

-135-  
- 27 -

1.6.9

The ownership of the deliverables and other Services or Goods shall be transferred to the Client at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement. Ownership and the terms of usage of the deliverables supplied under the Contract shall be governed by sub-clause 1.6.1 of this clause GCC and any elaboration in the Requirements.

All plans, drawings, specifications, designs, reports, algorithms, source code of software, any similar thing prepared utilising the Client's domain knowledge, and other documents and tools prepared by the Consultant for the Client under this contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents, tools and software, if any. Restriction about the future use of these documents and software, if any, shall be specified in the SCC.



*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

*[Handwritten signature]*  
Chief Engineer

20

*[Handwritten signature]*  
13/1/23

-136-

# GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

## 2.1 Time Guarantee and Liquidated Damages Trigger

### 2.1.1 Guarantee

The Consultant guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Requirements part of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 6.1, or within such extended time to which the Consultant shall be entitled under GCC Clause 3.1.5 (Extension of Time).

### 2.1.2 Triggering of Liquidated Damages

- (a) If the Consultant fails to perform the various activities within the time specified in the Implementation Schedule in the Requirements part of Volume I or the Agreed and Finalized Project Plan, or any extension of the time previously granted under GCC Clause 3.1.5 (Extension of Time), the Consultant shall pay to the Client liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if an item/activity has not been performed. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (the Maximum). Once the Maximum is reached, the Client may consider termination of the Contract, pursuant to GCC Clause 3.2.2.
- (b) Unless otherwise specified in the SCC, liquidated damages payable under Sub-clause 2.1.2(a) of this clause GCC shall apply only to the failure to perform the activities/items as specified in the Implementation Schedule in the Requirements and/or Agreed and Finalized Project Plan. This shall not limit, however, any other rights or remedies the Client may have under the Contract for other delays.
- (c) If liquidated damages are claimed by the Client for the activity or item, the Consultant shall have no further liability whatsoever to the Client in respect to the time guarantee for the activity or item. However, the payment of liquidated damages shall not in any way relieve the Consultant from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

## 2.2 Service Conformity Guarantee and Performance Security Trigger



*[Handwritten signature]*

D  
13/11/23 21

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

137  
29

2.2.1

The Consultant guarantees that, once the Acceptance Certificate(s) has been issued, the work is in compliance with the Client's requirements set forth in the Requirements and it conforms to all other aspects of the Contract. The Consultant acknowledges that GCC Clause 6.2.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.

2.2.2

If, for reasons attributable to the Consultant, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Consultant shall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The Consultant shall notify the Client upon completion of the necessary changes, modifications, and/or additions and shall request the Client to re-check.

2.2.3

If the work fails to conform to the Requirements, the Client may consider termination of the Contract, pursuant to GCC Clause 4.3, and forfeiture of the Consultant's Performance Security in accordance with GCC Clause 4.3 in compensation for the extra costs and delays likely to result from this failure.

2.3 IPR Warranty and Indemnity

2.3.1 IPR Warranty

The Consultant hereby represents and warrants that the performance of the Service, does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Client to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Consultant shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used.

2.3.2 IPR Indemnity

The Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Client or its employees or officers may suffer as a result of any infringement or



*[Handwritten signature]*

13/1/23 22

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

- 138 -

alleged infringement of any Intellectual Property Rights by reason of performance of the service.

2.3.3

Such indemnities shall not apply if any claim of Infringement

- (a) Is asserted by a parent, subsidiary, or affiliate of the Client's organization;
- (b) Is a direct result of a design mandated by the Client's Requirements and the possibility of such infringement was duly noted in the Consultant's Proposal or Bid;

2.3.4

If any proceedings are brought or any claim is made against the Client arising out of the matters referred to in Sub-clause 2.3.2 of this clause GCC, the Client shall promptly give the Consultant notice of such proceedings or claims, and the Consultant may at its own expense and in the Client's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Consultant fails to notify the Client within twenty-eight [28\*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Consultant has so failed to notify the Client within the twenty-eight [28\*] days, the Client shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Client shall, at the Consultant's request, afford all available assistance to the Consultant in conducting such proceedings or claim and shall be reimbursed by the Consultant for all reasonable expenses incurred in so doing.

2.3.5

The Client shall indemnify and hold harmless the Consultant and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Consultant or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Consultant in connection with this Contract by the Client or any persons (other than the Consultant) contracted by the Client, except to the extent that such losses, liabilities, and costs arise as a result of the Consultant's breach of sub-clause of this clause GCC. Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;



*[Handwritten signature]*

*P*  
13/1/23

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

139

31-

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Client or any other person contracted by the Client, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

Such indemnities shall also not apply

- (a) If any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Consultant's organization;
- (b) To the extent that any claim of infringement is caused by the alteration, by the Consultant, or any persons contracted by the Consultant, of the design, data, drawing, specification, or other documents or materials provided to the Consultant by the Client or any persons contracted by the Client.

2.3.6

If any proceedings are brought or any claim is made against the Consultant arising out of the matters referred to in Sub-clause 2.3.2 of this clause GCC, the Consultant shall promptly give the Client notice of such proceedings or claims, and the Client may at its own expense and in the Consultant's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Consultant within twenty-eight [28\*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Consultant shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Consultant within the twenty-eight [28\*] days, the Consultant shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Consultant shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing.

2.4 Limitation of Liability

2.4.1

- (a) Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- (b) The Consultant shall not be liable to the Client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of interest costs, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to the Client; and the



*[Handwritten signature]*  
13/1/23

*[Handwritten signature]*  
Chief Engineer/  
Director (TT) APCRDA

-140-

Consultant shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.

(c) The aggregate liability of the Consultant to the Client, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Consultant to indemnify the Client with respect to intellectual property rights infringement.

### 2.5 Indemnity

#### 2.5.1

The Consultant and each and every Subcontractor shall abide by the job safety, Insurance, other prevalent measures and the Applicable Law.

#### 2.5.2

Subject to Sub-clause 2.5.3 of this Clause GCC, the Consultant shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Client or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the service and by reason of the negligence of the Consultant or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Client, its contractors, employees, officers, or agents.

#### 2.5.3

If any proceedings are brought or any claim is made against the Client that might subject the Consultant to liability under Sub-clause 2.5.2 of this clause GCC, the Client shall promptly give the Consultant the notice of such proceedings or claims, and the Consultant may at its own expense and in the Client's name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Consultant fails to notify the Client within twenty-eight [28] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Consultant has so failed to notify the Client within the twenty-eight [28] day period, the Client shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Client shall, at the Consultant's request, afford all available assistance to the Consultant in conducting such proceedings or claim and shall be reimbursed by the Consultant for all reasonable expenses incurred in so doing.



Chief Engineer  
Director (TT)

13/1/23 25

Chief Engineer/  
Director (TT) APCRDA

-14-

-33-

The Client shall indemnify and hold harmless the Consultant and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Consultant or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Client, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under "Insurances" Clause 2.6 of GCC, provided that such fire, explosion, or other perils were not caused by any negligent act or failure of the Consultant.

2.5.5

If any proceedings are brought or any claim is made against the Consultant that might subject the Client to liability under Sub-clause 2.5.4 of this clause GCC, the Consultant shall promptly give the Client the notice of such proceedings or claims, and the Client may at its own expense and in the Consultant's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Consultant within twenty-eight [28\*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Consultant shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Consultant within the twenty-eight [28\*] days, the Consultant shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Consultant shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing.

2.5.6

The party entitled to the benefit of an indemnity under this GCC Clause shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

2.6 Insurances

2.6.1

The Consultant (1) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and



Chief Engineer  
Director (TT) APCRDA

*[Handwritten signature]*

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

-142 ✓

(II) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC Clause 3.1.2.

2.6.2

The Client shall be named as co-Insured under all insurance policies taken out by the Consultant pursuant to Sub-clause 2.6.1 of this clause GCC, except for the Third Party Liability, and the Consultant's Subcontractors shall be named as co-Insured under all insurance policies taken out by the Consultant pursuant to Sub-clause 2.6.1 of this clause GCC. All insurers' rights of subrogation against such co-Insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

2.6.3

The Consultant shall deliver to the Client certificates of Insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

2.6.4

The Consultant shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Consultant.

2.6.5

If the Consultant fails to take out and/or maintain in effect the insurance referred to in Sub-clause 2.6.1 of this clause GCC, the Client may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Consultant under the Contract any premium that the Client shall have paid to the insurer or may otherwise recover such amount as a debt due from the Consultant.

2.6.6

Unless otherwise provided in the Contract, the Consultant shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause and all monies payable by any insurers shall be paid to the Consultant. The Client shall give to the Consultant all such reasonable assistance as may be required by the Consultant in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Client's interest is involved, the Consultant shall not give any release or make any compromise with the insurer at the prior written consent of the Client. With respect to insurance claims in which the Consultant's interest is involved, the Client shall not give any release or



*[Signature]*  
Director (TT) APCRDA

*[Signature]* 27

*[Signature]*  
Chief Engineer/  
Director (TT) APCRDA



143

35

make any compromise with the Insurer without the prior written consent of the Consultant.

### 2.7 Force majeure

#### 2.7.1

Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor
- (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

#### 2.7.2 No Breach of Contract

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### 2.7.3 Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14\*) calendar days following the occurrence of such event, providing evidence of the nature and



Handwritten signature and text: "Director" and "18/1/23"

Handwritten signature above the typed text: "Chief Engineer/ Director (TT) APCRDA"

-144-

cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task; shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either

- (a) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (a) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC Clause 1.5.

2.7.4

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 3.1.6.

2.7.5

No delay or non performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

- (a) constitute a default or breach of the Contract;
- (b) subject to GCC Clauses Clause 3.1.3, and Clause 3.1.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance, if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.

2.7.6

If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to



ADP

DNF

13/12

29

Chief Engineer/  
Director (TT) APCRDA

145 -

37-

364/1618

develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

2.7.7

In the event of termination pursuant to GCC Clause Clause 3.1.6, the rights and obligations of the Client and the Consultant shall be as specified in GCC "Termination" Clause 3.2.

2.7.8

Notwithstanding GCC Clause 3.1.5, Force Majeure shall not apply to any obligation of the Client to make payments to the Consultant under this Contract.



*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

*[A long diagonal line drawn across the page, possibly indicating a signature or a mark.]*

*[Handwritten initials]*  
12/1/23

-746-

# TERM, TERMINATION AND MODIFICATION OF CONTRACT

## 3.1 Term

### 3.1.1 Effectiveness of contract

This Contract shall come into force and effect on the date (the Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

### 3.1.2 Commencement of Services

The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

### 3.1.3

The Consultant shall commence work within the period specified at Sub-clause 3.1.2 of this clause GCC, and the Consultant shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

### 3.1.4

The Consultant shall adhere to the timelines in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Consultant shall be entitled under GCC Clause 3.1.5(Extension of Time).

### 3.1.5 Extension of time

The time(s) specified in the Schedule of Implementation shall be extended if the Consultant is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following

- (a) Any occurrence of Force Majeure as provided in GCC Clause "Force Majeure" 2.7;
- (b) Default of the Client; or
- (c) Any other matter specifically mentioned in the Contract by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant.



*[Handwritten signature]*

13/1/23

31.

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

-147-

Except where otherwise specifically provided in the Contract, the Consultant shall submit to the Project Manager a notice of a claim for an extension of the time, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance.

As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the period of such extension. In the event that the Consultant does not accept the Client's estimate of a fair and reasonable time extension, the Consultant shall be entitled to refer the matter under Settlement of Disputes of GCC Clause 1.5.

3.1.7

The Consultant shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

3.2 Termination

3.2.1 Expiration of contract

Unless terminated earlier pursuant to GCC Clause 3.1 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

3.2.2 Termination by the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 3.2.2(a) through 3.2.2(f) of this Clause. In such an occurrence the Client shall give at least thirty [30\*] calendar days' written notice of termination to the Consultant in case of the events referred to in 3.2.2(a) through 3.2.2(d); at least sixty [60\*] calendar days' written notice in case of the event referred to in 3.2.2(e); and at least five [5\*] calendar days' written notice in case of the event referred to in 3.2.2(f)

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC Clause 3.2;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC Clause 1.5;



*[Handwritten signature]*

*[Handwritten initials]*

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

-148-

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty [60\*] calendar days; 2
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to con\_rm availability of Key Experts as required in Clause GCC Clause 3:1.

Sub-Clause Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14\*) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. For the purposes of this Clause

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Trust into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under 5 Clause "Consultant's Responsibilities" GCC.

- (g) If the Client, in its sole discretion and for any reasons whatsoever, decides to terminate this contract.

**3.2.3 Termination by the Consultant**

The Consultant may terminate this Contract, by not less than thirty [30\*] calendar days' written notice to the Client, in case of the occurrence of any of the events in paragraphs (a) through (d) of this Clause.



*[Handwritten signature]*

*[Handwritten signature]*  
13/1/23

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

- 149 -  
- 11 -

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 1.5 within forty five [45\*] calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty [60\*] calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five [45\*] days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**3.2.4 Termination of contract for failure to become effective**

If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two [22\*] days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**3.2.5 Cessation of rights and obligations**

Upon termination of this Contract pursuant to GCC Clause 3.2 or GCC Clause 3.2.2 hereof, or upon expiration of this Contract pursuant to Clause 3.2.3, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (i) the obligation of confidentiality set forth in Clause GCC 1.6, (ii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause Clause 5.1, and Clause 5.1.3 any right which a Party may have under the Applicable Law.

**3.2.6 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.2.2 or GCC 3.2.3, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC Clause 5.1.7.

**7 Payment upon Termination**



*[Handwritten signature]*  
13/1/23

*[Handwritten signature]*

**Chief Engineer  
Director (TT) APCRDA**

Upon termination of this Contract, the Client shall make the following payments to the Consultant

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant;
- (b) In the case of termination pursuant to paragraphs (d) and (e) of GCC Clause 3.2.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

### 3.2.8 Disputes about Events of termination

If either party disputes whether an event specified in paragraphs under Sub-clause 3.2.2 or Sub-clause 3.2.3 of this Clause GCC occurred, such party may, within forty-five [45] Days after receipt of notice of termination from the party, refer the matter to arbitration pursuant to "Dispute Settlement" 1.5 clause GCC hereof, and this contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3.3 Modification

#### 3.3.1 Permitted Modifications

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

In cases of substantial modifications or variations, the prior written consent of the Authority's is required.

#### 3.3.2 Introducing a Change

Client shall have the right to propose, and subsequently require, the Project Manager to order the Consultant from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called "Change"), provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the Consultant.

#### 3.3.3

The Consultant may from time to time during its performance of the Contract propose to the Client (with a copy to the Project Manager) any Change that the Consultant considers necessary or desirable to improve the quality or efficiency of



Chief Engineer  
Director (TT) APCRDA

13/1/23

*[Signature]*  
Chief Engineer/  
Director (TT) APCRDA



- 43 -  
- 151 -

the Service. The Client may at its discretion approve or reject any Change proposed by the Consultant.

**3.3.4**

Notwithstanding Sub-clause 3.3.2 and Sub-clause 3.3.3 of this clause GCC, no change made necessary because of any default of the Consultant in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time.

**3.3.5 Assignment**

Neither the Client nor the Consultant shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or hereunder, except that the Consultant shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.



*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

*[Large handwritten signature]*

*[Handwritten initials]*  
13/1/23

Director (TT) APCRDA  
Chief Engineer

- 152 -

## PAYMENT

### 4.1 Price

#### 4.1.1

The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

#### 4.1.2

Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

#### 4.1.3

The Consultant shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

### 4.2 Payment Terms

#### 4.2.1

The Client shall pay to the Consultant as specified in SCC.  
The Contract Price shall be paid in Indian Rupees as specified in the SCC.

#### 4.2.2

No payment made by the Client herein shall be deemed to constitute acceptance by the Client of any deliverable.

#### 4.2.3

Payments shall be made promptly by the Client, but in no case later than sixty [60] days after submission of a valid invoice by the Consultant. In the event that the Client fails to make any payment by its respective due date or within the period set forth in the Contract, the Client shall pay to the Consultant interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.



### Mode of Billing and payments

Billing and payments in respect of the Services shall be made as follows

*[Handwritten signature]*  
13/1/23 37

*[Handwritten signature]*  
Chief Engineer/  
Director (TT) APCRDA

153

45

(a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC.

Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix 5, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized invoices. As soon as practicable and not later than fifteen [15\*] days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 4.1 and GCC 4.2 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.

The Client shall pay the Consultant's invoices within sixty [60\*] days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(c) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety [90\*] calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be



*[Signature]*  
Chief Engineer/  
Director (TT) APCRDA

13/1/23

*[Signature]*  
Chief Engineer/  
Director (TT) APCRDA

-154-

reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (d) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (e) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

### 4.2.5 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension.

- (i) Shall specify the nature of the failure, and
  - (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
- Interest on Delayed Payments If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC Sub-clause 4.2.4(c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### 4.3 Securities

#### 4.3.1 Issuance of Securities

The Consultant shall provide the securities specified below in favour of the Client at the times and in the amount, manner, and form specified below.

#### 4.3.2 Advance Payment Security

- (a) As specified in the SCC, the Consultant shall provide a security equal in amount and currency to the advance payment and valid until the acceptance of all the deliverables.
- (b) The security shall be in the form provided in the Annexure-5 or in another form acceptable to the Client. The amount of the security shall be reduced in proportion to the value of the contract executed by and paid to the Consultant from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Client. The way the value of the security is deemed to become reduced and, eventually, the security shall be returned to the Consultant immediately after its expiration.



Chief Engineer/  
Director (TT) APCRDA

13/11/23 139

Chief Engineer/  
Director (TT) APCRDA

- 155 -

- 47 -

### 4.3.3 Performance Security

- (a) The Consultant shall, within twenty-eight [28\*] days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the SCC.
- (b) The security shall be a bank guarantee in the form provided in the Appendix-5, or it shall be in another form acceptable to the Client.
- (c) The security shall automatically become null and void once all the obligations of the Consultant under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Consultant no later than twenty-eight (28) days after its expiration.
- (d) Upon Acceptance of the entire work, the security shall be reduced to the amount specified in the SCC, on the date of such Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Consultant.

### 4.4 Taxes and Duties

#### 4.4.1

The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

#### 4.4.2

If any tax exemptions, reductions, allowances, or privileges may be available to the Consultant, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

#### 4.4.3

For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of proposal submission (also called "Tax" in this GCC sub-Clause). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Consultant, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully



*[Handwritten signature]*  
12/1/25 40

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

take into account any such change by addition to or reduction from the Contract Price as the case may be.



*[Handwritten signature]*

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

*P*  
*13/1/23*

*[Large handwritten signature]*

- 157 -

- 49 -

## RESPONSIBILITIES

### 5.1 Consultant's Responsibilities

#### 5.1.1 Standard of Performance

The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client.

Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

#### 5.1.2

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

#### 5.1.3 Consultant to affiliate not to engage in certain activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

#### 5.1.4 Prohibition of conflicting activities



*[Signature]*  
Chief Engineer  
Director (TT) APCRDA

*[Signature]*  
25.11.2016

42

*[Signature]*

Chief Engineer/  
Director (TT) APCRDA

-158-

The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

5.1.5 Accounting, Inspection and Auditing

The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

The Consultant shall permit and shall cause its Sub-consultants to permit, the authorities and/or persons appointed by the authorities to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the authorities if requested by the authorities.

The Consultant's attention is drawn to GCC Clause 2.4, which provides, inter alia, that acts intended to materially impede the exercise of the authority's inspection and audit rights provided for under this GCC Clause 5.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the authority's prevailing sanctions procedures.)

5.1.6 Maintaining of records and reports

Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.



Director (TT) APCRDA

13/1/22 43

Chief Engineer/  
Director (TT) APCRDA



-159-

-51-

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions.

While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

5.1.8

Other Consultant responsibilities, if any, are as stated in the SCC.

5.2 Client's Responsibilities

Unless otherwise specified in the SCC, the Client shall use its best efforts to

5.2.1

Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

5.2.2

Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

5.2.3

Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

5.2.4

Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2.5

Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to



*[Handwritten signature]*  
Director (TT) APCRDA

*[Handwritten signature]* 44

*[Handwritten signature]*  
Chief Engineer/  
Director (TT) APCRDA

-160-

register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

5.2.6

Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

5.2.7 Access to facilities

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

5.2.8 Counter personnel

The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in SCC.

If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 1, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC clause 4.2.3 as specified.

Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

5.2.9 Services, facilities and Property of the Client

The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described



Director (TT) APCRDA

*[Handwritten signature]*

45

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

- 161 -  
- 58 -

In the Terms of Reference (Appendix 1) at the times and in the manner specified in said Appendix 1.

In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 1, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 4.



Chief Engineer/  
Director (TT) APCRDA

Chief Engineer

46

162

# SUBJECT OF CONTRACT

## 6.1 Project Plan

### 6.1.1

In close cooperation with the Client and based on the Preliminary Project Plan included in the Consultant's proposal/bid, the Consultant shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Requirements.

### 6.1.2

The Progress and other reports specified in the SCC shall be prepared by the Consultant and submitted to the Client in the format and frequency specified in the Requirements.

### 6.1.3

The Consultant shall formally present to the Client the Project Plan in accordance with the procedure specified in the SCC.

### 6.1.4

The Consultant shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.

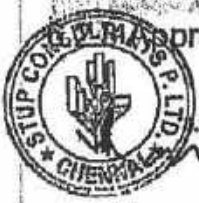
## 6.2 Documents Approval

### 6.2.1 Instructions and Specifications

(a) The Consultant shall execute the work and the implementation activities necessary for successful performance of the work in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

### 6.2.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of signing the Contract shall apply unless otherwise specified in the SCC. During Contract execution, any changes in such codes and standards shall be applied after approval by the Client.



Approval/Review of Documents by the Project Manager

13/1/23

47

Chief Engineer/  
Director (TT) APCRDA

168  
55

- (a) The Consultant shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager's approval or review. Any part of the Service covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents. Sub-clause 6.2.3(b) onwards of this clause GCC shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only. Within fourteen [14] days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with Sub-clause 6.2.3(a) of this clause GCC, the Project Manager shall either return one copy of the document to the Consultant with its approval endorsed on the document or shall notify the Consultant in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen [14] days, then the document shall be deemed to have been approved by the Project Manager.
- (b) The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.
- (c) If the Project Manager disapproves the document, the Consultant shall modify the document and resubmit it for the Project Manager's approval in accordance with Sub-clause 6.2.3(b) of this clause GCC. If the Project Manager approves the document subject to modification(s), the Consultant shall make the required modification(s), and the document shall then be deemed to have been approved, subject to Sub-clause 6.2.3(e) of this clause GCC. The procedure set out in Sub-clause 6.2.3(a) through Sub-clause 6.2.3(d) of this clause GCC shall be repeated, as appropriate, until the Project Manager approves such documents.
- (d) If any dispute occurs between the Client and the Consultant in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Consultant shall proceed with the Contract in accordance with the Project Manager's instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.
- (e) The Project Manager's approval, with or without modification of the document furnished by the Consultant, shall not relieve the Consultant of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications



*[Handwritten signature]*  
 Chief Engineer  
 Director (TT) APCRDA

*[Handwritten signature]*  
 13/11/23 48

*[Handwritten signature]*

Chief Engineer/  
 Director (TT) APCRDA

-164-

required by the Project Manager or inaccurate information furnished in writing to the Consultant by or on behalf of the Client.

(f) The Consultant shall not depart from any approved document unless the Consultant has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this Clause 6.2.3 of this clause GCC.

6.2.4 Inspections

The Client or its representative shall have the right to inspect any of the ongoing works/activities, at any location.

6.2.5

The Client shall issue an acceptance certificate against each successful deliverable as per the implementation schedule and as further detailed in the SCC.

6.3 Personnel

6.3.1 Description of personnel

The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix 2.

If required to comply with the provisions, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix 2 may be made by the Consultant by a written notice to the Client, provided

- (i) That such adjustments shall not alter the original time-input estimates for any individual by more than 10 percentage or one week, whichever is larger; and
- (ii) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth.

If additional work is required beyond the scope of the Services specified in Appendix 1, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth, the Parties shall sign a Contract amendment.

6.3.2 Replacement of personnel

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, but not limited to death or medical incapacity. In such case, the Consultant



13/1/23 49

*[Signature]*  
 Chief Engineer/  
 Director (TT) APCRDA

- 165 -

- 57 -

shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration

6.3.3 Approval of personnel

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two [22\*] days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

6.3.4 Removal and / or Replacement of personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If Client finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.
- (c) Any of the personnel provided as a replacement under sub-clauses (a) and (b) above, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Client except as the Client may otherwise agree.
- (d) 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.

6.3.5 Working Hours, Overtime, Leave etc

Working hours and holidays for Experts are set forth in Appendix 2. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of



*[Handwritten signature]*  
18/11/23 50

*[Handwritten signature]*  
Chief Engineer/  
Director (TT) APCRDA

166

the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix 2.

The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix 2, and the Consultant's remuneration shall be deemed to cover these items.

Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.



*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

*[Handwritten initials]*  
15/1/23

*[Large handwritten mark, possibly a signature or checkmark]*

Director (TT) APCRDA  
Chief Engineer

15



# Special Conditions of Contract

## 1 General Provisions And Interpretation

### 1.1: Definitions

#### 1.1.1 General

1.1.1(i): Applicable Law means the laws prevalent in republic of India shall govern this Contract.

1.1.1(ii) The Client is: The Commissioner, APCRDA

The Project Manager is: Principal Planner, Transportation, APCRDA.

1.1.2(vii) The Consultant's Representative is: Mr. A.T. Samuel, Director

Address: C/o STUP Consultants Pvt. Ltd., Temple tower, 7<sup>th</sup> floor, 672, Anna Salai, Nandanam, Chennai-600035

1.1.5(vi) The Contract shall be for a period of 35 months.

### 1.3: Representatives

1.3(a) Authorized representative of client:

Principal Planner, Transportation, APCRDA

#### 1.3.1 Project Manager Extensions and /or Limitations:

No additional extensions and/ or limitations.

#### 1.3.2 Consultant's Representative's Extensions and/or Limitations:

#### 1.4 Notices Address of the Project Manager :

Principal Planner, Transportation, APCRDA  
Lenin Center,  
Governor Pet,  
VIJAYAWADA 520002  
ANDHRA PRADESH - INDIA.



13/1/23

-168-

387/1612

280448/2016/ASSTP-PLNG-APCRDA

Fallback address of the Client:

APCRDA  
Lenin Center,  
Governor Pet,  
VIJAYAWADA -  
520002 . ANDHRA  
PRADESH - INDIA.

Address of the Consultant's Representative: 1) C/o STUP  
Consultants Pvt. Ltd., Temple tower, 7th floor, 672, Anna Salai,  
Nandanam, Chennai-600035

Fallback address of the Consultant 2) C/o STUP Consultants  
Pvt. Ltd., 1004&5, Raheja Chambers, 213 Nariman Point,  
Mumbai-400021

as appropriate insert: personal delivery, postal, cable,  
telegraph, telex, fac-simile, electronic mail, and/or EDI protocol



*P*  
13/1/22

Chief Engineer/  
Director (TT) APCRDA

-169-

-65-

Any dispute between the Client and a Consultant arising in connection with the present Contract shall be referred to arbitration in accordance with the Applicable law. The arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. Disputes shall be settled in accordance with the following provisions:

If any dispute arises between the parties hereto during the subsistence of this Contract Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the parties shall refer such dispute to their respective higher authorities the Chief Executive Officer, Client and the Chief Executive Officer of the Consultant Organization/Company or a substitute thereof for amicable settlement.

In the event that both the Chief Executive Officers or a substitute thereof are unable to resolve the dispute within thirty (30) days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act.

(II) Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided above, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed as stated above. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English.

The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to the settlement of disputes shall be final and binding on the Parties as from the date it is made, and the Consultant and the Client agree and undertake to carry out such Award without delay.

The Consultant and the Client agree that an Award may be forced against the Consultant and/or the Client, as the case may be, and their respective assets wherever situated. This Agreement and the rights and obligations of the Parties shall



Chief Engineer/ Director (TT) APCRDA

Handwritten signature and date: 11/12/2016

Handwritten signature of the Chief Engineer/Director (TT) APCRDA.

Chief Engineer/  
Director (TT) APCRDA

-170-

in full force and effect, pending the Award in any arbitration proceedings hereunder.

(iii) Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Vijayawada;
- (b) English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

1.6 Copyright, Confidential Information, and Ownership

1.6.8 Persons, topics, and conditions for which the confidentiality clause does not apply-Not Applicable

1.6.9 The Government of Andhra Pradesh shall have complete access to all types of technical and / or financial information it obtains or develops with respect to the Consultant and its Information Technologies.

1.6.9 Restriction about the future use, if any: Nothing shall be used for any purpose what so ever without the prior written consent of the Client.

2. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

2.1.2 Triggering of Liquidated Damages

2.1.2 (a) Liquidated damages : If the successful bidder fails to execute the work as per schedule, each day of delay will carry a liquidated damage of 0.1% of Contract price up to maximum of 10 percent of contract value.

2.4.1 (Limitation of Liabilities : The Consultant's liability under this Contract shall be upto one time the contract price as determined under the Applicable Law.

2.6.1 The Consultant shall maintain professional indemnity insurance cover of an amount not less than the Contract Price.

At the request of the Client, or its representatives, the Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

3. TERMINATION AND MODIFICATION OF CONTRACT

3.1 Term

3.1.1 Effectiveness conditions-

resources under the contract shall be deployed as per the Contract



Director

13/12/18 55

*[Handwritten Signature]*

Chief Engineer  
Director (TT) APCRDA

3.1.2 Commencement of Services-The Consultant shall commence work within 15 days from the Effective Date.

### 3.2 Termination

3.2.1 Expiration of Contract and extension The contract shall terminate at the end of 42 months from the Effective Date and can be extended for a maximum period of 3 months at one time, not more than twice subject to approval by the authority.

3.2.3 Termination of Contract for Failure to Become Effective The time from the date of signing of contract shall be thirty (30) days.

## 4 PAYMENT

### 4.1 Price

4.1.1 Contract price shall not exceed percentage of the agreement value in case of additional services being entrusted to the Consultant during the course of the contact. Additional service shall be paid at the same rates specified in the Price Schedule at Appendix 6.

4.1.2 Currency Ceiling - The Foreign currency ceiling shall be taken as the value of dollar up to 4th decimal as on 15th day prior to last date of bid submission

### Payment Terms

(1) Subject to the provisions of GCC, the Client shall pay the Contract Price to the Consultant according to the manner specified below.

(A.)The payment to be made based on the Invoices submitted by the consultant after acceptance of the deliverables submitted by the consultant.

(B.)The client to accept deliverables based on proof checking, review and recommendation undertaken by the client appointed Programme management consultant. The feedback on the deliverables OR acceptance shall be completed within 10 working days from the date of submission of the deliverables.

(C.)The payment shall be made in a phase wise manner as per Appendix- 8. The payment percentage included in the Appendix 8 refers to the percentage of Lump-sum Fee quoted by the firm.

(D.) The remaining 5% of the Lump-sum Fee (LSF) to be withheld by the Client. This amount to be released after 12 months from the date of acceptance of the DPR, provided the consultant provides the requisite technical assistance during execution as detailed in Volume-I, Scope of work.

4.2.4 Mode of Billing and Payments: (a) Advance payments: No advance payments would be made by the Client.

All monetary transaction shall be in Indian Rupees.

5 Interest on delayed payments: Not Applicable  
Advance Payment Security Not Applicable.

(TT) not send



*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

56

*[Handwritten signature]*  
12/1/20

-172-

4.3.3 Performance Security Performance Security equivalent to 5 (five) percent of the Contract price shall be furnished as per the terms set in the Clause 4.3.3 of GCC, in the form of a Bank Guarantee substantially in the form specified in Appendix 5 of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant. 50 percentage of the Performance Security shall be released upon the completion of the contract and its acceptance by the Client and the remaining 50 percentage shall be released after 1 Year from the date of completion. This 1 year period shall be termed as the "warranty period".

4.3.3 Advance Payment Security Not Applicable

5 Special Conditions of Responsibilities

5.1.8 Consultant's responsibilities

(1) Limitation of Obligations:

(2) Accounting, Inspecting and Auditing

Specific bases: None

5.2.7 Details of Access to Facilities

The Consultant shall have access to all the facilities required to perform the services mentioned in Vol-I Scope of the RFP document.

5.2.8 Details of Counter Personnel:

Not applicable.

6 SUBJECT OF CONTRACT

6.1 Project Plan

(1) Project Plan shall be Annexure-2.

(2) Apart from the deliverables mentioned in Appendix 8, the Consultant shall submit progress report to the client as and when requested.

Note: Other reports may be needed to monitor Contract performance/progress.

6.2 Documents Approval 6.2.2 Codes and Standards

The Methodological Quality Standards adopted shall be as mentioned in Volume-I, Scope of Services.

6.2.3 Approval/Review of Technical Documents by the Project Manager The list of documents

(1) Project Plan.

(2) Staff deployment and roster of staff.

(3) Document containing personnel replacements.



*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

*[Handwritten initials]*  
13/1/23

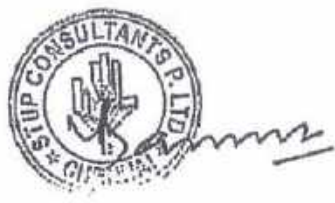
57

Director (TT) APCRDA

-173-

-65-

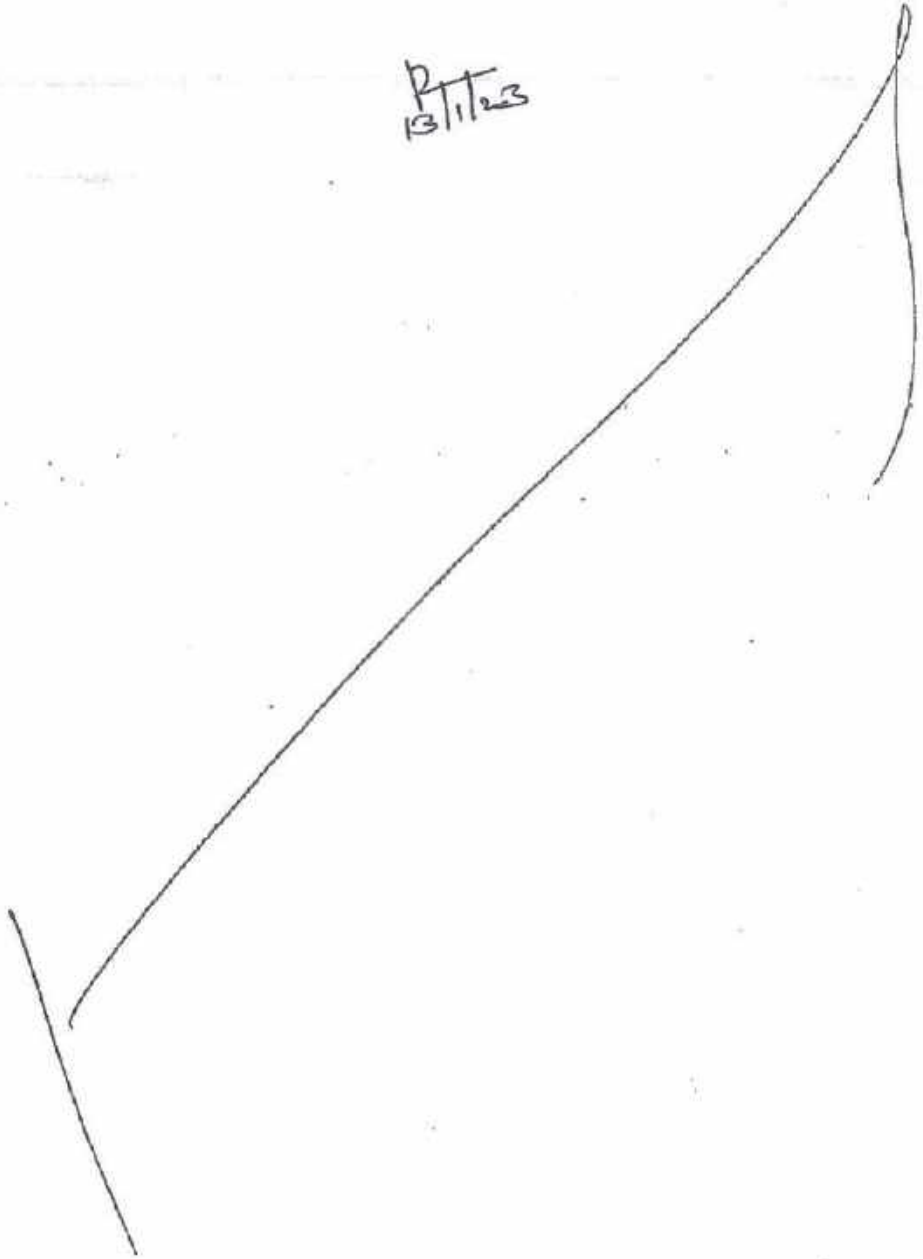
6.2.5 Acceptance Certificate Issuance Details: Upon receipt of every deliverable from the Consultant, the Project in charge from APCRDA, shall issue the certificate of acceptance.



*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

P  
13/1/23



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

STUP Consultants Pvc. Ltd

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



- 174 -

- 57 -

**APPENDICES**

*P 12/1/23*

28. The End

28. The End



~~177~~  
-69- 175 -

## Appendix 1.

### Detailed Scope of Work

The following are the activities are needed to be performed by the Consultant.

#### Capture the existing data:

- (1) Mapping of proposed IRR alignment, Land Use using Remote Sensing and GIS techniques and Total Station Survey;
- (2) TSS must conduct till 500 m. beyond the proposed ROW for the connecting streets all along the proposed road in detail.
- (3) Inventory of existing land-use / land cover i.e. forest land, location, type, species of trees with girth more than 30 cm (measured at 1 m height from the ground level), water bodies, wet lands, hillocks, religious structures, river crossing, cross drainage, village settlements, buildings, major utilities and other structures, side roads, all road crossings, major pedestrian/animal crossing points, the broad terrain characteristics and engineering properties of soil / sub-soil conditions, hydrological parameter, HFL of water bodies, water logging stretches and other environmental aspects which require attention in planning, designing and construction / development of 94 kms of ORR with 75 mts of Right of Way (RoW) must be mapped in various layers of Auto CADD.
- (4) Broad inventory and surveys for evaluating the existing condition of proposed alignment of IRR for pavements (for existing road), bridges, cross drainage structures, drainage provisions, and slope stability assessment, etc needs to be carried out.
- (5) Broad mapping of population and settlement pattern falling in and around the IRR alignment.
- (6) Development of minimum three (3) different 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.

7) Mapping of 75 m wide RoW strip plan of IRR on the cadastral data and preparation of Land use register for the proposed alignment



*hamma*  
13/11/16 62

*Shankar*  
Chief Engineer/

- 176 -
- of IRR.
- (8) Mapping of the above details in scale of 1:1000 for the entire RoW of ORR.
- (9) Identify the potential land parcels which can act as revenue source to APCRDA for development.

#### Preparing the Feasible Alignment

- (1) Preparation of DTM design and projection of the surveyed road duly correcting and fine tuning it with spot field checks.
- (2) As far as possible, the IRR alignment should follow the proposed alignment as per the Draft Master Plan unless otherwise the topography, settlements, terrains and other natural features, environmental aspects, design and construction aspects and highway safety aspects, etc warrant for corrections / changes in the alignment wherever required.
- (3) Identifying factors controlling alignment due to practical difficulties such as intermediate obstructions and topography, obligatory points (points through which alignment is to pass, and points through which alignment should not pass), road geometric design factors such as gradient, radius of curvature, etc should be examined. DGPS point should be taken and marked in the GIS for correct ORR alignment.
- (4) Mapping of feasible alignment with alternatives, including evaluating the merits of each alternatives on techno economic aspects for consideration of APCRDA. Based on the feedback prepare the final feasible alignment.
- (5) For the final alignment, provide preliminary highway designs, typical cross-sections, locations of bridges, culverts, cross drainage works, utilities ducts, by-passes, service roads, interchanges/grade separators, junction improvements, designs and highway embankment stretches of IRR.
- (6) Prepare the final feasible alignment with necessary details in scale of 1:1000 for the entire length and RoW of IRR.
- (7) Mapping of the final feasible alignment of IRR on the cadastral data and preparation of Land use register duly reflecting all the changes affected that will have impact on the Draft Master Plan IRR alignment.



SHIP CONSULTANTS PVT. LTD.

13/1/28

63

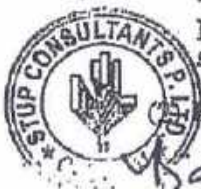
*[Signature]*  
Chief Engineer/  
Director, ATVP/APCRDA

(8) During preparation of the feasible alignment following needs to be considered.

- (a) The drainage pattern of the area should be kept undisturbed, natural environment, human habitation and heritage sites have to be protected.
- (b) Provide and Design the missing links/bypasses along the IRR wherever necessary to develop better connectivity.
- (c) Proper care should be taken while planning and designing the carriageway and service roads such that, the section could be widened to multi-lane or development of mass transit corridor (BRTS/MRTS/etc..) at a future date without disturbing the utilities or service roads.
- (d) Suitable and appropriate bypass/widening proposals should be considered, wherever the existing road is passing through the rural/urban settlements.
- (e) As far as possible, to minimize the land acquisition, service roads, alignment corrections, improvement of intersections, grade separators, etc shall be within the existing right of way. Except for locations with inadequate width and where provisions of short bypasses for etc. found necessary and are practicable and cost effective.
- (f) Fix benchmarks for every half intervals and geo reference corridors
- (g) Follow master plan principles and proposals.
- (h) Fix road level as per the specifications considering MFL

### Undertake broad socio-economic and financial analysis of the project:

- (1) The preliminary concept of IRR should examine the future inter and intra cities, regional traffic demand, surrounding land-use development, road side amenities, O&M infrastructure, safety structures, interchange area requirements and other required provisions/measures/impacts, etc., need to be considered and shall be indicated in the plan.



Preliminary concept design of IRR multi-lane carriage way with

Chief Engineer/

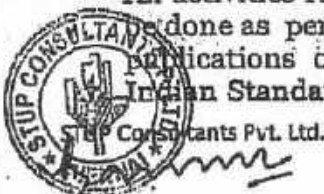
64

- 177 ✓  
- 178 -
- mass transit corridor development, Plans of longitudinal and cross sections shall be prepared as per IRC/ MORTH standards.
- (3) Assess the traffic volume data and O-D data by conducting the required necessary traffic surveys pertaining to IRR.
  - (4) Review of all available reports and published information about the project road and the project influence area.
  - (5) The development plans/projects/works that can be proposed or implemented in potential land parcels by conducting market analysis which may have impact due to IRR development within its influence zone/area, should be examined and recommended for development as a revenue source for APCRDA.
  - (6) Appropriate measures have to be suggested for mitigating the effects of property and community severance and circulation of the local and access traffic.
  - (7) Preliminary environment and social assessment duly identifying probable positive and negative impacts and cost effective measures for maximizing positive & minimizing negative impacts. Assessment of impact of land acquisition and resulting displacement of people / deriving income from land / assets to be acquired.
  - (8) Broad economic analysis of the project, quantify all economic benefits, Estimate the economic internal rate of return (EIRR) for the project over a 30-year period. Sensitivity analysis on the basic parameters affecting EIRR.
  - (9) Conduct EIA, SIA studies and prepare report
  - (10) Consultant shall furnish land protection details as per the mapping made available for further processing.

### Prepare Detailed Project Report and Detailed Design Estimates:

#### Standards

All activities related to field studies, design and documentation shall be done as per the latest guidelines/circulars of MORTH and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS,



STIP Consultants Pvt. Ltd.

Director (T&T)

A.P.C.R.D.A., VIJAYAWADA  
Chief Engineer/

65 13/1/23

- 73 -  
- 179 -

international standard practices, such as, British and American Standards may be adopted. All notations, abbreviations and symbols used in the reports, documents and drawings shall be as per IRC:-71-1977


### Detailed designs

Prepare detailed designs & drawings covering structural designs & drawings for the following elements:

- (1) RoW with Carriageway and other detailed infrastructure covering Geometrical elements for Inner Ring Road.
- (2) Storm water drainage within the ROW and design of cross drainage works.
- (3) Special provisions for elevated, underground, underpass, and high embankment structure roads and other infrastructure
- (4) Pavement designs including medians with materials with specifications
- (5) NMT (cycle tracks)
- (6) Pedestrian walkways (7) Plantation strips and irrigation
- (8) Integrated utility tunnels
- (9) Smart street lighting and ITS Phase - I equipment, Control & Command Centre with design, architecture, infrastructure and specifications, etc.,
- (10) Bus bays and sick bays with area requirements
- (11) On street parking for IPT, Goods Vehicles, emergency, etc.,
- (12) Public Transport Network system (BRT/MRT, etc.,) corridors integrated with IPT/feeder network (with requisite infrastructures)
- (13) Public transport stations
- (14) Signage on road network, other locations with related infrastructure in 2 or 3 languages as per IRC.

(15) Pavement markings on road network, other locations with related infrastructure as per IRC.



  
 Chief Engineer/  
 Director (TT) APCC

- ~~179~~      -180-
- (16) Junctions with signal design and cycle phasing, interchanges and grade separators details including area requirements with respect to phasing
  - (17) Cross Masonry/ Cross Drainage works (CM & CD) and other hydraulic structures if any
  - (18) ROBs/ RUBs, bridges & culverts, flyovers, clover leaf, foot over bridges, other structures, infrastructure, etc.,
  - (19) Multi-modal network, bus and rail transport nodes, interchange hubs, other infrastructure requirements including facilities and amenities with respect to phasing
  - (20) Possible locations of wayside amenities, operation and maintenance infrastructure, safety structures, etc, shall be detailed out.
  - (21) Complete drainage system and disposal point for storm water

**Prepare GAD and obtain approvals**

- (1) Plot all site plans, L-section and C-section. Scale to be 1:1000 for longitudinal axis (along the road), 1:100 for lateral axis (across the road) and 1:50 for vertical axis (height above or below the road level)
- (2) Prepare good for construction drawings for all the components
- (3) Prepare structural designs and drawings for all the components

Prepare DPR which will include the following (list not exhaustive)

- (1) Pre-feasibility & feasibility study
- (2) Detailed designs
- (3) Detailed estimations
- (4) Value Engineering



Detailed Bill of Quantities (BoQ)

(6) Rate Analysis

SHUF CONSULTANTS PVT. LTD.

