LOA) that shall comprise of the detailed timelines for implementation of the Project, the Sale Price, the approved land extent, the approved MIG Plot configuration for sale through the ELUDA, the terms and conditions for the Project and other matters spelt out under the Policy.
- The LOA shall also specify the approved percentage of developed MIG Plots that the DE shall be required to commit in the Project to the UDA for allocating and selling to MIG Applicants at the discretion of the UDA. For the avoidance of doubt, such percentage of developed MIG Plots shall not be less than 40% of

developed plotted area. For the avoidance of doubt, in case the DE offers more than 40% as ELUDA share for sale for MIG applicants, the DLC shall reserve the right of accepting / restricting / rejecting such proposal for additional land for sale for MIG Applicants. Further, (%) Percentage of plotted area offered for MIG Plots to UDA shall exclude the 'to be mortgaged' land extent to UDA as per the Andhra Pradesh Land Development (Layout and Sub-division) Rules, 2017 notified through G.O.Ms.No.275 MA&UD (H) DEPARTMENT, Dated 18.07.2017.

- The Selected Applicant / DE shall be required to enter into the Development Agreement with the respective ELUDA within the timeline specified in the LOA.
- The selected DE shall be required to acquire the title and ownership of the identified EPA and develop the plotted layout including the requisite infrastructure as per the specified MDS within the specified timelines, at its own cost (the “**Project**”). Upon having acquired the land, the DE shall submit to the ELUDA, the tile report of the said land as set forth under the Policy / Development Agreement. For the purpose of this SOA, holding of General Power of Attorney (GPA) / Power of Attorney (POA) of the land owner(s) or development agreements / joint development agreements with land owner(s) shall not be considered as having acquired the land.
- The sale price of MIG Plots shall be as determined by the DLC as per the Policy, while the selected private player shall be free to conduct business for remainder of the plotted area. The DLC shall also take into consideration the reservation of 10% of MIG Plots for AP state government employees at 20% rebate and 5% of plots are reserved for the A.P. State Govt. retired Employees (Pensioners) without benefit of rebate, as per G.O.Ms.No.76, MA&UD (M) Dept., dated 28.07.2021.
- The DE shall also be required to enter into an Escrow Agreement and open an Escrow Account in the manner specified in the Development Agreement for placing the sale proceeds of the Plots, received from the sale of the MIG Plots by the ELUDA, as set forth under the Policy. The sale proceeds shall be shared amongst the DE, ELUDA and Program Manager in the manner set out under the Policy. The release of the share to the DE shall be upon completion of the corresponding Project milestones set forth under the Policy.

- The ELUDA shall ensure that all requisite approvals, permissions are accorded in a time bound manner. Further, ELUDA shall offer its brand which will enhance credibility and marketability for the Initiative.
- The DE shall indemnify the GoAP / ELUDA from all risks and liabilities arising from the EPA / Project. Submission of an Application by an Applicant pursuant to this SOA shall be deemed as acceptance to this condition by the Applicant.

The Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh is enclosed along with this SOA as **Appendix-VI** and applicants are required to read and understand the same in detail prior to submission of Application in response to this SOA. Submission of an Application by an Applicant pursuant to this SOA shall be deemed as acceptance to the terms and conditions of the Policy by the Applicant.

1.2.2 The “MIG Plot(s)” are envisaged to be developed in the following sizes,

1	MIG-I	150 Sq.Yards (33' X 41')
2	MIG-II	200 Sq.Yards (36' X 50')
3	MIG-III	240 Sq.Yards (36' X 60')

The Applicant shall in the DPR in the format prescribed in Appendix-V of this SOA, be required to specify the number of MIG Plots under each size that it shall offer for marketing / sale through the ELUDA.

### **1.3. Brief description of the SOA Process**

1.3.1 Through this SOA process, the Eluru Urban Development Authority (ELUDA) hereinafter for the purpose of this SOA referred to as “UDA” intends to identify suitable Applicants who meet the Minimum Eligibility Criteria specified in this SOA whose Application shall be placed before the DLC for scrutiny and Decision / Approval, in manner set forth under the Policy.

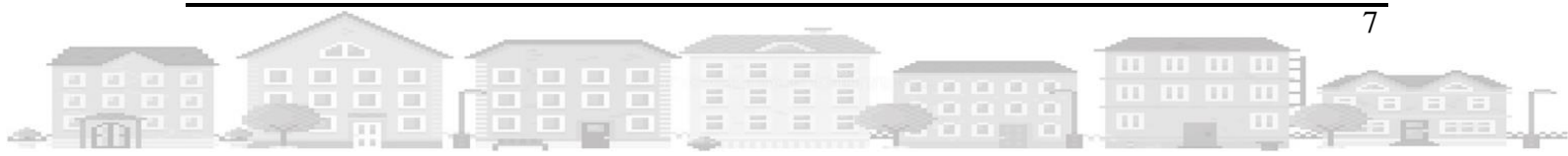
1.3.2 The selected Applicant / DE shall be responsible implementing the Project, under and in accordance with the provisions of a Development Agreement (the “Development Agreement”) to be entered into between the Selected DE and the ELUDA.



- 1.3.3 The ELUDA shall receive Applications pursuant to this SOA in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the ELUDA, and all Applications shall be prepared and submitted in accordance with such terms in hard copy to the ELUDA as specified in Clause 1.4 for submission of duly filled in Applications (the “**Application Submission Date**”).
- 1.3.4 For each Application, the Applicant shall mandatorily be required pay to the ELUDA a sum of ₹10,000/- (Rupees Ten Thousand only) as the Application Fee (non-refundable), that shall be inclusive of all taxes. The Application Fee shall be payable only in the form of a Demand Draft / Pay Order, drawn in favour of “Eluru Urban Development Authority” that shall be payable at Eluru, Andhra Pradesh.
- 1.3.5 Each Application shall be mandatorily required to be accompanied with a deposit of ₹90,000/- (Rupees Ninety Thousand only) towards the refundable Application Deposit. The Application Deposit shall be submitted only in the form of a Demand Draft / Pay Order, drawn in favour of “Eluru Urban Development Authority” that shall be payable at Eluru, Andhra Pradesh. The Application Deposit shall be returned to the Applicant free of interest, along with the LOA / Rejection Communication.
- 1.3.6 The responsiveness and eligibility of an Applicant will first be examined based on the details submitted with respect to eligibility, qualifications and responsiveness criteria prescribed in this SOA.
- 1.3.7 Applicants would be required to furnish the information specified in this SOA. Only those Applicants meeting the Minimum Eligibility Criteria, would be short-listed for further scrutiny of the Application / EPA by the ELUDA / DLC.
- 1.3.8 The Application shall be valid for a period of not less than 180 days from the date specified in clause 1.4 for submission of Applications (the “**Application Validity**”). Further, the ELUDA reserves the right to request the Applicant to extend the validity of the Application in case felt necessary.
- 1.3.9 The selection of the Applicants as the DE shall be based on the process specified in this SOA and the Policy. The selected Applicants will be issued a Letter of Award (LOA) by the ELUDA upon receipt of approval from the DLC.

1.3.10 The Development Agreement shall be final, and binding.

1.3.11 The shortlisting / Selection of any Applicant as the DE or an EPA, shall not be transferable. Further the selection shall be subject to the procurement of the EPA and obtaining of the RERA registration by the DE, within the timelines stipulated in the LOA / Development Agreement.



#### **1.4. Schedule of SOA Process**

1.4.1 The ELUDA shall endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
1. Issue of SOA	: <b>25.07.2022</b>
2. Application Submission Date	: Applications shall be open for submission in hard copy to the ELUDA from <b><u>10.08.2022</u> onwards, on all working days from 11:00 AM to 5:00 PM.</b>
3. Opening / Processing of Applications	: All Applications received shall be opened and processed by the ELUDA for Preliminary Scrutiny and placing before the next meeting of the DLC for further process.
4. Processing of Applications	: The District Level Committee (DLC) constituted under the above referred G.O. for evaluation and scrutiny of Applications shall meet on monthly basis or any other time intervals as may be decided from time to time, commencing from <b>August, 2022.</b>
5. Signing of Development Agreement	: <b>Within 10 days of LOA</b>

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Application

- 2.1.1 The ELUDA wishes to receive separate Applications for each identified EPA, whereby upon preliminary scrutiny, the Responsive Applications of Applicants fulfilling the Minimum Eligibility Criteria shall be shortlisted for placing before the DLC further scrutiny and selection of DEs for development of the Projects.
- 2.1.2 Short-listed Applicants may be subsequently invited for a discussions on the Project and power point presentation before the DLC, as required.

#### 2.2 Minimum Eligibility Criteria for Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
- a. The Applicant for pre-qualification may be a individual, firm, company, governmental entity, joint venture, association, partnership firm or other entity (whether or not having separate legal personality).
  - b. An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the SOA Process. Any Applicant found to have a Conflict of Interest shall be disqualified<sup>1</sup>.
  - c. An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the ELUDA in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Submission Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of completion of the Project.

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<sup>1</sup> The Provisions of sub clauses (i), (iii) and (v) shall not be applicable to government companies.

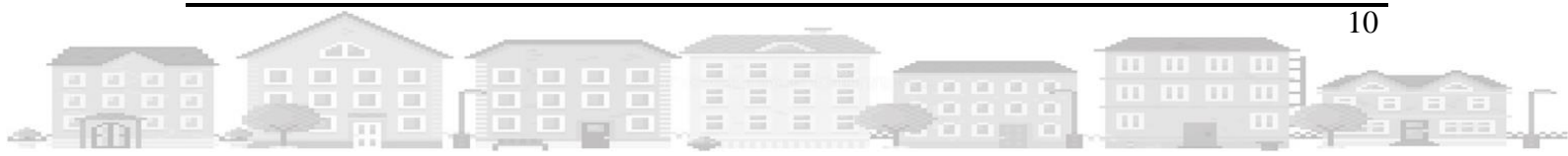
2.2.2 To be eligible for short-listing, an Applicant shall fulfill the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Threshold Technical Capacity**”), the Applicant shall:

- i. be registered with ELUDA and NAREDCO/CREDAI prior to submission of Application.
- ii. should have identified litigation & encumbrance free land with contiguous extent of not less than 20 Acres falling in the specified assembly constituency and within the ELUDA jurisdiction. For the avoidance of doubt, no two or more applications shall be permitted for the same EPA and in such case the decision of the DLC for rejection of one of the Applications shall be based on the evaluation criteria set forth under the Policy. The decision of the DLC shall be final and binding on all Applicants.
- iii. Should have executed Projects of Similar Nature, where the cumulative projects experience in the past five financial years shall be required to be not less than on 40 Acres.

For the Purpose of this SOA:

- (a) “Projects of Similar Nature” shall be deemed to include Real Estate projects such as Residential / Industrial plotted land (layouts) development projects, Integrated Residential Complexes / Townships, gated / integrated Villa development projects, Integrated Commercial complexes / buildings, SEZs and IT Parks.
  - (b) For the purpose of computation of the “cumulative project experience”, Projects of Similar Nature on contiguous land extents of not less 4 Acres shall only be considered.
  - (c) “Executed” Projects of Similar Nature shall be deemed to mean that the Applicant has either on its own or through contractor(s) developed the project and sold / allotted / leased the development or maintains an unsold inventory in the Projects. For the avoidance of doubt, experience as a contractor for execution of a Project of Similar Nature shall not be considered.
  - (d) Unauthorized Projects (unauthorised layouts/other unauthorised developments) shall not be treated as Eligible Projects
- (B) **Financial Capacity:** The Applicant shall have (the “**Financial Capacity**”) as below:



- (i) A minimum **Net Worth** of 25% of the Estimated Project Cost<sup>2</sup> at the close of the preceding Financial Year (i.e. as on 31<sup>st</sup> March, 2022).

For the avoidance of doubt, in case of a joint venture, the combined Technical Capacity and Net Worth of the members of the joint venture holding not less than 26% in the Joint Venture shall be considered for the purpose of evaluation. However, the entity with the higher Net Worth shall be the lead member of the joint venture.

2.2.3 The Applicant (all members in case of a joint venture) shall be jointly and severally responsible for performance as per the conditions of this SOA and the Development Agreement.

2.2.4 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexure, the following:

- i. Certificate(s) from statutory auditors of the Applicant<sup>3</sup> stating the Technical Capacity parameters, as the case may be, during the past 5 (five) years specified in paragraph 2.2.2(A) above.; and
- ii. Certificate(s) from its statutory auditors of the Applicant<sup>4</sup> specifying the Financial Capacity parameter, as specified in paragraph 2.2.2(B) above, i.e. the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this SOA, Net Worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In the case of a Joint Venture, the Members should submit a Power of Attorney in favor of the lead Member as per format at Appendix-III.

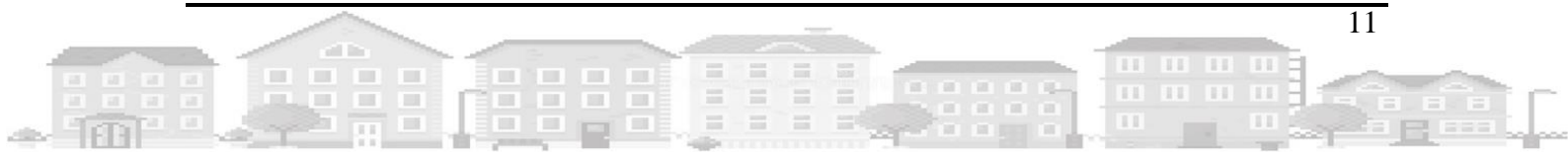
2.2.6 Upon selection, the Applicant shall be required to execute the Development Agreement and implement the Project. In case the Applicant is a joint venture, it shall, incorporate a legal entity prior to executing the Development Agreement. In addition, the joint venture shall comply with the following additional requirements:

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<sup>2</sup> The Estimated Project Cost shall be as per submission in Sl. No.7 of Annexure-V of the Application being submitted

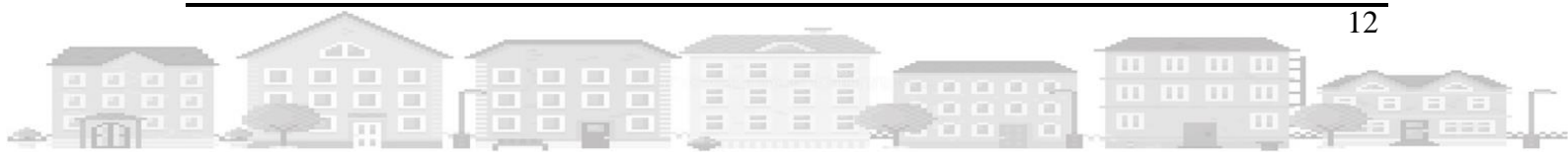
<sup>3</sup> In case of non applicability of a Statutory Auditor, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this SOA.

<sup>4</sup> In case of non applicability of a Statutory Auditor, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this SOA.





- (a) Number of **members in a joint venture shall not exceed 2 (two)**, and shall hold equity in the proportion committed in the Jt. Bidding Agreement;
- (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the joint venture;
- (c) members of the joint venture shall nominate the member with the higher Net Worth as the lead member (the “**Lead Member**”), who shall hold equity share holding of at least 51% (fifty one percent) of the legal entity. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the joint venture;
- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- (e) members of the joint venture shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”) for the purpose of making the Application and submitting the Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
  - (i) convey the intent to form a legal entity with shareholding/ownership equity commitment(s) in accordance with this SOA, which would enter into the Development Agreement and subsequently perform all the obligations of the DE in terms of the Development Agreement;
  - (ii) clearly outline the proposed roles and responsibilities of each member at each stage;
  - (iii) commit the equity stake to be held by each member;
  - (iv) commit that each of the member, whose experience will be evaluated for the purposes of this SOA, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the legal entity and shall further commit that each such member shall, at all times during the Project Period, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the legal entity; and (ii) 5% (five per cent) of the Total Project Cost specified in the Development Agreement; However, the Lead Member of the joint venture shall commit to hold not less than 51% (fifty one per cent) of the subscribed and paid up equity share in the legal entity.
  - (v) members of the joint venture undertake that they shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity of the legal entity at



all times of the Project Period; Further any dilution in the equity shall be with the prior approval of the ELUDA; and

- (vi) include a statement to the effect that all members of the joint venture shall be liable jointly and severally for all obligations in relation to the Project in accordance with the Development Agreement and Policy; and
  - (vii) Undertake that there shall be no dilution of the equity share capital or any agreement whatsoever for committing any equity share capital in the Project, prior to the date of signing of the Development Agreement or during the Project Period, without prior approval of the ELUDA; and
- (f) except as provided under this SOA, the Development Agreement and the Policy, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the ELUDA.

