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JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made and executed on this the Eighteenth day of April Two Thousand Twenty Three (18.04.2023) at Bangalore by and

M/s. BISMILLAH EDUCATIONAL TRUST,
Trust registered Vide Document No. 226/89-90,
Of Book-IV, Volume 86, pages 186-191,
dated : 19.01.1990, Registered on the office
of the Sub-registrar, Jayanagar, Bangalore)

Represented by its **WORKING CHARIMAN,**

- 1. Mr. ABDUL MUHEEB,**
Aged about 74 years,
S/o. Late. Shaik Abdul Subhan
Residing at No. 62/2, 1st Floor,
7th Cross, Wilson Garden,
Bangalore South, Bangalore-560027.
Aadhaar Card No. 3322 9428 582(5)

Represented by its **HONOURABLE SECRETARY**

- 2. Mr. MOHAMMED SAIFULLA,**
Aged about 65 years,
S/o. Late. Mohammed Ghouse,
Residing at No. 541, 10th Cross,
29th Main, BTM Layout, 2nd Stage,
Bangalore South, Bangalore - 560076.
Aadhaar Card No. 4570 2442 0213.

Abdul Muheeb
WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

Mohammed Saifulla
HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES
[Signature]
PARTNER
AL MALIK VENTURES
[Signature]
PARTNER



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/S AL-MALIK VENTURES Represented by Its Partners Mr. M.P.AHAMED HASAN , ಇವರು
396700.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ವರ್ಗ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	396700.00	Challan No CR0423003001468102 Rs.396700/- dated 18/Apr/2023
ಒಟ್ಟು :	396700.00	

ಸ್ಥಳ : ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್

ದಿನಾಂಕ : 18/04/2023

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್) ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ, ಬೆಂಗಳೂರು

(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)

ಬೆಂಗಳೂರು

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ
ಸಂಖ್ಯೆ 5(9)ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ಬೆಲೆ : ರೂ.3/-
(ಜಿಎಸ್‌ಟಿ ಸೇರಿ)

Hereinafter called the "FIRST PARTIES/OWNERS" (which expression wherever so requires shall mean and include the Firm and its partners, their respective legal heirs, legal representatives, administrators, successors, executors and assignees etc.) OF THE ONE PART

AND :

M/s. AL-MALIK VENTURES

Office at No. 223,
Central Excise Layout Phase-2,
Doddakammanahalli, Bangalore - 560076.

Represented by its Partners

- 1. Mr. M.P.AHAMED HASAN,**
S/o. Mr.M.Peer Mohamed,
Aged about 49 years,
Residing at No. 223/2, 4th Floor,
Aamina Abode Central Excise Layout, Phase-2
Doddakammanahalli, Bangalore-560076.
Aadhaar Card No. 5254 6923 0566.
- 2. Mr. SYED USMAN GHANI,**
S/o. Mr.Syed Ameer,
Aged about 43 years,
Residing at No. 15, 5th Cross,
Lal Bagh Fort Road, Bangalore-560027.
Aadhaar Card No. 8640 1786 9295.

HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES

PARTNER

AL MALIK VENTURES

PARTNER



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Print Date & Time : 18-04-2023 12:39:53 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 469

ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 18-04-2023 ರಂದು 12:19:25 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	198350.00
2	ಸೇವಾ ಶುಲ್ಕ	1500.00
	ಒಟ್ಟು :	199850.00

ಶ್ರೀ M/S AL-MALIK VENTURES Represented by Its Partners Mr. M.P.AHAMED HASAN ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S AL-MALIK VENTURES Represented by Its Partners Mr. M.P.AHAMED HASAN			AL MALIK VENTURES PARTNER

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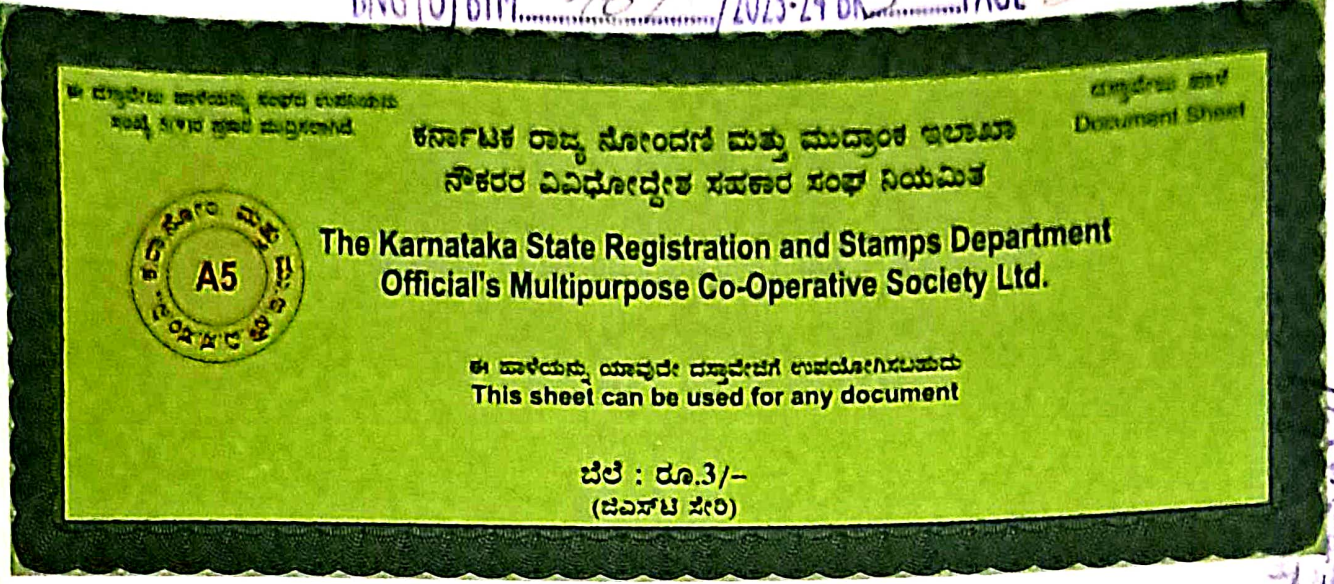
ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಜಯನಗರ
(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)
ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ)..... (ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್))
ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	M/S AL-MALIK VENTURES Represented by Its Partners Mr. M.P.AHAMED HASAN . ಬಿನ್ M Peer Mohamed (ಬರೆಸಿಕೊಂಡವರು)			AL MALIK VENTURES PARTNER
2	M/S AL-MALIK VENTURES Represented by Its Partners Mr Syed Usman Ghani . ಬಿನ್ Syed Ameer (ಬರೆಸಿಕೊಂಡವರು)			AL MALIK VENTURES PARTNER