21/12/23  
67

*[Signature]*  
 Chief Engineer/  
 Director (P) APCRDA



- 180 -  
- 75 -  
- (8) -
- (7) Detailed Capital Cost
  - (8) O&M cost estimates
  - (9) Phasing of the project
  - (10) Good for construction GAD
  - (11) Project implementation schedule

### Others

#### Conduct SIA, EIA and EMP

Prepare a detailed Social & Environmental Impact Assessment proposals and its mitigation program as per the relevant environmental acts and regulations as applicable. Assist in preparing and filing clearance of EIA and SIA with respective competent authorities.

Preparation of initial Poverty and Social Assessment Reports (IPSA), resettlement framework, preparation of resettlement plans as per guidelines of Govt. of India R & R Policy.

Road safety audit to identify areas of major concern, including black spots, and measures to be taken for improving road safety

#### Tender Documentations

Prepare contracting strategy including packaging for obtaining approval. Prepare the following necessary documentations (non-exhaustive) for tender process,:

- Scope of Works
- Technical Standards and Specifications
- Tender documents along with drawings in stipulated manner.
- Detailed Bill of Quantities

#### Support during execution

Revision of plans and drawings according to deviation taken place.

Note:

1. All DPRs and detailed designs to be conform with the strategy prescribed in the Master plan



DPRs to be in conformity with the requirements of the international multilateral/bilateral funding

*ammm*  
13/1/23 68

*[Signature]*  
Chief Engineer/  
Director (TT) APCRDA

~~181~~  
-182-

3. All drawings, plans and reports will be vetted by the Programme Management Consultant to APCRDA, who will provide feedback and inputs on the same.
4. All the detailed designs & DPRs of any component shall be done with the purpose of making that system full-functional and operable
5. The list of items provided in Part-II are indicative in nature (and not exhaustive) and the bidder is expected to fill in the gaps and improvise the list as per industry best practices
6. Draft masterplan is as provided on the APCRDA website <http://crda.ap.gov.Pin/APCRDA/>



*[Handwritten signature]*

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

*D/*  
*13/1/23*

- 183 -

77

### Appendix 2. Project Plan

The schedule for the key deliverables is as detailed below,

Sl. No.	Description	Timeline
1	Inception Report along with details of soil exploration, concerned field work and site plans and its approval	2 weeks
2	Alignment with traffic reports	10 weeks
3	Report on Indicative GAD of structures	14 weeks
4	Feasibility report along with LA plans	18 weeks
5	Draft DPR along with finalised conceptual design and specifications and its approval	22 weeks
6	Final DPR along with all annexures to be accompanied in its full shape and its approval	24 weeks
7	Support during execution upto 3 years from approval of final DPR.	On completion of the work or 3 years from the date of approval of DPR.



*[Handwritten Signature]*

**Chief Engineer/  
Director (TT) APCRDA**

911-  
1010.

*[Handwritten Signature]*  
12/1/23

70

-183-

-184-

**Appendix 3. Personnel Capabilities**

Form T7 - Personnel Capabilities

Sl. No.	Title of Position	Name of Prime Candidate
1	Highway Engineer -1	T.V.Rajeev
	Highway Engineer -2	H.V.Mallikarjun
2	Transport Planner	A.K.Pai
3	Structural Engineer	N.J.Wasley
4	Geotechnical Engineer	S.Loganathan
5	Urban Planner	Dr.J.Vasudevan
6	Survey Expert	Y.Murali
7	Quantity Surveyor	P.Chandramohan
8	Financial Expert	Dharanveer Singh
9	Environment Expert	V.Balamurugan
10	Landscape Architecture	N.Raja
11	SIA Expert	R.Vijaya

*[Handwritten signature]*



*[Handwritten signature]*  
T&T Consultants Pvt. Ltd.

13/123

*[Handwritten signature]*

Director (T&T)  
A.P.C.R.D.A., VIJAYAWADA,  
Chief Engineer/  
Director (TT) APCRDA

## Candidates Summary

1.

Position	Highway Engineer	Candidate <input checked="" type="checkbox"/> Prime
Candidate Information	Name of candidate : T.V.Rajeev	Date of Birth : 27-11-1970
	Professional Qualifications:	
	<ul style="list-style-type: none"> <li>• Master of Highway Engineering, Bangalore University, Bangalore - 1995</li> <li>• Bachelor of Civil Engineering, R.V College of Engineering, Bangalore - 1992</li> </ul>	
Present Employment	Name of Employer : STUP Consultants Pvt. Ltd.	
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35	
	Telephone: 044 -4223 3333	Contact : A T Samuel
	Fax: 044 - 2433 8726	Telex:
	Job Title of Candidate: Jr. Principal Manager	Year with present Employer: 10 years

## 2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
Feb 2006	Till date	STUP Consultants Pvt. Ltd.,
		<p>Project Name:            Consultancy services for the preparation of Detailed Project Report including detailed engineering design of 6 Laning of Tumkur - Chitradurga (excluding Tumkur &amp; Chitradurga Bypasses) section of NH-4 from km 75.00 to 189.00 in the State of Karnataka under NHDP Phase V on DBFOT Pattern.            Year: Aug. 2010 Jul. 2014            Client: Modern Road Makers Pvt. Ltd.            Project Cost: 1142 Crore            Position Held: Sr. Highway Engineer -cum- Team Leader            Role: Responsibilities include preparation of Engineering Designs, Pavement Design, Drainage Planning and Design, Road Furniture and Miscellaneous Details, Technical Schedules and Bid Documents &amp; BOQ and Cost Estimates.</p> <p>Project Name:            Consultancy Services for Preparation of Detailed Project</p>



*[Signature]*

Chief Engineer/  
Director (TT) APCRDA

13/1/22 72

185

From	To	Company / Project / Position/ Relevant technical and management experience
		Report for restructuring and Eastern Peripheral Expressway (EPE) project NH No. NE-II from 6-lane to 4-lane and to including improvement of NH-1 (Delhi-Panipat section) on DBFOT (Toll) basis.

186

1.

Position	Highways Engineer	Candidate <input checked="" type="checkbox"/> Prime
Candidate Information	Name of candidate : H.V.Mallikarjuna	Date of Birth : 03-09-1965
Professional Qualifications:		
<ul style="list-style-type: none"> <li>ME Highway Engineering , University of Vishveshwaraiya College of Engineering, (UVCE) Bangalore, 1992</li> <li>B.C Civil Engineering, Rashtriya Vidyalaya College of Engineering , Bangalore, 1988</li> </ul>		
Present Employment	Name of Employer : STUP Consultants Pvt Ltd	
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35	
	Telephone: 044 -4223 3333	Contact : A.T.Samuel
	Fax: 044 - 2433 8726	Telex:
	Job Title of Candidate : Project Manager	Year with present Employer: 14 Yrs

## 2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
2001	Till date	STUP Consultants Pvt. Ltd., Consultancy Services for preparation of feasibility for 6-Laning of NH-8A from Samakhiali-Gandhidham (Length 56 Kms) in the state of Gujarat under NHDP Phase-V (lot 2) for M/s. NHAL. As a Team Leader-cum-highway engineer, responsible for Preparation of feasibility report, field investigations report, pavement design report, Inventory and rehabilitation report, drawings for pavement typical cross section drawings, drawings for plan and profile for main road, drawings for longitudinal profile for service roads, General Arrangement etc.
		Detailed Engineering Design Consultancy Services for



STUP Consultants Pvt. Ltd.

Director (C&T)  
 A.P.C.R.D.A., VIJAYAWADA  
 Chief Engineer/  
 Director (TT) APCRDA

13/1/28  
 73

186

87

187

From	To	Company / Project / Position/ Relevant technical and management experience
		<p>Strengthening and Widening of existing 2-Lane Road to 4 lane Dual carriageway from Km. 5.735 to Km. 39.960 of NH-22 and Km. 0.00 to 0.871 of NH-21 (Ambala Chandigarh section) in the States of Haryana and Punjab on BOT Basis for M/s. GMR Ambala - Chandigarh Expressways Private Limited.</p> <p>As a Team Leader, responsible for Preparation of field investigations report, pavement design report, Inventory and rehabilitation report, drawings for pavement typical cross section drawings, drawings for plan and profile for main road, drawings for longitudinal profile for service roads, General Arrangement etc.</p>

<b>Position</b>	<b>Transport Planner</b>	<b>Candidate</b> <input checked="" type="checkbox"/> <b>Prime</b>
<b>Candidate Information</b>	Name of candidate : A.K Pal	Date of Birth : 30-06-1953
	<b>Professional Qualifications:</b>	
	<ul style="list-style-type: none"> <li>• Master of Transport Planning- School of Planning and Architecture, Delhi, 1986</li> <li>• Master Degree in Statistics - Panjab University, Chandigarh, 1976</li> <li>• B.Sc. (Statistics Hons.) - University of Calcutta, 1973</li> </ul>	
<b>Present Employment</b>	Name of Employer : STUP Consultants Pvt Ltd	
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35.	
	Telephone: 044 -4223 3333	Contact : A.T.Samuel
	Fax: 044 - 2433 8726	Telex:
	Job Title of Candidate : <b>Traffic &amp; Transportation Expert/ Transport Economists Associate</b>	Year with present Employer: 14 Yrs



*[Handwritten Signature]*

Chief Engineer/  
Director (TT) APCRDA

*[Handwritten Signature]*  
13/1/23.

-188-

From	To	Company / Project / Position/ Relevant technical and management experience
2001	Till date	<p><b>STUP Consultants Pvt. Ltd.,</b></p> <p><b>Detailed Project Report for 4-laning of Ranchi -- Patratu - Ramgarh Road in Jharkhand, 2007 - On going (JSPL)</b>                      As Transport Planner responsible for traffic surveys &amp; studies, evaluation of alternative alignments, cross-section, layout plan, geometric design, road safety features, road signage and marking scheme etc for nearly 58 Km road stretch.</p> <p><b>Logistic Study for 80 Km of road stretch in Himanchal Pradesh connecting Plant Site with NH and other major roads including Major Bridge over Satluj for Transport of Capital Equipment, 2007 - On going (Lafarge India)</b>                      As traffic planner responsible for traffic surveys &amp; studies, evaluation of alternative alignments, design standards, cross-section, layout plan, Geometric design, Road safety features etc.</p> <p><b>Consultancy Services for Preparation of Feasibility study for Six/Four lane with paved shoulder of Bhavnagar-Pipavav-Porbandar-Dwarka section of NH-8E in the State of Gujarat (approx length 445 km).</b>                      Dec 2010- April 2012                      As traffic planner responsible for traffic surveys &amp; studies, evaluation of alternative alignments, design standards, cross-section, layout plan, Geometric design, Road safety features etc.</p> <p><b>Detailed Project Report for Bypass Road in Asansol, West Bengal, 2006 - On going (ADDA)</b>                      As Transport Planner responsible for traffic surveys &amp; studies, evaluation of alternative alignments, cross-section, layout plan, economic evaluation etc. for nearly 10 Km bypass.</p> <p><b>Detailed Project Report for Border Roads in Uttarakhand, 2006 - On going (CPWD)</b>                      As Transport Planner responsible for finalization of design</p>



STUP Consultants Pvt. Ltd.

P  
13/1/23  
75

*[Signature]*  
 Director (T&T)  
 A.P.C.R.D.A., VIJAYAWADA  
 Chief Engineer/  
 Director (TT) APCRDA



- 188 -  
- 83 - 189 -

<b>Position</b>	Structural Engineer	
<b>Candidate Information</b>	Name of candidate : N.J.Wesley	Candidate <input checked="" type="checkbox"/> Prime Date of Birth : 02-06-1965
<b>Professional Qualifications:</b>		
	<ul style="list-style-type: none"> <li>• Master of Engineering in Civil Engineering, (Structural Engineering with Computer Applications) Bharathiar University, Coimbatore. 1992-1993</li> <li>• Bachelor of Engineering in Civil Engineering, Bharathiar University, Coimbatore. 1988-1991</li> <li>• Diploma in Civil Engineering, State Board of Technical Education, Tamilnadu. 1980-1983</li> </ul>	
<b>Present Employment</b>	Name of Employer : STUP Consultants Pvt Ltd Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35 Telephone: 044 -4223 3333      Contact : A.T.Samuel Fax: 044 - 2433 8726      Telex: Job Title of Candidate : Principal Consultant      Year with present Employer: 22 Yrs	

## 2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
1994	Till date	STUP Consultants Pvt. Ltd., Principal Consultant
		Name of Project Detailed Project Report for the Construction of Elevated Road from Taramani to Siruseri under Phase - I and from Siruseri to Mahabalipuram under Phase -II, for a length of 45km, along OMR, Chennai, Tamil Nadu Period: Sep 2014 - Till date Client: TNRDC, Tamil nadu Role: Team Leader-cum-Sr. Structural Engineer Description of responsibilities : Project planning, task assignment, guiding inter-disciplinary activities, supervising various surveys and investigations, Preparation of preliminary design, detailed design, cost estimate and coordination with department Name of Project Supply of Rate Analysis, Bill of Quantities, Cost Estimate and tender



76

*[Signature]*  
Chief Engineer/  
Director (TT) APCRDA

*[Signature]*  
13/1/23

-190-

From	To	Company / Project / Position/ Relevant technical and management experience
		<p>stage drawings for the work of construction of Road Over Bridge over Uppar Drain connecting Kamaraj Salai at Balaji Theatre Bridge and Maraimalai Adigal Salai at Newton Theatre, Puducherry            Client: PWD, Buildings &amp; Roads (Central) Division            Period: March 15 - On going            Role: Team Leader-cum-Sr. Structural Engineer            Description of responsibilities :            Project planning, task assignment, guiding inter-disciplinary activities, supervising various surveys and investigations, Preparation of preliminary design, detailed design, cost estimate and coordination with department</p> <p>Name of Project:            Preparation of Feasibility Report and Detailed Project Report (DPR) for Planning and Construction of an Integrated Traffic Infrastructure Facility from Ega Theatre Junction in EVR Periyar High Road to Thirumalaipillai Road in T.Nagar near Valluvar Kottam in Chennai for Corporation of Chennai - Package - V.            Client : TNUIRSL            Period: Sep 2013 - On going            Role: Team Leader-cum-Sr. Structural Engineer            Description of responsibilities :            Project planning, task assignment, guiding inter-disciplinary activities, supervising various surveys and investigations,</p>

**Candidates Summary**

1.		<b>Position</b>	<b>Geotechnical Engineer</b>	<b>Candidate</b> <input checked="" type="checkbox"/> <b>Prime</b>
<b>Candidate Information</b>		Name of candidate : S.Loganathan		Date of Birth : 31-05-1943
		<b>Professional Qualifications:</b>		
		<ul style="list-style-type: none"> <li>M.E., Soil Mechanics and Foundation Engineering , Madras University, 1979</li> <li>B.E., Civil Engineering, Madras University, 1975</li> </ul>		
<b>Present Employment</b>		Name of Employer : STUP Consultants Pvt Ltd		
		Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35		
		Telephone: 044-4223 3333	Contact : A.T.Samuel	
		Fax: 044-2433 8726	Telex:	
		Job Title of Candidate : Project Based	Year with present Employer: 15	



Chief Director (TT)

13/11/25

Director  
 A.P.C.R.D.A., VILAYAWADA  
 Chief Engineer/  
 Director (TT) APCRDA

	Yes
--	-----

2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
2000	Till date	STUP Consultants Pvt. Ltd.,
		<p><b>Project:</b> Preparation of Detailed Project Report for 4 laning of ECR.  <b>Client :</b> Tamilnadu Road Development Company            As a Sr. Geotechnical Expert, responsible for formulations of the technical specifications and field monitoring of the geotechnical &amp; sub soil investigations and interpreting the existing geo-technical data. Providing details for the types of foundations to be adopted for the various structures.</p> <p><b>Project:</b> Preparation of Feasibility - Cum - Preliminary Design for Construction of Stand Alone Ring Road/Bypasses in Madurai City in the State of Tamil Nadu under NHDP Phase VII, Package No: NHAI /Phase-VII /Madurai, TN.            As a Sr. Geotechnical Expert, responsible for formulations of the technical specifications and field monitoring of the geotechnical &amp; sub soil investigations and interpreting the existing geo-technical data. Providing details for the types of foundations to be adopted for the various structures.</p> <p><b>Project Name:</b> Preparation of Detailed Project Report for proposed Grade Separator at Rajiv Gandhi Square at Puducherry.  <b>Client :</b> Puducherry PWD, NH Division            As a Geotechnical Expert, responsible for formulations of the technical specifications and field monitoring of the geotechnical &amp; sub soil investigations and interpreting the existing geo-technical data. Providing details for the types of foundations to be adopted for the various structures.</p> <p><b>Project Name:</b> Preparation of Detailed Project Report for</p>

Candidates Summary

1.

Position	Urban Planner	Candidate <input checked="" type="checkbox"/> Prime
Candidate Information	Name of candidate : Dr. J.Vasudevan	Date of Birth : 09-06-1948
	Professional Qualifications:	
	• Ph.D in Transportation, IIT, Madras, 1993	



13/1/23

78

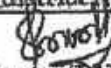
Chief Engineer/  
Director (TT) APCRDA

	<ul style="list-style-type: none"> <li>M.E. Urban Engineering, Anna University, 1983</li> <li>B.E Civil Engineering 1972</li> </ul>
Present Employment	Name of Employer : STUP Consultants Pvt Ltd
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35
	Telephone: 044 -4223 3333      Contact : A.T.Samuel
	Fax:044 - 2433 8726      Telex:
	Job Title of Candidate : Project Based      Year with present Employer:

2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
		STUP Consultants Pvt. Ltd.,
Aug 2007	2015	Consulting Engineering Services (India) Private Limited, New Delhi Associate/ Consultant
		<p><b>Project Name:</b> Preparation of Multi Modal Integration Plan for sub-urban stations from Beach to Vandahur Year : 2014 -2015 Location : Chennai, Tamil Nadu. Client : CMDA, Chennai To study the existing conditions of accessibility to the Railway stations and identify the problem areas. To develop concept plan for Improvements of 20 stations Position held : Deputy Team Leader cum Urban Planner Activities performed : Secondary data collection and analysis Organising of various surveys and preparation of base maps of all stations. Co-ordinating the team members activities and preparation reports.</p> <p><b>Project Name:</b> Consultancy services to monitor the Physical and financial progress of IUDM (2012-13) funded projects in 9 Districts of Tamil Nadu Year : 2012-13 Location : Chennai, Tamil Nadu. Client : TUFIDCO, Chennai To monitor the physical and financial progress of IUMD projects at quarterly interval and report to the MD , TUFIDCO. Position held : Team Leader Activities performed : Inspection project sites and observation of quality of work and progress of works in each district. Verification</p>



  
 Director (T&T)  
 A.P.C.R.D.A., VIJAYAWADA  
 Chief Engineer/  
 Director (TT) APCRDA

79;

D  
13/1/23

280448/2016/ASSTP-PLNG-APCRDA

- 193 -  
- 87 -

From	To	Company / Project / Position/ Relevant technical and management experience
		<p>Measurement books to check the financial progress of each project.</p> <p><b>Project Name :</b>                      Consultancy services to carry traffic improvement study in junctions, Black spots and traffic survey in important locations in Chennai city roads division                      Year : 2011                      Location : Chennai, Tamil Nadu.                      Client : Divisional Engineer (H) C &amp; M                      To conduct detailed study at black spots and at junctions for road safety perspective and arrive at feasible solutions. Preparation of detailed estimate.                      Position held : Deputy Team Leader cum Urban Planner                      Activities performed : Traffic surveys, topo surveys and accident data collection .Preparation of Inception report and Final report for Junctions. Preparation of cost estimates for all junctions.</p> <p><b>Project Name:</b>                      Consultancy Services for Preparation of Feasibility study for Six/Four lane with paved shoulder of Bhavnagar-Pipavay-Porbandar-Dwarak</p>

Position	Survey Expert	Candidate	Prime
Candidate Information	Name of candidate : Y.Murali	Date of Birth : 12.07.1977	
	Professional Qualifications:		
	<ul style="list-style-type: none"> <li>• <b>M.Tech. (Traffic &amp; Transportation Planning)</b>, Department of Transportation Engineering, National Institute of Technology (NIT) Calicut, Kerala August 2006</li> <li>• <b>B.Tech. (Civil Engineering)</b>, Department of Civil Engineering, Jawaharal Nehru Technological University College of Engineering-Hyderabad, July 2003</li> <li>• <b>Diploma in Civil Engineering</b>, Govt. Model Residential Polytechnic, Srisailam, Andhra Pradesh, April 1999</li> </ul>		
Present Employment	Name of Employer : STUP Consultants Pvt Ltd		
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35		
	Telephone: 044 -4223 3333	Contact : A.T.Samuel	
	Fax:044 - 2433 8726	Telex:	
	Job Title of Candidate : Sr. Design Engineer	Year with present Employer: 7 Yrs	



*[Handwritten signature]*

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

*[Handwritten initials]*  
13/1/23

-194-

2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
2012 April 2007	Till date March 2010	STUP Consultants Pvt. Ltd., Sr. Design Engineer
		<p><b>Project :</b>            Consultancy Services for preparation of Detailed Project Report (DPR) for various Road Improvement works under Tamil Nadu Road Sector Project II (TNRSP II) Contract PPCo4            Client : Tamil Nadu Road Sector Project -II, Highways Department            Period :            Oct 2013 - On going            Type of Activities :            As a Senior Survey Engineer was responsible for checking and validation of the survey data and transfer of all the ground features on the drawings.            Establishing benchmarks, Cadastral surveys, preparation of land acquisition maps, Land plan schedules (LPS). Developing QAP and implementation procedure for topographic survey. Preparation of data format and methodology. Organizing and supervise validation of reference points. Organizing and validation of Survey documents Organizing and validate topographic survey. Coordinating with client for the development of alignment plans and other profiles.</p>

<b>Position</b>	<b>Quantity Surveyor</b>	<b>Candidate</b> <input type="checkbox"/> <b>Prime</b>
<b>Candidate Information</b>	<b>Name of candidate</b> P.Chandramohan	<b>Date of Birth</b> : 22-08-1976
	<b>Professional Qualifications:</b>	
	<ul style="list-style-type: none"> <li>• M.Tech (Structural Engineering), SRM University, 2014</li> <li>• B.E (Civil Engineering), University of Madras, 1998</li> </ul>	
<b>Present Employment</b>	<b>Name of Employer</b> : STUP Consultants Pvt Ltd	
	<b>Address of Employer</b> : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35	
	<b>Telephone</b> : 044-4223 3333	<b>Contact</b> : A.T.Samuel
	<b>Telephone</b> : 044-2493 8726	<b>Telex</b> :



STUP Consultants Pvt. Ltd.

Director (TT)

13/1/28

*(Signature)*  
 Director (TT)  
 A.P.C.R.D.A., VUJAYAWADA  
 Chief Engineer/  
 Director (TT) APCRDA

- 195 -

- 89 -

Job Title of Candidate : Sr. Consultant	Year with present Employer: 9 Yrs
---	-----------------------------------

## 2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
2006	Till date	STUP Consultants Pvt. Ltd., Sr. Consultant
		<p><b>Project :</b> Preparation of Feasibility Report &amp; Detailed Project Report (DPR) for Construction of Rail Under Bridge / Limited use subway or Rail Over Bridge (ROB) in Lieu of Level crossings at two locations in Chennai for Chennai Corporation - Package - VII <b>Period:</b> June 2013 - Aug 2015 <b>Client :</b> TNUFSL <b>Role:</b> Sr. Quantity Surveyor <b>Type of Activities:</b> Estimation of the Quantities based on the Geometric Design Report for various items including Excavation of Earthwork, Embankment Earth filling, Sub-grade Earth filling, Rock Excavation, Sub Bases, Bases and other allied items of work. Carrying out the Rate Analysis based on the relevant applicable Schedule of Rates and the prevailing market rates of locally available materials. Preparation of Cost Estimates based on the necessary calculations of the Price Escalations during the construction period in order to arrive at the final cost of the project.</p> <p><b>Project :</b> Preparation of Detailed Project Report (DPR) on Road Under Bridges (RUB) at Madhura Nagar and ROB at Varibay Colony &amp;</p>

<b>Position</b>	<b>Financial Expert</b>	<b>Candidate</b> <input checked="" type="checkbox"/> <b>Prime</b>
<b>Candidate Information</b>	Name of candidate : Dharam Veer Singh	Date of Birth : 15-04-1965
	<b>Professional Qualifications:</b>	
	<ul style="list-style-type: none"> <li>Chartered Accountancy from the Institute of Chartered Accountants of India, New Delhi, 1993</li> <li>Bachelor of Commerce from K.V. Pandekar College, Bombay University, 1987</li> </ul>	
<b>Present Employe</b>	Name of Employer : STUP Consultants Pvt Ltd	
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35	



82

*[Signature]*  
Chief Engineer/  
Director (TT) APCRDA

13/11/23

-196-

Telephone: 044-4223 3333	Contact : A.T.Samuel
Fax: 044 - 2433 8726	Telex:
Job Title of Candidate : Financial Expert	Year with present Employer: 18 Yrs

2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
1997	Till date	STUP Consultants Pvt. Ltd. - Project based
		<p><b>Project Name:</b>            Contract for Transaction Advisory Services for Viability Study and Engineering Design for Lagos-Iseyin-Kishi-Kaima Road in Lagos, Oyo Kwara State-A; Project Length: 414 Km, 4/6 lane, PPP Project, Project cost: \$714.00 Million</p> <p>Contract for Transaction Advisory Services for Viability Study and Engineering Design for Kaima -Bahama-Kaoje-Gwambu-Fokku-Sokoto Road (New Alignment) in Kwarar, Kebbi, Nigerand and Sokoto State-A; Project Length: 658 Km, 4/6 lane, PPP Project; Project cost: \$ 1123.78 Million</p> <p><b>Year:</b> January 2011 to October 2011 (3 Months)  <b>Location:</b> Abuja, Nigeria  <b>Client:</b> Federal Ministry of Works, PPP unit, Headquarter, Abuja, Nigeria  <b>Position:</b> Financial Expert  <b>Activities Performed:</b> As Financial Expert, responsible for structuring of the project, determine revenue sources, determine cost of the project, decide on sharing ratio between the Govt. and the private sector to ensure an adequate rate of return on investment, determination of subsidiary requirement from the Govt., optimal funding mix, alternative strategies for creation of revenue streams, determine maintenance cost requirement, assist in preparation of DPR.</p> <p><b>Project Name</b>            Consultancy Services for the purpose of Construction of 2<sup>nd</sup> Bhairab &amp; 2<sup>nd</sup> Titas Railway Bridge in Bangladesh; Length: 3.2 Km; Project cost: \$100 Million  <b>Year:</b> February 2012 to September 2012 (3 Months)  <b>Location:</b> Bangladesh  <b>Client:</b> Ministry of Railway, Government of Bangladesh  <b>Position:</b> Financial Expert  <b>Activities Performed:</b> As Financial Expert, responsible for structuring of the project, determine revenue sources, determine</p>



STUP Consultants Pvt. Ltd.

12/1/23

*[Signature]*  
 Director (T&T)  
 A.P.C.R.D.A., VIJAYAWADA  
 Chief Engineer/  
 Director (TT) APCRDA



- 9 - 197 -

<b>Position</b>	Environment Expert	Candidate <input checked="" type="checkbox"/> Prime
<b>Candidate Information</b>	Name of candidate : V.Balanurugan	Date of Birth : 30-07-1966
	<b>Professional Qualifications:</b>	
	<ul style="list-style-type: none"> <li>• M.Tech. (Environmental Engineering), Anna Malai University, Chidambaram 1993.</li> <li>• Bachelor of Engineering (Civil Engineering), Madurai Kamaraj University, 1988</li> </ul>	
<b>Present Employment</b>	Name of Employer : STUP Consultants Pvt Ltd	
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35	
	Telephone: 044 -4223 3333	Contact : A.T.Samuel
	Fax:044 - 2433 8726	Telex:
	Job Title of Candidate : Financial Expert	Year with present Employer: 18 Yrs

2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
2005	Till date	STUP Consultants Pvt. Ltd. - Project based
		Revenue Administration, Disaster Management and Mitigation Department, Government of Tamil Nadu, India Environmental Specialist  Environmental Due Diligence and Safeguards Management for Asian Development Bank (TEAP) and World Bank (ETRP) aided Tsunami Relief and Rehabilitation Projects
		Client: Revenue Administration, Disaster Management and Mitigation Department, Government of Tamil Nadu  Main project features: Projects under Tsunami Relief & Rehabilitation includes Housing, Roads & Bridges, Fisheries, Ports & Harbors, Hospitals, Sanitation, Public buildings, Infrastructure for Settlements, etc.  Environmental Specialist at PMU - Responsible for environmental due diligence for projects undertaken under Tsunami relief and rehabilitation in Tamil Nadu. Facilitated preparation of EIAs and EMPs in line with Asian Development Bank and World Bank



13/1/28

84

Chief Engineer/  
Director (TT) APCRDA

-198-

From	To	Company / Project / Position/ Relevant technical and management experience
		<p>safeguard policies and overseeing the adherence of the same. Projects undertaken with details of tasks carried out are given below.</p> <p><b>Housing</b>            Coordination with District Revenue officials for getting statutory clearance for the housing projects coming within the purview of Coastal Regulation Zone (CRZ), and obtaining approval from Director of Town &amp; Country Planning (DTCP).</p> <p>Coordination with Ministry of Environment &amp; Forest Dept for getting clearances for the projects.            Preparation of Terms of Reference (ToR), Request for proposal (RFP) for EIA consultancy studies.</p> <p>Review of Environmental Impact Assessment reports Coordinating the training programmes on Environmental Management for staff, Consultants and Contractors.</p>

Position	Landscape Architect	Candidate <input type="checkbox"/> Prime
Candidate Information	Name of candidate : N.Raja	Date of Birth : 09-02-1968
	Professional Qualifications:	
	<ul style="list-style-type: none"> <li>• Master of Architecture, 1993</li> <li>• Bachelor of Architecture 1991</li> </ul>	
Present Employment	Name of Employer : STUP Consultants Pvt Ltd	
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35	
	Telephone: 044-4223 3333	Contact : A.T.Samuel
	Fax: 044 - 2433 8726	Telex:
	Job Title of Candidate : Project Based	Year with present Employer:



STUP Consultants Pvt. Ltd.

*[Signature]*

Director (T&T)  
 A.P.C.R.D.A. VIJAYAWADA  
 Chief Engineer  
 Director (TT) APCRDA

13/1/23 85

## 2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
Feb 1993	To date	STUP Consultants Pvt. Ltd. - Project based
		As practicing Landscape Architect have been involved in the following projects:
		<p><b>A. RESIDENCES</b></p> <ol style="list-style-type: none"> <li>1. Residence for Mr.Pandian at Madipakkam, Chennai</li> <li>2. Residence for Mr.Kumar at Chetpet Chennai</li> <li>3. Residence for Mr.Khumbhat at Kilpauk, Chennai</li> <li>4. Residence for Mr. Sanjay Jain at Kilpauk, Chennai</li> <li>5. Residence for Mr. Pramod at Kilpauk, Chennai</li> <li>6. Residence for Mr. Mohanchand Dadha, Chennai</li> <li>7. Residence for Mr. Parasuraman at Arumbakkam, Chennai</li> <li>8. Residence for Mrs Padma Mahesh at Greenways Road, Chennai</li> <li>9. Residence for Mr. Arumaidurai at Besant Nagar, Chennai</li> <li>10. Residence for M/s. Shankar Cements at Tirunelveli</li> <li>11. Residence for Mr. Venkatraman at Anna Nagar, Chennai</li> <li>12. Residence for Mr.Ramesh Abuja at Gopalapuram, Chennai</li> <li>13. Beach Cottage for M/s. Sujan Gardens at Uthandi, Chennai</li> <li>14. Beach Cottage for Dr. Hisamuddinpapa at Chennai</li> <li>15. Beach Cottage for Mrs. Roberto at Chennai.</li> <li>16. Terrace Garden for Mr.Saran Dande at Chennai.</li> <li>17. Apartments for M/s L.C.S. Foundations at Chennai</li> <li>18. Residence for Mr. Mustafa at Poes Garden, Chennai</li> <li>19. Cottage for Mr.Ishtiyag at Yelagiri,</li> <li>20. Residence for Mr. Shankar at Vaniyambadi</li> <li>21. Beach house for Mr. Raju at Neelankarai</li> <li>22. Terrace Garden for Mr. Udayvummidi at Chennai.</li> <li>23. Residence for Mr. Bansali at Palavakkam</li> <li>24. Residence for Mr. Palaniappan at Uthandi Chennai</li> <li>25. Residence for architect Arvind Varuna at Chennai</li> <li>26. Beach house for M/s Vummidi Bangaru Jewellers, Chennai</li> <li>27. Residence for Mr. Sathya at Neelankarai</li> <li>28. Residence for Mr. Jagdeep Singh at Injambakkam, Chennai</li> <li>29. Mr. Ravish Goyal (Park Sheraton) beach house at Chennai</li> <li>30. Residence for Mr. Venkatesan at Tanjore</li> <li>31. Residence for M/s. Vasavi Jewellers at Dindigul</li> <li>32. Residential complex for M/s Elegant Constructions, Chennai</li> <li>33. Resorts for M/s Deccan Groups at Ooty</li> <li>34. Residence for Mr. Srinivasan of Hotel Arnapoorna Groups</li> </ol>



86

*B. S. S.*  
Chief Engineer/  
Director (TT) APCRDA

*J*  
13/1/23

-200-

From	To	Company / Project / Position/ Relevant technical and management experience
		35 Residence for Mr.Roy at Kottivakkam, Chennai

3. Abstract of " Similar Assignments/ projects"

Timeline	Designation	Project title and details	Project area
May 2012 - 2013	Landscape Architect	Preparation of Detailed Project Report for Construction of 1.10km long High Level Bridge across Palar River at km 76/000 in East Coast Road in Tamil Nadu	DPR for Bridge in Tamil Nadu
2011 - 2014	Landscape Architect	Preparation of Detailed Project Report for proposed Grade Separators in Chennai Velachery Vijayanagar Junction	DPR for Flyover in Tamil Nadu
2011 - 2014	Landscape Architect	Preparation of Detailed Project Report for proposed Grade Separators in Chennai Sandhai Road and Kundrathur Road junction at Pallavaram	DPR for Flyover in Tamil Nadu
2011 - 2014	Landscape Architect	Preparation of Detailed Project Report for proposed Grade Separators in Chennai - Iraittai Eri Junction at Kolathur	DPR for Flyover in Tamil Nadu



STUP CONSULTANTS PVT. LTD.

Director (T&T)  
A.P.C.R.D.A. MIYANAPUR  
Chief Engineer  
Director (TT) APCRDA

Chief Engineer  
Director (TT) APCRDA

13/1/23

87

-20/-  
-95-

1.

Position	SIA Expert	Candidate <input checked="" type="checkbox"/> Prime
Candidate Information	Name of candidate : R.Vijaya	Date of Birth : 14-05-1969
	Professional Qualifications:	
	<ul style="list-style-type: none"> <li>• Masters in Business Administration (Projects Management), Alagappa University, Tamilnadu, India. 2009.</li> <li>• Masters in Town and Country Planning, School of Planning and Architecture, Anna University, Chennai, Tamil Nadu, India - University Topper, 1995.</li> <li>• Masters in Social Work (Community Development), Madurai Kamaraj University, Tamil Nadu, India, 1992.</li> <li>• Bachelors in Science (Mathematics), Madurai Kamaraj University, Tamil Nadu, India, 1990.</li> </ul>	
Present Employment	Name of Employer : STUP Consultants Pvt Ltd	
	Address of Employer : 7 <sup>th</sup> Floor, Temple Tower, 672, Anna Salai, Chennai-35	
	Telephone: 044 - 4223 3333	Contact : A.T.Samuel
	Fax: 044 - 2433 8726	Telex:
	Job Title of Candidate : Project Based	Year with present Employer:

## 2. Professional Experience

From	To	Company / Project / Position/ Relevant technical and management experience
2014	To date	STUP Consultants Pvt. Ltd. - Project based
		<p><b>Project Name</b>            Consultancy Services for Preparation of Feasibility Report &amp; Detailed Project Report for Construction of Rail Under Bridge / Limited use subway or Rail Over Bridge in Lieu of Level crossings at two locations, (i) Ennore High Road in lieu of LC No. 2A in between Korukkupet - Vysarpadi and (ii) Manali Road in lieu of LC No. 2B in between Korukkupet - Vysarpadi Stations, in Chennai for Chennai Corporation - Package - VII            (For STUP Consultants Pvt. Ltd., Chennai)            Client : TNUIFSL            Role: SIA Expert            Preparation of DPR- SIA and EIA</p> <p>Consultancy services for preparation of Detailed Project Report (DPR) for construction of grade separator in EVR Salai at the intersections from Raja Muthiah Salai Junction to Pulla Avenue in Chennai (For</p>



*[Handwritten Signature]*

Chief Engineer/  
Director (TT) APCRDA

88

*[Handwritten Signature]*  
13/11/23

- 202 -

From	To	Company / Project / Position/ Relevant technical and management experience
		<p>STUP Consultants Pvt. Ltd., Chennai)            Client : TNHD            Role: SIA Expert            Preparation of DPR -SIA and EIA</p> <p>Consultancy Assignment for Preparation of Feasibility Report and Detailed Project Report (DPR) for Planning and Construction of an Integrated Traffic Infrastructure Facility from Ega Theatre Junction, in EVR Periyar High Road to Thirumalaipillai Road in T.Nagar near Valluvar Kottam in Chennai for Corporation of Chennai            (For STUP Consultants Pvt. Ltd., Chennai)            Client : TNUIFSL            Role: SIA Expert            Preparation of DPR -SIA and EIA for Integrated Traffic facility</p> <p>Consultancy services for the Preparation of Detailed Project Report (DPR) for Construction of Elevated Road from Taramani to Siruseri under Phase -I and from Siruseri to Mahabalipuram under Phase -II, for a length of 45km along OMR, in Chennai, Tamil Nadu            (For STUP Consultants Pvt. Ltd., Chennai)            Client : Tamilnadu Road Development Company            Role: SIA Expert            Preparation of DPR -SIA and EIA for Phase I &amp; Phase II</p> <p>Four Roads in Ashok Nagar for International standards for World Bank assisted project for Corporation of Chennai.            Client : TNUIFSL            Role: SIA Expert            Preparation of DPR- SIA and EIA</p> <p>Preparation of Detailed Project Report for Construction of 1.10km long High Level Bridge across Palar River at km 76/000 in East Coast Road in Tamil Nadu (For STUP Consultants Pvt. Ltd., Chennai)            Client : Tamilnadu Road Development Company            Role: SIA Expert            Preparation of DPR- SIA and EIA</p>



STUP Consultants Pvt. Ltd.

P  
13/11/23

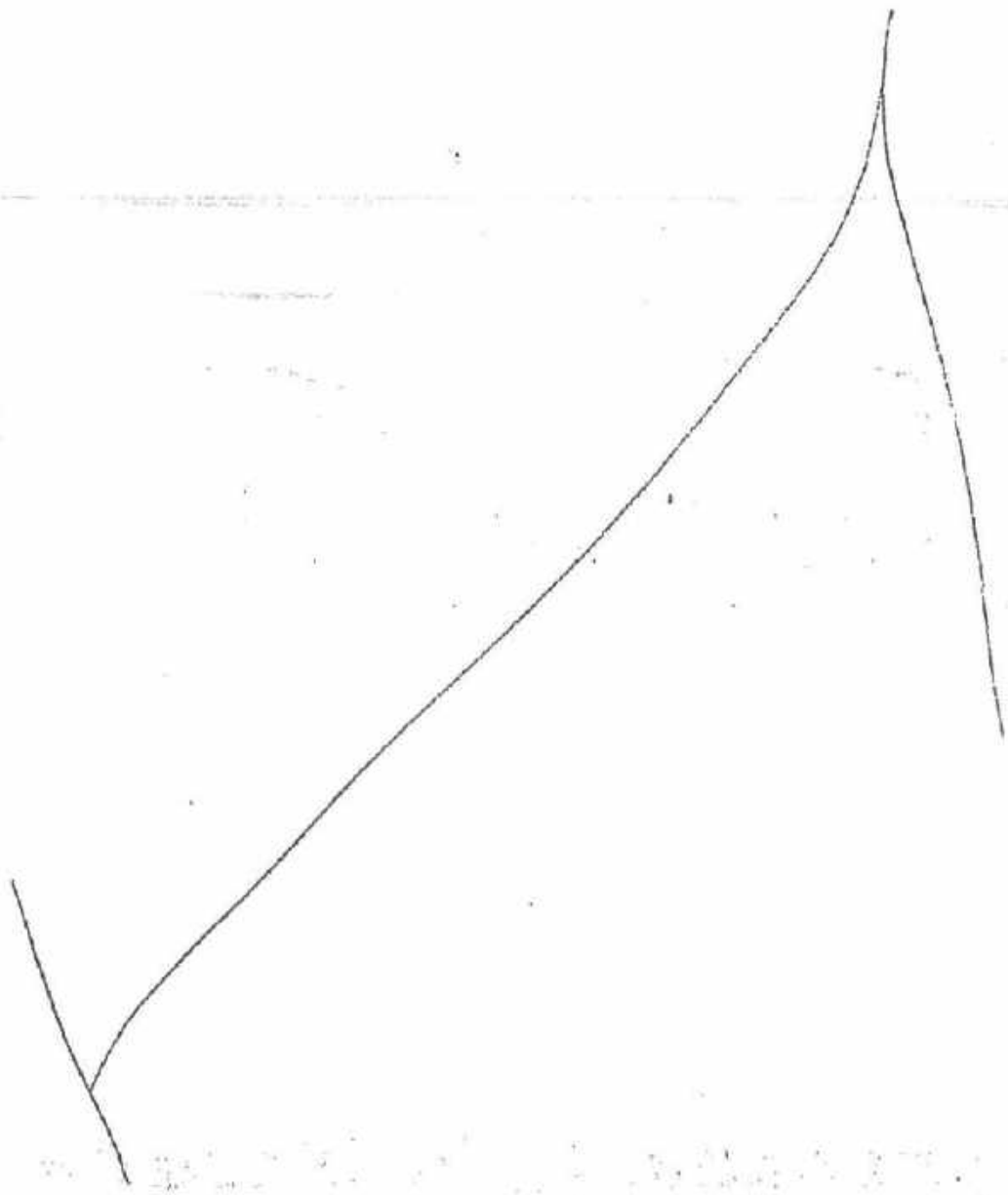
*[Handwritten Signature]*

Director (IT)  
APCRDA  
Director (IT) APCRDA

Director (IT) APCRDA

Appendix 4. Working hours and SLA

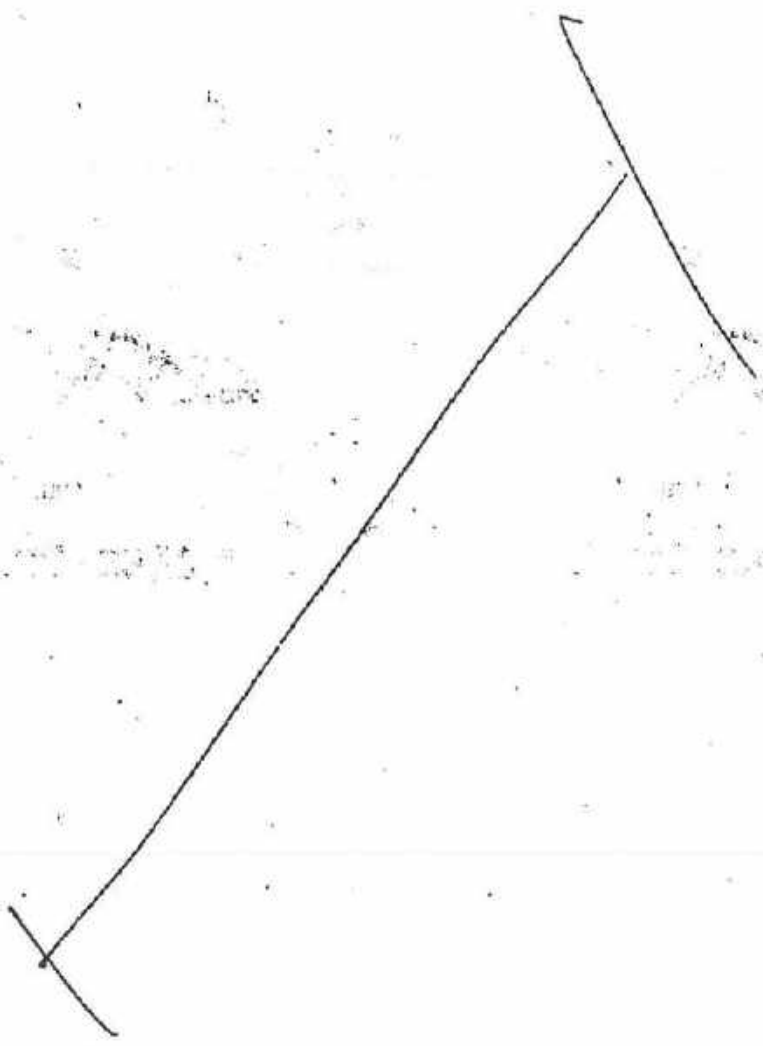
(To be same as in Form T7)



Director (T7)

-204-

Appendix 5. Performance/Advance Security form  
(Document Attached)



13/1/23

91

*[Signature]*  
Director (T&T)  
APCRDA, VIJAYAWADA  
Chief Engineer  
Director (TT) APCRDA



- 205 -

- 99 -

426/1618

280448/2016/ASSTP-PLNG-APCRDA

STATE BANK OF INDIA  
TRADE FINANCE CPC, MUMBAI  
MAJ. TAL. CHAMBERS, 1st FLR, C D WING  
NMGOSHI MARG, LOWER PAREL, MUMBAI

TEL NO: 022-23624300/01/02/03  
FAX NO: 022-23024351/52/53/54  
SWIFT NO: SBININ33  
PIN CODE: 400 013

THE CHIEF ENGINEER  
APCRDA, LENIN CENTRE,  
GOVERNORPET, VIJAYWADA, 520002,  
ANDHRA PRADESH

18-Apr-16

DEAR SIR,

GUARANTEE NO : 0505016BG0001002  
AMOUNT OF GUARANTEE : INR 22,34,250.00  
GUARANTEE COVER FROM : 18-Apr-16 TO 16-Apr-17  
LAST DATE FOR LODGEMENT OF CLAIM : 16-Apr-17

THIS DEED OF GUARANTEE IS EXECUTED BY THE STATE BANK OF INDIA, CONSTITUTED UNDER THE STATE BANK OF INDIA ACT, 1955 HAVING THE CENTRAL OFFICE AT NARIMAN POINT, MUMBAI AND AMONGST OTHER PLACES. A BRANCH AT TRADE FINANCE CPC, MUMBAI (HEREIN AFTER REFERRED TO AS 'THE BANK'). IN FAVOUR OF THE CHIEF ENGINEER (HEREIN AFTER REFERRED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING INR 22,34,250.00 Rupees twenty two lakh thirty four thousand two hundred fifty INDIAN RUPEES only AT THE REQUEST OF STUP CONSULTANTS PVT LTD AND THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 16-Apr-17 AND CANNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 16-Apr-17

SUBJECT TO AS AFORESAID

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO INR 22,34,250.00 Rupees twenty two lakh thirty four thousand two hundred fifty INDIAN RUPEE only

OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 16-Apr-17. UNLESS A DEMAND OR CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE 16-Apr-17 ALL YOURS RIGHTS UNDER SAID GUARANTEE BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER.

