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HIGH COURT OF ANDHRA PRADESH
At AMARAVATI

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CRL.P. No.6965 of 2023

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Place:

Date:

Counsel for the Respondent

**HIGH COURT OF ANDHRA PRADESH
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Counsel for the Respondent

—) —

**IN THE HIGH COURT OF ANDHRAPRADESH
AT AMARAVATI**

Crl.P.No. 6965 Of 2023

Between:


Sri Nara Chandra Babu Naidu,
S/o. Kharjura Naidu, aged 73,
Residing at Undavalli Village,
Tadepalli Mandal, Guntur District.
Andhra Pradesh.

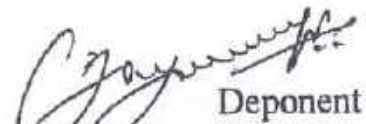
...Petitioner/ Accused No.1

And

The State of Andhra Pradesh,
Represented by the Station House Officer,
CID, Mangalagiri Police Station,
Represented by the Special Public Prosecutor,
High Court of Andhra Pradesh at Amaravati
& another.

...Respondents/ Complainant,

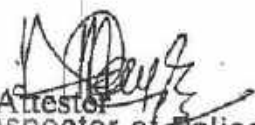

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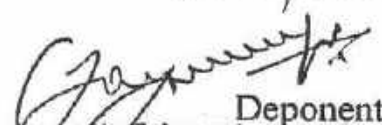

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COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT

I, C. Jayarama Raju, S/o Erikala Raju, aged 60 years working as Addl. Superintendent of Police, EOW-II, CID, AP, Mangalagiri, resident of Mangalagiri, Guntur District, do hereby solemnly affirm and sincerely state on oath as follows:

1. I submit that I am the deponent herein and Investigating Officer of the impugned crime and as such I am well acquainted with the facts of the case and I am authorized to file this counter affidavit. I have read the averments contained in the affidavit filed along with the writ petition and I deny all the material allegations contained therein except which are specifically admitted hereunder.
2. At the outset I state and submit that the present CRLP No. 6965 of 2023 filed under sec 437 and 439 of CrPC and the application filed by the petitioner under sec 439 CRPC seeking interim bail are not maintainable in law or facts of the case. The present petitions filed by the petitioner are a blatant abuse of process of law and courts and an attempt to derail and scuttle the investigation.
3. I submit, The former CM, Sri. Nara Chandra Babu Naidu, the former


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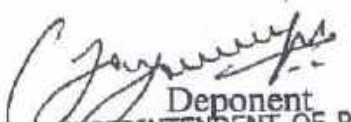
Minister for Municipal Administration and Urban Development, Sri Ponguru Narayana and others who were at the helm of affairs in selection of the agencies for designs and drawings of the Master plan of the Amaravathi Capital City, alignment for the Inner Ring Road (IRR) and the Seed Capital intentionally and in a calculated manner, conspired to provide undue enrichment to the Narayana group Institutions, Lingamaneni group of companies, M/s Rama Krishna Housing Pvt. Ltd, M/s Heritage Foods, etc., and at the cost of the public exchequer, and in abuse of their official position entrusted the work of making designs of IRR, Capital city area and Seed Capital to the companies which worked as per their directives.

4. I submit, the Specific overtacts attributable to the petitioner accused include

A. Manipulation of the alignment of the Inner Ring Road:

- ❖ The selected Master Planner was guided by the Planning Division of APCRDA on how the draft Master Plan should be. As the Chairman and Vice-Chairman of APCRDA, Sri. N. Chandra Babu Naidu and Sri. P. Narayana, respectively, used the arrangement to design the Inner Ring Road in such a manner that it passed just adjacent (1st IRR alignment was passed adjacent to Capital City Boundary at Nidamaru village, later it was changed and the alignment was brought down towards south of


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Nidamaru village and changed alignment was crossed at Kantheru village) to the properties of the accused (Lingamaneni and Heritage) who are close associated to A-1& A-2.

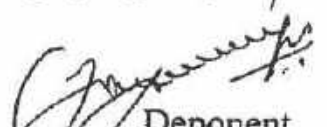
- ❖ A classic example was Sri. P. Narayana instructing to change the alignment from the already existing 100 feet Road between Tadigadapa and Enikepadu to an area between Penamaluru and DoneAtkuru villages. By this, he was able to avoid any acquisition of land from the Narayana College campus beside the 100 feet road near Tadigadapa and brought the 75 metres wide Inner Ring Road closer to Narayana College Campuses which were operated by his family members, between Penamaluru and DoneAtkuru.
- ❖ Entities linked to Sri. P. Narayana and his relatives, such as Narayana Education Society, Narayana Learning Pvt. Ltd, Rama Narayana Education Trust invested money in Rama Krishna Housing Limited Project near Kaza, Guntur district and the alignment of the Inner Ring Road was brought as close to it as possible.

B. Sri. Nara Chandrababu Naidu, Sri. Nara Lokesh and the realtors of Lingamaneni group: quid-pro-quo arrangements:

- ❖ It was an admitted fact that Sri. N. ChandraBabu Naidu stayed in a house belonging to the Lingamanenis, near Undavalli, without paying any rent


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and M/s Heritage Foods Pvt., Ltd., had purchased land just adjacent to the lands of the Lingamanenis before the Capital City was notified. This is a **crystal-clear quid-pro-quo arrangement** in the designing of the Inner Ring Road, between the Lingamanenis, Sri. Chandrababu Naidu and M/s Heritage Foods Pvt Ltd., owned by his family members. Sri. Nara Lokesh, S/o Sri. Chandrababu Naidu, too, stayed in the same house during his stint as an MLC and as the Minister in the then Government. Sri. Nara Lokesh was a signatory to the resolution of the board of Directors of M/s Heritage Foods when it was resolved to buy lands from the Lingamanenis.

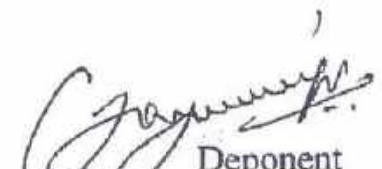
- ❖ While Sri. ChandraBabu Naidu, Sri. P. Narayana, the Lingamanenis and M/s Heritage Foods stood to gain by manipulating this alignment, many farmers whose land got notified under the manipulated alignment of the IRR suffered a wrongful loss, owing to the depreciation in the value of the land, not getting permissions to take up any constructions, banks not willing to provide loans, etc.

5. I submit the brief GIST OF THE CASE:

- The combined State of AP was bifurcated into two States as per the law, enacted in Indian Parliament i.e. AP Reorganization Act, 2014 and the state of residual AP came into operation with effect from 02.06.2014.


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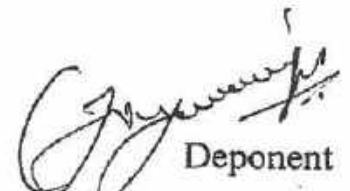
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- Soon after the bifurcation, in the absence of a capital city, it was necessary to identify and to notify a suitable new capital city for the state.
- Prior to June,2014, some of the Realtors like Sri K.P.V Anjani Kumar @ Bobby and Lingamaneni Ramesh & Associates were already holding large extents of Lands near Nambur, Kantheru and Kaza villages of Guntur District.
- On 30.12.2014, the State Government enacted and formulated the A.P. Capital Region Development Authority (CRDA), wherein the APCRDA Act has come into force vide GO Ms No.254 MA & UD(M2)Dept. dt.30-12-2014, of Govt. of AP .It was decided that the new Capital would be in Guntur District spread over in 29 villages of Thulluru, Tadepalli and Mangalagiri Mandals.
- Quoting as an obligation, as per an MoU dated 08-12-2014, the A-1 and A-2 awarded the works of preparation of the Master Plans of the Capital City to a Master Planer on nomination basis. The MoU did not have any legal sanctity or approval of the competent authority.



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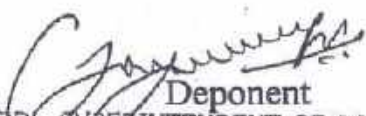


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- As per Sec.4 (2) of APCRDA Act, the Chief Minister of the State shall be the Chairman of APCRDA, while the Minister dealing with department of Municipal Administration and Urban Affairs, will be the Vice-Chairman of the APCRDA.
- When examined Sri Nagulapalli Srikanth, the then Commissioner, APCRDA, he stated that he approved the proposal for inviting Bids for Detailed Master Plan for Capital City and preparation of Land Pooling Scheme and the Bid could not be finalized as both the Bidders who participated turned out to be ineligible. Later, he constituted a committee to suggest a further course of action. Accordingly, the committee recommended for fresh Bids as a second call by revising the eligibility criteria and he approved the same for fresh Bids.
- However, in the review meeting held by Chief Minister on 14th August, 2015 attended by 28 members (Ministers, Capital City Advisory Committee Members, Special Secretaries, Principal Secretaries/ Secretaries), it was concluded to engage the master planner on nomination basis. In the meeting, though the Commissioner specifically explained about calling of tenders and his decision to call for fresh tenders as the second call, the Authority rejected his proposal for calling of Bids and decided to


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engage master planner on nomination basis. Thus, it is evident that the Authority of APCRDA overruled the decision of the then Commissioner to go for fresh tenders and nominated the master planner on nomination basis for an amount of Rs 16.64 Crores including taxes.

- During 1st Authority Meeting by APCRDA, held on 28.08.2015, a Resolution was passed wherein the work was entrusted to the Master Planner on nomination basis in respect of preparation of detailed Master Plan covering 217 Sq. KMs which includes preparation of Layouts, infrastructure plans, cadastral framework for land pooling scheme of Amaravati City at a cost of Rs.16.64 Crores including taxes.
- It is further submitted that the accused A1 & A2 engaged the Master Planner on a nomination basis in violation of extant rules and laws and manipulated the alignment of the Inner Ring Road for the capital city by abusing the official position in connivance with other accused to obtain wrongful pecuniary gains. Further, the accused identified the location of the start-up area of the capital city and purchased lands near and around the start-up area in the names of close relatives and employees of A-2 through sham transactions by having prior knowledge about the location,



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by abusing their official position and later finalised the said location of the start-up near the land bank purchased by A-2 for obtaining wrongful pecuniary gain.

- **Rule 154 & 176 of General Financial Rules-2005 (Single tender enquiry and Consultancy by nomination)** specifically states about Single Source Selection/Consultancy by nomination: The selection by direct negotiation/ nomination, on the lines of Single Tender mode of procurement of goods, is considered appropriate only under exceptional circumstance such as (i) tasks that represent a natural continuation of previous work carried out by the firm; (ii) in case of an emergency situation, situations arising after natural disasters, situations where timely completion of the assignment is of utmost importance; and (iii) situations where execution of the assignment may involve use of proprietary techniques or only one consultant has the requisite expertise. (iv) Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single-source selection in the context of the overall interest of the Ministry or Department. Full justification for single-source selection should be recorded in the file and approval of the competent authority obtained before resorting to such


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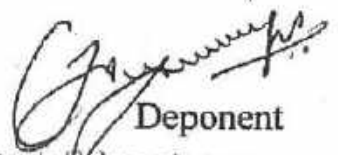

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single-source selection. (v) It shall ensure fairness and equity and shall have a procedure in place to ensure that the prices are reasonable and consistent with market rates for tasks of a similar nature and that the required consultancy services are not split into smaller procurements.

- The Central Vigilance Commission, vide Circular No.23/7/07, Dated the 5th July 2007, on the "Subject: Transparency in Works/ Purchase/ Consultancy - contracts awarded on nomination basis", stated-" 1. Reference is invited to the Commission's circular No.15/5/06 (issued vide letter No.005/CRD/19 dated 9.5.2006), wherein the need for an award of contracts in a transparent and open manner has been emphasized. 2. A perusal of the queries and references pertaining to this circular, received from various organizations, indicates that several of them believe that mere post-facto approval of the Board is sufficient to award contracts on a nomination basis rather than the inevitability of the situation, as emphasized in the circular. 3. It is needless to state that the tendering process or public auction is a basic requirement for the award of the contract by any Government agency as any other method, especially the award of contract on a nomination basis, would amount to a breach of Article 14 of the Constitution,



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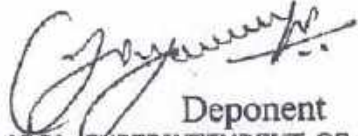


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guaranteeing right to equality, which implies right to equality to all interested parties. 4. A relevant extract from the recent Supreme Court of India judgment in the case of Nagar Nigam, Meerut vs. A1 Faheem Meat Export Pvt Ltd [arising out of SLP (CIVIL) No.10174 of 2006] is reproduced below to reinforce this point. "The law is well-settled that contract by the State, its corporations, instrumentalities, and agencies must be normally granted through public auction/public tender by inviting tenders from eligible persons, and the notifications of the public-auction or inviting tenders should be advertised in well-known dailies having wide circulation in the locality with all relevant details such as date, time and place of auction, the subject matter of auction, technical specifications, estimated cost, earnest money deposit, etc. The award of Government contracts through public-auction/public tender is to ensure transparency in public procurement, maximize economy and efficiency in Government procurement, promote healthy competition among the tenderers, provide for fair and equitable treatment of all tenderers, and to eliminate irregularities, interference, and corrupt practices by the authorities concerned. This is required by Article 14 of the Constitution. However, in rare and exceptional cases, for instance,


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during natural calamities and emergencies declared by the Government; where the procurement is possible from a single source only; where the supplier or contractor has exclusive rights in respect of the goods or services and no reasonable alternative or substitute exists; where the auction was held on several dates but there were no bidders or the bids offered were too low, etc., this normal rule may be departed from and such contracts may be awarded through 'private negotiations'. 5. The Commission advises all CVOs to formally apprise their respective Boards/managements of the above observations as well as the full judgment of the Hon'ble Supreme Court for the necessary observance. A confirmation of the action taken in this regard may be reflected in the CVO's monthly report. 6. Further, all nomination/single tender contracts be posted on the website ex. post-facto."

- > In the 1st Authority Meeting conducted by APCRDA, on 28.08.2015, vide Resolution 1/2015, it was briefly stated that it was resolved to hire Master Planner on nomination basis owing to the Tight timelines stipulated under LPS Rules, 2015 and in the best interest of the Capital City Project.

> **Objections raised by the office of the Accountant General**


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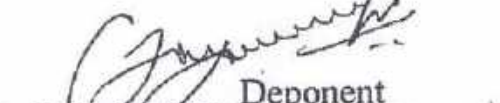
(Audit), AP, Vijayawada against certain irregularities in allotting work to the Master Planner on nomination basis:

- > As certain objections were raised by the Audit Department vide their letter-"AG (Audit) / AMG-I/SSAP-13/CA/2021-22/AE No.32 Date 03.09.2021", the APCRDA gave certain clarifications which were only an admission of the unjustified allotment of work to the master planner on nomination basis.
- > a) Smt. K. Nagasundari, Director (Planning), APCRDA stated regarding the work of "Consultancy Services for preparation of revised Master Plan and Land Pooling Schemes (LPS) entrusted to the master planner.

For the earlier Tender called on 19.6.2015, two bidders, namely M/s Stantech Consulting Pvt. Ltd, Ahmedabad and M/s Aarvee Associates Pvt. Ltd., Hyderabad who participated in the tender process were disqualified in terms of eligibility criteria, and it was felt that going for a fresh Tender will consume two more months of time to finalize the consultant. *(Here it is noteworthy to mention that a) the APCRDA avoided assessing the master planner in terms of the same eligibility criteria applied in respect of M/s Stantech Consulting Pvt. Ltd, Ahmedabad and M/s Aarvee Associates Pvt. Ltd. Therefore, pecuniary advantage was caused in respect of the Master)*


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Planner. b) After the first tender call, the eligibility criteria were revised as seen in the note file. When the criteria were revised, there should mandatorily have been a fresh tender. But, the process was stopped at this point and the work was awarded on nomination basis).

Added to it, none of the following three essential eligibility criteria cited in the first tender call for the work were ascertained, in respect of the said master planner, prior to the Nomination.

a) Average Annual turnover of Rs.10 Crores during the last five consecutive financial years preceding the proposal due date (PDD) with a minimum of Rs.5 Crores in any financial year as per audited balance sheet- By lead member/any members of JV.

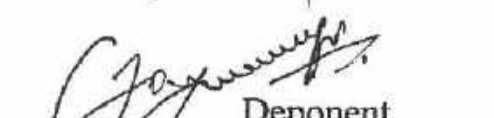
b) Experience of Plan preparation of at least two numbers of Land Pooling Schemes/Town Planning Schemes to a minimum extent of 2 sq. KMs, in the last ten years preceding the PDD in India/World -By the lead member/or any members of JV.

c) Experience in designing of any two Urban Infrastructure Facilities/Utilities in at least two townships of a minimum of 2 sq. KMs in the last ten years anywhere in India or World. By lead member/any members of JV (Proof of experience from the client is a must for the criteria 2 to 3 above).

d) Without any verification, the aspect of "Presumption" was



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12/03/2019

applied to this Company, presuming that the master planner is well versed with the planning works of Capital City Master Plan, city's vision, Goals and strategies. Further, it was mentioned in the file that by the time, the master planner had already gained experience and local knowledge of the APCRDA Capital region and Capital City while preparing the prospective plan and Capital City Master Plans. *This was nothing, but circumventing the tender process.*


e) It was mentioned that the Issue was discussed during the review meeting by Sri N. Chandrababu Naidu, the then Hon'ble C.M, on 14.08.2015, wherein it was concluded to engage the master planner for taking up the detailed Master Plan for Amaravati Capital City Master Plan in view of the shortage of time and the expertise they already gained, and the same was resolved in first authority meeting of the APCRDA on 14.08.2015 vide resolution No. 01/2015.

➤ Therefore, it is clearly established that with dishonest intention, the work was assigned to the Master Planner on nomination basis by avoiding to call for an open tender even without ascertaining the essential eligibility criteria and without any valid grounds of justification.

➤ Thereafter, the Master Planner submitted its Draft Master Plan to


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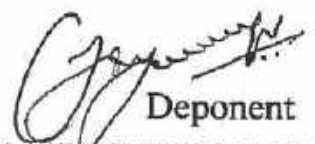

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suit the whims and fancies of the persons officiating at higher levels of the then Govt. of AP and finally was accepted after certain iterations. As part of a conspiracy, with a dishonest and fraudulent intention, the alignment of an Inner Ring Road (IRR) was already incorporated in the draft master plan.

- > Adequate care was taken in alignment of IRR, so as to cause a) Undue advantage to the lands of the above mentioned Lingamanenis, Heritage foods, Ramakrishna Housing and many other Companies and individuals in terms of connectivity, approach, b) Preventing any significant loss of their Lands from acquisition, c) Creation of arterial infrastructure to add maximum value to the Land holdings of certain selected people or Companies involved, d) Spending the funds from the State Exchequer to bestow undue pecuniary advantage through a steep appreciation in the value of the lands owing to the proximity to the arterial roads and other key infrastructure elements.
- > As part of execution of the hidden agenda, the master planner was specially identified and chosen to be given work on nomination basis by the APCRDA in order to legalize the predetermined agenda in respect of alignment of draft Master Plan, including a proposal for IRR, with a malafide intention of causing undue



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advantage in favour of some of the specially chosen persons like Lingamaneni Ramesh and associates, K.P.V.Anjani Kumar@ Bobby (Ramakrishna Housing Pvt., Ltd), M/s Heritage Foods and a few unknown others.

- The APCRDA invited Tenders and accordingly finalized the Tender in favour of M/s STUP Consultants Private Limited for preparation for pre-feasibility and feasibility study and preparing of Detailed Project Report (DPR) of IRR.
- Subsequently, the APCRDA and STUP Consultants Pvt. Ltd., have entered into an agreement on 29.04.2016, containing the following work components: 1) Alignment study based on Satellite imagery, 2) Feasibility Report, 3) Draft DPR, 4) Final DPR.
- Accordingly, STUP submitted final alignment Report on 23.12.2016. The Company mentioned certain options for each section in their report, and APCRDA also agreed to the final report.
- M/s STUP presented three alternative Options for each section of IRR and the details of recommended alignment for each section by the M/s STUP are: **Section-1**: Length: 34.5km - Connects NH 65 near Kachavaram (Hyderabad side) and near Kaza (Chennai side).


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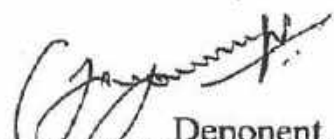
Section-2: Length 24.5 km - Connects NH 16 near Kaza (Chennai side) and NH 16 at Enikepadu on NH 16 (Visakhapatnam side).

Section-3: Length: 36 km - Connects NH 16 at Enikepadu on NH 16 (Visakhapatnam side) and NH 65 near Kachavaram (Hyderabad side).

- > Initially the alignment must utilize the partial stretch of Vijayawada bypass and NH65 till the development of proposed alignment along Kondapalli RF and other hills along Polavaram canal in the north.
- > Some of the conditions incorporated in the RFP (Request for Proposal) and the work order issued for drafting of the IRR are *very Strange, Uncommon and Peculiar. It was stated that the alignment of IRR should, as far as possible, stick to the draft master plan which was prepared by the master planner. It appears that the very purpose of appointing a Consultancy for the study of alignment of IRR is defeated as specific alignment was already fixed and incorporated in the RFP itself for which tender was invited. A preconceived map of the proposed IRR was already designed by the Master Planner to suit the requirements of the people with vested interests and to protect their interests it was incorporated in the Contract Agreement between the APCRDA*


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and the said consultancy (STUP) while entrusting the work.

- For example, with regard to options proposed for Sector -1 of the IRR: NH-65 (towards Hyderabad) to NH-16 (towards Chennai)

. As per the Draft Perspective plan prepared by the master planner, the option suggested starts at NH-65 near Kachavaram, passing through Vykuntapuram, Pedamadduru, Chevapadu, Lemalle, Mothadaka, Badepuram, Tadikonda villages and ends at NH-16 near Chinnakakani. Length of this section is around 37.5 km.

A. Option-1 suggested by M/s STUP Consultants was where the road segment traversed through Kachavaram-Vaddamanu-Tadikonda-Chinnakakani.

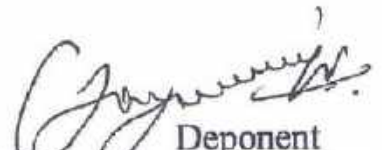
B. Options-2 suggested by M/s STUP Consultants was where the road segment traversed through Mulapadu-Thullur-Sakhmuru-Chinnakakani.

- The Report on the alignment of the IRR submitted by M/s STUP Consultants, contained the following image:

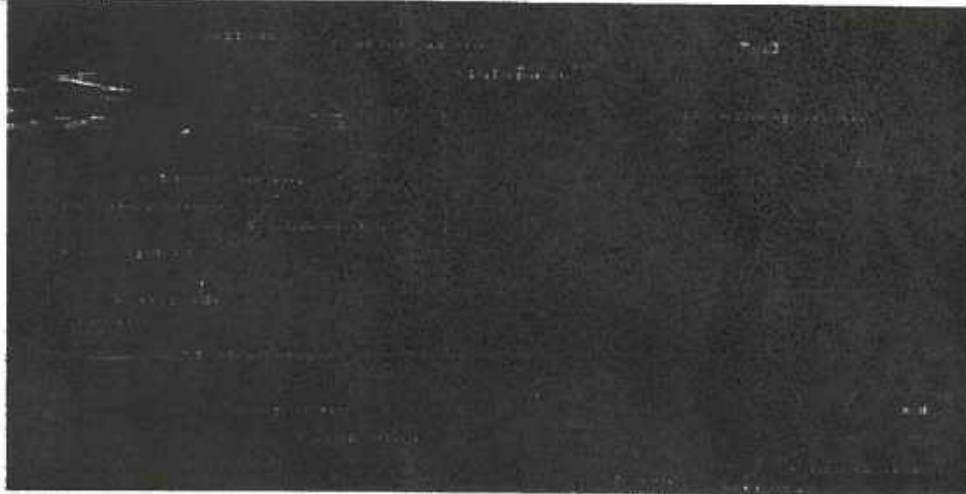


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— Draft Perspective Plan
— Option 1
— Option 2

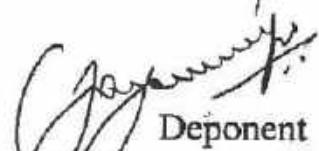
SRM Construction Pvt. Ltd.

AKR102

- > The outer line in this image, stretching from Gollapudi to Chinakakani was the Vijayawada National Highway Bypass. National Highways Authority of India conducted the feasibility study for forming a bypass to Vijayawada in the year 2010 as part of 6-laning of NH-16 (Old NH-5). The length of the proposed bypass is around 47.88 km and the proposed right of way is 60m. The proposed Vijayawada bypass starts at km 1112/044 near Chinakakani and ends at km 1076/480 near Pedda Avutapalle i.e. around 5.5 km east of Airport. The alignment is passing through the new capital i.e. Amaravati, crossing the River Krishna near Venkatapalem village and NH-65 (Old NH-9) near Gollapudi, then running through Ambapuram, Nunna and Kondapavuluru villages. The land acquisition had already mostly been completed by 2012.


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With the land acquired under the land pooling scheme, it was not at all difficult to extend the Right of way to 75metres. However, this segment of road which was the lowest cost option was not mentioned at all as an alternative for the Sector-1 of the IRR. Only the following comparison was projected:

Comparison of Options for Section 1

Sl.No.	Description	Draft Perspective Plan (pink line)	Option – 1 (green colored line)	Option – 2 (blue coloured line)
1	Alignment	Predominantly new alignment except 2.5 km of Guntur–Amaravati Road	Totally new alignment	A stretch of 9 km is along the proposed arterial Road of Amaravati
2	Functionality	Bypass the Regional traffic	Provide direct access to the Amaravati Roads and bypass the Regional traffic	Provide immediate access to Amaravati from Regional Road network and act as internal road
3	Approximate Length (km)	37.5	34.0	27.5


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4	App Length of River Crossing(km)	3.0	2.5	4.0
5	Present Land Use along Alignment	Predominantly Agriculture	Agriculture	Agriculture
6	Environmental Issues	No major Issues	No Major Issues	No Major Issues
7	Social Issues	Major impact in Lemalle and Mothadaka	No Major Issues	No Major Issues
8	Constraints	Accessibility to Amaravati on western side is difficult	No major constraints	Increase pollution within Capital City due to by passable traffic
9	Tentative Const. Cost (Rs in Crores)	1690	1530	750
10	Land requirement for 75mRoW(Acre)	650	585	250


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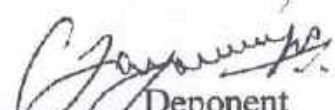

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11	Tentative LA Cost (Rs in Crores)	575	510	220
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- For reasons best known to the accused A1 & A2, who were decision makers in the then Govt. of AP, “option-1” suggested by M/s STUP was selected, despite the fact that it costed to state exchequer Rs 780 crores more than option.2 for construction and needed Rs 290 crores more for land acquisition in Option-1 over Option-2. Compared to option.1 or option.2, the Vijayawada NH bypass costed nothing to the state govt as land was already acquired and entire cost of construction was to be borne by the NHAI. This would have practically saved several hundreds of crores of rupees to the Govt.
- The lands held by the above entities i.e. K.P.V Anjani Kumar (Ramakrishna Housing Pvt., Ltd.), Heritage Foods and the Lingamanenis derived maximum advantages on account of the proposed sections.1 and 2 of the IRR. The design was chosen in such a manner that the Land holdings of the selected persons/Companies did not have to face any significant acquisition for constructing the IRR and the Lands were quite adjacent to the IRR or were at a little distance to it. The alignment of the IRR was


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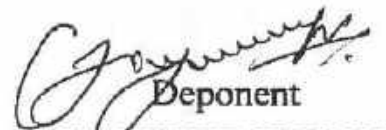

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even more fine-tuned than the one suggested in the Draft Perspective Plan to fulfil the above said vested interests. The reasoning given for selecting only this particular alignment over the other options was very frivolous.

- Contrary to the above choice, if the Vijayawada National Highway bypass were to be the chosen option, there would not have been any undue advantage, especially for the Lingamanenis or Heritage Foods.
- The final alignment of IRR for the AP Capital Region was ratified vide Resolution No.101/2017 in 8th Authority Meeting on 08.02.2017 and the Commissioner, APCRDA was authorized to incorporate the respective land use in master plans and other development plans of AP Capital Region. The alignment options for IRR of 97.5 KMs with 75 meters Right of Way (RoW) and ORR of 186 KMs with 150 Right of Way, along with 500 meters influence Area growth Corridor on either side respectively, potential development Nodes, growth Centres and Satellite Towns were also ratified. 1) Sri N. Chandrababu Naidu, 2) Sri P. Narayana (A2), were among the Members who attended and signed in minutes.
- On 12.02.2018 the CRDA approved Notification of draft IRR in


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the minutes of 14th Authority meeting duly signed by 1) Sri N. Chandrababu Naidu, 2) Sri P. Narayana (A2) and others

- Thereafter, the APCRDA issued a Draft Notification on 17.02.2018 based on the Shape Files received from M/s STUP on 29.01.2018. APCRDA has superimposed the Shape Files on GIS Map and identified the Survey Numbers and Area affected and notified in Draft Notification, the Villages involved, along with Area proposed for acquisition. On receipt of objections, the alignment was modified. 1. To avoid Kavuluru village in Section-3, 2. To Utilize the existing rules in Zonal Development Plan near Penamaluru in Section 2, 3. No change in Section-1.
- Further, modifications were made at interchanges locations and Junction locations, which requires an in-depth investigation. Reducing the Area near the interchanges compromised road safety, which is objectionable and against the standard practices while designing a Road.
- Further, there is a clear mention of evaluation of decisions about the alignment of IRR in Para No-6.3, Page No-72 of the Project Report of APCRDA in the Official Website of the APCRDA: Amaravati Project Report Edition No:2 Status-AP CRDA <https://crda.ap.gov.in> Data Module Files > Reports which was


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mentioned as follows:

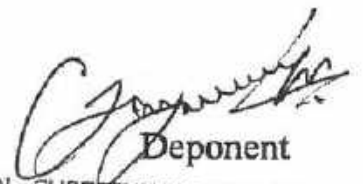
“Various alignment options in IRR for APCRDA were presented, discussed in detail with the Hon’ble Chief Minister and also Hon’ble Minister MA & UD Dept., series of review meetings were conducted on 23.11.2016, 30.11.2016, 07.12.2016 and 14.12.2016 covering various concepts of Ring Road, case studies of Ring Roads, Learning from National and International Case Studies, review in the proposed projects and various master plans of CRDA, Alternative alignment options of IRR. Subsequently, based on the discussions and inputs of three alignment options of IRR, finalized the alignment as per the directions of the then Hon’ble Chief Minister Sri N.Chandrababu Naidu and same was presented in the meetings of head of the departments followed by State Ministers Cabinet Committee Meeting on 15.12.2016”.