Bleed

ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಜಯನಗರ
(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)
ಬೆಂಗಳೂರು



Hereinafter called the **"SECOND PARTIES / DEVELOPERS"** (which expression wherever the context so applies shall mean and include the firm, its partners, their respective legal heirs, executors, administrators, legal representatives and assignees etc.,) **OF THE SECOND PART :**





WHEREAS the First Parties Trust is the actual absolute owner of the immovable property bearing Old Sy.No. 90/2, Site No. 89 & 90, Katha No. 90/2-89-90, situated at 3rd Cross, Aradhana Layout, Kothanur Village, Uttarahalli Hobli, Bangalore South, Bangalore – 560 076, Presently comes under BBMP Limits Ward No. 195, now new Ward No. 175 – Bommanahalli, Bangalore, after encroachment totally measuring 4722 square feet, which is morefully described in the Schedule "A" hereunder and hereinafter referred to as the SCHEDULE "A" PROPERTY, purchased by M/s.BISMILLAH EDUCATIONAL TRUST, represented by its Vice Chairman Mr. SHAIK UMAR and Its Honourable Secretary Mr.SIDDIQ PASHA, by virtue of a Registered sale Deed, which was registered as Document No. BMH-1-10351-2013-14, in Book-I, stored in CD No. BMHD667, dated : 10.03.2014, registered in the office of the Sub-registrar, Jayanagar, (Bommanahalli), Bangalore, executed by Mr. SHAKEEL KHAN, Son of Munawar Khan, represented by his GPA HOLDER, Mr. Mohammed Ghouse Sabir, who was earlier the Chairman of Bismillah Educational Trust and Mr.Mohammed Saifulla, S/o. Mr. Mohammed Ghouse, who is the Present Honourable Secretary of Bismillah Educational Trust.

Hodul Mubeet
 WORKING CHAIRMAN
 BISMILLAH EDUCATIONAL TRUST (REGD.)
 Brsmillah Nagar, Bangalore-560 029

Shaiq Umar
 HON. SECRETARY
 BISMILLAH EDUCATIONAL TRUST (REGD.)
 Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES
[Signature]
 PARTNER

AL MALIK VENTURES
[Signature]
 PARTNER

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವಿವರಣೆ	ಹೆಚ್ಚುವರಿ ದಾಖಲೆ	ಸಹಿ
3	M/S BISMILLAH EDUCATIONAL TRUST Represented by Its WORKING CHAIRMAN, I. Mr. ABDUL MUHEEB . (ಬರೆಯಬೇಕಾದವರು)			<i>Abdul Muheeb</i> WORKING CHAIRMAN BISMILLAH EDUCATIONAL TRUST (REGD.) Bismillah Nagar, Bangalore-560 029
4	M/S BISMILLAH EDUCATIONAL TRUST Represented by Its HONOURABLE SECRETARY MOHAMMED SAIFULLA . C/o (ಬರೆಯಬೇಕಾದವರು)			<i>Mohammed Saifulla</i> HON. SECRETARY BISMILLAH EDUCATIONAL TRUST (REGD.) Bismillah Nagar, Bangalore-560 029

Abdul Muheeb
 ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಜಯನಗರ
 (ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)
 ಬೆಂಗಳೂರು

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿರ್ದೇಶಕರು
ಸಂಖ್ಯೆ 5(9)ರ ಕ್ರಮದ ಮುಖಾಂತರ

ದಸ್ತಾವೇಜು ಹಾಳೆ
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ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ಬೆಲೆ : ರೂ.3/-
(ಜಿಎಸ್‌ಟಿ ಸೇರಿ)

AND WHEREAS originally the larger property is belongs to one Sri.P.Narayanaswamy, and the property is his ancestral property he having got the same through Partition Deed, for want of financial funds the said Mr. P. Narayanaswamy along with minor children have sold portions of property in favour of one Sri. Sreenivasa Prasad, S/o. Muninarayanappa, by virtue of a registered Sale deed which was registered as Document No. 3809/1979-80, in Book-I, of Volume 1430, between pages, 179-181, dated : 21.11.1979, registered in the office of the Sub-registrar, Bangalore South Taluk.

And whereas the said Sri. Sreenivasa Prasad, S/o. Muninarayanappa was unable to look after and maintain the day to day affairs of the property feels deem fit and proper to appointed, nominate, constituted, empowered one Mr. Shakeel Khan, S/o. Munavar Khan, by executing a Notarised General Power of Attorney and an affidavit on 11.12.1987, and delivered the physical vacant possession of the property.

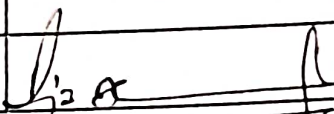
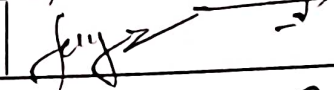
And subsequently the said Mr. Shakeel Khan S/o. Munavar Khan was also unable to look after and maintain the day to day affairs of the property feels deem fit and proper to appointed, nominate, constituted, empowered Bismillah Educational Trust (regd.) represented by its Chairman Mr.Mohamed Ghouse Sabir and its Honourable Secretary Mr.Mohamed Saifulla, by executing a Notarised General Power of Attorney and an affidavit on 29.09.1990 and deliver the physical vacant possession of the property.