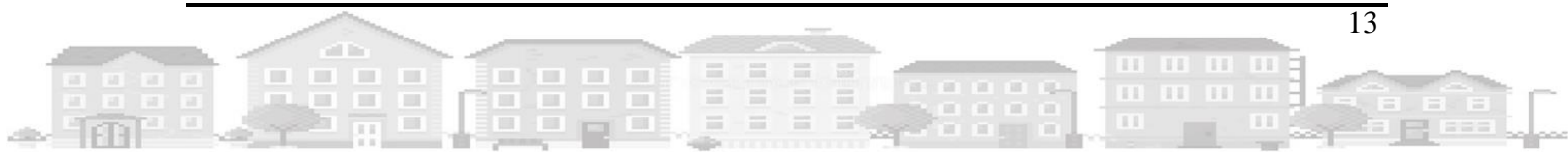
For the avoidance of doubt, for the purpose of this SOA, holding of General Power of Attorney (GPA) / Power of Attorney (POA) of the land owner(s) or development agreements / joint development agreements with land owner(s) shall not be considered as joint venture.

2.2.7 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a joint venture.

2.2.8 An Applicant including any joint venture member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Joint Venture Member or Associate, as the case may be, nor been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, joint venture member or Associate.

2.2.9 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by an Applicant (or other constituent member if the Applicant is a joint venture) must apply to the Applicant and Member named in the Application;



2.2.10 Change in the composition of a joint venture will not be permitted.

### **2.3 Number of Applications and costs thereof**

2.3.1 An Applicant shall be free to submit more than one Application for Projects on separate EPAs. However, in such case, separate complete Applications shall be required to be made for each such Project.

2.3.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the SOA process. The ELUDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the SOA Process. The Application Fee shall be non-refundable and non-transferable.

### **2.4 Acknowledgement by Applicant**

2.4.1 It shall be deemed that by submitting the Application, the Applicant has:

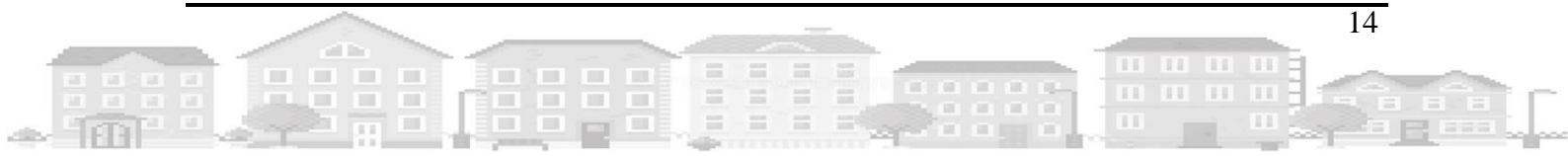
- (a) made a complete and careful examination of the SOA as well as the Policy and accepted all terms therein;
- (b) accepted the risk of inadequacy, error or mistake in the information provided in the SOA; and
- (c) agreed to be bound by the undertakings provided by it under and in terms hereof.
- (d) satisfied itself about all matters, things and information including matters required for submitting an informed Application in accordance with the SOA Document;

2.4.2 The ELUDA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the SOA or the SOA Process, including any error or mistake therein or in any information or data given by the ELUDA.

### **2.5 Right to accept or reject any or all Applications**

2.5.1 Notwithstanding anything contained in this SOA, the ELUDA / DLC reserves the right to accept or reject any Application or to annul the SOA Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the ELUDA / DLC rejects or annuls all the Applications, it may, in its discretion, invite fresh Applications hereunder.

2.5.2 The ELUDA / DLC reserves the right to reject any Application if:

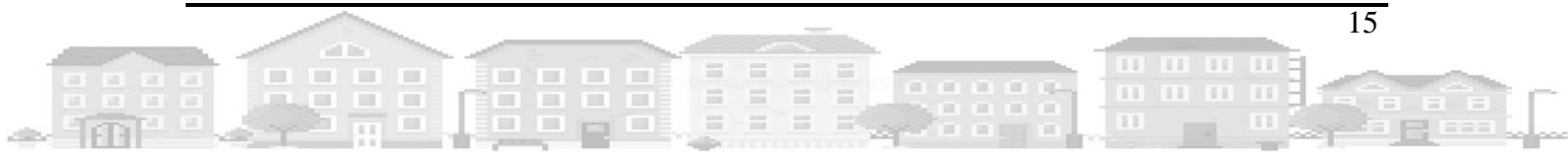


- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the ELUDA / DLC, the supplemental information sought by the ELUDA / DLC for evaluation / scrutiny of the Application.
- (c) If the DLC determines that the EPA does not have a clear legal title and/or has certain technical limitations affecting the suitability, feasibility or marketability of the MIG Plots.

Notwithstanding anything contained in this clause 2.5.2, the ELUDA / DLC may at its sole discretion seek clarifications or supplementary documents from the Applicant or decide to grant additional time to the Applicant for rectification of such misrepresentation or for providing the supplemental information.

2.5.3 In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, that one or more of the responsiveness or Minimum Eligibility Conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet selected either by issue of the LOA or entering into of the Development Agreement, and if the Applicant has already been issued the LOA or has entered into the Development Agreement with the ELUDA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this SOA, be liable to be terminated, by a communication in writing by the ELUDA to the Applicant, without the ELUDA / DLC being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the ELUDA may have under this SOA, the Development Agreement or under applicable law.

2.5.4 The ELUDA / DLC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the SOA. Any such verification or lack of such verification by the ELUDA / DLC shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the ELUDA thereunder.



## **B. DOCUMENTS**

### **2.6 Contents of the SOA**

This SOA comprises the disclaimer set forth hereinabove, the contents as listed below:

#### **Invitation for Qualification**

- Section 1: Introduction
- Section 2: Instructions to Applicants
- Section 3: Criteria for Evaluation
- Section 4: Fraud & Corrupt Practices
- Section 5: Miscellaneous

#### **Appendices**

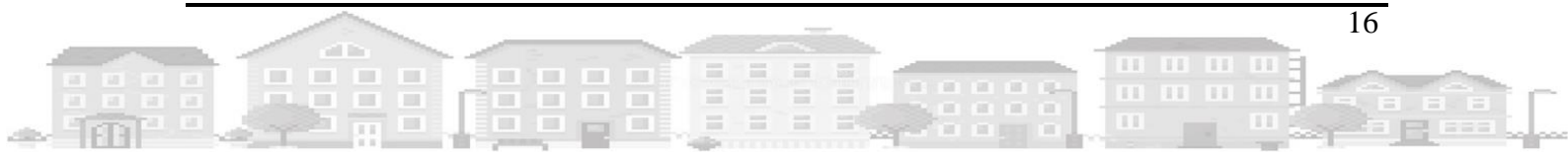
- i. Letter comprising the Application
- ii. Power of Attorney for signing of Application
- iii. Power of Attorney for Lead Member of joint venture
- iv. Joint Venture Agreement
- v. DPR (Details of EPA) to be enclosed in the Application
- vi. Policy for Private Participation for the Jagananna Smart Townships (MIG Layouts)

### **2.7 Clarifications**

- 2.7.1 Applicants requiring any clarification on the SOA may contact the contact persons of the ELUDA / Program Manager for seeking such clarifications. However, verbal clarifications and information given by the contact persons of ELUDA / Program Managers shall not in any way or manner be binding on the ELUDA / Program Managers.
- 2.7.2 The ELUDA may on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the ELUDA shall be deemed to be part of the SOA.

### **2.8 Amendment of SOA**

- 2.8.1 At any time prior to the deadline for submission of Applications, the ELUDA may, for any reason, modify the SOA by the issuance of Addenda.
- 2.8.2 Any Addendum / clarifications / additional information thus issued will only be published on [www.migapdtcp.ap.gov.in/migprivate.aspx](http://www.migapdtcp.ap.gov.in/migprivate.aspx) or <https://www.apurban.com/miglayout.php> websites. Applicants are required to check the [www.migapdtcp.ap.gov.in/migprivate.aspx](http://www.migapdtcp.ap.gov.in/migprivate.aspx) or <https://www.apurban.com/miglayout.php> websites for any such Addendum / clarifications / additional information, if any, until the Application Submission Date. For any Application received, it shall be deemed that the Applicant has downloaded, read, taken note of and accepted all Addendum / clarifications / additional information, published by the ELUDA on the [www.migapdtcp.ap.gov.in/migprivate.aspx](http://www.migapdtcp.ap.gov.in/migprivate.aspx) or <https://www.apurban.com/miglayout.php> websites.



## **C. PREPARATION AND SUBMISSION OF APPLICATION**

### **2.9 Language**

The Application and all related correspondence and documents in relation to the SOA Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Applicant. For the purpose of interpretation and evaluation / scrutiny of the Application, the English language translation shall prevail.

Notwithstanding anything contained in this clause 2.9, the ELUDA shall accept the submission of any property ownership documents or records as part of the supporting documents to details of the EPA that may be in Telugu, subject to the same being clearly visible/legible. However, in case of any land title document / certificate issued by a legal counsel appointed by the Applicant, the same will necessarily need to be in English only.

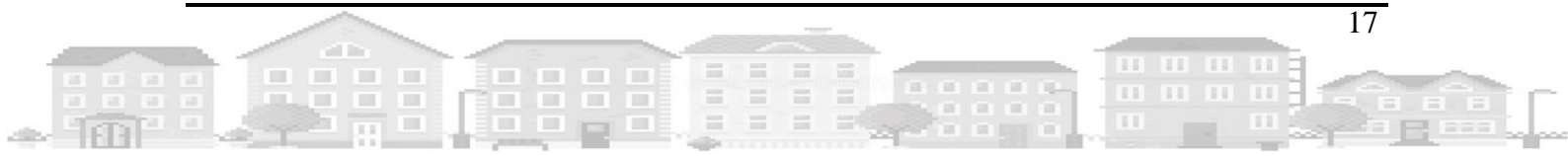
### **2.10 Format and signing of Application**

2.10.1 The Applicant shall provide all the information sought under this SOA. The ELUDA will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable for rejection. Notwithstanding anything contained in this clause 2.10.1, the ELUDA / DLC may at its sole discretion seek clarifications or missing documents or corrected submissions in prescribed formats or any supplementary documents from the Applicant.

For the benefit of Applicants, a checklist of submissions to be included in the Application has been provided in clause 2.11 to this SOA. Applicants shall be required to ensure that Application includes all submissions such submissions listed in clause 2.11, unless not applicable.

2.10.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/copies of documents required to be submitted and clearly marked “ORIGINAL”. The Application marked as “ORIGINAL” along with 02 (two) copies of the Application and supporting documents, which shall be marked as “COPY - 1” and “COPY – 2”, respectively, shall be submitted in hard copy, to the ELUDA.

The ELUDA / DLC shall reserve its right to seek clarifications, additional supporting documents, etc. in case it so desires, for any document submitted by the Applicant for rectification of any variations. Applications not received in manner prescribed in this clause 2.10.2 and 2.16 shall be liable for rejection at the discretion of the ELUDA / DLC.





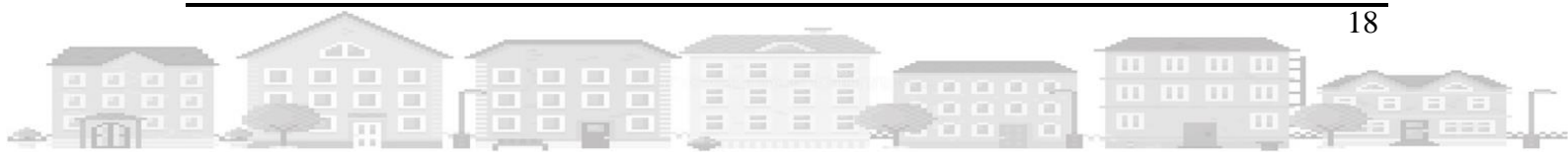
2.10.3 The Application shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page of the Application (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application.

2.10.4 The Applicant shall ensure to stamp and sign each page of a copy of this SOA and include along with its Application.

### **2.11 Checklist of submission to be included in the Application**

The Applicant shall ensure to include the following submissions in the Application, in the order as below:

<b>Sl. No.</b>	<b>Document</b>
1.	Demand Draft of ₹10,000/- towards the non-refundable Application Fee
2.	Demand Draft of ₹90,000/- towards the interest free refundable Application Deposit
3.	APPENDIX I: LETTER COMPRISING THE PROPOSAL (to be on letterhead of Applicant / Lead Member of Joint Venture)
4.	Appendix I - Annex-I: Details of Applicant (As per format, will all details duly filled in.)
5.	Copy of valid ELUDA Registration of Applicant
6.	Copy of valid NAREDCO / CREDAI Registration of Applicant
7.	Company / Firm Registration Certificate of Applicant
8.	Appendix I - Annex-II: Technical Capacity of the Applicant
9.	Statutory Auditor / Auditor Certificate / Other Certificates (LDCC / OC) for Applicant in support of submission made in Appendix I – Annex-II
10.	Appendix I - Annex-III: Financial Capacity of the Applicant
11.	Statutory Auditor / Auditor Certificate for Applicant in support of submission made in Appendix I - Annex-III: Financial Capacity of the Applicant
12.	Appendix I - Annex-IV: Details of Eligible Projects
13.	Statutory Auditor / Auditor Certificate for Applicant in support of each Project experience submission made in Appendix I - Annex-IV: Details of Eligible Projects



14.	Appendix I - Annex-V: Statement of Legal Capacity
15.	APPENDIX-II: Format for Power of Attorney for signing of Application
16.	APPENDIX-III: Format for Power of Attorney for Lead Member of Joint Venture <i>(In case the Applicant is not a Joint Venture, submission of Appendix-III shall not be applicable)</i>
17.	APPENDIX IV: Format for Joint Bidding Agreement for Joint Venture <i>(In case the Applicant is not a Joint Venture, submission of Appendix-III shall not be applicable)</i>
18.	APPENDIX V: DPR (Details of EPA) in the format prescribed
19.	“EPA Documents” as listed out in Appendix V <i>(Note: All EPA documents being submitted shall be required to be notarised copies of originals)</i>
20.	“Layout Plans” with details as listed out in Appendix V <i>(Note: CD / Pen Drive shall only be submitted along with the Original Application, required to be submitted upon receipt of shortlisting communication from ELUDA)</i>
21.	Copy of SOA duly stamped and signed on each page, by the Authorised Signatory of the Applicant

**Note:**

Each page of the Application / documents enclosed in the Application shall be required to be stamped and signed by the Authorised Signatory of the Applicant.

**2.12 Sealing of Applications**

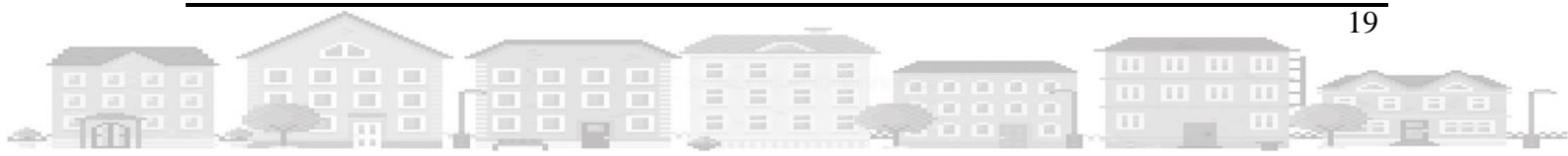
The “Original”, “Copy-1” and “Copy-2” of the Application shall be required to be sealed in three (03) separate envelopes, superscribed as below:

***“Application in for Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh” – ORIGINAL / COPY-1 / COPY-2.***

The above mentioned three (03) envelopes shall be sealed and enclosed in a duly sealed outer envelope, that shall be superscribed as below:

***“Application in for Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh”***

The name and address of the Applicant shall be clearly mentioned on the envelope.



**2.13 Application Submission Date**

2.13.1 The Applications shall be open for submission in hard copy to the ELUDA from the Application Submission Date specified in clause 1.4.

2.13.2 This SOA under the Policy will remain in force initially for one year or until further decision by the GoAP / ELUDA.

