

GENERAL TERMS & CONDITIONS

1. Payment of advance for booking a Shop space in TUDA shall be made only through online process on <https://www.tudaap.in> (or) <https://www.tudatowers.in> website
2. Booking of a Shop space is strictly based on realisation of Earnest Money deposit by TUDA on e-auction basis. E-auction will be done at an increment of Rs 5/-(Rupees five only) per Square feet.
3. Following individuals / persons are eligible to book the Shop space in TUDA :
 - i. Indian Nationals and NRIs (sole or joint applicant)
 - ii. Legal Entities registered under Indian Companies Act (The person applying on behalf of company should furnish the Board Resolution to purchase the Shop space and for entering in to such deeds, acts and other documents related to at the time of KYC) .
4. Saleable Area of the Shop space includes - Carpet Area, external walls of the Shop space and pro-rata share of the common areas of the project.
5. "Sale Consideration" amount is inclusive of Base Price of the saleable area and Infrastructure Development Cost
6. "Total Cost of the Shop space" includes Sale Consideration and applicable taxes.
7. "Total Amount Payable" includes Total Cost of the Shop space , Corpus Fund & Maintenance Charges, applicable taxes and G.S.T are extra.
8. Refer to [payment terms](#) for detailed pricing information.
9. It is advised that the applicant shall make himself/herself aware of the following before proceeding for the payment.
 - i. Complete project details mentioned on the TUDA website, including the details of the area of specific Shop space, Sale Consideration, total Cost of the Shop space, total amount Payable.
 - ii. Payment Milestones starting from booking advance till Registration of Conveyance / sale deed.
 - iii. Regular updates at <https://www.tudaap.in/> (or) <https://www.tudatowers.in> website

10. Registration Fee & Stamp Duty shall be borne by the Allottee and payable to the registration department directly at the time of registration of Conveyance / Sale Deed.
11. EMD shall be treated as provisional only, until the 'Agreement for Sale' is executed within 45 days from the date of allotment.
12. It is the responsibility of the provisional Allottee(s) to complete the KYC formalities, which is a precondition for executing the 'Agreement for Sale'. The Applicant with provisional allotment, shall visit the TUDA office in Tirupati to complete the KYC formalities, with all necessary documents as required and communicated by the TUDA .
13. If any provisional Allottee(s) is(are) found to be fraudulent after booking the Shop space, the booking shall be cancelled and the entire booking advance shall be forfeited and appropriate action shall be taken as per applicable law. The provisional Allottee after cancellation shall not have any claim or right on the Shop space, whatsoever the case may be.
14. Submission of the Application Form and payment of EMD shall not confer any right, title, interest in the property and the booking shall only be treated as provisional till the stage of registration of Conveyance / Sale deed.
15. Provisional Allottee or his/her Power of Attorney (registered) holder, on behalf of provisional allottee, shall present at the time of 'Agreement for Sale' document. NRIs may execute Agreement for sale with the help of Registered General Power of Attorney obtained through Apostille attestation.
16. Correction required (if any) in the spelling of provisional Allottee's name as per his/her Aadhaar / Passport / CIN details will be permitted before executing 'Agreement for Sale'.
17. The Shop space allotted to the provisional Allottee(s) shall be registered in his/her/their/ company name only as per the details provided at the time of booking. Name Change or Transfer of Shop space to other third parties is not permitted . However, the Shop space can only be Transferred/ registered to any eligible individual / entity i.e., blood relatives or legal heirs after payment of 95% of the Total Cost of the Shop space but before execution of the Conveyance / sale deed. Such transfer is accepted upon payment of additional amount of Two Percent (2.0%) of the Sale Consideration and applicable taxes to TUDA.
18. TUDA shall periodically intimate through Invoice to the Allottee(s) about the amount payable as per Payment Terms and Allottee(s) shall make payment of each instalment within 15 (fifteen) days from the date of Invoice OR as mentioned in the Allotment Letter. Allottees shall understand that timely payment of instalments is of essence and any delay will be liable for interest.

19. In case, Allottee(s) fails to make payment, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to TUDA on the unpaid amount at the rate as per prevailing SBI prime lending rate plus two percent for the delayed period.

20. TUDA on receipt of 'Total Amount Payable' from the Allottee(s) specified under the Agreement for Sale, shall execute a conveyance / sale deed and convey the title of the Shop space together with proportionate undivided share of land in favor of Allottee.