Shakeel
HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST(REGD.)
Bismillah Nagar, Bangalore-560 029


Abdul Muheeb
WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST(REGD.)
Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES
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PARTNER


AL MALIK VENTURES
[Signature]
PARTNER

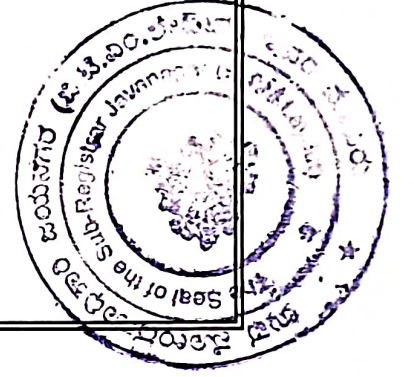
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Riyaz Ahmed Bismilla Nagar, Bangalore	
2	Fayaz Bismilla Nagar, Bangalore	

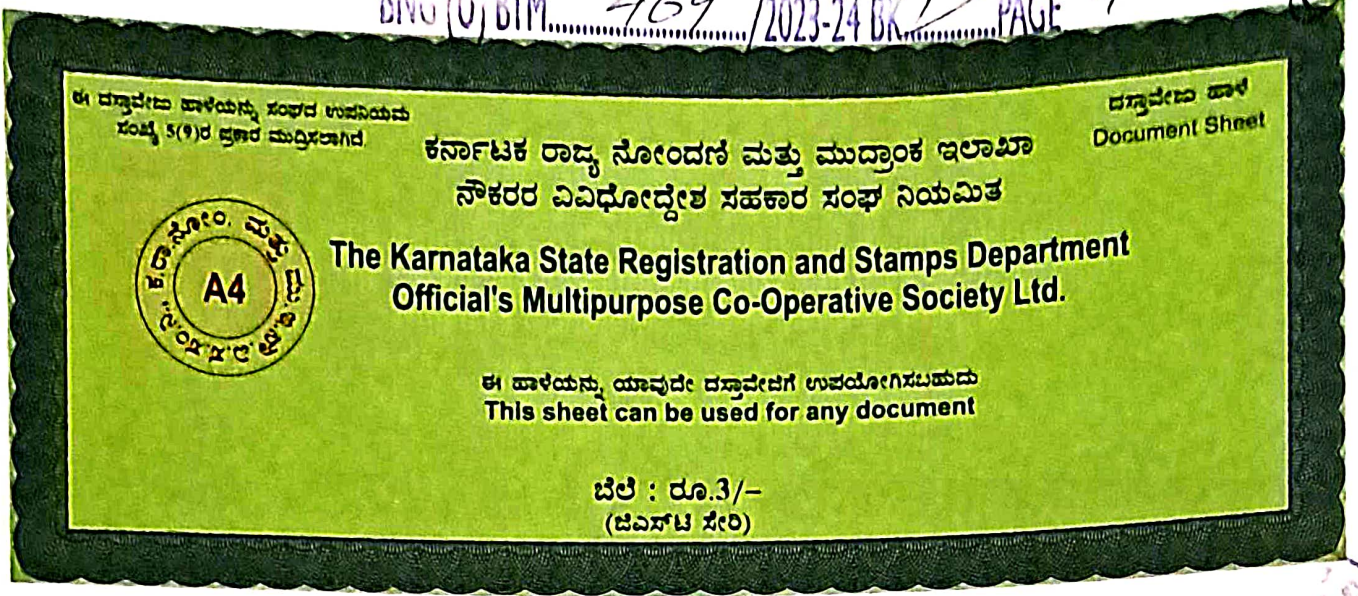

 ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಜಯನಗರ
 (ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)
 ಬೆಂಗಳೂರು



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
 ನಂಬರ BTM-1-00469-2023-24 ಆಗಿ
 ಸಿ.ಡಿ. ನಂಬರ BTMD1219 ನೇ ಧರಲ್ಲಿ
 ದಿನಾಂಕ 18-04-2023 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ


 ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ (ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್)





And whereas thereafter the said Bismillah Educational Trust has requested the parties to execute the above said registered sale deed in favour of **M/s. BISMILLAH EDUCATIONAL TRUST**, represented by its **Vice Chairman Mr. Shaik Umar** and **Honourable Secretary Mr. Siddiq Pasha** which is mentioned supra in para No. 1 and deliver the physical vacant possession of the same.

And whereas due to typographical mistake and error crept in the previous deeds the said **Mr. SHAKEEL KHAN**, Son of **Munawar Khan**, represented by his **GPA HOLDER, Mr. MOHAMMED GHOUSE SABIR** and **Mr. MOHAMMED SAIFULLA**, who were the **Chairman and Honourable Secretary** of **Bismillah Educational Trust** have executed a **Rectification Deed dated: 22.12.2015**, which was registered as **Document No. BMH-1-06450-2015-16**, in **Book-I**, stored in **CD No. BMHD721**, registered in the office of the **Sub-registrar, Jayanagar, Bommanahalli, Bangalore**, in favour of **Mr. Abdul Jabbar** who was the **working Chairman** and **Mr. Mohammed Kareemuddin** who was the **Honourable Secretary**.

And whereas the said **Mr. Abdul Jabbar** has expired on **03.09.2020**, leaving behind the **Trust and its members** to succeed the estate of the trust, after the death of **Mr. Abdul Jabbar, Mr. ABDUL MUHEEB** who is **Presently working and continuing the Bismillah Educational Trust as working Chairman** along with **Mr. MOHAMMED SAIFULLA**, Son of **Mr. MOHAMMED GHOUSE**, is continuing the **Trust as Honourable**

Abdul Muheeb
WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST (REGD.)
 Bismillah Nagar, Bangalore-560 029

Muhammad Siddiq
HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST (REGD.)
 Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES
[Signature]
PARTNER

AL MALIK VENTURES
[Signature]
PARTNER

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪಯೋಗಕ್ಕೆ
ಸಂಖ್ಯೆ 5(9)ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ಬೆಲೆ : ರೂ.3/-
(ಜವನಾಟ ಸೇರಿ)

Secretary of the M/s. Bismillah Educational Trust in place of
Mr. MOHAMMED KAREEMUDDIN the First parties herein.