**2.14 Place of Submission**

The duly sealed envelope comprising the Application shall be submitted to the following address:

**Vice Chairperson**

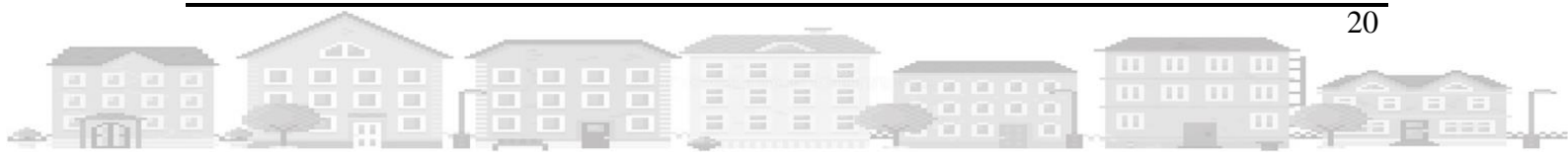
**Eluru Urban Development Authority**

Villa No.3, Green Earth Villas, Near Shilpa Ramam,

Brahmanapalli Road,

Eluru, Sri Sathya Sai District, AP-515134.

The Applicant shall be required to obtain an acknowledgment of the submission of its Application from the respective inward section / office.



## **D. EVALUATION PROCESS**

### **2.15 Opening and Evaluation / Preliminary Scrutiny of Applications**

2.15.1 All Applications received up to the last date of each month shall be opened and processed by the ELUDA for preliminary scrutiny as set forth under the Policy and this SOA, and for placing before the next meeting of the DLC for further process.

2.15.2 The ELUDA will examine and conduct the preliminary scrutiny of Applications in accordance with the provisions set out in Section 3.

2.15.3 The evaluation and scrutiny of Applications shall be carried out in the following three stages:

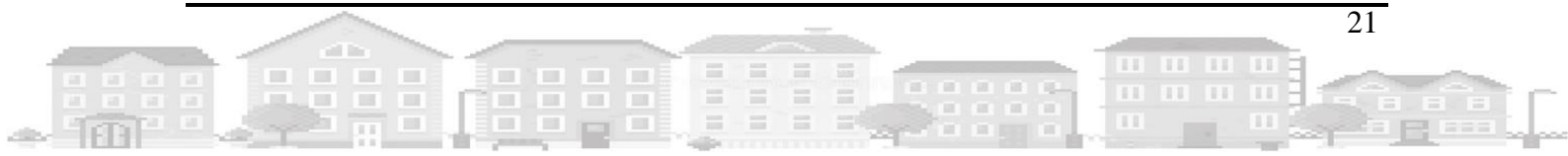
(i) **Test for Responsiveness**; whereby only the Applications that are determined as “Responsive” as per the terms of clause 2.17 of this SOA shall be considered for the next steps, i.e. preliminary scrutiny, shortlisting and Selection / Approval, as the case may be.

(ii) **Preliminary Scrutiny for Minimum Eligibility Criteria and Shortlisting for further Scrutiny by DLC**; wherein the ELUDA shall conduct the preliminary scrutiny of the submissions of the Applicant as per clause 2.19 of the SOA for meeting the Minimum Eligibility Criteria set forth in clause 2.2.2 of this SOA and Annexure-1 of the Policy and the Applicants fulfilling the Minimum Eligibility Criteria will be shortlisted. The outcome of the preliminary scrutiny will be placed before the DLC for further process.

(iii) **Scrutiny of Application / Selection & Approval of Application**; Applications of only those Applicants fulfilling the Minimum Eligibility Criteria will be scrutinised / evaluated by the DLC as per the parameters outlined under the Policy and as set forth in clause 2.20 of the SOA. The decision of the DLC shall be communicated by the ELUDA and shall be final and binding on the Applicant.

2.15.4 Applicants are advised that shortlisting / selection of Applicants will be entirely at the discretion of the DLC as per the parameters set forth under the Policy. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the SOA process or selection will be given.

2.15.5 Any information contained in the Application shall not in any way be construed as binding on the ELUDA / DLC, its agents, successors or assigns, but shall be binding against the Applicant if any Project is awarded on the basis of such information and submissions in the Application.



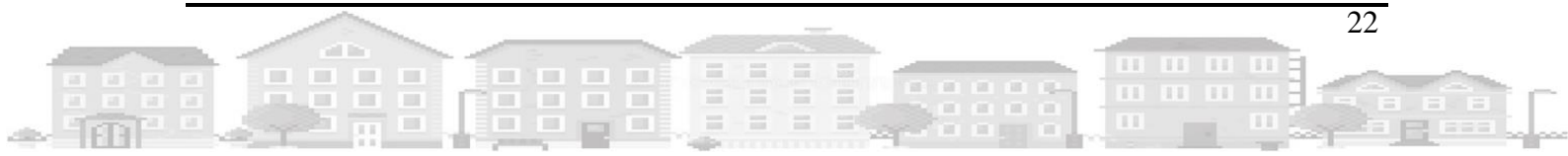
- 2.15.6 The ELUDA / DLC reserves the right not to proceed with the SOA Process at any time without notice or liability and to reject any Application without assigning any reasons.
- 2.15.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the ELUDA may, in its sole discretion, exclude the relevant project/experience from the evaluation for confirming the Eligibility of the Applicant. Notwithstanding anything contained in this clause 2.15.7, the ELUDA / DLC may at its sole discretion seek clarifications or supplementary documents or rectification in the submission as per the formats from the Applicant.
- 2.15.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the ELUDA as incorrect or erroneous, the ELUDA shall reject such claim and exclude the same from computation of the Eligibility of the Applicant. Where any information is found to be patently false or amounting to a material misrepresentation, the ELUDA reserves the right to reject the Application.

## **2.16 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the ELUDA in relation to, or matters arising out of, or concerning the SOA Process. The ELUDA will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The ELUDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the ELUDA as may be required by law or in connection with any legal process.

## **2.17 Tests of responsiveness**

- 2.17.1 Prior to evaluation of Applications, the ELUDA shall determine whether each Application is responsive to the requirements of the SOA. An Application shall be considered responsive only if:
- (a) it is received as per format at Appendix-I and contains all annexures / submissions specified in clause 2.11, unless not applicable.
  - (b) A copy of SOA, duly stamped and signed on each page by the Authorised Signatory of the Applicant is included in the Application.
  - (c) the Application is duly signed and stamped on each page by the Authorised Signatory of the Applicant.
  - (d) it is accompanied by the Power of Attorney(s) and in the case of a joint venture, the Power of Attorney as specified;
  - (e) it contains all the information and documents (complete in all respects) as requested in this SOA;



- (f) it contains information in formats same as those specified in this SOA;
- (g) it contains certificates from its statutory auditors<sup>5</sup> in the formats specified at Appendix-I of the SOA for each Eligible Project;
- (h) the Application Fee (non-refundable) to the ELUDA of ₹ 10,000 has been enclosed;
- (i) the Application Deposit (refundable) to the ELUDA of ₹ 90,000 has been enclosed;
- (j) it is accompanied by the Jt. Bidding Agreement (for joint venture), specific to the Project;
- (k) it does not contain any condition or qualification; and
- (l) it is not non-responsive in terms hereof.

2.17.2 The ELUDA/ DLC reserves the right to reject any Application which is non-responsive. Provided, however, that the DLC may, in its discretion, require the ELUDA to invite the Applicants to rectify any infirmities or omissions in the Application. The ELUDA / DLC reserves the right at its sole discretion to seek any document / supporting document from the Applicant that shall make such Application responsive, subject to the same not being in material modification of the Application.

## **2.18 Clarifications**

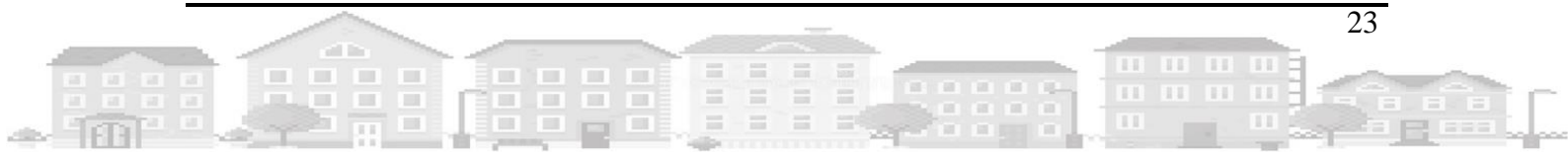
2.18.1 To facilitate preliminary scrutiny and subsequently the scrutiny of Applications by the DLC, the ELUDA / DLC may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the ELUDA / DLC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.18.2 If an Applicant does not provide clarifications sought under clause 2.18.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the ELUDA / DLC may proceed to evaluate and subsequently scrutinise the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the ELUDA.

2.18.3 The ELUDA / DLC may at its discretion invite the Applicant for discussions or for making a power point presentation, if found necessary, on the Project / EPA or envisaged development in the Application. In such case, the date and time communicated by the ELUDA / DLC shall be final and no requests whatsoever shall be entertained for

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<sup>5</sup> In case of non-applicability of a Statutory Auditor, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this SOA.



rescheduling the same. In the event of absence of the Applicant for such discussions / presentation / meeting, the ELUDA / DLC shall take a decision as it may decide, which shall be binding on the Applicant.

## **E. QUALIFICATION AND SELECTION**

### **2.19 Short-listing for further process by DLC**

After the preliminary scrutiny of Applications, the ELUDA will shortlisted Applicants who will be eligible for further evaluation and scrutiny process. At the same time, the ELUDA would enlist the Applicants that have not been shortlisted. The ELUDA shall place the outcome of the preliminary scrutiny before the DLC for review and further scrutiny.

### **2.20 Scrutiny & Approval by DLC**

The District Level Committee (DLC) constituted under the G.O. for evaluation and scrutiny of Applications shall meet on monthly basis or any other time intervals as may be decided from time to time, commencing from **August, 2022**.

The Applications of the shortlisted Applicants will be placed before the DLC for further scrutiny and approval, in the form and manner to be set out in the SOA and the Policy.

The ELUDA / DLC may at its discretion invite the Applicant for discussions or for making a power point presentation, if found necessary, on the Project / EPA or envisaged development in the Application.

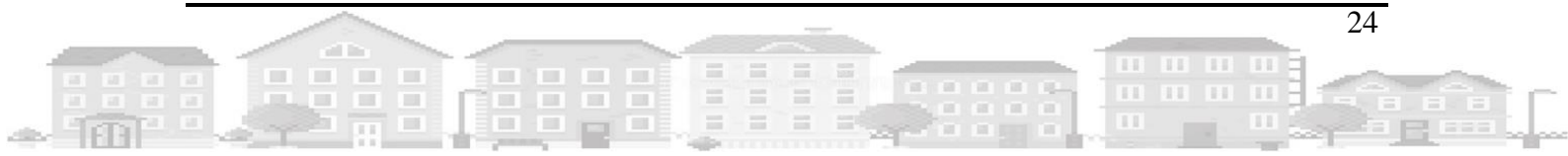
The DLC reserve the right to reject / approve any Application of an Applicant, on lines of the process set forth under the Policy and the SOA.

### **2.21 Selection and issuance of LOA**

The approval by the DLC and the selection of the Applicant / DE shall be communicated to the selected Applicants in the form of a LOA for coming forward for entering into the Development Agreement. The LOA covering the details set forth under the Policy along with the terms and conditions as set forth by the DLC shall be issued by the ELUDA, upon approval of the Application by the DLC.

Such selection of the Applicant / DE shall be subject to fulfilment of all terms and conditions of the LOA and entering into the Development Agreement between the DE and the ELUDA within the timeline stipulated in the LOA.

The ELUDA / DLC reserve the right at its sole discretion to provide an extension to the selected Applicant / DE for fulfilment of the LOA conditions, if any sought by the Applicant, on certain genuine grounds, if any.



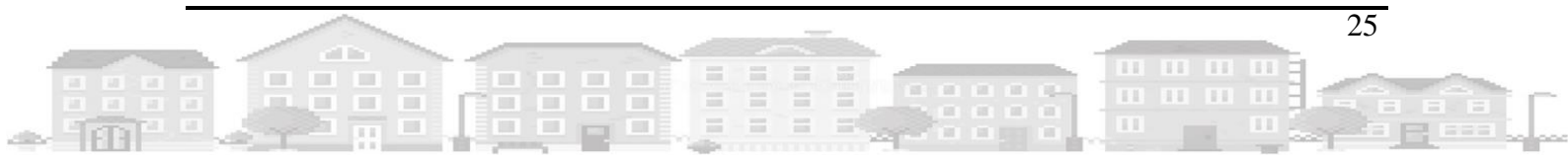


## **2.22 Proprietary data**

All documents and other information supplied by the ELUDA or submitted by an Applicant to the ELUDA shall remain or become the property of the ELUDA. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The ELUDA will not return any Application or any information provided along therewith nor refund the Application Fee.

## **2.23 Correspondence with the Applicant**

Save and except as provided in this SOA, the ELUDA shall not entertain any correspondence by any Applicant in relation to the acceptance or rejection of any Application.



### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation parameters**

- 3.1.1 Only those Applicants who Applications are responsive and meeting the minimum eligibility criteria specified in Clauses 2.2.2 above shall qualify for shortlisting and evaluation / scrutiny under this Section 3. Applications who do not meet the criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
  - (b) Financial Capacity

#### **3.2 Technical Capacity for the purposes of evaluation**

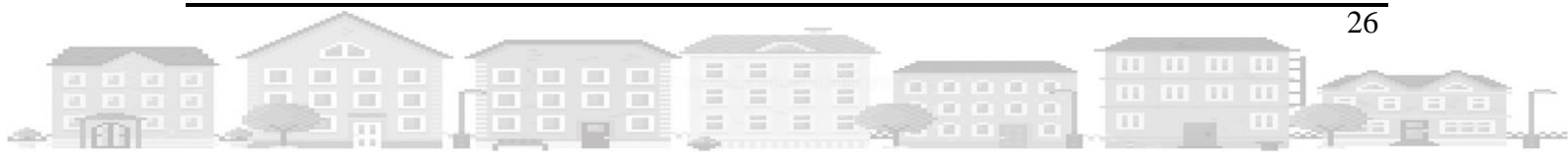
- 3.2.1 The Technical Capacity of the Applicant shall be required to be demonstrated for meeting the Threshold Technical Capacity specified in clause 2.2.2. (A).
- 3.2.2 In case of a joint venture, double counting for a particular Eligible Project shall not be permitted in respect of the same experience in any manner whatsoever

#### **3.3 Details of Experience**

- 3.3.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Application Submission Date.
- 3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annexure-II of Appendix-I and checklist in clause 2.11.
- 3.3.3 The Applicant should furnish the specified information and evidence in support its claim of Technical Capacity, as per format at Annexure-IV of Appendix-I and checklist in clause 2.11.

#### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each member in case of a joint venture) for the last 5 (five) financial years, preceding the year in which the Application is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall make an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the evaluation shall be carried out based on the provisional statements as certified by the Statutory Auditor,



and shall be subject to the same. In such case, the Applicant shall provide the Audited Annual Report for the year, immediately once the same is finalized and audited. In case of a variation between the Audited Financial Statement and the provisional statements submitted for such year, causing a material difference in the eligibility status of the Applicant, the Application of the Applicant shall be summarily rejected.

3.4.3 The Applicant must establish the minimum Net worth specified in Clause 2.2.2 (B), and provide details as per format at Annexure-III of Appendix-I.

### **3.5 Short-listing of Applicants for scrutiny of Application by DLC**

3.5.1 The credentials of eligible Applicants shall be measured in terms of them fulfilling the Technical Capacity and Financial. In case of a joint venture, the experience of each of its Members, who have an equity share of at least 26% (twenty six per cent) in such joint venture, shall be summed up for arriving at the Technical Capacity / Eligibility and/or the Financial Capacity of the joint venture.