*Prakash*  
AUTHORIZED SIGNATORY



*Prakash*  
AUTHORIZED SIGNATORY  
Prakash Haridas Tike  
S.S. No: 4/P-8772

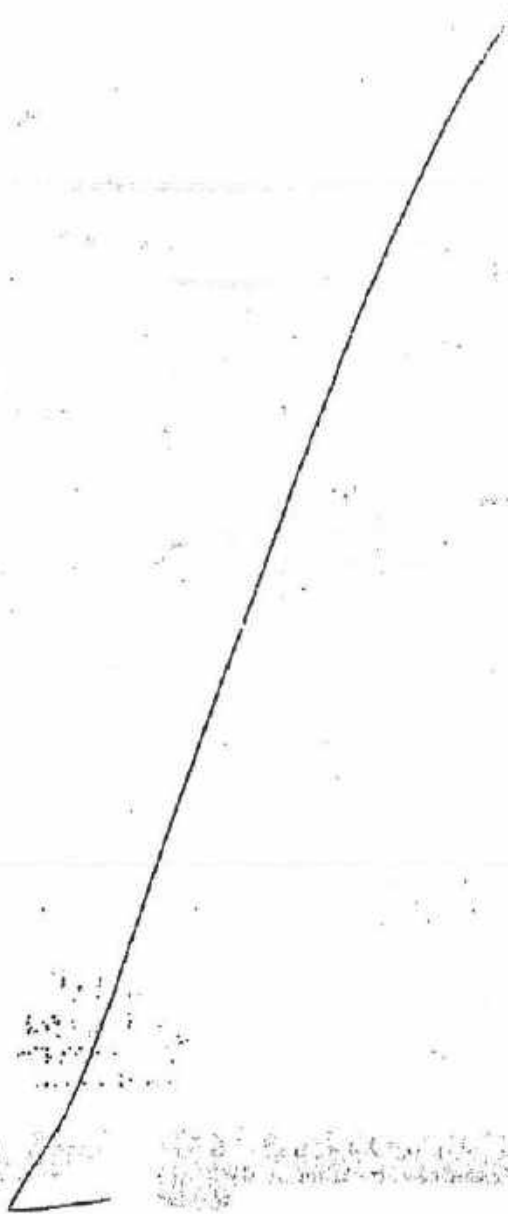
PLEASE CONTACT BRANCH FOR eTradesBI FACILITY-INTERNET ACCESS TO TRADE FINANCE



*P. B. / 25*

*Prakash*

Chief Engineer/  
Director (TT) APCRDA



Director, ...

- 206 -

- 101 -

428/1618

280448/2016/ASSTP-PLNG-APCRDA



महाराष्ट्र MAHARASHTRA

APPENDIX B

PF 472638

प्रधान मुद्रांक कार्यालय, मुंबई  
 पं. क्र. वि. १७. ८०

Performance Security Form (Bank Guarantee)

- 6 APR 2016

The Chief Engineer

Andhra Pradesh Capital Regional Development Authority,

Lenin Centre, Governorpet,

Vijayawada-520 002

Andhra Pradesh, India

This Guarantee has been processed  
 By State Bank of India Trade Finance  
 CPC, 1st Floor, Mafatlal Chambers,  
 Lower Parel (E) Mumbai 400 013  
 For State Bank of India SBI Backbay  
 Reclamation Branch, Nariman Point  
 Mumbai - 400 021

Date:

PERFORMANCE GUARANTEE No.: 0505016 BG 0001002

We have been informed that on 2<sup>ND</sup> April 2016 you awarded Contract LOA No. CE/14/2016 for Engagement of Consultant for conducting pre-feasibility and feasibility study and preparing DPR for the Inner Ring Road at Amaravati (hereinafter called "the Contract") to Stup Consultants Pvt. Ltd. 1004 - 05, 10<sup>th</sup> Floor, 213 Nariman Point, Mumbai-400021 (here-in after called "the Consultant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

For STATE BANK OF INDIA

(Name: Prakash Haridas Tike  
 Authorised Signatory  
 S.S. No. 41/P-5772)



For STATE BANK OF INDIA

(Name: Prakash Haridas Tike  
 Authorised Signatory  
 S.S. No. 41/P-5772)

Prakash Haridas Tike  
 S.S. No: 41/P-5772

12/1/23 93

-207-

बैंडपत्र - Annexure - II

बँकगारण प्रकृत	<b>BANK GUARANTEE</b>
बँक/ बँकणी बँकगारण कालेसं का ?	YES/NO
गिणतकारीसो घणसं -	<b>STUP CONSULTANTS PVT. LTD.</b>
बुनसंका विगत/ वेगणका वे काप	1004, 5, RAHEJA CHAMBERS, 213, NARIMAN POINT, MUMBAI - 400 021.
दुसका पक्षगणत्याचे नाव	<b>501</b> PHONE NO.: 22832334, 40868686
बँकचे अचलत्याका रकाने अणव घ घणसं	
दुसंका बुनका रकणसं	
दुसंका विगत/ वेगणका वे काप	<b>8072</b> MR. VILAS B. KADAM
दुसंका विगत/ वेगणका वे काप	8/403, G. M. NAGAR, NARINGI ROAD, VIRAR (East), THANE 401303.
दुसंका विगत/ वेगणका वे काप	<b>11 APR 2016</b> MOBILE No. 8976050757
बँकगारण प्रकृत: 6000090	
दुसंका विगत/ वेगणका वे काप: श्री. वसुदेव प्रमजी कादम	
बँकगारण प्रकृत: श्री. वसुदेव प्रमजी कादम	
दुसंका विगत/ वेगणका वे काप: एम. जी. रोड, सीटीसीविल बॉर्डर कादम, कादमवाडी, मुंबई - २३.	
बँकगारण प्रकृत: श्री. वसुदेव प्रमजी कादम	
दुसंका विगत/ वेगणका वे काप: एम. जी. रोड, सीटीसीविल बॉर्डर कादम, कादमवाडी, मुंबई - २३.	



महाराष्ट्र MAHARASHTRA

© 2015 ©

PF 472639

प्रधान मुद्रांक कार्यालय, मुंबई  
 प. क्र. वि. ३५, ६००००१०  
 - 6 APR 2016

At the request of the Consultant, we State Bank of India, TFCPC, 1st floor, C&D Wing, Mafatal Chambers, Lower Parel, Mumbai 400013 hereby irrevocably undertake to pay you any sum(s) not exceeding Rs. 22,34,250/- (Rupees Twenty Two Lacs Thirty Four thousand Two Hundred and Fifty only) upon receipt by us of your first demand in writing declaring the Consultant to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Consultant, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding Rs.22,34,250/- (Rupees Twenty Two Lacs Thirty Four thousand Two Hundred and Fifty only). This remaining guarantee shall expire no later than 16/04/2017 from the date of the Operational Acceptance Certificate for the System, and any demand for payment under it must be received by us at this office on or before that date.

This Guarantee has been processed  
 By State Bank of India Trade Finance  
 CPC, 1st Floor, Mafatal Chambers,  
 Lower Parel (E) M. 400 013  
 For State Bank of India S&E Backbay  
 Reclamation Branch, Nariman Point  
 Mumbai - 400 021

For STATE BANK OF INDIA

*[Signature]*  
 (Name.....)  
 13/1/23 95



For STATE BANK OF INDIA

*[Signature]*  
 (Name.....)  
 S.S. No.: P/572

- 209 -

जॉइंटपत्र - Annexure - II

बँकगारंती प्रमाणपत्र	BANK GUARANTEE
बँक: कोणत्या बँकेतर्फे घेतलेले आहे ?	YES/NO
मिळविलेल्या बँकेचे नाव -	
मुदतका विविध वेळापत्रकाचे मात	
मुदतका वेळापत्रकाचे मात	561
रुपये अस्तित्वात राहिलेले नसणे या पत्रात	
मुदतका मुदत/दिवस	
मुदतका दिनांक कोणता आहे असा उल्लेख/दिनांक	
मुदतका विविध वेळापत्रकाचे मात	8043
मुदतका वेळापत्रकाचे मात	1 APR 2016
मुदतका वेळापत्रकाचे मात	W-B-L
मुदतका वेळापत्रकाचे मात	NA

**STUP CONSULTANTS PVT. LTD.**  
 1004, 5, RAHEJA CHAMBERS,  
 213, NARIMAN POINT,  
 MUMBAI - 400 021.  
 PHONE NO.: 22832334, 40868888

**MR. VILAS B. KADAM**  
 B/402, G. M. NAGAR, NARINGI ROAD,  
 VIKAR (East), THANE 401303.  
 MOBILE No. 8976050757

परिमाणु: 6000000  
 एम. सी. डी. विविध वेळापत्रकाचे मात. कल्पना प्रगती माला  
 एम. सी. डी. स्टेशनरी मार्ग, फ्लॉर नं. १, टेलरमंडळ रोड,  
 एम. सी. रोड, सीटीएनएल चौक, वसनाकोण, मुंबई - २३.  
 ज्या बँकगारंती घेतली आहे ती मुदतका वेळापत्रकाचे मात, एम. सी. डी. स्टेशनरी मार्ग  
 एम. सी. रोड, सीटीएनएल चौक, वसनाकोण, मुंबई - २३.

This guarantee is subject to the Applicable Law.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly."

Notwithstanding anything to the contrary contained hereinabove:-

- a) Our liability under the Bank Guarantee shall not exceed Rs. 22,34,250/- (Rupees Twenty Two Lacs Thirty Four thousand Two Hundred and Fifty only).
- b) This Bank Guarantee shall be valid up 16/04/2017.
- c) Our liability under this bank guarantee will arise only and if we receive a written claim or demand from the Company on or before the date of Expiry Period as mentioned 16/04/2017 herein above.

This Guarantee has been processed By State Bank of India Trade Finance CPC, 1st Floor, Mafatlal Chambers, Lower Parel (E) Mumbai 400 013 For State Bank of India SME Backbay Reclamation Branch, Nariman Point Mumbai - 400 021

For STATE BANK OF INDIA

Authorized Signatory  
(Name..... S.S. No.....)  
*[Signature]*  
23/1/23



For STATE BANK OF INDIA

Authorized Signatory  
(Name..... S.S. No.....)  
*[Signature]*  
Prakash Haridas Tilke  
S.S. No.: पी/P-6772

*[Signature]*  
13/1/23





211

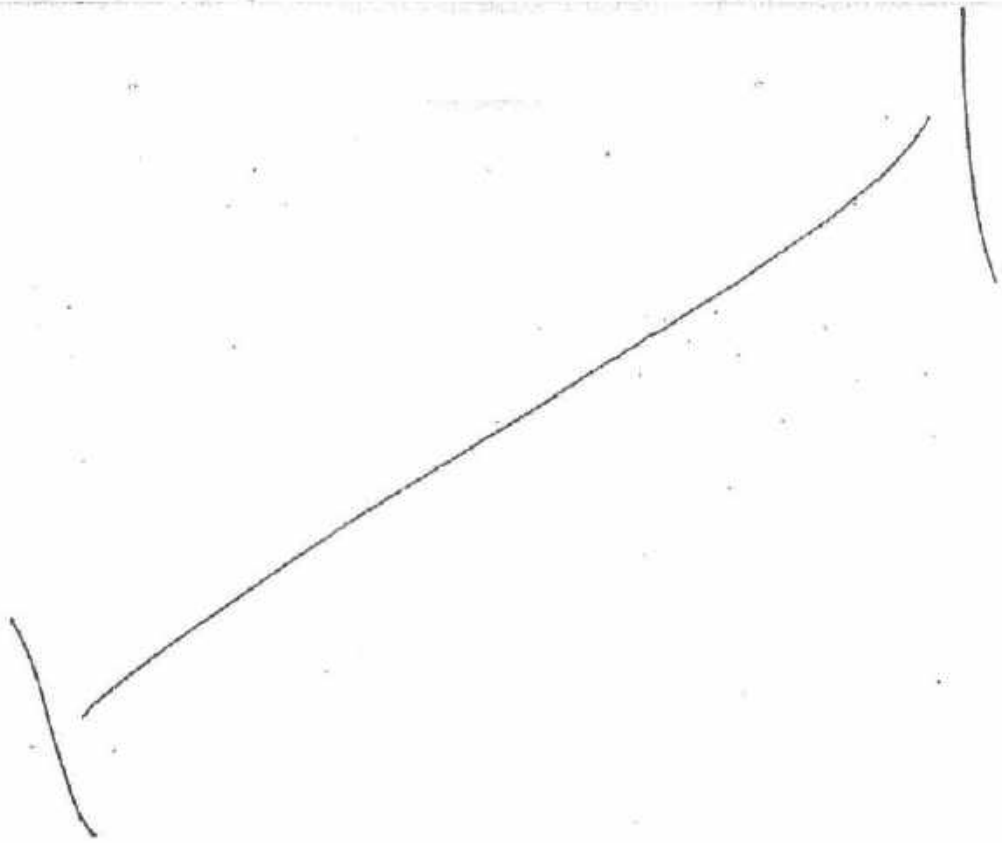
- 107 -

434/1618

280448/2016/ASSTP-PLNG-APCRDA

**Appendix 6. Price Schedules**

(Any additional services during the DPR preparation phase shall be compensated based on the additional units of measure for which services are extended towards, multiplied by the Unit price bid, provided below, and mutually agreed upon based on Form F2 of Vol-II BDS)



*[Handwritten signature]*

13/11/23

98

*[Handwritten signature]*

Chief Engineer/  
Director (TT) APCRDA

-212-



**STUP Consultants Pvt. Ltd.**

INCORPORATED IN INDIA  
100/11, 12TH FLOOR, TEMPLE TOWER, NUNDANAM, CHENNAI - 600 035

The Chief Engineer  
Andhra Pradesh Capital Regional Development Authority,  
Lenin Centre, Governorpet,  
Vijayawada- 520 002  
Andhra Pradesh, India

P/14557/03/NJW/MSM/3850  
12<sup>th</sup> February 2016

**Sub: Engagement of Consultant for Conducting Pre-feasibility and Feasibility Study and Preparation of DPR for Inner Ring Road at Amaravati - reg.**

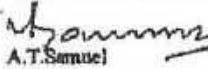
Dear Sir,

We the under signed, offer to provide the services for Conducting Pre-feasibility and Feasibility Study and Preparation of DPR for Inner Ring Road at Amaravati in accordance with your Bidding Document dated 13.01.2016 and our proposal (Technical and Financial proposal). Our attached financial proposal is for the sum of Rs. 4,46,85,000/- (Four Crore Forty Six Lakh and Eighty Five Thousand Only). This amount is exclusive of the local taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e. 02.04.2016.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,  
For STUP Consultants Pvt. Ltd.  
  
A.T. Samuel  
Director



STUP Consultants Pvt. Ltd.  
Temple Tower, 7<sup>th</sup> Floor, 672 Anna Salai, Nandanam, Chennai - 600 035  
Ph: 044-4223 3333, Fax: 044- 2433 8726

1. Address: 100/11, 12th Floor, Temple Tower, Nandanam, Chennai - 600 035, India Tel: 044-42233333  
Fax: 044-24338726 E-mail: atsamuel@stupcorp.com

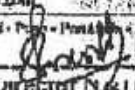
Regd. Office: 1904 & 5, Itahaj's Chambers, 213, Northam Point, Madurai - 600 021, India. CIN: U74999IN1983PTC018548  
Tel: 022-40868686 Fax: 022-22048434 E-mail: ramvijal@stupcorp.com www.stupcorp.com

Offices: Panaji • Ahmedabad • Bangalore • Chennai • Coimbatore • Hyderabad • Kolkata • Mumbai • New Mumbai • New Delhi • Pune • Raipur • Vijayawada



STUP CONSULTANTS PVT. LTD.  
Director (TT) APCRDA

13/2/16  
99

  
DIRECTOR (TT)  
A.P.C.R.D.A., VIJAYAWADA  
Chief Engineer/  
Director (TT) APCRDA

## Form F2: Cost Breakup

STIP Consultants Pvt. Ltd.

Name of the Bidder: STIP Consultants Pvt. Ltd.,  
Authorized Signatory of the Bidder: A.T.Samuel

Break up of the quoted "Lump-sum Fee"

Consultancy fees excluding sub-soil exploration

SL.No.	Description	Quantity	Rate / unit (Rs.)	Amount (Rs.)
1	Pre-feasibility & feasibility study*			13,200,000.00
2	Detailed Design and DPR - Roads	83 km	95,000.00	7,885,000.00
3	Detailed Design and DPR - Bridge	9 km	1,000,000.00	9,000,000.00
4	Detailed Design and DPR - Flyover	2 km	1,000,000.00	2,000,000.00
	<b>Sub-Total (A)</b>			<b>32,085,000.00</b>

\* The amounts specified must comply with 5.3.6 of the BIDS

Sub-soil Explorations

SL.No.	Description	Quantity	Rate / unit (Rs.)	Amount (Rs.)
1	On-ground in-soil & other than hard rock	5000m	1500	7,500,000.00
2	On ground - in hard rock	500m	3000	1,500,000.00
3	In-water with platform - in soil & other than hard rock	700m	4500	3,150,000.00
4	In-water with platform - in hard rock	500m	9000	4,500,000.00
	<b>Sub-Total (B)</b>			<b>12,600,000.00</b>

Overall fees

SL.No	Particular	Total (Lakh)
1	Consultancy fees excluding sub-soil exploration (A)	32,085,000.00
2	Sub-Soil exploration (B)	12,600,000.00
	<b>Total (A+B)</b>	<b>44,685,000.00</b>

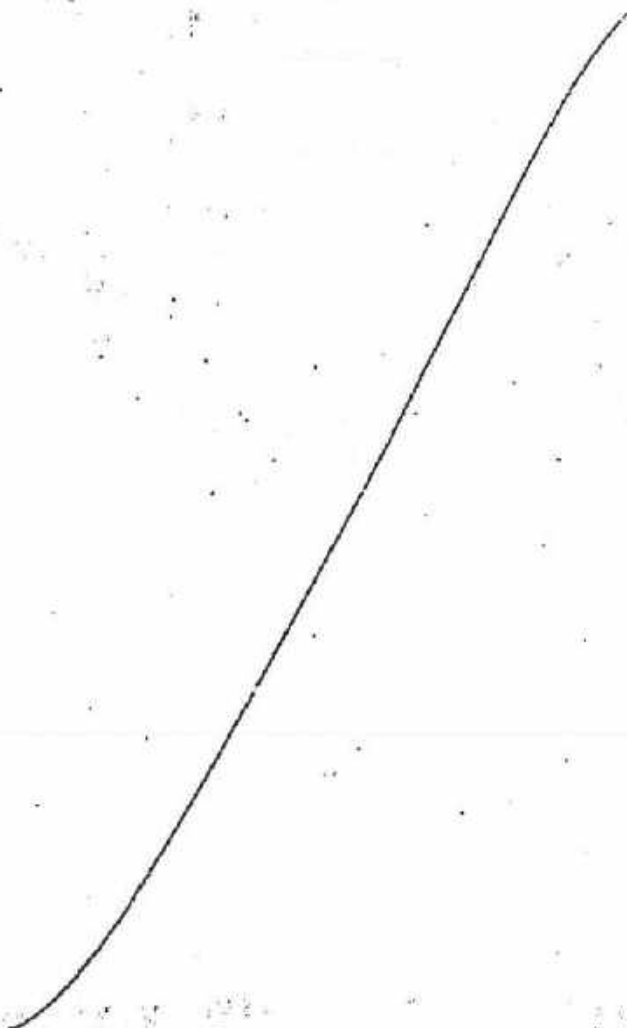
Total in words : Four Crore Forty Six Lakh and Eighty Five Thousands Only



*Samuel*  
A.T. Samuel

*[Signature]*

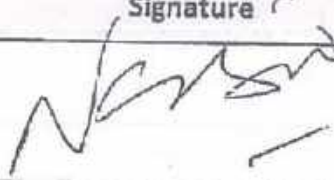
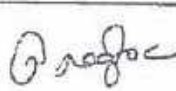

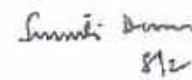
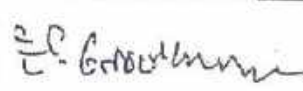

Chief Engineer/  
Director (TT) APCRDA



- 214 -

99

Ans 9

ATTENDANCE OF THE 8th AUTHORITY MEETING OF APCRDA TO BE HELD ON 08.02.2017 AT 10.30 AM AT HON'BLE CM'S SECRETARIAT, VELAGAPUDI		
Sl.No	Name of the Dignitary	Signature
1	Sri N. Chandrababu Naidu, Hon'ble Chief Minister & Chairman.	
2	Dr. P. Narayana, Hon'ble Minister for MA & UD. (Vice Chairman).	
3	Sri Yanamala Ramakrishnudu, Hon'ble Minister for Finance & Planning C T & L. Affairs.	
4	Sri S.P. Tucker, IAS., Chief Secretary to Govt. of AP.	
5	Sri Ajeya Kallam, I.A.S., Special Chief Secretary to Govt., Finance, Excise & CT Dept.	
6	Sri Ajay Jain, I.A.S., Prl. Secretary to Govt., MA & UD (CRDA) and Energy & Infra Depts.	
7	Smt Sumita Dawra, IAS, Principal Secretary to Government, T R & B Department.	
8	Sri G. Anantha Ramu, IAS, Principal Secretary to Government, EFST Dept.	
9	Sri K. S. Jawahar Reddy, IAS, Prl. Secretary to Govt., Panchayat Raj Department.	
10	Dr. Sreedhar Cherukuri, IAS., Commissioner, APCRDA	
11	Dr. Keshav Verma, Institutional Governance and Finance expert, New Delhi.	



12	Sri VK Phatak, Former Chief, Town & Country Planning, MMRDA.	
13	Sri Christopher Charles Benninger, Practicing Architect, Pune.	
14	Sri SL Dhingra, Professor Emeritus Transportation, IIT Mumbai.	
15	Smt D. Lakshmi Parthasarathy, IAS (R), CMD, CCDMC, Special Invitee	known →
16	Ms. Kritika Batra, IAS, Joint Collector & Ex-officio Additional Commissioner, APCRDA	
17		
18		
19		
20		
21		
22		
23		
24		

-216-

~~101-~~

3

8<sup>th</sup> Authority Meeting

Resolutions

08.02.2017

**101 / 2017** Ratification of final alignment of Inner Ring Road (IRR) and Outer Ring Road (ORR) for Andhra Pradesh Capital Region (APCR)

RESOLVED THAT the Authority do and hereby ratify the alignment options for IRR of 97.5km with 75mt Right of Way (RoW) and ORR of 186km with 150mt Right of Way (RoW) along with 500mts influence area as growth corridor on either side respectively, potential development nodes, growth centres and satellite towns.

RESOLVED FURTHER THAT the Authority do and hereby authorize Commissioner APCRDA to Incorporate in the respective land use master plans and other development plans of APCR.

**102 / 2017** Administrative approval for implementation of LPS Infrastructure within Capital city of Amaravati for Zone 1,2,3

RESOLVED THAT the Authority do and hereby accord the Administrative Approval for providing Phase-1 development of infrastructure services to 3 STP Zones (Zone 1,2,3) at a cost of approximately INR 2982.42 Crores.

RESOLVED FURTHER THAT the Authority do and hereby authorize the Commissioner, APCRDA to carry out all the necessary acts and deeds for implementing the same.

**103 / 2017** Approval of Internship Policy for APCRDA

RESOLVED THAT the Authority do and hereby approve the Internship Policy as proposed.

RESOLVED FURTHER THAT the Authority do and hereby authorize the Commissioner to initiate further action as per approved Internship Policy.

Commissioner, APCRDA  
(Convenor)

Hon'ble Chief Minister  
(Chairman)

AD

-217-

8<sup>th</sup> Authority Meeting – 08 Feb 2017

APCRDA

104 / 2017 In-principle approval for engaging McKinsey & Co as Strategic management consultancy to APCRDA for Year 2

RESOLVED THAT THE Authority do and hereby accord in-principle approval for engaging McKinsey & Co. as the strategic management consultant for Year 2.

RESOLVED FURTHER THAT the Executive Committee is authorized to finalize the modalities of engagement including the Scope, deliverables, terms and conditions, and financials.

105 / 2017 Ratification of MoU entered with IE, Singapore

RESOLVED THAT the Authority do and hereby ratify the action of the Commissioner, APCRDA in Initiating and signing the MOU with IE, Singapore for "Urban Asset and Infrastructure Planning and Management System".

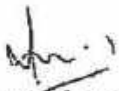
RESOLVED FURTHER THAT the Authority hereby authorizes the Commissioner to initiate further steps as per the MoU.


106 / 2017 Permission for incurring Additional Expenditure on Plot Registrations under LPS

RESOLVED THAT the Authority do and hereby permit the Commissioner, APCRDA to incur the additional expenditure towards Stamp Duty and user charges as per Section 11(4), where in it was mentioned that the Registration shall be done without any cost to the landowner.

107 / 2017 Ratification of the Proposal for development of 6.84 Sq.km of start-up area in Amaravati under Swiss Challenge approach

RESOLVED THAT the Authority ratifies the events and details of tender process conducted by Commissioner (APCRDA) and authorizes the Commissioner (APCRDA) to conduct the stage-2 bid process providing the RFP document and the CPP's revenue share details to qualified eligible bidders for inviting counter proposals to the OPP's proposal.

  
Commissioner, APCRDA  
(Convenor)

  
Hon'ble Chief Minister  
(Chairman)





- 218 -

- 103 -

(5)

8<sup>th</sup> Authority Meeting - 08 Feb 2017

APCRDA

108 / 2017 Approval to extend contract of M/s Auctus Advisors for a further period of 1 year under same terms of engagement

RESOLVED THAT the Authority do and hereby resolve to extend the contract with M/s Auctus Advisors for a period of 1 year under the same terms and conditions of engagement.

109 / 2017 Exemption of Compounding fee of Rs 58,48,151/- and Shelter Fee of Rs 42,70,283/- from M/s ITC Ltd. *Disputed*


RESOLVED THAT the Authority do and hereby approve the waiver of Compounding fee of Rs 58,48,151/- and Shelter Fee of Rs 42,70,283/- totally Rs 1,01,18,434 to M/s ITC Ltd.

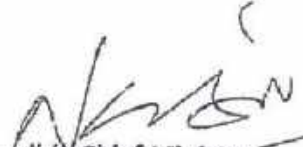
110 / 2017 Approval to attend 6th Annual World Water-Tech Innovation Summit to be held at London from 20.2.2017 to 22.2.2017 by Commissioner, APCRDA

RESOLVED THAT the Authority do and hereby permit the Commissioner, APCRDA and Hon'ble Minister (MA&UD) to participate in the World Water-Tech Innovation Summit to be held at London from 20.2.2017 to 22.2.2017.

111 / 2017 Ratification of Foreign visit undertaken by Commissioner, APCRDA and Vice-Chairman & Hon'ble Minister to London

RESOLVED THAT the Authority do and hereby ratify the foreign visit made by the Commissioner, APCRDA and Hon'ble Minister (MA&UD) from 22.1.2017 to 24.1.2017 to London, UK as permitted by Resolution 16/2015 of 1st Authority meeting.

  
Commissioner, APCRDA  
(Convenor)

  
Hon'ble Chief Minister  
(Chairman)


(7)

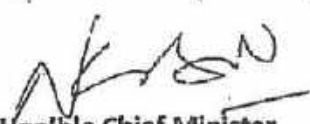
-219-

**112 / 2017 : Updates**

RESOLVED THAT the Authority do and hereby note and ratify the following updates:

- Update on Allotment of land to Institutions in Amaravati
- Update on MoUs signed during the 23rd Partnership Summit 2017, and advises that APCRDA undertake grounding of projects signed in MoUs through competitive bidding for Infrastructure, applicable allotment methods under Amaravati Land Allotment Policy 2016 for Real-Estate and Economic Development projects to realize the investments for the development of Amaravati.
- Update on loan for Rs.7500.00 crores from HUDCO
- Update on UC submitted to GoI for funds released by GoI for Amaravati project amounting to Rs. 1050 Cr.
- Update on engagement of Master Architect

  
**Commissioner, APCRDA  
(Convenor)**

  
**Hon'ble Chief Minister  
(Chairman)**



← 220 →

~~405~~

③

Tabled agenda items

113 / 2017 : Approval for construction of Command and Control Center of approx. 20,000 sq.ft. on Building 1, IGC Velapudi

RESOLVED THAT the Authority do and hereby approve the preparation of detailed estimates and execution of approx. 20,000 sq.ft. for Command and Control center on Building 1, IGC Velapudi.

RESOLVED FURTHER THAT the Authority hereby authorize Commissioner, APCRDA to take necessary action in this regard.



Commissioner, APCRDA  
(Convenor)



Hon'ble Chief Minister  
(Chairman)



with the  
of the

with the

with the



221 -

Annexure - 10

1

Dated : 26-10-2022

Place : Vijayawada

To,  
The Addl. Supdt, of Police,  
EOW-II, C.I.D.,  
H- Block, Samruddhi Nexa Apartment,  
Pathuru Road, Tadepalli,  
Guntur Dist, AP

Sir,

Sub: A.P Police-CID-EOW-II-Investigation- Request to furnish the  
attested copy of report of study conducted by team of R&B  
Engineers on the alignment of the IRR- Requested- Reg.

Ref: Addl. SP EOW-II, CID-I, Tadepalli Guntur Dist dt: 22-10-2022.

&&&&&&

With reference to the above, I am herewith furnishing the  
information sought for by you.

Yours faithfully

*K Venugopal Reddy* 26/10/22

K Venugopal Reddy  
Engineer-in-Chief (R&B)  
Administration

OBSERVATIONS ON DPR of INNER RING ROAD FOR AMARAVATHI

The Comments made on the DPR of IRR on broad issues are given below :

1.Necessity for IRR for AMARAVATHI

The Capital Region's road transportation depends heavily on the two busy National highways NH-65 and NH-16. As these two highways intersect at Vijayawada, through traffic travels through the city with no alternatives around Vijayawada which cause traffic congestion.

NHAI proposed to construct western bypass of NH-16 (Chennai-Kolkata highway) to relieve congestion in Vijayawada. This proposed bypass will pass through Amaravati as access controlled highway which may cause environmental pollution to the new capital. Amaravati is located on south of NH-65 (Hyderabad highway) and east of NH-16 (Chennai highway). Presence of Krishna River on north and Undavilli hills on east confines the accessibility to the above highways.

Construction of inner ring road will forms a complete closed loop around the Capital Region. IRR will act as a bypass for the regional traffic and improve the accessibility to the new capital and surrounding villages.

Comments:

NHAI has taken up Six lanning of Vijayawada Bypass on western side connecting NH-16 near Chinnavutupalli (Kolkata side), Gollapudi( Hyderabad side) on NH-65 and Chinakakani ( Chennai side) on NH16 at a cost of Rs 2,825 Cr and foundation stone was laid by the Hon'ble Union Minister for Road Transport & Highways along with the Hon'ble Chief Minister of Andhra Pradesh on 16.10.2020.

Hon'ble Chief Minister, during the above function, has further requested the Hon'ble Union Minister to take up Eastern side of proposed Outer Ring Road( 78km ) connecting NH 16 ( Visakhapatnam side) and NH 65 ( Machilipatnam side)and NH 16( Chennai side) and portion connecting NH 65 and NH16 ( 52km) in first phase for which the Hon'ble Union Minister has given a positive nod.

With the above, a Ring Road for Vijayawada is going to be built by NHAI which will decongest the city from NH through traffic without entering the city without any financial burden on the state government.

If the traffic on Vijayawada 6 lane.bypass reaches to its capacity ,then Outer Ring road planned by NHAI on western side can be taken up instead of IRR for Amaravathi.

As such the justification for construction of IRR for Amaravathi In the present scenario is found to be unjustified.

2.Finalisation of Alignment of IRR for AMARAVATHI

It is seen from the RFP for engagement of Consultancy services for preparation of DPR ,APCRDA has given the Draft Perspective Plan finalised by APCRDA duly indicating the

*Keefeddy*

- Attested -  
*Keefeddy*  
26/10/20  
Engineer-In-Chief (R&B)  
Administration & NDB

draft alignment and length. The scope of the DPR Consultant (STUP consultants Pvt. Ltd) is only to examine the feasibility of the draft perspective plan from the Environmental and Social Impact considerations and propose 3 alternative options.

Draft Alignment submitted by the DPR Consultant on 26.9.2016. However the Draft alignment report was not shared.

However a meeting was held by APCRDA along with RVNL (Regional Railway Connectivity ofr Amaravathi study team) and M/s STUP Consultants Pvt. Ltd (IRR for Amaravathi study team) (MOM dt.27.9.2016 was shared) which reads as under:

- RVNL presented the proposed alignment for Regional Railway Link for Amaravathi
- The Proposed alignment was agreed by APCRDA in terms of connectivity to Amaravathi and suggested the consultants to work in details as per the requirement of Indian Railways.
- M/s STUP Consultants Pvt. Ltd presented the 3 Alternative options for each section of IRR and the details of recommended alignment for each section by the M/s STUP are as under:
  - o Section -1:
    - Length :34.5km
    - Connects NH 65 near Kachavaram ( Hyderabad side) and NH 16 near Kaza ( Chennai side)
  - o Section -2:
    - Length :24.5 km
    - Connects NH 16 near Kaza ( Chennai side) and NH 16 at Enikepadu on NH 16 ( Visakhapatnam side)
  - o 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.
- The proposed alignment is agreed by APCRDA and suggested that IRR alignment of Amaravathi must follow the proposed new Regional Railway link alignment in western direction to have an integrated corridor avoiding more no. of bridge structures.
- Final Alignment report was submitted by the consultant on 23.12.2016
  - o Option 1: Connects NH 65 near Kachavaram ,NH 16 near Chinnakakani, Tadigadapa on NH65,Enikepadu on NH16 and Nunna on Vijayawada bypass and follow Vijaywada bypass upto Gollapudi then follows NH 65 upo Kachavaram.
  - o Option 2: Connects NH 65 near Kachavaram ,NH 16 near Chinnakakani, Penamuluru on NH65,Nidamanuru on NH16 and Nunna on Vijayawada bypass and follow Vijaywada bypass upto Gollapudi then follows NH 65 upo Kachavaram

*Keeddy*

-Attested-  
*Keeddy* 26/10/22  
Engineer-In-Chief (R&B)  
Administration & NDR

224

- o **Option 3:** Connects NH 65 near Mulapadu ,NH 16 near Chinnakakani, Tadigadap on NH65, Eikepadu on NH16 and connects Vijayawada bypass near ambapuram and follow Vijayawada bypass and Cross NH 65 near Ibrahimpatanm and runs between NH 65 and River Krishna and meets alignment near Mulapadu.
- APCRDA vide their letter dt.3.1.2017 suggested to confirm the recommended feasible alignment as per the submitted report as the final alignment of the proposed IRR for APCR i.e. Alignment option 2 with a length of 97.5km

**Observations:**

- Form RFP of DPR Consultancy services , the scope of the DPR Consultant is very limited as the consultant has to examine the feasibility from Social and Environmental aspects.
- Consultant has given only two options except for Section 3.
- Consultant has not done any study for Section 3 and proposed to utilise the Vijayawada bypass and NH65.
- As per MOM dt.27.9.2016 the proposed draft alignment was agreed by APCRDA i.e. Kachavaram on NH65, Kaza on NH16, Eikepadu on NH16 and Nunna on Vijayawad bypass, follow Vijayawada bypass upto Gollapue 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.
- The Coordinates of New Regional Railway link alignment shared by railways was not shared and the offset between New Regional Railway link alignment and proposed section 1 alignment (option 2 ) was not shared.
- Constructing proposed railway alignment and IRR alignment on the valley side towards Amaravathi 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

**3. Draft Notification of proposed alignment of IRR for AMARAVATHI :**

Draft Notification was issued by APCRDA on 17.2.2018 based on the shape files received from M/s STUP on 29.1.2018. APCRDA has superimposed the shape file on GIS

- *Atlefeys*  
- *Keededy*  
Engineer-in-Chief (R&B)  
Administration & NDB



map and identified the survey nos and area affected and notified in Draft Notification the villages involved along with area proposed for acquisition.

On receipt of objections (143 technical in nature) However they were not shared, it was told that alignment was modified (1) to avoid kavalur village in Section 3 (2); to utilise the existing roads in ZDP near Penamaluru in section 2 and (3) no change in Section 1. Further it was told that modifications were made at interchanges locations and junction locations.

Subsequently, Final Draft Notification was issued by APCRDA on \_\_\_\_\_

Observations:

- Though no study was done by the consultant for Section 3 and alignment approved by APCRDA was connecting Nidamanuru on NH16, Nunna on Vijayawada bypass, Gollapudi on NH 65 and follow NH 65 of Kahavaram, Draft notification was issued by APCRDA for alignment, other than approved alignment which covers Kondapalli RF.
- 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 notification.

4. Traffic projections:

The traffic projections on IRR are indicated in P124 of Final DPR.

Observations:

- It is observed DPR Consultant did not consider the diversion of traffic on to Vijayawada bypass, which is under implementation, from Gollapudi to Chinnakakani parallel to Section 1.
- The Alignment of Section 1 and Vijayawada bypass are one and the same except Starting point on NH 65, Vijayawad bypass starts at Gollapudi whereas IRR starts at kachavaram on NH 65, which is at about 15km 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 NHA/ toll plazas: Kessara, Kaza, Pottipadu and Davuluru to appreciate the traffic pattern and distribution.
- Hyderabad to Chennai traffic mostly takes detour on NAM expressway and most of traffic after Keesara plaza will be Visakhapatnam bound, Machilipatnam bound or Vijayawada city bound. The share of traffic towards Chennai is very minimal.

*Keeddy*

- Attested -  
*Keeddy* 26/10/22

Engineer-In-Chief (R&B)  
Administration & NDB

- 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 Amaravathi Capital city region .
- The Six lane Vijayawada bypass being constructed by NHA1 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 Amaravathi does not arise .

5. Cost Estimates:

The Total Cost for section 1 is estimated as : Rs 4,530 i.e. Rs 132 Cr / km

The Total Cost for section 2 is estimated as : Rs 4,204 i.e. Rs 126 Cr / km

With 2017-18 SOR

The Cost estimate seems to be on very higher side. Even for the 6lane Vijayawada Bypass being developed parallel to Section 1 the cost is only : Rs 88 Cr/ km

*K. Reddy* 31/10/20  
**Chief Engineer (R&B)**  
Admin., NABARD, LWE & NDB

- Attested -  
*K. Reddy* 20/10/22  
Engineer-in-Chief (R&B)  
Administration & NDB

-227-

Page: 11

IN THE COURT OF THE SPECIAL JUDGE FOR SPE & ACB CASES-cum  
-ADDITIONAL METROPOLITAN SESSIONS JUDGE,  
VIJAYAWADA.

Present: Smt.B.Satya Venkata Himabindu,  
Special Judge For SPE & ACB Cases  
-cum-Additional Metropolitan Sessions Judge, Vijayawada.

Friday, 30<sup>th</sup> day of June, 2023.

Cri.M.P.No.534/2023 In  
Cr.No.16/2022 of CID P.S., Mangalagiri

BETWEEN:

The State, EOW-II Rep.by its Addl. Superintendent of Police, EOW-II, CID,  
A.P., Tadepalli.

.... Petitioner/ Complainant

AND

1. Smt.Potturi Prameela
2. Sri Rapuru Sambasiva Rao
3. Sri Avula Muni Shankar
4. Sri Varun Kumar Kothapa
5. Sri Gullapalli Jagadeesh
6. The Commissioner, A.P. Capital Region Development Authority (APCRDA), Vijawada
7. Sub Registrar, Mangalagiri
8. Branch Manager, Development Credit Bank Ltd., Chandanagar Branch, Hyderabad
9. Branch Manager, State Bank of India, Nellore Main Branch 0887, Achari Street, Nellore.
10. Branch Manager, Union Bank of India, Dargamitta Branch, near KVR Petrol Pump, Nellore 524003
11. Branch Manager, HDFC Bank, Bangalore, MG Road, Vijayawada

... Respondents

This petition is coming on 16.06.2023 for final hearing in the presence of Special Public Prosecutor for the petitioner and none for the respondents and the matter having stood over for consideration till this day, this Court made the following:

ORDER

1. This petition is filed by the Addl. Superintendent of Police, CID, EOW-II, Tadepalli, A.P. under Sec.3 and 4 of Criminal Law Amendment Ordinance, 1944 with a prayer to grant ad interim attachment of the properties of Respondent No.1 to 5 mentioned in Annexures I to III and to direct Respondents 6 to 11 not to allow Respondent 1 to 5 to operate

accounts or dispose the properties until further orders from the Court, pending disposal of the case in Cr.No.16/2022 of CID P.S., Mangalagiri registered against the accused for the offence under Secs.120-B, 409, 420, 34, 35, 36, 37, 166, 167, 217 of IPC and Secs.13 (2) r/w 13 (c) and (d) of P.C.Act, 1988.

2. The core allegations germane to the crime are that Accused No.1 the then Chief Minister and Accused No.2 the then Minister for Municipal Administration and Urban Development Department in connivance with other accused abused their official position and in pursuance of their criminal conspiracy, drove the decision making process of Capital City Master Plan and IRR (Inner Ring Road alignment) (hereinafter referred as IRR) for Amaravathi Capital city through concealment of facts, misappropriation of facts, by disregarding laws and directions of the Hon'ble High Court of Andhra Pradesh bonafide objections raised by the multiple persons, selecting Singapore Consortium as Master developer for development of 0.684 square kms start up area within Amaravathi Capital city under power of Swiss Challenge letter by making direct negotiations with the Master developer and thereby caused huge negative financial implications to the Government Exchequer.

3. It is contended that Accused No.2 who was the then MA & UD Minister played a key role in connivance with other accused in fixing the location of the start up area, owing to his possession as Vice Chairman of APCRDA, using the prior privileged information about the location of start up area, he purchased Ac. 58.50 1/2 cents of agricultural land in and around start up area, during the months of June, July, August, 2015 for Rs.3,66,69,500/- in the name of benamis shown as Respondent No.1 to 3 (P.Prameela, R.Sambasiva Rao and A.Munishankar) even before submission of Swiss Challenge proposal by Singapore Consortium in October, 2015.

4. It is preliminary alleged that Respondent No.1 received amount from M/s. NSPIRA Management Services Pvt. Ltd. and Respondent No.3 and one R.Koteswara Rao, received amounts from Smt.P.Ramadevi just before the purchase of lands in their names. Thus, a large wrongful personal gain was accrued to Accused No.2 by exploiting the confidential and privileged information on possible location of the Seed area / start up area in the capital city and by misusing his role as discretionary authority in deciding the location of the Seed Area and purchasing lands with the support of his close family members and associates who facilitated benami transactions.

5. It is further alleged that the benamis of Accused No.2 i.e. P.Prameela (Respondent No.1), Mr.A.Munishankar, (Respondent No.3) along with Mr.Varun Kumar K.( Respondent No.4 and brother of wife of Accused No.2) jointly offered the above lands to APCRDA for land pooling, in return APCRDA allotted the reconstituted plots referred under Annexure I to the above persons jointly in Lingayapalem, Uddandarayunipalem and Mandadam villages and the allotted plots are yet to be registered by APCRDA. The Respondents who are the close relations and associates of Accused No.2 also received annuity amount of Rs.1,92,11,482/- referred in Annexure-III into their respective bank accounts in addition to the reconstituted plots from APCRDA.

6. The further allegation is that Mr.K.P.V. Anjanikumar, MD, RK Housing Pvt. Ltd. has purchased Ac 2.00 of land in D.No.83/1 in Rayapudi village referred in Annexure II for Rs.16,00,000/- in the name of his associate Gullapalli Jagadish (Respondent No.5). It is further added that Respondent No.5 and Sri Munrangi Rajesh Reddy stated that Sri KP V Anjanikumar above referred provided an amount of Rs.40,00,000/- for purchase of Ac 05.00 of land and subsequently Respondent No.5 sold Ac 03.00 of land out of the total Ac 5.00 in the year 2016 and handed over the

original documents to Sri KPV Anjanikumar as per his directions. Thus, the entire transaction purported to have been done for benefit of Sri KPV Anjanikumar and consideration was provided by him. The petitioner affirms that Respondent No.5 has given signed admission before Sri S.Mastanvalli, Assistant Director of A.P., State Directorate of Revenue Intelligence, Vijayawada on 6.6.2022 & 7.11.2022 during the course of investigation that the said transactions are benami transactions. Therefore, It is alleged that Accused No.2 who had complete knowledge about planning of start up area, selected the area most convenient to him with connivance of Accused No.1 and fixed the Seed Capital Area and purchased the above said properties prior to the publication of draft Master plan of the capital city and Seed Capital Area in the names of his close relatives and associates i.e., Respondent No.1 to 3 as benami transactions and also purchased lands in the name of Respondent No.5 through one Sri K.P.V.Anjanikumar, MD of RK Housing Pvt. Ltd.