And whereas the Khata of the schedule property has been registered and
transferred in the name of M/s.BISMILLAH EDUCATIONAL TRUST and
the said Trust has been paying up to date taxes, cesses, etc., to the
concerned authority and since the date of purchase the said trust are in
peaceful possession and enjoyment of the same without any let or
hindrance from any body whatsoever manner:

Whereas ever since the date of acquisition the First parties are in peaceful
possession and enjoyment of the same and free from all kinds of
encumbrances, court attachments and minor claims etc.,

WHEREAS, the FIRST PARTIES thus being the absolute joint owners in
peaceful possession and enjoyment of the SCHEDULE 'A' PROPERTY
has offered for Development of the SCHEDULE 'A' PROPERTY by way
constructing a residential apartment building with stilt floor and upper
floors. Thereon and for sharing the constructed area of apartments so
constructed on the SCHEDULE 'A' PROPERTY.

WHEREAS the SECOND PARTIES have agreed to develop the
SCHEDULE 'A' PROPERTY on Joint Development basis on the following
representation made by the FIRST PARTIES.

Abdul Muheeb
WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST, (REGD.)
Bismillah Nagar, Bangalore-560 029

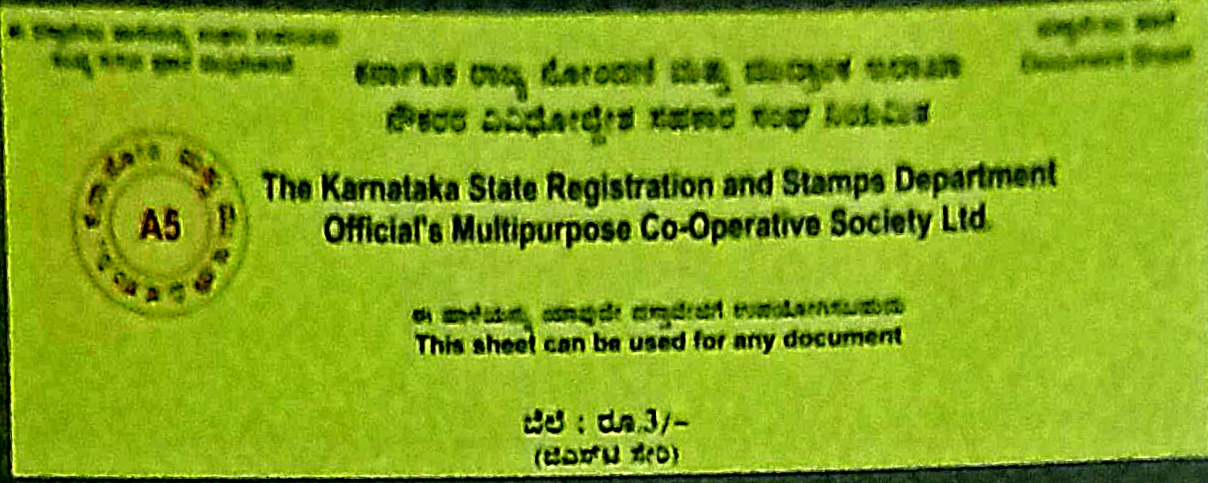
[Signature]
HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES

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PARTNER

AL MALIK VENTURES

[Signature]
PARTNER



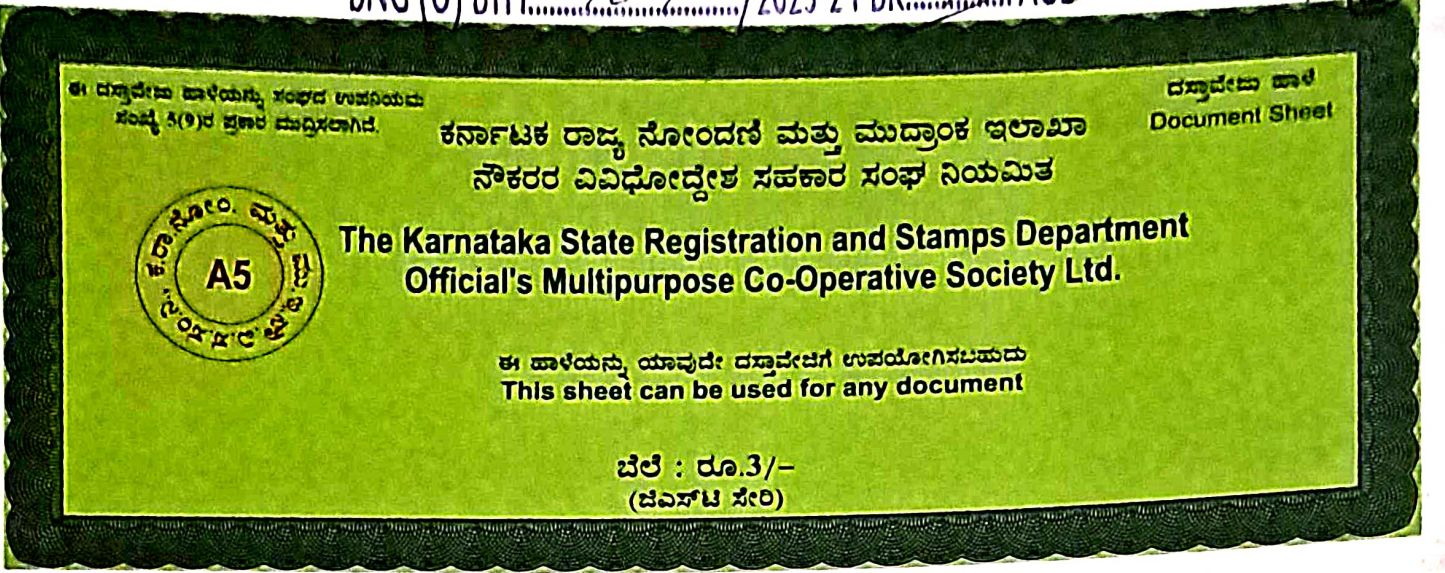
- a) That the FIRST PARTIES are the absolute owners of the SCHEDULE 'A' PROPERTY and the title of the SCHEDULE 'A' PROPERTY is good, clear marketable and subsisting in the name of FIRST PARTIES ;
- b) That the FIRST PARTIES have not entered into any agreement or sale or transfer or Joint Development Agreement or any other sort of development over the SCHEDULE 'A' PROPERTY with any else.
- c) That the FIRST PARTIES further assure that they have not received any notice or summons through Government Bodies or any other Court and they are in peaceful possession and enjoyment of the SCHEDULE 'A' PROPERTY.
- d) That the FIRST PARTIES further assures that the SCHEDULE 'A' PROPERTY has not been notified for any acquisition proceedings Government Bodies or for encroachments from Third Parties and they have not received any compensation for the same.
- e) That the FIRST PARTIES further assures that the measurement referred in the SCHEDULE 'A' PROPERTY is the present actual measurement and there is no encroachments for road widening or any other such activities by the Government Bodies or Third Parties.