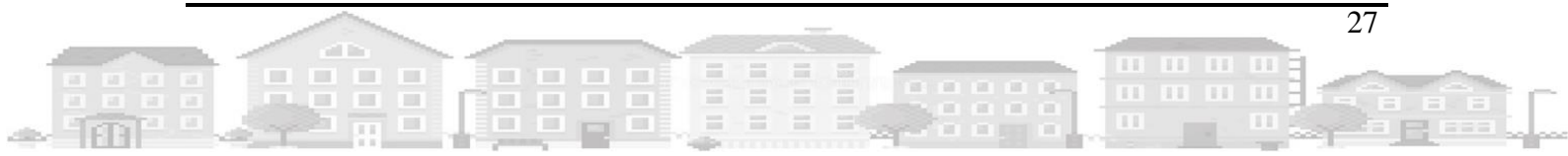
3.5.2 The ELUDA shall shortlist all Applicants fulfilling the Minimum Eligibility Criteria for placing their Applications before the DLC for scrutiny and approval. The ELUDA shall also place before the list of non-responsive Applications or Applicant not fulfilling the Minimum Eligibility Criteria for review and scrutiny by the DLC for decision.

### **3.6 Scrutiny of Applications by DLC**

3.6.1 The DLC shall carry out the scrutiny of the Applications of the shortlisted Applicants duly considering the overall objectives of Policy and assess the risks, marketability, and other aspects as necessary for the success of the scheme / Project, in line with the guidelines set forth under the Policy.

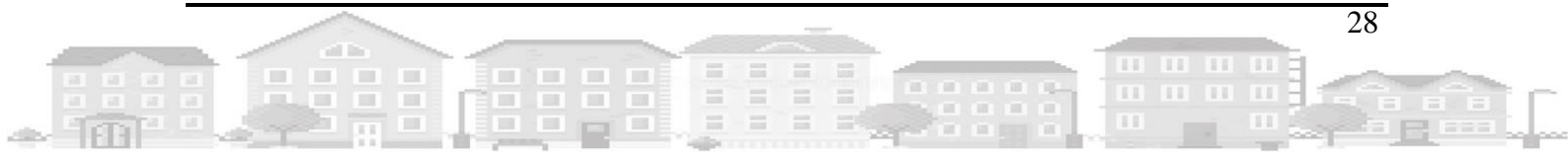
3.6.2 The DLC upon detailed scrutiny of the Applications of the Applicants shall communicate its decision to the ELUDA for further intimation to the Applicants. The ELUDA shall communicate the selection to the Applicant in the form of a LOA.

3.6.3 The decision of the DLC / ELUDA in this regard will be final and binding on the Applicants.

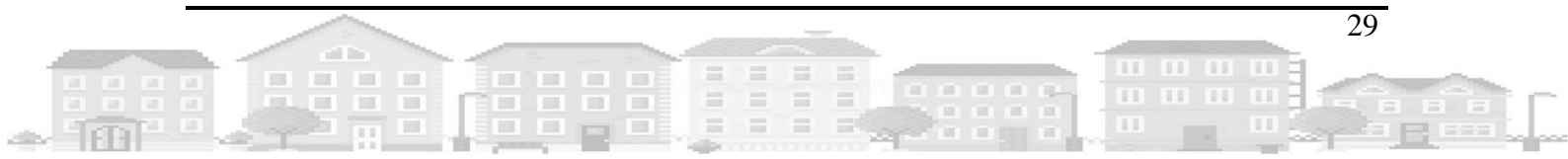


## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the SOA Process. Notwithstanding anything to the contrary contained herein, the ELUDA may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the SOA Process.
- 4.2 Without prejudice to the rights of the ELUDA under Clause 4.1 hereinabove, if an Applicant is found by the ELUDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the SOA Process, such Applicant shall not be eligible to participate in any tender or SOA / RFP issued by the GoAP / ELUDA during a period of 3 (three) years from the date such Applicant is found by the ELUDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ELUDA who is or has been associated in any manner, directly or indirectly with the SOA Process or the LOA or has dealt with matters concerning the Development Agreement with the ELUDA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ELUDA, shall be deemed to constitute influencing the actions of a person connected with the SOA Process); or (ii) save & except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the SOA Process or after the issue of the LOA or after the execution of the Development Agreement with the ELUDA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Development Agreement with the ELUDA, who at any time has been or is a legal, financial or technical adviser of the ELUDA in relation to any matter concerning the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the SOA Process;

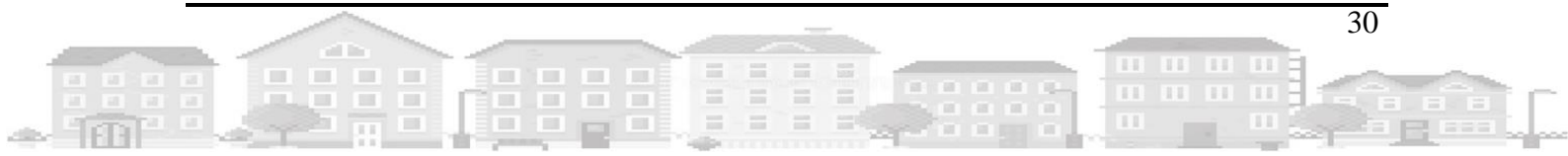


- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the SOA Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the ELUDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the SOA Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the SOA Process.

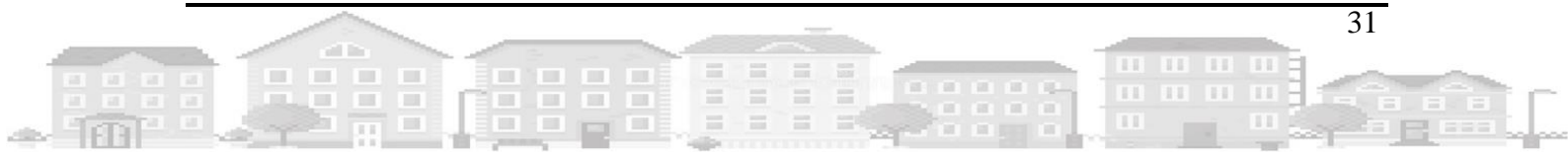


## **5. MISCELLANEOUS**

- 5.1 The SOA Process shall be governed by, and construed in accordance with, the laws of Andhra Pradesh State / India and the Courts in jurisdiction of ELUDA shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the SOA Process.
- 5.2 The ELUDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Annul / suspend and/or cancel the SOA Process and/or amend and/or supplement the SOA Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
  - (d) retain any information and/or evidence submitted to the ELUDA by, on behalf of, and/ or in relation to any Applicant; and/or
  - (e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the ELUDA, its employees, agents and advisers, Program Managers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the SOA, pursuant hereto and/or in connection with the SOA Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.



## **APPENDICES**





## APPENDIX I: LETTER COMPRISING THE PROPOSAL

*(On letterhead of the Applicant)*

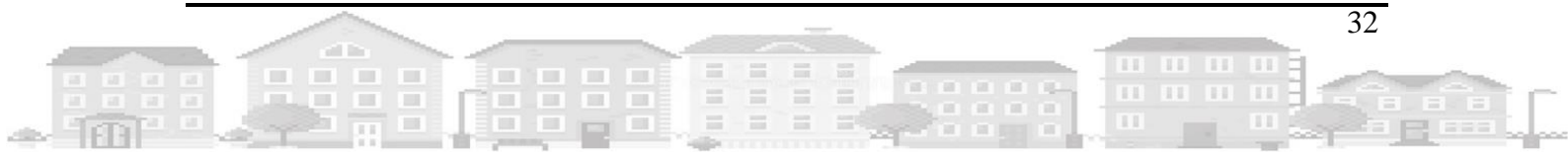
**To**  
**Vice Chairperson**  
**Eluru Urban Development Authority**  
**D.No:16B-16-34, Rukmini Nivas, Chandra Guptha Colony,**  
**Eluru District, Andhra Pradesh-534003**

Dated xx/08/2022

**Sub: Application for Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh (Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022; Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh)**

Sir / Madam,

1. With reference to your SOA dated 20.07.2022 vide notice no: 300/PLNG/ELUDA/2022, I/we, having examined the SOA document and understood its contents, hereby submit my/our Application for the aforesaid Project. The Application is unconditional and unqualified.
2. I/We undertake to have read and accepted all terms and conditions of the G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022 for Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh and the SOA.
3. I/We acknowledge that the ELUDA will be relying on the information provided in the Application and the documents accompanying such Application for selection for the aforesaid Project, and we certify that all information provided in the Application and in Annexures I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
4. This statement is made for the express purpose of our selection as a Developer Entity / DE as per the Policy and the SOA for acquiring the proposed / identified land, development of MIG Plots and Private Buyer Plots, development of the infrastructure as per the Minimum Development Standards (MDS) prescribed under the Policy, referred to in para (2) herein above.
5. I/ We shall make available to the ELUDA any additional information it may find necessary or require to supplement or authenticate the Application.
6. I/ We acknowledge the right of the ELUDA to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We declare that:



- (a) I/ We have examined and have no reservations to the SOA, including any Addendum issued by the ELUDA or the G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022, Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 of the SOA; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the SOA document, in respect of any tender or request for proposal issued by or any agreement entered into with the ELUDA or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the SOA document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the SOA Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select any Applicant / DE for development of the Projects, without incurring any liability to the Applicants, in accordance with the SOA.
9. {I/ We believe that we/ our joint venture satisfy (ies) the Technical and Financial Capacity and meet(s) all the requirements as specified in the SOA}<sup>6</sup>.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the joint venture or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or deliver any of our obligations as per the SOA / Policy / Development Agreement or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the joint venture or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the joint venture or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
13. I/ We further certify that I/We have approved and adopted an anti-bribery and anti-corruption policy

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<sup>6</sup> To be deleted in case the Applicant is not a Joint Venture

14. I/ We undertake that in case due to any change in facts or circumstances during the SOA Process, we are attracted by the provisions of disqualification in terms of the provisions of this SOA, we shall intimate the ELUDA of the same immediately.
15. I/ We undertake that the Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the SOA, and duly signed, is enclosed. The Power of Attorney for Signing of Bid and {the Power of Attorney for Lead Member of joint venture (*if applicable*)}, as per format provided at Appendix III and IV respectively of the SOA, are also enclosed.
16. I/We acknowledge and undertake that our joint venture is qualified, eligible on the basis of Technical Capacity and Financial Capacity of those of its Members who shall hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the joint venture entity. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Development Agreement in respect of Change in Ownership.
17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the GoAP / ELUDA / DLC in connection with the selection of the Applicant / Developer Entity / DE, or in connection with the SOA Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Developer Entity / DE, I/We agree to enter into a Development Agreement with the ELUDA. We agree not to seek any changes in the same.
19. I/We have studied the SOA, Policy and Development Agreement carefully. We understand that except to the extent as expressly set forth in the Development Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the ELUDA or in respect of any matter arising out of or relating to the SOA Process including the selection to undertake the Project. We also acknowledge and unconditionally accept to all terms and conditions of this SOA including the timelines for fulfilment of terms and conditions and obligations specified herein or in the Development Agreement.
20. I/We agree and understand that the Application is subject to the provisions of the SOA Documents. In no case, I/We shall have any claim or right of whatsoever nature if the selection to undertake the Project is not awarded to me/us or our Proposal is not opened or rejected.
21. I/ We agree and undertake to abide by all the terms and conditions of the SOA / Policy / Development Agreement.
22. {We, the joint venture Members agree and undertake to be jointly and severally liable for all the obligations under the Development Agreement. }
23. I/ We certify that we fulfil the specified Technical Capacity / Minimum Eligibility Criteria and have enclosed herewith Certificate issued by our Statutory Auditor / Auditor certifying our Project experience.

24. I/ We certify that in terms of the SOA, my/our Net worth is Rs. .... (Rs. In words).
25. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Application Submission Date specified in the SOA.
26. I/ We hereby submit our Application for development of the Project and have procured / identified litigation & encumbrance free land / EPA with contiguous extent of \_\_\_\_ Acres falling within the ELUDA jurisdiction in \_\_\_\_ in Andhra Pradesh. We have submitted in our Application the details as sought in the SOA pertaining to the EPA identified by us and proposed for acquisition by us and development of the Project as per the terms of the SOA / Policy and the Development Agreement.
27. I/we offer \_\_\_\_ % of the developed plotted area for allocating and selling to MIG Applicants at the discretion of the ELUDA, as per the terms and conditions of the Policy. A detailed configuration of the MIG Plots and layout is submitted in our Application.
28. I/We agree and accept the ELUDA's right to reject our Application / withdraw the LOA issued / terminate the Development Agreement, as the case may be, and debar & Blacklist us (including our associates, subsidiaries and Directors) from participating in any RFP / SOA / Tenders in the State of Andhra Pradesh for a period of 3 (three) years, in case the ELUDA determines that any fraud has been carried out by us or if any of our submissions are found untrue or if we are found to be in violation of any or all of the clauses of the SOA.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the SOA document.

Yours faithfully,

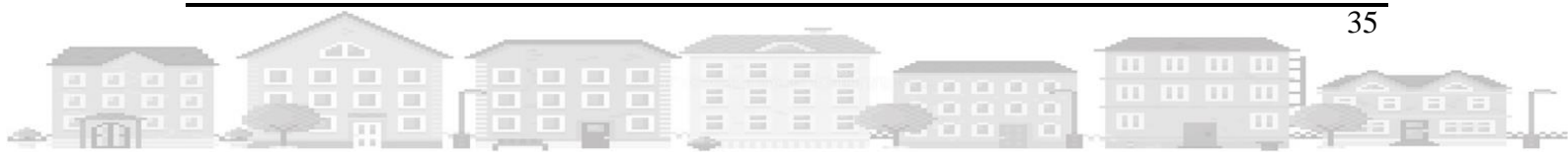
Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)  
Name and seal of Applicant/Lead Member

*Note: Paragraphs in curly parenthesis may be omitted by the Applicants, if not applicable to it, or modified as necessary to reflect Applicant's-specific particulars.*



## Appendix I - Annex-I: Details of Applicant

1. Basic Information:

a	Name of the Organisation	
b	Country/ State of Incorporation	
c	Address of corporate Head Quarters and Branch office(s), if any, in India	
d	Date of Incorporation and/ or commencement of business	DD.MM.YYYY
e	Incorporation Type (individual, firm, company, governmental authority, joint venture, association, partnership or other entity)	
f	Company / Firm Registration No <sup>8</sup>	
g	GST Registration Number	
h	ELUDA Registration No <sup>9</sup>	
i	NAREDCO/ CREDAI Registration no <sup>10</sup>	

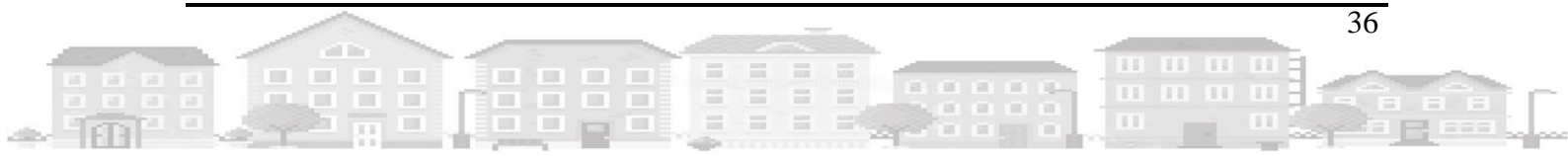
2. Brief description including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

a	Name	
b	Designation	
c	Company	
d	DIN No	
e	Address	
f	Telephone Number	
g	E-Mail Address	

4. Particulars of the Authorised Signatory of the Applicant/ Joint Venture Member:

a	Name	
b	Designation	



c	DIN No	
d	Address	
e	Telephone Number	
f	E-Mail Address	

5. In case of a Joint Venture:

(a) The information above (1-4) should be provided for all the Members of the Joint Venture.

(b) A copy of the Joint Bidding Agreement, as envisaged in the SOA should be attached to the Bid.

(c) Information regarding the role of each Member should be provided as per table below:

Sl No.	Name of Member	Role	Percentage of equity in the Joint Venture
1.			
2.			

\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Appendix-I, Annex-IV.

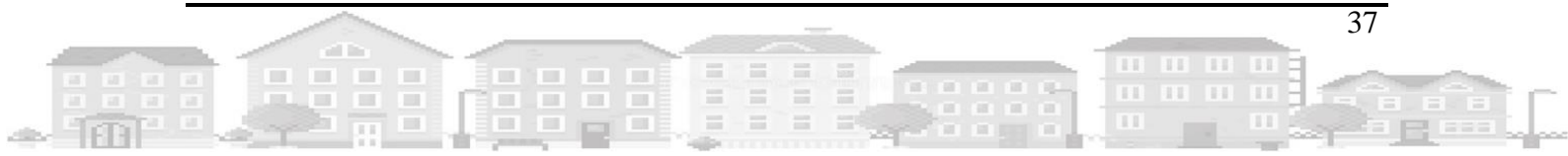
(d) The following information shall also be provided for the Applicant / each Member of the Joint Venture:

**Name of Applicant / member of Joint Venture:**

No.	Criteria	Yes	No
1.	Has the Applicant / constituent of the Joint Venture been barred <sup>7</sup> by the Central/ State Government, or any entity controlled by it, from participating in any Project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application Submission Date		
3.	Has the Applicant / constituent of the joint venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its joint venture (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

<sup>7</sup> or has been declared by the Authority as non-performer/blacklisted.