7. The contention of the petitioner is that the accused no.2 is having dominion over the land entrusted to APCRDA and that there is every possibility that Accused No.2 may clandestinely dispose or alienate the properties which are in the possession of Respondent Nos.1 to 5 as per the Annexures enclosed to avoid the legal action against him. Therefore, affirming the authorization issued by Govt. Of Andhra Pradesh to the petitioner vide G.O.Ms.No.90 Dt.12.5.2023 to approach the Court for attachment of the properties prays this court to pass adinterim orders for attachment of the properties acquired by Accused No:2 who was the then Minister for MA & UD department in the name of Respondent Nos.1 to 5 as per the Annexures enclosed to the application and direct Respondent Nos.6 to 11 not to allow the aforementioned Respondents to operate the accounts or dispose the properties pending disposal of the case.

8. Notice issued to the respondent as per orders of this court Dt.18.5.2023. Respondent did not choose to appear either in person or through their counsel.

9. Heard the learned Special P.P.

10. Now the points arise for consideration are:

1) Whether there any reasonable grounds to pass ad-interim attachment of properties standing in the name of Respondent Nos.1 to 5 as mentioned in Annexures 1 and 2 and to give direction to the concerned authorities not to allow them to dispose of properties until further orders?

2) Whether there any reasonable grounds to attach amount equal to annuity received by respondents 1 to 4 as mentioned in Annexure 3 and to direct the concerned authorities not to permit Respondent 1 to 4 operate the relevant bank accounts until further orders?

3) To what relief?

**POINT Nos.1 AND 2:**

11. The case In Cr.No.16/2022 of CID P.S., Mangalagiri was registered against the accused for the offence under Secs.120-B, 409, 420, 34, 35, 36, 37, 166, 167, 217 of IPC and Secs.13 (2) r/w 13 (c) and (d) of P.C.Act, 1988 on the complaint filed by Mr.A.Rama Krishna Reddy, MLA, Mangalagiri Assembly Constituency alleging that the Accused No.1 and 2 in collusion with public servants and private persons involved in the process of finalizing the designs of Inner Ring Road and Zonal Development Plans in the Andhra Pradesh Capital City area, showed undue favor in order to cause wrongful gains to Accused no 3, 4 and other Accused 5 to 13 who were their close associates and grossly misused and abused their official positions for corrupt motives. The crux of the complaint is extracted briefly as under:

1. The combined State of Andhra Pradesh was bifurcated into two States as per the Enactment of Indian Parliament i.e., the A.P. Reorganization Act, 2014 and the State of residual Andhra Pradesh came into operation w.e.f. 2.6.2014. A Master plan was required for the Capital City and Capital Region of Andhra Pradesh in the residuary state left after the reorganization of the state in June, 2014.
2. Andhra Pradesh Capital Region Development Authority was the nodal authority empowered to frame the Master plan. Sri Nara Chandrababu Naidu, the then Chief Minister of A.P. was the ex-officio Chairman of APCRDA Sri Ponguru Narayana, the then Minister for Municipal Administration and Urban Development was the ex-officio Vice Chairman of APCRDA.
3. Initially, the area covering 122 Sq.kms was notified as the Capital area on 30.12.2014. Again, the area for the Capital city was modified to 217 sq. Kms on 9.6.2015. The Singapore Government prepared a detailed Master Plan for the Capital city for 391 Sq.kms. The decision making authorities were thus manipulating the area of the Capital city to suit their vested interests. The extent of the capital city decided as to which area fell under the land pooling zone or just along the boundary of the land pooling zone or altogether far away from the capital city area. This had a significant impact on the valuation accrued by the lands.
4. The Lingamanenis, and R.K.Housing had large land holdings in Kantheru, Kaza and Namburu villages of Guntur Districts by the time the bifurcation of A.P. took place.
5. The Lingamanenis, R.K.Housing and Heritage Foods procured some more land between June, 2014 and December, 2014.
6. For the purpose of framing of the Master plan for the proposed capital city, a consultant named M/s Surbana Jurong was entrusted with a work order valued at Rs.14,79,66,934/- In September, 2015 by the APCRDA headed by Sri N.Chandrababu Naidu and Sri P.Narayana on nomination basis, which was illegal.
7. Neither of them disclosed their financial linkages to Lingamanenis or Heritage Foods or R.K.Housing.
8. M/s Surbana Jurong International Pvt. Ltd., framed a Master plan which was very evidently designed to suit the personal interests of Sri N.Chandrababu Naidu, Sri P.Narayana and other persons and entities connected to them.
9. Sri Cherukuri Sridhar, IAS was appointed as the Commissioner, APCRDA in violation of the extent Sec.21 of the APCRDA Act, 2014 which mandated that only an officer who had worked as District Collector of a District should be appointed as the Commissioner of APCRDA. This was infurtherance of the overall conspiracy.
10. The work order of framing the design and alignment of an Inner ring road (IRR) was awarded to M/s.STUP Consultants Pvt. Ltd.



There is a specific condition which was laid down in the Contract Agreement between APCRDA and M/s STUP Consultants was "As far as possible, the IRR alignment should follow the proposed alignment as per the Draft Master plan unless otherwise the topography, settlements, terrains and other natural features, environmental aspects, design and construction aspects and highway safety aspects, etc warrant for corrections/changes in the alignment wherever required." (At page 63 in the Contract agreement between the APCRDA and M/s.STUP Consultants Pvt. Ltd., Dt.29.4.2016 under Appendix-1 detailed scop of work- preparing the feasible alignment)

11. M/s STUP consultants did not do much of actual filed survey or study of traffic patterns. They framed the options for the IRR under the guidance of Sri Cherukuri Sridhar, IAS and his subordinate officials.
  12. The alignment was frozen in such a manner that the Lingamanenis, Heritage Foods, R.K.Housing and others who are connected to the decision making authorities derived maximum pecuniary benefit owing to the alignment of IRR and its connecting arterial roads which were advantageously just adjacent to the lands of selected persons or entities. They did not suffer from any tentative acquisition of land, whereas the values of the lands got escalated manifold when the IRR and the Zonal Development plans were notified in the Gazette. In the vast expanse of the Capital Region, M/s Heritage Foods purchased lands only in Kantheru village, Tadikonda Mandal in all of Guntur and Krishna Districts put together in the period from 2014 to 2019. It is not just a mere coincidence that M/s Heritage Foods purchased lands in a particular area in October, 2014 and the adjacent area got notified area got notified as the Capital City in December, 2014 and the IRR got notified in the same vicinity in February, 2018.
  13. The above said entities reaped windfall gain as their lands appreciated in value, many times over the cost at which they were acquired and which would not have happened merely based on the declaration of the area of the Capital City, as these lands were many kilometers away from the nearest National Highway and/or the boundary of the capital city.
  14. The ordinarily people suffered wrongful loss as their lands either got notified under the IRR or faced the restrictions imposed on the developmental activities in the vicinity of the IRR and the zonal Development plans. Very few among these had any knowledge about the overall conspiracy.
12. During the course of investigation the petition on hand Under Sec.3 and 4 of Criminal Law Amendment Ordinance 1944 was pressed into service, in pursuance of G.O.Ms.No.90 dt.12.05.23 Issued by Home Department based on the investigation report submitted by the AP Crime

Investigation Department (CID) for attachment of petition schedule properties.

13. Before proceeding with the merits of the petition, it is incumbent to look into the provisions of Sec.3 and 4 of the Ordinance which read as follows:

**3. Application for attachment of property.** - (1) Where the [State Government or, as the case may be, the Central Government], has reason to believe that any person has committed (whether after the commencement of this Ordinance or not) any scheduled offence, the [State Government or, as the case may be, the Central Government] may, whether or not any Court has taken cognizance of the offence, authorise the making of an application to the District Judge within the local limits of whose jurisdiction the said person ordinarily resides or carries on business, for the attachment, under this Ordinance of the money or other property which the [State Government or, as the case may be, the Central Government] believes the said person to have procured by means of the offence, or if such money or property cannot for any reason be attached, or other property of the said person of value as nearly as may be equivalent to that of the aforesaid money or other property.

(2) The provisions of Order XXVII of the First Schedule to the Code of Civil Procedure, 1908 (5 of 1908), shall apply to proceedings for an order of attachment under this Ordinance as they apply to suits by the Government.

(3) An application under sub-section (1) shall be accompanied by one or more affidavits, stating the grounds on which the belief that the said person has committed any scheduled offence is founded, and the amount of money or value of other property believed to have been procured by means of the offence. The application shall also furnish

(a) any information available as to the location for the time being of any such money or other property, and shall, if necessary, give particulars, including the estimated value, of other property of the said person;

(b) the names and addresses of any other persons believed to have or to be likely to claim, any interest or title in the property of the said person.

**4. Ad interim attachment.** - (1) Upon receipt of an application under section 3, the District Judge shall, unless for reasons to be recorded in writing he is of the opinion that there exist no *prima facie* grounds for believe that the person in respect of whom the application is made has committed any scheduled offence or that he has procured thereby any money or other property, pass without delay an *ad interim* order attaching the money or other property alleged to have been so procured, or if it transpires that such money or other property is not available for attachment, such other property of the said person of equivalent value as the District Judge may think fit:

Provided that the District Judge may if he thinks fit before passing such order, and shall before refusing to pass such order, examine the person or persons making the affidavit accompanying the application.

(2) At the same time as he passes an order under sub-section (1), the District Judge shall issue to the person whose money or other property is being attached, a notice, accompanied by copies of the order, the application and affidavits and of the evidence, if any, recorded, calling upon him to show cause on a date to be specified in the notice why the order of attachment should not be made absolute.

(3) The District Judge shall also issue, accompanied by copies of the documents accompanying the notice under sub-section (2), to all persons represented to him as having or being likely to claim, any interest or title in the property of the person to whom notice is issued under the said sub-section calling upon each such person to appear on the same date as specified in the notice under the said sub-section and make objection if he so desires to the attachment of the property or any portion thereof on the ground that he has an interest in such property or portion thereof.

(4) Any person claiming an interest in the attached property or any portion thereof may, notwithstanding that no notice has been served upon him under this section, make an objection as aforesaid to the District Judge at any time before an order is passed under sub-section (1) or sub-section (3), as the case may be, of section 5.

14. The elaborate provision of Sec.3 (1) of the Ordinance empowers the concerned State Government or Central Government, to authorize its agent to move an application before the concerned District Judge for attachment of money or other property procured by a person by means of the committing the schedule offence. Sec.4 deals with the obligation on the District Judge to grant ad-interim attachment and issue notice to the person whose money or property is being attached unless for reasons to be recorded in writing that there exist no prima facie ground as to commission of the schedule offence.

15. During the course of enquiry, the Investigating Officer filed his chief affidavit and submitted Annexures 1 to 27 marked as exhibits Exs.P1 to P27 before this court in support of the allegations against the accused pending for investigation in Cr.No.16/2022 of CID P.S., Mangalagiri.

16. As seen from the affidavit contents the allegation is that accused No.2 the then Minister MA & UD who had privileged information about the location of seed development area started transferring huge amounts to the accounts of his benamis/ Respondent Nos.1 to 3, from the account of M/s. NSPIRA Management Service Pvt. Ltd., (sister firm of Narayana Educational Institutions) and Smt.P.Ramadevi (wife of Sri P.Narayana) during month of June, July and August 2015 as reflected in Annexure 8 to 11 were transferred to the accounts of Respondents 1 to 3.

17. It is contended that owing to the official position held by him accused No.2 using prior privileged information about the location of seed development area purchased Ac 58.50 1/2 cents of agricultural land as mentioned in Annexure 12 in and around the seed capital startup area during June, July and August, 2015 by incurring Rs.3,66,69,500/- in the names of his close relatives and associates.

18. It is further averred that all the benamidars of accused no.2 jointly offered the lands to APCRDA under land pooling scheme and got returnable plots under Annexure 14 from APCRDA to the extent of 75,880 square yards and that the LPS Maps depicting the location and distance of the above mentioned returnable plots allotted to the benamis from the seed access road, administrative Government, core area and start up area and also received annuity from APCRDA under land pooling scheme as mentioned below:

S.No.	Name	Annuity In Rs.
1	Smt.Potturi Prameela	40,88,592/-
2	Avula Muni shakar	69,16,502/-
3	Rapuri Sambasiva Rao	60,94,730/-
4	Varun Kumar Kothapa	21,11,660/-
	<b>Total</b>	<b>1,92,11,482/-</b>

19. It is further averred after receipt of above annuity amount, A.Munishankar (R3) who is the cousin of Smt.P.Ramadevi wife of Accused no.2 transferred the said amounts to various accounts including Narayana Medical college an institution operated by Narayana Educational Society managed and administered by close relatives of accused no.2 i.e.,(i) Sri Puneet Kothapa (son-in-law of Accused No.2) as President of Narayana Educational Society, (ii) Smt.Ponguru Ramadevi (wife of Accused No.2) as Vice President of Narayana Educational Society, (iii) Sri Rapuru Koteswara Rao (father-in-law of Accused No.2) as Joint Secretary of Narayana Educational Society, (iv) Dr.Ponguru Sindhura (Daughter of Accused No.2) as Joint Secretary of Narayana Educational Society, (v) Rapuru Sambasiva Rao (brother-in-law of Accused No.2) as Treasurer of Narayana Educational Society, (vi) Sri Yeddalapudi Vinay Kumar (nephew of Accused No.2) as Managing Committee Member and (vii) late Sri Ponguru Nishith Narayana (son of Accused No.2) was a Managing Committee Member of Narayana Educational Society.

20. It is further averred that the Accused No.2 purchased the petition schedule lands in the names of his close associates and relatives by transferring huge amounts to their accounts before registration of the documents. Since the money is routed from entites of Accused No.2 , it can be construed that all the transactions are benami transactions. The Accused No.2 intentionally purchased the lands in and around the start up area under benami transactions with an intention of disguising the true source of funds and concealing of benami transactions, it is nothing but another form of money laundering. Accordingly petition herein pleads to order for ad-interim attachment of the Annexures 1 to 3 properties and bank statements of Respondents 1 to 5 respectively.

21. Perused the entire record, contents of complaint, FIR, chief affidavit of P.W.1 and Exs.P1 to P27. At very onset as alleged by the complainant, acquisition against the accused cannot be fortified merely for the reason that accused or some of the relatives of Accused or their associates owned or purchased some properties in the Capital Region Area or in and around the purported inner or outer ring road alignment. Infact the news relating to location of capital for newly formed State of Andhra Pradesh between Krishna District and Guntur District adjacent to Krishna River is very much in public domain from June 2014 and is not a non public information either in the Government or in the public circle. The colour of criminality can not be attributed to right to property, which is a Constitutional Right which is under Article 300 A, provided that the same is procured by illegal or unlawful means. The criminal activity connected with facts on hand grounding for attachment of petition schedule property is in lieu of accusation under sec 409, 420 IPC and sec 13(1) (c) and (d) of the P.C.Act which are scheduled offence under the Ordinance, 1944 of which this court only considers the offence Under Sec.409 IPC and Sec.13 (1) (c) & (d) of P.C.Act to determine the petition relief as relevant.

22. Initially, the offence of criminal breach of trust is made punishable Under Sec.409 IPC and was defined under Sec.405 IPC. The provisions of Sec.405 IPC manifest that when a person is entrusted with the property or with any dominion over the property, and if he dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged is said to have committed the offence of Criminal breach of trust. The contention of the petitioner is that Accused no.1 being the Chairman and Accused no.2 being the Vice Chairman of APCRDA during the relevant point of time having dominion

over the property procured for designing the Capital city violated the directions of law prescribing the mode in which such trust is to be discharged by obtaining pecuniary advantage to the persons interested without any public interest and by fraudulently misappropriating or otherwise converts for his own use any property entrusted to him.

23. Similarly it is important to look into the provisions of the accusation against the accused for offences under Sec.13 (1) (c) (d) are punishable Under Sec.13 (2). The relevant section of law is extracted below for better understanding.

Sec.13 (1): A public servant is said to commit the offence of criminal misconduct,

a)xxxxxxxxxxxxxxxxx

b) xxxxxxxxxxxxxxx

c) if he dishonestly or fraudulently misappropriates or otherwise converts for his own use any property entrusted to him or under his control as public servant or allows any other person to do so, or

d) if he

i) by corrupt or illegal means obtains for himself or for any other person any valuable thing or pecuniary advantage or

ii) by abusing his position as public servant obtains for any person any valuable thing or pecuniary advantage without any public interest, or iii)

while holding office as public servant, obtains for any person any valuable thing or pecuniary advantage without any public interest.

24. The contention of the petitioner is that accused no.2 the then Vice Chairman of APCRDA during relevant point of time was privy to the information confidential in nature while holding his office as a public servant obtained to accused no.3 and others a pecuniary advantage without any public interest. It is also alleged that accused no.1 dishonestly

misappropriated / converted for his own use property entrusted to him and under his control as public servant and allowed the other accused to do so.

25. The allegation in this case is not about procurement of land under APCRDA, the prosecution of which barred by sec 146 of the Act. In the same manner changing the alignment of IRR or its design as per the requirement prior to its finality also is part of the Act and can not be attributed with criminality. The ingredients of Sec.13 of P.C.Act are invoked under the circumstances wherein if the accused who is a public servant use his office for his own private gain or for that of the persons or organizations which he is associated directly or indirectly. In this case on hand, the accusation gathers some moss on the allegation that accused no.2 purchased petition schedule property for himself in the name of benāmis and subsequently by surrendering them to APCRDA obtained statutory benefits provided under the Act and thereafter diverted the same to his business entities and concerns managed by his close relatives and associates.

26. It is general principle that a person holding public office may not use his office for his own private gain or for that of persons or organizations with which he associated personally. It is specifically mentioned in the complaint that accused no.2 never disclosed his association with Respondent 1 to 5 throughout the decision making process pertaining to the activities under APCRDA. The averments of chief affidavit of P.W.1 prima facie shows that in the month of June, July, August of 2015 an extent of 58.50 ½ acres of agricultural land as shown under Ex.P12 was procured by Respondents 1 to 5 by incurring about Rs.3,66,69,500/-. The provisions of P.C.Act come into effect not for the acquisition of land by respondent 1 to 5, but on prima facie material that such lands were acquired on the persuasion and with the funds motivated by the accused



no.2. Further, the said prima facie material can be elicited from the further transactions where the annuity amount from the accounts of respondent no.3 was transferred to the entitles and associates of accused no.2.

27. Further accused no.2 is the Vice Chairman of the APCRDA during the relevant point of time having dominion over the entire activities of the APCRDA, by holding an authority of a final decision, directly connected with the affairs of the state and process of decision making. Explicitly petition schedule properties are procured by the respondent 1 to 5 who appears to be close relations and associates of accused no.2 and purported to have highly benefited by way of obtaining annuity as well as reconstituted plots from APCRDA by surrendering the lands procured by them across the capital city region. Therefore, the averments of the complaint, preliminary report and the material investigation so far does not rule out pecuniary advantage in favour of accused no.2 through respondents 1 to 5 wanting some public interest.

28. As per the provisions of Sec.4 of the Ordinance, 1944 the court is bound to order ad-interim attachment immediately on receipt of application under Sec.3 of the Ordinance unless the court for the reasons to be recorded in writing opines that there exists no prima facie ground to believe that the person in respect of application is made has committed any scheduled offence or that he has procured thereby the property. The provisions of Sec.4 are negatively assertive insisting the court to record the absence of prima facie grounds as to the commission of the offence for rejecting the application and not the existence of prima facie grounds to presume the commission of the offence. Technically, the word prima facie refers to standard of inference where the existence of fact appears to be plausible, but could be rebuttable.

29. Therefore, in view of the above discussion as to the prima facie facts on record and applicable legal provisions under IPC, P.C. Act and the Ordinance, 1944, this court makes the below preliminary conclusions for limited purpose under Sec.4 of the Ordinance, 1944.

i) The accused no.2 was Ex officio Vice-Chairman of APCRDA during the relevant point of time and privy to its state of affairs.

ii) accused no.2 held the position of final decision making authority as per the statute.

iii) The involvement of accused no.2 in the process of discussions pertaining to finalization of the Capital City plan and alignment of IRR as Chairman of APCRDA is apparent.

iv) It is prima facie evident that respondent nos.1 to 5 are relatives and close associates of accused no.2 and the petition schedule property were purchased from the funds mobilized by accused no.2 and subsequently benefited from APCRDA by way of receiving annuity as well as reconstituted plots.

v) It is prima facie evident that the annuity amount deposited by APCRDA into the accounts of respondent no.3, is routed to the entities and institutions connected with accused no.2 and his associates.

vi) It is prima facie evident that accused no.2 did not disclose his association with respondent no.1 to 5 through out the decision making process pertaining to APCRDA activities in connection with Annexure 1 properties.

vii) the above acts of accused no.2 prima facie attracts the ingredients of misappropriation of office to cause pecuniary advantage to himself as well as others which lacks any element of public interest.

Therefore in view of the above discussion, there is nothing on record which holds the accusation raised by the petitioner as nonest or highly improbable so as to reject the petition relief.

30. Lastly, as seen from the contents of the petition the relief claimed by the petitioner is threefold.

1) order ad-interim attachment of properties of the Respondent 1 to 5 in extent of 75,880 square yards.

2) Order ad-interim attachment of D.No.83/1 of Rayapudi village purchased by KPV Anjani Kumar, MD of Rama Krishna Housing Pvt. Ltd. In the name of Gullapalli Jagadeesh/Accused No.5 (R5).

3) Attach the annuity amounts of Rs.1,92,11,482/- credited to the bank account of Respondent Nos.1 to 4.

31. In view of the discussion supra, this court does not find any inhibition for not to order ad-Interim attachment pertaining to the properties of respondents 1 to 5 covered under Annexures 1 to 5. However, the petitioner sought for attaching the entire bank accounts of Respondent 1 to 5 contrary to the G.O.Ms.No.90. As the case of the petitioner at this stage is specifically confined to the annuity received by the Respondents 1 to 5 from APCRDA purportedly being benamis of accused no.1, attaching the sum of Rs.1,92,11,482/- as reflected in Annexure 16 extracted as under from the accounts of Respondents 1 to 4 shall meet the ends.

S.No.	Name	Annuity Rs.
1.	Smt.Potturi Prameela	40,88,590/-
2.	Avula Muni Shankar	69,16,502/-
3.	Rapuru Sambasiva Rao	60,94,730/-
4.	Varun Kumar Kothapa	21,11,660/-
	Total	1,92,11,482/-

32. The properties mentioned under Annexure 1 are the reconstituted plots allotted by APCRDA to the petitioners and registration of the same by APCRDA is pending. Technically speaking the right to alienation of the said properties by Respondent Nos.1 to 4 is Inchoate. However, considering the facts and circumstances wherein the petitioner apprehends the alienations by the respondents 1 to 4 based on the Annexures this court is of opinion issuing ad interim attachment restraining the alienation is not

extreme. In view of the above discussion supra, the the petition is liable to be allowed. Point nos.1 and 2 are answered accordingly.

**POINT No.3:**

33. In the result,

i) ad-interim attachment is hereby ordered to attach the properties described in Annexures 1 and 2, restraining the respondents 1 to 5 either from transferring or alienating or making any transactions over the said properties. The respondents 6 and 7 are hereby ordered not to allow Respondents 1 to 5 to deal with the Annexures 1 and 2 in any manner including transferring or alienating the said properties until further orders.

ii) Ad-Interim attachment of amount equal to the Annuity as mentioned in Annexure 3 is ordered directing Respondent No.8 to 11 not to allow respondents 1 to 4 to deal with sum attached in their respective bank accounts until further orders.

iii) issue notice to the respondents as provided under Sec. 4 (2) (3) of Criminal Law (Amendment) Ordinance, 1944 by 14.7.2023.

Dictated to the Stenographer, transcribed by him, corrected and pronounced by me in the open court on this 30<sup>th</sup> day of June, 2023.

Special Judge for SPE & ACB Cases  
-cum- III Addl. District Judge,  
Vijayawada.

**APPENDIX OF EVIDENCE**  
**WITNESS EXAMINED**

**FOR PETITIONER:**

P.W.1: C.Jayarama Raju

**EXHIBITS MARKED**


**For Petitioner:**

- Ex.P1 Formation of Capital City Advisory Committee.
- Ex.P2 Appointment of Singapore Representative as a member of Advisory Committee.
- Ex.P3 MoU dt.08.12.2014.
- Ex.P4 Minutes of 1<sup>st</sup> HLC meeting dt.13.01.2015
- Ex.P5 Minutes of 2<sup>nd</sup> HLC meeting dt.30.03.2015

-245-

19

- Ex.P6 Email dt.11.02.2016 sent by Sri Nagulapalli Srikanth, IAS, the then Commissioner, APCRDA to Sri V.Ramacmanohara Rao, IRAS, the then Additional Commissioner, APCRDA.
- Ex.P7 Minutes of 3<sup>rd</sup> HLC meeting dt.25.05.2015
- Ex.P8 Statement of Ac.No.08510500003346 of DCB Bank Ltd, Chandanagar Branch, Hyderabad of Smt Potturi Prameela.
- Ex.P9 Statement of Ac.No.013610011007707 of Union Bank of India, Dargamitta Branch, Nellore, of Avula Muni Shankar.
- Ex.P10 Statement of Ac.No.10604281265 of State Bank of India, Acharya Street, ZP Office, Nellore of Rapuru Sambasiva rao.
- Ex.P11 Statement of Ac.No.914010056979360, Axis Bank, Nellore of Rapuru Sambasiva Rao.
- Ex.P12 Registered sale deed documents of (i) Smt.Potturi Prameela, (ii) Sri Avula Muni Shank, (iii) Sri Rapuru Sambasiva Rao, (iv) Sri Varun Kumar Kothapa and (v) Sri Gullapalli Jagadeesh.
- Ex.P13 Two Maps of Seed Capital Area and Start-up area depicting the location and distance of lands purchased by (i) Smt.Potturi Prameela, (ii) Sri Avula Muni Shank, (iii) Sri Rapuru Sambasiva Rao, (iv) Sri Varun Kumar Kothapa and (v) Sri Gullapalli Jagadeesh from boarders of Seed Capital Area and Start-up area.
- Ex.P14 List of Returnable Plots allotted to the Benamies by APCRDA.
- Ex.P15 LPS Maps depicting the location and distance of the returnable plots allotted to the above individuals from Seed Access road, Administrative Govt., Core Area and Start-up area.
- Ex.P16 Annuity payment details given by APCRDA.
- Ex.P17 Start-up area Map with vilage names and its survey numbers.
- Ex.P18 Doc.No.14310/2015 of SRO, Mangalagiri.
- Ex.P19 Doc.No.2090/2015 of SRO, Mangalagiri.
- Ex.P20 Statement of Sri Gullapalli Jagadeesh & Statement of Sri Gullapalli Jagadeesh recorded by SDRI Officials.
- Ex.P21 Statement of ICICI Bank A/c.No.007605004410 of M/s. Ramakrishna Housing Pvt, Ltd.
- Ex.P22 Statement of Unicon Bank of India Ac.No.013411100002166 of M/s. Ramakrishna Housing.
- Ex.P23 SBI Ac.No.00000035319657478 of M/s. Ramakrishna Housing.
- Ex.P24 Unregistered Lease Agreement dt.29.02.2016.
- Ex.P25 Unregistered Lease Agreement dt.04.08.2016.
- Ex.P26 Unregistered Lease Agreement dt.15.09.2016.
- Ex.P27 Statement of Sri Nada John Mohan Kumar, Joint Sub Registrar, Pedakakani.

  
A. B. S. H. Srinivasulu,  
Special Judge for SPE & ACB Cases  
-cum- III Addl. District Judge,  
Vijayawada.

Copy to:

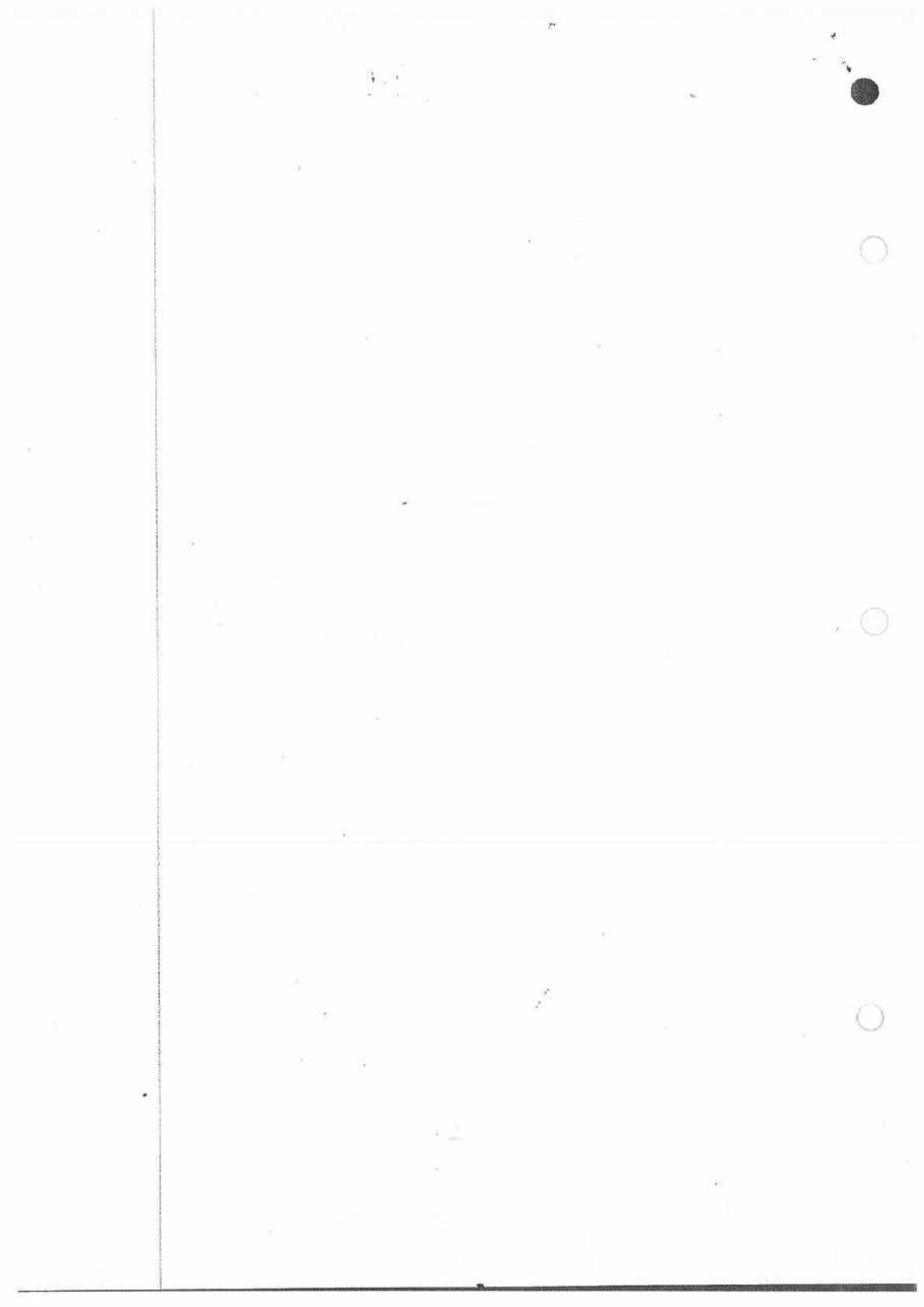
1. The Special Public Prosecutor, CID Cases, ACB Court, Vijayawada

2. The Addl. Superintendent of Police, EOW-II, CID,  
A.P, Tadepalli.

1/7 C B 11

DC No. 656  
1/23

  
District Administrative Officer



-246-

Ms-12

IN THE COURT OF THE SPECIAL JUDGE FOR SPE & ACB CASES-cum  
-ADDITIONAL METROPOLITAN SESSIONS JUDGE,  
VIJAYAWADA.

Present: Smt.B.Satya Venkata Himabindu,  
Special Judge For SPE & ACB Cases  
-cum-Additional Metropolitan Sessions Judge, Vijayawada.

Friday, 30<sup>th</sup> day of June, 2023.

Cri.M.P.No.535/2023 In  
Cr.No.16/2022 of CID P.S., Mangalagiri

**BETWEEN:**

The State, EOW-II Rep.by its Addl. Superintendent of Police, EOW-II, CID,  
A.P., Tadepalli.

.... Petitioner/ Complainant

**AND**

Sri Lingamaneni Ramesh @ Ramesh Babu, S/o Poorna Bhaksara Rao,  
50 years, D.No.60-2-1/A, Lingamaneni Dream House, Gayathri Nagar,  
Vijayawada

... Respondent

This petition is coming on 16.06.2023 for final hearing In the presence of Special Public Prosecutor for the petitioner and of Sri Somu Krishna Murthy, Sri Aswin Kumar, and Sri N.Koteswara Rao, Advocates for the Respondent and the matter having stood over for consideration till this day, this Court made the following:

**ORDER**

1. This petition is filed by the Addl. Superintendent of Police, CID, EOW-II, Tadepalli, Andhra Pradesh in Cr.No.16/2022 of CID P.S. Mangalagiri under Sec.3 and 4 of Criminal Law Amendment Ordinance, 1944 (herein after referred as "the Ord'nance" for brevity) in pursuance of G.O.Ms.No.89 Dt.12.5.2023 issued by Home Department, Government of Andhra Pradesh. The relief sought under the petition by the petitioner is to grant ad-interim attachment of the house of Respondent/owner of immovable property i.e., House in D.No.17-3-781/1 (new No), (old No.3/781/1) located at Karakatta road, Undavalli village, Tadepalli Mandal, Guntur District shown in the Annexure in which Accused no.1 has been residing and was kept at the disposal of accused no.1 on free of cost basis as illegal gratification/ quid-

-247-

pro-quo and to direct respondent not to allow to dispose the house until further orders from the court pending disposal of the case.

2. The core allegations germane to the crime are that, Accused No.1 the then Chief Minister and accused No.2 the then Minister for Municipal Administration and Urban Development Department for the erstwhile Government of Andhra Pradesh along with other accused abused their official position and in pursuance their criminal conspiracy, drove the decision making and preparation of Capital City Master plan and IRR (Inner Ring Road) (hereinafter referred as IRR) alignment for Amaravathi Capital city through concealment of facts, misrepresentation of facts, by disregarding laws, circulars and guidelines Central Vigilance Commission and General Finance Rules, by disregarding bonafide objections raised by multiple persons/ officials, in finalizing the designs of City Master plan for Amaravathi Capital city by avoiding the acquisitions to the lands of Lingamaneni's, Heritage Foods and other accused and their companies, preparing IRR alignment closure to the land bank of Lingamaneni's, Heritage Foods and other accused companies which made acceleration of land values and thereby caused windfall gain to the Lingamaneni's, Heritage Foods and other accused thereby cause huge loss to the farmers as well as Government Exchequer.

3. The specific allegation is that the petition schedule house of accused No.3, the respondent herein located at Karakatta road, Undavalli village of Tadepalli Mandal, in which accused no.1 has been residing was kept the disposal of accused no.1 on free of cost basis as an illegal gratification quid-pro-quo for gains which accrued to the respondent entities from the Master plan for the city capital, the alignment of IRR and zonal development plans for Kantheru, Kaza and Namburu villages of Guntur District.



4. On the request of the Investigating Officer the Government of Andhra Pradesh issued G.O.Ms.No.89 Dt.12.5.2023 authorizing Investigating Officer under Sec.3 and 10 (a) (b) of Criminal Law Amendment Ordinance, 1944 for attachment of the schedule property for preventing the disposal or concealment of the purported ill-gotten wealth acquired by the accused by means of committing offences under Sec.120-B, 409, 420, 34, 35, 36, 37, 166, 167, 217 of IPC and Secs.13 (2) r/w 13 (1) (c) & (d) of Prevention of Corruption Act, 1988.

5. Heard the learned Special Public Prosecutor for the State. Perused the chief affidavit of the Investigating Officer along with connected documents under Annexures 1 to 21 marked as Exs.P1 to P21.

6. The point arise for determination is:

Whether there are reasonable grounds to grant ad-interim attachment of the petition schedule property ?

**POINT:**

7. The case in Cr.No.16/2022 of CID P.S., Mangalagiri was registered against the accused for the offence under Secs.120-B, 409, 420, 34, 35, 36, 37, 166, 167, 217 of IPC and Secs.13 (2) r/w 13 (c) and (d) of P.C.Act, 1988 on the complaint filed by Mr.A.Rama Krishna Reddy, MLA, Mangalagiri Assembly Constituency alleging that the Accused No.1 and 2 in collusion with public servants and private persons involved in the process of finalizing the designs of Inner Ring Road and Zonal Development Plans in the Andhra Pradesh Capital City area, showed undue favor in order to cause wrongful gains to Accused no 3, 4 and other Accused 5 to 13 who were their close associates and grossly misused and abused their official positions for corrupt motives. The crux of the complaint is extracted briefly as under:

1. The combined State of Andhra Pradesh was bifurcated into two States as per the Enactment of Indian Parliament i.e. the A.P. Reorganization

Act, 2014 and the State of residual Andhra Pradesh came into operation w.e.f. 2.6.2014. A Master plan was required for the Capital City and Capital Region of Andhra Pradesh in the residuary state left after the reorganization of the state in June, 2014.

2. Andhra Pradesh Capital Region Development Authority was the nodal authority empowered to frame the Master plan. Sri Nara Chandrababu Naidu, the then Chief Minister of A.P. was the ex-officio Chairman of APCRDA Sri Ponguru Narayana, the then Minister for Municipal Administration and Urban Development was the ex-officio Vice Chairman of APCRDA.
3. Initially, the area covering 122 Sq.kms was notified as the Capital area on 30.12.2014. Again, the area for the Capital city was modified to 217 sq. Kms on 9.6.2015. The Singapore Government prepared a detailed Master Plan for the Capital city for 391 Sq.kms. The decision making authorities were thus manipulating the area of the Capital city to suit their vested interests. The extent of the capital city decided as to which area fell under the land pooling zone or just along the boundary of the land pooling zone or altogether far away from the capital city area. This had a significant impact on the valuation accrued by the lands.
4. The Lingamanenis, and R.K.Housing had large land holdings in Kantheru, Kaza and Namburu villages of Guntur Districts by the time the bifurcation of A.P. took place.
5. The Lingamanenis, R.K.Housing and Heritage Foods procured some more land between June, 2014 and December, 2014.
6. For the purpose of framing of the Master plan for the proposed capital city, a consultant named M/s Surbana Jurong was entrusted with a work order valued at Rs.14,79,66,934/- in September, 2015 by the APCRDA headed by Sri N.Chandrababu Naidu and Sri P.Narayana on nomination basis, which was illegal.
7. Neither of them disclosed their financial linkages to Lingamanenis or Heritage Foods or R.K.Housing.
8. M/s Surbana Jurong International Pvt. Ltd., framed a Master plan which was very evidently designed to suit the personal interests of Sri N.Chandrababu Naidu, Sri P.Narayana and other persons and entities connected to them.
9. Sri Cherukuri Sridhar, IAS was appointed as the Commissioner, APCRDA in violation of the extent Sec.21 of the APCRDA Act, 2014 which mandated that only an officer who had worked as District Collector of a District should be appointed as the Commissioner of APCRDA. This was in furtherance of the overall conspiracy.
10. The work order of framing the design and alignment of an Inner ring road (IRR) was awarded to M/s.STUP Consultants Pvt. Ltd.

There is a specific condition which was laid down in the Contract Agreement between APCRDA and M/s STUP Consultants was "As far

as possible, the IRR alignment should follow the proposed alignment as per the Draft Master plan unless otherwise the topography, settlements, terrains and other natural features, environmental aspects, design and construction aspects and highway safety aspects, etc warrant for corrections/changes in the alignment wherever required." (At page 63 in the Contract agreement between the APCRDA and M/s.STUP Consultants Pvt. Ltd., Dt.29.4.2016 under Appendix-1 detailed scop of work- preparing the feasible alignment)

- 11. M/s STUP consultants did not do much of actual filed survey or study of traffic patterns. They framed the options for the IRR under the guidance of Sri Cherukuri Sridhar, IAS and his subordinate officials.
- 12. The alignment was frozen in such a manner that the Lingamaneni, Heritage Foods, R.K.Housing and others who are connected to the decision making authorities derived maximum pecuniary benefit owing to the alignment of IRR and its connecting arterial roads which were advantageously just adjacent to the lands of selected persons or entities. They did not suffer from any tentative acquisition of land, whereas the values of the lands got escalated manifold when the IRR and the Zonal Development plans were notified in the Gazette. In the vast expanse of the Capital Region, M/s Heritage Foods purchased lands only in Kantheru village, Tadikonda Mandal in all of Guntur and Krishna Districts put together in the period from 2014 to 2019. It is not just a mere coincidence that M/s Heritage Foods purchased lands in a particular area in October, 2014 and the adjacent area got notified as the Capital City in December, 2014 and the IRR got notified in the same vicinity in February, 2018.
- 13. The above said entities reaped windfall gain as their lands appreciated in value, many times over the cost at which they were acquired and which would not have happened merely based on the declaration of the area of the Capital City, as these lands were many kilometers away from the nearest National Highway and/or the boundary of the capital city.
- 14. The ordinarily people suffered wrongful loss as their lands either got notified under the IRR or faced the restrictions imposed on the developmental activities in the vicinity of the IRR and the zonal Development plans. Very few among these had any knowledge about the overall conspiracy.

8. During the course of investigation the petition on hand Under Sec.3 and 4 of Criminal Law Amendment Ordinance 1944 was pressed into service, in pursuance of G.O.Ms.No.89 dt.12.05.23 issued by Home Department based on the investigation report submitted by the AP Crime Investigation Department (CID) for attachment of petition schedule property.

9. Before proceeding with the merits of the petition, it is incumbent to look into the provisions of Sec.3 and 4 of the Ordinance which read as follows:

**3. Application for attachment of property.** - (1) Where the [State Government or, as the case may be, the Central Government], has reason to believe that any person has committed (whether after the commencement of this Ordinance or not) any scheduled offence, the [State Government or, as the case may be, the Central Government] may, whether or not any Court has taken cognizance of the offence, authorise the making of an application to the District Judge within the local limits of whose jurisdiction the said person ordinarily resides or carries on business, for the attachment, under this Ordinance of the money or other property which the [State Government or, as the case may be, the Central Government] believes the said person to have procured by means of the offence, or if such money or property cannot for any reason be attached, or other property of the said person of value as nearly as may be equivalent to that of the aforesaid money or other property.

(2) The provisions of Order XXVII of the First Schedule to the Code of Civil Procedure, 1908 (5 of 1908), shall apply to proceedings for an order of attachment under this Ordinance as they apply to suits by the Government.

(3) An application under sub-section (1) shall be accompanied by one or more affidavits, stating the grounds on which the belief that the said person has committed any scheduled offence is founded, and the amount of money or value of other property believed to have been procured by means of the offence. The application shall also furnish

(a) any information available as to the location for the time being of any such money or other property, and shall, if necessary, give particulars, including the estimated value, of other property of the said person;

(b) the names and addresses of any other persons believed to have or to be likely to claim, any interest or title in the property of the said person.

**4. Ad interim attachment.** - (1) Upon receipt of an application under section 3, the District Judge shall, unless for reasons to be recorded in writing he is of the opinion that there exist *no prima facie* grounds for believe that the person in respect of whom the application is made has committed any scheduled offence or that he has procured thereby any money or other property, pass without delay an *ad interim* order attaching the money or other property alleged to have been so procured, or if it transpires that such money or other property is not available for attachment, such other property of the said person of equivalent value as the District Judge may think fit:

Provided that the District Judge may if he thinks fit before passing such order, and shall before refusing to pass such order, examine the person or persons making the affidavit accompanying the application.

(2) At the same time as he passes an order under sub-section (1), the District Judge shall issue to the person whose money or other property is being attached, a notice accompanied by copies of the order, the application and affidavits and of the evidence, if any, recorded, calling upon him to show cause on a date to be specified in the notice why the order of attachment should not be made absolute.

(3) The District Judge shall also issue, accompanied by copies of the documents accompanying the notice under sub-section (2), to all persons represented to him as having or being likely to claim, any interest or title in the property of the person to whom notice is issued under the said sub-section calling upon each such person to appear on the same date as specified in the notice under the said sub-section and make objection if he so desires to the attachment of the property or any portion thereof on the ground that he has an interest in such property or portion thereof.

(4) Any person claiming an interest in the attached property or any portion thereof may, notwithstanding that no notice has been served upon him under this section, make an objection as aforesaid to the District Judge at any time before an order is passed under sub-section (1) or sub-section (3), as the case may be, of section 5.

10. The elaborate provision of Sec.3 (1) of the Ordinance empowers the concerned State Government or Central Government, to authorize its agent to move an application before the concerned District Judge for attachment of money or other property procured by a person by means of the committing the schedule offence. Sec.4 deals with the obligation on the District Judge to grant ad-interim attachment and issue notice to the person whose money or property is being attached unless for reasons to be recorded in writing that there exist no prima facie ground as to commission of the schedule offence.

11. During the course of enquiry, the Investigating Officer filed his chief affidavit and submitted Annexures 1 to 21 marked as exhibits, before this court in support of the allegations against the accused pending for investigation in Cr.No.16/2022 of CID P.S., Mangalagiri and the same fall for consideration.

12. As seen from the affidavit contents the MOU as under Annexure 1 was entered on 8.12.2014 between Infrastructure Corporation, Andhra

Pradesh & International Enterprise, Singapore to engage services of Singapore private sector entities as Master Planner for development of Capital City which is the first section of construction of capital city. In the MOU, it was also decided to draw up the capital region plan for the approximately 7325 sq. km area within the VGTM boundary, draw up a capital city master plan for the approximately 125 sq.km of the core of the Capital city and draw up a detailed Seed Development Master plan for the construction of the approximately 8 sq. km of the 1<sup>st</sup> section of the Capital city on free of cost (pro-bono basis).