Abdul Muheeb
 WORKING CHAIRMAN
 BISMILLAH EDUCATIONAL TRUST,REGD.1
 Bismillah Nagar, Bangalore-560 029

Monk
 HON. SECRETARY
 BISMILLAH EDUCATIONAL TRUST(REGD.1)
 Bismillah Nagar, Bangalore-560 029

[Signature]
 AL MALIK
 PARTNER

AL MALIK VENTURES
[Signature]
 PARTNER



- f) That the FIRST PARTIES further assures that the SCHEDULE 'A' PROPERTY is under residential Zone and there is no impediment for the SECOND PARTIES to construct the apartment building on the SCHEDULE 'A' PROPERTY.

WITNESSETH AS FOLLOWS:-

That in pursuance of the foregoing and subject to mutual obligations undertaken by the FIRST PARTIES AND SECOND PARTIES herein under this agreement, the SECOND PARTIES hereby agrees to develop all the piece and parcel of the SCHEDULE 'A' PROPERTY, subject to the terms and conditions hereinafter contained:

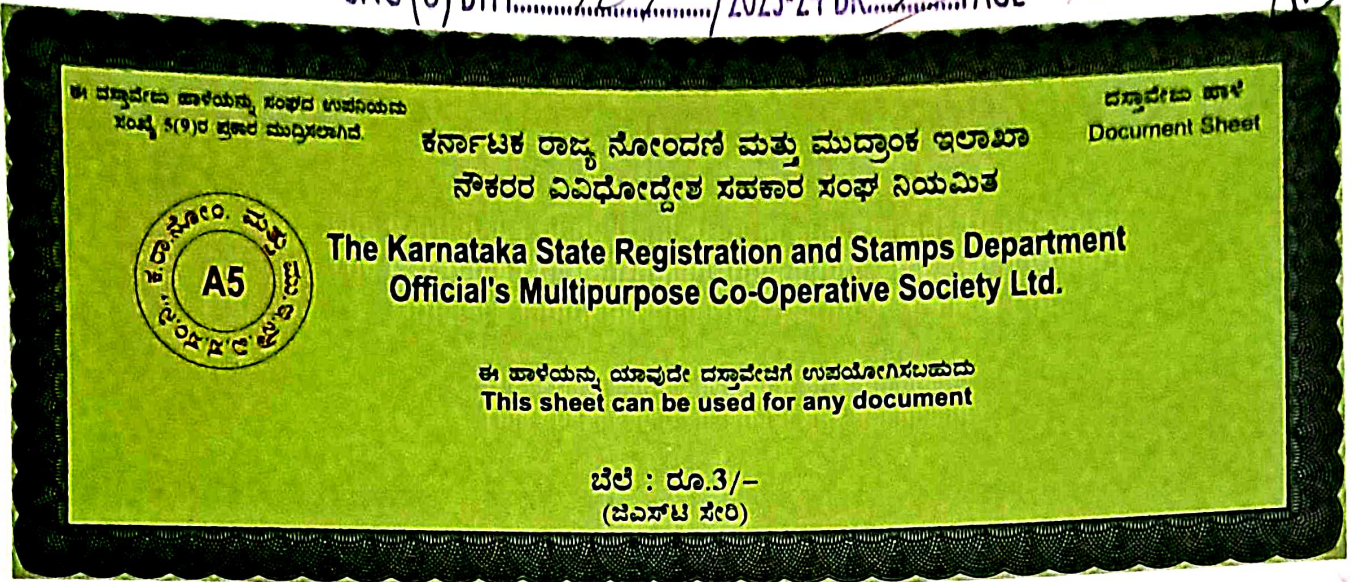
- (a) The SECOND PARTIES have agreed to develop the SCHEDULE 'A' PROPERTY by way of residential apartments as per the specifications enclosed to this Agreement at its own costs.
- (b) Apartments comprising 40% of total constructed area of the apartment building to be constructed with parking units along with corresponding 60% undivided interest of land comprising SCHEDULE 'A' PROPERTY.
- (c) The FIRST PARTIES are entitled to acquire own hold, possess and convey 40% of total built up area in the residential flats and 40% parking space in the still floor, morefully described hereunder an hereinafter referred to as SCHEDULE 'B' PROPERTY. Correspondent 40% undivided interest of land.

Abdul Muheeb
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Muhammad
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Bismillah Nagar, Bangalore-560 029

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PARTNER
AL MALIK VENTURES

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PARTNER
AL MALIK VENTURES



(d) The **SECOND PARTIES** are entitled to acquire own and convey **60%** of total built up area in the residential flats and **60%** parking space in the stilt Floor, morefully described hereunder an hereinafter referred to as **SCHEDULE 'C' PROPERTY**. Along with corresponding **60%** undivided interest in land comprising morefully described hereunder an hereinafter referred to as **SCHEDULE 'A' PROPERTY**.