## Appendix I - Annex-II: Technical Capacity of the Applicant<sup>@</sup>

(on Letter head of Applicant)  
(Refer to Clauses 2.2.2(A))

Applicant type #	Proposed Equity Shareholding in Joint Venture (%)	Member Code*	Project Code**	Extent of Developed Plotted Layout <sup>§</sup>	Month & Year of Commencement of Work	Month & Year of Completion of Work
(1)	(2)	(3)	(4)	(5)		
Single entity Applicant	NA	NA	A			
			B			
			C			
			D			
Joint Venture Member 1 (Lead Member)			1a			
			1b			
			1c			
			1d			
Joint Venture Member 2			2a			
			2b			
			2c			
			2d			

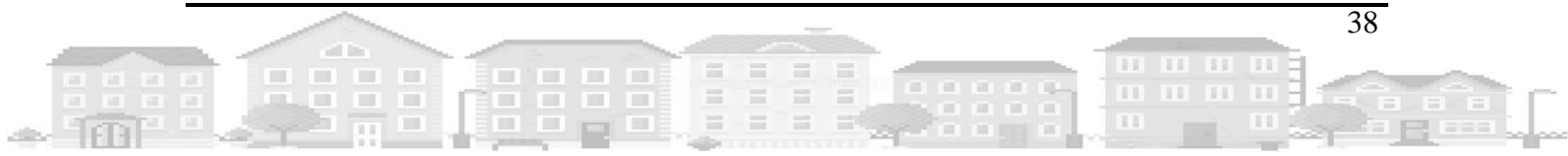
<sup>@</sup> Provide details of only those projects that have been undertaken by the Applicant under its own name, include only those projects which have extent not less than 4 acres and developed within the last 5 years. Experience will need to be supported by Statutory Auditor / Auditor Certificate/Layout Development Completion Certificate (LDCC)/Occupancy Certificate/Certificate from Competent Authority.

<sup>#</sup> An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Joint Venture Member. In case of a Joint Venture, the row titled Single entity Applicant may be ignored.

<sup>\*</sup> Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member & OM means Other Member.

<sup>\*\*</sup>Refer Annex-IV of this Appendix-I. Add more rows if necessary.

<sup>§</sup> The extent of the Plotted Layout to be specified in Acres (extents less than 4 acres shall not be considered), developed within the last 5 years shall be considered.





## Appendix I - Annex-III: Financial Capacity of the Applicant

(Refer to Clauses 2.2.2(B))

(In Rs. croress)

Applicant type <sup>§</sup>	Member Code <sup>£</sup>	Proposed Equity Shareholding in Joint Venture (%), if applicable	Net Worth <sup>€</sup>
			As on 31 <sup>st</sup> March 2022
(1)	(2)	(3)	(11)
Single entity Applicant		NA	
Joint Venture Member 1 (Lead Member)			
Joint Venture Member 2			
<b>TOTAL</b>			

### Name & address of Applicant's Bankers:

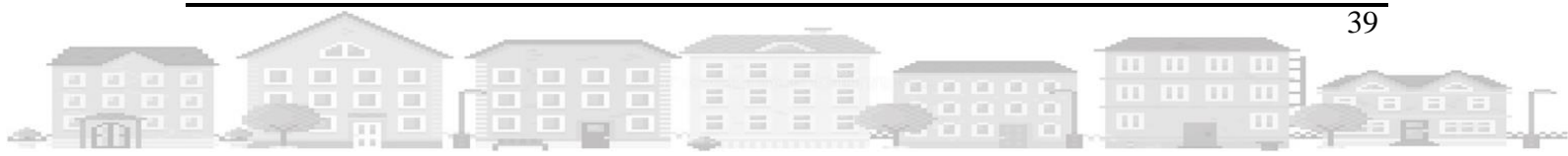
*§ An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Joint Venture Members. In case of a Joint Venture, row titled Single entity Applicant may be ignored.*

*£ For Member Code, see instruction 4 at Annex-IV of this Appendix-I.*

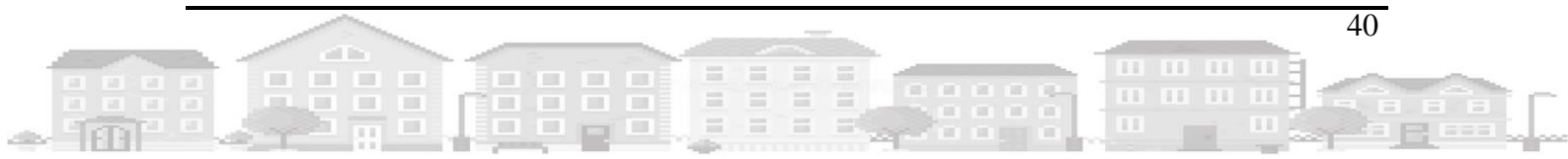
*€ The Applicant should provide details of its own Financial Capability, support by a Certificate from the Statutory Auditor / Auditor.*

### Instructions:

1. The Applicant/ its constituent joint venture Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Submission Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant or Joint Venture Members;
  - (b) be audited by the Statutory Auditor / Auditor is case Statutory Auditor is not applicable;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



2. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
3. The Applicant / Joint Venture Members shall also provide the name and address of the its Bankers.
4. The Applicant shall provide a Statutory Auditor's Certificate / Auditors specifying the net worth of the Applicant / Joint Venture members and also specifying the methodology adopted for calculating such net worth in accordance with the SOA conditions.



## Appendix I - Annex-IV: Details of Eligible Projects

(Refer to Clauses 2.2.2(A))

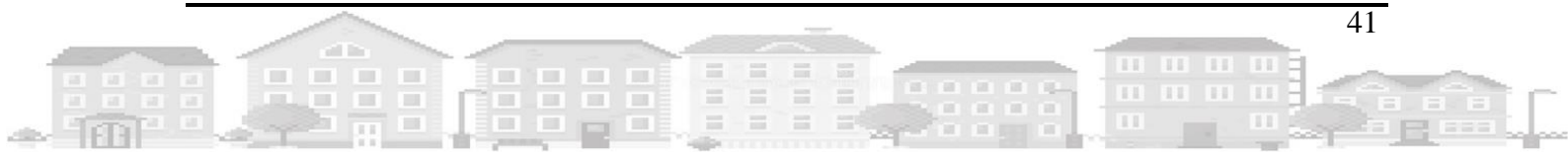
**Project Code:**

**Member Code:**

Item	Refer Instruction	Particulars of the Project
(1)	(2)	(3)
Title & nature of the project		
Total land extent of Eligible Project	(4)	
Month / Year of Commencement of Development Works		
Month / Year of Completion of Development Works		
Location		
Project cost	(5)	
Sale status of Project		
Applicable Urban Development Authority / Statutory Body		
Equity shareholding (with period during which equity was held)	(6)	
Type of Development	(7)	
Proof of completion of Project	(9)	

**Instructions:**

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.(A) of the SOA. Information provided in this section is intended to serve as a supporting information. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Joint Venture then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc.
3. A separate sheet should be filled for each Eligible Project.
4. The total land extent of Eligible Project.
5. Provide the capital cost of Eligible Project.
6. The equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given.
7. Specify the type of development, i.e. Residential / Industrial plotted land (layouts) development project / Integrated Residential Complex / Townships / gated / integrated Villa development project / Integrated Commercial complex / building / SEZ / IT Parks etc.



8. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members. In other words, no double counting by a joint venture members in respect of the same experience shall be permitted in any manner whatsoever.
9. Final approved Layout Plan copy /Layout Development Completion Certificate (LDCC) or Occupancy Certificate (OC) or Certificate from Competent Authority or Certificate from the Applicant's statutory auditor must be furnished for each Eligible Project.
10. In case of Certificate from the Applicant's statutory auditor, the same must be furnished as per formats below for each Eligible Project. In case that statutory auditors is not applicable, the auditors who audit the annual accounts of the Applicant/ Member may provide the requisite certification, in the format below:

**Certificate from the Statutory Auditor regarding Eligible Projects<sup>8</sup>**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (*name of the Applicant/Member*) has Developed ..... (*name of project*), in total contiguous land extent of \_\_\_ Acres. The construction of the project commenced on ..... (*date*) and the project was completed on ..... (*date*).

We further certify that the total capital cost of the project was Rs. .... cr. (Rupees .....crore).

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.}*<sup>9</sup>

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

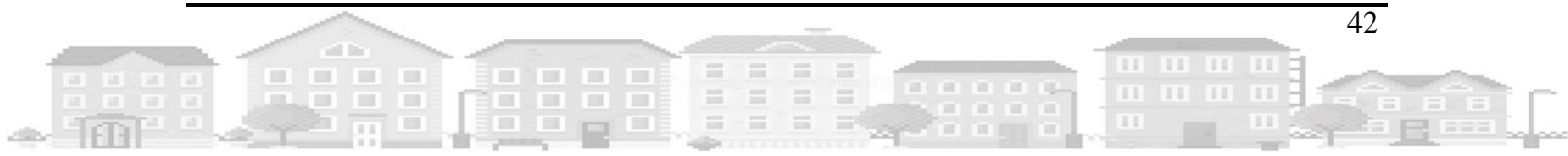
Date:

11. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

---

<sup>8</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

<sup>9</sup> This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by partnership/ joint venture, this paragraph may be deleted.



## Appendix I - Annex-V: Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant / Lead Member of Joint Venture)

To,  
Vice Chairperson  
Eluru Urban Development Authority  
D. No:16B-16-34,Rukmini Nivas, Chandra Guptha Colony,  
Eluru District, Andhra Pradesh-534003

Dated xx/08/2022

**Sub: Application for Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh (Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022, Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh)**

Sir / Madam,

We hereby confirm that we/ our members in the joint venture (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the SOA Document.

{ We have agreed that ..... (insert member's name) will act as the Lead Member of our Joint Venture. }<sup>10</sup>

We have agreed that ..... (insert individual's name) will act as our representative / {will act as the representative and Authorised Signatory of the joint venture on its behalf} and has been duly authorized to submit the Application. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

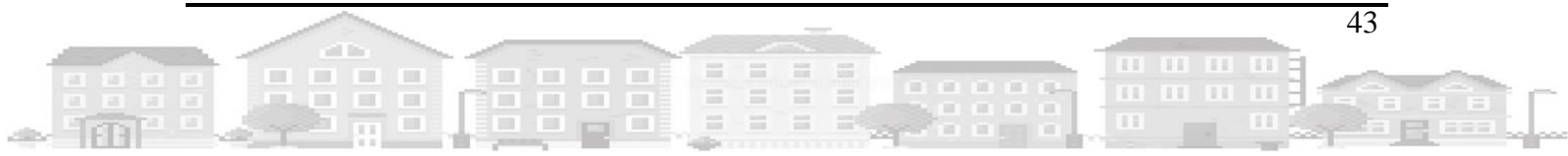
Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

<sup>10</sup> Delete content in bracket if Applicant is not a joint venture



## **APPENDIX-II: Format for Power of Attorney for signing of Application**

Know all men by these presents, we, ..... (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our joint venture and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for the **Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh (Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022 for Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh) (“Project”)**, including but not limited to signing and submission of all Application documents and other documents and writings, and providing information / responses to the ELUDA, representing us in all matters before the ELUDA, signing and execution of all contracts including the Development Agreement with the ELUDA and undertakings consequent to acceptance of our Application, and generally dealing with the ELUDA in all matters in connection with or relating to or arising out of our Application for the said Project and/or upon award thereof to us and/or till the entering into of the Development Agreement with the ELUDA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2022

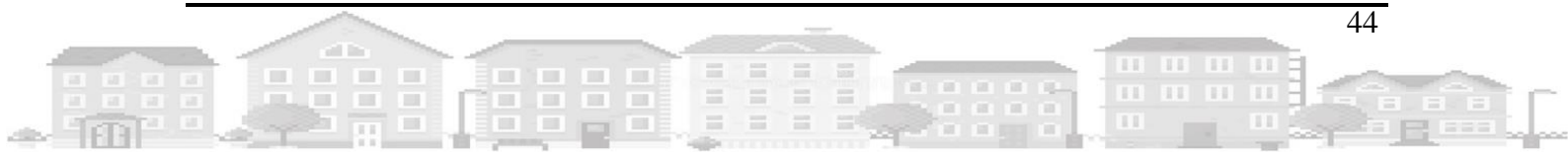
For .....

(Signature, name, designation and address)  
of person authorized by Board Resolution  
(in case of Firms/Company)/Partner in case of  
Partnership Firms

Witnesses:

1.

2.



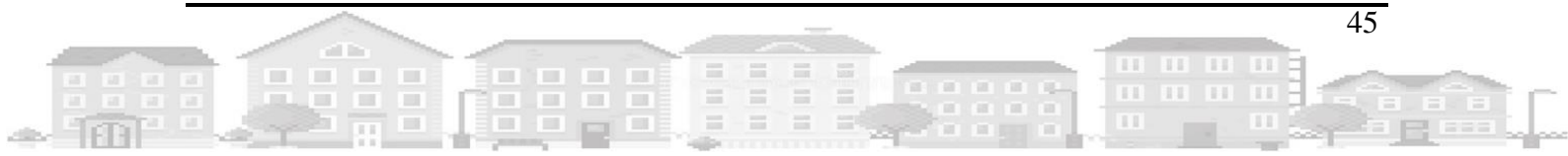
Notarised  
Notarised  
Person identified by me/personally appeared before me  
/signed before me/Attested/Authenticated\*  
(\*Notary to specify as applicable)  
(Signature, Name and Address of the Notary)  
Seal of the Notary  
Registration Number of the Notary  
Date\_\_\_\_\_

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*





### **APPENDIX-III: Format for Power of Attorney for Lead Member of Joint Venture**

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Whereas, the ELUDA has invited Applications from interested Developer Entities for the **Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh (Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022 for Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh) (“Project”)**. Whereas, ..... and ..... (collectively the “joint venture”) being Members of the joint venture are interested in developing the Project in accordance with the terms and conditions of the Solicitation of Applications (SOA), the Policy and the Development Agreement in respect of the Project, and

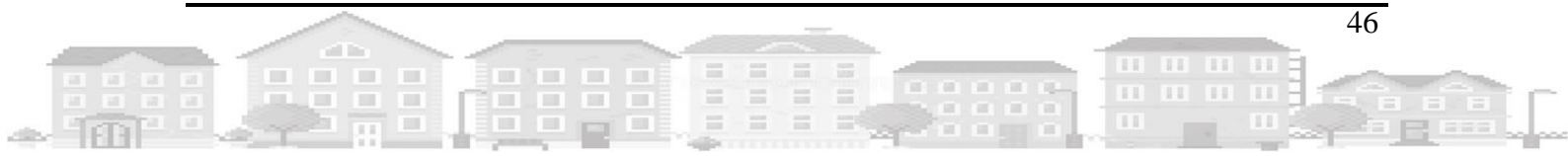
Whereas, it is necessary for the Members of the joint venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the joint venture, all acts, deeds and things as may be necessary in connection with the joint ventures’s Application for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at ....., being one of the Members of the joint venture, as the Lead Member and true and lawful attorney of the joint venture (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the joint venture and any one of us during the SOA process and, in the event the joint venture is selected to undertake the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the joint venture, all or any of such acts, deeds or things as are necessary or required or incidental to the Project, including but not limited to signing and submission of all applications and other documents and writings, accept the Letter of Award, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the joint venture and generally to represent the joint venture in all its dealings with the ELUDA, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the joint venture’s Proposal for the Project and/ or upon award thereof till the Development Agreement is entered into with the ELUDA.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ joint venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2022.