➤ **Observations of R&B Dept. on the flaws in the designing IRR:**

As per information gathered through an RTI application, a study was conducted by a Team of Engineers of R&B Dept., Govt. of AP into various parameters which were taken into account before the APCRDA finalized the alignment of IRR, especially the report by M/s STUP. The Engineers of R&B arrived at a conclusion that justifications given for alignment for construction of IRR were


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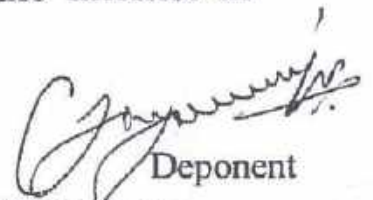
improper.

- **The Observations by the R&B team and the connected aspects enclosed in brackets are:** 1. The Consultant has not done any study for Section 3 and proposed to utilize the Vijayawada bypass and NH65. *(This indicates that the APCRDA was only interested in specifically selecting the alignment of the Section 1, where the Lingamanenis and M/s Heritage Foods owned lands and the Sector 2, to which the lands of RK Housing had the main access).* 2. As per MOM dt.27.9.2016, the proposed draft alignment was agreed by APCRDA i.e. Kachavaram on NH-65, Kaza on NH16, Enikepadu on NH16 and Nunna on Vijayawada bypass, follow Vijayawada bypass up to Gollapudi and NH 65 from Gollapudi to Kachavaram on NH65 and suggested that IRR alignment of Amaravathi must follow the proposed new Regional Railway link alignment in **Western direction**. However, in the final alignment report submitted on 23.12.2016, IRR alignment followed the Regional Railway link on **Eastern direction**. *(This appears only to bring IRR to close proximity of Lands of certain influential persons.)* contains the schematic plan of proposed Rail connectivity between Vijayawada and Guntur Stations via Amaravati. This information is also available on the Internet in



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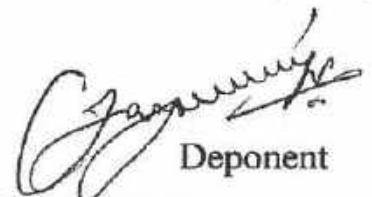
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open source. 3. The Coordinates of New Regional Railway link alignment shared by railways was not shared in the report. 4. The offset between New Regional Railway link alignment and proposed Section 1 alignment (option 2) was not shared. 5. Constructing the IRR alignment on the valley side towards Amaravati capital region is not advisable, as it will cause ponding necessitating more cross drainage structures. It would have been better if the alignment is kept on the other side of Pedamaddur hill range as indicated in the draft perspective plan. *(This again, appears only to have been planned to bring IRR to the close proximity of the Lands of certain influential persons)*. 6. Though no study was done by the consultant for Section 3 and alignment approved by APCRDA was connecting Nidamanuru on NH.16, Nunna on Vijayawada bypass, Gollapudi on NH.65 and followed NH.65 of Kachavaram, Draft notification was issued by APRCDA for alignment, other than the approved alignment, which covers Kondapalli RF. 7. At the interchange and junctions, areas to a tune of 10 to 20 acres is modified (reduced) in final Draft notifications when compared to original notifications. *(This is nothing but a total change of alignment of IRR to protect the interests of certain individuals)*.



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- It is observed that the DPR Consultant did not consider the diversion of Traffic on to Vijayawada bypass, which is under implementation, from Gollapudi to China Kakani parallel to Section 1: The alignment of Section.1 and Vijayawada bypass are one and the same except starting point on NH.65, Vijayawada bypass Starts at Gollapudi, whereas the IRR Starts at Kachavaram on NH.65, which is about 15 KMs from Gollapudi towards Hyderabad. Consultant is not able to provide the distribution of traffic coming from Hyderabad towards Vijayawada City bound, Chennai bound, Machilipatnam bound and Chennai bound. Consultant was asked to collect and verify the traffic details at the following NHAI toll plazas: Keesara, Kaza, Pottipadu and Davuluru to appreciate the traffic pattern and distribution, whereas the consultant has not attended to this point. Hyderabad to Chennai traffic mostly takes detour on NAM (Narkatpalli- Addanki-Medarametla) expressway and most of the traffic after Keesara Plaza will be Visakhapatnam bound, Machilipatnam bound or Vijayawada City bound. The share of traffic towards Chennai is very minimal. The same is evident from the traffic projections made by the DPR Consultant that the traffic projected on IRR is mainly Cars i.e., traffic going to be generated after development of



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Amaravati Capital City Region. The Six lane Vijayawada bypass being constructed by NHAI will cater for the traffic needs till 2040. If proposed Outer Ring Road on Western side could be developed by 2040. The need for construction of IRR for Amaravati at this point of time appears to be inappropriate. It was opined that it was an Extremely expensive project to take up the IRR in the notified alignment as it would have costed Rs 132 crores per kilometre, whereas in the Six lane Vijayawada bypass being constructed by NHAI to serve the same purpose, it was costing only Rs 88 Crores per Kilometre. Executing the above said 6 lane Vijayawada bypass would not have caused any financial burden on the state Government. *(Also, vast tracts of Lands on either sides of this bypass were already acquired under the land pooling scheme by the APCRDA and this would have facilitated in increasing the width of the road, even more without any additional burden of land acquisition process. Whereas, the Inner Ring Road had alignment in entirely another direction, the State Government would have had to bear the complete financial burden for constructing the Road as well as for acquisition of new tract of land which was outside the land pooling scheme zone).*



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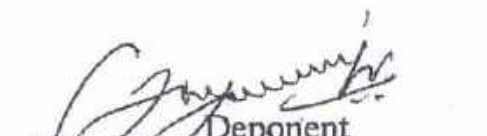
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- When compared to M/s STUP final alignment report, APCRDA original notification and APCRDA draft final notification clearly show that many modifications/changes were done by APCRDA. Unexplained/Unscientific deviations at certain stretches in IRR clearly suggests causing advantage to some of the land holders who were politically influential, prominent personalities who had affiliation to the then ruling party in the Government. Having prior knowledge about the exact alignment of IRR, the said influential individuals/ companies procured lands prior to the notification of the IRR and also, the shape and alignment of IRR was designed in such a way that their lands derived maximum advantage on account of such alignment of IRR.
- **Quid Pro Quo angle:** It is seen that prior to notification of IRR, the Heritage Foods Ltd and Lingamaneni Ramesh & Associates, their companies, their Directors and K.P.V.Anjani Kumar @ Bobby, their Companies entered into a Quid Pro Quo agreement with the A1 & A2, with a dishonest and fraudulent intention as part of criminal conspiracy, wherein they all obtained undue pecuniary advantage. The Lingamanenis and Ramakrishna Housing, who were already holding huge quantity of Lands gained undue advantage by virtue of the shape and design of the alignment of IRR, specifically



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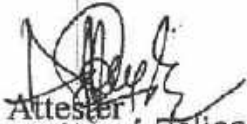
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and the Master Plan and Zonal Plans of Capital Region in general.

- Before June 2nd, 2014 i.e. the day of AP Reorganisation Act came in to force, the Lingamanenis owned about Ac355.34cents in Kantheru, Kaza and Namburu.
- Between June 2nd, 2014 and Dec.31st, 2014 i.e. between formation of residuary State of Andhra Pradesh and the declaration of the Capital City of Andhra Pradesh, the Lingamanenis completed registration on the lands on which they held the General Power of attorney from earlier period , of another Ac. 10.538 Cents in Survey Nos. 368/B, 219/2, 368/B, 374/C, 365, 297, 298 of Kaza Village vide Document No. 6478, 6479, 6480, 6481, 6483, 6485, 6486 in 2014 of SRO Pedakakani on 21-07-2014.
- In the same period, the Lingamanenis initially sold land Ac 4.553 Cents in Kantheru Village to **M/s Heritage Foods Ltd.** The details are as follows:1. **1.35 Acres** in Survey No. 63/2B vide Doc. No. 8026/2014, dt. 08-09-2014 at SRO Pedakakani for Rs.10,80,000/-
. **2.22 Acres** in Survey No. 56 vide Doc. No. 8027/2014, dt. 08-09-2014 at SRO Pedakakani, for Rs.17,76,000/-
.3. **0.983 Acre** in Survey No. 63/1 vide Doc No. 8028/2014, Dt. 08-09-2014 at SRO Pedakakani, for Rs.7,84,000/-.



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- Perhaps, realizing that the conspiracy would be revealed too evidently, M/s Heritage Foods Ltd cancelled the above registration on 07-10-2014 Vide Registered document numbers 8621/2014, 8622/2014 and 8623/2014 of SRO, Pedakakani.
- However, M/s Heritage Foods retained another Acres 8.06 Cents purchased in the adjacent Survey numbers in the same village of Kantheru, Tadikonda Mandal, Guntur Dt. The landbank of the Lingamanenis and that of M/s Heritage Foods was contiguous and both derived similar benefits from the Master Plan and the alignment of IRR.
- As details of the tentative Master Plan started emerging, the Lingamanenis sold land Ac. 26.38 Cents to Vallabha Feeds Private Limited.
- After the Master Plan was notified in the gazette, the Lingamenis sold land to M/S. Capital Newgen Developers LLP- Hyderabad, an extent of **Ac 16.94 Cents** in Survey No. 279-A, 279-B, 278, 280, 283/1 at Kaza Village at an average cost of Rs. 35,00,000/- per Acre vide Document No. 3731/2017 on 02-11-2017 of SRO, Pedakakani. (total transaction value of Rs. 5,92,90,000/-).


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- As seen from the above, there is a clear and rapid appreciation of the lands in the land bank belonging to Lingamanenis. Whereas, they had sold each acre of land for Rs 10 lakhs or below in 2014 as seen from transactions with M/s Heritage Foods Ltd, as soon as the Master plan of the Capital City and the alignment of the IRR were notified, the value of each acre of land shot up to about Rs 35 lakhs per acre as seen from transactions with M/S.Capital Newgen Developers LLP – Hyderabad in 2017.
- This depicts the huge windfall gains for the Lingamanenis, who owned a large land bank of Ac 355.34 cents. This appreciation in the value of the land cannot merely be attributed to the declaration of the Capital City on 31st December, 2014. This land bank was in reality, not a part of the 29 villages declared as the Capital City and located a few kilometres away from either the Vijayawada-Chennai National Highway or the boundary of the Capital City, with a narrow road connectivity. Only the publishing of the Master Plan of the Capital City and the subsequent notification of the Inner Ring Road designed to pass adjacent to the above-said lands led to this large and fast escalation in the value of the land.
- **Nexus between Sri. N. ChandraBabu Naidu(A1), Sri. P. Narayana (A2) with the Lingamanenis and Heritage Foods: A**


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6/10/2019 10:00 AM

Posh and Palatial premises located at Door No. 3-781/1, Karakatta Road, Undavalli village, Tadepalli Mandal, Guntur Dt, which the former CM Sri. N. Chandrababu Naidu(A1), utilized for his residential purpose, as the Official Camp Residence while he was CM and even now while functioning as an MLA and the Leader of the Opposition belongs to Sri. Lingamaneni Ramesh(A3). Sri. N. Chandrababu Naidu(A1) was paid House Rent Allowance as a part of his salary. It means that he was not staying in any governmental accommodation. At the same time, there was no indication that any rent was paid by N. Chandrababu Naidu(A1) to Lingamaneni Ramesh(A3) for utilizing the said premises. If any rent was paid at a fair market price, it would have been reflected in the GST transactions between Sri.Lingamaneni Ramesh(A3), but the A3 never submitted any GST returns and house rent income for this house not reflected in the IT returns of Sri. Lingamaneni Ramesh(A3).

- When Sri. Lingamaneni Ramesh was served a notice dt.27.06.2019 by APCRDA regarding illegal nature of structure constructed by him i.e., the house located at Door No. 3-781/1, Karakatta Road, Undavalli village, Tadepalli Mandal, Guntur Dist., he replied stating, *"As a token of respect, and as part of*

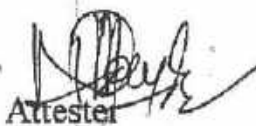

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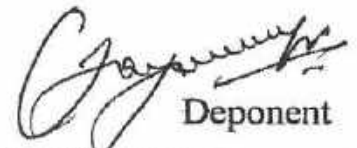

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patriotism, I myself that I should contribute the extent possible for the development of the Capital, I invited and permitted the State to utilize the subject matter land along with structures therein either for the residence of the then Hon'ble Chief Minister or for such other public purposes, since there is no infrastructure, soon after the bifurcation of the State of Andhra Pradesh into two States. The good gesture is bonafide and in the interests of the State at large."

- > Also, it can be seen from the letters written by Sri. N Chandrababu Naidu to General Administration department, that he was staying in the said house when he was the CM and even now. This information was not disclosed Sri. by N. Chandrababu Naidu, at any point of time during his participation in the decision-making processes of APCRDA, such as the Authority meetings. Also, the claim of Sri. Lingamaneni Ramesh that his house was contributed towards the welfare of the state is only a facade to cover the actual fact that it was kept at the disposal of Sri. N. Chandrababu Naidu as a quid-pro-quo/ illegal gratification for the gains which accrued to him from the Master Plan for the Capital City, the alignment of IRR and Zonal Development Plans for Kantheru, Kaza and Namburu villages.


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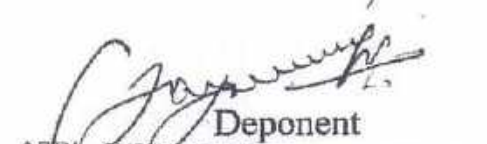

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➤ Sri. N.Chandrababu Naidu, who has been elected as MLA from TDP, from Kuppam Assembly during 2014, submitted an affidavit to the Election Commission of India and the details of this affidavit are also available in one of the websites over internet in www.myneta.info. Some of the contents in the said affidavit reflect that Smt. Nara Bhuvaneshwari, wife of Sri. N. Chandrababu Naidu is holding as many as 53,30,826 number of Market Shares of the Company M/s Heritage Foods Limited. Also, Sri. N. Chandrababu Naidu was the Founder of the said Company, which was started during 1992 and the same is available in the profile of the Company (Website https://en.wikipedia.org/wiki/Heritage_Foods). At present, Sri. Nara Chandrababu Naidu may not be holding any position in the said Company, as one of the Directors or otherwise. However, the Company Profile of M/s Heritage Foods Limited shows that Smt. Nara Brahmani Lokesh is present Executive Director. She is none other than the Daughter-in-law of Sri Nara Chandrababu Naidu. This shows the relationship between Sri. Nara Chandrababu Naidu, and M/s Heritage Foods Ltd, which stood to gain directly from the notification of the alignment of IRR and the Zonal development Plan for Kantheru village. M/s Heritage Foods purchased lands


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only in Kantheru village, Tadikonda Mandal in all of Guntur and Krishna Districts put together (i.e. the APCRDA region) in the period from 2014 to 2019. It is not a mere coincidence that M/s Heritage Foods purchased lands in a particular area in Oct, 2014 and the adjacent area gets notified as Capital City in Dec, 2014 and IRR gets notified in the same vicinity in Feb, 2018.

- From the above, it can be seen that IRR was designed in such a manner that it passed just adjacent to the lands belonging to Lingamanenis and M/s Heritage Foods. Further, a total extent of 307 Acres of land in respect of Lingamanenis was found just adjacent to proposed IRR alignment, which is a very huge advantage caused for said lands. In order to frame the alignment adjacent to the lands of Lingamanenis, a meagre extent of Ac.6.77 cents only was proposed to acquire under IRR. The rest of land bank of Lingamanenis, too, was located a few meters away from the alignment notified for IRR. The cadastral maps of this area indicate that very little land belonging to Lingamanenis was to undergo acquisition. At the same time, the innocent small and medium income group farmers located in the adjacent areas were to lose their lands through acquisition. This is a merciless manipulation of decision making Authority to cause wrongful gain


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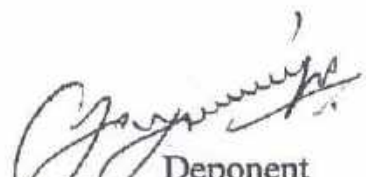
to preferred persons and wrongful loss to others.

- **Tailor-made alignment to the benefit of selected parcels of lands:** For example, it is seen that near to Kaza(V), Mangalagiri(M), lands in Survey Numbers 218, 219, 293, 297, 298, 368, 374, 365, stand in the names of Lingamanenis. On minute examination in respect of the alignment of IRR, the following can be observed: Whereas, the IRR runs on a radial/ circular course all long, the curvature suddenly gives way to a straight line alignment from Survey number 298 to 113, running through Sy.no 374 of Kaza village from west to east. This sudden change in the radial nature of the alignment appears to have been designed to cause wrongful advantage to a piece of land to an extent of Ac3.78 cents in survey number 365 of Kaza village, belonging to Lingamanenis. The above said lands of Lingamanenis are spared from being notified for acquisition under the IRR or are effected very minimally. Beyond this, the curvature resumes again abruptly. Such sudden changes in curvatures create accident prone zones. The principles for designing a Ring road which ought to have a smooth curvature were thus violated to benefit some persons, even at the risk of creating accident prone zones.



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- Throughout the decision-making processes, neither Sri. N.Chandrababu Naidu nor Sri.P.Narayana (A2) disclosed their association with Heritage Foods or Lingamanenis or Ramakrishna Housing. They did not rescue themselves from the deliberations despite there being a clear conflict of interest.
- The facts referred above are evident that Sri. N.Chandra Babu Naidu (A1), Sri. P.Narayana (A2) and others who were at the helm of affairs and direct participants in selection of the agencies for designs and drawings of the Master plan for the Capital city and IRR designedly and in a calculated manner as part of their conspiracy to provide undue enrichment to the Lingamaneni group of companies, Sri.K.P.V.Anjani Kumar, M/s Rama Krishna Housing Pvt. Ltd, Heritage Foods, etc., and at the cost of the public exchequer, and in abuse of their official position entrusted the work of making designs of Capital city area to the companies which will act to their tunes and in defiance to the Tender process related laws, rules and directions of Supreme Court of India.

Selection of seed Capital area to suit the interests of Sri. P. Narayana:

- ❖ The A-1 & A-2 in pursuance of the MoU, held discussions with the Master Planner and identified the location of the start-up area


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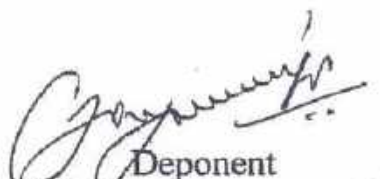
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(Lingapayapalem, Uddandaryunipalem and Tallayapalem). Based on the discussions, the Master Developer submitted revised proposal for the development of the start-up area, in March 2016. But, by that time, the A-2 in June, July and August 2015 purchased 58.00 acres of agricultural lands in and around the said selected Seed Development/start-up area, for Rs 3,69,45,500/- in the names of his close relatives and employees by transferring huge amounts to their accounts just before purchase of the said agricultural lands.

- ❖ When the Master Planner gave 3 options on the location of the Seed Capital area of 1691 Acres, Sri. N. ChandraBabu Naidu and Sri.P. Narayana finalized the location in such a manner that the seed capital was designed just adjacent to the about 58 Acres of land acquired in the name of the family members and relatives of Sri. P. Narayana as benamis,utilizing the funds provided by Sri. P. Narayana.
- ❖ Thus, the decisions taken by A-1 & A-2 in finalizing the location of the Start-up area formed the basis for the submission of the revised proposal. By that time, the A-2 in June, July, and August 2015 purchased lands in and around the Seed Development area. Thus, for the sake of appreciation of the value of the above-said lands purchased by A-2 with ulterior motives, the A-1 in connivance with A-2, finalized the location of the start-up area.


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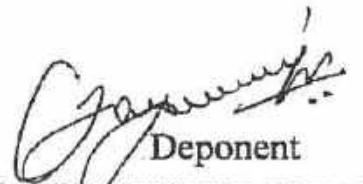
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- ❖ As a part of the criminal conspiracy, the A-1 & A-2 together played the roles of Nominating a Master Planner on a nomination basis and manipulating the planning process through the APCRDA under their control
- ❖ Apart from selecting the area for development of the Start-Up Area, as per the land bank held by the A-2 and others, they also gave commitments which were financially quite burdensome and detrimental to the state exchequer, such as;
 - . Commitment to spend Rs 5551.46 Crores {Rs 2554.31 Cr for Phase-I, Rs 2256.41 Cr for Phase-II and Rs 740.74 Cr for Phase-III} within 24 months for the development of the arterial infrastructure to the Start-Up Area.
 - i. Agreeing to the condition that the Start-Up Area would be the first one to be developed in the entire Capital City for the sake of appreciation of A-2's lands.
 - ii. The structures such as the residences of the Governor, Chief Minister, Legislators, the State Legislature, the High Court etc., would not be developed anywhere else other than the area specified in the Master Plan. (These being very close to the land bank of the A-2 and other accused).



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PARA WISE REMARKS:

Para No.1: It is humbly submitted that the final notification in respect of the Inner Ring Road was issued by the APCRDA on 31.12.2018 and the Consultants also submitted village wise and survey number wise extent of land to be acquired by the Authorities. Further process of formation of IRR is under the purview of APCRDA.

There is a prima facie material to establish that the IRR alignment was conveniently prepared to benefit certain people who are close associates of the decision makers i.e. A1 & A2.

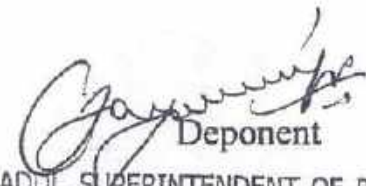
Para No.2: No remarks called for.

Para No.3: It is respectfully submitted that,

- a. The then Chief Minister, Sri.N.Chandrababu Naidu A.1, and the then Minister, Sri.P.Narayana A.2 proactively negotiated with the officials of the designated Master Planner for the Capital City and invited them to participate in various activities pertaining to the Capital city area, such as preparation of Master plan, the proposal for seed Capital area, etc.
- b. The then Chief Minister, Sri.N.Chandrababu Naidu A.1, the then Minister for MA&UD, Sri.P.Narayana A.2, offered to the officials of the Master Planner that they


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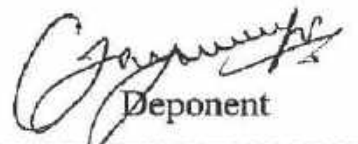

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would provide the task of preparing the Master Plan for the Capital city area to Master Planner on "nomination" basis, in contravention of the extant laws and rules.

- c. Subsequent issuing of the work order related to preparing the Master Plan for the Capital city area to the Master Planner on a "nomination" basis by the APCRDA, where the A.1 then Chief Minister, Sri.N.Chandrababu Naidu and A.2 the then Minister, Sri.P.Narayana were the ex-officio Chairman and ex-officio Vice-Chairman of Andhra Pradesh Capital Region Development Authority, respectively.
- d. The Master Planner was actively guided by the officials of the APCRDA on the design of the Master Plan of the Capital City area. This turned out ultimately to be in accordance with the personal pecuniary benefits of the accused.
- e. A stipulation was imposed on M/s STUP Consultants hired to prepare the detailed project report and alignment for the Inner Ring Road, that the alignment should adhere to the alignment provided in the Revised Detailed Master Plan of the Capital city prepared by the Master Planner.



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- f. Alignment of the Inner Ring Road was modified through several iterations to suit the wrongful gains and personal financial interests of the accused, despite the finally selected option being expensive and inappropriate as per the topographic and hydrological features. On the other hand, the farmers who were not associated with the decision-making suffered the ill consequences of their lands being notified under the Inner Ring Road alignment.
- g. The Zonal development plans, too, were proposed to suit the real estate interests of the accused for their wrongful gains. The location of the Seed Capital Start-Up Area of 1691 Acres, which has to be developed on a top-most priority basis, incurring about Rs. 5500 Crores of expenditure was decided by the A1 & A2, after the A2 acquired land bank of 58 Acres, adjacent to the land parcel, finally designated as Start-Up Area.
- h. Planning is a process that includes decision-making on the allocation of resources after evaluating the costs and benefits of various options available to execute a project. During the initial days of planning for the capital city, there were multiple instances where such due diligence



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had to be done in terms of selecting the master planners, evaluating the plans submitted by the planning agencies, selecting the modalities to execute the infrastructure works and to finalize the plans for the capital city. The accused mentioned herein , misused the power of decision making and the resources vested in them for their personal gain.

- i. The accused hatched a conspiracy by misusing the privileged information to which only the main accused had access, creating a facade of an International Memorandum of Understanding and quoting the same for selecting the Master Planner and controlling the work of the master planner through the APCRDA on which the main accused A1 & A2 had complete control by virtue of their position, steering the decision making in the selection of the plans for the capital city. In such a manner that there was a wrongful gain for the accused and their associates and at the same time a wrongful loss to the state exchequer and other private individuals. The A1 and A2, conspired to gain benefits from: (i) the location of the Seed Capital/startup- area and (ii) The design of the Inner Ring Road.


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Para No.4: It is further humbly submitted that, during the detailed investigation, prima-facie has been established against the accused A1 /petitioner herein.


Para No.5: It is further submitted that, the petitioner herein/A-1 along with A2 conspired with other accused since the beginning, i.e. engaging the master planner of their choice through nomination basis in violation of the extant Laws & Rules and get prepared the Master Plans to suit the whims and fancies of the prime accused A1 & A2 and their associates for their pecuniary benefits and wrongful gains and thereby caused wrongful loss to general public and state exchequer.

Para No.6: It is further submitted that, the petitioner herein/A1 get framed the IRR alignment nearer to the lands of his close associates due to which the land values are escalated abnormally and thereby the other accused got pecuniary benefits and the involvement of A1 & A2 has been clearly established.

Para No.7: It is respectfully submitted that, the prime accused A1 & A2, who are Chairman & Vice-Chairman of APCRDA, notified the alignment of IRR. The notification of IRR alignment was not de-notified and hence the notification issued by A1 & A2 through


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APCRDA is still in force. Further process of formation of IRR is under the purview of APCRDA.


Para No.8: It is respectfully submitted that, the framing of IRR alignment caused escalation to the lands of associates of A1 & A2, who are holding lands adjacent to the IRR alignment sold their lands at a higher values and thereby got huge wrongful gains.

Para No.9: It is respectfully submitted that, the framing of IRR alignment has been framed by the master planner as per the directions of the A1 & A2, who fraudulently get changed the alignment of IRR nearer to the lands of their associates, notified the lands of gullible peasants and thereby caused wrongful loss to them.

Para No.10: It is respectfully submitted that, huge number of public, who are victims of the IRR alignment, objected the alignment proposal and suggested several other alternatives. But, the A1 & A2 did not consider their representations and finalised the IRR alignment in favour of their associates by notifying the lands of other public for acquisition and thereby caused huge mental agony to them.

Para No.11: It is further respectfully submitted that, the accused A1 & A2 framed the IRR alignment adjacent to the lands of their close associates, for which around Rs.4.46 Crores was paid to the consultant from the funds of the public exchequer.


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Para No.12,13 & 14: It is submitted that, a memo was filed before the Hon'ble trial court altering the sections of law from 13(1)(a) of PC Act 1988 to 13(1)(c)&(d) of P.C. Act 1988 along with other IPC provisions.

Para No.15:No remarks called for.

Para No.16:It is respectfully submitted that, a preliminary enquiry was conducted into this matter before registration of the case. The Preliminary Enquiry concluded that it can be seen that there were elements of 1) Conspiracy among various government officials and private individuals, Acts done by several persons in furtherance of common intention, evidently with the knowledge that such actions were crimes, with several commissions and omissions in the decision-making, multiple persons contributing on different aspects of the overall conspiracy. 2) Public servants disobeying the law, with intent to cause injury to other persons, (such as the farmers whose lands got wrongfully notified for acquisition under the IRR, for the benefit of others). 3) Public servant framing an incorrect document with intent to cause injury (such as the approval of the options given for the IRR based on vested interest) and 4) Criminal misconduct by a public servant. As per the outcome of the preliminary enquiry, it is clear that


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the prima-facie was established against the accused A1 and others who played their respective roles in the commission of the offences.

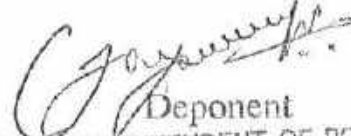
Para No.17: No remarks called for.

Attachment of Properties:

The former CM, Sri. Nara Chandra Babu Naidu (A1), the former Minister for MA&UD, Sri Ponguru Narayana (A2) and others who were at the helm of affairs in selection of the agencies for designs and drawings of the Master plan of the Amaravathi Capital City, alignment for the Inner Ring Road (IRR) and the Seed Capital intentionally and in a calculated manner, conspired to provide undue enrichment to the Lingamaneni group of companies, M/s Heritage Foods, etc., and at the cost of the public exchequer, and in abuse of their official position entrusted the work of making designs of IRR, Capital city area and Seed Capital to the companies which worked as per their directives. A1 appropriated the house of A3 on free of cost as a quid-pro-quo and illegal gratification, for causing huge wrongful gains to A3, A4 and their entities, by framing the IRR alignment adjacent to the lands of A3, A4 and their entities.

Further, Sri Ponguru Narayana (A-2), the then Hon'ble Minister, MA&UD Department, played a key role in fixing the location of the start-up area, owing to his position as the Vice-Chairman of the


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APCRDA, using the prior privileged information about the location of the Start-up Area, purchased Acres 58.00 cents of Agricultural lands located in and around the Start-up area during June, July, and August 2015 for Rs 3,69,45,500/- in the name of his close relatives and employees viz., Sri.Potturi Prameela, Rapuru Sambasiva Rao, Sri.Avula Muni Shankar and Varun Kumar Kothapa and Sri.Gullapalli Jagadeesh who is a friend of K.P.V.Anjani Kumar, MD, Ramakrishna Housing Pvt. Ltd., by transferring huge amounts into their bank accounts. Sri Ponguru Narayana (A-2) those lands were jointly offered to APCRDA for land pooling. The APCRDA in return, allotted the reconstituted plots to the above persons jointly in Lingayapalem, Uddandarayunipalem, and Mandadam villages and also paid annuity of Rs 1,92,11,482/-.

The Addl.DGP, CID, AP, Mangalagiri, addressed the Principal Secretary, Home Department, Govt. of Andhra Pradesh, for issuing orders for attachment of the immovable properties, i.e. house of Lingamaneni Ramesh A3 and returnable plots and Agricultural lands belongs to benamis of A2 and for attachment of amount equal to Annuity under the provisions of Criminal Law Amendment Ordinance, 1944 for preventing the disposal or concealment of the ill-gotten wealth.


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The Principal Secretary, Home Department, Govt. of Andhra Pradesh, issued orders vide G.O.Ms.Nos.89 & 90, Home (SC.B) Department, dated.12.05.2023, authorizing the Investigation Officer for attachment of the house which is shown in the Annexure as immovable property, i.e. house of Lingamaneni Ramesh A3 and returnable plots and Agricultural lands belongs to benamis of A2 and for attachment of amount equal to Annuity, under section 3 of Criminal Law Amendment Ordinance 1944, for preventing the disposal of the property.