(e) Apartment building to be constructed **SCHEDULE 'A' PROPERTY** shall be undertaken preparation of architectural plans for construction of the residential shall be undertaken by the **SECOND PARTIES** by utilizing maximum FAR. The entire costs regarding construction of apartment building and development of **SCHEDULE 'A' PROPERTY**. Including parking and all areas, amenities/ facilities shall be borne by the **SECOND PARTIES** which shall be in exclusive of costs of professionals, abilities, engineers, above, materials, apparels, statutory costs, deposits etc.,

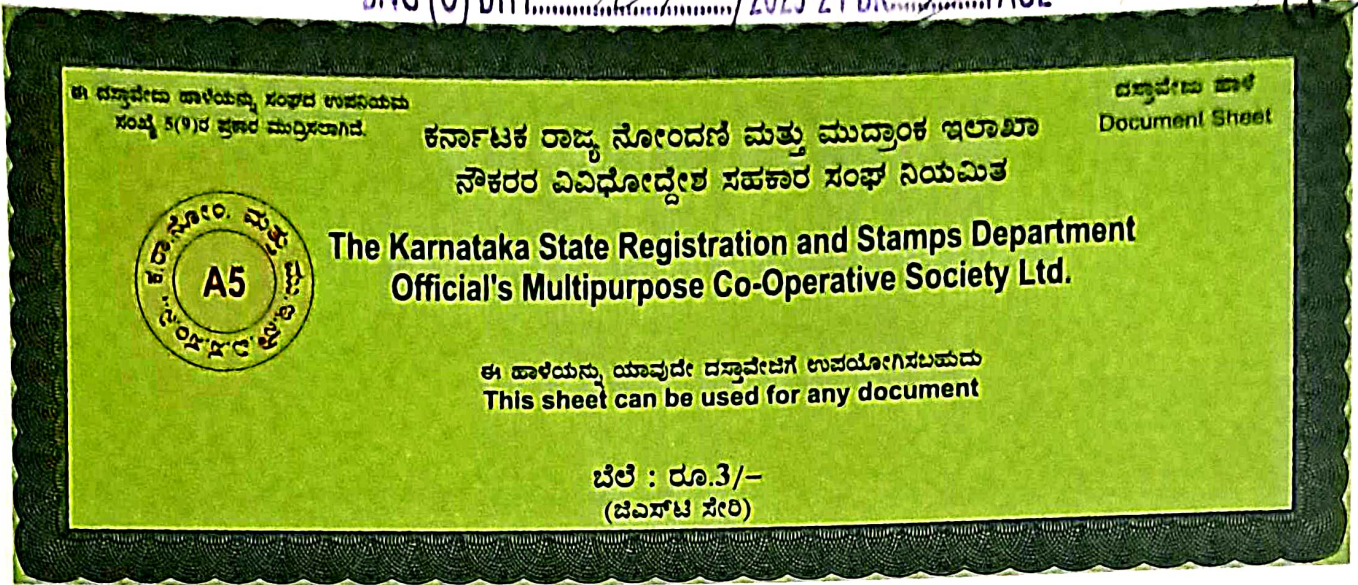
(f) The **FIRST PARTIES** have paid the taxes and levies up-to-date and shall pay arrears if any till the date of this agreement. The **FIRST PARTIES** also undertakes to produce / show all the requisite Original Title Deeds together with nil encumbrance certificates to enable the **SECOND PARTIES** to obtain a clear title certificate in respect of the **SCHEDULE 'A' PROPERTY**. The **FIRST PARTIES**, further declares that there are no impediments for the execution of this Agreement and further undertakes to make out a clear land

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marketable title to the SCHEDULE 'A' PROPERTY to the entire satisfaction of the **SECOND PARTIES** at their own cost ;

(g) The **SECOND PARTY** shall have exclusive right to construct the proposed building on the SCHEDULE 'A' PROPERTY with such modifications and permissible deviation. The **FIRST PARTIES** are deemed to have delivered the permissible possession of to the **SECOND PARTIES** Schedule 'A' Property for enabling them to take up the construction of the respective flats and the apartment building to be constructs over SCHEDULE 'A' PROPERTY.

(h) The **FIRST PARTIES** and the **SECOND PARTIES** have agreed to share the parking area in their / its proportionate share in the built-up area.

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSESTH AS FOLLOWS:-

1. **PERMISSION TO DEVELOP:** The **FIRST PARTIES** have this day given a license to the **SECOND PARTIES** to enter upon **SCHEDULE 'A' PROPERTY** and to construct the residential apartment till the completion of the entire project;
2. The **FIRST PARTIES** hereby irrevocably authorizes and empowers the **SECOND PARTIES** to develop the **SCHEDULE 'A' PROPERTY** by constructing residential apartment building therein and the **FIRST**

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 Bismillah Nagar, Bangalore-560 029

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 PARTNER

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PARTIES shall not revoke or cancel any of the rights so granted till the completion of the project and sale of flats in the apartment building. Unless and until there is any violation of terms of this agreement by the **SECOND PARTIES**.