13. The task of preparing the Master plan for the capital city area has been awarded to M/s Surbana Jurong on "nomination basis, in contravention of the extent laws and rules and in violation of General Finance Rules, Transaction of Business Rules and CVC Guidelines. M/s Surbana prepared the Capital city Master plan and the Inner Ring Road alignment by incorporating the master plan. It is alleged that as per the orders of accused no.1, the then Chief Minister and accused no.2 the then Minister for MA & UD, the alignment has been changed/modified several times in APCRDA itself 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 hydro logical features.

14. It is averred that as per the gist of e-mail correspondence covered under Annexure 6 note, the initial alignment of IRR was marked at the boundary of the Capital City between Nidamaru village and Kantheru village which on the directions of accused nos.1 and 2, the alignment has been changed and moved into Kantheru village to a distance of 200 meters to 2-3 km towards Kantheru village, and thereby the IRR alignment brought

~254~

nearer to the lands of Lingamaneni Ramesh (Accused no.3), Lingamaneeni Venkata Surya Rajasekhar (Accused no.4) and their entities.

15. It is averred that the Capital Region Perspective Plan 2050 was notified on 23.2.2016 and prior to the notification of the Capital Region Perspective Plan APCRDA Authority was decided to call tenders for engaging consultants for the study of per-feasibility, feasibility and preparation of Detailed Project Report for IRR Amaravathi Capital city. Accordingly APCRDA called tenders on 19.1.2016 with a key condition that "the IRR should follow the proposed alignment as per the Draft Master Plan" and the STUP Consultants, Chennai was selected as successful bidder and a Contract agreement was settled between STUP Consultants and APCRDA on 30.04.2016 as under Annexure 9. The STUP consultants prepared three options and finally prepared feasible alignment option at APCRDA Office to suit the interest of accused nos 1 and 2 and other accused without making any proper study. According to the petitioner as per Article 6.2.3 of the Agreement, the Project Manager who is the Principal Planner of APCRDA shall approve/disapprove the document/report/ alignment prepared by the consultant and there is no provision for corresponding approval or concurrence of either Chief Minister or Minister for MA & UD.

16. In this context, the petitioner further averred that as per Annexure 10 on 18.10.2016 Mr.N.R.Aravind Principal Planner sent an e-mail to NJ Wesley, Y.Murall of STUP Consultants stating that " before proceeding to the further stage of work it is requested to make the presentations before Hon'ble CM as well as the Hon'ble Minister MA & UD, once the concurrence is received from them he may proceed further. At the same time we are persuading with their office for convenient time for discussions of finalization of alignment of IRR of the Capital region."

17. The petitioner referring to the above correspondence submits that there was direct interference of accused nos.1 and 2 in preparation of documents / report/ alignment of IRR of AP Capital Region and that STUP consultants were directed by them to prepare the alignment contrary to the terms of agreement. Lastly it is averred that maps pertaining to IRR alignment in Section 1, the STUP consultants prepared feasible alignment option according to the maps provided by APCRDA officials on the directions of accused Nos.1 and 2 at Kantheru village to get undue favour in order to cause wrongful gain to accused Nos.3 to 13. The alignments are said to have prepared nearer to the lands of accused nos.3 to 13 which are situated in Kantheru village. The petitioner emphasized that from the e-mail correspondence and attached drawings pertaining to IRR evident that alignment of IRR underwent multiple iterations and changes on the suggestions of officials of APCRDA as instructed by accused Nos.1 and 2 in the interest of accused in such a manner that they were spared from acquisition with simultaneous increase in the value of their lands in multi-folds as larger part of IRR with 75mts Right of Way was aligned just adjacent to these lands.

18. Falling back to petition schedule property sought for attachment, according to the petitioner as per Annexure 2 NOC was obtained by the Respondent for construction of swimming pool and dress changing rooms in an extent of 1.29 cents in R.S.No.272/2 and 271 at Undavalli village, Tadepalli Mandal. It is further averred that notices were issued to the respondent on 18.11.2010 and 14.11.2012 for construction of two storied building in violation of Sec.13 (1) of the River Conservancy Act under Annexures 3 and 4 for which the respondent did not respond and that Annexure 5 is the notice Dt.27.6.2019 Issued by APCRDA to the Respondent regarding unauthorized construction in six acres in D.No.250,254, 272,274



i.e. two storied building, RCC rooms, swimming pool, helipad and ten temporary sheds within 100 meters from Krishna River. It is further submitted that the Panchayat Secretary, Grampanchayat, Undavalli in his letter vide RC No.10/2019 Dt.8.7.2019 stated that as per his records the plans for construction of G+1 building in D.No.272/2 and 271 of Undavalli, as required under Building Rules are not available and further on his verification it is found that no fees paid towards Building permission by Sri Lingamaneni Ramesh during 2011-12 and 2012-13 and that the petition schedule house itself is an unauthorized construction.

19. It is further averred that on 19.9.2019 the Commissioner, APCRDA issued orders U/s.115(3) of APCRDA Act, by confirming the Preliminary orders issued J/s.115 (1) on 27.6.2019 to remove the said development in the premises within 7 days from the date of issue of the order. On 24.9.2019 respondent filed an affidavit vide W.P.No.14694/2019, before the Hon'ble High Court of AP with a prayer "not to demolish the structure made in D.No.3-781/1, Assessment No.3311 in S.No.274, 272/1A and 272/2 at Undavalli, Tadepalli Mandal, Guntur District by suspending the impugned order Dt.19.9.2019 of the Commissioner, APCRDA." making an averment in the Writ Petition that he had contributed his house to the Government of A.P. at free of cost for the residence of the Chief Minister or for any other public purposes. The petitioner emphasized that the aforesaid statement of respondent itself shows that the petition schedule house was appropriate as quid-pro-quo and illegal gratification by accused no.1.

20. It is further averred that the correspondence by accused no.1 to the General Administrative Department as under Annexure 14, and reply Dt.14.2.2023 under Annexure 15 by the Municipal Commissioner, Mangalagiri, Tadepalli Municipality and reply by Tahsildar, Tadepalli Dt.23.3.2023 under Annexure 16 and particulars of residential address

mentioned in affidavits submitted to the Election Commission during the general elections 2019 as under Annexure 17, it is submitted that accused no.1 has been residing in the petition schedule property . It is submitted that accused no.1 inspite of receiving House Rent allowance as mentioned in Annexure 18, there are no indication of payment of any rent paid to respondent for utilizing the said premises. Accordingly referring to I.T>Returns, bank transactions and public declarations made by accused no.1 and 2 under Annexures 19, 20 and 21 and It is contended that accused no.2 has given the petition schedule house to accused no.1 for causing huge wrongful gains to accused no.3 and to his relatives, companies/entities as quid-pro-quo transaction on free of cost basis under the guise of contribution of his house towards the development of the State.

21. As seen from the FIR, the scheduled offences under the Ordinance, 1944 registered against the accused are Secs.409, 420 IPC and Sec.13 (2) r/w 13 (1) (c) (d) of P.C.Act. The specific averments in the complaint pertaining to the scheduled offences against the respondent are that, even prior to the notification of IRR the Heritage Foods Ltd., Lingamaneni Ramesh and Associates, their companies, their Directors and Sri K.P.V.Anjanikumar @ Bobby, entered into a quid-pro-quo agreement with the officials involved in the decision with dishonest and fraudulent intention as part of criminal conspiracy wherein they all obtained undue pecuniary advantage. The respondent entities and Rama Krishna Housing who were already holding huge quantity of land gained undue advantage by virtue of the share and design of the alignment of the IRR, specifically and the master plans and Zonal plans of the Capital Region.

22. It is further averred that prior to 2.6.2014 i.e., the day of A.P. Reorganization Act came into force, the respondent and his entities owned about 16.258 acres in Kantheru, 266.668 acres in Kaza village, and 72.414

acres at Namburu Village. Subsequently, between 2.6.2014 to 31.12.2014 before declaration of Capital City of A.P. Respondent entities completed registration on the lands on which they held the General Power of Attorney from earlier period of another 10.538 cents in Kaza village on 21.7.2014. It is also averred that an extent of Ac 4.553 cents in Kantheru village was procured by M/s. Heritage Foods on 8.9.2014 at Pedakani from Lingamaneni's and subsequently on 7.10.2014 canceled the corresponding registration. However M/s. Heritage Foods retained another Ac 8.06 cents purchased in the adjacent Survey number at Kantheru. The land bank of respondent entities and that of Heritage Foods was continuous and both derived benefits from the Master Plan and alignment of IRR. It is further averred that as the details of tentative Master plan started emerging Lingamaneni's sold Ac 26.38 cents to Vallabha Feeds Pvt. Ltd., and subsequently after notification of Master Plan an extent of Ac 16.94 cents at Kaza village were sold by respondent entities to M/s. Capital Nuzen Developers, LLP, Hyderabad. There is a clear appreciation of lands in the land bank belonging to respondent entities where they sold each acre of land for Rs.10,00,000/- or below in the year 2012 and as soon as the master plan of the capital city and alignment of IRR were notified the value of each acre of land shot up to 35 lakhs per acre. This depicts huge windfall gains for respondent entities who owned a large land bank of Ac 355.34 cents. The appreciation of the land value is not merely connected to the declaration of capital city on 31.12.2014. As the land bank was in reality not a part of 29 villages declared as Capital city and located 2 kms away from Vijayawada Chennai National Highway and the boundary of capital city with narrow connectivity. It is only after publication of Master plan of capital city and subsequent notification of IRR designed to pass adjacent to the above said lands led to this large and fast escalation in the value of lands. The

Cadastral Maps of the IRR, the particulars of lands of respondent entities, Heritage foods and Rama Krishna Housing, across the Capital city plan are enclosed to the complaint.

23. In the back drop of above affirmations by the petitioner, Initially the material nexus of accused no.1 with the petition schedule property which was referred as quid-pro-quo as per the averments of the complaint is to be looked into. As per the Annexure 14 letter addressed by accused no.1 to the Pri. Secretary to the Government Dt.2.6.2020 and form 2 B election nomination paper, and the report of Tahsildar, Tadepalli Mandal Dt.20.3.2022 it is prima facie evident that accused no.1 has been residing in the D.No.3-781/1 Karakatta road, Undavalli village, Tadepalli Mandal, Guntur District. As per Annexure 14 there is a specific averment by accused no.1 that he has been living in the said building for the past 4 ½ years and a request was forwarded to the General Administration Department to consider and declare the same (Ex-CM of A.P. residence) as present official residence of the leader of opposition. Accordingly there is no embargo interfering with the roots of the fact that accused no.1 has been residing in the petition schedule property as referred in Annexure 14. Further as seen from the averments of Annexure 13 i.e., contents of Writ Petition No.14694/2019 it is clearly evident that the respondent Sri Lingamaneni Ramesh at para No.4 stated that "as token of respect in lieu of bifurcation of State and as part of patriotism, the petitioner himself felt that he should contribute the extent possible for the development of the New Capital as there were no Infrastructure even for the residence of the Hon'ble Chief Minister, who is a Z Plus category security person, the petitioner offered to the 1<sup>st</sup> respondent to utilize his residential building either for the residence of the Hon'ble Chief Minister or for such other public purposes."

24. The above averments prima facie elicit the circumstances under which possession of petition schedule property was passed to the accused no.1. However, the contention of the petitioner is that the schedule property has been given by accused no.2 to accused no.1 as quid-pro-quo for official favour extended to him by way of redesigning the alignment of Inner Ring Road benefiting his land bank and the lands of his associates and concerns. On this aspect petitioner prima facie argues that either the Income Tax returns or bank transactions of the respondent nowhere disclose about any payment of rent to the accused no.1 despite the fact that he has been residing in the petition schedule property for the last 4 ½ years as on date mentioned in Annexure 14 dated 2.6.2020.

25. The learned Special Public Prosecutor submits that no other motive can be inferred other than that of illegal gratification/quid-pro-quo for extending the possession of the petition schedule immovable property of commercial value to accused no.2. Therefore, in view of the investigation pending in connection with serious allegations against the accused inferred from the complaint, preliminary enquiry report and other nascent documents collected during the course of investigation the petitioner seeks the attachment of petition schedule property as provided under Sec.4 of Ordinance so as to prevent the disposal of the property purported to have been procured by accused no.1 by means of certain offences.

26. As alleged by the complainant, acquisition against the accused cannot be fortified merely for the reason that accused or some of the relatives of Accused or their associates owned or purchased some properties in the Capital Region Area or in and around the purported inner or outer ring road alignment. Infact the news relating to location of capital for newly formed State of A.P. between Krishna District and Guntur District adjacent to Krishna River is very much in public domain from June 2014 and

is not a non public information either in the Government or in the public circle. The colour of criminality can not be attributed to right to property, which is a Constitutional Right which is under Article 300 A of the Constitution, provided that the same is procured by illegal or unlawful means. The criminal activity connected with facts on hand grounding for attachment of petition schedule property under the Ordinance, 1944 is in lieu of accusation under sec 409, 420 IPC and sec 13(1)(c) and (d) of the P.C.Act of which this court consider only Sec.409 IPC and Sec.13 (1) (c) & (d) of P.C.Act to determine the petition relief.

27. Initially speaking the offence of criminal breach of trust is made punishable Under Sec.409 IPC and was defined under Sec.405 IPC. The provisions of Sec.405 IPC manifest that when a person is entrusted with the property or with any dominion over the property, and if he dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged is said to have committed the offence of Criminal breach of trust. The contention of the prosecution is that Accused no.1 being the Chairman and Accused no.2 being the Vice Chairman of APCRDA during the relevant point of time having dominion over the property procured for designing the Capital city violated the directions of law prescribing the mode in which such trust is to be discharged.

28. Similarly it is important to look into the provisions of the accusation against the accused for offences under Sec.13 (1) (c) (d) are punishable Under Sec.13 (2). The relevant section of law is extracted below for better understanding.

Sec.13 (1): A public servant is said to commit the offence of criminal misconduct,

a)xxxxxxxxxxxxxxxxxxxx

b)xxxxxxxxxxxxxxxxxxxx

c) If he dishonestly or fraudulently misappropriates or otherwise converts for his own use any property entrusted to him or under his control as public servant or allows any other person to do so, or

d) if he

i) by corrupt or illegal means obtains for himself or for any other person any valuable thing or pecuniary advantage or

ii) by abusing his position as public servant obtains for any person any valuable thing or pecuniary advantage without any public interest, or

iii) while holding office as public servant, obtains for any person any valuable thing or pecuniary advantage without any public interest.

29. The contention of the petitioner is that accused no.1 the then Chairman of APCRDA during relevant point of time was privy to the information confidential in nature while holding his office as a public servant obtained to accused no.3 and others a pecuniary advantage without any public interest. It is also alleged that accused no.1 dishonestly misappropriated / converted for his own use property entrusted to him and under his control as public servant and allowed the other accused to do so.

30. The allegation in this case is not about procurement of land under APCRDA, the prosecution of which is barred by sec 146 of the Act. In the same manner changing the alignment of IRR or its design as per the requirement prior to its finality also is integral part of the Act and can not be attributed with criminality. However, the Ingredients of Sec.13 of P.C.Act, invokes under the circumstances wherein if the accused who is a public servant use his office for his own private gain or for that of the persons or organizations which he is associated directly or indirectly. In this case on hand, the accusation gathers some moss when the purported alignment is

made in consensus among accused with preconceived intentions to extend pecuniary advantage to themselves or any others which they were not entitled otherwise.

31. Evidently the accused no.1 is the Chairman of the APCRDA during the relevant point of time having dominion over the entire activities of the APCRDA, by holding an authority of a final decision, directly connected with its state of affairs and process of decision making. Explicitly petition schedule property is the property procured by the accused no.1 from accused no.2 purported to have highly benefited from alignment of the IRR design by virtue of wide stretch of land bank about Ac 168.45 cents across the capital city region adjoining to the IRR alignment. The averments of the complaint, preliminary report and the material investigation so far does not rule out pecuniary advantage to respondent wanting some public interest.

32. As per the provisions of Sec.4 of the Ordinance, 1944 the court is bound to order ad-interim attachment immediately on receipt of application under Sec.3 of the Ordinance unless the court for the reasons to be recorded in writing opines that there exists no prima facie ground to believe that the person in respect of application is made has committed any scheduled offence or that he has procured thereby the property. The provisions of Sec.4 are negatively assertive insisting the court to record the absence of prima facie grounds as to the commission of the offence for rejecting the application and not the existence of prima facie grounds to presume the commission of the offence. Technically, the word prima facie refers to standard of inference where the existence of fact appears to be plausible, but could be rebuttable.

33. Therefore, in view of the above discussion as to the prima facie facts on record and applicable legal provisions under IPC, P.C. Act and the



- 264 -

Ordinance, 1944, this court makes the below preliminary conclusions for limited purpose under Sec.4 of the Ordinance, 1944.

- i) The accused no.1 was Ex officio Chairman of APCRDA during the relevant point of time and privy to its state of affairs.
- ii) accused no.1 held the position of final decision making authority as per the statute.
- iii) The involvement of accused no.1 in the process of discussions pertaining to designing finalization the Capital City plan and alignment of IRR as Chairman of APCRDA is apparent.
- iv) Its prima facie evident that the alignment of inner ring road was subjected to structural alterations and has been altered thrice on 22.7.2015, 4.4.2017 and 31.10.2018.
- v) there is no material on record to rule out that accused no 3 has not benefited from the alignment of inner ring road plan having possession of wide stretch of land bank of Ac 168,45 cents along the final alignment of IRR, irrespective of fact that the IRR project was materialized subsequently or not.
- vi) evidently accused no.3 is the title holder of the petition schedule property against which APCRDA has initiated proceeding for being unauthorized construction.
- vii) accused no 1 has been residing in the petition schedule property since 4 and half year as on date of 2.6.2020 in the capacity of Chief Minister of erstwhile government of Andhra Pradesh and presently as Leader of Opposition
- viii) there is no material on record to infer any legal sanction for the possession of petition schedule property by accused no 1 as gratuitous transaction
- ix) prima facie evident accused no.1 did not disclose the financial sale transactions of lands by Heritage Foods, owned by his close associates and relatives with respondent no.3 within Capital city.
- x) therefore it can be concluded that there is no prima facie grounds to rule out that the petition schedule property is quid pro quo for the offences alleged and the case of the petitioner against the accused for the scheduled offences under the Ordinance, 1944 cannot be concluded as honest.

34. Therefore In view of above discussion supra this court is of opinion that there is nothing on record to hold that the case of the petitioner is completely improbable so as to reject the petition relief. The petition is liable to be allowed.

35. However, at this stage, the learned counsel for the respondent filed an affidavit undertaking that he will not alienate, encumber or deal with the property in any manner pending disposal of the case and the same strongly objected by the learned Special P.P. The object of the Ordinance 1944 is to prevent the disposal or concealment of the property procured by means of scheduled offences. Under criminal law particularly where the matter is pending for investigation and the acquisition against the accused are yet to be conclusive any preventive measures incorporated into practice by way of any enactment or Ordinance, is to preserve the purported crime property and not punitive in nature. In this context it is important to look into the provisions of Sec.8 of the Ordinance, 1944 which provides a feasibility for any person whose property has been or about to be attached to furnish sufficient security in lieu of such attachment at any time. The provisions of Sec.8 are extracted as under:

**8. Security in lieu of attachment.--** Any person whose property has been or is about to be attached under this Ordinance may at any time apply to the District Judge to be permitted to give security in lieu of such attachment and where the security offered and given is in the opinion of the District Judge satisfactory and sufficient, he may withdraw or, as the case may be, refrain from passing, the order of attachment.

36. The very purpose of ordering attachment under the Ordinance, 1944 is to preserve the purported crime property or the proceeds connected with the crime from being alienated pending the investigation and subsequent trial. When the legislature provides a prescribed any mode for seeking alternative relief under the Ordinance, the same is required to be exercised in that manner and in no other manner. Accordingly overriding the provisions of Sec.8 the undertaking affidavit filed by the petitioner is nothing but interfering with mandatory provisions of Sec.4 and 8 of the Ordinance. Therefore,

the undertaking affidavit filed by the respondent without offering to furnish sufficient surety cannot be considered. Therefore, in view of the discussion supra, this court is of the opinion that it is essential to issue ad-interim attachment of the petition schedule property to meet the statutory requirements under Sec.4(1) with a liberty to the Respondent to file petition under Sec.8 of the Ordinance, 1944. The petition is liable to be allowed. Point Nos.1 to 3 are accordingly answered.

**POINT No.4:**

37. In the result,

- i) ad-interim attachment is hereby ordered to attach the properties described in Annexure 1 restraining the respondent either from transferring or alienating or making any transactions over the said property in any manner
- ii) Issue notice to the respondent as provided under Sec. 4 (2) (3) of Criminal Law (Amendment) Ordinance, 1944 by 14.7.2023.
- iii) In view of the undertaking affidavit filed by the respondent he is at liberty to file petition as provided under Sec.8 of the Ordinance, 1944.

Typed to my dictation by the Stenographer, corrected and pronounced by me in the open court on this 30<sup>th</sup> day of June, 2023.

*Sd/- BSV*  
Special Judge for SPE & ACB Cases  
-cum- III Addl. District Judge,  
Vijayawada.

**APPENDIX OF EVIDENCE**  
**WITNESS EXAMINED**

**FOR PETITIONER:**

P.W.1: C.Jayarama Raju

**EXHIBITS MARKED**

- Ex.P1 Memorandum of Understanding (MoU) dt.08.12.2014 entered between INCAP & International Enterprise, Singapore.
- Ex.P2 No Objection Certificate issued by E.E., K.C Division, Dt.16.05.2017 for construction of Dress Changing Room and Swimming Pool.
- Ex.P3 Notice issued by A.E.E., R.C Inspection Section, Vijayawada dt.18.11.2010 U/s.13(1) of R.C Act, regarding unauthorized constructions.

- Ex.P4 Another notice issued by A.E.E, R.C Inspection Section, Vijayawada, dt.14.11.2012 U/s.13(1) of R.C Act, regarding unauthorized constructions.
- Ex.P5 Primary Orders-cum-Show Cause Notice dt.27.06.2019 issued by the Zonal Asst. Director, APCRDA, regarding unauthorized constructions.
- Ex.P6 Note prepared basing on the analysis of the emial dumps of APCRDA officials regarding change of alignment.
- Ex.P7 Email dt.25.12.2015 shared from Srikar Acapala to Chetan Kulkarni of Surbana Jurong regarding shape files of IRR.
- Ex.P8 Draft Notification of Capital Region Perspective Plan 2050.
- Ex.P9 Contract Agreement between APCRDA and STUP Consultants, dt.30.04.2016 for study of feasibility and preparation of DPR for IRR.
- Ex.P10 Email dt.18.10.2016 sent by N.R.Aravind to J.J.Wesley of STUP Consultants regarding before proceedings to the further stage of work.
- Ex.P11 Final Notification of IRR alignment 31.10.2018.
- Ex.P12 Purchase of lands from Lingamaneni by Vailabha Feeds and Capital Newzen.
- Ex.P13 Wit Petition No.146964 of 2019 filed by Lingamaneni Ramesh before Hon'ble A.P High Court on 24.09.2019.
- Ex.P14 Letter dt.02.06.2020 of Sri Nara Chandra Babu Naidu to the General Administrative Department regarding his official residence.
- Ex.P15 Municipal Commissioner, mangalagiri-Tadepalli Municipality reply regarding teh owership of the house in D.No.17-3-781/1 at Karakatta Road, Undavalli village.
- Ex.P16 Tahsildar, Tadepalli reply regarding the information of residence in D.No.17-3-781/1 at Karakatta Road, Undavalli village.
- Ex.P17 Affidavits submitted to Election Commission during the General Elections 2019 by Sri Nara Chandrababu Naidu and Sri Nara Lokesh regarding their residential address.
- Ex.P18 House rent alloewance paid to Sri Nara Chandrababu Naidu (A-1) as part of his salary.
- Ex.P19 Indian Overseas Bank Account Statement of Sri Lingamaneni ramesh regarding the payment of Rs.27,00,000/- to him.
- Ex.P20 I.T Returns filed by Sri Lingamaneni Ramesh for the FY 2014-15 to 2021-22 regdring the details of house properties income.
- Ex.P21 Mediators Report dt.02.06.2023 regarding the speeches of Sri Nara Chandrababu Naidu and sri Lingamaneni Ramesh regarding the house in D.No.17-3-781/1 at Karakatta Road, Uncavali village.

*Sd/- BSV Hinabindu*  
 Special Judge for SPE & ACB Cases  
 -cum- III Addl. District Judge,  
 Vijayawada.



- Copy to:
  - 1. The Special Public Prosecutor, CID Cases, ACB Court, Vijayawada
  - 2. The Addl. Superintendent of Police, EOW-II, CID, A.P. Tadepalli

*1/TCB011*

*[Signature]*  
 Chief Administrative Officer,  
 Special Court for SPE & ACB Cases,  
 VIJAYAWADA.

*Dio No; 655*  
*1/7/23*

*A*

**IN THE HON'BLE COURT OF III ADDITIONAL SESSIONS JUDGE**  
**-CUM- SPECIAL JUDGE FOR SPE & ACB CASES, VIJAYAWADA**

**REQUISITION FOR PT WARRANT**

**IN**

**CRIME.NO 16/2022, CID PS, AP, MANGALAGIRI**

Between

The State represented by its

The Addl. Superintendent of Police

Economic Offences Wing-II

Crime Investigation Department

Andhra Pradesh, Mangalagiri.

Petitioner/Complainant.

**AND**

Sri Nara Chandrababu Naidu S/o (late) Karjura Naidu, 74 Yrs, R/o Door  
No.3-781/1, Karakatta Road, Undavalli village, Tadepalli Mandal, Guntur  
D-strict, the then Chief Minister of Andhra Pradesh, Chairman of AP  
Capital Region Development Authority and Co-chairperson of High-Level  
Committee. (A.1)

..... Accused (A-1)

**PETITION FILED ON BEHALF OF PROSECUTION U/S 267 CR.P.C IN**  
**CR.NO.16/2022 U/S 120(B), 409, 420, 34, 35, 36, 37, 166, 167,**  
**217, 218, IPC, AND SEC.13(2) R/W 13(1)(c)&(d) OF PREVENTION**  
**OF CORRUPTION ACT, 1988 OF CID PS, AP, MANGALAGIRI**

**MAY IT PLEASE YOUR HONOUR**

01. It is submitted that, this is a case of Criminal Breach of Trust with a dishonest and fraudulent intention committed by the accused by corrupt or illegal means and by abusing their official position while holding office as Public Servants for obtaining a pecuniary gain without any public interest, in pursuit of their Criminal Conspiracy, with an intention to cheat by concealing the facts, in furtherance of common intention done with a criminal knowledge and caused effect partly by act and partly by omission, intentionally co-operated singly or jointly with other accused, by disobeying the direction of the law knowingly with an intent to cause pecuniary gain for themselves and to others.

02. I further submit that on 27.04.2022, Sri Alla Ramakrishna Reddy, the Hon'ble Member of Legislative Assembly of Mangalagiri Assembly Constituency, Guntur District, Andhra Pradesh presented a written complaint to the Addl. Director General of Police, CID, AP; alleging that the accused (A.1) Sri N.Chandrababu Naidu, the then Chief Minister of Andhra Pradesh & Chairman, APCRDA, A.2 Dr P.Narayana, the then Minister for Municipal Administration and Urban Development Department (MA&UD) & Vice-Chairman, APCRDA, in collusion with other persons involved in the process of finalizing work of preparation of designs and drawings of Inner Ring Road (IRR) and Zonal Development Plans in the AP Capital city area, showed undue favour in order to cause wrongful gains to certain private individuals, who were their close associates and grossly misused and abused their official positions for corrupt motives in finalizing the designs of IRR and Zonal Development Plans. They, by the exercise of official functions, to render favor to some persons, in flagrant abuse of their official position as Chief Minister/ Chairman of APCRDA and as the Minister/Vice Chairman of APCRDA, respectively, were lacking in the twin principles of transparency and accountability. They, along with other public servants and private individuals together conspired, indulged in corrupt or illegal methods for providing illegal and wrongful pecuniary gains to selected persons, with a common intention and with the knowledge that such actions were crimes and disobeyed the law with intent to cause injury to the farmers whose lands got wrongfully notified for acquisition under the Inner Ring Road (IRR). In furtherance of their conspiracy and common objective of indulging in illegal acts at the instance of A.1 Sri. N.Chandra Babu Naidu and A.2 Sri P. Narayana, indulged in framing incorrect documents with the intention to cause injury to the State Exchequer and private persons who are having lands in and around Inner Ring Road and the Capital City area and also about the purchase of lands under sham transactions in and around Seed Development/Start-up area by A-2 in the name of his close associates within the Capital City by having prior knowledge of the location of the Start-up area, in connivance with A-1.

03. I further submit that, the Addl. Director General of Police, CID, AP, Mangalagiri, endorsed the complaint to Sri A. Lakshmi Narayana Rao, Dy. Supdt. of Police, SCRB, CID, to conduct Preliminary Enquiry on the allegations leveled in the complaint and submit Preliminary Enquiry report. The Dy. Supdt. of Police, SCRB, CID, conducted a Preliminary Enquiry and submitted his report to the Addl. DGP, CID, AP.
04. I further submit that, the DSP submitted the Preliminary Enquiry report and recommended that a regular FIR may be registered so as to conduct an in-depth investigation in this regard find out the larger conspiracy.
05. I further submit that, after receipt of Preliminary Report, the Addl. Director General of Police, CID, AP, Mangalagiri issued orders vide C.No.63/EOW-II/CID/2022, dt.09.05.2022, to the Senior Executive Officer (SEO) of CID PS, AP, Mangalagiri, to register a case and also entrusted the case to Sri C. Jayarama Raju, Addl.SP, CID, EOW-II for investigation. **(Annexure-1)**
06. I further submit that, accordingly, the Senior Executive Officer, CID PS, AP, Mangalagiri registered a case in Cr. No. 16/2022, U/s. 120(B), 420, 34, 35, 36, 37, 166, 167, & 217 IPC, Sec.13(2), r/w 13(1)(a) of Prevention of Corruption Act, 1988, of CID PS on 09.05.2022 at 14.00 hours and submitted the Original FIR to the Hon'ble III Addl. Sessions Judge-cum-Special Judge for SPE & ACB Cases, Vijayawada on 09.05.2022 at 14.30 hrs and on the instructions of Addl. Director General of Police, CID, AP, Mangalagiri Sri.C. Jayarama Raju, Addl.SP, EOW-II took up an investigation in this case.
07. During investigation on 16.05.2022 the IO, Addl.SP filed a memo in the Hon'ble III Addl. Sessions Judge-cum-Special Judge for SPE & ACB Cases, Vijayawada altering the section of the law, in this case, U/s 120 (B), 420, 34, 35, 36, 37, 166, 167, 217, 409 IPC and Sec.13(2) r/w 13(1) (c)&(d) of Prevention of Corruption Act, 1988. The Hon'ble Court took the section adding memo on file vide CFR No.850/2022 dt. 16.05.2022 and altered the section of law accordingly.

08. Investigation so far made disclosed that the accused A.1 Sri Nara Chandrababu Naidu who was the then Hon'ble Chief Minister of Govt., of Andhra Pradesh, also acted as the Chairman of AP Capital Region Development Authority, Co-chairman of High Level Committee and Head of the Cabinet.
09. The original state of Andhra Pradesh was bifurcated into two states on June 2, 2014, through "The Andhra Pradesh Reorganisation Act 2014".
10. As per the G.O.Ms.No.262 of General Administration (Poll-C) Department, dt.11.06.2014, **(Annexure-2)** Sri Nara Chandrababu Naidu, Chief Minister, held the portfolios of General Administration Department, Infrastructure, Investment, Industries & Commerce, Public Enterprises, Cinematography, Tourism & All other Portfolios not allocated to others. On the advice of Sri Nara Chandrababu Naidu, the Ministry of Municipal Administration & Urban Development, Urban Water Supply and Urban Planning, was allocated to Sri P.Narayana. Sri Nara Chandrababu Naidu and Sri P. Narayana continued as Chief Minister and Minister for MA&UD till the swearing-in of the new Government in May 2019.
11. On 20.07.2014, the Govt., vide GO.Ms.No 133 MA&UD (M2) Dept., **(Annexure-3, page-2)** constituted an Advisory Committee of Capital City under the Chairmanship of Sri Ponguru Narayana, the then Hon'ble Minister for MA&UD to suggest various aspects regarding the construction of the State Capital to Govt., of AP on (i) Overall conceptualization of the New Capital, (ii) City planning innovations and technologies available for construction of a resource-efficient capital (iii) Available options for financing the construction of the New Capital and (iv) Effective institutional and management systems for the construction and sustainable management of the New Capital.
12. The Advisory Committee under the Chairmanship of A-2, held meetings on 26-7-2014, 9-8-2014, 23-08-2014 and on 13-09-2014. The Committee in its minutes of the 2<sup>nd</sup> meeting held on 09.08.2014 **(Annexure-3, Page 126, Para-8)** noted that *"the Committee discussed the process to be followed for the procurement of Master Planning Consultant and it was felt that the best approach would be*



to conduct a competition to procure the services of a Consortium of Planners led by leading Urban Planner who would initiate the process with the development of high-level concept Master Plan". Whereas the A-1 & A-2 contrary to the above appointed Master Planner on a nomination basis without going for competitive bidding to procure the services.

13. The Council of Ministers in its meeting dt 01.09.2014 (Annexure-3, Page 146) decided to locate the Capital City in a central place of the state, around Vijayawada and also proposed to go for a Land Pooling Scheme to be worked out by a Cabinet Sub-Committee
14. In November 2014, the then Hon'ble Chief Minister of Andhra Pradesh, Sri Nara Chandrababu Naidu (A-1) accompanied by A-2 Sri P.Narayana visited a foreign country (Annexure-4, Page. No.5, Para 2.3) and agreed to take the support in the Master Planning and development of Capital City and its surrounding area.
15. And in furtherance of the discussions held in November 2014, the A1 & A2, decided to execute a Memorandum of Understanding (MoU) on the Master Planning, Development of the Capital Region & Capital city and to engage Private sector entities of a foreign country to be the Master Developer for the development of the Seed Area of the Capital City Andhra Pradesh. (Annexure-4, Page. No.5, Para 2.3).
16. Later two letters were addressed to the Ministry of External Affairs, Govt., of India, and the Ministry of Urban Development, Govt., of India, New Delhi vide Letters Lr. No/PFS(RE)/MEA/SPR/14 dt 05.12.2014 (Annexure-5, Page-1) vide letter No 11376/M2/2014 dt 06.12.2014 (Annexure-5, Page-29) respectively seeking their remarks.
17. Later, a Memorandum of Understanding (MoU) was entered on 08.12.2014 (Annexure-5 Pages-624-630) between Infrastructure Corporation, Andhra Pradesh, and a parastatal entity of a foreign country for engaging Master Planner for drawing up of Master Plans for Capital Region, Capital City, and Seed Development area and also for engaging Master Developer for development of Seed Development Area within Capital City. The MoU also envisaged for constitution of the High-Level Committee and Joint Working Committee. In the High-

-273-

Level Committee, the A-1 acted as Co-chairperson and the A-2 acted as a member of the High Level Committee.

18. Based on this MoU, the next part of conspiracy i.e. appointment of Master Planner on a nomination basis carried out at the behest of A1 & A2. The Master Planner submitted Capital Region Perspective Plan in March 2015, and Capital City Master Plan in May 2015.
19. On 30.12.2014, the Govt., of AP enacted the AP Capital Region Development Act, 2014 and formed the AP Capital Region Development Authority (APCRDA) vide GO.Ms.No 255 dt 30.12.2014 of MA&UD (M2)Dept (Annexure-6) for Planning, Coordination, Execution, Financing, and Undertaking the construction of a new Capital Region. As per sec 4 of the APCRDA Act, 2014, (Annexure-7, page-18) the Chief Minister of Andhra Pradesh is the Chairman of the Authority. The Minister of Municipal Administration and Urban Development is the Vice-Chairman of the Authority.
20. The APCRDA Authority is the final decision-making body in making policy decisions for any development and implementation in the Capital Region within the provisions of the APCRDA Act, 2014. The then Hon'ble Chief Minister, (A1) being the Chairman of the Authority, and the Hon'ble Minister for MA&UD Dept., (A-2) being the then Vice-Chairman of the Authority are responsible for all the decisions taken.
21. The Government of AP notified an extent of 7068 sq. Kms as Andhra Pradesh Capital Region (CR) vide G.O.Ms.Nos. 253 dt. 30-12-2014 and later it extended to 8352.69 sq.km vide GO.Ms.No 207 dt 22-09-2015 (Annexures-8 & 8A) for development under the provisions of the AP CRDA Act, 2014. The Capital Region includes 953 villages, 12 urban local bodies (2-Corporations, 2-Town areas, 8-Municipalities) of 26 Mandals in Guntur District and 30 Mandals in Krishna District.
22. The Government of AP also notified an extent of 122 sq.km as Andhra Pradesh Capital City Area (CA) vide G.O.Ms. Nos. 254 dt 30.12.2014 and later it extended to 217 sq.km vide GO.Ms 141, dt 09-06-2015 (Annexures-9 & 9A) for the construction of the Capital City Development Project under the provisions of the Land Pooling

Scheme. The Capital City area falls in the Guntur District (on the west of the Old National Highway from Prakasam Barrage to Y-Junction at Mangalagiri. It covers 24 Revenue Villages and part of Tadepalli Municipality covering the Mandals of Thullur, Mangalagiri, and Tadepalli

23. The Govt., vide GO.Ms.No 1 dt 01.01.2015 (Annexure-10) issued notification of AP Capital City Land Pooling Scheme (Formulation and Implementation) Rules, 2015 and vide GO.Ms.No 207 dt 08.08.2016 of MA&UD (CRDA.2) Dept., (Annexure-11) issued notification of AP Capital City Land Pooling Scheme (Formulation and Implementation) Rules -2015. As per rule 5(2)(A), the Authority shall guarantee the return of reconstituted land and payment of benefits to the land owners per every acre of original land surrendered. The concept is to allocate a predetermined size of plots to farmers under two types i.e., Residential and Commercial, category wise taking the revenue village as a unit. The residential plots are divided into 494 sub-categories with plot sizes ranging from 120 sq.yds to 25000 sq.yds. Similarly, commercial plots are divided into 497 sub-categories with plot sizes ranging from 30 sq.yds to 25000 sq.yds.
24. As per section 57(2) of the APCRDA act: "The notified area under the final land pooling scheme shall vest absolutely with the Authority or the developer entity, as the case may be, free from all encumbrances, for reconstituting and implementing the land pooling scheme."
25. As per chapter-VIII (Development Schemes):- Section 48(5)(c) (Reconstitution of Plots) of APCRDA Act, 2014 deals with the allotment of reconstituted plots/land by draw of plots. The APCRDA Authority vide its resolution No 36/2016 in its 2<sup>nd</sup> Authority meeting dated 26.04.2016 approved the Plot Allotment Policy of Amaravati under Land Pooling Scheme for returnable plots and authorized the Commissioner, CRDA to implement the Policy.
26. The Govt., by issuing various GOs i.e., (i) GO.Ms.No 544 dt 15.11.2017 (ii) GO.Ms.No 545 dt 15.11.2017 (iii) GO.Ms.No 340 dt 28.06.2018. (iv) GO.Ms.No 342 dt 28.06.2018 of Revenue (Assignment-IV) Department (Annexures 12 to 15) alienated various Govt., lands including (Government Poramboke lands, Kuntas,

Cheruvu, canal, River, Parth, AWD, Tank, Vagu, Channel, Well etc.,) and Assigned lands (vide GO.No 258 & 580), etc., free of cost to the APCRDA, for construction of capital city development project and the APCRDA is the custodian of the entire lands (lands offered under LPS by farmers and alienated Govt., and Assigned Lands).

27. Thus, the A-1 as the Chairman and A-2 as the Vice-chairman of the APCRD Authority being the custodians of the lands offered by the farmers, are responsible to protect the interest of the public.
28. During the investigation, the Ministry of External Affairs, Govt., of India, New Delhi vide email dt 25.10.2022 (**Annexure-16**) informed that (i) "The referred MoU is between two Govt., agencies (Provincial Government Agency and State Agency). It may not be considered as MoU between two Governments. However, A-1 & A-2 got it projected the MoU at CRDA & Govt.'s level as between Govt., to Govt., to avoid competitive bidding.
29. As a part of the conspiracy, the A-1 and A-2 presented a false version to the APCRDA and the Council of Ministers - that the MOU dated 8<sup>th</sup> December, 2014 signed upon by INCAP was Government to Government MOU between the Government of Andhra Pradesh and a Foreign national government and that the MOU created certain conditions to be followed. However, the Ministry of External affairs, Government of India through its reply dated 17.08.2022 refuted this version.
30. During the investigation, the Ministry of Housing and Urban Affairs, Govt., of India vide letter No K-14011/33/2017-IC dt 17.08.2022 (**Annexure-17**) informed that as per available records the erstwhile Ministry of Urban Development Authority (MoUD) had not received letter No. 11376/M2/2014 from the Govt. of Andhra Pradesh seeking comments/views on the draft MoU of 2014 between the Infrastructure Corporation of Andhra Pradesh and a foreign country on the Master Planning and Development of the Capital City and Capital region of Andhra Pradesh which was signed on 08-12-2014.
31. Further, A-1 & A-2 got the MoU dt 08.12.2014 ratified in the Cabinet on 22.04.2015 (**Annexure-4, Page-6**) by projecting the MoU in the note

files and the Cabinet Note as if it was between Govt., to Govt. The Cabinet Note is also silent on the competitive Bidding Selection process.

32. On 31.12.2014, the Finance Department advised ensuring that all further procurements of entities, services, material, etc., which have financial implications are done through competitive bidding, duly following the procurement and tender norms of Govt. of AP and Govt. of India. (Annexure-5, page-263, para-8.1). This advice was ignored in the work order given to the Master Planner.
33. The MoU dt 08.12.2014 was ratified by the Cabinet on 22.04.2015 by projecting the MoU is between Govt., to Govt. Based on the Cabinet Note, the Council of Ministers (i) ratified the MoU, (ii) approved the proposed implementation structure and formation of SPV, and (iii) approved the method for selection of Master Developer as in the APIDE Act, 2001 vide Council Resolution No 70/2015 as agenda item No 5 (Annexure-5, Page 151). The Cabinet agreed to develop the Seed Area through Public Private Partnership (PPP) model.
34. Thus, the MoU dt 08.12.2014 entered at the behest of A1 and A2 is "not" between Govt., of AP and a foreign National Govt., and it is only between two Govt., agencies. Though the MoU is not between two Governments, eventually the MoU was used as a pretext by A-1 & A-2 to engage a Master Planner on a nomination basis.
35. In pursuance of the Cabinet decision, the Govt., of AP vide GO.Ms.No 109 of MA&UD (M2) Dept., dt 02.05.2015 (Annexure-5, Page-167 to 169) established Capital City Development and Management Company (CCDMC) a Special Purpose Vehicle (SPV) under the Companies Act, 2013 for the Development, Implementation, Operation and Management of Amaravati, the new Capital City of Andhra Pradesh and the Govt., vide GO.Ms.No 110 of MA&UD (M2) Dept., dt 02.05.2015 (Annexure-5, Page-171 to 173) framed powers and functions of CCDMC. The nomenclature of the CCDMC (Capital City Development and Management Corporation) was later changed to Amaravati Development Corporation Ltd (ADC)

36. In furtherance of the conspiracy, the Master Planner was closely guided by the APCRDA in designing the Capital Region Perspective Plan, which consists Inner Ring Road (IRR) alignment of Capital City and this agency submitted reports of Master Plans for the Capital City, Capital Region, and Seed Capital to suit the needs of the accused and their associates. The A1 & A2 did not reveal about their personal interests to the officials, the APCRDA or the private entities involved in the planning. The Master Planner teams collected the necessary data from the agencies/departments of the Government of Andhra Pradesh agencies during the period of December 2014 and May 2015. Using this data, the teams selected specific relevant data that can be applied in the development of the Capital City, Capital Region and Seed Development Master Plans. The data was received in several formats including GIS, Autocad, Excel sheets, and hard-copy reports. In January 2015, the Master Planner teams undertook a 2-day site visit to get a first-hand feel of the site and surroundings. All this information was utilized in the site analysis and formation of the plans. The Master Planner submitted the reports of three Draft Master Plans i.e., (i) Capital Region Perspective Plan for 7420 Sq.Km, which consists of Inner Ring Road alignment, in March 2015, (ii) Capital City Master Plan for 391 sq.Kms, in July 2015, and (iii) Seed Development Master Plan for 16.94 sq.Kms, in July 2015.
37. By misleading the APCRDA and the Council of Ministers, the A-1 and A-2 aimed mainly at (i) Awarding the work of preparing the draft perspective plan of the Capital city area to an agency of their choice and to control the decisions on designing all the key issues of the capital area for their own gain.
38. As a part of conspiracy, the A-1 and A-2 awarded the work to a foreign agency on nomination basis, though it was illegal. The foreign agency was completely dependent on the APCRDA and the Ministry of Municipal Administration and Urban Development as it had no local know how. The A-1 and A-2, who controlled the MAUD Department and the APCRDA got the designs made as per their own desires Citing the MOU

39. On 19.06.2015 the then Commissioner, APCRDA, Sri. Nagulapalli Srikanth, IAS, approved the proposal for inviting bids for the consultancy services for the preparation of a Revised Detailed Master Plan for CRDA, and for Land Pooling Schemes for 29 villages in the Capital City. (**Annexure-18B, Page-143**). Accordingly, bids were invited and duly notified in the Newspapers. The following three essential eligibility criteria were cited in the first tender call for the work:
- 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 the audited balance sheet- By lead member/any members of JV.
  - b. Experience in 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 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 the World, by the lead member/any members of JV (Proof of experience from the client is a must for the criteria 2 to 3 above).
38. As per the orders of the Commissioner, APCRDA, a Tender Evaluation Committee was constituted for the evaluation of the tender (Consultancy Services) for the preparation of Concept Master and Revised Detailed Master Plan for CRDA, and for the preparation of Land Pooling Schemes for Amaravati (Capital City) Area of APCRDA with Sri V.Rama Manohara Rao, Director (Finance) as Chairman, Sri K.Purushottam, Director (Procurement) as member/convenor, Sri R.Ramakrishna Rao, Director (Planning), Sri Sirikonda Ramesh, Dean of Studies, SPA, Vijayawada, Prof.Ravi Anand, Dept. of Planning, JNA&FAU, Hyd. (**Annexure-18B, pages-357 to 359**).
39. For the Tender called on 19.6.2015, two bidders, namely M/s Stantec Consulting Pvt. Ltd, Ahmedabad, and M/s Aarvee Associates Pvt. Ltd., Hyderabad participated in the tender process and M/s Aarvee Associates was disqualified in terms of eligibility criteria (**Annexure-18C, page-363**). M/s Stantec Consulting Pvt. Ltd, Ahmedabad was

also disqualified on the grounds that, the projects listed by Stantec Consulting Pvt Ltd., are either not Townships or are only Transportation Projects or are Area Development Projects without focus on two infrastructure facilities/utilities and do not satisfy the minimum eligibility criteria as per the client certification. (Annexure-18C, page-433)

40. On 31.07.2015, the Commissioner, APCRDA, The committee of Heads of Departments of APCRDA which was constituted (Annexure-18C, page-436) vide Proc.Rc.No.C8-1084/2015, dt.31.07.2015, held a meeting on 07.08.2015 and examined all issues pertaining to LPS and further, the committee recommended to revise the eligibility criteria in view of Capital City Master Plan, that the Capital City has been planned as Greenfield City, in the eligibility criteria it is advised to have relevant experience in the following fields also. (a) Delivering a Greenfield City Master Plan of not less than 50 sq.Kms. one in India and one in Global City. (b) To have experience in designing a Cadastral model for a Global City from scratch. (c) Experience in the preparation of Integrated Master Plans and Urban GIS Models. Further, the committee recommended that APCRDA may call for fresh bids again having the changes in RFP for LPS. (Annexure-18C, page-439) The then Commissioner, APCRDA, Sri Naqulapalli Srikanth, IAS, stated during examination dt.11.06.2022, that he approved the proposal of the committee to call for fresh bids as a second call. 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 a nomination basis.
41. The APCRDA did not assess at all the Master Planners, in terms of the same eligibility criteria applied in respect of M/s Stantec Consulting Pvt. Ltd., Ahmedabad, and M/s Aarvee Associates Pvt. Ltd.. Without any verification, the aspect of "Presumption" was applied to this Company, presuming that the Master Planner is well versed in the planning works of the Capital City Master Plan, the city's vision, Goals, and strategies. Further, it was mentioned in the file that by that time, the Master Planner had already gained experience and local knowledge of the APCRDA Capital region and Capital City while preparing the Perspective plan and Capital City Master Plans.