Further, the Investigation Officer filed an application u/s.3 of Criminal Law Amendment Ordinance 1944, before the Hon'ble Court of SPE & ACB Cases, Vijayawada, with a prayer to pass Ad-Interim Orders for Attachment of the above said properties i.e. house of Sri Lingamaneni Ramesh (A3) and returnable plots and Agricultural lands belongs to benamis of A2 and for attachment of amount equal to Annuity. In the result, the Hon'ble Court of SPE & ACB Cases, Vijayawada, issued order on 30.06.2023 vide Crl.M.P.No. 534/2023 & 535/2023, to attach the said properties restraining the respondents either from transferring or alienating or making any transactions over the said properties in any manner. The Hon'ble Court also issued



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notice to respondents as provided under Sec.4(2)(3) of Criminal Law (Amendment) Ordinance, 1944.

Filing of P.T. Warrant petition against A1 in concerned court:

It is submitted that in connection with FIR in Crime No. 29 of 2021 of CID Police Station, AP, Amaravati, Mangalagiri the accused has been arrested and has been duly remanded on 10.09.2023 to judicial custody and is at present lodged in the Rajahmundry, Central jail.

It is humbly submitted that The IO in that case has already filed Crl. M.P. No. 1108/2023 before the Special Court seeking police custody which is now subject to the interim orders passed by this Honourable Court on 13.09.2023 in Crl.P.No. 6942 Of 2023 filed by the very same accused seeking quash of the said crime. The petitioner has also filed Crl. M. P. No. 1167/2023 for regular bail and has also sought interim bail vide Crl. M.P. No. 1166/2023 in Crl M. P. No. 1167/2023 on 14.09.2023 . The hearing of the same is adjourned to 19th September, 2023 by the Honourable Special Court. It is humbly submitted that the investigation officer filed a Prisoner Transit Warrant Petition vide CF No.2772 of 2023, before the Trial Court on 11.09.2023, for producing the accused Sri Nara Chandrababu Naidu (A1), who was arrested in Cr.No.29/2021 and lodged in Central Prison, Rajahmundry, before the trial court for granting judicial


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custody in this case also and the petition is pending before the said trial court.

It is further humbly submitted that the concerned investigation officer filed an accused adding memo on 19-09-2023 in Cr No 24/2021 u/s 166,167,418,465,468,471,406,409,506 r/w 120(B) IPC and 13(2)r/w 13(1)(c) (d) of the Prevention of Corruption Act 1988 which was registered on 9-9-2021 of CID P.S. AP, Mangalagiri and a Prisoner Transit Warrant Petition was also filed before the Trial Court on 19.09.2023, for producing the accused Sri Nara Chandrababu Naidu (A1), who was arrested in Cr.No.29/2021 and lodged in Central Prison, Rajahmundry, before the trial court for granting judicial custody in this case also and the petition is pending before the said trial court.

The A1 is a former CM, leader of a political party and is an influential politician. If he is released on bail, he would tamper with the records and also threaten the witnesses and thereby hamper the investigation and cause hindrance to the fair and transparent investigation. Since there is substantive evidence against the petitioner Sri Nara Chandrababu Naidu (A1), his bail petition may kindly be dismissed.



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For the reasons stated above, it is, prayed that this Hon'ble Court may be pleased to dismiss the CrI.P. No. 6965 of 2023 in the interests of justice.

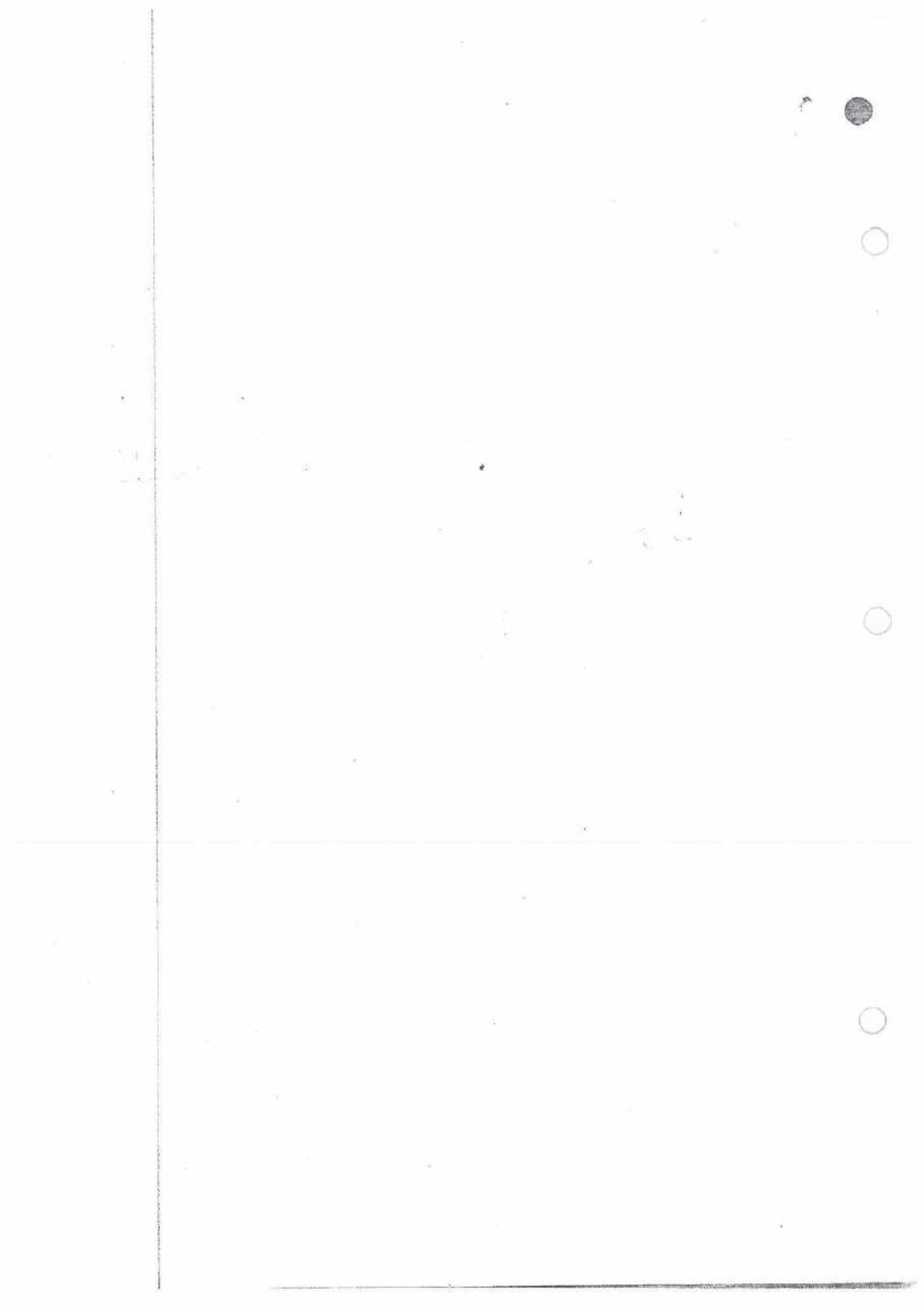
Sworn and signed before me on
this the 19th day of September, 2023



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Dec-1

From
Sri M. Nagi Reddy, B.Com, B.Ed,
Tahsildar,
Tadepalli Mandal.

To
The Addl. Superintendent of Police,
EOW-II, C.I.D.,
Pathuru Road, Tadepalli.

Rc.No.244/2023-B, Dt:-13-03-2022

Sir/Mam,

Sub:-Investigations - EOW-II, C.I.D - Information sought related to the resident details - Information furnished - Reg.

Ref:-1.Lr from Addl. Supdt of Police, EOW-II, C.I.D, Tadepalli Mandal, Dt:-13-03-2023.

2.Inquiry report of Village Revenue Officer, Undavalli Dt:-14-03-2023.

I invite your attention to the subject and reference cited;

In the reference 1st cited, Addl. Supdt of Police, EOW-II, C.I.D, Tadepalli Mandal has sought the following information related to Cr.No.16/2022.

1. How many houses are located in D.No.3-781/1 (Old No), 17-3-781/1 (New No), Karakatta road, Undavalli village, Tadepalli mandal, Guntur district?
2. On whose name the houses(s) in D.No.3-781/1 (Old No), 17-3-781/1 (New No) Karakatta road, Undavalli village, Tadepalli mandal, Guntur district, is existing?
3. Details of residents, who are at present residing in D.No.3-781/1 (Old No), 17-3-781/1 (New No), Karakatta road, Undavalli village, Tadepalli mandal, Guntur district as per the Voter Identity Cards existing with said D.No.3-781/1 (Old No), 17-3-781/1 (New No)?

In the reference 2nd cited, Village Revenue Officer, Undavalli village of Tadepalli mandal has furnished report on the above mentioned issue. The details are shown below.

In reply to point-1 and point-2:-

The Tahsildar, Tadepalli mandal is not the competent authority to deal with the questions mentioned in the point-1 and 2. The Panchayat Secretary in rural areas and Commissioner in urban areas are the competent authorities to provide information related number of houses and their door numbers.

In reply to point-3:-

Based on the inquiry report of Village Revenue Officer, Undavalli village Sri Nara Chandrababu Naidu, Smt Nara Bhuvaneshwari, Sri Nara Lokesh, Smt Nara Brahamini are the residents of the D.No.3-781/1 as per the present voter list of polling station no.16 in Undavalli village of Tadepalli mandal. Relevant copies of the electoral rolls enclosed herewith.

Yours faithfully,


Tahsildar
Tadepalli Mandal


J. Jayaram
20/03/23


J. Jayaram
20/03/23

Number of Record Found: 1

पहचान पत्र क्रमांक/Voter ID No: NYT1463520

नाम/Name	चन्द्रबाबु नायडु नारा / CHANDRABABU NAIDU NARA	पत्नी/पति/पुरु का नाम/ Wife/Husband/Spouse Name	खरजूहा नायडु नारा / KHARJUHA NAIDU NARA
लिंग/Gender	M	उम्र/Age	73
राज्य/State	Andhra Pradesh	विधान सभा निर्वाचन क्षेत्र/ Assembly Constituency	Mangalagiri - 87
पहचान पत्र क्रमांक/ Voter ID No	NYT1463520	संसदीय निर्वाचन क्षेत्र/ Parliamentary Constituency	Guntur
भाग संख्या/Part Number	16	भाग का नाम/Part Name	Undavalli
मतदाता क्रमांक/Sadal No	937	मतदान केंद्र/Polling Station	Undavalli

आचार्य


TAHSILDAR
Tadepalli Mandal
Guntur District.

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Number of Record Found: 1

पहचान पत्र क्रमांक/Voter ID No: NYT1463538

नाम/Name	शुभान्सवारी नारा SHUBHANSWARI NARA	मूल-पिता/पति/सुर का नाम/ Parent/Spouse Name	श्री. चंद्रबाबु नाइडु नारा CHANDRABABU NAIDU NARA
लिंग/Gender	♀	उम्र/Age	61
राज्य/State	Andhra Pradesh	विधान सभा निर्वाचन क्षेत्र/ Assembly Constituency	Mangalagiri - 87
पहचान पत्र क्रमांक/ Voter ID No	NYT1463538	संसदीय निर्वाचन क्षेत्र/ Parliamentary Constituency	Guntur
भाग संख्या/Part Number	15	भाग का नाम/Part Name	Undavalli
नवदता क्रमांक/Serial No	898	मतदान केंद्र/Polling Station	Undavalli

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TASKILDAR
 Tadepalli Mandal
 Guntur District.

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 20/12/23

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Number of Record Found: 1

पहुचान पत्र क्रमांक/Voter ID No: NYT1463546

नाम/Name	लक्ष्मण नारायण LOKESH NARA	माता-पिता/पति/पुरु का नाम/ Parent/Spouse Name	चंद्रबासु नारायण नारा CHANDRABASU NARAY NARA
लिंग/Gender	M	उम्र/Age	40
राज्य/State	Andhra Pradesh	विधान सभा निर्वाचन क्षेत्र/ Assembly Constituency	Mangalagiri - B7
पहुचान पत्र क्रमांक/ Voter ID No	NYT1463546	संसदीय निर्वाचन क्षेत्र/ Parliamentary Constituency	Guntur
भाग क्रमांक/Part Number	16	भाग का नाम/Part Name	Undavalli
समावेशन क्रमांक/Social No.	909	मतदान केंद्र/Polling Station	Undavalli

SEARCH RESULT

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TAHSILDAR
 Jateppalli Mandal
 Guntur District.

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21/3/23

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21/3/23

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Number of Record Found: 1

पहचान पत्र क्रमांक/Voter ID No: NYT1463553

नाम/Name	प्राचीन नारा BRAHMANI NARA	माता-पिता/पति/पति का नाम/ Parent/Spouse Name	लोकेश नारा / LOKESH NARA
लिंग/Gender	F	उम्र/Age	38
राज्य/State	Andhra Pradesh	विधान सभा निर्वाचन क्षेत्र/ Assembly Constituency	Mangalagiri - B7
पहचान पत्र क्रमांक/ Voter ID No	NYT1463553	संसदीय निर्वाचन क्षेत्र/ Parliamentary Constituency	Guntur
भाग संख्या/Part Number	16	भाग का नाम/Part Name	Undavalli
सूचीकरण क्रमांक/Serial No	810	मतदान केंद्र/Polling Station	Undavalli

पहचान पत्र क्रमांक

TAKSILDAR
Tadepalli Mandal
Guntur District.

20/11/23

अ. नारा

పోటో ఓటర్ల జాబితా 2023 S01 ఆంధ్ర ప్రదేశ్

కానుస సభ నియోజక వర్గం నెంబరు, ఏరు మరియు రిజిస్ట్రేషన్ పరిస్థితి : 87 - మంగళగిరి (పాఠాఠణ)		భాగం సంఖ్య 16			
కానుస సభ నియోజక వర్గం ఉన్నట్టి పార్లమెంటు నియోజక వర్గం (వర్గాల) నెంబరు, ఏరు మరియు రిజిస్ట్రేషన్ పరిస్థితి : 13 - గుంటూరు					
1. సవరణ వివరాలు					
సవరణ సంవత్సరం	2023	జాబితా గుర్తింపు			
అర్హత తేదీ	01-01-2023	ప్రత్యేక సూచీపు సవరణ-2023 కు ముందు ఉన్న, ప్రత్యేక సూచీపు సవరణ-2022 మూల జాబితాను అన్ని అనుబంధములలో (నిరంతర తాళ ప్రక్రియలో సహా) సమగ్రపరచడంతో మరియు ప్రత్యేక సూచీపు సవరణ, 2023 క్రింద చేపట్టిన చేర్పులు తో జాబితాలు మరియు సంఖ్యలలో క్రోడీక అనుబంధం-1			
సవరణ రకం	ప్రత్యేక సూచీపు సవరణ 2023				
ప్రచురణ తేదీ	05-01-2023				
2. భాగం మరియు పోలింగ్ విస్తీర్ణం వివరాలు					
భాగంలోని విభాగాల సంఖ్య మరియు పేర్లు					
1. ఏయింట్ పోలింగ్ కేంద్రం	ప్రధాన పట్టణం / గ్రామం	:	ఊడపల్లి		
2. ఏయింట్ PWD వర్గ సావిత్రీ కేంద్రం	పోలింగ్ స్టేషన్	:	ఊడపల్లి		
3. ఏయింట్ క్రీడస్థల వార్డు	చూడలం	:	ఊడపల్లి		
4. ఏయింట్ తామి క్రియ అసెంబ్లీ లోన్	అనుసూయ కేవలం	:	రెవారి		
5. ఏయింట్ అసెంబ్లీ లోన్	జిల్లా	:	గుంటూరు		
669. ప్రధాన భాగం ఓటర్లు	పిన్	:	522501		
3. పోలింగ్ కేంద్రం వివరాలు					
పోలింగ్ కేంద్రం సంఖ్య మరియు పేరు :	పోలింగ్ కేంద్రం రకం (పురుషులు/స్త్రీలు/పాఠాఠణ)		పాఠాఠణ		
ఊడపల్లి	ఈ భాగంలో మొత్తం సహాయక పోలింగ్ కేంద్రాల సంఖ్య		0		
పోలింగ్ కేంద్రం చిరునామా:	గారి తామింట్ల పీఠాఠాఠంట్ల మండలపరిషత్ అసెంబ్లీ స్టేషన్ క్యూరే, పడమట భాగం, ఊడపల్లి మండల పాలకూడ గారి ఊడపల్లి				
4. ఓటర్ల సంఖ్య					
ప్రారంభ క్రమ సంఖ్య	ముగింపు క్రమ సంఖ్య	నికరంగా ఉన్న ఓటర్లు			
		పురుషులు	స్త్రీలు	నల్ల తొండర్	మొత్తం
	1169	682	584	0	1166

ఓటరు నమోదు అధికారి సంతకం

TAHSILDAR
Tadepalli Mandal
Guntur District.

20/3/23

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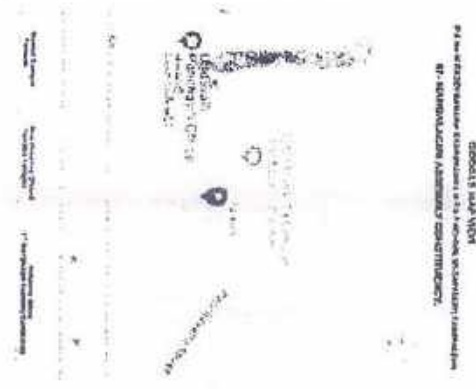
62-

2

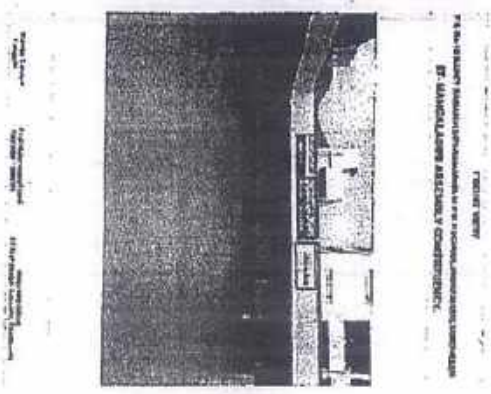
Nazri Naksha



Google Map View



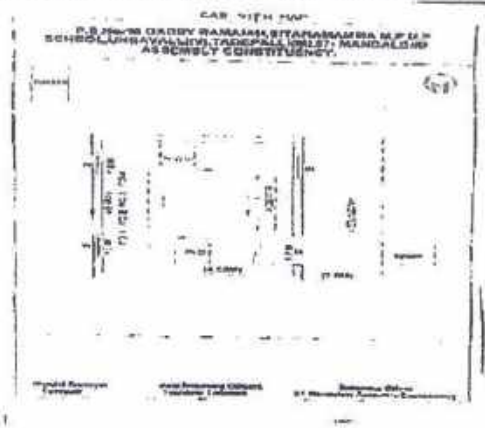
Polling Station Building: Front View



Polling Station Front View



CAD View



Key MAP View



విద్యార్థుల సంఖ్య మరియు పేరు : 4-వేయర్ కామీ ఫ్రీడు ఆపార్ట్ మెంట్

<p>908</p> <p>పేరు : పోల్లెల వెంకట</p> <p>దత్త పేరు : వెంకట ముప్పారాజు మేళ్ళూరు</p> <p>ఇంటి నెంబరు : 3-780</p> <p>వయసు : 75 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT0050104</p>	<p>907</p> <p>పేరు : చింతలూరి నారాయణుడు నారా</p> <p>దత్త పేరు : బద్రికాంత్ నారాయణుడు నారా</p> <p>ఇంటి నెంబరు : 3-781/1</p> <p>వయసు : 78 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1463520</p>	<p>909</p> <p>పేరు : మంచినేలకల్ల నారా</p> <p>దత్త పేరు : చింతలూరి నారాయణుడు నారా</p> <p>ఇంటి నెంబరు : 3-781/1</p> <p>వయసు : 61 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1463538</p>
<p>909</p> <p>పేరు : లోకేశ్ నారా</p> <p>దత్త పేరు : చింతలూరి నారాయణుడు నారా</p> <p>ఇంటి నెంబరు : 3-781/1</p> <p>వయసు : 40 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1463548</p>	<p>910</p> <p>పేరు : క్రాంత్యోధి నారా</p> <p>దత్త పేరు : లోకేశ్ నారా</p> <p>ఇంటి నెంబరు : 3-781/1</p> <p>వయసు : 36 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1463553</p>	<p>911</p> <p>పేరు : అనంతలక్ష్మి వెల్మల</p> <p>దత్త పేరు : గణపతిరాజు</p> <p>ఇంటి నెంబరు : 3-782</p> <p>వయసు : 65 లింగము : పు</p> <p>Photo is Available</p>	<p>CPT2783843</p>
<p>912</p> <p>పేరు : విశ్వనాథం వెళ్ళంబి</p> <p>దత్త పేరు : అమృతారా</p> <p>ఇంటి నెంబరు : 3-782</p> <p>వయసు : 48 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT0441840</p>	<p>913</p> <p>పేరు : నాగ మూలం మునిగోటి</p> <p>దత్త పేరు : శివలక్ష్మి మునిగోటి</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 61 లింగము : పు</p> <p>Photo is Available</p>	<p>CPT2781623</p>	<p>914</p> <p>పేరు : ఎవేల మునిగోటి</p> <p>దత్త పేరు : నాగమూలం మునిగోటి</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 50 లింగము : పు</p> <p>Photo is Available</p>	<p>CPT2783850</p>
<p>915</p> <p>పేరు : అప్పల కుమారి తామరారాజు</p> <p>దత్త పేరు : కృష్ణ రాజు</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 56 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT0121702</p>	<p>916</p> <p>పేరు : ముప్పల తామరారాజు</p> <p>దత్త పేరు : కృష్ణ రాజు</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 35 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT0447080</p>	<p>917</p> <p>పేరు : చింతలూరి దత్తరాజు</p> <p>దత్త పేరు : అంజనా నారాయణ రాజు</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 46 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT0573592</p>
<p>918</p> <p>పేరు : అంబే శివారామయ్య</p> <p>దత్త పేరు : వెంకట శివారామయ్య తామరారాజు</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 51 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1084880</p>	<p>919</p> <p>పేరు : వెంకట శివారామయ్య శివారామయ్య</p> <p>దత్త పేరు : వెంకట శివారామయ్య శివారామయ్య</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 54 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1084908</p>	<p>920</p> <p>పేరు : వెంకట తామరారాజు దత్త రాజు</p> <p>దత్త పేరు : విశ్వనాథారాజు తామరారాజు</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 38 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1142538</p>
<p>921</p> <p>పేరు : శివ కృష్ణ మునిగోటి</p> <p>దత్త పేరు : నాగ మూలం మునిగోటి</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 34 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1259110</p>	<p>922</p> <p>పేరు : శంకర్ శివారామయ్య</p> <p>దత్త పేరు : నాగమూలం మునిగోటి</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 28 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1259135</p>	<p>923</p> <p>పేరు : అని అమ్మ మునిగోటి</p> <p>దత్త పేరు : శివకృష్ణ మునిగోటి</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 31 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1259143</p>
<p>924</p> <p>పేరు : నాగ లక్ష్మి మూలం దత్త రాజు</p> <p>దత్త పేరు : అంజనా నారాయణ రాజు దత్త రాజు</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 27 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1594993</p>	<p>925</p> <p>పేరు : సత్యనారాయణ</p> <p>దత్త పేరు : సూర్యారాజు</p> <p>ఇంటి నెంబరు : 3-784</p> <p>వయసు : 62 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1942259</p>	<p>926</p> <p>పేరు : నాగ వెంకట శుభం దత్త రాజు</p> <p>దత్త పేరు : మూలం దత్త రాజు</p> <p>ఇంటి నెంబరు : 3-784/5</p> <p>వయసు : 30 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1505734</p>
<p>927</p> <p>పేరు : నాగ వెంకట రాజు</p> <p>దత్త పేరు : మూలం దత్త రాజు</p> <p>ఇంటి నెంబరు : 3-784/5</p> <p>వయసు : 32 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1505742</p>	<p>928</p> <p>పేరు : మూలం దత్త రాజు</p> <p>దత్త పేరు : మూలం దత్త రాజు</p> <p>ఇంటి నెంబరు : 3-784/5</p> <p>వయసు : 56 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1505759</p>	<p>929</p> <p>పేరు : మూలం దత్త రాజు</p> <p>దత్త పేరు : మూలం దత్త రాజు</p> <p>ఇంటి నెంబరు : 3-784/5</p> <p>వయసు : 59 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1548429</p>
<p>930</p> <p>పేరు : శివారామయ్య</p> <p>దత్త పేరు : నాగ వెంకట రాజు</p> <p>ఇంటి నెంబరు : 3-784/5</p> <p>వయసు : 24 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT2064608</p>	<p>931</p> <p>పేరు : అనంతలక్ష్మి</p> <p>దత్త పేరు : మూలం దత్త రాజు</p> <p>ఇంటి నెంబరు : 3-785</p> <p>వయసు : 80 లింగము : పు</p> <p>Photo is Available</p>	<p>CPT2783884</p>	<p>932</p> <p>పేరు : మూలం దత్త రాజు</p> <p>దత్త పేరు : సత్యనారాయణ</p> <p>ఇంటి నెంబరు : 3-785</p> <p>వయసు : 53 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT0460868</p>
<p>933</p> <p>పేరు : నాగ వెంకట</p> <p>దత్త పేరు : సత్యనారాయణ</p> <p>ఇంటి నెంబరు : 3-786</p> <p>వయసు : 32 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT0923003</p>	<p>934</p> <p>పేరు : వెంకట కృష్ణారాజు</p> <p>దత్త పేరు : శివారామయ్య దత్త రాజు</p> <p>ఇంటి నెంబరు : 3-786</p> <p>వయసు : 23 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1805621</p>	<p>935</p> <p>పేరు : సత్యనారాయణ అనంత</p> <p>దత్త పేరు : నాగ వెంకట రాజు అనంత</p> <p>ఇంటి నెంబరు : 3-786</p> <p>వయసు : 67 లింగము : పు</p> <p>Photo is Available</p>	<p>NYT1819366</p>


TANSILOBHAR
 Tadepalli Mandal
 Guntur District

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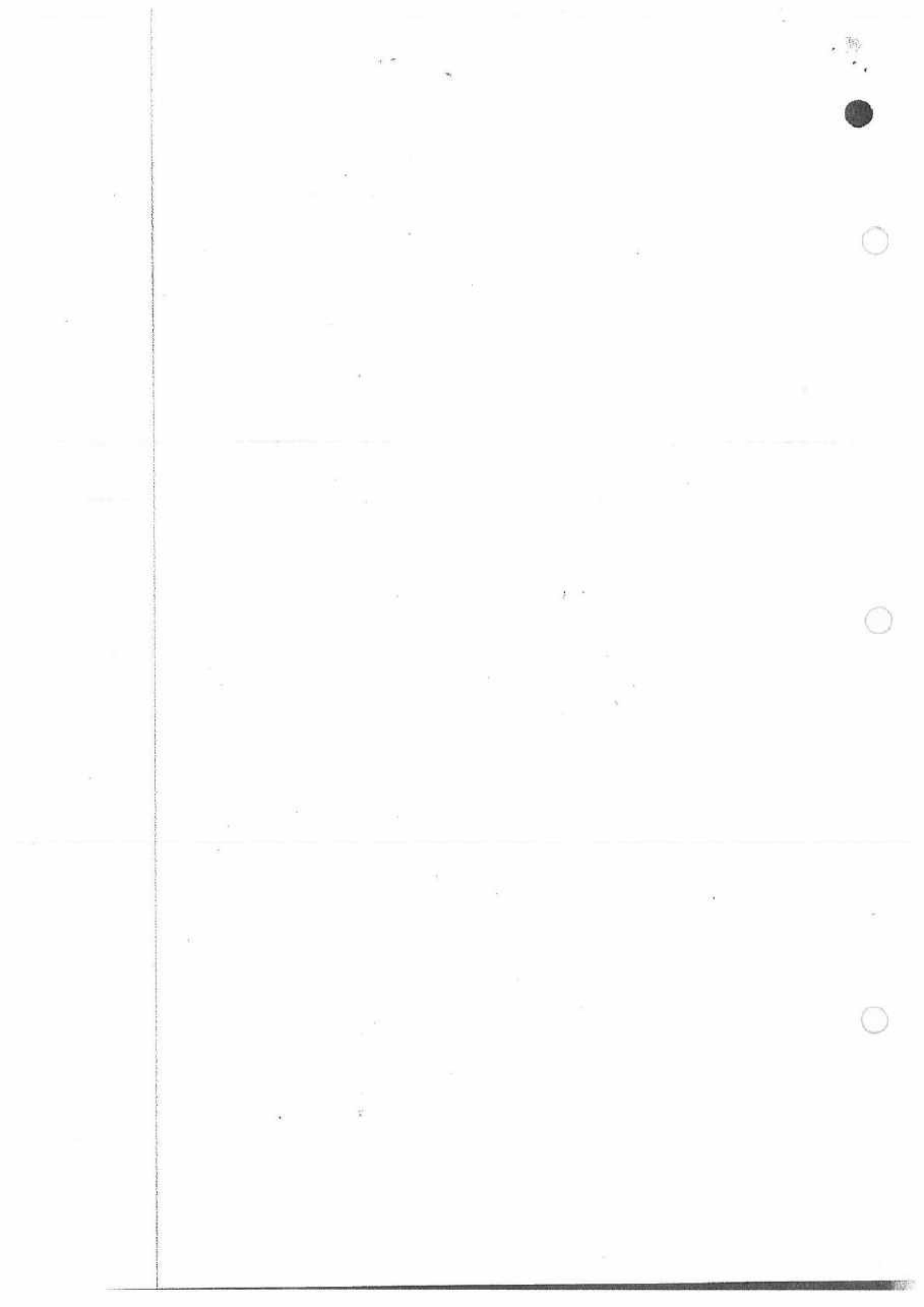
పట్టణ జాబితా సారాంశం							
A) పట్టణ సంఖ్య							
	జాబితా రకం	జాబితా గుర్తింపు	పట్టణ సంఖ్య				
			పురుషులు	స్త్రీలు	దర్జ వందరీ	మొత్తం	
I	మూల జాబితా	మూల జాబితా	ప్రత్యేక సంక్షేప సవరణ-2023 కు ముందు ఉన్న, ప్రత్యేక సంక్షేప సవరణ-2022 మూల జాబితాను అన్ని అనుబంధములలో (నిరంధర లాబా ప్రక్రియలో సహా) సమగ్రపరచబడింది	582	577	0	1159
II	దేవులు జాబితా	అనుబంధం 1	ప్రత్యేక సంక్షేప సవరణ 2023	3	7	0	10
III	లోబియర్ల జాబితా	అనుబంధం 1	ప్రత్యేక సంక్షేప సవరణ 2023	3	0	0	3
IV	విజ్ఞాన కేంద్ర లో చార్జ్డ్ కారణంగా వ్యతిరేకం			0	0	0	0
				582	584	0	1166
B) సవరణల యొక్క సంఖ్య							
జాబితా రకం	జాబితా గుర్తింపు	సవరణల యొక్క సంఖ్య					
అనుబంధం 1	ప్రత్యేక సంక్షేప సవరణ 2023	1					
		మొత్తం :	1				

పట్టణ సమూహ అధికారి సంతకం

Et Expend Et-Shield/Change of Residence H- Duplicate M-Missing Q-Disqualified

TAHSILDAR
Tadepalli Mandal
Guntur District.