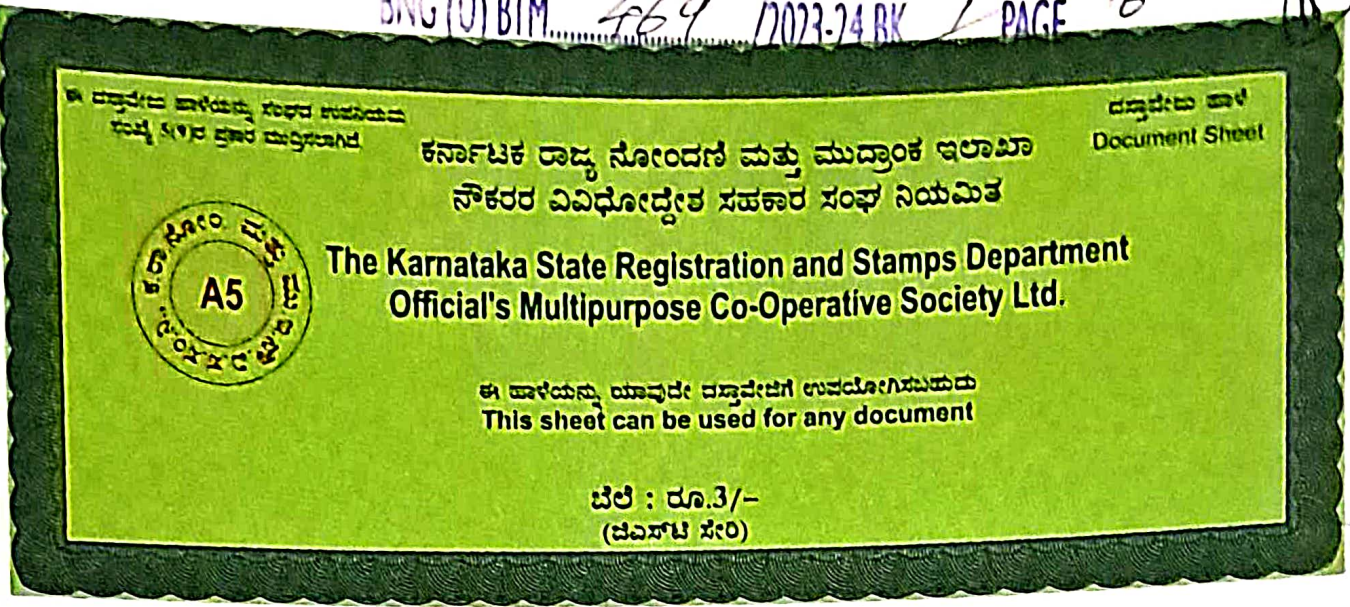
3. The Second Parties will construct a Residential Apartment at 1.75 F.A.R. If there is any increase in F.A.R., after plan approval from the concerned authority, then the Second Parties will construct
4. the Residential Apartment according to F.A.R. so increased and will execute a separate Supplementary Agreement for the F.A.R. so increased.
5. **ASSIGNMENT OF WORK:** The **SECOND PARTIES** shall be entitled to engage any contractor for construction work such person/s or firms or Companies as it deems fit, provided however, that the **SECOND PARTIES** alone shall be liable to fulfill the terms and conditions of this agreement. However, the rights of joint under development this agreement shall not be assignable or transferable.
6. **CONSTRUCTION:** The **SECOND PARTIES** at their own cost shall construct SCHEDULE 'A' PROPERTY a multistoried residential apartment, internal and external services, facilities, fittings, fixtures, including compound wall, passages, staircases etc. the construction shall be of best quality with standard materials and specifications as per SCHEDULE 'A' PROPERTY.

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7. The quality of standard of construction of flats allocated to the shares of FIRST PARTIES and SECOND PARTIES shall be same and durational in all as feet. The **SECOND PARTIES** shall be entitled to make additions, deletions and alterations in the design and construction as it deem fit without materially affecting the entitlement of the FIRST PARTIES. The **SECOND PARTIES** shall have absolute discretion in matters relating to the method, manner and design of construction without effect.
8. **COST OF CONSTRUCTION:** The entire cost of the constructions of whatsoever of the apartment building to be put up in the SCHEDULE 'A' PROPERTY including the area falling to the share of the FIRST PARTIES shall not be liable to contribute any amount.
9. The **SECOND PARTIES** at their own costs shall be entitled to engage Architects, Engineers, Contractors and others as they/ it deem fit to execute the construction work. In case of any dispute between the **SECOND PARTIES** and their/ its contractors etc., the same shall be settled by the **SECOND PARTIES** alone, the FIRST PARTIES shall have no liability of any nature whatsoever.
10. **SHARING OF BUILT AREA:** In consideration of the FIRST PARTIES agreeing to transfer the corresponding undivided share in the apartment building to be constructed respect of land of the built

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Bismillah Nagar, Bangalore 560 029

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up are falling to the share of the **SECOND PARTIES** in the SCHEDULE 'A' PROPERTY.

11. **SHARING OF FLATS:** The **FIRST PARTIES** and the **SECOND PARTY** shall divide the apartment units/ flats comprising of constructed area allocable to their respective shares in the Apartment in the same proportion for which they are entitled for (i.e. 40% and 60% respectively). While doing so, the **FIRST PARTIES** shall get **40%** of the total salable constructed area and the **SECOND PARTIES** shall get 60% of the remaining constructed area. The **FIRST PARTIES** and the **SECOND PARTIES** shall also share the parking area, common areas, and rights over terrace, etc., in the same proportion, (i.e.40% and 60% respectively). The demarcation of the areas shall take place before commencement of the construction work, by means of executing a separate Supplementary Agreement. **SECOND PARTIES** or their / its nominee/s, the **SECOND PARTIES** hereby agrees to construct and deliver to the **FIRST PARTIES** free from all claims apartments building to be constructed on the **SCHEDULE 'A' PROPERTY** with parking and correspondents undivided interest of land.

12. In consideration of the **SECOND PARTIES** agreeing to deliver the owners constructed area as per above para the **FIRST PARTIES** hereby agree to transfer / convey to the **SECOND PARTIES** or their /its nominee/s assignee/s an undivided share in the **SCHEDULE 'A'**

Abdul Mubeed .

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M. S. M.

HON. SECRETARY
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Bismillah Nagar, Bangalore-560 029

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PROPERTY proportional and corresponding to 40% constructed area of apartment building along with 60% construct flats.