For .....  
(Signature, Name & Title)  
For .....  
(Signature, Name & Title)  
For .....  
(Signature, Name & Title)

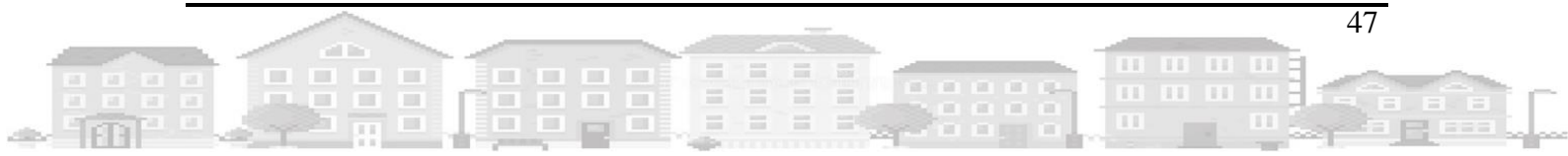
Witnesses:

- 1.
- 2.

(Executants)  
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



## APPENDIX IV: Format for Joint Bidding Agreement for Joint Venture

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 2022.

### AMONGST

1. {..... Limited, and having its registered office at .....} (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

2. {..... Limited, having its registered office at .....} and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

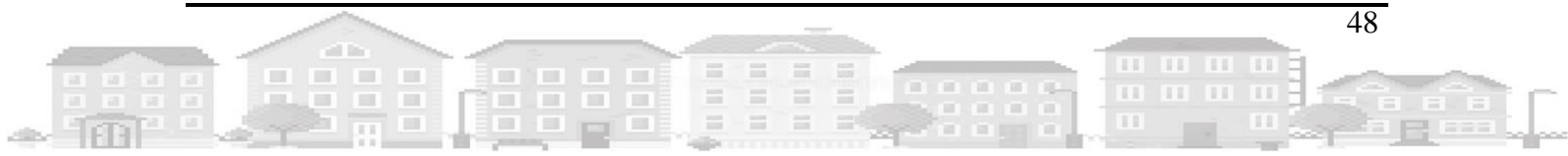
### WHEREAS,

- (A) The ELUDA (hereinafter referred to as the “ELUDA” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications (the “**Application**”) by its Solicitation of Applications No. .... dated .....(the “**SOA**”) for **Development of Jagananna Smart Townships (MIG Layouts) within ELUDA jurisdiction, Andhra Pradesh (Pursuant to G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022, Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh).**
- (B) The Parties are interested in jointly applying for the Project as members of a joint venture and in accordance with the terms and conditions of the SOA in respect of the Project, and
- (C) It is a necessary condition under the SOA Documents that the members of the joint venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

### NOW IT IS HEREBY AGREED as follows

#### 1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the SOA Documents.



## **2. Joint Venture**

2.1 The Parties do hereby irrevocably constitute a joint venture (the “**Joint Venture**”) for the purposes of jointly participating in the SOA Process for the Project.

2.2 The Parties hereby undertake to participate in the SOA Process through this joint venture constituted for this Project.

## **3. Covenants**

The Parties hereby undertake that in the event the joint venture is selected and awarded the to undertake the Project, it shall incorporate a legal entity under the Indian laws for entering into a Development Agreement with the ELUDA and for performing all its obligations as the in terms of the Development Agreement for the Project. Further, the shareholding in the legal entity shall be held only by the joint venture Members / Parties to this Agreement.

## **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the joint venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the joint venture during the SOA Process and until the completion of the Project under the Development Agreement;
- (b) Party of the Second Part shall be the other member of the joint venture, and }

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the SOA Document, the Policy and the Development Agreement, till such time as the Project Completion is achieved under and in accordance with the Development Agreement.

## **6. Shareholding in the Legal Entity**

6.1 The Parties agree that the proportion of shareholding among the Parties in the legal entity shall be as follows:

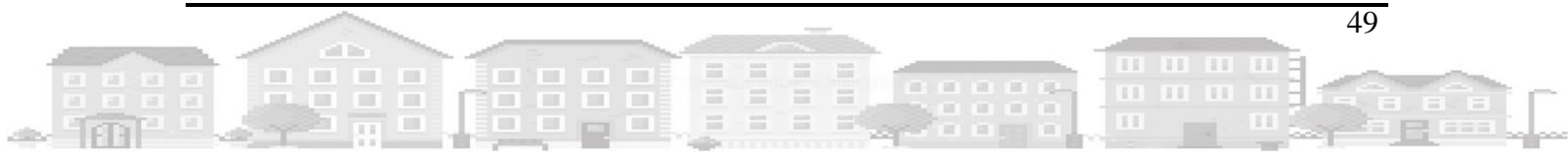
First Party:	%
Second Party:	%

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the legal entity shall, at all times till the completion of the Project, be held by the Parties of the First and Second Part whose experience and net worth have been reckoned for the purposes of qualification and Eligibility of Applicant for the Project in terms of the SOA. Further, the lead member of the joint venture shall hold not less than 51% equity / shareholding in the joint venture.

6.3 The Parties undertake that they shall collectively hold 100% of the subscribed and paid up equity share capital of the legal entity at all times, subject to clause 6.2 above, until the completion of the Project.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:



- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the joint venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Development Agreement, in case the joint venture is awarded to undertake the Project. However, in case the joint venture is either not qualified and Eligible for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

## **9. Miscellaneous**

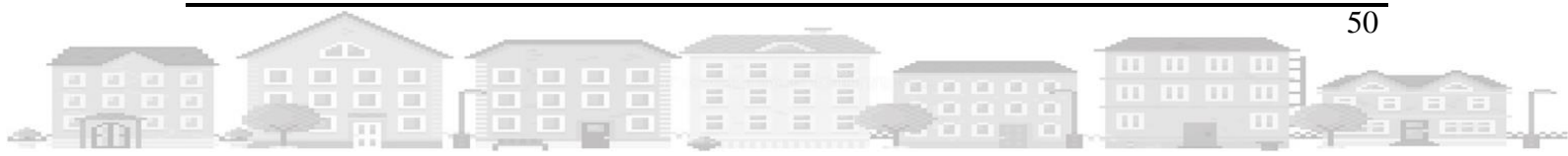
9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the ELUDA.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED



For and on behalf of  
by:  
(Signature)  
(Name)  
(Designation)  
(Address)

**SECOND PART**

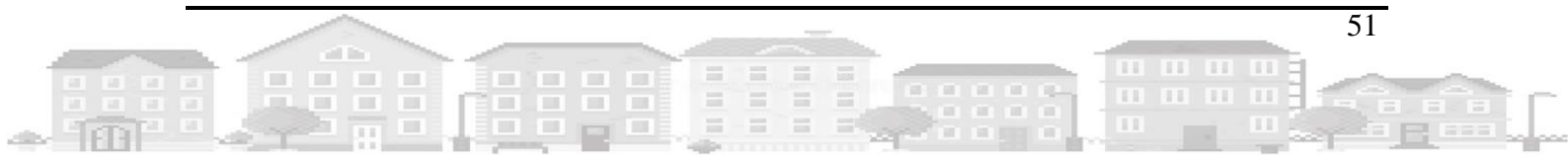
For and on behalf of LEAD MEMBER  
(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1.
- 2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the joint venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



## APPENDIX V: DPR (Details of EPA) to be enclosed in the Application

**(Notarised Copies of All Documents are to be submitted)**

1. EPA details:

Sl. No.	Extent of Land in Ac-Cents	Survey No.	Village Name	Mandal Name	District Name New	Location Coordinates
<b>Total</b>						

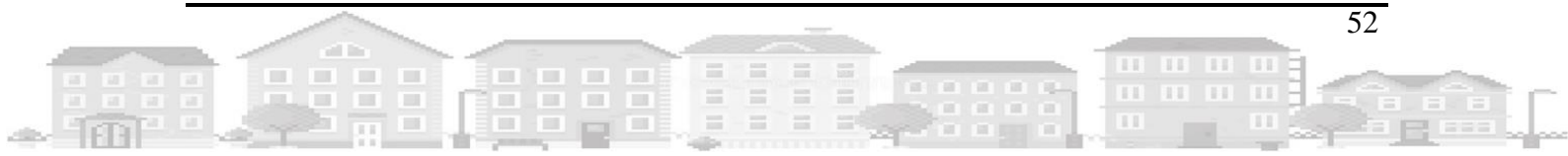
2. Following documents related to EPA (the “EPA Documents”) (to be enclosed):

- a. Re-Survey & Settlement Register with subdivision
- b. Record of Holdings
- c. Extract of Adangal for the year 1954-1955 until 2020-2021
- d. 1-B ROR
- e. Relevant Sale Deeds and Link Documents
- f. Relevant Pattadar Passbooks and Title Deed
- g. Certified Copies of Encumbrance Certificate
- h. Mutation Proceedings if any.

3. (%) Percentage of plotted area offered for MIG to UDA (this should exclude the ‘to be mortgaged’ extent to UDA as per the Andhra Pradesh Land Development (Layout and Sub-division) Rules, 2017 notified through G.O.Ms.No.275 MA&UD (H) DEPARTMENT, Dated 18.07.2017)

4. Proposed Land use Break up

Land use		Area (in acres)	Percentage (%)
Total site area	A		
Road affected area if any	B		
Remaining area- Net total area	C= A-B		
Plotted area for MIG plots			
Plotted area for Private Buyer plots			
Road area			
Open space			
Amenities			
<b>TOTAL</b>	<b>C</b>		



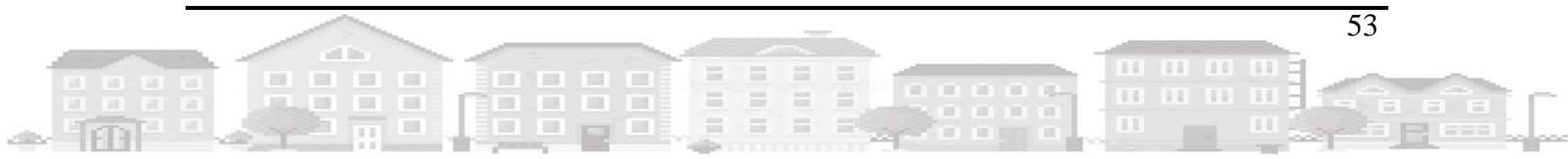


5. Location Map (A2 size)- Location of Site, Exact shape boundary, indicating nearest landmarks, natural features (if any), all Existing roads with ROW, Sy Nos and surrounding Layouts LP nos if any
6. External Infrastructure map showing the alignment, lengths of approach road, etc.
7. Schematic Layout Plan on A2 Size paper with Scale, Legend, North Direction with the following details (indicative template as shown below)

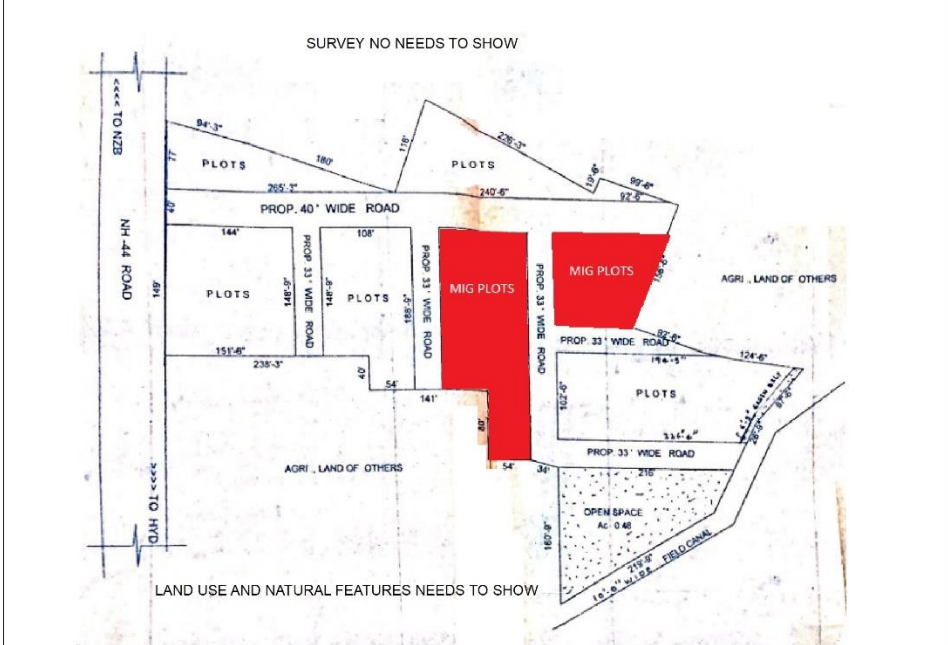

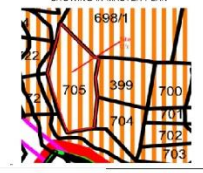
- Road Pattern along with ROW information
- Earmarking MIG Plots offered to ELUDA under the provisions of the Scheme
- No. of MIG Plots for the under each of the following sizes:

#	Category	Size	No. of Units
1	MIG-I	150 Sq.Yards (33' X 41')	
2	MIG-II	200 Sq.Yards (36' X 50')	
3	MIG-III	240 Sq.Yards (36' X 60')	

- Compact Disc (CD/DVD) / Pen Drive contain the soft copies of:
  - i. EPA Plan and Layout map super imposed on google Earth in PDF format along with the soft copies of KML file / Shape file
  - ii. Schematic layout plan in AutoCAD 2014 Version.
  - iii. Land Use extract as per Master Plan for the EPA (indicative as shown below)



**PRELIMINARY LAYOUT PATTERN SHOWING THE MIG PLOTS PORTION UNDER PROPOSED JAGANANNA SMART TOWNSHIP**

<p>SURVEY NO NEEDS TO SHOW</p>  <p>LAND USE AND NATURAL FEATURES NEEDS TO SHOW</p> <p>*This layout is indicative purpose only. Submission needs to draw as per scale and proper Legend along with color coding</p>		<p align="center"><b>FIRM DETAILS</b></p> <p><b>APPLICANT NAME/S:</b></p> <hr/> <p align="center">N W E S</p> <p align="center">SITE AREA EXTRACT SHOWING IN GOOGLE SATELLITE IMAGE</p>  <p align="center">SITE AREA EXTRACT SHOWING IN MASTER PLAN</p>  <p align="center"><b>LEGEND AND AREA STATEMENT</b></p> <table border="0" style="width:100%;"> <tr> <td>EXISTING ROAD</td> <td></td> </tr> <tr> <td>ROAD WIDENING PORTION</td> <td></td> </tr> <tr> <td>PROPOSED ROAD</td> <td></td> </tr> <tr> <td>MIG PLOT PORTION</td> <td></td> </tr> <tr> <td>PRIVATE BUYERS PORTION</td> <td></td> </tr> <tr> <td>OPEN SPACE</td> <td></td> </tr> <tr> <td>UTILITY/AMENITIES AREA</td> <td></td> </tr> </table> <p align="center">MIG PLOTS AREA IN SQ YARDS AND PERCENTAGE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>#</th> <th>Category</th> <th>Size</th> <th>No. of Units</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>MIG-I</td> <td>150 Sq. Yards (33' X 41')</td> <td></td> </tr> <tr> <td>2</td> <td>MIG-II</td> <td>200 Sq. Yards (36' X 50')</td> <td></td> </tr> <tr> <td>3</td> <td>MIG-III</td> <td>240 Sq. Yards (36' X 60')</td> <td></td> </tr> </tbody> </table> <p align="center">TOTAL PLOTTED AREA: MIG PLOTTED AREA:</p>	EXISTING ROAD		ROAD WIDENING PORTION		PROPOSED ROAD		MIG PLOT PORTION		PRIVATE BUYERS PORTION		OPEN SPACE		UTILITY/AMENITIES AREA		#	Category	Size	No. of Units	1	MIG-I	150 Sq. Yards (33' X 41')		2	MIG-II	200 Sq. Yards (36' X 50')		3	MIG-III	240 Sq. Yards (36' X 60')	
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<p>GP AND VILLAGE NAME: PRELIMINARY LAYOUT PATTERN IN SY NO: ____ OF GP, MANDAL, DISTRICT (NEW)</p> <p>SCALE :</p>	<p align="center">APPLICANT'S SIGNATURE</p>																															

**8. Status if Land Acquisition:**

- Acquired
- OR
- Identified – negotiations made & MOU entered (Please attach a copy of the MoU entered into between Applicant and owner/s of EPA)
- OR
- Identified – negotiations made but formal MOU yet to be entered into

**9. Proposed Estimated Project Cost for MIG Plots along with detailed break-up for arriving at the same:**

S.No	Component	Cost (In ₹ Cr.)
1	Cost of Land	
2	Estimated Cost of Development / Construction / Infrastructure	
3	Cost for Approvals / Licences/fees	
	<b>Total Estimated Project Cost</b>	

**10. Proposed Sale Price of Private Buyer Plots: \_\_\_\_\_/Sq. Yard**

**11. List of Approvals and permissions required from GoAP:**

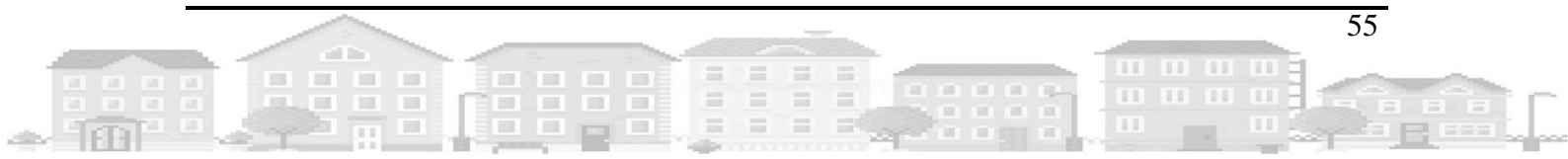
12. Proposed timelines for:

S.No	Milestone	No. of Months from date of LOA
1	EPA Acquisition	
2	Finalisation of Layout with Approvals including RERA	
3	Development of Internal Infrastructure	
4	Development of External Infrastructure	

13. Details of External infrastructure proposed

14. Details of water source (local body or borewell) for the layout, nearest Habitation, ULB, Nearest MDR/SH/NH Roads and 11KV Sub Station.