**21. CANCELLATION/SURRENDER/WITHDRAWAL
REFUNDS**

a) For non -payment of the amounts within stipulated time, the allotment shall be cancelled without any intimation of whatsoever nature. The applicant shall make payments within the stipulated time.

b) For the purpose of prompt accounting of the allottee, he /she may intimate the payment particulars as and when made.

c) The allotment is also liable for cancellation for violation of any of the terms and conditions as contained herein or as maybe communicated from time to time.

d) withdrawal or surrender of allotment by the allottee amounts to cancellation and forfeiture of EMD and cancellation fee etc. as detailed below

e) *THE ALLOTMENT SHALL BE CANCELLED.*

- I. If the allottee refuses the Shop space allotted after the e-auction.
- II. If the allottee fails to pay the balance sale price or instalment or arrears of instalment with penal interest or Registration charges within the time allowed by the authority.
- III. If the allottee is found fraudulent or conceal any information

**f) *CONSEQUENCES OF CANCELLATION OF THE
ALLOTMENT.***

- I. Where the allotment is cancelled under condition No.21 (e) (i) entire EMD shall be forfeited

- II. Where the allotment is cancelled under condition No.21(e) (ii) the entire EMD and 25% of the amount paid till then shall be forfeited

g) TRANSFER OF ALLOTMENT

- I. Application for transfer of allotment of Shop space shall be entertained in the event of mentioning the name of the nominee.
 - II. The applicant has to mention the nominee particulars in the application itself to transfer the Shop space in the name of nominee in case he chooses so or in case of the death of the allottee .
22. *The interior design including colours, textures, tiles design or any other representations etc., mentioned in the brochure and website are for the representation purpose only. The Applicant shall fully familiarize himself/herself with the specifications of the Project in general and the selected Shop space in particular. Change of Specifications will be the sole discretion of TUDA*
23. *The furniture/furnishings shown in 3D Walkthrough / model Shop space/ brochure / website are for representational purpose only, but not part of the sale or sale consideration or specifications of the said Shop and the same is for enabling the Applicant to estimate and gauge the space available for placing any items in the Shop. The actual specifications are detailed in the Agreement for Sale to be executed subsequently after e-auction.*
24. TUDA has no control on all the developments that may exist or take place in future whatsoever, in the adjoining properties of the Project.
25. On site car parking space is provided for commercial space.
26. In case of joint applicants, both the applicants are jointly and severally responsible for making all the payments due within the timelines. All correspondence shall be sent to the primary applicant's address for communication and will be applicable to the joint allottee(s) also.
27. Allottee(s) shall confirm that he/she/they have understood the scheme of development and are aware of the surrounding area and the neighborhood of the project site.
28. Allottee(s) is / are eligible for executing the Conveyance Deed (sale deed) only after fulfilling all the payments stipulated in Agreement for Sale.
29. In the event of any dispute, difference, question arising out of or in respect of this project or in any manner, whatsoever in connection with it, shall be subject to the local civil courts jurisdiction at Tirupati.

TERMS OF BOOKING PROCESS:

1. Provisional Allotment of Shop is strictly based on realization of EMD by TUDA.

2. Payment of EMD towards booking a Shop space in TUDA shall be made only through online process <https://www.tudaap.in> (or) <https://www.tudatowers.in> website through online Payments.

3. Applicant confirms, that he/ she has read the entire project information on the website including updates made from time to time, made his / her own analysis and checked accuracy, adequacy, correctness, reliability and completeness of the information provided in the website before proceeding for payment of booking advance.

4. For facilitating online payments, payment gateway service is made available through third party gateway, namely "CCAvenue". The applicant understands and agrees to the terms of use of the Payment Gateway – CCAvenue. While best efforts are made by CCAvenue to extend optimum performance, TUDA shall not be responsible for issues related to CCAvenue performance, transaction failures etc.

5. Booking advance from NRI's shall be accepted in Indian Rupees only. NRI's can make the payment only through their Non-Resident Ordinary (NRO) account.

6. Shop will be provisionally allocated only in case if the 'transaction' - whole lifecycle of Shop booking process is completed (selecting the Shop till "Success" return message from CC Avenue striking TUDA website) within stipulated time and complying with online auctions.

A transaction comprises of the following steps in two seamless sessions after the applicant agrees to the terms and conditions and fills his /her details

- I. "Session for Shop selection" and
- II. "Session for successful payment" These steps are to be conducted by the applicant/payment gateway/bank for successfully completing the booking process for a Shop.

a) Session for successful Payment- for which session timeout time is 15 minutes from its initiation:

- III. Selection of mode of payment i.e., net banking /credit card/debit card etc., on the payment gateway for EMD.

- IV. deduction of booking advance money by the applicant's bank for the purpose of transferring the same to TUDA through payment gateway
- V. Receipt of confirmation by the TUDA website of the successful deduction of funds by the bank, through the payment gateway.

The steps enlisted above – I to V covered under both" Session for successful payment" are collectively defined as "Transaction". Any breakage/aborting/termination anywhere during the above steps in the "Transaction", for whatsoever reason before it is concluded, will be treated as incomplete and unsuccessful transaction for the purpose of provisional allotment of Shop. A transaction initiated will not be treated as successful until and unless it is concluded within respective session time-out time and even if the money is deducted by the bank of the applicant for such incomplete transaction, the same will get auto reversed by the payment gateway and the applicant shall not have any claims whatsoever for provisional allotment.

7. In case of any incomplete transaction(s) (done through domestic bank accounts & NRO accounts), the refund shall be automatically done by the respective payment gateway. TUDA does not hold any liability of the amount deducted for such incomplete transaction as well as transaction charges (if any).

8. In case of any multiple/conflicting transactions on same Shop space for whatsoever reasons, the provisional allotment will be made to the applicant, whose transaction is concluded duly complying with the highest bidder.