20/3/23



Total 24 Pages

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MINUTES BOOK

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HERITAGE FOODS LIMITED
(Formerly known as Heritage Foods(India) Limited)
CIN: L15209AP1992PLC014332
6-3-541/C, Panjagutta, Hyderabad - 500 082

MINUTES OF THE 155TH MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY DULY HELD ON FRIDAY 21ST MARCH, 2014 AT 1.30 P.M. AT MINI CONFERENCE HALL, GROUND FLOOR, TRAINING BLOCK, NATIONAL INSTITUTE FOR MICRO, SMALL & MEDIUM ENTERPRISES (FORMERLY NISIET), YOUSUFGUDA, HYDERABAD- 500045

Directors present	Sri D Seetharamaiah Sri N P Rama Krishna Dr. N R Siva Swamy Dr.V.Nagaraja Naidu Srivishnuraju Nandyala Smt N Bhuvaneswari Sri N Lokesh Smt.N.Brahmani	Chairmen Director Director Director Director Vice-Chairperson& Managing Director Director Executive Director
In attendance	Sri S Ranganathan Dr. M Sambasiva Rao Sri A Prabakara Naidu Sri K Durga Prasad Rao Sri Jagadish Krishnan Sri Anil Kumar Srivastav Sri Umakanta Barik	M/s Raja & Prasad, Statutory Auditors President VP-Finance and Accounts COO- Dairy Division COO- Retail & Bakery Division COO- Dairy Division Company Secretary

Sri D Seetharamaiah, Chairman presided over and conducted the proceedings of the meeting.

1. Granting Leave of Absence

Dr. A. Appa Rao, Director of the Company could not attend the meeting. Hence leave of absence was granted at his request.

2. Confirmation of the Minutes of the previous Meetings.

The minutes of the meeting of the Board of Directors held on February 28th, 2014 a copy of which was circulated to all the Directors, have been read, confirmed and signed as correct record.

3. Actions arising out of Previous Board Meeting.

The Board noted the following actions arising out of the previous Board meeting.

Item discussed	Decision taken	Current Status
To approve short term loan from Andhra Bank	Approved	Loan Disbursement is under process
To approve short term loan from Bank of Baroda	Approved	Loan Disbursement is under process
Re-constitution of Management Committee	Approved	

4. To Approve Appointment / Renewal of appointment of Internal Auditors and their fees

The Board noted that the term of appointment of internal Auditors of the Company expires by March 31, 2014. The Board considered for renewing the term of appointment of Internal Auditors (except M/s Sarathy and Balu Chartered Accountants, Chennai and Hyderabad) and revise their remuneration as per the recommendations of the Audit Committee for the Financial Year 2014-15 and approved to appoint the mentioned Auditors in Chennai and Hyderabad region as per the provisions of Section 141 of the Companies Act 2013.

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9. Revenue Budget for the Financial for the year 2014-15

The Board considered and approved the Budget of the Company along with the Annual plans for the year 2014 -15 which was reviewed and recommended by Audit Committee which is as follows.

The Budgeted total Income for the financial year 2014-2015 is ₹ 2292.33 Crores and the Budgeted Profit/(Loss) before tax of ₹ 101.82 Crores.

(Rs. in crores)	
Particulars	Budget for the Year 2014 - 15
Turnover:	
Dairy	1773.14
Retail	484.23
Agri	98.31
Bakery	5.35
Renewable Energy	3.78
Total	2364.80
Less: Inter-SR	75.67
Net Turnover	2289.13
EBITDA	
Dairy	141.64
Retail	0.08
Agri	1.09
Bakery	0.02
Renewable Energy	2.73
Total	145.56
PBT	
Dairy	114.38
Retail	(10.79)
Agri	(1.50)
Bakery	(0.56)
Renewable Energy	0.29
Total	101.82

The Capital Budget as proposed for the FY 2014-15 is Rs.33.64 Crores Division wise details are given below.

(Rs in crores)		
S.No	Work Description	Amount (Rs)
A) Dairy Division		
1.	New facilities for Milk Chilling (Cap:1.20 LLPD)	3.52
2.	P & I Capex Requirement	1.00
3.	Packing Station for milk, Curd & Bm in Delhi (Cap: 50KLPD (to Purchase Existing Plant)	4.00
4.	Land Purchase for own Plant at the following areas Beyyavaram, Pamarru, Uppal, Anantpur, Chittoor, Vijayawada/Guntur and in the State of Haryana/Rajasthan, Part/Full Payment.	3.00
5.	Additional Facilities at existing Plants for 2014-15	3.17
6.	Additional Facilities at Existing Plants (Unexecuted works of 2013-14	1.61
7.	Energy Conservation Equipments at plants.	0.85
8.	Flavoring Tanks & Conveyors for Ice Cream plant at Uppal	0.52
9.	Freezers, FOW's and Bottle Coolers, etc.,	3.75
10.	QA Testing Items and Equipments for all Packing Plants	0.36
11.	Software Licenses, Hardware, etc.,	0.36
Total (A)		22.14
B) Retail Division		
12.	Opening of New Stores (Carpet Area:65600 sq.ft.)	7.87
13.	Crates	0.32
14.	IT (Desktops, Scanners, POS Scanners etc.)	1.00
15.	Bangalore DC reorganisation	0.05
16.	Software Licences(SAP,RXL,BI)	0.20
17.	Other Capex (Wt scale, New Fnv Scales, New POS)	0.40
Total (B)		9.84

D&L

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C) Agri Division		
18	Plastic Crates	0.350
19	Plastic Pallets	0.007
20.	Hydraulic Pallet Trucks	0.006
21.	Fire Alarm and Fire pipe line with installation	0.004
22	Special Banana Projects	0.080
23	Wooden pallets-Shortfall qty Plus replacement for broken ones	0.015
24.	4 C.C. Cameras with TV	0.006
25	Weighing Machine 150 KG Cap Battery Operated (ShankerPally CC)	0.002
26	Membranes for RO Plants	0.020
27	Replacement of Fork Lift Batteries	0.025
28	Refurbishment of Drive on Floor Cleaning Maching	0.020
29	Additional bore well, motor & pipeline	0.010
30	Rain Water harvesting at main gate and water Pipes	0.010
31	Fire Safety Equipment (Water Lines, Fire Hydrants, sprinklers, smoke detectors, etc..	0.200
32	CC/Tar Road to be laid at Mattam IPH Location	0.357
33	Furniture, Office Chairs 20 Nos	0.003
34	Computer Sysyas -Lap Tops (4 Nos)	0.020
35	Miscellaneous Capital Expenditure	0.014
Total (C)		0.500
D) Bakery Division		
36	Additional Bakery Equipment (For Dish Water, Flour Scrubber and Cookie line)	0.50
Total (D)		0.50
E) Renewable Energy Division		0.00
GRAND TOTAL (A+B+C+D+E)		33.64

The Board decided after due deliberations the above mentioned Capital Expenditure shall be spent partly by way of Long Term loans from Banks and Other parts and Partly by way of the internal accruals.

Cash Budget for the Financial Year 2014-15 are as follows

Source of Funds:	
Net Profit/(Loss)before Tax:	
Dairy	114.38
Retail	(10.79)
Agri	(1.50)
Bakery	(0.56)
Renewable Energy	0.29
Total	101.82
Add: Depreciation	27.86
Funds from operations	129.68
Term loan drawl	15.00
Total Sources of Funds	144.68
Term Loan Repayment	13.52
Capital Expenditure:	
Dairy	23.14
Retail	9.84
Agri	1.16
Bakery	0.50
Renewable Energy	0.00
Total	33.64

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Rental Deposits for New Stores	2.36
Pending Capital Payments	5.00
Provision for taxation	26.54
Total Application of Funds	81.06
Balance	63.62
Add: Opening Balance (expected)	0.50
Closing Balance	64.12

Budget Highlights for the Financial Year 2014-15

a) Dairy Division:

1.
 - a) To achieve Rs.1773 Crore Turnover with 34% growth
 - b) To increase average Milk Procurement (incl Business Associates & Franchisees) to 10.5 Lakh ltrs perday with overall growth rate of 28%
 - c) To increase the sale of Liquid Milk to 8.75 Lakh ltrs per day with a growth rate of 9%
2. To Achieve EBITDA of Rs.141.64 Crores(7.99% of Turnover) and PBT of Rs.144.38 Crores(6.45% of Turnover)
3. To increase the sale of Value added products by expanding distribution network
4. To minimise Fat losses by optimizing sales mix of Cream Butter and Ghee
5. To emphasize on brand building to delight customers with high quality products and Services.
6. To take up activities under Heritage Farmers Welfare Trust(HFWT)with increased amount of contribution from the Company.
7. To implement CSR Activities as per the CSR Policy of the Company
8. To motivate and train the employees for skill development to achieve highest level of employee productivity.

b) Retail Division

1. Heritage Fresh Retail Chain is expected to operate 74 Stores across the locations in Hyderabad, Bangalore and Chennai with a trading space of 2,55,007 Sq ft
2. The total average trading Area square feet for the Entire year works out to 2,92,474 Sq ft
3. The Total Sales revenue for the Financial Year 2014-15 at chain level is 458.71 Crores
4. The overall yearly average productivity at the Store level for the financial year targeted growth rate of 4.27%

c) Agri Division

1. For the Financial year 2014-15 the Gross total income of Rs.99.47 Crores with 7.76 Cr (7.94%) buying Margin Rs.1.09 Cr(1.09%) EBITDA and PBT(Loss) of Rs.1.50 Cr from the sale of FNV, Non FNV Agri Business & custom ripening of 65148 MT(33% capacity utilization)
2. FNV Turnover of Rs.45.18 Cr with Buying Margin of Rs.4.49 Cr(10.34% of Turnover)
3. Non-FNV Agri Business of Cattle Feed, Maize & Bran Turnover is Rs.54.30 Cr with buying margin of Rs.3.27Cr (6.03% of Total Turnover).

d) Bakery Division

1. Total revenue budgeted for 2014-15 at 5.35 Crores EBITDA Profit of Rs.0.02 Crores.
2. In the Financial Year the sales are forecasted at Rs.36.69 Lakhs for the month of April 2014 and will be scaled up to Rs.46.50 lakhs per month by March 2015

D&T

MINUTES BOOK

After due deliberations the Board passed the following resolution in approval.

"RESOLVED THAT the Budgeted total Income of Rs. 2292.33 Crores and the Budgeted Profit/(Loss) before tax of Rs. 101.82 crores and the Annual plan as per the statement circulated and submitted to the Board for the financial year 2014-2015, be and are hereby approved."

(Rs. In crores)

Particulars	Budget for the Year 2014-15
Turnover:	
Dairy	1773.14
Retail	484.23
Agri	98.31
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Renewable Energy	3.78
Total	2364.80
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Renewable Energy	2.73
Total	145.56
PBT	
Dairy	114.38
Retail	(10.79)
Agri	(1.50)
Bakery	(0.56)
Renewable Energy	0.29
Total	101.82

"FURTHER RESOLVED THAT the Capital Budget for the Financial Y 2014-15 is Rs.33.64 Crores. Division wise details are given below and is here by approved.

(Rs in crores)

S.No	Work Description	Amount (Rs)
A) Dairy Division		
1.	New facilities for Milk Chilling (Cap: 1.20 LLPD)	3.52
2.	P & I Capex Requirement	1.00
3.	Packing Station for milk, Curd & Bm in Delhi (Cap: 50KLPD (to Purchase Existing Plant)	4.00
4.	Land Purchase for own Plant (Part Payment)	3.00
5.	Additional Facilities at existing Plants for 2014-15	3.17
6.	Additional Facilities at Existing Plants (Unexecuted works of 2013-14	1.61
7.	Energy Conservation Equipments at plants.	0.85
8.	Flavoring Tanks & Conveyors for Ice Cream plant at Uppal	0.52
9.	Freezers, POW's and Bottle Coolers, etc.,	3.75
10.	QA Testing Items and Equipments for all Packing Plants	0.36
11.	Software Licences, Hardware, etc.,	0.36
Total (A)		22.14
B) Retail Division		
12.	Opening of New Stores (Carpet Area:65600 sq.ft.)	7.87
13.	Crates	0.32
14.	IT (Desktops, Scanners, POS Scanners etc.)	1.00
15.	Bangalore DC reorganisation	0.05
16.	Software Licences(SAP,RXL, BI)	0.20
17.	Other Capex (Wt scale, New Frv Scales, New POS)	0.40
Total (B)		9.84

MANAGEMENT INITIALS

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C) Agri Division		
18	Plastic Crates	0.360
19	Plastic Pallets	0.007
20	Hydraulic Pallet Trucks	0.006
21	Fire Alarm and Fire pipe line with installation	0.004
22	Special Banana Projects	0.080
23	Wooden pallets-Shortfall qty Plus replacement for broken ones	0.015
24	4 C.C. Cameras with TV	0.006
25	Weighing Machine 150 KG Cap Battery Operated (ShankerPally CC)	0.002
26	Membranes for RO Plants	0.020
27	Replacoment of Fork Lift Batteries	0.025
28	Refurbishment of Drive on Floor Cleaning Maching	0.020
29	Additional bore well, motor & pipeline	0.010
30	Rain Water harvesting at main gate and water Pipes	0.010
31	Fire Safety Equipment (Water Lines, Fire Hydrants, sprinklers, smoke detectors, etc.,	0.200
32	CC/Tar Road to be laid at Mattam IPH Location	0.367
33	Furniture (Office Chairs 20 Nos	0.003
34	Computer Systes -Lap Tops (4 Nos)	0.020
35	Miscellaneous Capital Expenditure	0.013
Total (C)		0.500
D) Bakery Division		
36	Additional Bakery Equipment (For Dish Water, Flour Scrubber and Cocode line)	0.50
Total (D)		0.50
E) Renewable Energy Division		
Total (E)		0.00
GRAND TOTAL (A+B+C+D+E)		33.64

FURTHER RESOLVED THAT the Board and its Committee be and is here by authorized to met the Capital Expenditure partly by way of long term loans from Banks/other parties and partly by ways of internal accruals.

"RESOLVED FURTHER THAT Smt. N. Bhuvaneshwari, Vice Chairperson & Managing Director Sri. N. Brahmani, Executive Director and Dr.M.Sambasiva Rao President of the company, be and is hereby severally authorized to finalize, for availing long term loans from Banks/Financial institutions to finance the expansion projects of the Company as budgeted relating to the Capital expenditure in the Company and execute such documents/papers as may be required to finalize the transaction on such terms and conditions, at such time or times, in such form and manner as the Committee may think fit, the whole or part in one or more tranches as may be considered expedient or necessary".

"FURTHER RESOLVED THAT the total sources of Funds (Cash Budget) is Rs.144.58 Crores and the application of Funds Rs.81.06 Crores for the FY 2014-15 the details are given below and is here by approved.

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MINUTES BOOK

Source of Funds:	
Net Profit/(Loss)before Tax:	
Dairy	114.38
Retail	(10.79)
Agri	(1.50)
Bakery	(0.56)
Renewable Energy	0.29
Total	101.82
Add: Depreciation	27.86
Funds from operations	129.68
Term loan drawl	15.00
Total Sources of Funds	144.68
Term Loan Repayment	13.52
Capital Expenditure:	
Dairy	22.14
Retail	9.84
Agri	1.16
Bakery	0.50
Renewable Energy	0.00
Total	33.64
Rental Deposits for New Stores	2.36
Pending Capital Payments	5.00
Provision for taxation	25.54
Total Application of Funds	81.06
Balance	63.62
Add: Opening Balance (expected)	0.50
Closing Balance	64.12

10. To Renewal of Investor Relation Services Agreement entered with M/s. Karvy Computershare Private Limited

The Management Committee of Board of Directors at their meeting held on 23rd, September 2013 appointed M/s.Karvy Computershare Private Limited, Mumbai- IR Division (hereinafter called KCPL-IR division) for offering the Investor Relation services such as benchmarking the company performance with the peer group companies, keeping investor relations as and when it is required. The Fees for rendering the investor services were one time Registration fee of Rs.25,000 (Rupees Twenty Five Thousand only) for registering with M/s.Karvy Computershare Private Limited, IR Division Mumbai and Retainership fee of Rs.50,000 (Rupees Fifty Thousand only) exclusive of applicable taxes for a period of Six months with effect from 1st October 2013 and it may renewed in subsequent year with a mutual consent.

The Board of Directors noted that during the last six months M/s Karvy has presented the various reports to the management and also participated with the investors meeting held at various places.

The Board of Directors considered and approved the proposal of the Management for extension of retainer ship for a period of one year with a Retainer ship fee of Rs.60,000/- (Rupees Sixty Thousand only) per month plus applicable taxes with effect from 1st April, 2014 for availing the Gold Services from the M/s. Karvy Computershare Private Limited, Mumbai- IR Division and passed the following resolution in approval:

***RESOLVED THAT** the consent of the Board of Directors be and is hereby accorded for extension of retainer ship of M/s Karvy Computershare Private Limited, Mumbai- IR Division as a retainer of the Company for a period of one year with a Retainer ship fee of Rs.60,000/- (Rupees Sixty Thousand only) per month plus applicable taxes with effect from 1st April, 2014 for availing the Gold Services.

CHAIRMAN'S INITIALS

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MINUTES BOOK**18. Other items in the Agenda****a) Closing of Bank Accounts**

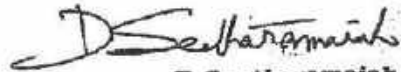
The Board noted and approved to close the non-operated Bank accounts of the Company at Tirupati Branch and passed the following resolution in approval:

"RESOLVED THAT the consent of the Board of Directors of the Company, be and is hereby accorded to close the Current Account (055701601000305) opened with Canara Bank, Tirupati Branch and that a Demand Draft may be obtained in favour of "Heritage Foods Limited", payable at Hyderabad in respect of the balance amounts lying in the said account.

"RESOLVED FURTHER THAT Dr.S.Subramaniam, Plant Incharge and Mr.G.Kumar, Manager (F&A) Tirupati Regional Office, Dairy Division of the company be and are hereby authorised jointly to do all the necessary acts in relation to the closure of the said Bank Account".

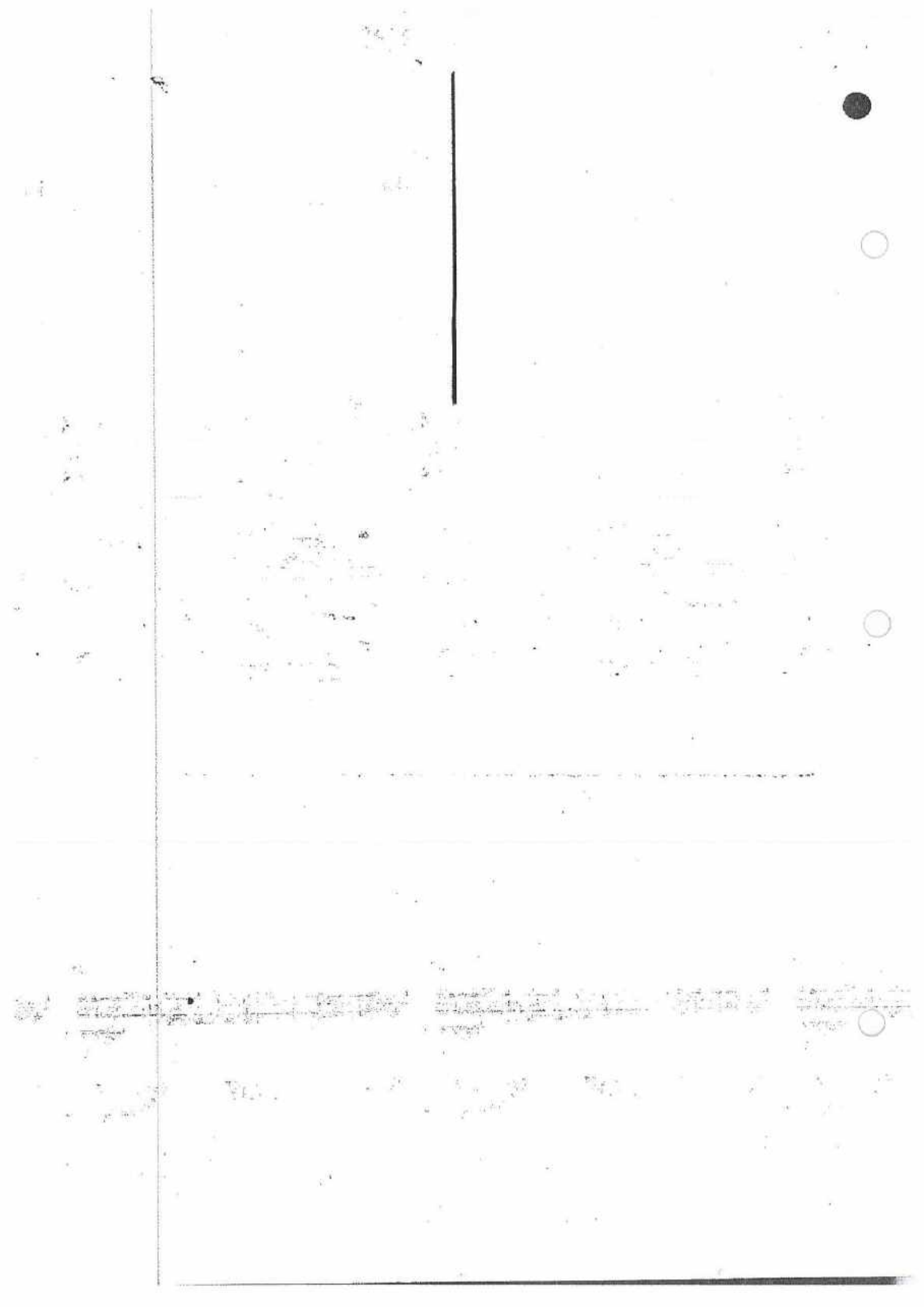
There being no other matter, the meeting concluded with vote of thanks to the Chair.

Place: Hyderabad
Date: 04.04.2014



D Seetharamaiah
Chairman

CHAIRMAN'S INITIALS



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MINUTES BOOK



HERITAGE FOODS LIMITED
(Formerly known as Heritage Foods (India) Limited)
CIN: L15209TG1992PLC014332
#6-3-541/C, Panjagutta, Hyderabad - 500 082

MINUTES OF THE 157th MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON WEDNESDAY, JULY 30TH, 2014 AT 1.30 P.M. AT HOTEL ITC KAKATIYA, GREEN LANDS ROAD, BEGUMPET, HYDERABAD-500 016.

Directors present	Sri D Seetharamaiah Dr V Nagaraja Naidu Sri N P Rama Krishna Sri N Sri Vishnu Raju Sri N Lokesh Smt N Bhuvanawari Smt.N.Brahmani	Chairman Director Director Director Director Vice-Chairperson & Managing Director Executive Director
Invitees	Sri M S R Vara Prasad Sri K Durga Prasada Rao	
In attendance	Dr. M Sambasiva Rao Sri A Prabakara Naidu Sri Umakanta Barik	President Chief Financial Officer (CFO) Company Secretary

Sri D Seetharamaiah, Chairman presided over and conducted the proceedings of the meeting.

1. Granting Leave of Absence

Dr. N.R.Siva Swamy didn't attend the meeting since he has sent the resignation letter to the Board. The Secretary placed the resignation letter before the Board. Dr. N.R. Siva Swamy has been in the Board since 1999 with his fond of knowledge; he has helped the Company by giving advices and suggestion. The Board appreciated his services to the Company. The Board placed on record on appreciation and a letter may be sent to him.

2. Appointment of Sri. K.Durga Prasada Rao as an Additional Director

The Board of Directors considered the recommendation of the Nomination and Remuneration committee to appoint Sri. K.Durga Prasada Rao as an Additional Director w.e.f. 1st August 2014. As per the provisions of Section 161 of the Companies Act 2013, rules made thereof. The Additional Director shall hold office up to the date of the next Annual General Meeting or the last date on which the Annual General Meeting should have been held, whichever is earlier, he shall be eligible for appointment by the Company at the Annual General meeting.

The Board of Directors considered the profile of Sri. K.Durga Prasada Rao and noted that he has vast experience in the field of Dairy Technology and worked 3 years in Amul Dairy, 24 years in AP Dairy Development Co-operative Federation Limited in various positions. He is associated with this Organization since inception of the Company i.e June 1992.

The Board of Directors considered and approved the appointment of Sri. K.Durga Prasada Rao as an Additional Director w.e.f 1st August 2014 as reviewed and Recommended by the Nomination and Remuneration Committee and passed the following resolution in approval:

"RESOLVED THAT Sri. K.Durga Prasada Rao (DIN No: 06888949) be and is hereby appointed as an Additional Director of the Company w.e.f 1st August 2014 pursuant to the provisions of Articles of Association of the Company and as per Section 161 of the

CHAIRMAN'S NAME
D.S.R

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6. Note on the Minutes of the Board Meetings of the Subsidiaries & Associated Company

The Board took note of the Minutes of the Board meetings of subsidiary Companies held on 11th July, 2014 at 10:00 AM. And 12:30 PM. of M/s Heritage Foods Retail Limited & M/s. Heritage Conpro Limited respectively and the minutes of M/s SKIL Raigam Power (India) Limited, associated company held on 14th July 2014 of.

7. Actions arising out of Previous Board Meeting.

The Board noted the following actions arising out of the previous Board meeting.

Item discussed	Decision taken	Current Status
Annual Accounts and Related Approvals	Approved	
Approval of Audited Financial Results for the year ended 31 st March, 2014	Approved	<ul style="list-style-type: none"> > Intimated to Stock Exchanges > Published in Andhra Prabha, Financial Express and Business Standard > Uploaded in the Company's website > Included in Annual Report.
Independent Statutory Auditors Report for the year ended 31 st March 2014	Approved	Submitted to Stock Exchanges
Cost Audit Report for the Financial Year 2013-14	Approved	
Corporate Governance Certificate for FY 2013-14 given by Statutory Auditors of the Company	Approved	Submitted to Stock Exchanges
Secretarial Audit Report for the year ended 31 st March 2014	Approved	To be Included in Annual Report
To take note on Sudden & untimely demise of Dr A Appa Rao	Noted	
To approve the distribution of milk analyser/Testers to Milk Collection Centres (MCC's)	Approved	Under process
To approve for purchase of Land at New Delhi	Approved	Under process
To take note of the notice of interest of the Directors for the Financial Year 2014-15	Noted	Notice of interest in MGT-14 was filed with Register of Companies, Hyderabad Telangana

8. To take note on the Resolution passed by Circulation

The Board of Directors approved the following resolution passed by circulation by the Directors for purchase of 7.21 Acres of land in Survey No. in Kantheru Village, Thantikonda Mandal, Guntur Dt from Smt. Movva Sriakahmi, R/o. Karnam Street, Patamata, Vijayawada, Krishna Dist effected on 01.07.2014.

Resolution:

"RESOLVED THAT the consent of the Board be and is hereby given to purchase of 7.21 Acres of Land with the following details:

CHAIRMAN'S INITIALS

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Sl.No	Survey No. in Kantheru Village Thantkonda Mandal, Guntur Dt	Extent of Land
1	62/2B, 63/1	2.45 Acres
2	63/1	0.50 Acres
3	63/1	1.30 Acre
4	56	1.11 Acre
5	27/3A	1.00 Acre
6	27/3 B, 28/ 2A	1.15 Acres
	Total	7.21 Acres

from Smt. Moyva Srilakshmi. R/o. Karnam Street, Patnata, Vijayawada, Krishna Dist. at a price of Rs.8.00 Lakh per Acre plus registration charges and other incidental expenses with regard to execution of sale deed and registration of the same with Registrar of Assurances".

"RESOLVED FURTHER THAT Dr.M.Sambasiva Rao, President and Mr. C.V.S Kaleshwar Rao, Vice President (HR) of Dairy Division of the Company be and are hereby severally authorized to sign and execute necessary Deeds / Agreements documents as may be required to give effect the above said resolution.

RESOLVED FURTHER THAT Smt.N.Bhuvaneswari, Vice-chairperson & Managing Director, Smt.N.Brahmani, Executive Director and Dr.M.Sambasiva Rao, President of the Company be and are hereby severally authorized to appoint / authorize Company Executives to sign and submit necessary applications, documents, deeds, agreements, papers etc., for and on behalf of the Company for obtaining necessary permissions, approvals, facilities, sanctions, clearances etc. from various Government Authorities, namely Local/State Government/ Municipal Corporation/ State Electricity Board/ any other competent authority etc."

9. Division wise Management Information System (MIS) Report for the Quarter ended 30 June, 2014

The Board of Directors reviewed and approved the division wise MIS report of the Company for the quarter ended 30th June, 2014 as presented by their heads of the respective Divisions / Departments as under:


A. Secretarial Department

i) Demat & Physical Holdings as on 30-06-2014:

Description	No. of Share Holders	No. of Shares Hold	% to equity
Physical	2290	1072844	4.62
Demat-NSDL	5639	19435925	83.78
Demat-CDSL	2258	2690231	11.60
Total	10187	23199000	100.00

ii) Unclaimed/Unpaid Dividend Balances as on 30-06-2014:

S. No.	Year of the Dividend	% of Dividend	Name of the Bank	Bank Account No.	Unclaimed/ Unpaid as on 30.06.2014
					Amount in Rs.
1	2012-13	30	Kotak Mahindra Bank	9211319888	1022955
2	2011-12	20	ICICI Bank	001105023367	776402
3	2010-11	12	ICICI Bank	001105022431	479500
4	2009-10	18	Kotak Mahindra Bank	0552259000115	712857
5	2007-08	18	Kotak Mahindra Bank	0552590000030	544911
6	2006-07	30	HDFC Bank	00212220000264	723165
TOTAL					4259830

CHAIRMAN: Y. JALS


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42. To Purchase Land near in Guntur District, Andhra Pradesh

The Board of Directors recalled that the Board approved for purchase of 7.21 Acres of land belongs to Smt. Movva Sri Lakshmi, R/o. Karnam Street, Patamata, Vijayawada, Krishna Dist to set up a packing station near to Guntur city of Andhra Pradesh to meet the future demand of milk in and around Vijayawada- Guntur cities in Andhra Pradesh as a part of Dairy Business expansion programme in various states.

