

ANNEXURE
[See rule 38]
AGREEMENT FOR SALE

This Agreement for Sale ("**Sale deed**") executed on this ____ day of June 2025.

By and Between

Sri. Phani Vecrendra Sekhar Kunchala S/o. Sri Amaralingaiah Kunchala, aged about 45 years, presently residing at 9500 west road Apt 407, Houston, TX 77064, U.S.A.

Represented by his General Power of Attorney Holder: -

SRI MALLESHWARA RAO KSNS/o. SRI AMARALINGAIAH KUNCHALA, aged about 48 years, R/o. H. No.2-108/2/161, Plot No.151, 4th Line, Sri Sai Enclave, Pareeksha School Road, Boduppall, Hyderabad Near Sri Sri Nimishambika Devi Temple, Medchal Malkajgiri 500 092, Telangana State. Aadhar No.7611 6840 4324. Vide GPA validation File No.6482/A/2024, dated 22-05-2024, validated by District Registrar, Ranga Reddy District, Telangana State.

(Hereinafter called the "LANDOWNER" of the first part which term shall mean and include all his heirs, executors, administrators, legal representatives, nominees and assignees etc).,

AND

M/s ARCK PROJECTS, having its registered office at H.No: 1-43/15, Prashanth Nagar, Langer House, Hyderabad-500008. , Pan No. ABVFA3537G represented by its Managing Partners:-

1. Sri. ABHIJEET REDDY SRINATH SAGILI, S/o. Sri Sagili Madhava Reddy, aged about 30 years, Occ: Business, R/o.Plot No.52-1-55/177, CM-58, Cyber Meadows Society, Kondapur, Gachibowli, Hyderabad-500032, Telangana.
2. Sri. ANNAYAGARI CHENNA KESHAV REDDY, S/o. Sri Annayagari Narsimha Reddy, aged about 30 years, Occ: Business, R/o.Plot No.9, Kapila Nagar Colony, Hydershakote Village, Gandipet Mandal, Ranga Reddy District-500008, Telangana.

(Hereinafter called the "Developers/Builders" of the Second part which term shall mean and include all Partners, heirs, executors, administrators, legal representatives, nominees and assignees etc).,

AND
IN FAVOUR OF

Mr. / Ms. _____, S/o _____
 of _____, aged _____ about _____, residing at _____,
 (PAN), hereinafter called the "Allottee"

HEREINAFTER to be called and referred as the "**DEVELOPERS**", which term shall also mean and include all its executors, administrators, successors, assignees and legal representatives etc. of **SECOND PART**).

For ARCK PROJECTS
[Signature]

Partner

For ARCK PROJECTS
[Signature]

Partner

The **VENDORSSS/PROMOTER** and **ALLOTTEE/PURCHASER** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the Government of Telangana;
- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "Section" means a section of the Act.

WHEREAS:

Whereas Land Owner is the sole and absolute owner and peaceful possessor of Plot bearing No.22/Part (Northern Part) and Plot bearing No.23/Part (Southern Part), in Sy.No.145, 146, 147, 156 and 157, admeasuring 400.00 Sq. yards or equivalent to 334.4 sq. meters situated at Manchirevula Village & G.P., Rajendranagar Mandal now in Gandipet Mandal, Ranga Reddy District, have purchased the same from M/s Muchikonda farms (Developers & Builders) through a registered sale deed vide document No.2614 of 2012, dated 21st June 2012, Registered at S.R.O. Gandipet, Ranga Reddy District.

- A. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising multistoried apartment buildings and [insert any other components of the project] and the said project and shall be known as **"ARCK 22 B"**.
- B. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the plot, as the case may be, from Office Of The Hyderabad Metropolitan Development Authority, Application No. 005776/BP/HMDA/1318/SKP/2024, Dated: 11-04-2025, Residential Apartment Consisting of 1 Stilt + 5 Upper Floors over the Property. [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- C. The Promoter has registered the Project under the provisions of the Act With the Telangana Real Estate Regulatory Authority at on____under registration no.____;
- D. The Allottee had applied for an apartment in the Project vide application no.____dated____and has been allotted apartment no.____
____having carpet area of____square feet, exclusive verandahs, balconies, terrace area of____sq. feet, totally having a saleable area of____sq. feet type____, on____floor in [tower/block/building] no.____ ("Building") along with garage/covered parking no.____admeasuring____square feet in the____[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[OR]

For ARCK PROJECT
R. Reddy

For ARCK PROJECTS
R. Reddy

Partner

The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/covered Parking ad measuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

F. _____ [Please enter any additional disclosures/details];

G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

H. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G.

1.2. The Total Price for the [Apartment/Plot] based on the Saleable area is Rs.

_____ (Rupees _____)

("Total Price") (Give break up and description

Block/Building/Tower no. _____	Rate of Apartment per square feet*
Apartment no. _____ Type _____	
Floor _____	
Total price (in rupees)	

For Allottee
[Signature]

FOR ALLOTTEE PROJECTS
[Signature]

Partner

Partner

*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable. [AND] [if/as applicable]

Garage/Covered parking - 1	Price for 1
Garage/Covered parking - 2	Price for 2
Total price (in rupees)	

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet*
Total price (in rupees)	

*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable. [AND] [if/as applicable]

Garage/Covered parking - 1	Price for 1
Garage/Covered parking - 2	Price for 2
Total price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee provided that Stamp Duty, Registration fee, mutation charges shall be paid by the allottee as per actuals over and above the total price.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) and (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

For ARCK PROJECTS

[Signature]

Partner

[Signature]

For ARCK PROJECTS

Partner

(iv) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the [Apartment/Plot] and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

1.7 [Applicable in case of an apartment] The Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area or the Saleable Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

For APK Projects

For APK Projects

Partner

Part