9. In case, where the booking advance is made and the applicant has not received any payment acknowledgement from TUDA , due to any reason, whatsoever, the entire booking advance shall be refunded within 15 days from such payment.

10.Tuda reserves the right either to continue with the scheme (or) cancel the e-auction without any intimation for the reason beyond their control, the advance bookings will be refunded.

11. Failure of KYC process completion and execution of the Agreement for Sale within prescribed timeline may result in cancellation of the provisional allotment. The TUDA reserves the right to make available the Shop space for rebooking at a later date.

12. If the provisional allottee decides to cancel the allotment after agreement for sale is entered the entire EMD and 25% of the amount paid till then shall be forfeited by TUDA after deducting applicable taxes / charges (if any) within forty-five (45) days of such date of cancelation, without any interest.

13. It is the sole responsibility of the applicant to provide correct information during the booking process.

14. If the information furnished is found incorrect, TUDA reserves the right to cancel the transaction / allotment.

15. The TUDA reserves the right to cancel the provisional allotment and exercise legal recourse for fraudulent transactions.

TECHNICAL TERMS & CONDITIONS:

1. tudatowers.in <https://www.tudaap.in> (or) <https://www.tudatowers.in> is the only URL/website/domain through which applicant shall apply for booking in TUDA Towers project. TUDA Shall not be held responsible for transactions on any other website(s) regarding TUDA .

2.tudatowers.in <https://www.tudaap.in> (or) <https://www.tudatowers.in> is best experienced on "Google Chrome" browser. It's performance may vary based on technical issues at applicant's end like "internet connectivity", "hardware/software, browser" etc.

3. By initiating the process of Shop space booking on the tudaap.in/ tudatowers.in booking TUDA platform, the applicant agrees to all the terms and conditions and confirms that his/her process of booking does not automatically result in to Shop space allotment.

4. On this TUDA website, the following are treated as awareness issues from applicant end like:

- a) "refreshing the url"
- b) "closing/terminating/aborting the url/browser/tab"
- c) "clicking on back button on browser"
- d) "opening multiple sessions in same browser" etc.The list shown above is not exclusive and session would be terminated automatically without any retention/warning in case if any of such action(s) mentioned above are performed from applicant side.

5. Shop space will be provisionally allocated only in case if the 'transaction' - whole lifecycle of Shop space booking process is completed (selecting the Shop space till "Success" return message

from CC Avenue striking TUDA website) within stipulated time and complying with "online actions".

6. A transaction comprises of the following steps in two seamless sessions after the applicant agrees to the terms and conditions and fills his/her details;

- a) "Session for Shop space selection" and;
- b) "Session for successful payment" These steps to be conducted by the applicant/payment gateway/bank for successfully completing the booking process for a Shop space. a) Session for Shop space selection- for which session time out time is 5 minutes from its initiation:
 - I. selection of Shop space is of applicant's choice
 - II. selecting clicking the payment button) Session for successful Payment- for which session timeout time is 15 minutes from its initiation:
 - III. selection of mode of payment i.e., net banking /credit card/debit card etc., on the payment gateway
 - IV. deduction of booking advance money by the applicant's bank for the purpose of transferring the same to TUDA through payment gateway
 - V. Receipt of confirmation by the TUDA website of the successful deduction of funds by the bank, through the payment gateway.

The steps enlisted above - 1 to 5 covered under both "Session for Shopselection" and "Session for successful payment" are collectively defined as "Transaction". Any breakage/aborting/termination anywhere during the above steps in the "Transaction", for whatsoever reason before it is concluded, will be treated as incomplete and unsuccessful transaction for the purpose of provisional allotment of Shop space. A transaction initiated will not be treated as successful until and unless it is concluded within respective session time- out time and even if the money is deducted by the bank of the applicant for such incomplete transaction, the same will get auto reversed by the payment gateway and the applicant shall not have any claims whatsoever for provisional allotment.

7. If in case, there are any unavoidable/unforeseen technical issues with respect to TUDA application at the time of online Shop space booking, TUDA reserves the right to exercise any or all of such measures, including - to postpone the activity or to take appropriate downtime/measures at any point of time to restore the services. The

applicant agrees to any circumstances arising out of such measures, which may include - applicant dropping off from the session, payment gateway session termination, revoking the Shop space allocation confirmation to the user through website/SMS/email, payment processing and non- allocation of Shop space etc. The applicant will not have any claim whatsoever against the TUDA and the TUDA for non-allotment of Shop space for such technical reasons.

8. In case if the applicant enters incorrect name/details while filling the personal details form (spelling mistakes, typo errors, manual errors etc.) and submits a successful transaction for Shop space, Aadhaar number/Passport number will be taken as the key field for verification during KYC process and the same details as presented during KYC process will be considered for Agreement.

9. All updates on booking, provisional allotment of Shop space, KYC process, agreement to sale and all post allocation confirmation are regularly made available on the www.tudatowers.in OR <https://www.tudaap.in>.

Vice Chairman.

Tirupati Urban development Authority