(Annexure-18C, page-448) *This was nothing, but circumventing the tender process.*

42. It was mentioned that the issue was discussed during the review meeting by Sri N.Chandrababu Naidu (A1), the then Hon'ble CM on 14.08.2015, (Annexure-18C, page-473) wherein it was concluded to engage the Master Planner for taking up the detailed Master Plan for Amaravathi Capital City Master Plan with a flimsy ground that the shortage of time and the expertise they already gained, and the same was resolved in 1<sup>st</sup> Authority meeting of the APCRDA on 28.08.2015 vide resolution No. 01/2015. (Annexure-19, Page-4).
43. Therefore, it is clearly established that with dishonest intentions, the work was hurriedly assigned to the Master Planner on a nomination basis by avoiding to call for an open tender even without ascertaining the essential eligibility criteria and without any valid grounds of justification.
44. Thereafter, the said Master Planner submitted Draft Detailed Master Plan to suit the whims and fancies of A1 and A2, under the guidance of the APCRDA headed by A1 & A2. The A1 and A2 finally accepted the plans after certain iterations. As part of a conspiracy, with a dishonest and fraudulent intention, the alignment of an Inner Ring Road (IRR) was incorporated in the Revised Detailed Master Plan, it was designed to cause an escalation in the values of the lands of the accused and their associates.
45. Once the Draft Perspective plan was frozen, a mandate was created for all further designing and execution works that the Draft Perspective Plan shall not be deviated.
46. Further, on 14.08.2015 (Annexure-18C, Page.No 473), in one of the Capital City meetings, A-1 & A-2 decided to engage Master Planner for taking up the detailed Master Plan for Amaravathi Capital City Master Plan on the flimsy reasons that (i) there will be saving of time keeping in view, the 2018 deadline for delivering the land back to the land owners and (ii) the same planner who did the concept will take the single thought process to the detailed level without distortion.
47. Subsequently, A-1 in connivance with A-2 being Chairman and Vice-chairman of CRDA Authority respectively, resolved to engage the

same Master Planner to prepare a detailed Master Plan for 217 sq.km of Amaravati City, and prepare layouts, infrastructure plans, and cadastral frame work for Land Pooling Schemes covering 22,000 land owners at a cost of Rs 11.92 Crores on a nomination basis vide Resolution No 01/2015 dt 28.08.2015 (Annexure-19, Page.4) without going for competitive bidding. Thereby, the A-1 & A-2 without going for competitive bidding, engaged the Master Planner on a nomination basis and created a scenario of causing huge wrongful loss to the public money and Govt., exchequer. If the A-1 & A-2 had preferred for competitive bidding instead of a nomination basis, they would have saved the public money.

48. As per Circular No 18/12/12 dt 11.12.2012 r/w CVC Order No 23/7/07 & No 005/CRD/19 of Govt., of India, Central Vigilance Commission dt 05.07.2007 (Annexure-20) the tendering process or public auction is a basis requirement for award of contract by any Government agency. Any other method, especially the award of contract on a nomination basis would amount to a breach of Article 14 of the Constitution guaranteeing the right to equality which implies the right to equality to all interested parties. The award of contracts/projects/procurements on a nomination basis without adequate justification amounts to restrictive practice eliminating competition, fairness, and equity. Hence, the award of contracts through open competitive bids should remain the most preferred mode of tendering. However, in some exceptional and inevitable circumstances, the contracts may be awarded on a nomination basis; for instance, during natural calamities and emergencies declared by the Government; where procurement is possible from a single source only; where the supplier or contractor has the 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.

49. Despite the above Chief Vigilance Commission's clear guidelines, the A-1 & A-2 awarded the work of Master Planner on nomination basis by violating the guidelines. Thus, the A-1 & A-2 by abusing their official position without public interest caused pecuniary loss to the Govt Exchequer by selecting the Master Planner on a nomination

basis.

50. **Audit queries to APCRDA on allotting work to the Master Planner: (Annexure-21)** On 03.09.2021, the Senior Auditor of Accountant General (Audit), AP at Amaravati raised the following queries on various issues in allotting work to the Master Planner on nomination basis, including Inner Ring Road vide their Letter AG(Audit)/AMG-I/SSAP-13/CA/2021-22/AE/No.32, dt.03.09.2021.

- A. Copies of short-term, medium-term, and long-term or any annual plans assessing the requirement of quantum of land, and financial resources prepared by the Authority for carrying out the construction of the capital city, Amaravati may be furnished. If no such plans were prepared, reasons for non-preparation may be furnished to Audit.
- B. Details of the Agency engaged and criteria of selection for preparation of the Master plan of the capital city and capital region may be submitted. Records such as RFP, Agreement, and other records relating to the preparation of the master plan may be furnished to Audit.
- C. Whether the agency had prepared and submitted the master plan (for the capital city and capital region) within the timelines set by APCRDA.
- D. When was the master plan notified by the Government/APCRDA. Is there any delay in notifying the plan, If there was a delay, Reasons for the same may be furnished.

51. The Master Planner prepared a Detailed Master Plan for the Amaravati Capital City and submitted. It was draft notified on 26.12.2015 by APCRDA. **(Annexure-22, Page-182)**. As per the Draft Detailed Master Plan for Amaravati Capital City submitted by the Master Planner, an Inner Ring Road (IRR) has been proposed for which APCRDA had desired to engage a consultant to conduct a pre-feasibility, feasibility study and for preparing DPR for the Inner Ring Road of Amaravati Capital City with 94 KM length and 75 mtrs wide Right of Way (RoW). **(Annexure-23, Page-1)**

52. On 04.01.2016, the Commissioner of APCRDA, Authority of the APCRDA decided to prepare Feasibility and Design of Alignment by

appointing a consultant through competitive bidding and also decided to issue Notice Inviting Bids (NIB) for pre-Feasibility and Feasibility study, and preparation of Detailed Project Report (DPR) of Inner Ring Road (IRR) as per Draft Perspective plan of Capital City Master Plan. (Annexure-23, Page-2).

53. On 06.01.2016, the Commissioner, APCRDA, sent the file to Addl. Commissioner (C.R. Projects), for remarks, noted that "*please follow World Bank RFP format and include 70:30 QCBS (Quality cum Cost Based Selection) evaluation method*". (Annexure-23, Page-1)
54. The Technical Evaluation Committee in its 3rd meeting held on 11.04.2016 recommended the Bid of STUP Consultants at the quoted rate of Rs.4,46,85,000/- (exclusive of service tax) as the Successful bidder for the acceptance by the Authority. (Annexure-23, Page-8)
55. The Commissioner, APCRDA, vide File No.CE/14/2016, issued a Letter of Acceptance to STUP Consultants Pvt Ltd., Chennai, for a contract value of Rs.4,46,85,000/- and requested to submit Bank Guarantee and issue Acceptance. On 11.04.2016 STUP Consultants Pvt Ltd., furnished the Bank Guarantee No. 0505016BG0001002 from SBI, Mumbai, Dt.11.04.2016 for Rs.22,34,250/- towards 5% of performance security. On 15.04.2016, STUP Consultants Pvt Ltd., Chennai, issued a Letter of Acceptance vide reference E/14557/ATS/CAJ/039, Dt.15<sup>th</sup> April 2016.
56. On 28.04.2016, the Letter of Award was issued in favor of STUP Consultants Pvt Ltd., Chennai, in respect of the engagement of the consultant for conducting a Pre-Feasibility and Feasibility study and for preparing DPR for Inner Ring Road at Amaravati. (Annexure-23, Page-9)
57. The Contract Agreement (Annexure-24) for the pre-feasibility, Feasibility Study, and preparation of DPR for Inner Ring Road was executed on 29.04.2016 between APCRDA and STUP Consultants, Chennai. Sri S. Rama Murthy, Chief Engineer/Director (T&T), APCRDA, signed the Contract Agreement on behalf of APCRDA, whereas Sri A. T. Samuel, Director, STUP Consultants Pvt Ltd., signed

on behalf of Consultant Company.

58. According to the Contract Agreement, the brief scope of work was (a) studying the Technical Feasibility, (b) studying the Socio-Economic Feasibility, (c) preparing the Detailed Project Report (DPR) and Design Estimates (DE). (Annexure-24, page-133&134)
59. The detailed Scope of Work of the Contract Agreement was (a) Conduct detailed Topo and Traffic Surveys (b) Conduct Geo-Technical Investigations © Prepare feasibility report (d) Prepare detailed design and drawings (GAD & GFC) to entire stretch (e) Prepare Cost estimates as per SOR (Schedule of rates) (f) Preparation of Detailed Project Report and assist in technical Scrutiny (g) Prepare standard bid documents (h) Assist in procurement. (Annexure-24, page-135 to 143)
60. As per the clause conditions of the Contract Agreement, the STUP Consultants deployed the experts viz. Sri. N.J. Wesley, Team Leader, Sri. K.Gobi, Urban Engineer, Sri.Y.Murali, Structural Design Engineer, Sri.K.N.Jaya Prakash, Geotechnical Engineer, Sri.V.Krishna Murthy, Quantity Surveyor, Sri.M.Daniel, Asst. Environment Expert, Sri.S.Pandian, Asst. SIA Expert, Sri. A.Abshad Hussain, Asst. Survey Engineer, for the IRR Project without any cost implication.
61. M/s. STUP Consultants Pvt Ltd., requested for a Kick-Off meeting to have an overview of guidelines, existing data, plans, etc., of AP Capital Region and the proposed IRR. The meeting was convened on 04.05.2016 at 04.00 PM at APCRDA Office, Vijayawada. In the meeting, the key experts of STUP and APCRDA officials Mr. N.R.Aravind, Principal Planner, T&T wing, Mr. M.Manojkumar, Associate Planner, T&T wing and Mrs.Y.Sucheta, Assistant Planner, T&T wing attended the meeting on behalf of APCRDA. In the said meeting the APCRDA officials furnished contact details of Mr.N .R.Aravind, Mr.M.Manoj Kumar, and Mrs.Y.Sucheta to STUP team members regarding queries, clarifications and for any communication with regard to the IRR project of APCRDA.
62. One of the key conditions in the agreement with M/s. STUP

Consultants Pvt Ltd binding upon them was, *"As far as possible, the IRR alignment should follow the proposed alignment as per the Draft Master Plan unless otherwise the topography, settlements, terrains, and other natural features, environmental aspects, design and construction aspects and highway safety aspects, etc warrant for corrections/ changes in the alignment wherever required."*  
[Annexure-24, Page-127, para-4.2(ii)]

63. The Detailed Capital City Master Plan was prepared by the Master Planner. The above condition imposed on M/s. STUP Consultants Pvt Ltd., is one key element in the overall conspiracy.
64. The exercise done by the Master Planner was mostly based on computerized data, mostly provided by the APCRDA and other Departments of the State Government of AP, under the control of the A1 & A2.
65. Imposing a condition on M/s STUP that they had to abide by the Draft Detailed Capital City Master Plan prepared by the Master Planner, in the matter of the Inner Ring Road was a part of the conspiracy, as the alignment of the IRR in the Draft Detailed Capital City Master Plan was already prepared under the guidance of the APCRDA, headed by the A1 and A2 and frozen to facilitate the enhancement in the values of the land holdings of the accused and the people connected to them.
66. Even before engaging STUP Consultants, as per the directions of Sr.N.R.Aravind, Principal Planner, T.T.P., three IRR Options were prepared in the T.T.P. wing of APCRDA with the support of the GIS Wing of the APCRDA, considering the various prevailing plans such as Zonal Development Plans, Draft Perspective Plans, the Capital City and Capital Region reports submitted by the Master Planner in existence. The three options prepared by the T&T Wing of APCRDA were shared with STUP Consultants.
67. The APCRDA officials also provided the secondary data for IRR, viz., (i) Proposed ZDP roads, (ii) Statistical Data, (iii) Proposed land use Maps, (iv) Proposed Master Plan, (v) Topographical Maps sheets, (vi) In-house IRR options prepared by APCRDA and (vii) other proposals

like upcoming Railway networks, upcoming Airports and Inland Waterways, etc., to STUP Consultants, for preparation of DPR.

- 68. On 27.09.2016, a meeting was held regarding alternative options of a dedicated freight corridor in AP Capital Region at APCRDA, Vijayawada. (Annexure-25). In that meeting, the STUP Consultants submitted Three (03) alternative options (IRR is divided into 3 sections). They were presented on Google Earth on existing special features, for the alignment of IRR based on Zonal Development Plans, Amaravati Master Plan, and Draft Perspective Plan of Capital Region, assessment of collected traffic data, and existing regional road connectivity.
- 69. During the meeting on 27.09.2016, M/s STUP Consultants recommended the "Alignment Option-I" consisting of a length of IRR about 94 KM with RoW 75 Meters. The recommended alignment is agreed by APCRDA and suggested that IRR alignment of Section-I must follow the proposed new regional Rail link alignment in the western direction. This "Alignment Option-I" was agreed as a preferred option during the meeting and also presented in the review meeting of the then Hon'ble CM, A1 Sri Nara Chandrababu Naidu, who attended the meeting in the capacity of Chairman, APCRDA, on 30.11.2016. The STUP consultants drew the IRR "Alignment Options" and submitted them to the APCRDA.
- 70. On 01.12.2016, the feasible alignment plan prepared by STUP Consultants was submitted to APCRDA through email by Sri.Y.Murali of STUP on 01.12.2016 to Sri.N.R.Aravind (Principal Planner, T&T of APCRDA). (Annexure-26). In Section-2, the alignment was passing through the 100 feet road located between Thadigadapa and Enikepadu.
- 71. After submission of the feasible alignment plan dt.01.12.2016 by STUP Consultants, a series of meetings were held on the IRR alignment plan with the then Hon'ble Minister of MA&UD, (A2) Sri P.Narayana & the APCRDA Officials. On behalf of STUP Consultants, Sri.K.Gobi, and Sri.Y.Murali, used to attend the meetings. After the discussions, STUP Consultants were directed to change the alignment in Section-II from 100 feet road located between Tadigadapa and

- 287 -  
Enikepadu to 2 to 3 km away, and to the east of the 100 feet road.

72. In the meetings, the Commissioner, APCRDA and STUP Consultants briefed and explained to A2 Sri.P.Narayana on the reason for choosing the "Alignment Option-1", which was passing through the existing 100 ft road at Tadigadapa village. On that A2 Sri. P. Narayana, was furious with the consultants and the APCRDA Officers present in the meeting and directed them to change the alignment towards the east of 100 feet road by 2-3 KMs.

N.J.Wesley, K.Gobi, M.Manoj Kumar, N.R.Aravind, and Cherukuri Sreedhar, IAS, corroborated that Sri P.Narayana (A-2) got angry over the STUP Consultants and APCRDA TTP officials while they were explaining the merits of the option-2 in Section-2 and directed the officials to change the alignment from the "100 feet road" and to move it 2-3 KMs to the East. Despite the presence of the building properties in the near vicinity - owned by or on lease with his family members, entities operated by close family members or even himself, A2 Sri.P.Narayana did not declare the facts or that there was a clear case of conflict of interest of him directing the officials on how the IRR had to be located in the vicinity of these properties. As per the CVC Office Order No.71/12/05, Dt.09.12.2005, A2 did not give any undertaking that he has a personal interest in the Companies/Agencies/Institutions along the changed alignment of IRR. The investigation established that the cause for this outburst of Sri.P.Narayana (A-2) as depicted above was owing to the presence of a campus of Narayana Junior College- Shivani Bhavan, Tadigadapa, Vijayawada, which would have suffered an acquisition of land if the IRR were to be notified based on the existing "100 feet road". This was a college founded by Sri.P.Narayana and is now being operated by his family members.

73. Accordingly, the STUP Consultants changed the alignment to the east of the above-said 100 ft road. In all the earlier presentations, only Option-2 in Section-2 (IRR passing Chinakakani-Nuthakki-Tadigadapa 100 ft road-Enikepadu) was preferred. But, based on the directions of A2 Sri.P.Narayana, the alignment was abruptly changed and Option-1 in Section-2 (IRR alignment passing through Chinakakani - Nuthakki - Penamaluru - Nidamanuru) was preferred. The STUP



Consultants were instructed to recommend Option-1 in Section-2 in their alignment report.

74. Accordingly, on 23.12.2016 the STUP Consultants submitted a feasible alignment report (**Annexure-27**) to APCRDA incorporating the changes in alignment "Alignment Option-2" as a feasible alignment option of IRR for Amaravati without making any surveys on social & environmental impact, at that point of time. As it suited their interest, the A1 & A2 did not question their major deficit in the exercise required to propose a plan.
75. The alignment of IRR was changed simply based on the instructions given in the meeting by (A2) Sri.P.Narayana to Sri.N.R.Aravind of APCRDA without making a topographic survey, cadastral survey, social impact, environmental impact survey and without taking the necessary parameters into account and only as per the directions of the APCRDA officials. All these were done as an after-thought after the alignment was finalized based on the instructions of (A2) Sri. P. Narayana.
76. As per the alignment study of STUP for Section-III of IRR, STUP proposed to utilize the proposed NH bypass of the National Highway Authority of India from Nunna to Gollapudi and improve the existing NH-65 from Gollapudi to Kachavaram. The Phase II of IRR connecting Nunna and Kachavaram through Kondapalli Hills, was prepared by APCRDA themselves and STUP did not carry out any topographic survey, cadastral survey, social impact and environmental impact survey for that alignment. M/s STUP did not submit any DPR for Phase II of IRR via Kondapalli Hills. However, the same got to be incorporated in the final notified plan and it is a strong indicator on how the APCRDA, headed by the A1 and A2, acted arbitrarily in taking decisions to suit their personal interests, than practical feasibility or public interest.
77. The STUP prepared the IRR alignment Options with different combinations and incorporated in the Clause 5.5 of the Report on Alignment of IRR submitted to APCRDA on 23.12.2016. The above combinations with different Options of IRR, were incorporated in the IRR alignment report as per oral instructions of the APCRDA Officials.

78. As per the alignment report, the cost of Alignment Option-1 is of Rs 3800 Cr, and the cost of Alignment Option-2 is of Rs 3950 Cr. On 03.01.2017, the APCRDA headed by the A1 & A2 approved the "Alignment Option-2" with a length of 97.5 KM despite the high-cost implication. (Annexure-27, page-56)
79. The feasible Alignment Option-2 of Inner Ring Road for Andhra Pradesh Capital Region of 97 KM with 75 meters Right of Way was ratified in 8<sup>th</sup> Authority meeting held on 08.02.2017 by the Authority which was headed by Sri.N.Chandrababu Naidu (A-1), Sri.P.Narayana (A-2) and others.
80. Analysis of the emails (Annexure-28) and the attached drawings pertaining to the Inner Ring Road gives a clear proof that the alignment of the Inner Ring Road underwent multiple iterations and the changes were suggested and guided by the officials of the APCRDA, who in turn were instructed by A1 & A2. Other connected evidence proves that these changes were made in the interest of the accused, in such a manner that the lands belonging to them were spared from the acquisition to cause wrongful gain to the accused and their associates. Moreover, their lands gained in valuation immensely as a large Inner Ring Road with 75 meters Right of the Way was aligned just adjacent to these lands.
81. Through the nominated consultant, A1 & A2 got prepared the Master Plan for the Capital City, incorporating the Inner Ring Road (IRR). Later, through the employees of APCRDA, the IRR alignment has been changed by the Master Planner to suit the needs of the accused and their companies/entities and thereby made huge wrongful gain to the lands of other accused by modifying the alignment nearer to the lands of Lingamanenis, Heritage Foods and Ramakrishna Housing. After making the changes to suit the requirements of the accused, the modified alignment has been shared to Master Planner before notification and finally, the Master Plan was notified along with the in-house designed alignment of IRR.
82. During the investigation, as per the material gathered, a study was conducted by a Team of Engineers of the Roads and Buildings Department, Government of Andhra Pradesh into the various

parameters which were taken into account before the APCRDA finalized the alignment of the Inner Ring Road, especially the report by M/s STUP Consultants. Vide their report dated 31.10.2020, The Engineers of R&B arrived at a conclusion that the justifications given for the approval of the alignment for the construction of IRR for Amaravati were improper. (Annexure-29).

83. It was opined by the Team of Engineers of Roads & Buildings Department, Govt., of AP that it was an extremely expensive project to take up the IRR in the notified alignment as it would have cost Rs 132 crores per kilometer, whereas in the Six lane Vijayawada bypass being constructed by NHAI to serve the same purpose, it was costing only Rs 88 Crores per Kilometer.

**A.1 Sri.N.Chandrababu Naidu, M/s Heritage Foods Pvt. Ltd., - Lingamaneni Group - the Nexus and abuse of power for personal gains**

84. The Inner Ring road alignment was designed in a systematic manner, starting with the award of work of designing the draft Perspective plan and Master plan of the Capital city to the Master Planner, on nomination basis in violation of extant rules => that the designs of the Master plans were closely guided by the officials of the Government of Andhra Pradesh and the APCRDA, directly reporting to A1 and A2 => the alignment of the IRR underwent several iterations to cause minimal loss of land of the accused by notification for land acquisition and only maximum wrongful gain to the accused and their associates.
85. That the conflict of interest involved in the preparation of the Master plan for the Capital city and the Inner Ring Road was not declared by either A1 or A2. That, M/s Heritage Foods Pvt Ltd and the Lingamaneni group owned a large land bank just adjacent to the boundary of the Capital City. Before June 2<sup>nd</sup>, 2014 i.e. the day the A.P., Reorganisation Act came in to force, the Lingamaneni owned about Ac.355.34 cents in Kantheru, Kaza and Namburu villages which were situated.

86. Between June 2<sup>nd</sup>, 2014 and December 31<sup>st</sup>, 2014 i.e. between the formation of the residuary State of Andhra Pradesh and the declaration of the Capital City of Andhra Pradesh, the Lingamaneni's completed registration on the lands on which they held the General Power of attorney from the earlier period, of **another Ac. 10.538 Cents** in 2014 of SRO Pedakakani on 21.07.2014.
87. Also, M/s Heritage Foods purchased and retained another Acres 8.06 Cents purchased in the adjacent Survey numbers in the same village of Kantheru, Tadikonda Mandal, Guntur Dist. The landbank of the Lingamaneni's and that of M/s Heritage Foods was contiguous and both derived similar benefits from the Master Plan and the alignment of the Inner Ring Road.
88. Relationship between Sri Chandrababu Naidu (A-1) and M/s Heritage Foods Ltd: Sri.Nara Chandrababu Naidu (A-1), former Chief Minister of Andhra Pradesh who has been elected as a Member of the Legislative Assembly from Telugu Desam Party, from the Kuppam Assembly Segment during the year 2014, submitted an affidavit to the Election Commission of India. (Annexure-30). Some of the contents in the said affidavit reflect that Smt. Nara Bhuvaneshwari, wife of Sri Chandrababu Naidu.(A-1) is holding as many as **53,30,826 number of Market Shares of the Company M/s Heritage Foods Limited**. Also, Sri Chandrababu Naidu (A-1) 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](https://en.wikipedia.org/wiki/Heritage_Foods)). At present, Sri N.Chandrababu Naidu (A-1) is not 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 w/o Sri Nara Lokesh is the present Executive Director of the said Company. She is the Daughter-in-law of Sri N.Chandrababu Naidu (A-1).
89. During the investigation, as per the reply dt.30.12.2022 (Annexure-31) received from Heritage Foods Ltd., on 30.07.2014 Heritage Foods Ltd., made a resolution to purchase land from Smt. Movva Srilakshmi, Patamata Vijayawada, and Sri Chigurupati Venkata Giridhar, Sri Lakshmi Kalyani Apartments, Srinagar Colony, Vijayawada, to an extent of Ac.7.21, and Ac.3.20 cents respectively, situated at

- 292 -

Kantheru village, Tadikonda Mandal, for total consideration of Rs.8,00,000/- per acre and registration charges and other incidental charges. The land was purchased on 07.07.2014 & 08.09.2014 respectively. Smt. Nara Bhuvaneshwari as the Vice Chairman & Managing Director and Sri Nara Lokesh as the Non-Executive Director were present during the meeting and favoured the resolution.

90. On 30.07.2014 the Board of Directors of Heritage Foods Ltd., took resolutions to purchase lands from LEPL Projects Ltd., and Lingamaneni Infocity Pvt Ltd., to an extent of Ac.1.35 and Ac.3.20 respectively situated at Kantheru village, Tadikonda Mandal, for a total consideration of Rs.8,00,000/- per acre and registration charges and other incidental charges. The land was purchased on 08.09.2014. Smt. Nara Bhuvaneshwari as the Vice Chairman & Managing Director and Sri Nara Lokesh as the Non-Executive Director were present during the meeting. During the meeting, it was clearly mentioned that Sri Lingamaneni Ramesh (A-3), Sri Lingamaneni Venkata Surya Rajasekhar (A-4), and Kakarla Vinay are the Directors and representatives on behalf of M/s. Lingamaneni Infocity Pvt Ltd., and Lingamaneni Ramesh, Executive Director and representative on behalf of M/s. LEPL Projects Ltd.
91. On 22.09.2014, the Board of Directors of Heritage Foods Ltd., made a resolution to recall and cancel the registrations for purchase of lands from LEPL Projects Ltd., and Lingamaneni Infocity Pvt Ltd., due to a potential litigation. The registrations of the lands were canceled on 07.10.2014. Smt. Nara Bhuvaneshwari as the Vice Chairman & Managing Director and Sri Nara Lokesh as the Non-Executive Director were present during the meeting.
92. The Lingamanenis developed nexus with Sri.Nara Chandrababu Naidu(A1), the then Hon'ble CM, Govt., of AP by offering their Guest House beside River Krishna, at H.No 3-781/1, Karakatta Road, Undavalli Village, Tadepalli Mandal, Guntur District, for the residence of the then CM Sri N.Chandra Babu Naidu (A-1) on free of cost basis. The primary alignment of IRR also caused benefits to the lands of Lingamaneni by way of windfall gain to their lands which came to be adjacent to the IRR. From the resolutions passed by the Board of

Directors of M/s. Heritage Foods Pvt Ltd, it is quite evident that the family members of A1 were acquainted with the A-3 and A-4, their companies, and the locations of their lands. A1 and his family members lived in the same above-said house.

93. Heritage Foods (India) Ltd., is a private limited company and it was incorporated by Sri Nara Chandrababu Naidu (A-1) along with 6 others in the year 1992. One Ms.V.Sudha Sarada is also the Founder Director and Subscriber of Memorandum of Association (MoA) and Articles of Association (AoA). In the year 2013, the name was changed to Heritage Foods Ltd. As per the financials of the FY 2014-15 Smt. Nara Bhuvaneswari held 22.98% of the equity shares, Sri Nara Lokesh held 10.20% of the equity shares, Megabid Finance & Investment Ltd., held 5.28% of the equity shares, Smt. N.Brahmani held 0.44% of equity shares, Sri V.Nagaraju Naidu held 0.25% of equity shares, Sri Nandamuri Balakrishna held 0.09% of equity shares, and the relatives of the Directors Smt. V.Sudha Sarada held 5.48%, Sri Sunil Vadlamani held 0.09%, Smt. Katya NP held 0.13%, and their company Nirvana Holdings Pvt Ltd., held 11.09% of the equity shares. (Annexure-32). Family members of Sri N.Chandrababu Naidu (A-1) family group and their other company held the shareholdings of more than 56%, in M/s. Heritage Foods Limited and they have a controlling interest over the company and they had the ultimate power to appoint the board, which could get unanimous approvals for the transactions. These land purchases were approved through the board controlled by the family members of the A1. All the decisions and resolutions were taken by the Board which comprised their relatives and close associates and the decisions taken were strongly influenced by them.
94. Accommodation of Sri.Nara Chandrababu Naidu (A-1) and his family members in the house belonging to A-3, free of cost:-  
That the house at H.No 3-781/1, Karakatta Road, Undavalli Village, Tadepalli Mandal, Guntur District, belonged to Sri Lingamaneni Ramesh is borne out by the material evidence such as:  
(a) Certificate from Mangalagiri-Tadepalli Municipal Corporation.  
(Annexure-33)  
(b) The Tahsildar, Tadepalli Mandal, Guntur District furnished reply dt.20.03.2023, (Annexure-34) that A1, A5, A6, wife of A6 are

residents of a house in D.No.3-781/1 & Mangalagiri Tadepalli Municipal Corporation new door No.17-3-781/1, as per the addresses of Voter ID Cards.

(c) Notice dt.27.06.2019 u/s.115(1) & 115(2) of APCRDA Act 2014 to Sri Lingamaneni Ramesh, Undavalli village, Tadepalli Mandal, regarding unauthorized building construction in 6 cents in Sy.Nos. 250, 254, 272, 274, Undavalli village, Tadepalli Mandal. **(Annexure-35, page-14)**

(d) Affidavit of Sri.Lingamaneni Ramesh in the Hon'ble High Court, Andhra Pradesh, submitted in W.P.No.14694 of 2019. **(Annexure-36)**

(e) Office of the Asst. Engineer, Operations, APCPDCL, Krishna Nagar, Guntur District, furnished a reply dt.31.01.2023 **(Annexure-37)** stating that in the house bearing H.No.3781/1 only one Service Connection is existing vide SC.No.: HT CRD3882 and it was in the name of Sri Lingamaneni Ramesh.

95. That Sri. N. Chandrababu Naidu used the house of Sri Lingamaneni Ramesh as his residence from July 2017, is borne by the material evidence such as:

- a. The affidavit filed by Sri Nara Chandrababu Naidu (A-1) before the Election Commission of India dated 25.03.2019. **(Annexure-38)**
- b. The affidavit filed before Hon'ble High Court of Andhra Pradesh by Lingamaneni Ramesh, s/o. Poorna Bhaskararao, Gayatri Nagar, Vijayawada, in WP.No.14694 of 2019. **(Annexure-36)**
- c. Letter from Sri Nara Chandrababu Naidu, President, TDP and Leader of Opposition, APLA, GoAP, addressed to the Principal Secretary, GAD, GoAP, dt.02.06.2020. **(Annexure-35, page-193)**

96. That Sri. Nara Lokesh resided in the same house at H.No 3-781/1, Karakatta Road, Undavalli Village, Tadepalli Mandal, Guntur District belonging to Sri Lingamaneni Ramesh is borne out by the material evidence is that the affidavit filed by Sri Nara Lokesh before the Election Commission of India dated 25.03.2019. **(Annexure-39)**

97. Sri Lingamaneni Ramesh (A3) has represented to the Executive Engineer, Krishna Central Division, Vijayawada, stating that he was

holding an extent of Ac.1.29 cents in R.S.No.272/2 & 271 at Undavalli village, Tadepalli Mandal, it was situated on river side of flood bank, opposite to Undavalli, and requested to issue No Objection Certificate for construction of a Swimming Pool with Dress Changing Room in the above site. After verification, E.E., K.C. Division, Vijayawada, issued the NOC by imposing certain conditions such as not to construct it below MFL 23.55 Mtrs. etc., that it should not have any solid compound wall and further the permission is purely temporary and subject to the latest G.O.s. (Annexure-40, page-5)

98. But, Sri Lingamaneni Ramesh (A3) constructed a two-storeyed residential building, swimming pool, and other sheds. On 18.11.2010, the Asst. Executive Engineer, R.C. Inspector Section, Vijayawada, issued a notice to Sri Lingamaneni Ramesh (A3) that the construction at the Karakatta was identified to be violating the Sec.13(1) of River Conservancy Act and again on 14.11.2012 another notice was issued with the same content to furnish the permissions for the unauthorized constructions in the river bank.
99. On 27.06.2019, APCRDA served a Preliminary Orders -cum- Show Cause Notice to Sri Lingamaneni Ramesh (A3) u/s. 115(1) and 115(2) of APCRDA Act 2014, regarding the unauthorized construction in by constructing two-storied buildings, a swimming pool, a helipad and 10 temporary sheds. (Annexure-35, page-15)
100. When Sri. Lingamaneni Ramesh was served a notice dated 27.06.2019 by the APCRDA regarding the illegal nature of the structure constructed by him i.e. the house located at Door No. 3-781/1, Karakatta Road, Undavalli village, Tadepalli Mandal, Guntur District, he replied stating, *"As a token of respect, and as part of 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.* (Annexure-35, page-20)



101. Along with A1, Smt Nara Bhuvanewari, Vice-Chairman & Managing Director, of M/s Heritage Foods Pvt Ltd., Sri Nara Lokesh even though he resigned from Directoship on 31.03.2017, were well aware that the house at H.No 3-781/1, Karakatta Road, Undavalli Village, Tadepalli Mandal, Guntur District belonged to Sri Lingamaneni Ramesh (A-3), with whom they were acquainted through the business transactions between M/s Heritage Foods Pvt Ltd and M/s LEPL and M/s Lingamaneni Infocity Pvt. Ltd. Vide Extract of the Minutes of the 157<sup>th</sup> Meeting of the Board of Directors of the Heritage Foods Ltd., Smt. Nara Bhuvanewari as Vice-Chairman and Managing Director, Sri Nara Lokesh as Non-Executive Director, also participated in the meeting duly held on 30<sup>th</sup> July 2014, (Annexure-31, page-11) for the resolution to purchase lands from LEPL & Lingamaneni Infocity Pvt Ltd., and the subsequent meeting which resolved to cancel the purchase.
  
102. In the Note file pertaining to G.O.Rt.No.3739, dt.21.12.2015 of the General Administration (GH) Department, (Annexure-41) the Principal Finance Secretary noted on 17.11.2015 that 'may be considered duly notifying the premises as the official Camp Office of Hon'ble CM in Amaravati' (Annexure-41, page-10) and it was countersigned by the Finance Minister. According to the information furnished by the Chief Engineer (R&B) Vijayawada regarding expenses incurred for modification and maintenance of the buildings used by former Chief Minister, A1 committed misconduct by approving the release of huge amount around Rs.321 Lakhs (Annexure-42) from the State Exchequer for providing amenities to the un-notified private building which was appropriated by A1 from A3 as a quid-pro-quo / illegal gratification for causing huge wrongful gains to A3 and his entities by framing the IRR alignment adjacent to the lands of A3 and his entities.
  
103. However, the then CM Sri Nara Chandrababu Naidu (A-1) ignored the above and approved the noting at note para 18 which stated "in view of the above, it is submitted for orders, whether as per the advice of the Special CS (GPM, AR & Coordn) and for the time being the Liganamaneni Guest House may be considered as Guest House of Hon'ble CM in the new Capital Region for release of amount towards

- 297 -

providing Electrical Amenities". A formal notification of the house as the residence or camp residence or guesthouse was not done, this was with the pre-meditated intention, as the A1 and his family members wanted to retain the house for their own benefit and under their control. Additions worth several Crores of rupees were made to this property, by spending money from the public exchequer. A formal notification of the house as the residence of the C.M. had to be done under the provision of AP Payment of Salaries & Pension and Removal of Disqualifications Act, 1953.

104. Also, it can be seen from the letters written by A1 Sri N Chandrababu Naidu to the General Administration Department, Government of AP, that he was staying in the said house when he was the Chief Minister and even now. This information was not disclosed by A1 Sri.Nara 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 (A1) as a quid-pro-quo for the gains which accrued to him from the Master Plan for the Capital City, the alignment of the Inner Ring Road and the Zonal Development Plans for Kantheru, Kaza and Namburu villages of Guntur district.
105. A1 had every intention to appropriate the building and land related to A3 in later stages. A1 intentionally omitted notifying the house of A3 as the official camp office of the Hon'ble CM before occupying the same, and committed misconduct by approving the release of huge amount around Rs.321 Lakhs from the State Exchequer for providing additional amenities to the unnotified private building which was appropriated by A1 from A3 as a quid-pro-quo / illegal gratification for causing huge wrongful gains to A3 and his entities by framing the IRR alignment adjacent to the lands of A3 and his entities. This was with the premeditated intention, as the A1 and his family members wanted to retain the house for their own benefit under their control. Additions worth several Crores of rupees were made to this property, by spending money from the public exchequer. However, the accused Sri.N. Chandrababu Naidu and Sri.Nara Lokesh, along with Smt.Nara

Bhuvaneshwari were enjoying the building as a rent-free accommodation, since 2017.

106. Sri N.Chandrababu Naidu (A1) drew House Rent Allowance from 09.06.2014 to February 2019 along with Pay & other allowances. From June 2014 to October 2014 he drawn Rs.50,000/- as House Rent Allowance and further from November 2014 to February 2019 he drew Rs.1 Lakh as HRA per month. (Annexure-43)
107. *Sri.N.Chandrababu Naidu (A-1) was paid a House rent allowance as part of his salary. It implied that he was not staying in any governmental accommodation. At the same time, there was no indication that any rent was paid by A1 Sri N.Chandrababu Naidu to Sri Lingamaneni Ramesh (A-3) for utilizing the said premises. If any rent was paid at a fair market price, it would have been reflected in the banking transactions between A1 Sri N.Chandrababu Naidu and Sri Lingamaneni Ramesh or as GST component paid against the house rent or in the Income Tax returns of Sri Lingamaneni Ramesh (A-3).*
108. As per the Indian Overseas Bank Account 106701000013999 statement of Sri Lingamaneni Ramesh, it is found that on 10.06.2019 Rs.27,00,000/- was credited to the bank account of Sri Lingamaneni Ramesh from Smt. Nara Bhuvaneshwari, VC&MD of M/s. Heritage Foods Limited, through RTGS. The purpose of the money transfer was not noted in the transfer transaction.
109. On 24.09.2019 Sri Lingamaneni Ramesh filed a Writ Petition before the Hon'ble High Court of AP, in which he stated that "As a token of respect the petitioner himself felt that he should contribute the extent possible for the development of the new capital, the petitioner offered his building to the Principal Secretary, MA&UD Department, GoAP, to utilize the residential building either for the residence of the Hon'ble Chief Minister or for such other public purpose".
110. Further, as per the Income Tax Returns filed by Sri Lingamaneni Ramesh (A3), bearing PAN Card No. ABKPL7045B, for the FYs 2014-15 to 2021-22 it is found that he has income from other house properties. 1) The house in D.No.15-14-10, Lingamaneni Corporate House, NH-5, Ramachandra Nagar, Vijayawada, and 2) The house in

632-640; Level-5, 520, Pinnacle Towers, Doncaster Road, Melbourne VAC, Australia. (Annexure-44) In none of the I.T. Returns is seen, any rent from the house bearing D.No.17-3-781/1 (3-781/1), Karakatta Road, Undavalli village, Tadepalli Mandal, Guntur District.

111. On 02.06.2023 the video clippings of Sri N.Chandrababu Naidu and comments of Sri Lingamaneni Ramesh regarding the house at Karakatta, in which Sri N.Chandrababu Naidu is residing, which are present in the Youtube and uploaded by Sakshi TV, TV9 Telugu, and NIDHI TV, were downloaded under the cover of Panchanama. (Annexure-45)
112. In the capacity of the then Chief Minister of AP, Sri Nara Chandrababu Naidu stated in the Legislative Assembly that, "The Lingamaneni's house was a government house and he was residing in it as it belonged to the Government. If the owner gives, it will be acquired under land pooling, otherwise, it will be taken under land acquisition. As he had to reside temporarily and start official functioning, he was staying there. Later, all the constructions will be removed and Tourism etc will come there. It was notified in the Master Plan recently.
113. Further, in the capacity of Leader of Opposition, Sri N. Chandrababu Naidu stated that, "the house in which he was residing was not his building. One Ramesh developed the same and he was residing temporarily. He was only a tenant. He sent a letter to Govt. that he was not having any building here and requested to allot that building to him for functioning as Opposition Leader.
114. Sri Lingamaneni Ramesh held a press meet and stated that "He already handed over the house to the Government. It belonged to the Government and it was acquired under land pooling. He had no connection with that house in any manner."
115. The above facts show the relationship between Sri Chandrababu Naidu (A-1), and M/s Heritage Foods Ltd., which stood to gain directly from the notification of the alignment of the Inner Ring Road and the Zonal Development Plan for Kantheru village. M/s Heritage Foods purchased lands only in Kantheru village, Tadikonda Mandal

← 300 →

in all of Guntur and Krishna Districts put together (i.e. the APCRDA region) in the period from 2014 to 2019. In the same period, they did buy small parcels of land in Bayyavaram village, Kasimkota Mandal of Visakhapatnam Dist, Bobbili Mandal of Vizianagaram Dist, Pamarru Mandal of East Godavari Dist and Vajrakarur Mandal of Anantapur Dist., in the rest of the state. (Annexure-46, page-2) As a part of the conspiracy M/s Heritage Foods purchased lands in a particular area in October 2014 and the adjacent area got notified as the Capital City in December 2014 and the Inner Ring Road got notified in the same vicinity in February 2018.

116. While preparing the Master Plan for the Capital City area, the then Chief Minister Sri Nara Chandra Babu Naidu (A1) and the then Minister Sri P.Narayana (A2), were proactively guided the Master Planner to prepare the Master Plan to suit the whims and fancies of the A1 & A2. Accordingly, the officials of GoAP, APCRDA officials actively guided the Master Planner, to prepare the Master Plan of the Capital City area which turned out ultimately to suit the personal pecuniary interests of the A1 & A2, and their associated accused such as Sri Lingamaneni Ramesh (A3), Sri Lingamaneni Venkata Surya Rajasekhar (A4), and the companies like LEPL Projects Ltd., Lingamaneni Infocity Pvt Ltd., LEPL Smart City Pvt Ltd., Lingamaneni Agriculture developers Pvt Ltd., Lingamaneni Agro Developers Pvt Ltd., Jayani Estates Pvt Ltd., Heritage Foods Ltd and M/s Ramakrishna Housing Pvt. Ltd, etc.

117. The Master Planner prepared the Capital Region Perspective Master Plan indicating the Inner Ring Road (IRR) for the Capital City. The preparation of the Capital Region Perspective Plan and IRR was in accordance with the personal benefits of the A1 & A2 and other accused persons / entities. Capital City Master Plan and Capital Region Perspective Plan were notified on 23.02.2016 by the APCRDA. The Authority decided to engage consultants for feasibility study and preparation of Detailed Project Report for IRR. STUP Consultants Pvt Ltd., Chennai, were selected in competitive bidding. The agreement was made with STUP consultants with a key condition that as far as possible, the IRR alignment should follow the proposed alignment as

per the Draft Master Plan prepared by the Master Planner. M/s. STUP Consultants had availed the Draft Perspective Plan, Inner Ring Road alignment prepared by the Master Planner. As seen from the analysis of the emails of the officials of APCRDA, as described at para.97 and the statements of N.R.Aravind, M.Manoj Kumar, N.J.Wesley, K.Gobi, the alignment of the IRR underwent several changes under the personal guidance of the A1 & A2. The A1 as the Chief Minister and Chairman of the APCRDA and the A2 as the Minister (MA&UD) and Vice-Chairman of the APCRDA were in positions to independently assess any proposals from APCRDA, only after it was vetted by the Commissioner, APCRDA, and the Executive Committee, APCRDA. However, as their personal interests were involved, the A1 & A2 got involved in the day-to-day planning exercise of the Master Planner and M/s. STUP.

118. APCRDA officials provided the secondary data for IRR prepared by the Aarvee Associates, the Master Planner as well as their in-house drawings to STUP Consultants. STUP engineers prepared alignment at the office of CRDA in consultation with CRDA officials to suit the interests of the A1 & A2 and other accused persons / entities in such a manner that the lands belonging to them were spared from the notification for acquisition of land. The lands of Lingamaneni's and Heritage Foods gained in valuation immensely as a large IRR with 75 Mtrs RoW was aligned just adjacent to their lands.