The Board of Directors noted that the following sellers are ready to sell their lands adjacent to the lands purchased by the Company for a consideration of Rs.8.00 Lakhs per Acre plus registration charges and other incidental expenses details are as follows:

a) Chigurupati Venkata Giridhar

Sl.No	Survey No. in Kantheru Village Thantikonda Mandal, Guntur Dt	Extent of Land
1	63/2B	1.35 Acres
2	56	1.11 Acre
	Total	2.46 Acres

b) M/s Lingamaneni Infocity Private Limited

Sl.No	Survey No. in Kantheru Village Thantikonda Mandal, Guntur Dt	Extent of Land
1	63/1	Acres 0.98 1/4 (12 Yards)
2	56	Acres 2.22
	Total	Acres 3.20 1/4 (12 Yards)

c) M/s LEPL Projects Ltd

Sl.No	Survey No. in Kantheru Village Thantikonda Mandal, Guntur Dt	Extent of Land
1	63/2B	1.35 Acres
	Total	1.35 Acres

After due deliberations the Board of Directors consider the above and passed the following resolution in approval.

a)

RESOLVED THAT the consent of the Board be and is hereby given to purchase of 2.46 Acres of Land with the following details:

Sl.No	Survey No. in Kantheru Village Thantikonda Mandal, Guntur Dt	Extent of Land
1	63/2B	1.35 Acres
2	56	1.11 Acre
	Total	2.46 Acres

from Chigurupati Venkata Giridhar S/o Ch. Venkateswara Rao, Age 42 years, R/o Flat No. 402, Sree Lalitha Kalyani Apts, Sree Nagar colony, Vijayawada, Krishna Dist., at a price of Rs.8.00 Lakh per Acre plus registration charges and other incidental expenses with regard to execution of sale deed and registration of the same with Registrar of Assurances".

RESOLVED FURTHER THAT Mr. C.V.S Kaleshwara Rao, Vice President -HR of Dairy Division of the Company be and are hereby severally authorized to sign and execute necessary Deeds / Agreements documents as may be required to give effect the above said resolution.

RESOLVED FURTHER THAT Smt.N.Bhuvaneshwari, Vice-chairperson & Managing Director, Smt.N.Brahmani, Executive Director and Dr.M.Sambasiva Rao, President of the Company be and are hereby severally authorized to appoint / authorize Company Executives to sign and submit necessary applications, documents, deeds, agreements, papers etc., for and on behalf of the Company for

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obtaining necessary permissions, approvals, facilities, sanctions, clearances etc. from various Government Authorities, namely Local/State Government/ Municipal Corporation/ State Electricity Board/ any other competent authority etc."

b)

"RESOLVED THAT the consent of the Board be and is hereby given to purchase of Acres 3.20 1/4 (12 Yards) of Land with the following details:

Sl.No	Survey No. in Kantheru Village Thantukonda Mandal, Guntur Dt	Extent of Land
1	63/1	Acres 0.98 1/4 (12 Yards)
2	56	Acres 2.22
	Total	Acres 3.20 1/4 (12 Yards)

from M/s Lingamaneni Infocity Private Limited registered under the Indian Companies Act 1956 Rep by its Directors 1) Lingamaneni Ramesh 2) Lingamaneni Venkata Surya Rajashekar 3) Kakarla Vinay R/o D No. 46, Avenue-4, Street No-1, Banjara Hills, Hyderabad-34. at a price of Rs.8.00 Lakh per Acre plus registration charges and other incidental expenses with regard to execution of sale deed and registration of the same with Registrar of Assurances".

"RESOLVED FURTHER THAT Mr. C.V.S Kaleshwara Rao, Vice President -HR of Dairy Division of the Company be and are hereby severally authorized to sign and execute necessary Deeds / Agreement documents as may be required to give effect the above said resolution.

RESOLVED FURTHER THAT Smt.N.Bhuvaneswari, Vice-chairperson & Managing Director, Smt.N.Brahmani, Executive Director and Dr.M.Sambasiva Rao, President of the Company be and are hereby severally authorized to appoint / authorize Company Executives to sign and submit necessary applications, documents, deeds, agreements, papers etc., for and on behalf of the Company for obtaining necessary permissions, approvals, facilities, sanctions, clearances etc. from various Government Authorities, namely Local/State Government, Municipal Corporation/ State Electricity Board/ any other competent authority etc."

c)

"RESOLVED THAT the consent of the Board be and is hereby given to purchase of 1.35 Acres of Land with the following details:

Sl.No	Survey No. in Kantheru Village Thantukonda Mandal, Guntur Dt	Extent of Land
1	63/2B	1.35 Acres
	Total	1.35 Acres

from M/s LEPL Projects Ltd., registered under the Indian Companies Act 1956 having its Registered office at 36-14-2, Lakshminivas Vijayawada Krishna Dist. Andhra Pradesh Rep by its Executive Director Lingamaneni Ramesh at a price of Rs.8.00 Lakh per Acre plus registration charges and other incidental expenses with regard to execution of sale deed and registration of the same with Registrar of Assurances".

"RESOLVED FURTHER THAT Mr. C.V.S Kaleshwara Rao, Vice President (HR) of Dairy Division of the Company be and are hereby severally authorized to sign and execute necessary Deeds / Agreement documents as may be required to give effect the above said resolution.

RESOLVED FURTHER THAT Smt.N.Bhuvaneswari, Vice-chairperson & Managing Director, Smt.N.Brahmani, Executive Director and Dr.M.Sambasiva Rao, President of the Company be and are hereby severally authorized to appoint / authorize Company Executives to sign and submit necessary applications, documents, deeds, agreements, papers etc., for and on behalf of the Company for obtaining necessary permissions, approvals, facilities, sanctions, clearances etc. from various Government Authorities, namely Local/State Government, Municipal Corporation/ State Electricity Board/ any other competent authority etc."

D.S.R.

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c) State Bank of India, Kalluru:

"RESOLVED THAT the consent of the Members of the Board of Directors of the Company, be and is hereby accorded to close the Current Account (30520738282) opened with State Bank of India, Kalluru and that a Demand Draft may be obtained in favour of Heritage Foods Limited, payable at Hyderabad in respect of the balance amounts lying in the said accounts.

"RESOLVED FURTHER that Mr. A.V.K.N. Rajesh, (Asst Manager) and Mr.A.Siva Babu (Executive F&A) be and are hereby authorised jointly to do all the necessary acts in relation to the closure of the said Account".

48. Take note of the Statutory Compliance Certificates

The Board noted the Statutory Compliance report by Dr. M Sambasiva Rao, President giving confirmation of the fulfilment of the various statutory requirements under Acts relevant to the Company and the Legal and Secretarial Compliance Certificate by Sri.Umakanta Barik, Company Secretary giving confirmation of the fulfilment of the various statutory requirements under Acts relevant to the Company and the Compliance report related to payment of various taxes as applicable to the company by Sri.A.Prabhakara Naidu, VP-F&A giving confirmation of the fulfilment of the requirements under various Acts relevant to the Company for the Quarter ended 30th June 2014.

49. Section 184 of the Companies Act 2013 and Clause 49 of the Listing agreement

No notices under Section 184 of the Companies Act 2013 requiring Directors to intimate details of any appointment/resignation from Directorship in other Companies were received, in relation to the period intervening the last Meeting of the Board and this meeting.

The Board noted the following Intimation(s) given by management of the Company during the period intervening the date of the last Board meeting and the date of this meeting as per Annexure of the clause 49 of the Listing Agreement to stock Exchanges are as follows:

- a.No show cause notices, demand, prosecution notices and penalty notices, which are materially important, are received by the Company.
- b.No fatal or serious accidents, dangerous occurrences, any material effluent or pollution problem occurred in the Company
- c.No material default in financial obligations to and by the company or substantial non-payment for goods sold by the company had taken.
- d.No issue which involves possible public or product liability claims of substantial nature including any judgment or order which may have passed strictures on the conduct of the company or taken an adverse view regarding another enterprise that can have negative implications on the company took.
- e.No joint venture agreements or collaboration agreement entered into by the Company.
- f. No transaction that involves any substantial payment towards goodwill, brand equity, or intellectual property.
- g. There are no significant Labour problems and their proposed solutions.
- h.No such sale of material nature, of investments, subsidiaries, assets, which is not in normal course of business.

There being no other matter, the meeting concluded with vote of thanks to the Chair.

Place: Hyderabad
Date: 21st August 2014

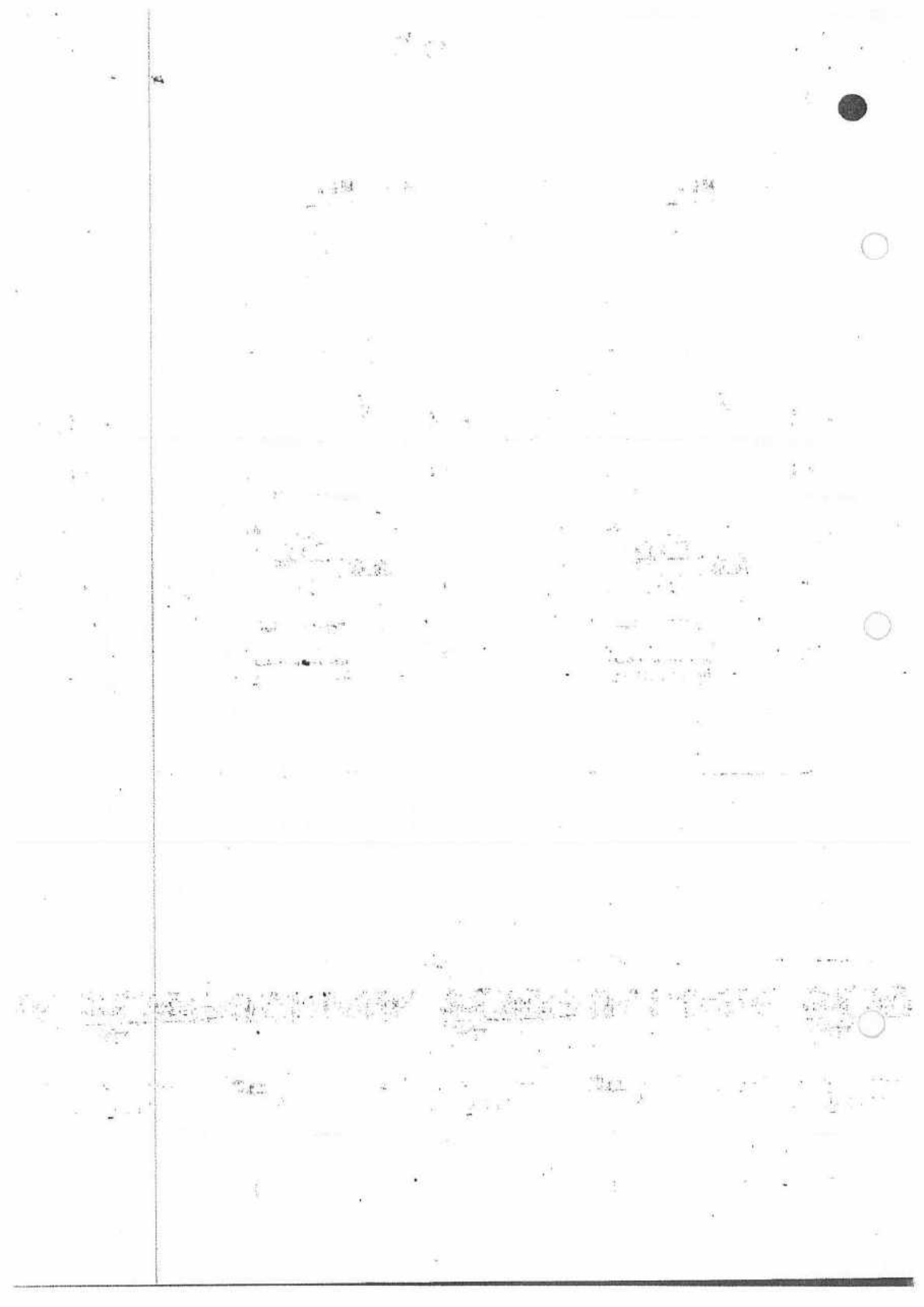
D.S. Tharamaiah
Tharamaiah
Chairman

CHAIRMAN'S INITIALS

Attendance in 15th Board Meeting & Remuneration of Directors for the Month of July Year 2014

Name of the Directors	A T T E N D A N C E						Board's Meeting @ Rs. each	S. C. Member @ Rs. each	Total of Board Attending	Total of S.C. Attending	Total Amount Payable		Payment made by	Signature of the Payee
	1st Week Day Year	2nd Week Day Year	3rd Week Day Year	4th Week Day Year	5th Week Day Year	6th Week Day Year					Rs.	P.		
Sri D. Setharaman	2	3	4	5	6						10000.00			
Dr. V. Nageswara Naidu											10000.00			
Sri N. P. Rama Krishna											10000.00			
Sri. Vikram ji Nandgaonkar											10000.00			
Sri N. Lakshmi											10000.00			
Smt. N. Bhuvaneshwari											10000.00			
Smt. N. Brahmavari											10000.00			
Members														
Mrs. Raju & Prasad Hegde Shahidiy Andika											11000.00			
Dr. M. Sankarasa Rao President														
Sri. A. Pambhakarappa Naidu C.F.D.														

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HERITAGE FOODS LIMITED
 (Formerly known as HERITAGE FOODS (INDIA) LIMITED)
 CIN:L15209TG1992PLC014332
 #6-3-541/C, Panjagutta, Hyderabad - 500 082

MINUTES OF THE MEETING OF MANAGEMENT COMMITTEE OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON MONDAY 22nd SEPTEMBER 2014 AT 10.30 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 6-3-541/C, PANJAGUTTA, HYDERABAD-500082.

Present	Smt.NBhuvaneswari Sri N.SriVishnu Raju Sri.N.Lokesh	Chairperson Member Member
In attendance	Smt N.Brahmani Sri. A. Prabhakar Naidu Sri Umakanta Barik	Executive Director Chief Financial officer Company Secretary

1. Granting Leave of Absence

Sri D Seetharamaiah, Chairman of the Committee could not attend the meeting hence leave of absence was granted at his request.

Smt.N.Bhuvaneswari was elected as the Chairperson of the Committee and conducted the proceedings of the meeting.

2. Confirmation of the Minutes of the previous Meeting

The minutes of the meeting of the Management Committee held on 18th August 2014, a copy of which was circulated to all the members, have been read, confirmed and signed as correct record.

3. Review the Business for the month of August 2014

The Committee reviewed the operations and achievements for the month of August 2014 and discussed various future plans.

With the permission of the Chair, Sri. A. Prabhakar Naidu, Chief Financial Officer(CFO) of the Company presented the Turnover and Profitability for the month/Five Months ended 31st August 2014, as follows

Turnover: (Incl. other Operating Income)	For the month August, 2014			Fivemonths ended 31 st August, 2014		
	Budget	Actual	% of Ach.	Budget	Actual	% of Ach.
	(Rs. In Crs.)			(Rs. In Crs)		
Dairy	148.58	132.89	89.44	740.82	641.05	86.53
Retail	39.05	40.93	104.81	188.27	200.45	106.47
Agri	7.95	6.90	86.79	40.48	35.27	87.13
Bakery	0.45	0.48	106.67	2.07	2.00	96.62
Renewable Energy	0.32	0.18	56.25	1.58	0.95	60.13
Total	196.35	181.37	92.37	937.23	879.72	93.86
Less: Inter - SR	6.28	5.74	91.40	31.14	28.92	92.87
Net Sales	190.07	175.63	92.40	942.09	850.80	90.31

CHAIRMAN'S INITIAL

11. To take note on the Closing of Long term loan availed from Andhra Bank.

The Committee recalled that the Board of Directors at their meeting held on 28th February, 2014 approved for availing a short term Loan of 30 crores from M/s. Andhra Bank vide their letter No.139/58/768 dated 24.2.2014 repayable within three equal monthly installments.

The Committee noted that the loan was fully re-paid by the Company on 06th September, 2014 and the Andhra Bank had confirmed and issued a no Dues certificate vide their letter reference No 138/1/231 dated 08.09.2014

The members of the Committee considered the no Dues certificate and passed the following resolution in approval.

"RESOLVED THAT the members of the management Committee of Board of Directors be and are hereby noted the No due certificate issued by the Andhra Bank vide their letter Reference No.138/1/231 dated 08.09.2014 pertaining to the short term Loan of Rs.30,00,00,000 (Rupees Thirty Crores) availed from Andhra Bank Ltd vide Charge ID:10481093

"RESOLVED FURTHER THAT Smt. N. Bhuvaneshwari, Vice Chairperson & Managing Director, Smt N Brahmani Executive Director and Sri. Umakanta Barik, Company Secretary be and are hereby severally authorized to file satisfaction of charges created in favor of the Andhra Bank Limited with Registrar of Companies, Hyderabad, Andhra Pradesh in the connection with the said term loan."

FURTHER RESOLVED THAT Smt. Savita Jyoti, Partner, M/s Savita Jyoti Associates, Company Secretary in practice be and is hereby authorized to certify the forms to be filed with the Registrar of Companies."

12. To cancel the sale proceedings for purchase of Land at Guntur

The management committee of Board of Directors recalled that the Board of Director at their 157th meeting held on 30th July 2014 approved for purchase of 3.20 Acres of Land at Survey No. 63/1, and 56 in Kantheru Village Thatikonda Mandal, Guntur Dt belongs to M/s Lingamaneni Infocity Private Limited having registered office at R/o D No. 46, Avenue-4, Street No-1, Banjara Hills, Hyderabad-3, and 1.35 Acres of Land at Survey No. 63/2B in Kantheru Village Thatikonda Mandal, Guntur Dt from M/s LEPL Projects Ltd., having its Registered office at 36-14-2, Lakshminivas Vijayawada Krishna Dist. Andhra Pradesh at a price of Rs.8.00 Lakh per Acre plus registration charges and other incidental expenses with regard to execution of sale deed and registration of the same with Registrar of Assurances.

The Management Committee of Board of Directors consider the proposal of the management for not to purchase 4.55 Acres of Land from the above mentioned sellers due to some other reasons and passed the following resolution in approval:

a) **"RESOLVED THAT** the consent of the management committee of Board of Directors be and is hereby accorded to canceled the sale deeds with the following details:

Sl.No	Survey No. in Kantheru Village Thatikonda Mandal, Guntur Dt	Extent of Land
1	63/1	Acres 0.98 1/4 (12 Yards)
2	56	Acres 2.22
	Total	Acres 3.20 1/4 (12 Yards)

Purchased from M/s Lingamaneni Infocity Private Limited having its registered office at R/o D No. 46, Avenue-4, Street No-1, Banjara Hills, Hyderabad-34."

CHAIRMAN'S INITIALS

[Handwritten Signature]

MINUTES BOOK

21

526

"RESOLVED FURTHER THAT Mr. C.V.S Kaleswara Rao, Vice President -HR of Dairy Division of the Company be and is hereby authorized to sign and execute necessary documents as may be required with regard to cancellation of sale deed and cancellations charges and other incidental expenses shall be born by the Company for cancellation with Registrar of Assurances to give effect the above said resolution.

"RESOLVED FURTHER THAT M/s Lingamanen Infocity Private Limited has to pay the sale consideration by way of Cheque/ Demand Draft in favour of "Heritage Foods Limited", payable at Hyderabad.

b) "RESOLVED THAT the consent of the management committee of Board of Directors be and is hereby accorded to canceled the sale deeds with the following details:

Sl.No	Survey No. in Kantheru Village Thanikonda Mandal, Guntur Dt	Extent of Land
1	63/2B	1.35 Acres
	Total	1.35 Acres

Purchased from M/s LEPL Projects Ltd., having its Registered office at 36-14-2, Lakshminivas Vijayawada Krishna Dist. Andhra Pradesh

"RESOLVED FURTHER THAT Mr. C.V.S Kaleswara Rao, Vice President -HR of Dairy Division of the Company be and is hereby authorized to sign and execute necessary documents as may be required with regard to cancellation of sale deed and cancellations charges and other incidental expenses shall be born by the Company for cancellation with Registrar of Assurances to give effect the above said resolution.

"RESOLVED FURTHER THAT M/s LEPL Projects Ltd has to pay the sale consideration by way of Cheque/ Demand Draft in favour of "Heritage Foods Limited", payable at Hyderabad.

13. To sell Company's old Vehicles (Two wheelers)

The members of the Committee considered the proposal of the Management to dispose off the Company's Old Vehicles (Two Wheelers) at various locations as they were in service for more than 8 years and maintenance cost is so high which are given below:

Sl. No	Location	Vehicle Make & Model and Number	Book Value of the Vehicles As on 21.08.14	Best Offer		Profit/ Loss
				Name & Address	Rs	
1	Darsi	Hero Honda CD Delux AP27Q1645	13519	Sri Sai Dhanalakshni Auto Mobiles Addanki Rd, Darsi Pin 523247, Prakasam Dist	16000	2481
2	Krishna giri	Hero Honda CD Dawn TN28K9176	2324	L.Shanmugam, S/o Lokanathan M Nadupatti Village & Post, Pochampalli Tk, Krishnagiri Dist	8000	5676
3	Krishna giri	Hero Honda CD Dawn TN28AB8434	11198	Manivasan, S/O Palanisamy 3/490 Jakkappan Nagar, 5th Cross, Krishnagiri	9500	-1698
4	Krishna giri	Hero Honda Delux TN25J1497	10635	S.Kumarvel, S/o S. Servasan Lig 416, 2nd Phase New Housing Unit, Krishnagiri- 635001	13000	2365
5	Narketp alle	Hero Honda Delux AP09AJ1829	2329	G Saidulu, S/O Marafah Narketpalle, Nalgonda Dist- 508254	1850	-479
TOTAL:			40005		48350	8345

The Members of the management Committee consider the above and passed the following resolution in approval.

CHAIRMAN'S HW

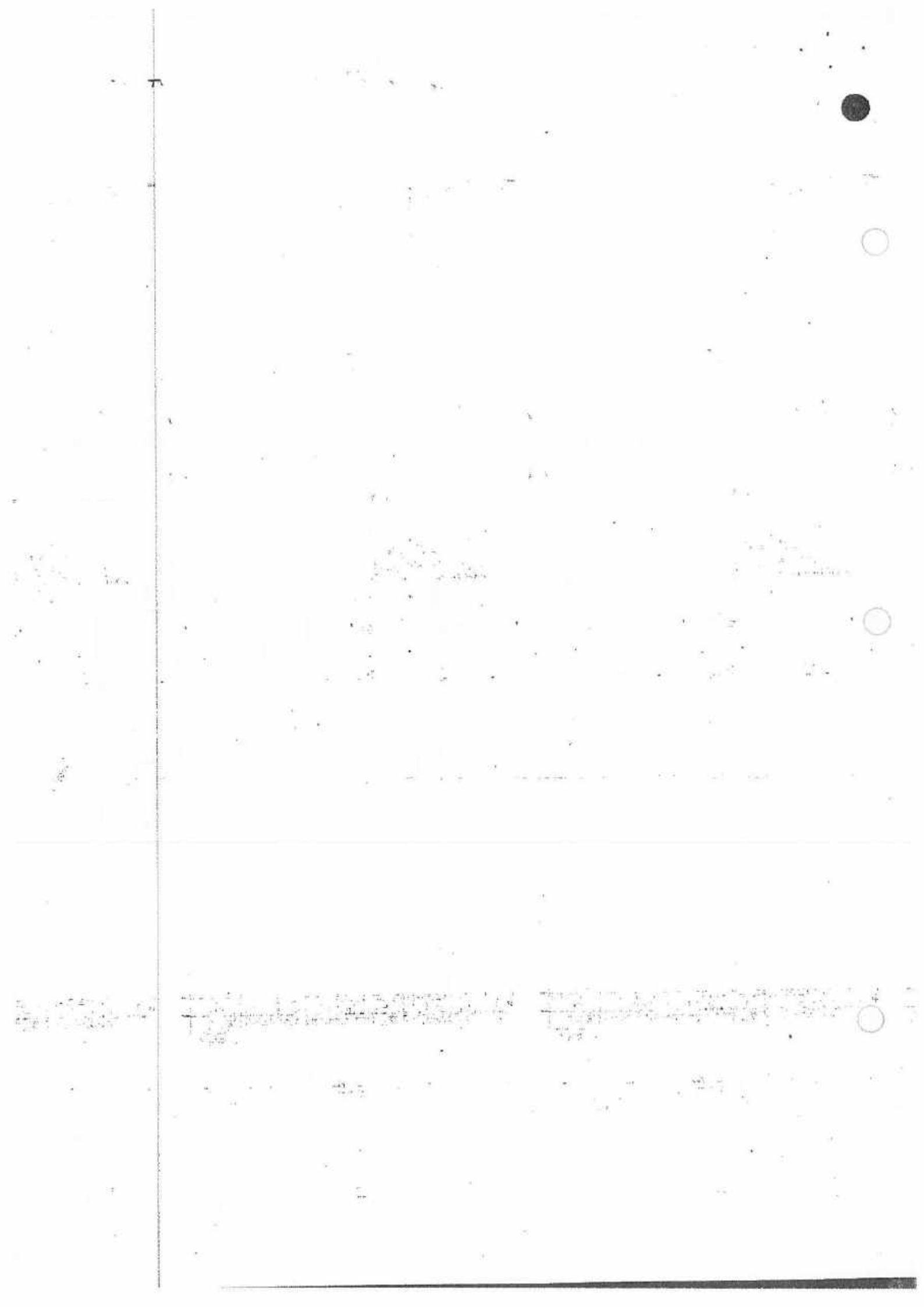
[Signature]



Attendance in Management Committee Meeting & Remuneration of Directors for the Month of September Year 2014

HERITAGE FOODS (INDIA) LIMITED
 HERITAGE FOODS PARK, POTTU
 PH: 040 - 2380121/22 Fax: 2380144

Name of the Directors	A T T E N D A N C E						Board's Meeting (A) Rs. each	S. C. Meeting (B) Rs. each	Total of Board Meeting Attended	Total of S.C. Meeting Attended	Total Amount Payable		Payment made by	Signature of the Director
	1st Week		2nd Week		3rd Week						Rs.	P.		
	Day	Year	Day	Year	Day	Year								
Sri D. Sathyanarayanaiah					LA									
Sri N. Srinivasan Rao					2014									
Sri N. Lakshmi					Nil									
Sri N. Bhavanarayana					2014									
<u>Travel</u>														
Sri N. Brahmaneni					11 days									
Sri M. Sambasiva Rao					absent									
Sri A. Padmakumar Naidu					11 days									



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Annex - 3

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Municipal Administration & Urban Development Department-Andhra Pradesh
Capital Region Development Authority Act, 2014 - Declaration of A.P. Capital City
Area-Orders-issued.

MUNICIPAL ADMINISTRATION & URBAN DEVELOPMENT (M2) DEPARTMENT

G.O.MS.No. 254

Dated: 30.12.2014

Read the following:

1. Andhra Pradesh Capital Region Development Authority Act, 2014
(Act.No.11 of 2014)
2. G.O.Ms.No.252, MA& UD Department, Dated: 30.12.2014
3. G.O.Ms.No.253, MA& UD Department, Dated: 30.12.2014

ORDER:

The Andhra Pradesh Capital Region Development Authority Act, 2014 has come into force with effect from 30th day of December, 2014 by virtue of notification published in the Extra-ordinary issue Andhra Pradesh Gazette, dated : 30-12-2014.

2. The Government have held detailed consultations with the experts of Urban Development, various public organizations and have considered the various aspects of public welfare and accessibility to all part of the state subsequent to such consultations, the Government have decided to locate capital city area within the capital region declared vide G.O 3rd read above.

3. The Government in exercise of powers under sub section 3 of section 3 of Andhra Pradesh Capital Region Development Authority Act, 2014 hereby notify the areas covering broadly an area of about 122 sq.kms as detailed in the schedule to the notification appended here to, as Andhra Pradesh Capital City area which is meant to development of the state capital under the provision of the Andhra Pradesh Region Development Authority Act, 2014.

4. The appended notification shall be published in the Extra-ordinary issue of Andhra Pradesh Gazettee dated:30-12-2014. The Commissioner, Printing, Stationery & Stores Purchase, Hyderabad is requested to arrange to publish the said notification accordingly and furnish 50 copies of the notification to the Government.

5. A copy of this order is available in the Internet and can be accessed at the address <http://golr.ap.gov.in/>

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

GIRIDHAR ARAMANE
PRINCIPAL SECRETARY TO GOVERNMENT

To

The Commissioner, Printing, Stationery & Stores Purchase, Hyderabad.
The Commissioner, Capital Region Development Authority, Vijayawada.
The District Collector, Krishna District,
The District Collector, Guntur District,

PTO

The Commissioner, Guntur Municipal Corporation, Guntur,
The Commissioner, VMC Vijayawada,
The Vice Chairman, Vijayawada Guntur Tenali Mangalagiri Urban Development
Authority
The Commissioner & Director of Municipal Administration, A.P. Hyderabad.
The Director of Town & Country Planning, Andhra Pradesh, Hyderabad.
The Accountant General, Andhra Pradesh, Hyderabad.
The Managing Director and Vice-Chairman of Andhra Pradesh Industrial
Infrastructure Corporation (APIIC)
The Vice-Chairman and Managing Director of Andhra Pradesh State Road
Transport Corporation (APSRTC);
The Vice-Chairman and Housing Commissioner of Andhra Pradesh Housing Board
(APHB);
The Chairman and Managing Director, APSPDCL;
The Vice-Chairman & Managing Director, Infrastructure Corporation of AP Ltd;
The Commissioner, Panchayat Raj Department
Engineer-in-Chief, Public Health Engineering Department
To all the Municipalities/ Nagar Panchayats in Capital Region through
Commissioner & Director of Municipal Administration.