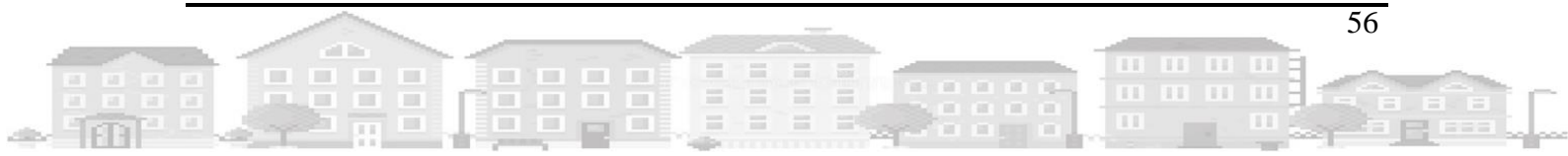
15. Any other such parameters as Applicant finds helpful for successful completion of Project



**APPENDIX VI**

**G.O. Ms. No. 88, MA & UD (M) Dept, dt: 01.07.2022, Policy for Private Participation for Development of Jagananna Smart Townships (MIG Layouts) in Andhra Pradesh**

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**GOVERNMENT OF ANDHRAPRADESH**  
**ABSTRACT**

Municipal Administration & Urban Development Department – Policy framework for Development of MIG Layouts under the name of Jagananna Smart Townships in the State involving Private Participation through the development model – Orders Issued.

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**MUNICIPAL ADMINISTRATION & URBAN DEVELOPMENT (M) DEPARTMENT**

**G.O.Ms.No.88**

**Dated:01.07.2022**  
**Read the following:**

1. GO.Ms.No.76, MA & UD (M) Department, Dt.28-07-2021.
2. Letter of the DTCP, AP, Lr.Roc.No.17/89/2021/P, Dt.06.06.2022

\*\*\*\*

**ORDER:**

The Government of Andhra Pradesh envisages to develop MIG Layouts under the name of ‘Jagananna Smart Townships’ at affordable prices to eligible MIG Applicants. This initiative has been declared as ‘Public Purpose Project’ under relevant Acts and Rules pertaining to both Land Acquisition and for Alienation of Government Lands. To this effect, GoAP have issued detailed guidelines vide G.O 1<sup>st</sup> read above for development of MIG Layouts under the name of ‘Jagananna Smart Townships’.

2. The program was initially launched by 6 Developmental Authorities and was successful. Owing to the response and demand from the general public and Government employees upon initial launch, the Government now envisages to develop ‘Jagananna Smart Townships’ in each of the Assembly Constituencies. To accomplish this, it is imperative that huge land banks, finances, capacities are required.

3. Therefore, to implement this initiative/program successfully at State level, it is prudent to have an alternate mechanism which can foster and facilitate Public Private Partnerships involving privately owned lands, capacities and investments from private players. This arrangement is envisaged to yield synergic benefits by leveraging on private players’ capacities, government’s branding, existing demand whilst having multiplier effect (economic) in real estate sector in the state.

4. Upon initial discussions and deliberations with various stakeholders, the Government now establishes a policy framework for development of well-planned MIG Layouts under the name of Jagananna Smart Townships, involving private participation through the development model as mentioned at **Annexure - A.**

(PTO)

..2..

5. A copy of this order is available at <https://apegazette.cgg.gov.in/>
6. All the concerned officials shall take further necessary action in the matter accordingly.

[BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH]

Y. SRILAKSHMI

SPECIAL CHIEF SECRETARY TO GOVERNMENT

To

All the District Collectors in the State

The Commissioner & Director of Municipal Administration, AP

The Director of Town & Country Planning, AP

The Metropolitan Commissioner, Visakhapatnam Metropolitan Region Development Authority, Visakhapatnam

The Commissioner, AP Capital Region Development Authority, Vijayawada

The CEO, AP Urban Infrastructure Asset Management Limited, Vijayawada

The State Level Committee Members **through** the DTCP

The District Level Committee members **through** the concerned District Collector

The Engineer-In-Chief, (Public Health), AP

The Managing Director, AP Township and Infrastructure Development Corporation Limited

The Vice Chairman & Housing Commissioner, AP Housing Board, Vijayawada

The Managing Director, AP Rajiv Swagruha Corporation Ltd, Vijayawada

All VC's of Urban Development Authorities **through** the DTCP, AP

All MC's of Urban Local Bodies **through** the CDMA, AP

The Chairperson, AP Real Estate Regulatory Authority, Vijayawada

All the Concerned Officials

**Copy to:**

The Revenue Department, AP Secretariat, Velagapudi

The Finance (FMU, MA&UD, EFS&T) Department, AP Secretariat, Velagapudi

General Administration (Cabinet) Department, AP Secretariat, Velagapudi

The Law Department, AP Secretariat, Velagapudi

PS to Principal Secretary to Government, Finance (FMU, MA&UD, EFS&T) Department

PS/OSD to Principal/Additional Secretary to Hon'ble Chief Minister

OSD to Hon'ble Minister for MA&UD Department

PS/OSD to Chief Secretary to Government

PS to Special CS to Government, MA&UD Department, AP Secretariat

SF/SCs.

//FORWARDED :: BY ORDER//



SECTION OFFICER

**Policy for Private Participation for Development of MIG Layouts under the name of Jagananna Smart Townships in the State**

**DEFINITIONS**

**“Applicable Laws”** means all laws, promulgated or brought into force and effect by GoI/GoAP including regulations, rules, directions, bye-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of the Policy.

**“Development Agreement”** means the Agreement to be executed between DE and UDA for implementation of Project.

**“Developer Entity or DE”** shall mean such Persons registered with UDA and NAREDCO/CREDAI and qualify all eligibility criteria set out in this Policy.

**“DE Share”** means the meaning ascribed to it under clause 5(a).

**“District Level Committee or DLC”** shall mean committee constituted by GoAP for implementation of the Project

**“Detailed Project Report or DPR”** shall mean the report encapsulating planning and execution details for Project.

**“DTCP”** means Directorate of Town and Country Planning of Andhra Pradesh.

**“Eligible Project Assets”** or **“EPA”** means such lands which qualify all the following criteria:

- a. Lands which have potential value to be developed as Plots which can be purchased by public and MIG Applicants;
- b. Lands which are contiguous and having a minimum extent of 20 acres;
- c. Such lands which are litigation and encumbrance free.

**“Escrow Account”** shall mean the separate account or accounts created and maintained pursuant to Clause 6 of this Policy.

**“Escrow Agent”** means such Person(s) nominated by DLC at the time of execution of the Escrow Agreement.



**“Escrow Agreement”** means the agreement that will be executed between UDA, DE, Program Manager and the Escrow Agent for the purpose of opening and maintaining the Escrow Account.

**“GoAP”** means the Government of Andhra Pradesh.

**“GOI”** means the Government of India.

**“Initiative”** shall mean “Development of Jagananna Smart Townships/MIG Layouts” – a GoAP Program for making well-developed MIG layouts available at affordable prices to eligible MIG Applicants.

**“MIG”** means Middle Income Group or such household group fitting into criteria as determined by GoAP under the Initiative from time to time.

**“MIG Applicant(s)”** means such Person who are categorized by GoAP as MIG, and are eligible to purchase MIG Plots in the Project in the manner set out in this Policy.

**“MIG Plot(s)”** means such Plots having sizes as detailed below and which will be offered for sale to MIG Applicants in the Project under this Initiative.

1	MIG- I	150 Sq.Yards (33' X 41')
2	MIG- II	200 Sq.Yards (36' X 50')
3	MIG- III	240 Sq.Yards (36' X 60')

**“Person(s)”** includes any individual, firm, company, governmental authority, joint venture, association, partnership or other entity (whether or not having separate legal personality).

**“Plot(s)”** means all the parcels of EPA, that have been developed for the purpose of sale under applicable laws.

**“Policy”** means this policy.

**“Private Buyer Plot(s)”** shall mean such Plots other than the MIG Plots in the Project.

**“Program Manager”** means Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML).

**“Program Manager Share”** means the meaning ascribed to it under clause 5 (c).

**“Project”** means identification, acquisition, development of MIG Plots, Private Buyer Plots, infrastructure facilities and such other development as mutually agreed by GoAP and DE on the EPA through framework established in this Policy and other applicable laws and procedures.

**“RERA Act”** means Real Estate (Regulation and Development) Act, 2016.

**“RERA Rules”** means Andhra Pradesh Real Estate (Regulation and Development) Rules, 2017 and subsequent rules issued from time to time.

**“UDA”** means such Urban Development Authority/VMRDA/AP CRDA which have the jurisdiction to govern such EPAs being developed by the DE across the State of Andhra Pradesh.

**“UDA Share”** means the meaning ascribed to it under clause 5 (b).

## 1. ELIGIBILITY FOR PARTICIPATION UNDER THIS POLICY

Any DE meeting eligibility criteria as set out in **Annexure I** and which indicates its interest to identify, acquire and develop the Project on the EPA in compliance with the terms stipulated under this Policy.

## 2. INSTITUTIONAL FRAMEWORK

The following institutional framework shall be adopted for implementation of the Project.

- a. DLC or the District Level Committee shall be constituted with the following composition by GoAP:
  - District Collector - Chairman;
  - Joint Collector;
  - District Registrar;
  - Vice Chairperson/Metropolitan Commissioner of Urban Development Authority/VMRDA/AP CRDA - Convenor;
  - Program Manager (APUIAML).
- b. The DLC shall be responsible for the following:
  - i. Conducting scrutiny & analysis of the applications placed before the DLC by UDA including legal due diligence, technical due diligence, suitability & feasibility in all aspects of the EPA for execution of Project;
  - ii. Conduct discussions with the DE, as may be required, with regard to the sale price of the MIG Plots, breakup of the 3 categories of MIG plots, extent of the MIG Plots and other such factors required for successful completion of the Project.
  - iii. In case the DE offers more than 40% as UDA share for sale for MIG applicants the DLC reserves the right of accepting or rejecting such proposal.
  - iv. Finalization of DE for implementation of Project/s and terms and conditions under which Project/s have to be implemented.
  - v. And commissioning of such necessary acts, DLC shall deem fit for successful completion of the Project.
- c. Program Manager shall assist, support DLC/UDA in carrying out their obligations, including legal due diligence, technical due diligence et al. as set out in the Policy; further, Program Manager

shall also assist DLC/UDA in coordination & liaison of various stakeholders in the Project.

### **3. IMPLEMENTATION FRAMEWORK**

a. **Constitution of the DLC and appointment of Program Manager:**

The constitution of DLCs and appointment of APUIAML as Program Manager will come into force from the date of notification of this Policy.

b. **Invitation of Public Participation:**

In pursuant to notification of this Policy, UDA shall invite DEs through paper notification by giving wide publicity.

c. **Submission of Applications by interested DEs:**

- i. Any DE interested in participating shall identify an EPA.
- ii. Upon identifying an EPA, the interested DE shall make an application to the relevant UDA along with a DPR duly providing the information pertaining to EPA location, extent, indicative layout earmarking major roads and MIG Plots, Sale Price offer for MIG Plots, timelines for acquisition, list of approvals required from GoAP, development of infrastructure and others such matters as mentioned in **Annexure II** of this Policy.
- iii. The extent of MIG Plots should be 40% or more of the plotted area in the EPA.

d. **Receipt of Applications:**

- i. The submitted applications shall be received by UDA.
- ii. UDA shall carryout preliminary scrutiny w.r.t DE`s eligibility criteria as set out in **Annexure I** and place before the DLC for further process.

e. **Scrutiny, Evaluation and Approval by DLC:**

- i. The DLC shall review the DPR and scrutinize and analyse the eligibility of the DE, feasibility/suitability in all aspects of EPA for successful implementation of the Project based on following parameters:

- Technical and Financial capacities of DE as per **Annexure I**;
  - Primary Legal Due Diligence including Title Report for the EPA issued by an Advocate registered under Advocates Act, 1961 confirming the title in favour of such party from whom, the DE intends to acquire (Parameters on which the title report has to be issued is annexed in **Annexure III**;
  - Extent, Size and Nos. of MIG Plots (including MIG plots under each of the three categories) offered by DE in the proposed layout made on the EPA;
  - Market value of the MIG Plots in EPA;
  - Marketability of the MIG Plots in EPA duly considering the demand ascertained at various levels;
  - Sale Price offered for MIG Plots;
  - Approvals required for implementation of Project;
  - Timelines indicated by DE in the Application with respect to land acquisition, development of infrastructure etc;
  - Any others such parameter(s) the DLC deems fit.
- ii. For evaluation purposes, UDA shall assess the demand for MIG plots, to the extent possible, for EPA specific locations.
  - iii. The DLC shall discuss with the DE w.r.t timelines, extent of plotted area and nos. of MIG Plots offered, location of MIG Plots in the EPA, Sale Price of the MIG Plots, list of approvals for implementation of Project and any other matter it deems fit to execute the Project in interest of the successful implementation of the Initiative.
  - iv. In cases where UDA receives more than one application for same location/region, the DLC shall finalize the DE for implementation of the Project based on guidelines set out in **Annexure IV**.

- v. Upon detailed scrutiny, analyses, and discussions with DE, the DLC shall approve the application for implementation of the Project finalising the location, extent of MIG Plots in the EPA, timelines for acquisition of EPA, accord requisite approvals such as Nala etc., development of infrastructure, sale price of MIG Plots and other parameters as required for successful implementation of the Project.
- vi. The DLC shall ensure that the sale price of MIG Plots shall always be less than at least 10% and up to 20% below the market rate. However, if DE offers a sale price beyond 20% below the market rate, the DLC shall appropriately evaluate the offer. The decision of the DLC on sale pricing of MIG Plots shall be final.
- vii. The DLC, while finalising the sale price, shall duly consider G.O Ms.No.3, MA & UD, dt: 12.01.2022, G.O Ms.No.7, MA & UD, dt: 25.01.2022 and any other rebates/reservations that are made available, from time to time by GoAP, to government employees, pensioners etc.
- viii. The Program Manager shall assist DLC in all the aforementioned activities, and such other activities notified by DLC from time to time.

**f. Issuance of LoA by UDA:**

- i. Upon receipt of approval for the Project from DLC, UDA shall issue Letter of Award (LoA) to DE.
- ii. The LoA shall formalize the terms agreed by way of finalising the location, extent, MIG Plots in the EPA, timeline for acquisition of EPA, timeline for accord of requisite approvals, timeline for development of infrastructure, price at which MIG Plots will be purchased by MIG Applicants and other parameters as required for successful implementation of the Project.
- iii. This LoA issued shall form a legally binding relationship between UDA and the DE.