119. The Tahsildars Mangalagiri (Annexure-47) and Tadikonda (Annexure-48) conducted field surveys and submitted reports. The reports indicate that very little land of around Ac.6.77 cents belonging to the Lingamanenis has to undergo land acquisition. But, the other lands of around Ac.307.165 cents in Kantheru Village of Tadikonda Mandal, Kaza village of Mangalagiri Mandal and Namburu village of Pedakakani Mandal, was found adjacent to the proposed IRR alignment, which is a very huge advantage for the said Lingamaneni's Lands.

120. Of the above land bank, about Ac.66.16 cents of land was sold to M/s. Vallabha Feeds, M/s. Capital Newgen, Sri.K.Pawan Kalyan and some others from the IRR, after the notification of the Draft perspective

plan at a highly appreciated value. Lingamaneni Agro Developers Pvt Ltd., possessed Acres 16.54 within 0.5 KM distance, Acres 9.005 between 0.5 to 1.0 KM from the IRR. The Lingamaneni Agro Developers Pvt Ltd., was represented by Sri Lingamaneni Ramesh (A-3). Lingamaneni Agricultural Developers Pvt Ltd., possessed Acres 2.04 within 0.5 KM to 1.0 KM distance from the IRR. The Lingamaneni Agricultural Developers Pvt Ltd., was represented by Sri Lingamaneni Ramesh (A-3). White City Projects International Pvt Ltd., (now presently called as LEPL Smart City Projects Pvt Ltd.) possessed Acres 66.502 within 0.5 KM distance, Acres 16.741 between 0.5 KM to 1.0 KM from the IRR. The Lingamaneni Agricultural Developers Pvt Ltd., was represented by Sri Lingamaneni Ramesh (A-3), Lingamaneni Venkata Surya Rajasekhar (A-4). Vignesh Ventures Pvt Ltd., possessed Acres 6.28 of land within 0.5 KM distance, Acres 2.98 between 0.5 KM to 1.0 KM from the IRR. The Vignesh Ventures Pvt Ltd., was represented by Smt Lingamaneni Swarna Kumari, w/o. Poorna Bhaskara Rao. Lingamaneni Infocity Pvt Ltd., possessed Acres 0.46 cents of land within 0.5 KM distance from the IRR, and the Lingamaneni Infocity Pvt Ltd., was represented by Lingamaneni Venkata Surya Rajasekhar (A-4). LEPL Projects Pvt Ltd., possessed Acres 1.207 cents of land within 0.5 KM distance from the IRR, Acres 4.53 between 1 KM to 1.5 KM distance from the IRR alignment, and the LEPL Project Pvt Ltd., was represented by Sri Lingamaneni Ramesh (A-3). Lingamaneni Estates Pvt Ltd., possessed Acres 3.046 cents of land within 0.5 KM distance, Acres 48.25 between 1 KM to 1.5 KM distance, Acres 72.112 between 1.5 Km to 3.0 KM distance from the IRR. The Lingamaneni Estates Pvt Ltd., was represented by Sri Lingamaneni Ramesh (A-3). Jayani Estates Pvt Ltd., possessed Acres 5.33 within 0.5 KM distance from the IRR alignment, and the Jayani Estates Pvt Ltd., was represented by Lingamaneni Prasanthi, wife of Lingamaneni Venkata Surya Rajasekhar (A4). Lingamaneni Sumana possessed Acres 25.02 of land within 0.5 KM distance, Acres 1.57 cents between 0.5 KM to 1.0 KM distance from the IRR alignment, and the said Lingamaneni Sumana is the wife of Sri Lingamaneni Ramesh (A-3). Ms. Lingamaneni Prasanthi possessed Acres 25.00 of land within 0.5 KM distance from the IRR alignment, and the said Smt. Lingamaneni Prasanthi is the wife of Sri

Lingamaneni Venkata Surya Rajasekhar (A-4). Sri Lingamaneni Ramesh (A3) possessed Acres 0.55 cents of land within 0.5 KM distance from the IRR alignment.

121. In 2014, the Lingamaneni initially sold land Ac 4.553 Cents in Kantheru Village to M/s Heritage Foods Pvt., Ltd. After purchasing lands from M/s. LEPL Projects Ltd., and M/s. Lingamaneni Infocity, realizing that the conspiracy would be revealed too evidently and anticipating the clear establishment of Quid-Pro-Quo angle, as a preventive measure, on 07.10.2014 the Heritage Foods Ltd cancelled the two land purchase transactions made from M/s. LEPL Projects Ltd., and M/s. Lingamaneni Infocity, vide document numbers 8621/2014, 8622/2014 and 8623/2014 of SRO, Pedakakani. Further, Ac.9.67 of land was purchased by Heritage Foods at Kantheru village, but a meager land of about Ac.0.21 belonging to Heritage Foods fell under the land acquisition and was all located just by the side of the IRR alignment.

122. As details of the tentative Draft Master Plan started emerging, the Lingamaneni's (A3 & A4) sold Ac. 26.38 Cents land to M/s. Vallabha Feeds Private Limited around Rs 10.50 lakhs per acre. After the Draft Master Plan was notified in the gazette, the Lingamaneni's sold land to M/s. Capital Newgen Developers LLP – Hyderabad, an extent of Ac 16.91 at an average cost of Rs.35,00,000/- per Acre.

123. As seen from the above, there is a clear and rapid appreciation of the lands in the land bank belonging to the Lingamanenis. Whereas, they had sold each acre of land for Rs 10 lakhs or below in 2014 as seen from the transactions with M/s Heritage Foods Ltd, as soon as the Master plan of the Capital City and the alignment of the Inner Ring Road were notified, the value of each acre of land shot up to about Rs 35 lakhs per acre as seen from the transactions with M/S. Capital Newgen Developers LLP – Hyderabad in 2017.

124. This depicts the huge windfall gains for the Lingamaneni, 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,



← 304 →

not a part of the 29 villages declared as the Capital City and located a few kilometers 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.

125. Further, after ratifying the MoU dt 08.12.2014 and agreeing for selection of Master Developer by the Cabinet on 22.04.2015, the Master Developers submitted their first proposal on 30.10.2015 for the development of a Seed Area of 16.9 sq.km (4184 acres less Govt., Administrative Core i.e., 3560 acres) with a total project cost of Rs 6905.40 Crores with catalytic development of 10 lakh sq.ft.
126. The above said proposal envisaged a partnership between project sponsors and the Govt., of AP. The project sponsors shall incorporate a private limited company along with Govt., of AP called ADP (Amaravati Development Partners) for undertaking the development of the Seed Area and proposed to enter into a CADA (Concession and Development Agreement) with APCRDA and a Shareholder's Agreement (SHA) with CCDMC (ADC). Later, the ADP in turn enter into a Management Agreement with a Company floated by Project Sponsors for implementation and management.
127. After having discussions with A-1 & A-2 in the meeting held on January 2016 (Annexure-4, Page-585 to 587) with regard to finalization of location of the Start-up area, on 21.03.2016, the Master Developer submitted a revised proposal (Annexure-49, Page-961 to 1045), for the development of a 6.84 sq.km Start-up area within Seed Development area of Amaravati Capital City in three phases to develop Public Utility Infrastructure and plots inside and sell these plots to third parties for development as per the approved master plan and undertake Catalytic Development of 8 lakh sft either by itself or through its nominated affiliates with a total project cost of Rs 3137 Crores.
128. 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.

129. After receipt of the revised second proposal on 21.03.2016, the APCRDA invited counter-challenge proposals, from the prospective bidders. Some of the prospective bidders filed writ petitions vide WP. Nos 28042 of 2016 (Annexure-49, Page-2453 to 2469) & 29692 of 2016 (Annexure-49, Page-2825 to 2854) challenging the tender process. On 12.09.2016, the Hon'ble High Court of AP passed an interim stay order (Annexure-49, Page-2869 to 2927) of all further proceedings of the tenders by observing that "*the entire process suffers from illegality and procedural impropriety apart from arbitrariness, jeopardizing public interest*".
130. The further section of this report chronologically details-out the various aspects and irregularities committed by A1 & A-2 by abusing their official position in connivance with other accused in pursuance of their broader conspiracy that took place in the selection of villages (i) Tallayapalem, (ii)-Uddandarayunipalem and (iii) Lingayapalem as Seed area/Start-up area in the Capital City, after the A-2 pooled up a large bank of lands through his close aides (relatives and employees) in connivance with A1.
131. Further Sri.Nara Chandrababu Naidu (A-1) and Sri. Ponguru Narayana (A-2) in connivance with the other accused took a series of following decisions, which eventually caused huge wrongful gains for themselves and their associates in finalizing the location of the Seed Development/Start-up area. The decisions taken by A-1 & A-2 were compulsively approved by themselves in the Authority of the APCRDA meetings and also at the level of the GoAP owing to their positions as the Chief Minister and the Minister for (M&UD Dept).
132. All the decisions of A-1 & A-2 preceded the discussion at the level of the APCRDA, Municipal Administration and Urban Development department, or the Council of Ministers of AP, as it was the then Chief Minister(A-1) and (A-2), who personally agreed upon following key

aspects.

133. On 12.05.2015 & 13.05.2015, the 3rd Joint Working Committee meeting (Annexure-4, Page.No 618) was held and in the minutes, discussions were held about the Seed area that presented the draft Capital City Master Plan to GoAP. This included the Zoning plans and alternative options for leaving the 3 villages within Seed area in situ. (i) Relocation of the village settlements to peripheral land immediately outside the Seed area, with compensated lands dispersed throughout the capital city area, or (ii) Leave the village settlements within the seed area but relocated to affordable housing; compensated land to be outside the seed area. "The meeting discussed the viability of the aforementioned solutions. The common factor in all possible solutions should be that the compensated land cannot be in the seed area as that would leave little developable land, rendering the seed area commercial unviable for a Master Developer(MD)." "The meeting agreed that Chief Minister Chandrababu Naidu would make the final decision on this matter. Agreed to provide the GoAP a deck of slides with the various options and implications of relocation to raise with the Chief Minister."
134. This indicates that A-1 Sri N. Chandrababu Naidu was the main decision maker regarding the Seed Capital/Start-up area, along with A-2.
135. Further, during the investigation, an email dt 11.02.2016 was sent by Sri.Nagulapalli Srikanth, IAS, the then Commissioner, APCRDA to Sri.V.Ramamohara Rao, IRAS, Addl.Commissioner, APCRDA, was traced from the email dump of Sri.V.Ramamohara Rao, IRAS, the then Addl Commissioner, APCRDA. On perusal of the email, it was observed that the then Commissioner, Sri Nagulapalli Srikanth, IAS has noted the deliberations held by A-1 & A-2 in the meetings, and Sri Nagulapalli Srikanth, IAS, the then Commissioner, APCRDA noted those deliberations in an Electronic Journal in his Laptop in a routine course while the proceedings were going on. In one of the notings dt 12.05.2015, Sri. Nagulapalli Srikanth, IAS, the then Commissioner, APCRDA noted (Annexure-50, Page-33 & 34) that *two options were given for the three villages of Tallyapalem, Uddandarayunipalem, and*

Lingayapalem. one relocate all three villages. two, retain the villages as they are and return the FPs adjacent to the seed. Thus, in the discussions, the names of villages (Uddandarayunipale, Lingayapalem, and Taliayapalem) where the start-up/Seed Development area would come in the Capital City, was discussed and can captualised finalized in May, 2015 itself.

136. Later, in the 3<sup>rd</sup> meeting of the High-Level Committee held on 25th May 2015 (Annexure-4 Page-576). Thus, A-1 and A-2 discussed about the villages in the Seed area as mentioned below.

*"The meeting agreed that the 3 villages would have land returned to them outside the seed area. As for the habitations, they would remain in situ at the outset, but the GoAP would persuade them to relocate outside the seed area within 2-3 years to enable the seed to be developed in an integrated manner. The meeting discussed two scenarios.*

*(i) the 3 villages (total area:28.5 ha) join together in a single site just outside the southeast corner of the seed area, or  
(ii) the 3 villages relocate to new district locations.  
The GoAP would study scenarios and make a decision as soon as practicable."*

137. Further, in July 2015, the Master Planner in consultation with APCRDA submitted a Seed Development Master Plan Report (Annexure-51) in July 2015 to GoAP/CRDA along with 3 scenarios of site location of Seed Development in the Capital City. In the Report (Annexure-51, Page-13), it was mentioned under the heading "Site selection Options": *"Before proceeding with the Master plan proposal, a site selection process was undertaken by the Consultants (Annexure-51, Page-14). To select the best-suited location for the SEED development, 3 alternative Site scenarios were presented to the (then) Hon'ble CM and the CRDA based on Site selection criteria." Considering the pros and cons, both from a design point of view and respecting the aspirations of the Andhra Pradesh Govt., a revised final option was prepared that captured the desirable characteristics. The Seed Development focus is retained along with the southern bank of Krishna River.*

138. Thus, As per the Seed Development Master Plan Report submitted by Master Planner in July 2015, 3 alternative site scenarios for Seed Development Areas were presented to the Hon'ble CM and CRDA. The final chosen option for the Seed Development Plan was depicted on Page X of the report. It was also mentioned under the heading "Site Identification", **the final site selection was done after a collective discussion between the Stakeholders and Govt., bodies. (Annexure-51, Page-6)**
139. As per Seed Development Master Plan Report submitted by Master Planner in the month of July-2015, they depicted the diagram of the final chosen Option of location of the Seed Development Area.
140. Further, in Para 2.2 under the heading site context, potential, and challenges, it was mentioned that three (3) small villages exist on the site today including Lingayapalem, Uddandarayunipalem, Tallayapalem (Mandadam). The future land to be returned to the land owners as part of the Land Pooling scheme has been designated in close proximity but outside of the Seed Development area.
141. The Map depicts the Seed Boundary area and the details of existing villages as per the Seed Development Master Plan Report submitted by the Master Planner in the month of July 2015.
142. In para 1.4.3 of the report, it was mentioned that "several meetings were held during the team's stay in Hyderabad that included CRDA Officials and Dr.P.Narayana (A-2), Minister of MA&UD Dept. Thus, A2 had exclusive knowledge about the location of the Seed Development Area of the Capital City.
143. Thus in May 2015 itself, the names of 3 villages (Tallayapalem, Uddandaryunipalem, and Lingayapalem) to be developed as Seed Development Area, were deliberated in the Joint Working Committee meeting and it is evident from the noting of the then Commissioner, CRDA Sri Nagulapalli Srikanth, IAS in his Electronic Journal. (Annexure-50).
144. Further, in the minutes of the 3<sup>rd</sup> Joint Working Committee meeting (Annexure-4, Page No 618) held on 12.05.2015 & 13.05.2015, it was

discussed about the presentation of the Draft Capital City Master Plan including Zoning Plans and alternative options for leaving the three villages within Seed Area in situ or relocation of village settlements to the peripheral land outside the Seed Area. In the meeting, it was agreed that the Hon'ble Chief Minister, Sri Chandrababu Naidu (A-1) would make the final decision on this matter.

145. On 25.05.2015, in the 3<sup>rd</sup> High-Level Committee meeting, a discussion was held about various scenarios for the relocation of 3 villages and a decision to be taken by the GoAP by studying the scenarios. Thus, the A1 and A2 had complete prior knowledge about the location of the Seed Area of the Capital City.

146. In July 2015, the Master Planner submitted a Seed Development Master Plan Report to APCRDA. In the Report, the Master Planner mentioned that "*3 alternative Site scenarios were presented to the (then) Hon'ble CM and the CRDA based on Site selection criteria and final site selection was done after collective discussion between stakeholders and Govt. bodies and also mentioned the names of the villages i.e., (i) Lingayapalem, (ii) Uddandarayunipalem and (iii) Tallayapalem (Maridadam).* Before submission of the Seed Development Master Plan Report, several meetings were held with CRDA Officials and A-2 Sri P. Narayana, the then Hon'ble Minister, MA&UD Dept".

147. Thus, the deliberations about the location of the Seed Development Area and the names of the villages took place in May 2015 itself, and the A-2 having complete prior knowledge about the location of the Seed Capital Area, started purchasing lands in and around the Seed Development area in the names of his close aides during July and August 2015 by transferring huge funds to the accounts of his aides who were his relatives and employees through the account of his wife and other entities belonging to his family members and purchased Agricultural Lands in and around Seed Development/Start-up area on their names during June, July, and August-2015 through sham transactions.

148. Investigation revealed that the Start-up area was the prime area and

the future Financial District for the Capital City. Adjacent to the Start-up area was the proposed Administrative Area, which was designed to have the State Legislative Assembly, the Secretariat, the Government Head Offices, residences of the Governor, Chief Minister, etc. Therefore, the Start-up area would be the first and the fastest area to be developed by utilizing the funds from the Public Exchequer. An investment of Rs 222 Crores towards 42% of equity of the GoAP into ADP, was committed to by the A-1 & A-2 in its agreement (Annexure-52, Page-37) with the Master Developer. Also, the Seed Area/Start-up area was to be the area to be developed first in the Capital area.

149. As a part of the criminal conspiracy, the A-1&A-2 together played the roles in

- a. Nominating a Master Planner on a nomination basis and manipulating the planning process through the APCRDA under their control.
- b. 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;
  - i. 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. (Annexure-53, Page-141) & (Annexure-52, Page-757 to 773)
  - ii. 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.
  - iii. 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).

150. The following series of the flow of funds from the accounts of his wife

and his entities to the accounts of his close associates and purchase of lands, demonstrate as to how Sri.P.Narayana (A-2) utilized the privileged information, procured lands adjacent to the start-up area covering the villages viz., (i) Tallayapalem, (ii) Uddandarayunipalem, (iii) Lingayapalem, (iv) Kondamarajupalem and (v) Rayapudi, through sham transactions and influenced the planners to fix the boundaries of the Seed Capital area for achieving the maximum appreciation for the value of his lands, in connivance with A-1.

- 151.** The then Hon'ble Chief Minister Sri.Nara Chandrababu Naidu, the then MA&UD Minister Sri Ponguru Narayana (A-2) played a key role in fixing the location of the start-up area, owing to his position as Chairman and as the Vice-Chairman of the APCRDA and A-2 using the prior privileged information about the location of the Start-up Area, purchased Acres 58.00 cents of Agricultural lands (Annexures-54 to 60) located in and around the Start-up area during June, July, and August 2015 i.e just before submission of the proposal by the Master Developer in October 2015, for Rs 3,69,45,500/- in the name of Sri.Potturi Prameela Rapuru Sambasiva Rao Sri.Avula Muni Shankar and Varun Kumar Kothapa.
- 152.** At the instance of A-2 Sri Ponguru Narayana, just before the purchase of lands, an amount of Rs 50,00,000/- was transferred to the account of Smt Potturi Prameela Ac.No 08510500003346 of DCB Bank Ltd, Chandanagar Branch on 01.07.2015, from the Bank A/c 630505500320 of ICICI Bank, Patrika Nagar, RR District Branch of NSPIRA Management Services Pvt., Ltd and Smt P. Prameela purchased acres 9.71 cents for Rs 52,16.500/- in July and August 2015.
- 153.** At the instance of A-2 Sri Ponguru Narayana, just before the purchase of lands, an amount of Rs 35,00,000/- was transferred to the account of Sri Rapuru Sambasiva Rao on 22-7-2015 (SBI A/ c-10604281265, Main Branch, Nellore) and also amounts of Rs 35,00,000 and Rs 25,00,000/- on 20-08-2015 and 14-08-2015 (Axis Bank 914010056979360) were credited to the account of Sri Rapuru Sambasiva Rao, from the Accounts (A/c no 630501531135 ICICI, Bank, Himayatnagar, Hyderabad and A/c no 364010176961 of Kotak



Bank, Nellore Branch) of Smt Ponguru Ramadevi w/o Ponguru Narayana and Sri Rapuru Sambasiva Rao purchased acres 25.69 cents for Rs 1,63,47,000/- in July and August 2015.

154. At the instance of A-2 Sri Ponguru Narayana, just before the purchase of lands, transferred an amount of Rs 60,00,000/- to the account of Sri Avula Muni Shankar on 29-06-2015 (Union Bank A/c 116210025000123, Main Branch, Nellore) from the Account (A/c no 630501531135 ICICI Bank, Himayatnagar, Hyderabad) of Smt Ponguru Ramadevi and Sri Avula Muni Shankar purchased acres 14.73 cents for Rs 1,09,29,000/- in July and August 2015.

155. Thus, by transferring the huge amounts the A-2 purchased 9.71 Acres of land in and around the Start-up area for Rs 52,16,500 in the name of Smt Potturi Prameela (w/o Gangineni Dhanunjay: Smt Potturi Prameela (worked as Academic Dean at Narayana Educational Society from May 2012 to April 2015 and later joined M/s NSPIRA Management Services Pvt. Ltd, and has been working as Academic Director since April 2015. Her husband Sri. Gangineni Dhanunjay has also been working as Coordinator in NSPIRA Management Services Pvt. Ltd.

156. Thus, the A-2 purchased the above lands to the extent of acres 9.71 cents in and around the Start-up area for Rs 52,16,500, in the name of his employee Smt Potturi Prameela by transferring and by making cash deposits in her account, as narrated below.

157. On perusal of the Statement of Bank Account vide No 08510500003346 (Annexure-61) of DCB Bank Ltd, Chandanagar Branch, Hyderabad of Smt Potturi Prameela it is revealed that the following amounts were credited into her account just before the registration of above said documents (on the dates-02.07.2015 & 08.07.2015).

158. Deposits in Ac.No 08510500003346 of DCB Bank Ltd, Chandanagar Branch of Potturi Prameela

-313-

S.No	Date	Transaction	Amount in Rs	Remarks
	20.6.2015	She had a net balance of Rs	11,26,891/-	
1.	26.06.2015	By cash	6,00,000/-	Cash deposits made by Ravindrabau (Employee of NSPIRA)
2.	27.06.2015	By cash	9,00,000/-	
3.	01.07.2015	Cheque No 162447, Axis Bank Srinagar Colony	7,00,000/-	Transferred from her husband's account *
4.	01.07.2015	162446, Axis Bank Srinagar Colony	10,00,000/-	Transferred from her husband's account *
5.	01.07.2015	NSPIRA (RTGS)	50,00,000/-	
6.	02.07.2015	162448, Axis Bank Srinagar Colony	8,00,000/-	Transferred from her husband's account *
7.	07.07.2015	13 BOB/Abids (ABD)	6,00,000/-	
8.	07.07.2015	12 BOB/Abids (ABD)	4,00,000/-	
		Total	1,11,26,891	

159. Further, huge unaccounted cash deposits were made into the accounts of her husband by Sri.D.Ravindra Babu, Senior Executive, Accounts Department, M/s NSPIRA Management Services Pvt. Ltd and the same amount was transferred into her account, before the purchase of lands.

160. As per the above table, on 01.07.2015, she received an amount of Rs 50,00,000/- from NSPIRA Management Services Pvt., Ltd. Sri Puneeth Kothapa the son-in-law of Sri Ponguru Narayana (A-2) is the Managing Director and Smt. Sindhura Ponguru, Daughter of Sri. Ponguru Narayana (A-2) is a Director of NSPIRA Management Services Pvt., Ltd. Thus, Sri Ponguru Narayana (A-2) got transferred the amount to the account of Smt Potturi Prameela who is an employee of NSPIRA Management Services Pvt. Ltd), from the company operated by his daughter and son-in-law to purchase the above-said properties.

161. Thus, the A-2, purchased the above lands in the name of Smt Potturi

Prameela with the amounts credited into her account from the account of M/s NSPIRA Management Services Pvt., Ltd and also from the amounts transferred from her husband's account, in whose account unaccounted cash deposits were made by Sri.D.Ravindrababu, Senior Executive, Accounts Department, M/s NSPIRA Management Services Pvt. Ltd., and also with the unaccounted cash deposits made in her account as mentioned above.

162. Further A2 purchased lands in the name Sri Rapuru Sambasiva Rao s/o Koteswara Rao, Treasurer of Narayana Educational Society, resident of First Floor, Flat.No-1, Balaji Manor Apartments, Magunta Layout, Dargamitta, Nellore Town. He is a brother of Smt P Ramadevi w/o Sri P Narayana and also an employee of Narayana Educational Institutions. A-2 purchased acres 25.69 cents of land for Rs 1,60,71,000/- in the name of Sri Rapuru Sambasiva Rao.

163. Money was routed into the account of Sri.Rapuru Sambasiva Rao (by Smt P Ramadevi w/o P Narayana (A-2) and by A-2 through his employee Sri D.Ravindra Babu, Senior Executive, Accounts Department of M/s NSPIRA Management Services Pvt. Ltd., to make sham transactions for the purchase of lands in and around the Seed Capital Area of Amaravati Capital City during the months of July, August-2015.

164. Further A2 purchased land in the name of Sri.Avula Muni Shankar s/o Venkata Muni, r/o Plot.No G6, Ground Floor, Pavani Park, Magunta Layout, Dargametta, Nellore: He is a cousin of Smt P Ramadevi (A-16), w/o Sri P Narayana (A-2) and an employee of Narayana Educational Institutions. A-2 purchased acres 14.73 cents of land for Rs 1,09,29,000/- in the name of Sri.Avula Muni Shankar by transferring a huge amount from Smt P Ramadevi and by making unaccounted deposits in his account.

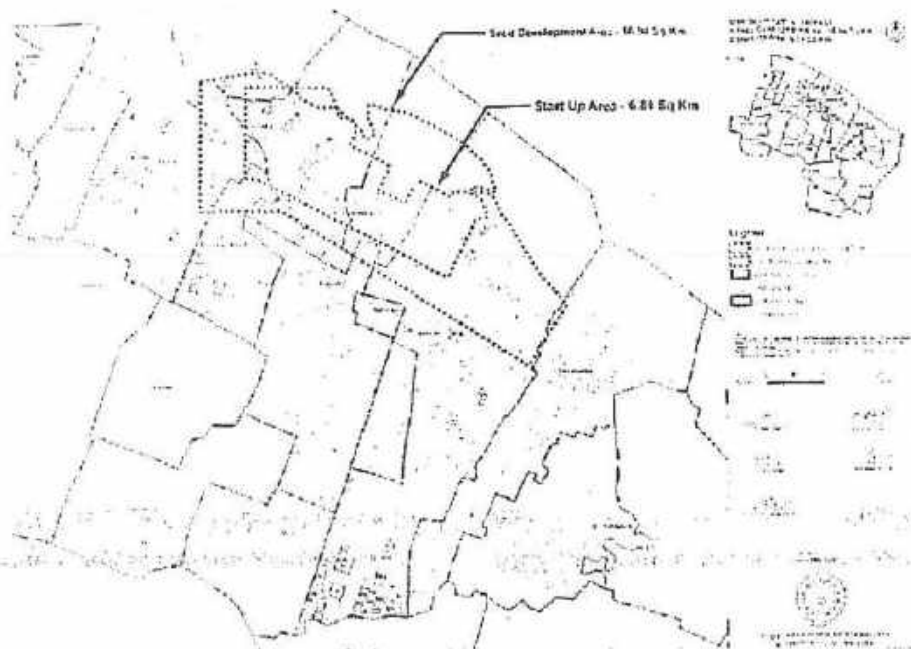
165. The A-2 purchased the above lands in the name of Sri Avula Muni Shankar by transferring huge amounts into the account of Sri Avula Muni Shankar.

166. Thus, the money was routed into the account of Sri.Avula Muni Shankar by Smt P Ramadevi w/o P Narayana (A-2) ., to make sham

transactions for purchase of lands in and around the Seed Capital Area of Amaravati Capital City during the months of July, August-2015 and diverted the annuity into the accounts of Narayana Medical College, under Narayana Educational Society.

167. Further ,Sri. Kothapa Varun Kumar s/o Bipin Gopala Krishna, resident of HSR Layout, Sector-6, 1<sup>st</sup> A Main, 3A, Bangalore South, Bangalore City, Karnataka state, who is the brother of Sri Puneetha Kothapa (son-in-law of A-2) and Director of M/s NSPIRA Management Services Pvt Ltd) purchased acres 07.76 1/2 cents of land for Rs 44,53,000/-, by knowing privileged information from A-2 about location of Seed Development area. He is a Chartered accountant by profession and brother of A-2's son-in-law.

168. During the investigation, the Commissioner, APCRDA furnished a Map, depicting the boundaries of the Seed Development Area (16.9 sq.km) and Start-up area (06.84 sq.km) vide Lr.No MAU61-ADMN/7/2022-OM-Part(I) dt 01.12.2022 (Annexure-62) and also depicting the location of the Agricultural lands purchased by close associates (relatives and employees) of A-2 i.e., Smt.Potturi Prameela Sri.Avula Muni Shankar Sri.Rapuru Sambasiva Sri Varun Kumar Kothapa.



168. During the investigation, vide Lr.No OM-CID-1001/22-OM, dt 08.02.2023 (Annexure-63) the Commissioner, APCRDA furnished two

316

Maps of Seed Capital Area and Start-up area depicting the location and distance of lands purchased by (i) Smt.Potturi Prameela (ii) Sri.Avula Muni Shankar (iii) Sri.Rapuru Sambasiva Rao (iv) Sri.Varun Kumar Kothapa and (v) Sri.Gullapalli Jagadeesh from borders of Seed Capital Area and Start-up area.

S.No	Name of the village	Survey Number	Distance from Seed Development Area (kms)	Distance from Start-up Area (kms)
1.	Lingayapalem	D.No 157/2	Inside Seed Development Area	Inside Start-Up area
2.	Lingayapalem	D.No 152		
3.	Lingayapalem	D.No 23/B	0.28 km	0.61 km
4.	Lingayapalem	D.No 118/A	Inside Seed Development Area	Inside Start-Up area
5.	Lingayapalem	D.No 18	0.37 km	0.74 km
6.	Lingayapalem	D.No 35/A	Inside Seed Development Area	0.39 km
7.	Lingayapalem	D.No 35/C	Inside Seed Development Area	0.39 km
8.	Lingayapalem	D.No 153/B	Inside Seed Development Area	Inside Start-Up area
9.	Lingayapalem	D.No 145/B	Inside Seed Development Area	
10.	Lingayapalem	D.No 109/1	Inside Seed Development Area	
11.	Lingayapalem	D.No 188	Inside Seed Development Area	Inside Start-Up area
12.	Lingayapalem	D.No 140/A	Inside Seed Development Area	
13.	Uddandarayunipalem	D.No 95/C	Inside Seed Development Area	6.42 km
14.	Uddandarayunipalem	D.No 51/B & D.No 51/C	Inside Seed Development Area	Inside Start-Up area
15.	Mandadam	D.No 26/1	Inside Seed Development Area	Inside Start-up area
16.	Mandadam	D.No 294	1.05 km	2.26 km
17.	Mandadam	D.No 15/1	Inside Seed Development Area	0.18 km
18.	Mandadam	D.No 126	0.26 km	1.07 km

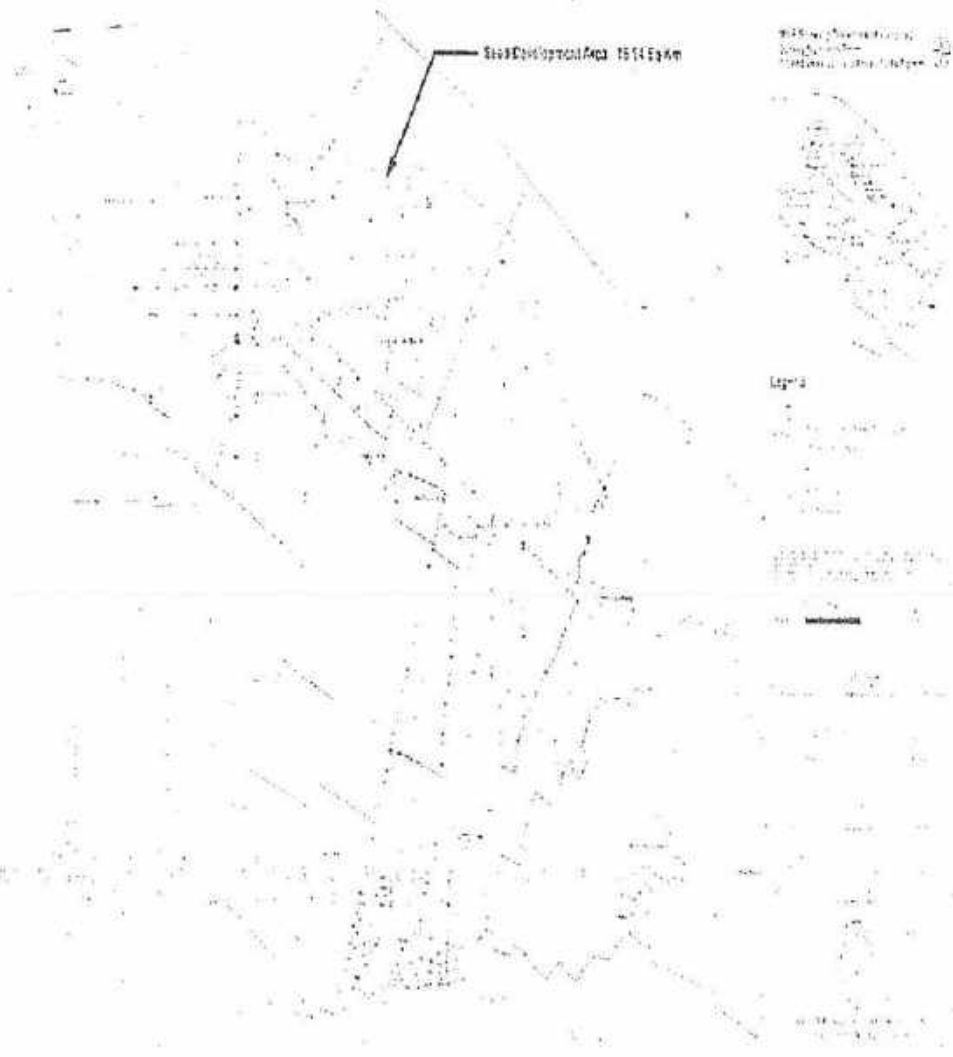
317-

19.	Mandadam	D.No 532/1 & 544/4		
20.	Mandadam	D.No 481/2		
21.	Mandadam	D.No 492		
22.	Mandadam	D.No 466/1A		
23.	Mandadam	D.No 465/4D	5.93 km approximately	6.42 km approximately
24.	Mandadam	D.No 492		
25.	Mandadam	D.No 496/4		
26.	Mandadam	D.No 550/2 & 551/4		
27.	Mandadam	D.No 551/5		
28.	Mandadam	D.No 549/3		
29.	Mandadam	D.No 503/2		
30.	Mandadam	D.No 493/3		
31.	Mandadam	D.No 509/2		
32.	Mandadam	D.No 542/2		
33.	Mandadam	D.No 526/4, 526/5 & 529/4		
34.	Mandadam	D.No 527/6		
35.	Mandadam	D.No 526/4		
36.	Mandadam	D.No 569		
37.	Mandadam	D.No 546/2		
38.	Mandadam	D.No 496/1, 495 & 554		
39.	Mandadam	D.No 538/1		
40.	Mandadam	D.No 527/3 & 527/4		
41.	Mandadam	D.No 493/1		
42.	Mandadam	D.No 544/4		

43.	Mandadam	D.No 465/38		
44.	Mandadam	D.No 493/2		
45.	Mandadam	D.No 541/1		
46.	Mandadam	D.No 548/4		
47.	Mandadam	D.No 507/1		
48.	Mandadam	D.No 302/B	1.78 km	2.93 km
49.	Mandadam	D.No 24/3	in side Seed Development area	Inside start-up area
50.	Rayapudi	D.No 343	Inside Seed Development Area	0.61 km
51.	Rayapudi	D.No 148/A	0.63 km	1.5 km
52.	Rayapudi	D.No 133/B	1.16 km	2.07 km
53.	Rayapudi	D.No 360/1	Inside Seed Development Area	0.54 km
54.	Rayapudi	D.No 92/2A		0.43 km
55.	Rayapudi	D.No 266/3		0.74 km
56.	Rayapudi	D.No 119/A & 119/F	Part inside Seed Development area & Part adjacent to Seed Development area	0.95 km
57.	Rayapudi	D.No 167/B	1.13 km	2.03 km
58.	Rayapudi	D.No 354/1A 354/1B	Inside Seed Development Area	Inside start-up area
59.	Rayapudi	D.No 167/E	1.13 km	2.03 km
60.	Rayapudi	D.No 172/2 0.50	1.05 km	1.95 km
61.	Rayapudi	D.No 213 & 214	1.77 km	2.83 km
62.	Rayapudi	D.No 225/1	1.02 km	1.93 km
63.	Rayapudi	D.No 184/A3 & 191/3	1.88 km	2.81 km & 2.53 km
64.	Rayapudi	D.No 180	1.41 km	2.31 km

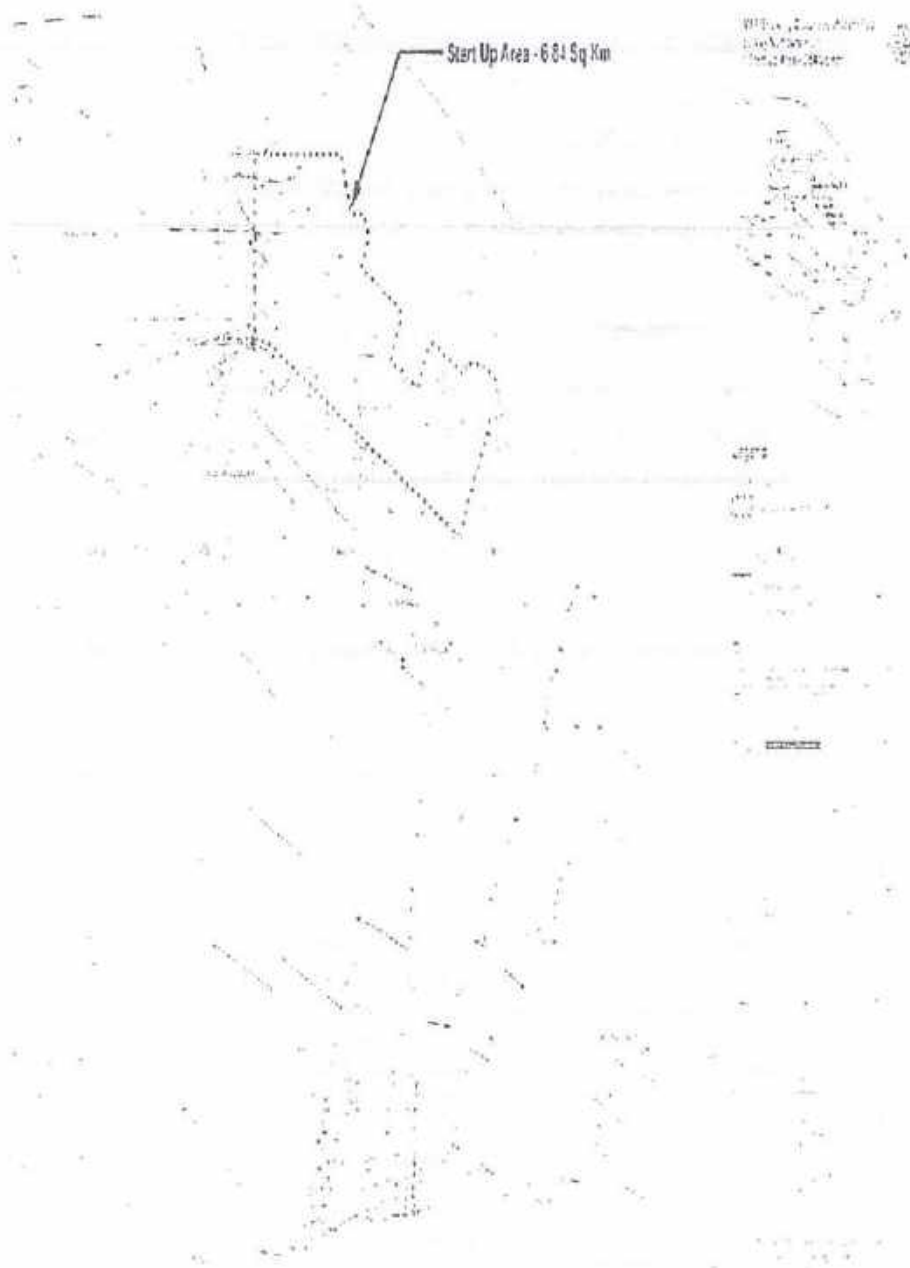
319-

65.	Kondamarajupalem H/o Rayapudi	D.No 55	1.34 km	2.07 km
66.	Rayapudi	D.No 258/B	0.58 km	1.57 km
67.	Kondamarajupalem H/o Rayapudi	D.No 101/D	0.85 km	1.64 km
68.	Rayapudi	D.No 57	0.68 km	1.41 km
69.	Kondamarajupalem H/o Rayapudi	D.No 105/B	1.36 km	2.25 km
70.	Rayapudi	D.No 83/1	Inside Seed Development Area	0.32 km
71.	Rayapudi	D.No 83/1		0.32 km





169. The above Seed Development Area map depicts the location and distance of lands purchased by A-2 in the names of (i) Smt.Potturi Prameela (ii) Sri.Avula Muni Shankar (iii) Sri.Rapuru Sambasiva Rao (iv) Sri.Varun Kumar Kothapa and (v) Sri.Gullapalli Jagadeesh from the border of Seed Capital Area.



170. The above Start-Up Area map depicts the location and distance of lands purchased by A-2 in the names of (i) Smt.Potturi Prameela (ii) Sri.Avula Muni Shankar (iii) Sri.Rapuru Sambasiva Rao (iv) Sri.Varun

-32-

Kumar Kothapa and (v) Sri:Gullapalli Jagadeesh from the border of the Start-up Area:

171. Investigation further revealed that after the purchase of lands by the above close associates of A-2, they surrendered the above lands to APCRDA individually and jointly under Land Pooling Scheme and APCRDA in-turn allotted the reconstituted plots to the close associates of A-2 as mentioned below, as per sec 48 of APCRDA Act, 2014.
172. The above associates of Sri Ponguru Narayana (A-2), i.e. Smt. Potturi Prameela), Sri.Avula Muni Shankar along with Sri Varun Kumar Kothapa ( Brother of Sri Puneeth Kothapa who is the son-in-law of Sri P Narayana) and Sri Rapuru Sambasiva Rao (who is the brother of the wife of A-2) individually and jointly offered the above lands which are located along the boundary of the finally selected start-up area of Seed Capital area to APCRDA for land pooling. The APCRDA in return, allotted the following reconstituted plots to the above persons individually and jointly as mentioned below, in Lingayapalem, Uddandarayunipalem, and Mandadam villages.
173. During the investigation, the Commissioner, APCRDA vide Rc.No MAU61-LND0LPS/176/2022/LND dt 05.05:2022, also furnished the Land Pooling ownership certificates and location of the allotted plots on GIS (Geographic Information System) maps. (Annexure-54)

S.No	Name of the Village	Name of the land owners and Plot Codes	Plot.No	Plot area square yards
1.	Uddandarayunipalem	Potturi Prameela (17-616-2097-22-K7) Commercial	22	630
2.	Uddandarayunipalem	Potturi Prameela (7-396-2077-42-C32) Residential	42	1410
3.	Rayapudi	Rapuru Sambasiva Rao (2-279-3110-17-C15) Residential	17	900
4.	Rayapudi	Rapuru Sambasiva Rao (6-330-3227-3-D78) Residential	3	3750

5.	Rayapudi	Rapuru Sambasiva Rao (5-324-3194-12-J4) Commercial	12	390
6.	Rayapudi	Rapuru Sambasiva Rao (6-345-3241-11-K17) Commercial	11	930
7.	Rayapudi	Avula Muni Shankar (2-275-3085-1-E28) Residential	1	7620
8.	Rayapudi	Avula Muni Shankar (4-308-3120-8-H3) Commercial	8	120
9.	Rayapudi	Avula Muni Shankar (5-317-3149-12-C2) Residential	12	500
10	Rayapudi	Avula Muni Shankar (6-346-3252-5-L72) Commercial	5	3450
11	Lingayapalem	Avula Muni Shankar Potturi Prameela (6-352-2162-26-E49) Residential	26	8880
12	Lingayapalem	Avula Muni Shankar & Potturi Prameela (7-406-2203-3-M14) Commercial	3	4000
13	Mandadam	Avula Muni Shankar Potturi Prameela & Varun Kumar Kothapa (11-502-4137-7-D84) Residential	7	3930
14	Mandadam	Avula Muni Shankar Potturi Prameela & Varun Kumar Kothapa (17-522-4349-4-L16) Commercial	4	1770
15	Mandadam	Avula Muni Shankar Potturi Prameela Varun Kumar Kothapa & Rapuru Sambasiva Rao (16-610-4208-4-D26) Residential	4	2190

16	Mandadam	Avula Muni Shankar Potturi Prameela Varun Kumar Kothapa (A-21) & Rapuru Sambasiva Rao (16-609-4200-9-M74) Commercial	9	6750
17	Mandadam	Avula Muni Shankar Potturi Prameela Varun Kumar Kothapa (A-21) & Rapuru Sambasiva Rao (17-619-4338-8-E318) Residential	8	25000
18	Rayapudi	Varun Kumar Kothapa (5-323-3174-45-B6) Residential	45	390
19	Rayapudi	Varun Kumar Kothapa (5-315-3135-8-H2) Commercial	8	90
20	Kondamarajupalem, H/o Rayapudi	Varun Kumar Kothapa (6-345-1688-14-D50) Residential	14	2910
21	Kondamarajupalem, H/o Rayapudi	Varun Kumar Kothapa (10-466-17773-2-K10) Commercial	2	270
Total extent of allotment				75880 sq.yards

174. Further, in the entire framework of the returnable plots in the APCRDA, very few plots are of the sizes of 6750 square yards, 8880 square yards, and 25000 square yards. These plots were so designed that they had access to the most prominent arterial routes which again connected within a short distance to the Seed Capital access road. This automatically added further value to the plots compared to other plots nearby. (Annexure-65 & 66) Thus, A-1 ensured that A-2 got the benefit of getting 75880 sq.yards of reconstituted plots in the prime location near the start-up area.