Copy to

The PS to Hon'ble Chief Minister
The PS to Hon'ble Minister for MA&UD
The PS to Hon'ble Minister for Finance
The PS to Chief Secretary
The PS to Principal Secretary to Government, Revenue Department
The PS to Principal Secretary to Government, MA&UD Dept.,
The PS to Principal Secretary to Government Industries & Commerce Dept.,
The PS to Principal Secretary to Government, TR&B Dept.,
The PS to Principal Secretary to Government Finance Department;
The PS to Principal Secretary to Government EFS&T Department;
The PS to Principal Secretary to Government Housing Department;
The PS to Principal Secretary to Government I&I Department;
The PS to Principal Secretary to Government Panchayat Raj Department;
The PS to Principal Secretary to Government Energy Department;
All the Departments in AP Secretariat, Hyderabad.
SF/SC

//FORWARDED :: BY ORDER//

SECTION OFFICER

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(3)

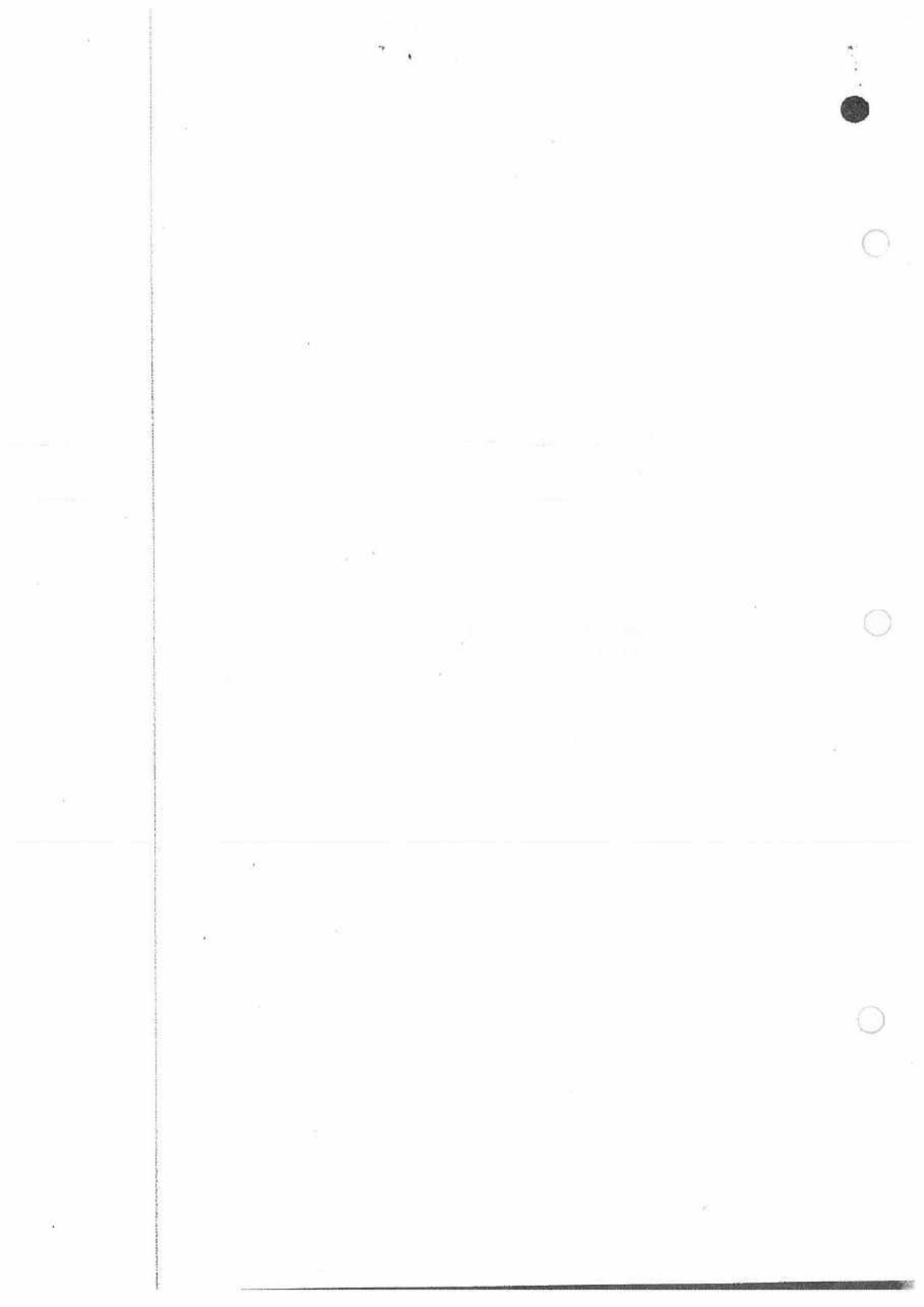
SCHEDULE

JURISDICTION OF A.P. CAPITAL CITY

The following revenue villages falling in Guntur District (on the west of Old National Highway from Prakasam Barrage to Y-junction at Mangalagiri)

Sl. No.	Mandal	Village
1	Thulluru Mandal	Lingayapalem including Hamlet Villages of Modugulanka palem
2	Thulluru Mandal	Uddandarayunipalem
3	Thulluru Mandal	Velagapudi
4	Thulluru Mandal	Nelapadu
5	Thulluru Mandal	Sakamuru
6	Thulluru Mandal	Ainevoli
7	Thulluru Mandal	Maikapuram
8	Thulluru Mandal	Mandadam including Hamlet Villages of Taliyapalem
9	Thulluru Mandal	Venkatapalem
10	Thullur Mandal	Ananthavaram
11	Thullur Mandal	Nekkallu
12	Thullur Mandal	Thulluru
13	Thullur Mandal	Dondapadu
14	Thullur Mandal	Abbarajupalem
15	Thullur Mandal	Rayapudi
16	Thullur Mandal	Borupalem
17	Thullur Mandal	Kondaraju Palem (De-Populated)
18	Thullur Mandal	Pichukala Palem
19	Tadepalli Mandal	Undavalli
20	Tadepalli Mandal	Penumaka
21	Tadepalli Mandal	Part of Tadepalli Municipality (Nulakapet, Dolas Nagar etc.)
22	Mangalagiri Mandal	Krishnayapalem
23	Mangalagiri Mandal	Nidamaru
24	Mangalagiri Mandal	Kuragallu including Hamlet Villages of Nerukonda
25	Mangalagiri Mandal	Nowluru including Hamlet Villages of Yerrabalem & Bethapudi

GIRIDHAR ARAMANE
PRINCIPAL SECRETARY TO GOVERNMENT



GOVERNMENT OF ANDHRA PRADESH
MUNICIPAL ADMINISTRATION AND URBAN DEVELOPMENT DEPARTMENT

Memo.No.1744313/CRDA/2022

Dated:09.06.2022

Sub. - MARUD(CRDA) Department - Economic Offences Wing-II - Crime Investigation Department (CID) - Request to furnish attested copy of MoU signed by GoAP with Singapore Government dated.14.12.2014 u/s 91 Cr. P.C. 1973 - Information furnished.

Ref:- From the Addl. Superintendent of Police, Economic Offences Wing-II, Crime Investigation Department (CID), Mangalagiri, GoAP, Dt.30.05.2022.

The attention of the Addl. Superintendent of Police, CID, AP is invited to the reference. He is informed that there is no MoU signed by GoAP with Singapore Government Dt.14.12.2014 in the Department as requested by CID. However, it is to inform that the MoU signed by GoAP with Singapore Government, dated.08.12.2014 is available in the Department. Therefore, the attested copies of the same are herewith submitted for kind perusal and Investigation Purpose.

Y.SRILAKSHMI
SPECIAL CHIEF SECRETARY TO GOVERNMENT

To
The Addl. Superintendent of Police,
Economic Offences Wing-II,
Crime Investigation Department (CID),
Mangalagiri.(With Enclosures)

// FORWARDED :: BY ORDER //


SECTION OFFICER

C.K. Ashok
s/o Subbarao Rao
(11/06/2022) a-451
c-Sub.
Chilakalurpeti,
Smt.

INDEX

Sl.No.	Subject	Date	Pages
1.	MoU signed by GaAP with Singapore Government	08.12.2014	1-7


SECTION OFFICER

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2

MEMORANDUM OF UNDERSTANDING BETWEEN
 INFRASTRUCTURE CORPORATION OF ANDHRA PRADESH
 AND
 INTERNATIONAL ENTERPRISE SINGAPORE
 ON
 THE MASTER-PLANNING AND DEVELOPMENT OF THE CAPITAL CITY
 AND CAPITAL REGION OF ANDHRA PRADESH

The Infrastructure Corporation of Andhra Pradesh, and International Enterprise Singapore (hereinafter referred to as the 'Parties'),

RECALLING the excellent bilateral relations and strong partnership between the Republic of India and the Republic of Singapore,

AWARE that the Government of Andhra Pradesh intends to construct a new capital city following the bifurcation of the territory of the former Andhra Pradesh,


CONSIDERING that the Government of Andhra Pradesh and the Government of Singapore are keen to cooperate in the master-planning and development of the capital city and its surrounding region,

RECOGNISING that Singapore Government agencies and Singapore companies have, in the areas of the master-planning and development of cities, townships and industrial parks, as well as the education of leaders and administrators in urban governance, extensive international experience and deep expertise, and

DESIRING to establish a framework for cooperation that would create the modalities by which the aforesaid experience and expertise would be made available to the Government of Andhra Pradesh in the master-planning and development of the capital city and its surrounding region,

HAVE AGREED as follows:

// Attached //


 SECTION OFFICER
 Municipal Administration and
 Urban Development Department
 A.P. Secretariat, Velagapudi.

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SECTION 1 - OBJECTIVES

Article 1.1

The Parties shall cooperate in the master-planning, development and construction of the capital city of Andhra Pradesh as a modern, vibrant, sustainable and smart capital city with a strong economy, excellent social amenities and efficient transport and logistics networks. The Parties shall facilitate the process by which Andhra Pradesh officials responsible for the capital city will study and adopt Singapore's experiences in master-planning, urban development and urban governance.

SECTION 2 - PARTICIPATING ENTITIES

Article 2.1

The principal participating entities shall be the Centre for Liveable Cities ("CLC") and Singapore Cooperation Enterprise ("SCE") for the Singapore Party and the Capital Region Development Authority ("CRDA") for the Andhra Pradesh Party. Notwithstanding, the Parties may invite participation from other public sector agencies, companies or other entities with the relevant expertise to support the objectives of this Memorandum.

SECTION 3 - SCOPE

Article 3.1

Given the scale of the capital city and its surrounding region, the Parties agree to proceed in a phased manner, with the scope of each phase to be clearly defined. The Parties agree that their cooperation in the first phase will begin from the signing of this Memorandum and end with the construction of the first section of the capital city. The Parties intend for this first section of the capital city to be a "seed development" that will start the process of implementing the master-plan and introducing the best practices in urban governance.

Article 3.2

Within the first phase, the Singapore Party is ready to collaborate with the Andhra Pradesh Party to:

- i) provide expert advice on city development and urban governance through the Executive Director of the CLC or his nominees serving on the Andhra Pradesh Capital City Advisory Committee;

// Attached //


SECTION OFFICER
Municipal Administration and
Urban Development Department
A.P. Secretariat, Vellore Road

- (ii) draw up a *Capital Region Plan* for the approximately 7,325 km² area within the Vijayawada-Guntur-Tenali-Mangalagiri boundary;
- (iii) draw up a *Capital City Master Plan* for the approximately 125 km² of the core of the capital city;
- (iv) draw up a detailed *Seed Development¹ Master Plan* for the construction of the approximately 8 km² first section of the capital city;
- v) provide one or more Singapore private sector entities to be the Master Developer², either solely or jointly with the Andhra Pradesh Capital Region Development Authority, of the seed development; and
- (vi) provide a reasonable number of CLC and SCIC courses and workshops in urban governance and related areas for selected Andhra Pradesh government officials to enhance the institutional capacity of the Andhra Pradesh government in these areas.

Article 3.3

Within the first phase, the Andhra Pradesh Party is ready to collaborate with the Singapore Party to:

- i) appoint the Executive Director of the CLC or his nominees to be a member of the Andhra Pradesh Capital City Advisory Committee;
- ii) support and facilitate the development of the *Capital Region Plan*, the *Capital City Master Plan*, and the *Seed Development Master Plan* by providing relevant information, such as existing urban and economic development plans, topographical maps and other Geographical Information System data;
- iii) support the Singapore consultants in their in-field work arising from this Memorandum by providing, as needed, access to counterpart personnel, local transport to and from meetings, translation services, office space and office equipment and utilities;
- iv) support and facilitate access to stakeholders and approvals within Andhra Pradesh;

¹ The Seed development is a demonstrative project, showcasing the best practices of a modern capital city. The purpose of the Seed development is to implement detailed masterplanning into a tangible reality.

² The Singapore master developer will be an entity of international repute with strong engineering and financial resources, possessing a proven track record of developing projects in Singapore, India and the region.

11 Attached II


 SECTION OFFICER
 Municipal Administration and
 Urban Development Department
 A.P. Secretariat, Volagapudi.

- 4
- v) appoint one or more Singapore private sector entities to be the Master Developer, either solely or jointly with the Andhra Pradesh Capital Region Development Authority, of the seed development; and
 - vi) select high calibre government officials to attend the CLC and SCE courses and workshops, giving priority to those officials who will be directly responsible for the development of the capital city.

SECTION 4 - JOINT COMMITTEES

Article 4.1

The Parties agree to establish a joint *High Level Committee* to provide overall leadership, supervision and direction for their cooperation in the master-planning and development of the Andhra Pradesh capital city and its surrounding region. The High Level Committee shall be co-chaired by the Chief Minister of Andhra Pradesh and Singapore's Second Minister for Trade and Industry. The co-chairmen may at their discretion co-opt up to two additional members each to assist them in their work. The committee shall meet according to a mutually agreed schedule to review the progress of their cooperation and direct their officials as appropriate.

Article 4.2

The Parties agree to establish a joint *Working Committee* to implement the decisions of the High Level Committee regarding all activities arising from their cooperation in the master-planning and development of the Andhra Pradesh capital city and its surrounding region. The Working Committee shall comprise senior government officials from both Parties with the relevant expertise and responsibilities. It shall oversee on a day-to-day basis the progress of the various cooperative activities and resolve implementation issues. It shall report directly to the High Level Committee.

SECTION 5 - COST SHARING

Article 5.1

The Parties agree to bear their own costs arising from the activities envisaged in Article 3.2 (for the Singapore Party) and Article 3.3 (for the Andhra Pradesh Party) of this Memorandum.

SECTION 6 - DURATION

11/11/2014 M

S.R.
SECTION OFFICER
Municipal Administration and
Urban Development Department
A.P. Secretariat, Hyderabad

5
Article 6.1

Save for any provision expressed to survive the expiry or termination of this Memorandum, this Memorandum shall be effective and remain in force for a period of one (1) year from the date of this Memorandum. The duration of this Memorandum may be extended with the mutual agreement of the Parties in writing.

SECTION 7 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Article 7.1

The Parties recognise the importance of protecting and respecting intellectual property rights. This Memorandum does not grant to any Party the right to use intellectual property rights and/or confidential information belonging to or created by the other Party. Specific arrangements for the use and protection of intellectual property rights and confidential information will be specified in the definitive agreements to be executed between the Parties.

Article 7.2

Neither Party shall at any time disclose to any third party (other than its officials and participating entities who have a need to know) any confidential information relating to the other Party which is acquired in the course of this Memorandum unless the information:

- a) is explicitly approved for disclosure by written authorisation of the Party to which that information relates;
- b) is required to be disclosed under the law;
- c) was in the public domain prior to the receipt of such information by the receiving Party through no fault of the receiving Party; or
- d) was developed by the receiving Party, wholly and independently.

Article 7.3

Notwithstanding the expiry or earlier termination of this Memorandum under the provisions of this Memorandum, this provision shall continue to apply to the documents, information and data exchanged between the Parties, unless the Parties agree otherwise in writing.

|| Attach 11


SECTION OFFICER
Municipal Administration and
Urban Development Department
A.P. Secretariat, Velagapudi.

SECTION 8 - REVISION, AMENDMENT AND MODIFICATION

Article 8.1

The Parties may revise, amend or modify all or any part of this Memorandum by mutual agreement in writing. Any revision, amendment or modification agreed by the Parties shall come into force and form part of this Memorandum on such date as determined by the Parties. Any revision, amendment or modification shall not affect the rights and obligations, which arose from or were based on this Memorandum prior to the coming into effect of such revision, amendment or modification.

SECTION 9 - SETTLEMENT OF DISPUTES

Article 9.1

The Parties agree that this Memorandum is not intended to be legally binding on either Party except for Articles 7.1, 7.2 and 7.3.

Article 9.2


Any difference or dispute arising out of the interpretation, implementation or application of any of the provisions of this Memorandum shall be settled amicably by consultation or negotiation between the Parties in good faith and on the basis of mutual respect and mutual benefits without reference to any third party or international tribunal, organisation or forum.

SECTION 10 - TERMINATION

Article 10.1

Either Party may terminate this Memorandum prior to its expiry under Article 6.1 by notifying the other Party of its decision. The Memorandum, excluding Articles 7.1, 7.2 and 7.3, shall terminate on the date which is the earlier of seven (7) days after the receipt of the notice of termination and the date of expiry of this Memorandum under Article 6.1, unless the notice is withdrawn by the mutual decision of the Parties before the end of this period. In the event of termination, unless otherwise agreed by the Parties, the provisions shall remain in force until the completion of any plan or programme which has been made, arranged or agreed to prior to the termination.

11 Attested ✓


SECTION OFFICER
Municipal Administration and
Urban Development Department
A.P. Secretariat, Valagard

SECTION 11 - WAIVER OF IMMUNITY

Article 11.1

The Parties agree that the execution, delivery and performance of this Memorandum by each Party constitute private and commercial acts by that Party and not public or governmental acts. Accordingly, the Parties will, in the definitive written agreements to be negotiated and entered into in respect of the specific activities and projects, waive any right of immunity on any grounds from suit, arbitration or other legal proceedings or from execution.

IN WITNESS WHEREOF, the Parties have entered into this Memorandum on the date mentioned below.

SIGNED in Hyderabad on this 8th day of December in two original copies in the English language.

For Infrastructure Corporation of Andhra Pradesh

For International Enterprise Singapore, A Statutory Board of the Republic of Singapore on Behalf of Singapore Agencies






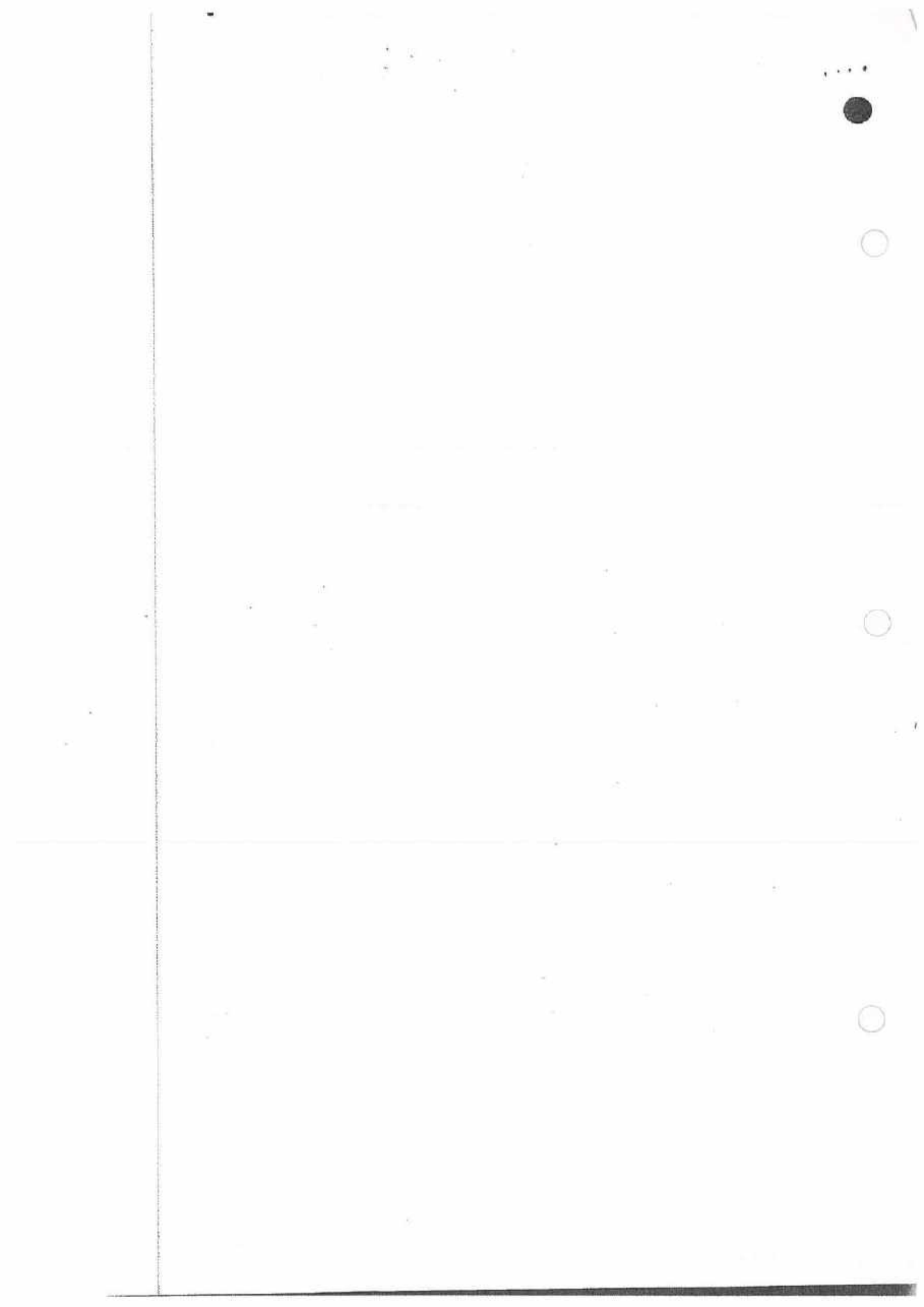
E. SAMEER SIVA RAO
Chairman of Infrastructure Corporation of Andhra Pradesh

TEO ENG CHEONG
Chief Executive Officer of International Enterprise Singapore

Date: 8/12/14

Date: 8/12/14

11 Attended 11

SECTION OFFICER
Municipal Administration and Urban Development Department
A.P. Secretariat, Hyderabad.



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Annex-6

- 1 -

File No. CRDA-15021(36)/14/2016-OSD2 OMGMT-CRDA-Part(1)

9

Receipt No: 278541/2016/OSD2-OM-APCRDA

11.

ATTENDANCE SHEET

Handwritten notes and signatures in the top right corner.

1st AP Capital Region Development Authority Meeting
dt:28-08-2015

S. No	Name of the Officer & Designation	Signature
1	Sri N. Chandrababu Naidu, Hon'ble Chief Minister, Govt. of AP & Chairman, APCRDA.	<i>[Signature]</i>
2	Dr. P. Narayana, Hon'ble Minister for MA & UD., & Vice Chairman, A.P. Capital Region Development Authority.	<i>[Signature]</i>
3	Sri Yamamala Ramakrishnudu, Hon'ble Minister for Finance & Planning, Commercial Taxes, Legislative Affairs. Member, A.P. Capital Region Development Authority.	<i>[Signature]</i>
4	Sri I.Y. R. Krishna Rao, IAS, Chief Secretary to Govt. of AP and Member, A.P. Capital Region Development Authority.	<i>[Signature]</i>
5	Sri A.K. Farida, IAS, Spl. Chief Secretary to Govt., EFST Dept. and Member, A.P. Capital Region Development Authority.	<i>[Signature]</i>
6	Sri Busi Sam Bob, IAS, Pri. Secretary to Govt., Transport, Roads & Buildings Department. and Member, A.P. Capital Region Development Authority.	<i>[Signature]</i>
7	Dr. P.V. Ramesh, L.A.S., Pri. Secretary to Govt., Finance Department and Member, A.P. Capital Region Development Authority.	
8	Sri K. S. Jawahar Reddy, IAS, Secretary to Govt., PR Department. and Member, A.P. Capital Region Development Authority.	
9	Sri Ajay Jain, L.A.S., Secretary to Govt., Energy Infrastructure and Investment Department and Secretary to Government (CRDA); Municipal Administration & Urban Development Department and Member, A.P. Capital Region Development Authority.	<i>[Signature]</i> 28/8/15
10	Dr. N. Srikanth, IAS, Commissioner, APCRDA & Member Convener	<i>[Signature]</i> 28-8-15

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APCRDA 1st Authority Meeting Resolutions

**Resolutions of 1st Authority meeting of APCRDA
28th August, 2015**

1/2015

Hiring Surbana to prepare detailed master plan for 217 sq.km of Amaravati city, and prepare layouts, infrastructure plans and cadastral framework for land pooling scheme covering 22,000 land owners at a cost of Rs. 11.92 Cr on nomination.

Resolution: It is resolved to hire Surbana on nomination to prepare detailed master plan for 217 sq.km, and prepare layouts, infrastructure plans and cadastral framework for land pooling scheme of Amaravati city at a cost of Rs. 11.92 Cr. keeping in view of the tight timelines stipulated under LPS rules, 2015 and in the best interest of Capital City project.

2/2015

Method of selection of Architectural consultant for Government Capital Complex.

Resolution: It is resolved to adopt the method of inviting the top three master architects in the world for a design competition, with appropriate re-imbursement of effort expenses and selecting the best master architect to design Capital city Government complex; and for this purpose the Executive Committee shall form an expert committee for selection of three master architects who would be part of the design competition.

3/2015

Approval of zonal jurisdiction in capital region.

Resolution: It is resolved to form nine zones in capital region u/s 13(2) with with zonal office head quarters at Vijayawada, Tenali, Guntur, Sattenapalli, Nandigama, Nuzvid, Gannavaram, Vuyyuru and Amaravati; and further authorize the Commissioner to acquire/lease required site in each zone for establishing permanent office spaces, and take further action for formation of Zones and establishing Zonal Offices.

(1/9)

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Chief Minister

Commissioner & Member Convener
APCRDA

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(3)

-3-

4/2015

Change of land use from agriculture to commercial use.

Resolution: It is resolved to delegate the powers of change of land use to the Executive Committee and the EC is directed to evolve a rational and transparent policy for this purpose.

5/2015

Fee and development charges exemption for Spice Park layout of Government of India.

Resolution: It is resolved to waive all fees and development charges of Spice Park, Layout of Government of India.

6/2015

Joint development of 20 acres of land at Amaravati township to create 5 lakh sft of office cum commercial space.

Resolution: Deferred

7/2015

Permission to set up Investment Promotion Agency for capital region.

Resolution: It is resolved that the list of investors who have shown interest till date and the industrial sites available in Amaravati City master plan along with access roads be mapped first in consultation with Industries department.

8/2015

Permission to prepare policies for land pricing, land disposal and anti-speculation for lands in Amaravati City Area.

Resolution: Approved

(2/9)

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Commissioner & Member-Cum-Manager
APCRDA

Chief Minister

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100

Receipt No : 278541/2016/OSD2-OM-APCRDA

APCRDA 1st Authority Meeting Resolutions

3

9/2015

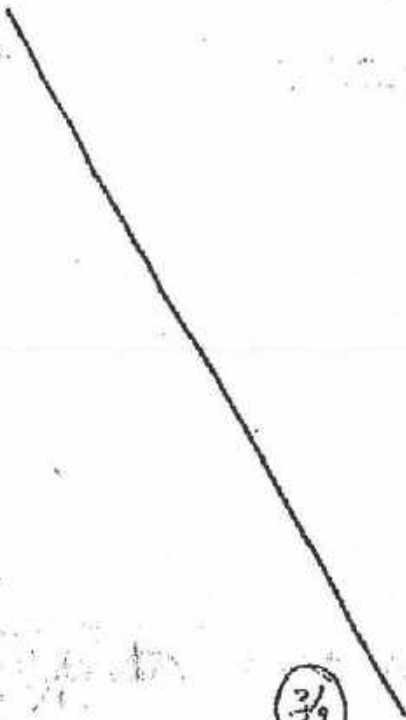
Transfer of VGTMUDA employees to CRDA.

Resolution: It is resolved to absorb all the 63 employees of former authority, who were working immediately before the date of enactment of APCRDA Act, 2014, to APCRDA u/s 152 r/w 5(1) of fourth schedule.

10/2015

Permission to prepare separate Human Resource (HR) policy for APCRDA.

Resolution: It is resolved to adopt a separate HR policy u/s 22, incorporating national and international best practices complying with applicable laws, for all employees of APCRDA, and authorize the Commissioner to engage the best HR consulting firm, national or international, u/s 22(1)(c)(iv); and further to recommend to Government to itdraw the Government Orders issued in this regard laying down certain HR policies for APCRDA.



3/9

Chief Minister


Commissioner & Member-Cum-Manager
APCRDA

APCRDA 1st Authority Meeting Resolutions

1

11/2015

Approval of appointment of certain directors heading Groups

Resolution:

1. It is resolved to approve the following appointments u/s 22(1)(a) :
 - (a) P R K Murthy, as Head of Transportation and Engineering Group of APCRDA (currently working as Chief Transport and Communication division of MMRDA);
 - (b) S S Jaideep, as Director, Social Development
 - (c) R Krishna Gopal, Director, Human Resources Group of APCRDA; and
 - (d) Rajesh Kumar as Director, Information Systems Group of APCRDA: as per the terms and conditions negotiated by the Commissioner.
2. It is resolved that the action taken by the Commissioner, APCRDA in dispensing with the written test and conducting only oral examination in the process of selection of Directors who have a minimum experience of 15 years is ratified.

12/2015

Sanction of 26 land pooling / land acquisition unit staff.

Resolution: It is resolved u/s 22 to create 26 LPS / LA Units each consisting of 26 special deputy collectors, 26 tehsildars, 52 deputy tehsildars, 26 revenue inspectors, 26 deputy inspectors of survey, 52 surveyors, 52 chainmen and 52 administrative assistants and authorize the Commissioner to meet the required expenditure towards pay and emoluments.

4/9


Commissioner & Member-Convener
APCRDA


Chief Minister

70

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APCRDA 1st Authority Meeting Resolutions

5

13/2015

Special allowance to employees working in APCRDA and Capital city on deputation.

Resolution: It is resolved u/s 22(1)(c) to sanction 30 percent of Basic Pay to all Government employees who are deputed to APCRDA and CA from the date of their joining.

14/2015

Permission to send 25 personnel to Centre for Livable Cities, Singapore from 6th September to 11th September, 2015.

Resolution: It is resolved to authorize Commissioner to take necessary steps for the travel plan of 25 officers of CRDA and other government departments to attend the 2nd APULG Training at Singapore. Commissioner, CRDA, is authorised to nominate the officers to the capacity building workshop.

15/2015

Permission to send 3 teams to 11 cities for studying the best practices and giving inputs to city project development.

Resolution: It is resolved to approve the travel programme of Best Practice Benchmarking Visits of APCRDA personnel to eleven cities renowned globally for their best practices and authorize the Commissioner, CRDA to nominate the personnel connected with capital city development and send the study teams within a budget of Rs.95 lakhs. It is further resolved to request the local industry association delegations to accompany the teams at their cost.

(19/9)

[Handwritten signature]

Commissioner & Member-Commissioner
APCRDA

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Chief Minister

(19/9)

103

2

Receipt No : 278541/2016/OSD2-OM-APCRDA

APCRDA 1st Authority Meeting Resolutions

6

16/2015

Foreign visits by personnel of APCRDA to be undertaken with intimation to the Government.

Resolution: It is resolved that:

1. all foreign visits of staff of APCRDA shall be authorized by the Authority;
2. the visits which are emergency in nature will be approved by the Executive Committee and brought in the next meeting of Authority for ratification within the budget earmarked for foreign training and capacity building which for the current financial year is Rs.4 crores; and
3. the Government be intimated of the visits after approval by the Authority.

17/2015

Delegation of powers of commissioner to his subordinate staff.