**g. Execution of Development Agreement:**

- i. Upon issuance of LoA, UDA and DE shall enter into development agreement (“**Agreement**”) for implementation of the Project duly considering the terms & conditions laid out in

the LoA. The Government in consultation with appropriate authority shall issue separate orders on prescribed format in this regard.

**h. Acquisition of EPA**

- i. Upon execution of the Agreement, the DE shall be liable to acquire the title and ownership for the entire EPA at its sole costs as per the timelines specified in the Agreement.
- ii. Upon acquisition, the DE shall submit all requisite documentation to the UDA for detailed due diligence and the Program Manager shall assist UDA in these activities.
- iii. Upon satisfactory approval by UDA, DE shall initiate process for accord of approvals.
- iv. Further, on basis of mutual agreement between UDA and DE, the timelines for acquisition of the EPA may be extended.

**i. Accord of requisite Approvals**

- i. Upon receipt of application/s and on payment of applicable fees/charges GoAP/UDA shall accord all approvals/permissions such as NALA related, CLU related, layout approval related, approvals related to provision of external infrastructure (as applicable) in a time bound manner as mentioned in the Agreement and as per the timelines specified in the Agreement.
- ii. Further, on basis of mutual agreement between UDA and DE, the timelines for obtaining the approvals may be extended.

**j. Infrastructure Development:**

- i. Upon accord of all requisite approvals, DE shall be liable to develop infrastructure within six (06) months from the date of registration of the Project with RERA or within the timelines extended on the basis of mutual agreement subject.
- ii. The infrastructure development shall comply with (meeting) Minimum Development Standards ("**MDS**") and RERA act and Rules. The MDS are annexed at **Annexure V**.
- iii. During and after the development of the Project, the UDA with assistance of Program Manager shall carry out inspections and verify the adherence of development of the Project to the MDS and other terms and conditions of the Agreement.



- iv. Upon completion of development of infrastructure, the DE by way of a written communication shall intimate UDA on the status of Project.
- v. Upon receipt of such communication, the UDA (with assistance of Program Manager) shall inform the same to E-in-C, PHED for certifying compliance of Project meeting Minimum Development Standards.
- vi. In this regard, upon receipt of such intimation, E-in-C, PHED shall inspect the Project and check for its compliance with the Minimum Development Standards. Upon E-in-C, PHED being satisfied, he shall issue a Compliance Certificate ("**CC**"). The Program Manager shall assist UDA, E-in-C, PHED in this process.
- vii. Layout Development Completion Certificate (LDCC) for the Project shall not be issued by the UDA unless Compliance Certificate is obtained by the DE.
- viii. Registration of MIG plots and Private Buyer's Plots shall comply with RERA Act and Rules.

**k. Sale of MIG Plots:**

- i. UDA shall have the sole right to act at its discretion and in pursuance to terms and conditions of Agreement, other applicable acts, policies procedures and other guidelines issued by GoAP from time to time over allocation process, allottee selection, MIG Plots, timelines for registration, payment schedules for MIG Plots.
- ii. UDA shall initiate notification for calling of applications for sale of MIG Plots from the date of registration of the Project with RERA.
- iii. The online portal "<https://migapdtcp.ap.gov.in/>" and/or other portals/platforms/avenues issued by GoAP from time to time shall be used for receipt of applications.
- iv. The allotment of MIG Plots on lottery basis shall be carried out by the UDA as per the procedure laid out in G.O.Ms.No.76, MA & UD, dt: 28.07.2021 and G.O. Ms.No.12, MA & UD, dt: 10.02.2022 and other guidelines issued by GoAP from time to time.
- v. Allotment letter shall be issued by the UDA for all allottees as per prevalent procedures. For those applicants for whom the

allotment is not made, the amount paid by them at the time of application (Refer Clause 4 below) shall be returned interest free.

- vi. Upon Allotment being made, the allottee is liable to pay the remainder of instalments to complete registration process, subject to Clause 4(a) below.
- vii. UDA shall, on best effort basis, market and sell all the MIG Plots to MIG Applicants.
- viii. Subject to Clause 3(k)(vii), if the UDA fails to sell all the MIG Plots within 6 months from the date of issuance of CC, the rights over the unsold MIG Plots, shall be transferred to the DE and the DE shall dispose such Plots at its discretion.
- ix. The UDA may seek additional time, and upon mutual agreement, UDA may be permitted to sell unsold MIG Plots beyond 6 months from the date of issuance of CC.
- x. Further, the UDA may also seek additional Plots, and upon mutual agreement to that effect, the UDA may sell such additional Plots to MIG Applicants. The additional Plots are to be sold at the price as per the terms & conditions of the Agreement.

**4. PAYMENT SCHEDULE FOR MIG APPLICANTS**

- a. The sale proceeds of MIG Plots shall be deposited by the MIG Applicants in the Escrow Account in the manner set out below:

1	Along with Application	Instalment 1: 10% of the sale price of Plot
2	Within (1) one month from the date of concluding agreement between allottee, DE AND UDA (such agreement shall be completed within 30 days from the day of allotment) subject to completion of (i) Plot marking and (ii) roads formation.	Instalment 2: 10% of the sale price of Plot
3	Upon completion of the Project & at the time of registration	Instalment 3: 80% of the sale

	price of Plot.
* Upon payment of Instalment 1, in cases where allottees fail to pay the subsequent instalment/s as per payment schedule, 10% of paid amount from Instalment 1 shall be retained and the rest shall be refunded interest free.	

## 5. REVENUE SHARING

- a. The DE shall be entitled to 96% of the gross revenue accrued from the sale of MIG Plots (“**DE’s Share**”).
- b. UDA shall be entitled to 3% of the gross revenue accrued from the sale of MIG Plots (“**UDA’s Share**”) – to be utilized for marketing and administrative expenses.
- c. Program Manager shall be entitled to 1% of the gross revenue accrued from the sale of MIG Plots (“**Program Manager’s Share**”).

## 6. ESCROW AGREEMENT

- a. Upon executing the development Agreement, in order to safeguard the interests of all parties, as set out in this Policy, simultaneous to execution of the development Agreement between UDA and DE, the UDA, DE and Program Manager shall also execute the Escrow Agreement. Under the escrow arrangement, the proceeds collected towards the sale of the MIG Plots from the MIG Applicants and such allottees UDA deems fit, shall be deposited in the Escrow Account. The Escrow Agent shall be solely nominated by GoAP, and the Escrow Agreement shall provide for detailed mechanism for governing the Escrow arrangement.

## 7. OBLIGATIONS OF THE DE

- a. The Project undertaken by the DE shall be in strict compliance with the RERA Act and the RERA Rules and all other applicable laws, rules, and regulations prevailing in the state of Andhra Pradesh.
- b. During the execution of the Project, the DE shall be solely responsible and liable for any non-compliance of the RERA Act and the RERA Rules and it shall be responsible for any consequences arising out of the above, including payment of any penalties levied.
- c. DE agrees not to sell, transfer, assign, Encumber or do any such act that would prejudice the rights of the MIG Applicant’s respective share in the Project.

- d. The DE shall have the right to fix the price for the Private Buyer Plots as it deems fit.
- e. The DE shall solely be responsible for marketing, sale and for commissioning of such acts necessary for sale of the Private Buyer Plots.
- f. The DE shall be responsible for developing the EPA from its resources and at its cost and expense.
- g. The DE shall bear all expenses, payments, etc. for obtaining all the requisite approvals, for the purpose of ensuring smooth operation of the Project over the EPA without any hindrances of any nature.
- h. The DE shall be solely responsible, at its own cost, to register the Project under the provisions of the RERA Act.
- i. The DE shall comply with all the applicable laws towards the development of the Project on the EPA.
- j. All facilities and amenities in the Projects shall be provided by the DE as per Minimum Development Standards.
- k. All development charges over the EPA and the Project shall be exclusively borne by the DE including the charges of preparation of the plan, model plan etc.
- l. The DE shall solely be responsible for all the damages/ claims/costs that arise during execution of Project.

**8. OBLIGATIONS OF GOAP/UDA**

- a. The UDA shall ensure that all requisite approvals are accorded for the Project as per timelines mentioned in the Agreement subject to DE complying with obligations and DE paying all the necessary fees/charges to the appropriate authorities.
- b. The UDA shall ensure to implement the recommendations of the DLC.

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Notwithstanding anything contained in the aforesaid, GoAP reserves the right to modify/ alter/add/ omit any part of the Policy at its sole discretion.

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## **ANNEXURE I**

### **Eligibility Criteria of the DE**

1. Should be registered with UDA and NAREDCO/CREDAI
2. Should be any of the following:
  - individual, firm, company, governmental entity, joint venture, association, partnership firm or other entity (whether or not having separate legal personality)
3. Should have executed projects of similar nature. The cumulative projects experience in the last five years is 40 acres. The minimum size of any one of these projects should be at least 4 acres.
4. Should have a minimum net worth of 25 % of the estimated project cost at the close of the preceding financial year.

## **ANNEXURE II**

### **Details of EPA to be made available in Application from DE**

1. Developer Name & Entity Type
2. EPA details: Extent, Sy.No, Village Name, Location Coordinates
3. Following documents related to EPA:
  - a. Re-Survey & Settlement Register with sub division
  - b. Record of Holdings
  - c. Extract of Adangal for the year 1954-1955 until 2020-2021
  - d. 1-B ROR
  - e. Relevant Sale Deeds, Link Documents
  - f. Relevant Pattadar Passbooks and Title Deed
  - g. Certified Copies of Encumbrance Certificate
  - h. Mutation Proceedings if any.
4. Broad Layout Plan earmarking MIG Plots and core infrastructure (external and internal); the extent of MIG Plots should be 40% or more of the plotted area of EPA.
5. Land Use as per Master Plan
6. Percentage of plotted Area offered
7. Sale Price offer for MIG Plots
8. Required list of approvals and permissions from GoAP
9. Proposed timelines for acquisition, development of infrastructure
10. Details of External infrastructure to be developed.
11. MoU made between DE and owner/s of EPA, if any.
12. Any other such parameters as DE finds helpful for successful completion of Project

### **ANNEXURE III**

Parameters for Legal Due Diligence (Not exhaustive)

1. Re-Survey & Settlement Register with sub division
2. Record of Holdings
3. Extract of Adangal for the year 1954-1955 until 2020-2021
4. 1-B ROR
5. Relevant Sale Deeds and Link Documents
6. Relevant Pattadar Passbooks and Title Deed.
7. Certified Copies of Encumbrance Certificate
8. Mutation Proceedings if any.



## **ANNEXURE IV**

### **Guidelines/Criteria for selection of DE in case of multiple applications received for same location/region**

**Step 1:** Applications with EPA being already acquired will be given the first preference, rest of the applications shall be filtered out.

**Step 2:** Upon then, applications with EPA having maximum existing external infrastructure facilities viz., Approach road, Power supply, drainage, water supply will be preferred, rest will be filtered out.

**Step3:** Upon then applications offering highest percentage for MIG shall be considered.

## **ANNEXURE V**

### **Minimum Development Standards – Infrastructure**

**Based on G.O. Ms.No.76, Dt:28.07.2021, MA & UD (M) Department& Prevalent  
Layout rules**

#### **A. Internal Roads**

*I. Standard Width of the carriage way to be formed according to the width of the roads (Right of way)*

Width of the Road (Right of Way)	Width of the Splay at the Junction of the roadway	Width of the carriage of the road
12 mt. (40')	3.00 mt.	7.00 mt. (23')
18 mt. (60')	4.50 mt.	11.00 mt. (36')

*II. All main roads shall be B.T.Surface Roads and the other roads shall be C.C Surface Roads.*

*III. Specification for the Formation of B.T.Surface Roads:*

(1) Sub-base to the roads shall be provided with Compacted Gravel/Quarry rubbish base of 300mm thick in two layers each not exceeding 225mm thick loose compacted to 150mm thick, spreading to proper grade and camber, watering & compacted with 8 to 10 T. Power Roller to get the required Compacted thickness.

(2) Base Course to the roads shall be provided with WBM surface of 225 mm thick compacted as follows:

(a) Providing WBM surface with Grade II HBG metal 200mm thick loose compacted to 150mm thick in two layers, including spreading in uniform thickness, hand packing, sectioning, and compacted with 8 to 10T. Power Roller in stages to proper Grade and camber, applying and brooming requisite type of screenings/binding materials to fill up the interstices of Coarse aggregate, watering and compacted to required density.

(b) Providing WBM surface with Grade III HBG metal 100mm thick loose compacted to 75mm thick including spreading in uniform thickness, hand packing, sectioning, compacted with 8 to 10T. Power Roller in stages to proper Grade and camber, applying and brooming requisite type of screenings/binding materials to fill up the interstices of Coarse aggregate watering and compacted to required density.

(3) Surface Course to the road shall be provided with B.T.Surface dressing of 20mm thick using 12mm size machine crushed HBG chips on a layer of Bitumen 80/100 grade binder laid on prepared surface and rolling with 8 to 10T Power Roller.

(OR) M.S.S. of 20mm thick by H.M.P. as per MORTH Specifications.

*IV. Specification for the Formation of C.C.Surface Roads:*

(1) Sub-base to the roads shall be provided with Compacted Gravel/Quarry rubbish base of 300mm thick in two layers each not exceeding 225mm thick

loose compacted to 150mm thick, spreading to proper grade and camber, watering & compacted with 8 to 10 T. Power Roller to get the required Compacted thickness.

(2) Base Course to the roads shall be provided with WBM surface of 225 mm thick compacted as follows:

(a) Providing WBM surface with Grade III HBG metal 100mm thick loose compacted to 75mm thick including spreading in uniform thickness, hand packing, sectioning, compacted with 8 to 10T. Power Roller in stages to proper Grade and camber, applying and brooming requisite type of screenings/binding materials to fill up the interstices of Coarse aggregate watering and compacted to required density.

(3) Surface Course to the road shall be provided with C.C.Surface with minimum thickness of 150 mm with M30 grade concrete.

### **B. Construction of UGD**

a) Under Ground Drains with the following specifications

- (i) RLCC NP2/NP3 class pipes of min 200mm or stone ware pipes of Min 150mm dia shall be provided over first class bedding with granular material of 150mm thick suitably Compacted / Rammed to proper grade including man hole arrangements at suitable intervals duly making suitable arrangements for disposal of road surface water to the drain i.e. it is to be laid below the ground level.

### **C. Construction of Storm Water Drains**

- i. min 0.30m. Size with Masonry/Concrete shall be constructed and plastered with CM (1:3) mix 20mm/12mm thick.
- ii. Construction of Cross Drainage Works: The Road crossings are to be provided with cross drainage work such as pipe culverts or RLCC slab culvers to the total width of the respective roads as follows:
- iii. For the drain of less than 060m. Width pipe culvert is to be provided with a minimum dia of 450mm RLCC NP2 class pipes/NP3 class pipes with necessary cushion over the pipes. The body walls shall be provided with Masonry/Concrete duly plastered.
- iv. For the drains of more than 0.60m. Width RLCC Slab culvert is to be provided with masonry/Concrete body walls and M20 grade RLCC slab as per IRLC designs.

### **D. Water Supply with Over Head Tank**

Water supply distribution network shall be provided and Over Head Tank of required capacity including sump shall be constructed including developing of necessary source (OR) Secure firm commitment from any water supply authority for meeting the daily requirement of water.

### **E. Street lighting facilities (poles, lining etc.).**

**F. Avenue plantation** of two-year tall plants on either side of the layout roads and in open spaces has to be taken up simultaneously along with formation of roads and should be maintained with the specifications:

- a) The plants shall be planted at a distance of 10Mtrs. Or at plot corners on both the sides for alternative plots along 40'-0" wide roads and both the sides for every corner of the plots for more than 40'-0" wide roads.
- b) Plantation shall be raised in the open spaces.

**G. Open Spaces as per prevailing policies and practices.**

**H. External Infrastructure: Approach Road, Electricity/Power Supply Line.**

**I. All other facilities are to be provided as per the layout rules and other applicable rules issued from time to time.**

**J. Plot Owners Association:**

- a) Plot Owners Association shall be formed for the project concerned under the aegis of the DE upon completion of the project.
- b) For each project a corpus fund by the plot Owners' Association will be set up by provisioning it in the sale price of Plots and this corpus shall be kept in an ESCROW account opened and operated jointly in the concerned project and the DE concerned for the maintenance of the Layout.

Y. SRILAKSHMI  
SPECIAL CHIEF SECRETARY TO GOVERNMENT



SECTION OFFICER