175. During the investigation, the Commissioner, APCRDA vide letter.No Rc.No.MAU61-LND0LPS/12/2023 dt 15.02.2023 (Annexure-67) furnished certified copies of 9.18 B forms submitted jointly by: (i) Avula Muni Shankar (ii) Rapuru Sambasiva Rao (iii) Potturi Prameela

and (iv) Varun Kumar Kothapa to APCRDA in respect of the following reconstituted plots.

S.No	Name of the Village	Name of the land owners and Plot Codes	Plot.Code
1	Lingayapalem	Avula Muni Shankar & Potturi Prameela	6-352-2162-26-E49
2	Lingayapalem	Avula Muni Shankar & Potturi Prameela	7-406-2203-3-M14
3	Mandadam	Potturi Prameela, Avula Muni Shankar & Varun Kumar Kothapa	11-502-4137-7-D84
4	Mandadam	Potturi Prameela Avula Muni Shankar & Varun Kumar Kothapa	17-622-4349-4-L16
5	Mandadam	Potturi Prameela Rapuru Sambasiva Rao Avula Muni Shankar & Varun Kumar Kothapa	16-610-4208-4-D26
6	Mandadam	Potturi Prameela Rapuru Sambasiva Rao Avula Muni Shankar & Varun Kumar Kothapa	16-609-4200-9-M74
7	Mandadam	Potturi Prameela Rapuru Sambasiva Rao Avula Muni Shankar) & Varun Kumar Kothapa	17-619-4338-8-E318

176. During the investigation, the Commissioner, APCRDA vide letter No MAUG1-ADMIN/7/2022-OM-Part(I) Dt 20.01.2023 (Annexure-65) and vide Rc.No MAUG1-ADMN/7/2022-OM-Part(2), dt 20.07.2023 (Annexure-66) furnished LPS Maps depicting the location and distance of the returnable plots allotted to the above individuals from Seed Access road, Administrative Govt., Core Area and Start-up area.

325r

S.No	Allottee name of Returnable Plot with Plot Code	Distance from Seed Access Road	Distance from Administrative Govt., Core	Distance from Start-up area
1.	Potturi Prameela (17-616-2097-22-K7)	2.29 km	3.5 km	2.29 km
2.	Potturi Prameela (7-396-2077-42-C32)	0.60 km	2.34 km	0.60 km
3.	Rapuru Sambasiva Rao (2-279-3110-17-C15)	0.79 km	0.54 km	1.60 km
4.	Rapuru Sambasiva Rao (6-330-3227-3-D78)	0.82 km	0.35 km	1.65 km
5.	Rapuru Sambasiva Rao (5-324-3194-12-J4)	1.36 km	2.5 km	3.94 km
6.	Rapuru Sambasiva Rao (6-345-3241-11-K17)	1.46 km	0.69 km	2.39 km
7.	Avula Muni Shankar (2-275-3085-1-E28)	1.16 km	0.75 km	1.80 km
8.	Avula Muni Shankar (4-308-3120-8-H3)	1.27 km	3.20 km	4.47 km
9.	Avula Muni Shankar (5-317-3149-12-C2)	0.36 km	1.75 km	2.85 km
10	Avula Muni Shankar (6-346-3252-5-L72)	1.29 km	0.35 km	1.95 km
11	Avula Muni Shankar & Potturi Prameela (6-352-2162-26-E49)	1.44 km	0.06 km	1.44 km
12	Avula Muni Shankar & Potturi Prameela (7-406-2203-3-M14)	1.68 km	3.05 km	1.68 km
13	Avula Muni Shankar Potturi Prameela & Varun Kumar Kothapa (11-502-4137-7-D84)	0.35 km	4.98 km	1.67 km

-326-

14	Avula Muni Shankar Potturi Prameela & Varun Kumar Kothapa (17-622-4349-4-L16)	3.43 km	4.29 km	3.43 km
15	Potturi Prameela , Rapuru Sambasiva Rao Avula Muni Shankar -& Varun Kumar Kothapa (16-610-4208-4-D26)	3.70 km	3.22 km	3.70 km
16	Potturi Prameela (Rapuru Sambasiva Rao (Avula Muni Shankar(Varun Kumar Kothapa (16-609-4200-9-M74)	3.93 km	2.72 km	3.93 km
17	Potturi Prameela Rapuru Sambasiva Rao Avula Muni Shankar(& Varun Kumar Kothapa (17-619-4338-8-E318)	3.50 km	3.83 km	3.50 km
18	Varun Kumar Kothapa (5-323-3174-15-B6)	0.56km	1.33km	2.48km
19	Varun Kumar Kothapa (5-315-3135-8-H2)	0.86km	2.56km	3.75km
20	Varun Kumar Kothapa (6-345-1688-14-D50)	1.93km	0.25km	2.46km
21	Varun Kumar Kothapa (10-466-1773-2-K10)	2.88km	0.33km	2.88km

177. The Commissioner, APCRDA vide letter No MAU61-LNDOLPS/177/2022-LND dt 12.01.2023 (Annexure-68) furnished the details of Annuity amount as mentioned below paid to Smt.Potturi Prameela Rapuru Sambasiva Rao Avula Muni Shankar and Varun Kumar Kothapa, so far:

S.No	Name	Annuity
1	Smt.Potturi Prameela	40,88,590/-

327-

2	Avula Muni Shankar	69,16,502/-
3	Rapura Sambasiva Rao	60,94,730/-
4	Varun Kumar Kothapa	21,11,660/-
	<b>Total</b>	<b>1,92,11,482/-</b>

178. The relationship among Sri.P.Narayana (A-2), Smt.P.Ramadevi Sri Puneeth Kothapa Smt Potturi Prameela Sri.Rapura Sambasiva Rao Sri.Avula Muni Shankar and Sri Varun Kumar Kothapa is as under:

1. Smt Ponguru Ramadevi is the wife of Sri.P.Narayana(A-2)
2. Sri.Puneeth Kothappa is their son-in-law
3. Sri.Varun Kothapa is the brother of Sri.Puneeth Kothappa
4. Sri.Rapura Sambasiva Rao is the brother of Smt. Ponguru Ramadevi
5. Sri.Avula Muni Shankar is a cousin of Smt. Ponguru Ramadevi
6. Smt.Potturi Prameela is a an employee of M/s NSPIRA Management Services Pvt. Ltd

179. Thus, it is established that Sri.P.Narayana (A-2) who had complete knowledge about the planning of the start-up area, selected the area most convenient to him with the connivance of the A-1 and fixed the Seed Capital area and purchased the above said properties just prior to the publication of the Draft Master plan of the Capital City and the Seed capital area/start-up area in the names of his close aides and relatives (i) Smt Potturi Prameela (ii) Rapuru Sambasiva Rao (iii) Avula Muni Shankar and (iv) Sri Varun Kumar Kothapa through sham transactions.

180. For the sake of appreciation of the value of the above-said plots and with ulterior motives, the A-1 & A-2 in the meeting held on 24.01.2016 and 25.01.2016, A-1 & A-2 suggested to ring-fence and develop just 8 km<sup>2</sup> and a compromise of where the newly decided 8 km<sup>2</sup> start up area will be located was reached and the exact boundaries of the start-up area were worked out and finalized by A-1 & A-2.



Role of Sri.N.Chandrababu Naidu, the then Hon'ble Chief Minister, Govt., of AP.

181. The Investigation so far made disclosed that the A-1 who was the former Hon'ble Chief Minister of Govt., of Andhra Pradesh from 2014 to 2019, also acted as a Chairman of the Andhra Pradesh Capital Regional Development Authority (APCRDA) and Co-chairman of the High-Level Committee (HLC) and Head of the Cabinet. The APCRD Authority is the final decision-making body in making policy decisions for any development and implementation in the Capital Region within the provisions of the APCRDA Act, 2014. The then Hon'ble Chief Minister (A1) being the Chairman of the Authority is responsible for all the decisions taken along with A2 as Minister for Municipal Administration and Urban Development and Vice-Chairman of the APCRD Authority. The evidence collected sofar clearly established the role of the accused.
182. The A-1 got the MoU dt 08.12.2014 ratified in the Cabinet on 22.04.2015 by projecting the MoU in the note files and the Cabinet Note as if it was between Govt., to Govt. The Cabinet Note got initiated by A1 and A2 is also silent on the Competitive Bidding Selection process. Whereas the Ministry of External Affairs, Govt., of India, New Delhi vide email dt 25.10.2022 informed that (i) *The referred MoU is between two Govt., agencies (Provincial Government Agency and State Agency). It may not be considered as MoU between two Governments.* The MoU was not approved by the MoUD Department, Govt. of India, but it was projected by the A-1 & A-2 as the MoU was approved by the Govt. of India. Thus, A-1 & A-2 got projected the MoU at CRDA & Govt., level as between Govt., to Govt., to avoid competitive bidding.
183. In furtherance of conspiracy, the foreign Master Planner was closely guided by the APCRDA in designing the Capital Region Perspective Plan, Capital City Master Plan, Inner Ring Road of Capital City. The Master Planner submitted reports of Master Plan for the Capital City, Capital Region and Seed Capital during the year 2015 to suit the needs of the accused A1 & A2 and their associates.
184. The A-1 in connivance with A-2 engaged the Master Planner to prepare a detailed master plan, layouts, infrastructure plans, a

cadastral framework for a land pooling scheme at a cost of Rs 11.92 Cr on a nomination basis by citing flimsy reasons by violating the CVC guidelines vide Circular No.18/12/12, dt.11.12.2012, and CVC Order No.23/7/07, and No.005/CRD/19 of Govt. of India, CVC, dt.05.07.2007. In spite of the notings of the senior officials that a transparent competitive bidding has to be followed for awarding any works in Capital Region, the A1 & A2 dishonestly awarded the work order to the foreign Master Planner on a nomination basis by avoiding all the extant laws and rules. If the Master Planner was selected through competitive bidding, there would be significant savings of the public exchequer. As the Master Planner was a foreign entity and selected on a nomination basis, the A-1 & A-2 influenced the process of preparing the Master Plans through the APCRDA functioning under their control.

185. On the directions of A1 & A2, during December 2015, the officials of APCRDA guided the Master Planner foreign entity to prepare the Revised Capital City Master Plan consisting Inner Ring Road alignment of Anaravati Capital City to suit the whims and fancies of their family members and close associates, who were figured as accused, for the sake of appreciation of the value of their lands situated at Kantheru, Kaza and Namburu villages. On 26.12.2015 the Plans consisting of the Inner Ring Road alignment were notified by APCRDA.
186. A1 & A2 never declared their conflict of interest, wherein the assets held by the companies controlled by family members of A-1, and the educational institutions of A-2 which were held in the name of his family members got windfall gains by fixing the boundaries of Capital City and formation of Inner Ring Road alignment through the Master Planner.
187. Further, in January 2015, on the directions of A1 & A2, the APCRDA officials issued Notice Inviting Bids for the preparation of a feasible study and Detailed Project Report of Inner Ring Road alignment, with a key condition in the notification that the consultant should follow the proposed alignment as per the Draft Master Plan prepared by the foreign Master Planner which was draft notified by APCRDA on 26.12.2015. Accordingly, STUP Consultants was selected on

competitive bidding, and an agreement was made between APCRDA and STUP Consultants.

188. The APCRDA officials guided the STUP consultants as per the directions of A1 & A2, in violation of the contract agreement, got changed the alignment of Inner Ring Road with several iterations by sitting in the office of APCRDA, to suit the whims and fancies of A1 & A2, by framing the IRR alignment adjacent to the lands of A3, A4, A5, A6 & A7 and their entities. Because of this act, A1 & A2 caused loss to State Exchequer and A3 to A15 got undue benefit. This is gross misconduct of A1 & A2.
189. On the directions of A1 & A2, the Commissioner, APCRDA approved the alignment option with a length of 97.5 KM despite the high-cost implication that the cost of alignment option-2 is of Rs.6260 Crores and the cost of alignment option-3 is of Rs.5380 Crores. Further, A1 & A2 ratified the feasible IRR alignment in the 8th Authority Meeting.
190. 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.
191. A1 intentionally omitted notifying the house of A3 as the official camp office of the Hon'ble CM before occupying the same, and committed misconduct by approving the release of huge amount around Rs.321 Lakhs from the State Exchequer for providing amenities to the un-notified private building which was appropriated by A1 from A3 as a quid-pro-quo / illegal gratification for causing huge wrongful gains to A3 and his entities by framing the IRR alignment adjacent to the lands of A3 and his entities. This was with the premeditated intention, as the A1, A6 & A7 wanted to retain the house for their own benefit under their control. Additions worth several Crores of rupees were made to this property, by spending money from the public exchequer.
192. A1, as a Public Servant, i.e. the then CM, and ex-officio chairman of the AP Capital Region Development Authority, A1 has a responsibility to safeguard the interests of public. But, instead of making public favour decisions, he caused undue benefits towards his family

members and close associates, who were figured as accused and caused huge wrongful gains to them.

193. The A1 conspired with A2 and other accused, fraudulently and dishonestly got changed the IRR alignment with criminal intention by illegal means and by abusing his official position while holding office as a Public Servant which amounts to criminal misconduct of public servant, caused pecuniary gain to his family members, close associates and their entities i.e., who are figured as the accused, and also caused criminal breach of trust by causing wrongful loss to public exchequer and cheated the public by concealing the facts.
194. In the High-Level Committee meeting chaired by A-1 along with A-2, held on 25.05.2015, the proposed Seed Development area location was identified and the names of the villages of the Seed Development area were also deliberated. Thus, the A-1 and A-2 had complete prior knowledge about the tentative location of the Seed Development area in May-2015 itself.
195. Further in July 2015, the Master Planner submitted Seed Development Master Plan Report. In the report, 3 alternative site scenarios were presented to the A-1, A2 and CRDA, and the final site section was done after a collective discussion with stakeholders and Govt., bodies.
196. By using such privileged information, A-2 in connivance with A-1, purchased an extent of Acres 58.00 cents of Agricultural lands in and around the Seed Development Area during June, July, and August 2015 for Rs 3,69,45,500/- in the names of his close aids (relatives & employees) under sham transactions by transferring huge amounts into their accounts.
197. For the sake of appreciation of the value of the lands purchased by A2 near the Seed Development Area and with ulterior motives, the A-1 & A-2 in the meeting held on 24.01.2016 and 25.01.2016, finalized the location of the Start-up area near the land bank purchased by the A-2 in connivance with A-1.
198. Furthermore, A-1 also agreed to a written commitment to invest more than Rs 5500 Crores in developing External Trunk Infrastructure connecting this start-up area. This move can be seen as providing A-

2 with a substantial and unfair advantage to enhance the value of A-2's land bank.

199. As the chairman of the APCRD Authority and with control over the entrusted lands, A-1 has a responsibility to safeguard the interests of the farmers who participated in the Land Pooling Scheme., Instead of acting in the public interest. he showed undue favor to his colleague, A-2, by finalizing the Start-up area near the land bank purchased by A-2, thereby causing undue wrongful pecuniary gains to A-2 at the cost of the public exchequer.
200. Thus the acts of the A-1 have clearly resulted (i) in making a loss to the State Exchequer in the selection of Master Planner on a nomination basis and (ii) in providing pecuniary benefit in the form of wrongful gain to the A-2 by finalizing the start-up area near the land bank of A2.
201. Thus, the A-1 while holding office as a Chief Minister/Chairman of APCRD Authority / Co-chairman of the High-Level Committee, hatched a criminal conspiracy with A-2, with a dishonest and fraudulent intention by abusing and misusing their official position caused pecuniary gain to A2 by finalizing the location of the start-up area near the land bank of A2 who purchased lands in the names of his close associate through sham transactions by having prior knowledge about the location of the start-up area within the capital city. Further A1 and A2 as Chairman and Vice-chairman of the Authority were the custodians and had a domain over the lands entrusted by farmers under the Land Pooling Scheme to APCRDA and also for the Govt lands alienated to APCRDA committed the offense of Criminal Breach of Trust and dishonestly used the property for their pecuniary gain in violation of the directions of the implied laws and rule with an ulterior motive to cause the pecuniary gain/advantage to A-2 by finalizing the location of the start area within the capital city, near the land bank purchased by A2 in the name of A16 to A 21 through sham transaction having prior knowledge about the location of the Start-up area by corrupt and illegal means and by dishonesty concealing the facts.

202. Thus, the acts of A-1 attracts the provisions of u/s 120(B), 409, , 420, 34, 35, 36, 37, 166, IPC and Sec.13(2) r/w 13(1)(c)&(d) of Prevention of Corruption Act, 1988 as the above accused committed criminal breach of trust with a dishonest and fraudulent intention by corrupt or illegal means and by abusing their official position while holding office as public servants for obtaining a pecuniary advantage without any public interest, in pursuance of their criminal conspiracy, with an intention to cheat by concealing the facts, in furtherance of common intention done with a criminal knowledge and caused effect partly by act and partly by omission, intentionally co-operated singly or jointly with other accused, by disobeying the direction of the law knowingly with an intent to cause a pecuniary gain for themselves.
203. Apart from this, a clear case of large wrongful personal gain accrued to A-2, with the support of his A-1 and with the support of his close family members and associates who facilitated sham transactions, exploiting the confidential and privileged information on the possible location of the Seed Area in the Capital City and the misuse of discretionary authority to decide the location of the Seed area, has been demonstrated.
204. The farmers entrusted their agriculture lands to the Govt., and the accused having a domain over the property, the A1 and A2 dishonestly disposed off the property in violation of the directions of law in furtherance of their common intention and did the above acts with criminal knowledge and each of the accused who joined in the acts, have complete such knowledge and caused the effect partly by the commission and partly by omission and the offenses were committed intentionally by cooperation among the accused.
205. It is respectfully submitted that during the course of hearing on Ad-interim attachment orders in CrI.M.P.No 534/2023 & 535/2023, the material pertaining to the case was placed for perusal before the honourable court and the investigation officer also had submitted affidavits dated 16.06.2023.
206. The Hon'ble Court went through the records and issued orders dated 30.06.2023 in CrI.M.P.No 534/2023 & 535/2023 which also includes the ad-interim attachment of the house property at address D.No 17-

3-781/1 located at Karakatta Road, Undavalli Tadepalli mandal under the criminal law amendment ordinance, 1944 -deeming the same as proceeds of crime.

207. On 09.09.2023 at 06.00 hours, the A-1 was arrested in Cr.No 29/2021 of CID PS, AP, Mangalagiri, near RK Function Hall, Gnanapuram, H/o Moolasagaram, Nandyal Town of Nandyal District and produced before the Hon'ble Court and the Hon'ble Court remanded the A-1 for judicial custody on 10.09.2023 in Cr.No 29/2021 of CID PS, AP, Mangalagiri. It is also required to cause A1's presence regularized in this case also.
208. Hence, it is requested to issue PT warrant against the A-1 Sri.N.Chandrababu Naidu, to cause his presence regularized in this case also.
209. In this case, the investigation in respect of larger conspiracy of A1 with other accused is pending and the reasons for arresting the accused are
- I. To ascertain the larger conspiracy of causing wrongful pecuniary gain to A1 and A2
  - II. The acts of the A1 attracted the penal provisions of ten years of imprisonment.
  - III. To prevent the accused from committing any further offence.
  - IV. For the proper investigation of the case.
  - V. Unless the accused, his presence in the court whenever required could not be ensured.
  - VI. The plan and method articulated by the accused with others in the deep rooted conspiracy, and other facts which are within the knowledge of the accused are to be elicited.
  - VII. The accused is highly influenced person and not divulging the information which is within his exclusive knowledge and it has to be elicited.
  - VIII. In this regard, it is submitted that the investigation in this case many more witnesses are to be examined in this case, many crucial documents and other material evidence have to be collected and other follow up action needs to be taken in this case.
  - IX. The A1 is highly influential and he is likely to tamper with/fabricate the evidence in their defense. He is also likely to intimidate,

influence, induce and threaten witnesses connected to this case in direct or indirect manner, jeopardizing the process of investigation.

PRAYER

In the light of facts and circumstances of the instant case, this Hon'ble Court may be pleased to pass an order granting PT Warrant against A-1 to cause his presence regularized in this case, in the interest of justice.

Be pleased to consider.

*(Signature)*  
11.09.23  
Investigation Officer,  
Addl. Supdt. of Police,  
EOW-II, CID, AP,  
Tadepalli.

LIST OF ANNEXURES

S.No	Date and reference of the Document	Description of the Document	No of pages
1	FIR in Cr.No. 15/2022 of CID/PS, AP, Mangalagiri.	Registration of FIR 15/2022 on 09.05.2022.	01-246, 247-248
2	G.O.No.762 of 2014	Section Acting Memo to FIR 15/2022. Portfolio allocation to Ministers during 2014.	02
3	Memo No.154503/CRDA/2022 Dt.13.10.2022 of HARUD Department.	(1) Note file & Current file relates to the formation of the Advisory Committee (2) Note file & Current file relates to the nomination of Sri Khoo Teng Chye, Executive Director, Center for Livable Cities Singapore to the Advisory Committee. (3) Minutes of Meeting of Advisory Committee	110-67 68-16-280 281 to 296
4	U.O.Note.No.GAD01-CAB0MISC/6/2021-CAB-I-3, Dt.16.06.2022 & Memo No. GAD01-CAB0MISC/6/2021-CAB-I-1, Dt.16.06.2022 of the Deputy Secretary to Government, General Administration (Cabinet-1) Department, AP Secretariat, Velapochuru.	Cabinet Resolution No 70/2015 (1-7 pages) ii. Memorandum to the Council of Ministers (3-24 pages) iii. Cabinet Resolution No 159/2016 dt 27.06.2016 (25-28 pages) iv. Memorandum to the Council of Ministers and Annexures 1 to 28 (29-934 pages).	934
5	Memo No.1740538/CRDA.7/2022	Attested copies in respect of Note file & Current Files of (1)	2736



	Dt.09.06.2022 of the Spl.Chief Secretary to Govt., MA&UD Department, Secretariat, Veilagapudi	GO Rt.No.266 Dt.06.05.2016 of MA&UD, 2) GO Ms.No.170 Dt.04.07.2016 of MA&UD, 3) Extension of Mou with Govt.of Singapore signed on 08.12.2014, 4) NF&CF of GO Ms.No.1 Dt.02.01.2017 5) NF&CF of Govt.Memo No.400273/CRDA.2/2016 Dt.14.12.2016, 6) NF&CF of GO Rt.No.581 Dt.22.08.2017, 7) NF&CF of GO Ms.No.179 Dt.08.05.2017, 8) NF&CF of GoAP Memo No.400273/CRDA.2/2017 Dt.03.03.2017, 9) NF&CF of GoAP Memo No.400273/CRDA.2/2017 Dt.14.04.2017, 10) Lr.Dt.22.04.2017 of Singapore Consortium to the Go.of AP, 11) Cabinet Resolution on Swiss Challenge & Implementation Structure Dt.22.04.2015, 12) NFs and Documents pertaining to the tenders floated regarding the Swiss Challenge Proposal for the Develop of Seed Capital Area, 13) Other NFs, Correspondence regarding the signing of CADA and SHA.	
6	GO.Ms.No 255 dt 30.12.2014 of MA&UD (M2) Dept.	Constitution of APCRDA vide GO.Ms.No 255 dt 30.12.2014 of MA&UD (M2)Dept	2
7	APCRDA ACT 2014	Andhra Pradesh Capital Region Development Authority Act 2014	170
8	GO.Ms.No 253 of MA&UD (M2) Dept., dt 30.12.2014	Declaration of AP Capital Region	5
8A	GO.Ms.No 207 of MA&UD (M2) Dept., dt 22.09.2015	Declaration of AP Capital Region (Amendment orders)	8
9	GO.Ms.No 254 of MA&UD (M2) Dept., dt 30.12.2014	Declaration of AP Capital City area	3
9A	GO.Ms.No 141 of MA&UD (M2) Dept., dt 09.06.2015	Declaration of AP Capital City (Revised orders)	3
10	GO.Ms.No 1 of MA&UD (M2) Dept., dt 01.01.2015	Notification of Land Pooling Scheme Rules-2015	68
11	GO.Ms.No 207 of MA&UD (M2) Dept., dt 08.08.2016	Notification of Land Pooling Scheme Rules-2015	14
12	GO Ms.No 544 dt 15.11.2017 of Revenue (Assignment-IV) Department	Alienation of lands to CRDA	2
13	GO.Ms.No 545 dt 15.11.2017 of Revenue (Assignment-IV) Department	Alienation of lands to CRDA	2
14	GO.Ms.No 340 dt 28.06.2018 of Revenue	Alienation of lands to CRDA	2

	(Assignment-IV) Department		
15	GO.Ms.No 342 dt 28.06.2018 of Revenue (Assignment-IV) Department	Alienation of lands to CRDA	2
16	Email dt 25.10.2022 of CDR, Arunava Bhattacharya (osdsouth@mca.gov.in)	Through the email, Ministry of External Affairs clarified that it may not be considered as an MoU between two Governments.	1
17	letter No K- 14011/33/2017-IC dt 17.08.2022 of Ministry of Housing and Urban Affairs, Govt., of India, New Delhi.	Ministry of Housing and Urban Affairs, Govt., of India letter No K-14011/33/2017-IC dt 17.08.2022 they had not received letter No. 11376/M2/2014 from the GoAP seeking comments/views on the draft MoU of 2014	1
18	MAU61-ADMN/7/2022- OM-Part(2) 04.01.2023.	copies of C.No.1084 Note File and Current File regarding selection, process of nomination in favour of Master Planner for the work of preparation of Master Plan	1008
(A B C D)			
19	Reply received from APCRDA vide MAU61- ADMN/7/2022-OM-Part(1) dt 31.12.2022	All Minutes of APCRDA Authority	316
20	Circular No 18/12/12 dt 11.12.2012 r/w CVC Order No 23/7/07 & No 005/CRD/19 of Govt., of India, Central Vigilance Commission dt 05.07.2007	CVC Circular on Tender process.	4
21	OM-1001/2022, Dt.28.01.2023 of the Commissioner, APCRDA	Information from APCRDA regarding reply to the Audit Paras	7
22	MAU61-ADMN/7/2022- OM-Part(3), Dt.28.12.2022 of APCRDA	Detailed Master Plan of the Capital City and its notification.	198
23	MAU61-ADMN/7/2022- OM-Part(2) 31.12.2022.	Note File vide CE-14-2016 regarding engaging STUP Consultants for feasibility study and preparation of DPR for Inner Ring Road	11
24	OM-1001/2022, Dt.28.01.2023 of the Commissioner, APCRDA	Copy of Contract Agreement between STUP & APCRDA, in which several violations were committed like (i) Article 9.1 the Memorandum is not intended to be legally binding on either party, (ii) Article 11.1: the execution, delivery and performance of this memorandum by each party constitutes private and commercial acts by the party and not public and government acts, (iii) key condition binding upon them	310

25	MOM dt.27.09.2016	<p>was, "As far as possible, the IRR alignment should follow the proposed alignment as per the Draft Master Plan unless otherwise the topography, settlements, terrains and other natural features, environmental aspects, design and construction aspects and highway safety aspects, etc warrant for corrections/ changes in the alignment wherever required."</p> <p>APCRDA conducted meeting on 27.09.2016 with APCRDA officials, alternatives on Dedicated Freight Corridor study team (RITES), Regional Railway Connectivity for Amaravati study team (RVNL), IRR study team (STUP Consultants) regarding alternatives of Dedicated Freight Corridor for APCR, New Regional Railway link for Amaravati, Inner Ring Road for Amaravati.</p> <p>STUP Consultants gave a detailed presentation of 03 alternative options of each section (IRR is divided into 3 sections). APCRDA Commissioner finalized IRR alignment wherein Section-II of IRR is crossing at Tadigadapa on NH-65 and Enikepadu on NH-16 passing through existing 100 ft road.</p> <p>On the directions of the A2, STUP Consultants made changes in Section-2 alignment of IRR from 100 feet road to 2-3 KMs east towards Penamaluru on NH-65 and Nidamanuru on NH-16, by siting at APCRDA office itself.</p>	3
26	email from Y.Murali to NR Aravind dt.01.12.2016	Y.Murali of STUP sent an email dt.01.12.2016 to NR Aravind of APCRDA enclosing Feasible Alignment of IRR.	3
27	OM-1001/2022, Dt.28.01.2023 of the Commissioner, APCRDA	STUP consultants submitted report on Alignment of IRR to APCRDA on 23.12.2016 in which they submitted different options to each section of IRR alignment. The cost of Alignment Option-1 is of Rs 5900 Cr, the cost of Alignment Option-II is of Rs 6260 Cr and	93

28	emails collected from APCRDA	the cost of Alignment Option-III is of Rs 5380 Cr. APCRDA copies of important identified 230 emails regarding correspondence between APCRDA officials and STUP Consultants related to IRR alignment	
29	Letter dt.26.10.2022 from Engineer-in-Chief, R&B Dept., regarding report on study of IRR alignment	Report of study conducted by R&B team of engineers on the alignment of IRR was by the Engineer-in-Chief, R&B Department, AP.	6
30	Affidavit filed by Nara Chandra Babu Naidu during 2014 elections	Declaration made by Sri N.Chandrababu Naidu regarding shareholdings of his wife in Heritage Foods Ltd	38
31	Reply dt.30.12.2022 from Heritage from Heritage Foods Ltd.	Information regarding Heritage Foods Limited board meetings, resolutions of Board Meetings etc.	15
32	CO.No.ROCH-T6/CC/014332/AROC/2022/Part-III/3032, DL.18.11.2022.	Asst. Registrar of Companies, ROC, Hyderabad, Shareholding pattern extract from Annual Returns filed by Heritage Foods Ltd.	12
33	ROC No.380/2023/A2, Dt.14.02.2023	Municipal Commissioner Tadepalli reply regarding ownership of Karakatta house as per Property Tax records of Mangalagiri-Tadepalli Municipality.	1
34	Rc.No.244/2023-B, Dt.30.03.2023, of Tahsildar Tadepalli	Information by Tahsildar Tadepalli regarding residents' details as per Voter ID cards, according to which A1, A6 & A7 are residents of Lingamaneni House at Karakatta.	10
35	OM-1001/2022, Dt.28.01.2023 of the Commissioner, APCRDA	Note File regarding Unauthorised construction of Lingamaneni Ramesh at Karakatta Road, Undavalli.	194
36	OM-1001/2022, Dt.28.01.2023 of the Commissioner, APCRDA	Sri Lingamaneni Ramash filed a Writ Petition vide WP.No.14694/2019 before the Hon'ble High Court of AP declaring that he contributed his house to Govt. for residence of CM or for other public purposes.	15
37	Lr.No.AEE/ O / KNIR/F.No.Others/ D.No.105/23, DL.31.01.2023.	Asst. Engineer, Operations, APCPDCL, information regarding electrical service connection owner of Karakatta house existing in the name of Lingamaneni Ramesh	31

38	Affidavit of CBN for General Ele-2019	Declaration of residence address through affidavit filed by N.Chandrababu Naidu during General Ele-2019	38
39	Affidavit-of Nara Lokesh for General Ele. 2019	Declaration of residence address through affidavit filed by Nara Lokesh during General Ele-2019	46
40	Lr.No.CB/Supdt/MC/396M, dt.19.04.2023,	Water Resources Department, K.C.Division, Vijayawada, information regarding issuing NOC and further notices regarding unauthorised constructions by Lingamaneni Ramesh along the Karakatta regarding violation of Sec.13(1) of River Conservation Act, Order passed by Lokayukta, Hyd.	13
41	Memo No.2165403/PROT.B/2023, Dt.04.08.2023 of GAD Department	NF&CF of GO Rt No.3739 regarding sanction of funds for electrical amenities to Lingamaneni Guest House	45
42	Lr.No.CID-AP/Criminal Cases/EE(B)/DEE/AEE6/2022, Dt.26.10.2022	Information regarding expenditure incurred towards modifications and maintenance of building used by former CM	35
43		Information regarding HRA, Pay and allowances paid to former CM	
44	No.ITO(Inv.)/OSD/Unit-IV/VJA/Misc./2023-24, Dt.02.06.2023 of Income Tax Officer, Vijayawada.	Copies of I.T>Returns filed by Sri Lingamaneni Ramesh from 2014 to 2022. Of which in the year 2019 an amount of Rs.27,00,000/- was credited from Smt. Nara Bhuvaneshwari on 10.06.2019 through RTGS in the Indian Overseas Bank Account 106701000013999 of Sri Lingamaneni Ramesh. But, not shown any rental income from the house in D.No.17-3-781/1 at Karakatta.	
45	Mediator Report Dt.02.06.2023	Mediator Report Dt.02.06.2023 regarding video clippings of Sri N.Chandrababu Naidu and comments of Sri Lingamaneni Ramesh regarding the house at Karakatta.	
46	Reply from Heritage dt.12.09.2022	Information regarding Heritage Foods Limited board meetings, resolutions of Board Meetings etc.	31
47	Rc.No.DT/1204/2022, Dt.01.12.2022 of Tahsildar Mangalagiri	Tahsildar Mangalagiri information and survey report	74

- 341 - - 340 -

48	Rc.No.170/2022-DT, Dt.15.09.2022 of Tahsildar Tadikonda reply with Map	with Map regarding distance of certain Sy.Nos. from IRR. Tahsildar Tadikonda information and survey report with Map regarding distance of certain Sy.Nos. from IRR.	34
49	Rc. No. 1001/2022, dt 07.07.2022 of Sri.VivekYadav, IAS, Commissioner, APCRDA, Vijayawada.	Volume-I to 4 Books containing (i) Attested copy of File Lr.No 14024(34)/2016, dt 14.06.2016 of the Commissioner, (ii) Note file & Current file related to Lr.No 14024(34)/2016 dt 14.06.2016 of the Commissioner, APCRDA	3002
50	E.Mail of N.Srikanth, IAS, APCRDA, Dt.11.02.2016 to Rama Manohar, APCRDA.	Sri Nagulapalli Srikanth, Commissioner, APCRDA sent an email on 11.02.2016 at 21.48 hrs., by enclosing Singapore Record of Discussions document.	70
51	File No MAU61- ADMIN/7/2022-OM-Part(2) Dt.15.12.2022 of the Commissioner, APCRDA, Vijayawada.	Copy of i) Master Plan for the Capital Region released by GoAP as mentioned in October 2015 Proposal by OPP ( Pages 1 to 132) and copy of (ii) Seed Development Master Plan Report, July 2015 as mentioned in October 2015 Proposal by Singapore Consortium (Pages 1 to 122)	255
52	Lr.Dt.14.06.2022 of the Chairman & Managing Director, Amaravati Development Corporation Ltd., Vijayawada.	Reply dt 14.06.2022 of Sri.D.Venkatachalam, Senior Audit Officer, ADCL submitted documents of CADA, SHA, and other documents	941
53	Letter No.MAU-61- ADMIN/7/2022-OM-(part(3)) Dt.28.12.2022 of Sri.VivekYadav, IAS, Commissioner, APCRDA, Vijayawada.	Attested copies relating to Swiss Challenge Proposals.	252
54	Letter No. nil/2022 dated 27- 10-2022 of Smt P. Naga Sailaja, Joint SRO -141, Tadikonda.	certified copies of documents (i) 4664/2015, (ii) 4665/2015, (iii) 4666/2015, (iv) 4821/2016, (v) 4822/2015 and (vi) 4824/2015 belongs to Potturi Prameela.	156
55	Letter No. nil/2022 dated 31- 10-2022 of Smt P. Naga Sailaja, Joint SRO -141, Tadikonda.	certified copies of documents (i) 4663/2015, (ii) 4752/2015 belongs to Potturi Prameela (iii) 5719/2015, (iv) 5718/2015, (v) 5721/2015, (vi) 5720/2015, (vii) 5722/2015 belongs to KothapaVarun Kumar and (viii) 5847/2015 belongs to RapuriSambasivaRao.	222

56	Letter No. nil/2022 dated 01-11-2022 of Smt P. Naga Sailaja, Joint SRO -141, Tadikonda.	certified copies of documents (i) 5693/2015, (ii) 5694/2015, (iii) 4825/2015, (iv) 4841/2015, (v) 4949/2015, (vi) 4961/2015, (vii) 5076/2015, (viii) 5078/2015, (ix) 5221/2015, (x) 5234/2015, (xi) 5233/2015, (xii) 5226/2015, (xiii) 5220/2015, (xiv) 5228/2015 belongs to Avula Muni Shankar.	393
57	Letter No. nil/2022 dated 14-11-2022 of Smt P. Naga Sailaja, Joint SRO -141, Tadikonda.	certified copies of documents (i) 4823/2015, (ii) 4640/2015, (iii) 4779/2015 belong to Potturi Prameela	100
58	Letter No. nil/2022 dated 31-10-2022 of M.Sharil Babu, SRO, Mangalagiri.	the attested copy of the documents vide Doc. Nos.12154/2015, 12221/2015 belongs to Potturi Prameela, Doc. Nos.12023/2015, 10389/2015, 10388/2015 belongs to Avula Muni Shankar, Doc. Nos. 11024/2015, 11082/2015, 11217/2015, 11280/2015, 11419/2015, 11535/2015, 11523/2015, 11612/2015, 11615/2015, 11607/2015, 11610/2015, 11609/2015, 11614/2015, 11595/2015, 11601/2015, 11600/2015, 11597/2015, 11596/2015, 11640/2015, 11613/2015, 11728/2015, 11761/2015, 11839/2015, 11594/2015, 11595/2015, 10851/2015 belongs to Rapuru Sambasiva Rao, Doc. Nos. 11002/2015, 11404/2015, 11605/2015, 11608/2015, 11606/2015 belongs to KothapaVarun Kumar and Doc. Nos. 14310/2015 & 2090/2016 belongs to Gullapalli Jagadish.	1150
59	Letter No. nil/2022 dated 14-11-2022 of M.Sharil Babu, SRO, Mangalagiri.	He the attested copy of the document vide Doc. No. 11218/2015 belongs to Rapuru Sambasiva Rao	25
60	Letter No. nil/2022 dated 22-11-2022 of M.Sharil Babu, SRO, Mangalagiri.	Attested copy of the document vide no.11533/2015 belongs to KothapaVarun Kumar.	29
61	Lr.Dt.25.10.2022 and 09.11.2022 of Branch Service & Operations Manager, DCB Bank, Chanda Nagar, Hyderabad	Savings Bank Account Statements of 1) Potturi Prameela bearing Nos. 08510500003346 & 08512417091998 from 2012 to 2019 of DCB Bank, Chanda Nagar, Hyderabad along with	50

		Certificate U/S 65-B(4)(c) & 65(4)(b) of IE Act & Bankers Book Evidence Act and 2) Counter Party Account and Bank Details for 7 transactions in respect of AC.No.0851050003346 of DCB Bank, Chanda Nagar, Hyderabad along with scanned copies of cheques belong to Potturi Prameela	
	Lr dt 12.01.2023 of Branch Service & Operations Manager, DCB Bank, Chanda Nagar, Hyderabad	Statement of Ac.No 0851050003346 & 08512417091998 of Potturi Prameela from 01.01.2020 to 12.01.2023	22
62	Reply of the Commissioner, APCRDA vide Lr.No MAU61-ADMN/7/2022-OM-Part(1) dt 01.12.2022	a Map depicting the boundaries of Seed Development Area (16.9 sq.km) and Start-up area (06.89 sq.km) and also the location of lands purchased by Benamies	2
63	Lr.No OM-CID-1001/22-OM, dt 08.02.2023 the Commissioner, APCRDA	two Maps of Seed Capital Area and Start-up area depicting the location and distance of lands purchased by (i) Smt.Potturi Prameela, (ii) Sri.Avula Muni Shankar, (iii) Sri.Rapura Sambasiva Rao, (iv) Sri.Varun Kumar Kothapa and (v) Sri.Gullapalli Jagadeesh from boarders of Seed Capital Area and Start-up area.	3
64	Reply of the Commissioner, APCRDA vide Rc.No MAU61-LND0LPS/176/2022/LND dt 05.05.2023	The plot allotment letters and location of the allotted plots on GIS (Geographic Information System) maps	xx
65	Reply No MAU61-ADMIN/7/2022-OM-Part-(1) dt 20.01.2023 of the Commissioner, APCRDA	LPS Maps of returnable plots of Sri.Avula Muni Shankar, Sri.Rapura Sambasiva Rao, Sri Varun Kumar Kothapa and Smt.Potturi Prameela, depicting the distance from Administrative Govt. Core (AGC) area, Seed Access Road and Start-up area	20
66	Reply No Rc.No MAU61-ADMIN/7/2022-OM-Part(2), dt 20.07.2023	LPS Maps of returnable plots of Sri Varun Kumar Kothapa depicting the distance from Administrative Govt. Core (AGC) area, Seed Access Road and Start-up area	5
67	Letter.No.Rc.No MAU61-LND0LPS/12/2023 dt 15.02.2023 of the Commissioner, APCRDA	certified copies of 9.18 B forms submitted jointly by (i) Avula Muni Shankar, (ii) Rapuru Sambasiva Rao, (iii)	107



-343- -344-

.77

145

APCADA reply vide letter No  
MAHARAJA/NT/BLPS/177/2022  
UND dt 12.01.2023

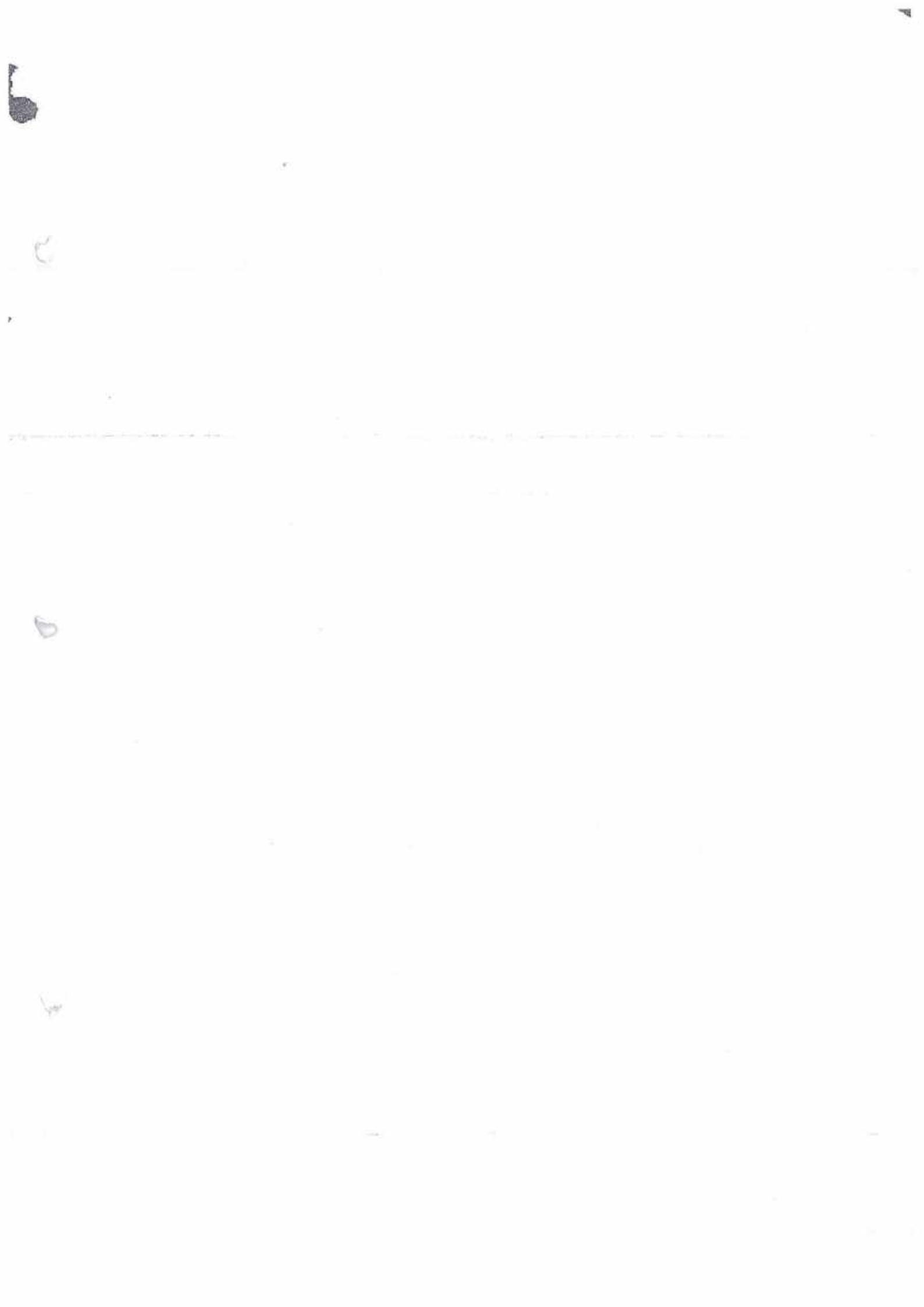
Potturi Praveena and (Dr)  
Varun Kumar Kothapa to  
APCADA as suspect in their  
constituted plots.

APCADA the details of  
Annuity Payments paid to  
Smt.Potturi Praveena, Avula  
Muni Shankar, Yamma  
Sambasiva Rao and Varun  
Kumar Kothapa

*G. Jayaram*  
11.09.23  
Investigation Officer,  
Anti-Corrupt Unit of Police,  
ECW-II, CID, AP,  
Tadipatri.

Handwritten marks at the top of the page, possibly including the number '4'.





Guntur : DISTRICT  
HIGH COURT OF ANDHRA PRADESH  
AT AMARAVATI

CRL.P. No. 6965 Of 2023

COUNTER AFFIDAVIT ON BEHALF  
OF RESPONDENT

Filed by:

**MR. Y.N. VIVEKANANDA (24843)**  
SPECIAL PUBLIC PROSECUTOR  
CID – EOW-II  
HIGH COURT OF A P

Guntur : DISTRICT

HIGH COURT OF ANDHRA PRADESH  
AT AMARAVATI

CRL.P. No. 6965 Of 2023

COUNTER AFFIDAVIT ON BEHALF  
OF RESPONDENT

Filed by:

**MR. Y.N. VIVEKANANDA (24843)**  
SPECIAL PUBLIC PROSECUTOR  
CID – EOW-II  
HIGH COURT OF A P