Resolution: It is resolved that the Commissioner may delegate his powers to the staff working in the authority as per Sec. 17 of APCRDA Act, 2014, read with 3(g) of Second Schedule.

18/2015

Engagement of Program Management Consultant and other consultants for assisting APCRDA for Amaravati City Development Project

Resolution: It is hereby resolved to authorise Commissioner, APCRDA to engage world class consultants for Program Management; Architectural design of Government Complex; Transport planning, City Infrastructure; Blue-green network; Communications strategy and implementation, Technology master plan, Legal consultancy, Owners Engineer, Project managers for individual infrastructure projects and such other consultants required for the task of building world class Amaravati City at costs determined as per the outcome of the respective bidding processes.

6/9


Chief Minister

Commissioner & Member-Committee
APCRDA

2

APCRDA Int. Authority Meeting Resolutions

7

19/2015

Engaging experienced executive assistants for the Commissioner APCRDA from Auctus Advisors for a period of six months.

Resolution: It is resolved to engage two experienced executive assistants for Commissioner CRDA with off site support from Auctus Advisors at a cost of Rs.13 lakhs per month for a period of six months in view of the volume of work being handled by Commissioner at this juncture.

20/2015

Operationalisation of development fund and revolving fund constituted in the APCRDA Act.

Resolution: It is resolved to authorize the Commissioner to engage suitable finance expert consultant to draw up standing orders for operationalising development fund and revolving fund under APCRDA Act.

21/2015

Exploring the possibility of floating Amaravati Infrastructure Bonds.

Resolution: It is resolved to authorize the Commissioner in-principle to initiate necessary steps to explore the possibility of floating Amaravati infrastructure Bonds as tax free bonds to raise money from the market; and further to consult finance department of Government and Economic Development Board for financing strategy.

22/2015

Transfer assets and liabilities of VGTM UDA as on 30-12-2014 to APCRDA

Resolution: It is hereby resolved that the accounts of VGTM UDA as on 30.12.2014 are adopted.



Commissioner & Member-Convenor
APCRDA




Chief Minister



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(9)

APCRDA 1st Authority Meeting Resolutions

23/2015

Permission to identify principal banker for APCRDA

Resolution: It is hereby resolved that Andhra Bank shall be the principal banker of APCRDA.

24/2015

Budget requirement for infrastructure work plan.

Resolution: Deferred.

25/2015

Ratification orders for transfer of Rs. 3 Cr as loan from the funds of APCRDA to Ap Urban Greening and Beautification Corporation at 8.5 percent interest.

Resolution: Ratified.

26/2015

Engaging PwC for 3 months and extendable by another three months.

Resolution: It is resolved to authorize the Executive Committee to negotiate the current quoted price of Rs.21.06 lakhs per month by PWC and engage them for three months, extendable by another three months or till selection of Strategic Management Consultant whichever is earlier, in view of the volume of work with APCRDA at this juncture.

(9)

5

Commissioner & Member-Convener
APCRDA

[Signature]
Chief Minister

(9)

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Receipt No : 278541/2016/OSD2-OM-APCRDA

APCRDA 1st Authority Meeting Resolutions

2
9

27/2015

Engaging Capital Fortunes Ltd. For 3 months extendable by another three months.

Resolution: It is resolved to engage Capital Fortunes for the end-to-end transaction advisory work of handling exclusively the Swiss Challenge process of selection of Amaravati Development Partner as resolved by the Cabinet, on a lump sum basis instead of on a monthly basis; and further authorize the Executive Committee to negotiate the payment for this purpose.

28/2015

Engaging M/s Tatva Legal Hyderabad.

Resolution: It is resolved to engage a legal firm with the advice of Additional Advocate General for this purpose.

29/2015

Engaging National Geographic channel for creating documentary.

Resolution: It is resolved to engage National Geographic Channel for creating the documentary Amaravati- the future city for a period of 3-4 years at a cost of Rs.48 lakhs subject to negotiating a holistic scope of documenting the entire process of city building in an intense manner covering diverse aspects such as human life, changes in life style, history of naming the city, history of the city, land pooling process, crucial decision making meetings and so on.

30/2015

Approval of priority works by 2018.

Resolution: It is resolved that an official committee at the Government level headed by Chief Secretary, and other concerned officials shall draw up the list of mandatory developments that are required to be completed by December, 2018 along with the responsible agency.

9/4


Chief Minister


Commissioner & Member-Cum-Secretary
APCRDA



O/o The Metropolitan Commissioner

AMRDA, Vijayawada

To
Senior Audit Officer/SSAP-13

Office of the Accountant General (Audit), Andhra Pradesh, Amaravati,
Vijayawada - 520 002

Sir,

Sub: Certain information on Planning of Capital City, Amaravati - Reg

Ref : AG (Audit)/AMG-I/SSAP-13/CA/2021-22/AE No.32 Date: 03.09.2021

Kind attention is invited on the subject cited.

The following point wise remarks related to Capital City are here with submitted.

1. Copies of short-term, medium-term and long-term or any annual plans assessing the requirement of quantum of land, financial resources prepared by the Authority for carrying out the construction of capital city, Amaravati may be furnished. If no such plans were prepared, reasons for non-preparation may be furnished to Audit.

AMRDA Remarks:

The Andhra Pradesh Capital Region Development Authority Act, 2014 has come in to force with effect from 30th day of December 2014. The Government in the exercise of powers under section 3 (3) of Andhra Pradesh Capital Region Development Authority Act, 2014 have notified the Andhra Pradesh Capital City Area covering broadly an area of 122 Sq.Kms as detailed in Schedule vide, G.O. Ms.No.254, Municipal Administration & Urban Development (M2) Department, Dt.30-12-2014. This notification was published in the Extra-ordinary issue of Andhra Pradesh Gazette dated:30-12-2014.

In this context, it was informed to the Government that as per RSR of the villages falling in Capital city area, the total area computes to 217 Sq.Kms instead of 122 Sq.Kms and requested the Government to issue the following Errata to the G.O. Ms.No.254 of MA&UD (M2) Dept., dt. 30-12-2014 in Para 3 Vide

Letter Rc.No.MIS/JPO/300/2015 dt.30-05-2015;

The extent of area Notified	Variation
122 Sq.Kms in Para 3 of GO. Ms.No.254 Dt.30-12-2014	217 Sq.Kms instead of 122 Sq.Kms for the Capital city in Para 3 of the said GO.

Accordingly, Government in exercise of the powers conferred under section 3 (3) of the Andhra Pradesh Capital Region Development Authority Act, 2014 and in view of the above report of the Commissioner, APCRDA, has notified in GO.Ms.No.141 of MA&UD (M2) Dept. dt. 09-06-2015 an area of 217.23 Sq.Kms as Andhra Pradesh Capital City Area which is meant for the development of the state capital under the provisions of the Andhra Pradesh Capital Region Development Authority Act, 2014, duly superseding the orders issued in the GO.Ms.No.254 of MA&UD (M2) dept. dt.30-12-2014. This was published in extraordinary issue of Andhra Pradesh Gazettee dt.09-06-2015.

Jurisdiction of A.P.Capital City: The following revenue villages falling in Guntur District (on the west of old National Highway from Prakasam Barrage to Y-junction at Mangalagiri)

Sl. No.	Mandal	Village	Total Village Area (in Sq.km)
1	Thulluru Mandal	Lingayapalem including Hamlet Villages of Modugulanka palem	14.49
2	Thulluru Mandal	Uddandarayunipalem	
3	Thulluru Mandal	Maikapuram	
4	Thulluru Mandal	Velagapudi	8.09
5	Thulluru Mandal	Nelapadu	5.74
6	Thulluru Mandal	Sakamuru	6.58
7	Thulluru Mandal	Ainavolu	4.85
8	Thulluru Mandal	Mandalam including Hamlet Villages of Tallapalem	20.19
9	Thulluru Mandal	Venkatapalem	11.09
10	Thulluru Mandal	Ananthavaram	10.30
11	Thulluru Mandal	Nekkallu	5.71
12	Thulluru Mandal	Thulluru	14.92
13	Thulluru Mandal	Dondapadu	4.97
14	Thulluru Mandal	Pichukala Palem	
15	Thulluru Mandal	Abbarajupalem	5.86
16	Thulluru Mandal	Borupalem	
17	Thulluru Mandal	Rayapudi	24.34
18	Thulluru Mandal	Kondaraju Palem (De-Populated)	3.43
19	Tadepalli Mandal	Undavalli	13.05
20	Tadepalli Mandal	Penumaka	8.85
21	Tadepalli Mandal	Part of Tadepalli Municipality (Nulakapet, Dolas Nagar etc.)	1.88
22	Mangalagiri Mandal	Krishnayapalem	6.34
23	Mangalagiri	Nidamaru	11.30

	Mandal		
24	Mangalagiri Mandal	Kuragalla including Hamlet Villages of Nerukonda	14.33
25	Mangalagiri Mandal	Nowluru including Hamlet Villages of Yerrabalem & Bethapudi	20.92
Total			217.23

The land procurement for the Capital City is taken up through G.O.Ms.No.1 Dated: 01.01.2015 'The Andhra Pradesh Capital City Land Pooling Scheme (Formulation and Implementation) Rules, 2015' and as per this G.O. the land owners were assured developed Residential and Commercial Plots. As the Government has notified in G.O.Ms.No.141 of MA&UD (M2) Dept. dt. 09-06-2015 an area of 217.23 Sq.Kms as Andhra Pradesh Capital City Area which is meant for the development of the state capital, assessment for requirement of quantum of land is not carried by CRDA and the same basis was taken for preparation of Master Plan.

2. Details of Agency engaged and criteria of selection for preparation of Master plan of capital city and capital region may be submitted. Records such as MOU, RFP, Agreement and other records relating to the preparation of master plan may be furnished to Audit.

AMRDA Remarks:

Selection of the firm M/s Surbana International Consultants Private Limited, Singapore: Entrustment on Nomination: Basis of selection/ Criteria adopted:

The Authority called for RFP for preparation of LPS on 19-06-2015 through tender notification with submission date as 06.07.2015. Two firms namely M/s Stantech Consulting Private Limited, Ahmedabad and M/s Aarvee associates private limited, Hyderabad has participated. The evaluation committee which was constituted vide Proceedings Rc.No. C8-1084/2015 dt. 03.06.2015 in its first meeting held on 08.07.2015 examined the proposals of the two firms and the Bids were returned and have been cancelled.

Government of Andhra Pradesh made a request to Singapore Government that if M/s Surbana takes up the LPS work, there could be considerable time savings and requested to submit their proposals to this effect. Accordingly M/s Surbana has submitted their proposals on 02.07.2015 to MA&UD

In the process of Capital City development project, the first and prime most requirement is to prepare a Perspective Plan and Capital City Master Plan and they are to be notified and approved by the competent Authority (APCRDA) for taking up any developmental works. The plans have now been prepared by the Singapore Government, which needs some revisions as stated above, to integrate all the infrastructure proposals for the Capital City area of 217.23 Sq Km.

Further land is a prime resource, which needs to be pooled or acquired for the requirement of the state capital at a faster rate, and the process of Land

Pooling has already been initiated by the APCRDA and work is in brisk progress. Since considerable time has already been lapsed from the date of notification of intention, there is an urgent need to finalise Capital City Masterplan and LPS, so as to handover returnable plots to land owners and also to take up further developmental works as proposed in the masterplans.

Since the construction of Capital City involves various components that has to be dealt simultaneously by various line departments/ corporations/ consultants/ contractors etc. for which a statutory Plan is an immediate requirement.

Further, as promised by the State Government of Andhra Pradesh the foundation stone laying ceremony for the Capital City is programmed to be on 22-10-2015 by the Hon'ble Prime Minister, Government of India. Speedy action is therefore desirable to notify the revised capital city masterplan at the earliest so as to take further follow-up action on LPS and other proposals envisaged in the Master Plan for Capital City Development Project.

In the light of the above, if the fresh bids are called for now for revising the Capital City Master plan and to prepare LPS which may take couple of months more time to finalise the consultant. It is also not sure if there would be participation from eligible consultants with experience in dovetailing the Green field Capital Cities master plans and Land pooling schemes which is an innovative scheme not practiced any where in India at this magnitude.

M/s Surbana has been involved in the planning works for the Capital City Masterplan and is well versed with the City's vision, goals and strategies. Involving the same design team for the Land Pooling Scheme proposal will help in protecting the integrity of the land use and zoning plans. This will also enable CRDA in acquiring best possible urban solutions into implementable land pooling schemes.

Since, M/s Surbana International Consultants Pte Ltd., has already gained experience and local knowledge of the APCRDA Capital region and Capital City while preparing the Perspective Plan and Capital City masterplans, they will be able to do justice for the revision of the masterplans prepared by them in time and also to incorporate LPS layouts.

This issue was discussed during the review meeting by the Hon'ble CM held on 14-08-2015 for taking a decision in this matter. Since the masterplans were prepared by M/s Surbana International Consultants Pte Ltd., it was felt that they had the competency to revise the same in a short time with the knowledge they already gained during plan preparation. The LPS are also to be seamlessly integrated and need to be incorporated in the revised Masterplans.

In the review meeting by the Hon'ble Chief Minister on 14-08-2015, it was concluded "to engage M/s Surbana for taking up the detailed Master Plan for Amaravati Capital City master plan in view of shortage of time and the expertise they already gained. The scope will include detailed master plan of Amaravati city, detailed layout plans for Land Pooling Scheme returnable plots, preparing a plan for new cadastral survey, transferring the detailed master plan on to the ground etc. and to bring the item of engaging Surbana to the Authority of APCRDA". And the same was placed before the 1st Authority meeting held on 28-08-2015.

In the first Authority meeting held on 14-08-2015 vide Resolution No.1/2015, it was resolved to hire M/s surbana International Consultants Pte Ltd., Singapore on nomination to prepare detailed master plan for 217.23 SqKm, and prepare layouts, infrastructure plans and cadastral framework for land pooling scheme of Amaravati city at a cost of Rs.11.92 Crore keeping in view of the tight timelines stipulated under LPS rules, 2015 and in the best interest of Capital City Project.

In the 5th Executive Committee meeting held on 25-09-2015 vide Resolution No.14/2015, the action of Commissioner, in engaging M/s Surbana International Consultants Pte Ltd., Singapore as consultants for the work of "Revision of Capital City Master Plan and Preparation of Land Pooling Schemes for Amaravati Capital City" for an amount of Rs. 16,64,62,800/- (Rupees Sixteen Crore Sixty Four lakhs Sixty Two Thousand and Eight Hundred only) [ST: Rs.2,04,42,800/-; TDS: Rs:2,92,04,000/-; total taxes: Rs.4,96,46,800/-] with a net payable amount of Rs. 11,68,16,000 (Eleven Crore Sixty Eight Lakhs Sixteen Thousand Only) to M/s. Surbana International Consultants Pte Ltd., Singapore; and to arrive at a revised MoU to above effect and submit this for approval of the Authority is approved.

In the second Authority meeting held on 26-04-2016 vide Resolution No.33/2016, it was resolved that the action of Commissioner, for engaging M/s Surbana International Consultants Pte Ltd., Singapore on nomination as consultants for the work of "Revision of Capital City Master Plan and Preparation of Land Pooling Schemes for Amaravati Capital City" for an amount of Rs.14,79,66,934 (Fourteen Crore Seventy Nine Lakhs Sixty Six Thousand Nine Hundred Thirty Four Only) including all Indian taxes i.e., IT TDS(10%), Service Tax(14%) is ratified.

Agreement with M/s Surbana Consultants was entered on 03rd September 2015 for undertaking the following works;

1. Finalization of Master Plan
2. Preparation of LPS including landuse, transport and Infrastructure plans
3. Peg marking of ROWs for 217.23 Sq Km

The time lines specified in the Contract Agreement are;

- | | | |
|--|---|-----------------------|
| Date of commencement of the project | - | 03-09-2015 |
| 1. Revised Capital City Master Plan | - | 45 days (17-10-2015) |
| 2. Preparation of LPS layouts | | |
| a. For 2 model villages | - | 180 days (01-03-2016) |
| b. For all 29 villages | - | 250 days (10-05-2016) |
| 3. Peg marking of RoW for 217.23 SqKm- | | 250 days (10-05-2016) |

They submitted revised Draft Master Plan for capital city and it was notified on 26-12-2015. Later they have submitted draft LPS layout for Nelapadu village through mail on 28-04-2016 and they have not submitted draft LPS layout for second model village.

The Authority held meetings with farmers/land owners on several occasions and finalized plot allotment policy in its meeting held on 26-04-2016. The options for joint allotment of returnable plots from the farmers in the form 9.18 have been called for after the Authority meeting. 9.18 applications were invited on 26.04.2016 with 31.05.2016 as the last date for submission. As the 9.18 information is a prerequisite for the preparation of LPS layouts, M/s Surbana has not commenced the preparation of draft LPS layouts.

M/s Surbana International Consultants Pte Ltd., Singapore have demanded a payment of monthly retainer fee of INR 70,00,000 (Indian Rupees Seventy Lakhs only) excluding TDS until they fully complete the delivery of draft LPS & final LPS layouts; immediately after 250 days from the date of Contract execution, beginning from June 11. This payment is in addition to the payment specified in the contract which is on lump-sum basis, which is subject to successful delivery of the services provided in the scope.

The Contract between APCRDA and M/s Surbana International Consultants Pte. Ltd. dated 9 September 2016 was signed for a period of 6 months (ref 1 in the table below), extendible for a period of additional 6 months. Such extensions can be invoked under multiple circumstances including, but not limited to the default

of the Client. The contract price is lump-sum, with the price linked to the deliverables and not the duration of the contract. Additional payments can be made only in case of additional services being requisitioned by the Client. There has been, for various reasons, delay beyond the agreed project schedule of 250 days by 3 months, which has led to claims from M/s Surbana on extended periods of deployment of personnel.

The above are placed before Authority during the 4th Authority meeting held on 13 June 2016 and the Authority resolved in its resolution number 60/2016, that "the Authority do and hereby authorize the executive committee to negotiate with Surbana and finalise any additional payment required due to delay in the project not exceeding Rs.70 lakhs per month exclusive of taxes (TDS and Service tax), if required on retainer basis".

Accordingly, the negotiations with Surbana was scheduled during the upcoming Executive Committee meeting on 1st July 2016. But, due to non-availability of some of the EC members, the meeting had to be postponed in the last moment. However, since the Surbana team had already traveled to Vijayawada for the negotiations with EC, it was decided to hold preliminary discussions between APCRDA representatives led by the Commissioner (In-charge) and the Surbana team.

During the discussion various points were raised and discussed at length including the apprehensions mentioned in the 4th Authority Meeting Agenda. Towards the conclusion of this meeting, the Surbana team offered to reduce their additional payment quote from Rs. 70 lakhs per month exclusive of taxes (TDS and Service tax) to a lump sum amount of Rs. 1.4 Crore exclusive of taxes (TDS and Service tax) as compensation for an extension over the next 6 months. The CRDA team mentioned that the same shall be communicated to the Executive Committee which would take the final decision on the matter.

The Surbana team subsequently sent a letter dated 04-07-2016 stating the following:

- SJ and CRDA agreed on extension of time for completion of services up to 6 months starting from July 2nd, 2016
- The additional fees as negotiated during the discussions on 1st July, 2016 as lumpsum of Rs.1.40 crore will be split as Rs.70 lakh for Stage 3 and Rs.70 lakh for Stage 4 works in addition to the Stage 3 and Stage 4 fees as per contract.

The APCRDA responded to the Surbana letter on 05-07-2016, clarifying that the amount and the terms mentioned in the email has not been agreed upon by the CRDA and that the negotiations shall be held by the Executive Committee for which the invitations shall be sent and the accordingly the start date for the extension shall be date of approval of EC.

Accordingly, it is being proposed to put up their revised offer to the Executive Committee for negotiation and finalization.

In the 10th Executive Committee meeting held on 04-08-2016 vide Resolution No.38/2016, it was resolved that the executive committee do and hereby approve an additional payment of Rs.1.56 Cr including TDS and excluding service tax, towards M/s Surbana International Consultants Pte. Ltd., for extension of the contract period by 6 months starting 2nd July 2016. Resolved further that the Executive Committee authorise the Commissioner, APCRDA to perform the additional payment on successful submission of Stage-3 and Stage-4 deliverables as per Contract document. Resolved further that the Executive Committee authorise the Commissioner, APCRDA to enter into Contract amendment for the said extension of time period and additional payment.

Accordingly, the Supplementary agreement was entered with M/s Surbana for an

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additional payment of INR 1,56,00,000 [Indian Rupees One Crores Fifty Six Only] excluding Service tax on 02-11-2016.

3. Whether the agency had prepared and submitted the master plan (for capital city and capital region) within the timelines set by APCRDA.

AMRDA Remarks:

The deliverables mentioned for Stage-1: Revision of Capital City Master Plan were delivered as per the delivery schedules.

4. When was the master plan notified by the Government/APCRDA. Is there any delay in notifying the plan, If there was delay, Reasons for the same may be furnished.

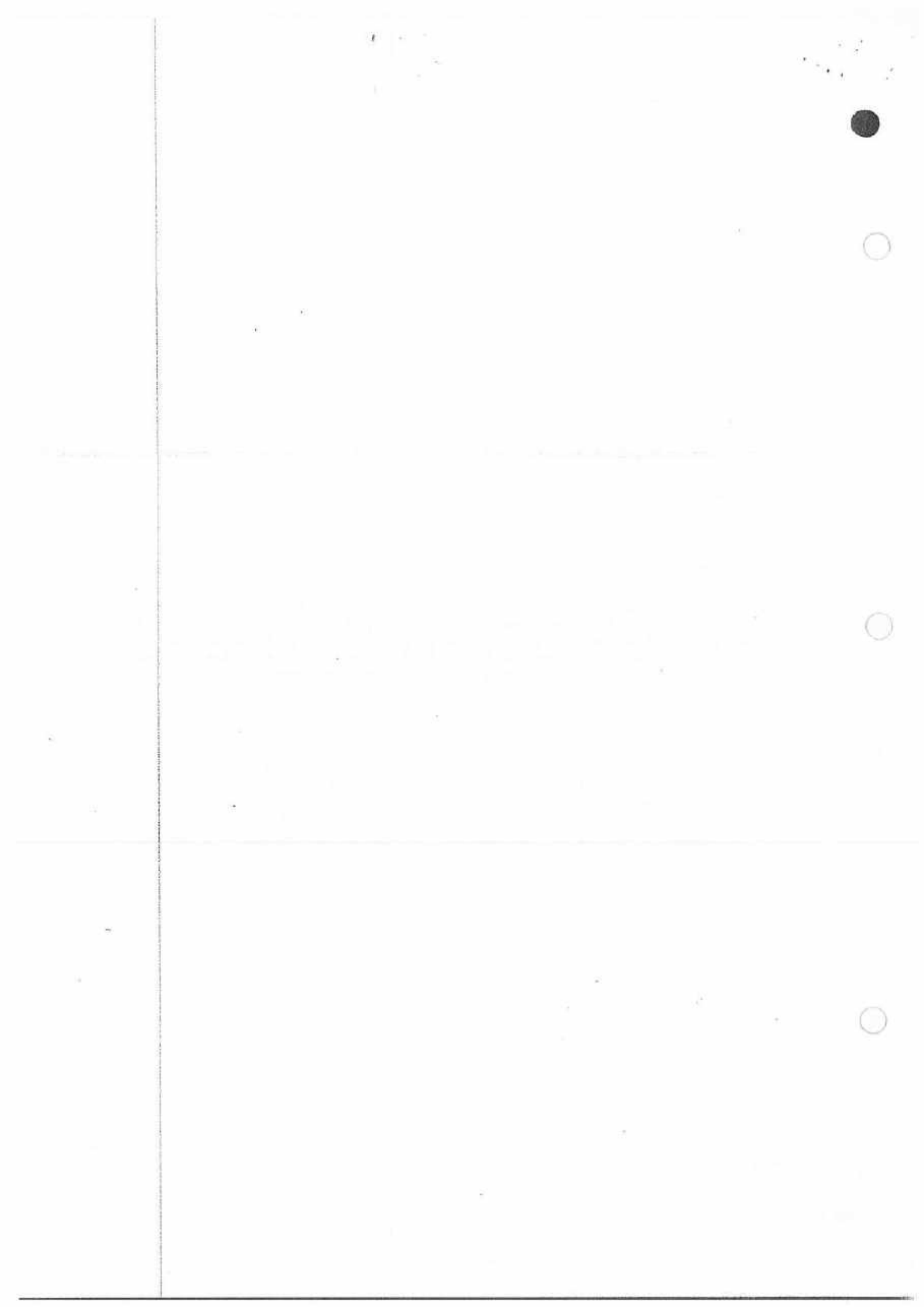
AMRDA Remarks:

The agency has prepared and submitted the Draft Master Plan as per the agreement and Draft Master plan for capital city area (Amaravati) prepared under section 38 of APCRDA Act, 2014 was notified in part 1 of Andhra Pradesh extraordinary Gazette vide No. 408 dated 26.12.2015 inviting objections and suggestions from public within a period of 30 days from the date of notification.

APCRDA has scrutinized all objections and suggestions received within the stipulated period and made certain modifications and approved the detailed master plan of capital city Amaravati - following due procedure and through Gazette No. 18 Guntur dt. 23-02-2016, notice is hereby given that detailed Master Plan for Andhra Pradesh Capital City - Amaravati as per the appended schedule is notified under section 39 (6) of APCRDA Act of 2014 for information. This Master Plan will be in force from the date of publication of this notice i.e. 23 02.2016 superseding all previous master plans / zonal development plans of this area.

Naga Sundari K

Director (Planning)



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328/1618

200448/2016/ASSTP-PLNG-APCRDA

CONTRACT AGREEMENT

Between

(1)



సత్యం జయతే

A.P. CAPITAL REGION DEVELOPMENT AUTHORITY
VIJAYAWADA : ANDHRA PRADESH

And

M/s. STUP Consultants Pvt. Ltd.,

Chennai

for

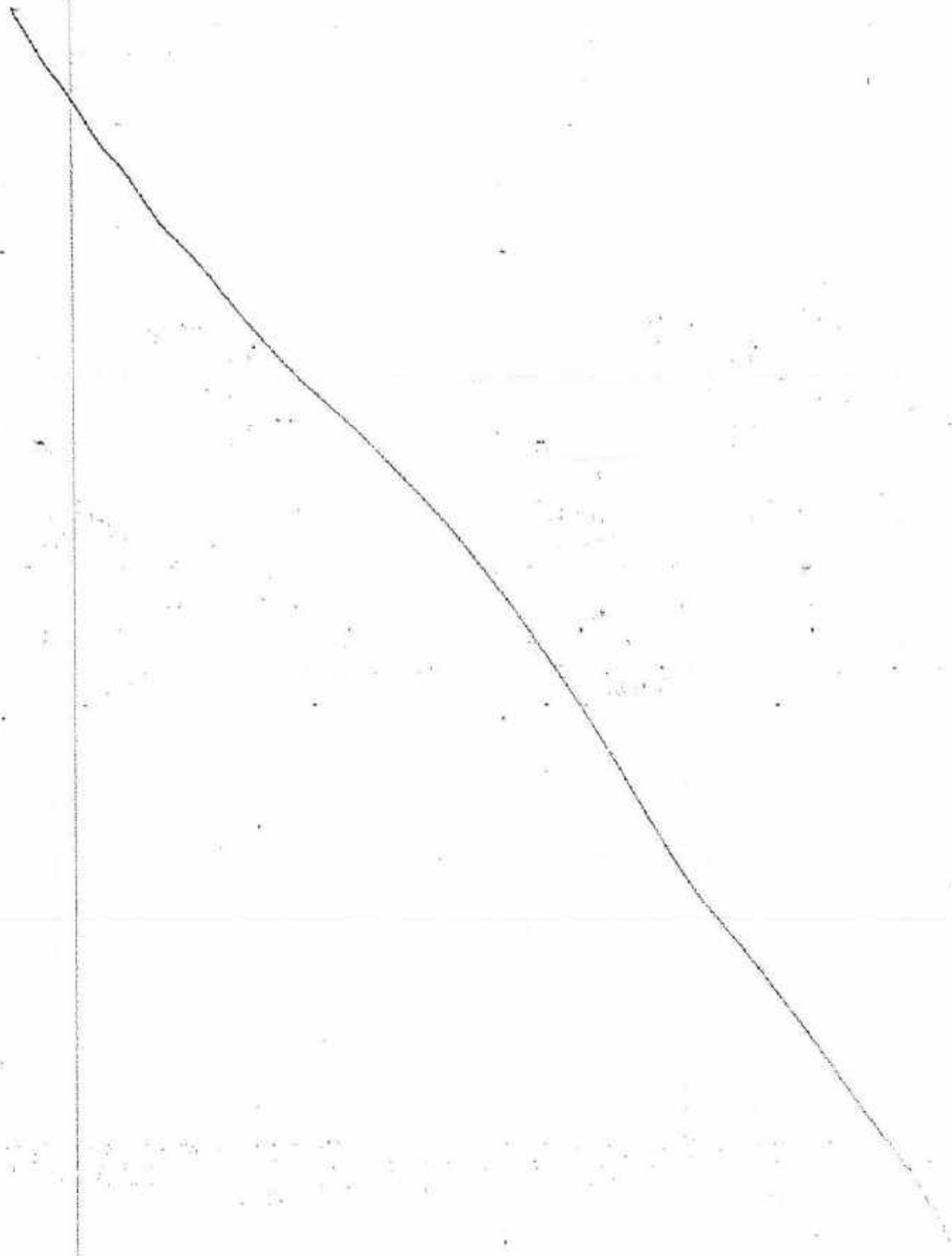
"Engagement of Consultant for conducting pre-feasibility and feasibility study and preparing DPR for the Inner ring road at Amravati"

Total - 310 pages document

15/11/23

280448/2016/ASSTP-PLNG-APCRDA

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Name of Work:- Engagement of Consultant for conducting pre-feasibility and feasibility study and preparing DPR for the Inner ring road at Amravati

Agreement Index

Sl.No	Description	P.No
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2	Contract Agreement(on 100/- bond)	
3	General Conditions of Contract	
4	Spl. Conditions of Contract	
5	Detailed scope of work((Appendix -I)	
6	Deliverables(Appendix- II)	
7	Key Personal(Appendix-III)	
8	Hours of work for Key personnel and SLA(Appendix-IV)	
9	Performance Security(Appendix-V)	
10	Price Schedule (Appendix-VI)	
11	Minutes of Contract finalization Discussions and Agreed to Contract Amendments(Appendix-VII)	
12	Payment is linked to milestones/deliverables(Appendix-VIII)	
13	Letter of Acceptance (L.O.A)	

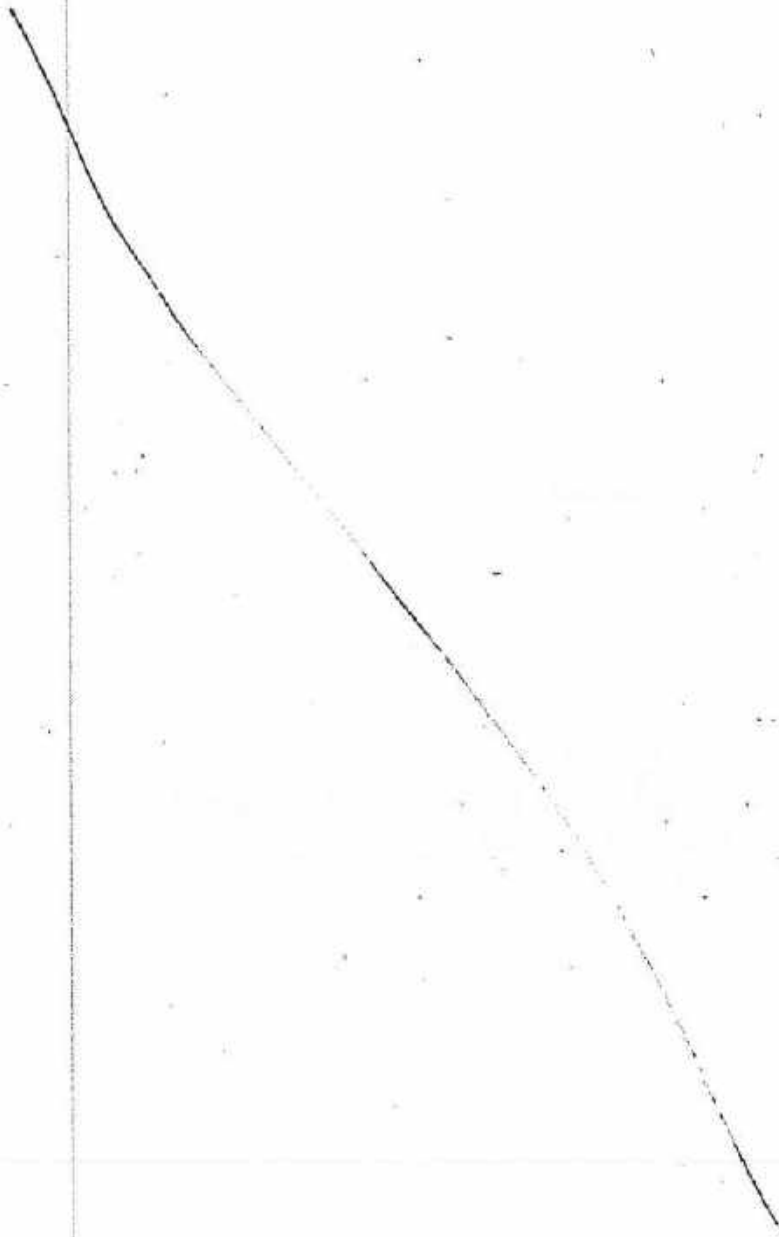



 29/4/16
 Chief Engineer/
 Director (IT) APCRDA

13/1/23

280448/2016/ASSTP-PLNG-APCRDA

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332/1618

280448/2016/ASSTP-PLNG-APCRDA

FORWARDING SLIP TO ACCOMPANY THE AGREEMENT
No. CE/14/2016 Dated: .04.2016

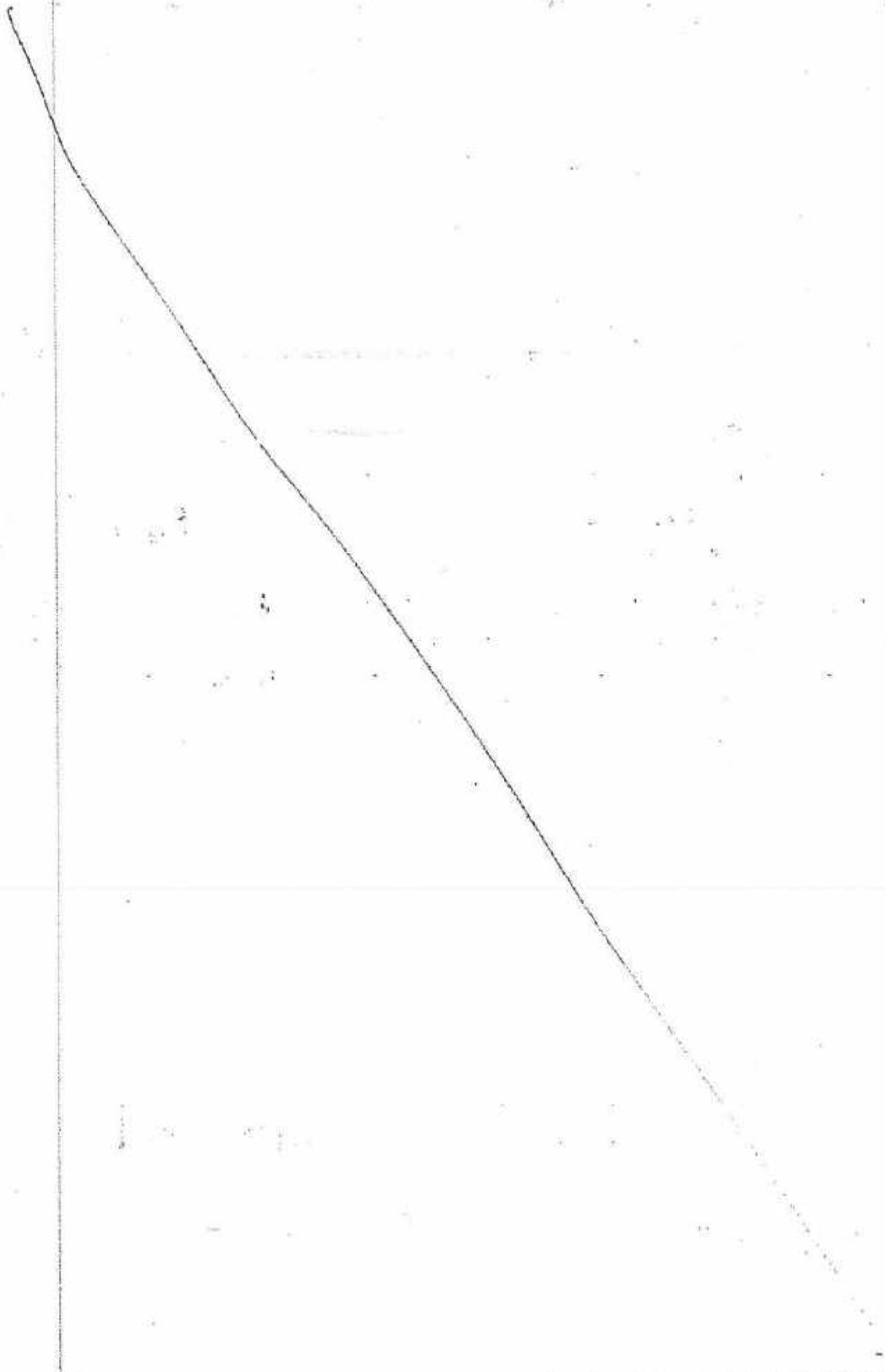
1. Name of Work : "Engagement of Consultant for conducting pre-feasibility and feasibility study and preparing DPR for the Inner ring road at Amaravati"
2. Estimate Amount & Sanctioned No. : Rs 4,46,85,000/-
3. Work Slip Approved for : NIL
4. Name of Contractor and Address : Mr. Anbu Thomas Samuel
STUP Consultant India Pvt. Ltd,
10045 Raheja Chambers, 213. Narimen Point,
Mumbai-400021
5. Original or Supplemental : Original
6. If Supplemental Original Agreement No. : Original
7. Approximate Value of Work to be done Under this Agreement : Rs 4,46,85,000/-
8. If this is Supplemental; Approximate value of work to be done under original Agreement. : NA
9. If tenders have been called for, is the Lowest tender accepted? If not are the Reasons recorded. : Yes, the lowest tender is accepted.
10. Has the Contractor signed copy of APSS and its addenda volume brought up to date? : Yes
11. Is data furnished for all items of work : Yes
12. Are the rates in agreement with in the Estimate rates or Schedule of rates? Quoted percentage. : As per quoted percentage.
13. Estimate Contract Value. : Rs 4,46,85,000/-
14. Period for completion : 6 months
15. Registration Details with Commercial Tax Department : Pan No. AABCS1945E
16. Particulars of EMD : BG No. - 0505016BG0001002



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DIRECTOR (T&T)
APCRDA, VILVAVADA
Chief Engineer
Director (TT) APCRDA



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ఆంధ్ర ప్రదేశ్ రాష్ట్ర ప్రదేశ ANDHRA PRADESH

20-04-2016

Ch. Mahalakshmi

BP 891071

No. 1103 Date 20-4-2016 Rs. 100/-

CH. MAHALAKSHMI
LICENCED STAMP VENDOR
O.L. No: 06-27-012/2012
R.L. No: 06-27-015/2016
VALID UP TO: 31-12-2018
77-81/1-18, Prakash Nagar,
Payakapuram, VIJAYAWADA-15.
Cell: 9861024025

Sold to Sri: Y. Murali s/o Y. Krishnappa. Chennai

By Whom: STUP consultants Pvt LTD. Chennai

THIS CONTRACT AGREEMENT is made
the 29th day of April 2016

BETWEEN

1. Andhra Pradesh Capital Region Development Authority, Government of Andhra Pradesh, and having its principal place of business at Lenin Center Governorpet, Vijayawada - 520002, Andhra Pradesh) (herein after called 'the Client'), and
2. STUP Consultants Pvt. Ltd., Chennai , a corporation incorporated under the laws of India and having its principal place of business at C/o M/s STUP Consultants Pvt. Ltd., 1004&5 Raheja Chambers, 213 Nariman Point, Mumbai-400021 (hereinafter called "the Consultant").

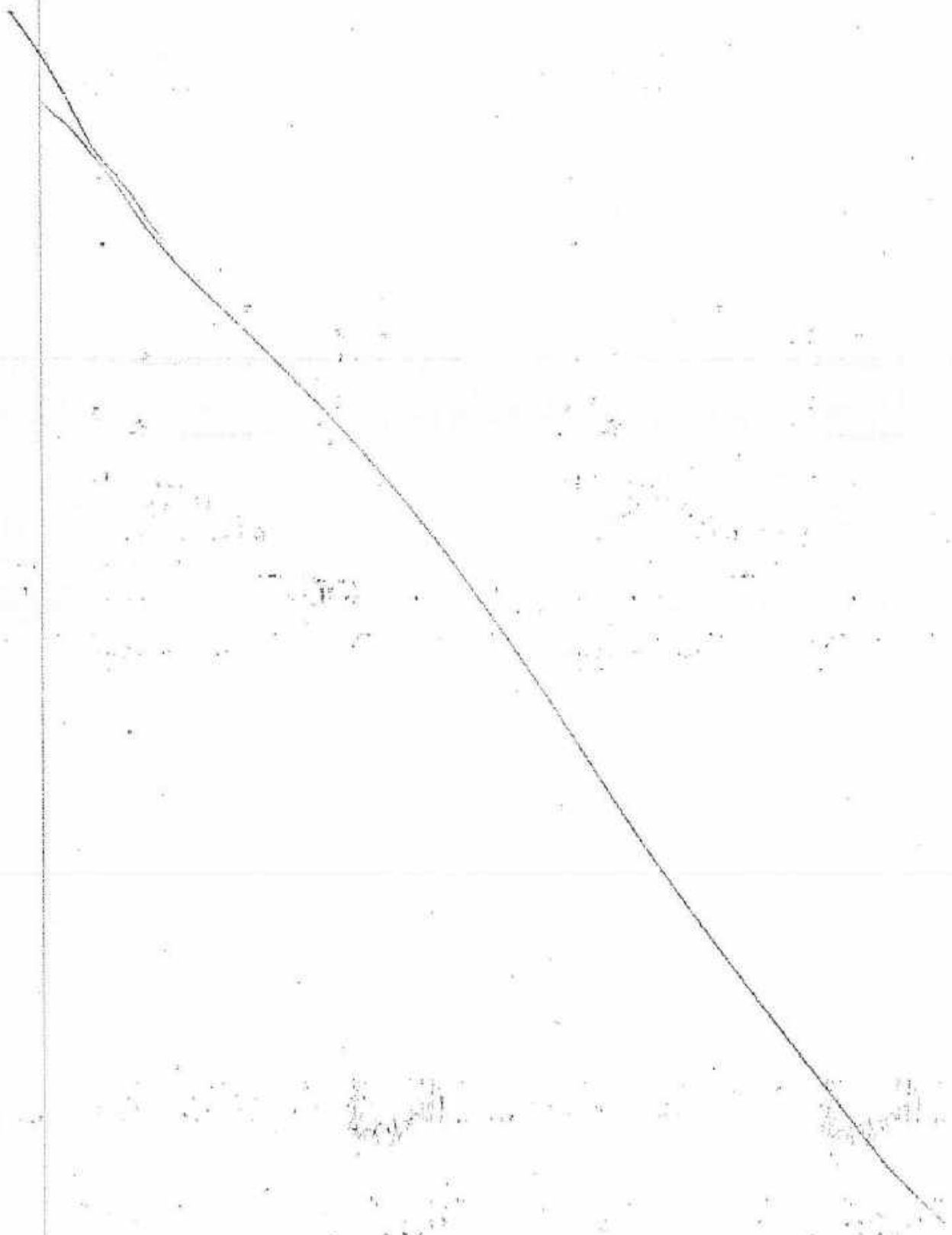


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Chief Engineer/
Director (TT) APCRDA

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WHEREAS

- A. The Client desires to engage the Consultant to provide the following Services Brief Scope of Work

Technical Feasibility

1. Fixing of the best alignment for Inner Ring Road based on the analysis of possible minimum three alternative alignments considering the socio-economic factors of the influence area, topography, geology, environmental aspects and other related factors along the alignment. and its integration with proposed/existing transport infrastructure as part of Regional Perspective Master Plan, Capital City Master Plan/Seed Capital Master Plan including magnitude of construction costs.
2. Planning and designing the IRR alignment addressing the needs of all transport modes and considering the future demand,

Socio-economic Feasibility

1. Must provide the details of dynamics in the development activities with respect to land-use, list of potential land parcels for development, market analysis, etc due to the development of IRR.
2. Develop R&R Packages.
3. It also needs to provide the suitable funding mechanisms for development of IRR

DPR and DE:

1. Must suitably design the structural items including the piers, abutments and various salient points by conducting suitable soil exploration by drilling the bores at all salient points and evaluation of soil classification for every metre or wherever the soil strata is changed, etc. complete as per the applicable codal provisions, IRC standards.
2. Preparation of a Road Development Plan with detailed design of curves at intersections, mid sections and all the features of road Infrastructure. Fixing the road level at safe level considering the maximum Flood Level. Suitable cross drainage and catch drain have to be proposed for possible inundation of road during heavy flood



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 Chief Engineer/
 Director (TT) APCRDA

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- 3. Prepare a strategic plan for its implementation.
 - 4. Access broad financial analysis of the project "the Services" or "the Work"; and
- B. The Consultant, having represented to the Client that they have the required infrastructures, professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement;

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

Contract Documents (Reference GCC Clause 1.1.1 (vi)) The following documents shall constitute the Contract between the Client and the Consultant, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) [Add here: any other documents]

Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents).

Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of the Contract



[Signature]
 Director (T&T)
 A.P. CHINSA
 Director (TT) APCRDA

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Article 2. Contract Price and Payment Terms

2.1 Contract Price (Reference GCC Clause 1.1.1 (v) and GCC Clause "Price") The Client hereby agrees to pay to the Consultant the Contract Price in consideration of the performance by the Consultant of its obligations under the Contract. The Contract Price shall be **Four crores forty six lakhs eighty five thousand only, [Rs.4,46,85,000/-] plus local taxes** , as specified in the Price Schedule. The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.

Article 3. Effective Date

Effective Date (Reference GCC Clause 1.1.1 (viii)) The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the Consultant;
- (b) The Consultant has submitted to the Client the performance security in accordance with GCC Clause 4.3.3;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Consultant, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

Article 4. Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.



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STAR Consultants Pvt. Ltd.

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Director (T&T)
A.P.C. Chief Engineer/
Director (TT) APCRDA

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APPENDIXES

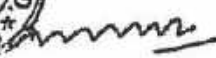
- Appendix 1. The Work(Description of the Services/Requirements implementation schedule)
- Appendix 2. Project Plan (delivery schedule to be included)
- Appendix 3. Personnel
- Appendix 4 . Working Hours and SLA
- Appendix 5. Performance/advance security forms)
- Appendix 6. Price Schedules
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments
- Appendix 8 Deliverable linked Payment schedule

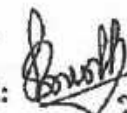
IN WITNESS WHEREOF the Client and the Consultant have caused this Agree- ment to be duly executed by their authorized representatives the day and year first above written.

For and on behalf of the Consultant

For and on behalf of the Client



Signed: 
 Sri A T Samuel
 In the capacity of
 Director
 STUP Consultants Pvt. Ltd.

Signed:  28/4/16
 Sri S. Ramesh Engineer/
 In the capacity of
 Director (T&T) APCRDA
 AP CRDA

STUP Consultants Pvt. Ltd.

Director (T&T)
A.P.C.R.D.A., VIJAYAWADA

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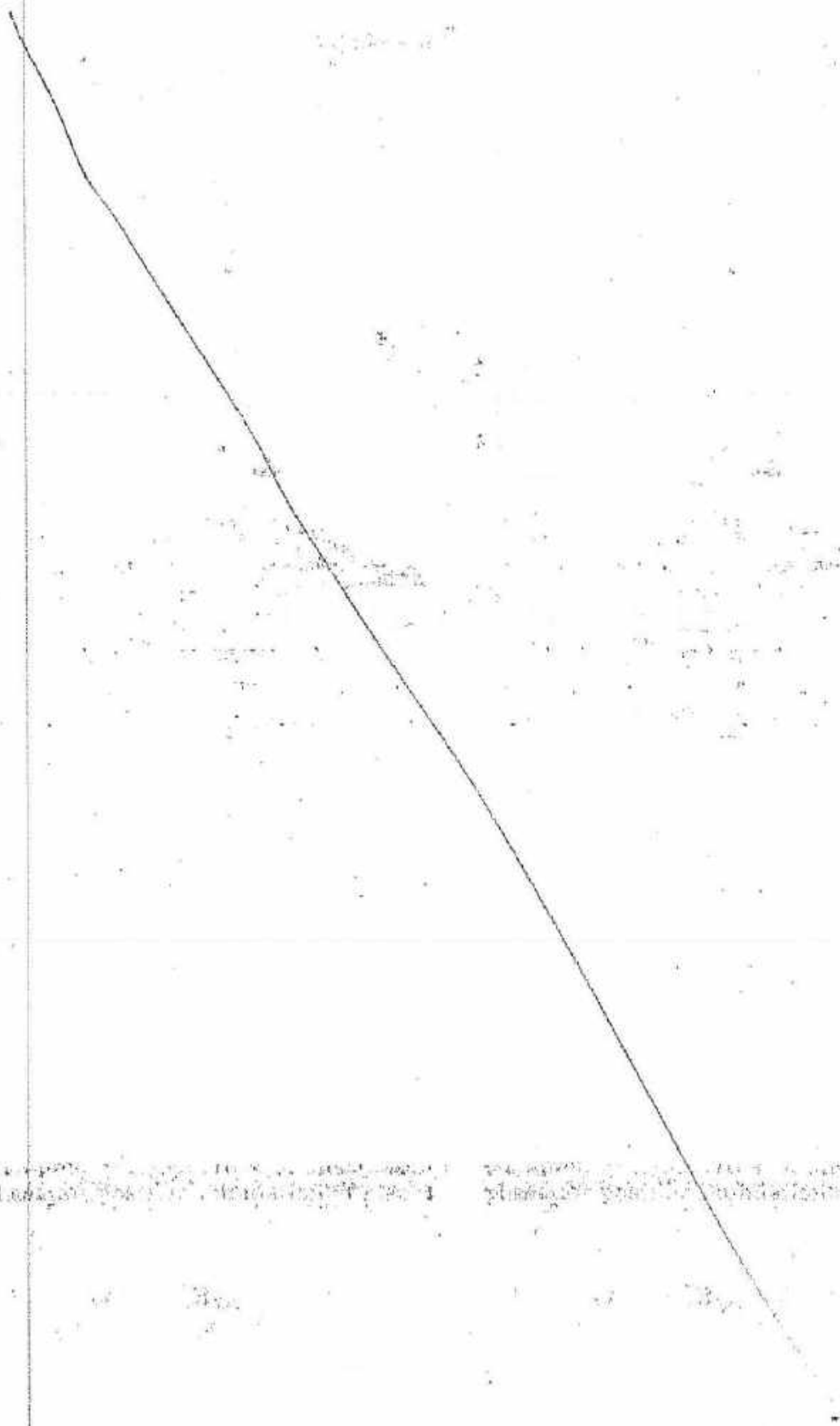
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VOLUME III
CONDITIONS OF CONTRACT

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280448/2016/ASSTP-PLNG-APCRDA

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General Provisions And Interpretation

1.1 Definitions

1.1.1 General

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings

- (i) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract SCC, as they may be issued and in force from time to time.
- (ii) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (iii) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (iv) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (v) "Contract Price" means the price payable to the Consultant as specified in the Contract agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the contract.
- (vi) "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.
- (vii) "Day" means a working day unless indicated otherwise.
- (viii) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1
- (ix) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (x) "Foreign Currency" means any currency other than the currency of the Client's country.
- (xi) "GCC" means these General Conditions of Contract.
- (xii) "Government" means the Government of the Andhra Pradesh or Government of India.
- (xiii) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.



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Chief Engineer/
Director (TT) APCRDA

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- (xiv) Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (xv) Local Currency" means the currency of the Client's country.
- (xvi) Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (xvii) Party" means the Client or the Consultant, as the case may be, and Parties" means both of them.
- (xviii) SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (xix) Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix 1 hereto.
- (xx) Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (xxi) Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

1.1.2 Entities

- (i) Authority means AP Capital Region Development Authority
- (ii) Member" in case of Consultant consisting of a joint venture of more than one entity, means any of these entities, and Members" means all of these entities.
- (iii) Party" means the Client or the Consultant, as the case may be; and Parties" means both of them.
- (iv) Client" means the entity purchasing the Services, as specified in the SCC.
- (v) Project Manager" means the person named as such in the SCC or otherwise appointed by the Client in the manner provided in GCC Clause 1.4.1 (Project Manager) to perform the duties delegated by the Client.
- (vi) Consultant" means the firm or consultant or Joint Venture or Consortium whose bid or Proposal to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.
- (vii) Consultant's Representative" means any person nominated by the Consultant and named as such in the SCC or otherwise approved by the Client in the manner provided in GCC 1.3.2 (Consultant's Representative) to perform the duties delegated by the Consultant.
- (viii) Subcontractor" means any firm to whom any of the obligations of the Consultant, including preparation of any design or supply of any Goods or Services, is subcontracted directly or indirectly by the Consultant.



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 Chief Engineer/
 Director (JT) APCRDA

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- (ix) "Third Party" means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.
- (x) "Owner's Engineers" mean the client's engineer or a representative of the client who is an independent third-party of the client to ensure the designing, execution and supervision aspects of works assigned.

1.1.3 Scope

- (i) "Confidential Information" means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, Consultants, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).
- (ii) "Deliverables" means the products, infrastructure and services specifically developed for VAP Capital Region Development" and agreed to be delivered by the Consultant in pursuance of the agreement and include all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.
- (iii) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Consultant is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Consultant's Equipment.
- (iv) "Proprietary Information" means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.
- (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Consultant under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.



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Director

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Chief Engineer/
Director (TT) APCRDA

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- (vi) "Service Level" means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.
- (vii) "The Project Plan" means the document to be developed by the Consultant and approved by the Client, pursuant to GCC 6.1, based on the requirements of the Contract and the Preliminary Project Plan included in the Consultant's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Client, in accordance with GCC 6.1. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (viii) "Software" is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.
- (ix) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Client under the Contract.
- (x) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- (xi) "Consultant's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for the services that is to be provided by the Consultant.

1.1.4 Activities

- (i) "Delivery" means the transfer of the Goods or Services from the Consultant to the Client specified in the Contract.
- (ii) "Personnel" means persons hired by the Consultant or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

1.1.5 Place and Time

- (i) "Day" means calendar day of the English Calendar.
 - (ii) "Week" means seven (7) consecutive Days, beginning Monday.
 - (iii) "Month" means calendar month of the English Calendar.
- Title means twelve (12) consecutive Months.



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Chief Engineer/
Director (TT) APCRDA.

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- (v) "Effective Date" means the date on which this Contract comes into force and
 - (i) effect pursuant to Clause GCC 3.1.1
- (vi) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Client and Consultant in relation to the Work, as specified in the SCC.
- (vii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

1.2 Interpretation

1.2.1 Contract Documents

Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

1.2.2 Governing Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.2.3 Governing Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.2.4 Relation between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.2.5 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

1.2.6 Headings



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Director (TT) APCRDA

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The headings shall not limit, alter or affect the meaning of this Contract. Persons Words importing persons or parties shall include firms, corporations, and government entities.

1.2.7 Entire agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

1.2.8 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

1.2.9 Independent Consultant

The Consultant shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Consultant in connection with the performance of the Contract shall be under the complete control of the Consultant and shall not be deemed to be employees of the Client, and nothing contained in the Contract or in any subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Client.

1.2.10 Joint Venture

If the Consultant is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Client for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Client.

1.2.11 Location

The Services shall be performed at such locations as are specified in Appendix 1 hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.



Non waiver

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(a) Subject to GCC 1.2.12 (b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.13 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1.2.14 Fairness And Good Faith

(a) Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

(b) Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with "Dispute Settlement" clause 1.5 of GCC hereof.

1.3 Representatives

(a) Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be or executed by the officials specified in the SCC.



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Chief Engineer/
Director (TT) APCRDA

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(b) Trust of Member in charge

In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.3.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days from the Effective Date, the Client shall appoint and notify the Consultant in writing of the name of the Project Manager. The Client may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Consultant without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall take effect only upon receipt of such notice by the Consultant. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Client on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Client pursuant to Notices 1.4 Clause GCC.

1.3.2 Consultant's Representative

(a) If the Consultant's Representative is not named in the Contract, then within fourteen [14] days from the Effective Date, the Consultant shall appoint the Consultant's Representative and shall request the Client in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Consultant's Representative. If the Client does not object to the appointment within fourteen [14]* days, the Consultant's Representative shall be deemed to have been approved. If the Client objects to the appointment within fourteen [14] days giving the reason therefore, then the Consultant shall appoint a replacement within fourteen [14] days of such objection in accordance with the Sub-Clause 1.3.2(a) of this Clause GCC.

(b) Subject to the extensions and/or limitations specified in the SCC (if any), the Consultant's Representative shall have the authority to represent the Consultant on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Consultant pursuant to Notices 1.4 Clause GCC.

(c) The Consultant shall not revoke the appointment of the Consultant's Representative without the Client's prior written consent, which shall not be reasonably withheld. If the Client consents to such an action, the Consultant shall appoint another person of equal or superior qualifications as the



Chief Engineer / Director (TT) APCRDA

Chief Engineer / Director (TT) APCRDA

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Consultant's Representative, pursuant to the procedure set out in 1.3.2(a) of this Clause GCC.

- (d) The Consultant's Representative and staff are obliged to work closely with the Client's Project Manager and staff, act within their own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. The Consultant's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) The Consultant's Representative may, subject to the approval of the Client (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Consultant's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.
- (f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause 1.3.2(e) of this Clause GCC shall be deemed to be an act or exercise by the Consultant's Representative.

1.3.3 Objections and Removals

If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

Replacement

Except as the Client may otherwise agree,

- (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
- (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.



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Chief Engineer

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Chief Engineer/
Director (TT) APCRDA

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1.4 Notices

1.4.1

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to Sub-Clause 1.4.3 of this Clause GCC below, by personal delivery, registered post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

- (a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2*) days after dispatch by notice sent by registered post or special courier, except as otherwise specified in the Contract.
- (b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10*) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.
- (c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- (d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

1.4.2


Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

1.4.3

Pursuant to "Representatives" 1.3 Clause GCC, notices from/to the Client are normally given by, or addressed to, the Project Manager, while notices from/to the Consultant are normally given by, or addressed to, the Consultant's Representative; or in its absence its deputy if any. If there is no appointed Project Manager or Consultant's representative (or deputy), or if their related authority is limited by the sub-clause 1.3.1 or "Representatives" 1.3.2(b) of "Representatives" 1.3 Clause of SCC for GCC, or for any other reason, the Client or Consultant may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Client are as specified in the SCC or as subsequently established or amended. The address of the Consultant's Representative and the



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fallback address of the Consultant are as specified in SCC of the Contract Agreement or as subsequently established/amended.

1.5 Dispute Settlement

1.5.1 Dispute and Mutual Consultation

The Parties shall seek to resolve any dispute amicably by mutual consultation. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen [14*] days after receipt. If that Party fails to respond within fourteen [14*] days, or the dispute cannot be amicably settled within fourteen [14*] days following the response of that Party.

1.5.2 Arbitration

(a) Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

1.6 Copyright, Confidential Information, and Ownership

1.6.1 Copyright

As applicable, the Client's and Consultant's rights and obligations with respect to the designs, methodologies, algorithms, surveys, data, analysis, results and reports among other things in the deliverables, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all the designs, methodologies, data, analysis, results and reports among other things in the deliverables of the Contract Agreement shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Client. The Consultant shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Client may consider necessary or desirable to perfect the right, title, and interest of the Client in and to those rights. In respect of such deliverable, the Consultant shall ensure that the holder of a moral right in such an item does not assert it, and the Consultant shall, if requested to do so by the Client and where permitted by applicable law, ensure that the holder of such a moral right waives it.

1.6.2 Confidential Information

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.



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1.6.3

For the purposes of sub-clause 1.6.2 of this clause GCC, the Consultant is also deemed to be the Receiving Party of Confidential Information generated by the Consultant itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Consultants, employees, or other contacts of the Client or the Client's use of the deliverables.

1.6.4

Notwithstanding sub-clause 1.6.2 and sub-clause 1.6.3 of this clause GCC the Consultant may furnish to its Subcontractor Confidential Information of the Client to the extent reasonably required for the Subcontractor to perform its work under the Contract, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause as if that person were party to the Contract in place of the Receiving Party.

1.6.5

The Consultant shall not, without the Client's prior written consent, use any Confidential Information received from the Client for any purpose other than those that are required for the performance of the Contract.

1.6.6

The obligation of the Receiving Party under sub-clause 1.6.2 through sub-clause 1.6.2 of this clause GCC, however, shall not apply to that information which

- (a) Now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

1.6.7

The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Consultant prior to the date of the Contract in respect of the System or any part thereof.

1.6.8

The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified



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Director (TT) APCRDA