- 13. The construction is to be continued and carried out as per both the parties mutual understanding. In the event of there being any change in building permissible construction area in favor of both the parties as per the ratio hereinbefore contained.
- 14. **DELIVERY** : The **SECOND PARTIES** shall commence and complete the entire construction and deliver possession to the **FIRST PARTIES** share of the built up area within **24 months** from the date of received the approved plan from the concerned authority + 6 months grace period (Builder is on agreement to initiate the construction activity as soon as he / she / they received the approved plan from the concerned authority with all amenities electrical/water supplies facilities.
- 15. Notwithstanding what is stated above in the event of the building not being completed within the stipulated time for reasons which are beyond the control of the **SECOND PARTIES** such as statutory or government restriction or legal hurdles like a stay order, injunction orders passed by the competent Honourable Courts or any other Honourable Courts, or non-availability of steel, cement, civil commotion, act of God, the time lost in any of the above mentioned circumstances shall automatically stand extended by the actual time lost with no penal consequences and



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Bismillah Nagar, Bangalore-560 029

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the FIRST PARTIES hereby agree and assure that the FIRST PARTIES shall not demand any further amount EXCEPT THE GOODWILL AMOUNT form the SECOND PARTIES or their nominees due to the act of God or any other above said such reasons.

16. The parties have further agreed with regard to the specific division of the constructed area in the residential building, the residential building, the same shall be done in the ratio (40% FIRST PARTIES) (60% SECOND PARTIES) by executing a Supplementary Deed or Agreement of Sharing of Apartments, which shall be treated as part and parcel of this Joint Development Agreement.

17. It is agreed that the undivided interest of land in SCHEDULE 'A' PROPERTY which is agreed to be conveyed by the FIRST PARTIES to the SECOND PARTIES or the purchaser/s of flats shall be conveyed, enjoyed, held and 60% in the apartment building to be coextensive with the flats constricted ; and to be conveyed to the SECOND PARTIES as per this Joint Development, and not otherwise. At no point of time, the FIRST PARTIES shall be bound to convey the undivided share of land in SCHEDULE 'A' PROPERTY independent by not along with those constructed which are allocated to the share of SECOND PARTIES.

18. Super built up means and includes the total built up area of flats proportional constituents of common areas like,

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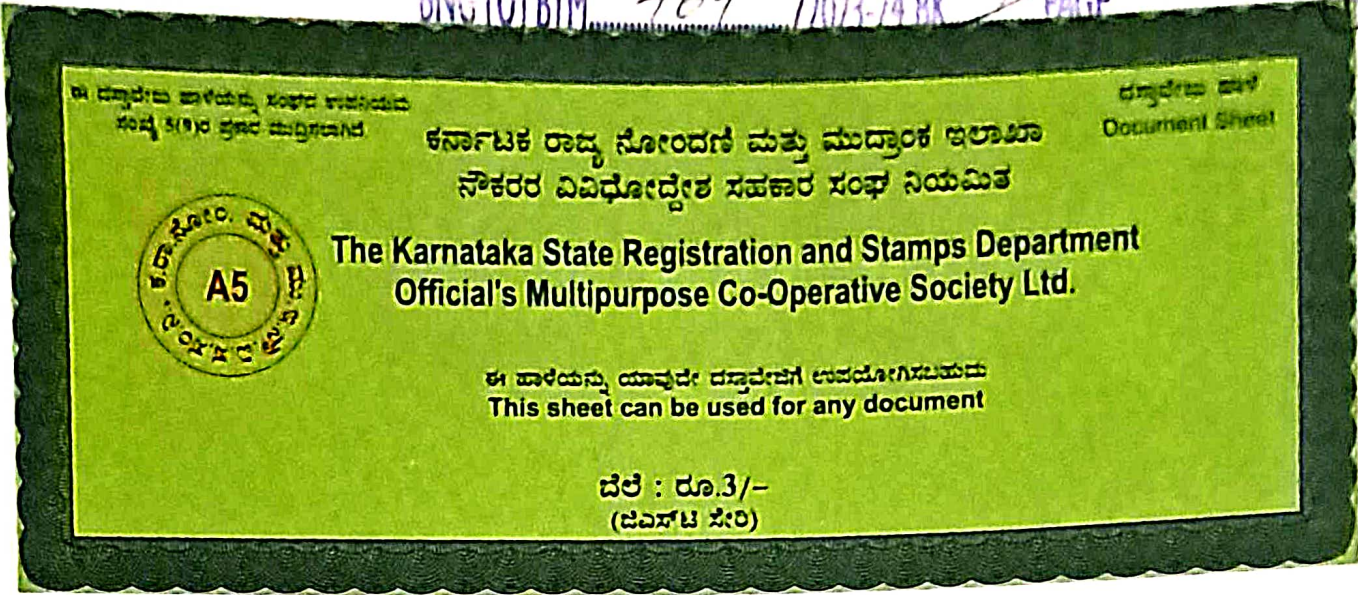
- 19. **INDEMNITY:** The **FIRST PARTIES** confirms that the title to the **SCHEDULE 'A' PROPERTY** is good , marketable and subsisting and that none else have any right, title or interest in the **SCHEDULE 'A' PROPERTY** and the same is not subject to any encumbrance, attachment of court or of taxation or acquisition proceedings or charges of any kind or any tenancy claims.
- 20. The **SECOND PARTIES** shall keep the **FIRST PARTIES** Fully indemnified and harmless against any loss or liability, cost or claim action or proceedings that may arise against the **FIRST PARTIES** by reason of any failure, on the part of the **SECOND PARTIES** to discharge the liabilities / obligations or on account of any act of omission or commission in using the **SCHEDULE 'A' PROPERTY** or putting up the construction and further the **SECOND PARTIES** shall be fully liable and responsible to the Government, Corporation and other authorities for compliance of all the statutory requirements.
- 21. That the Second Parties have paid a total sum of Rs.50,00,000/- (Rupees Fifty Lakhs Only) to the First Parties out of which an amount of Rs.30,00,000/- (Rupees Thirty Lakhs Only) as goodwill i.e., non-refundable security deposit amount and an amount of Rs. 20,00,000/- (Rupees Twenty lakhs Only) shall be payable by the

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Muhammad
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 Bismillah Nagar, Bangalore-560 029

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second parties to the first parties as Advance security deposit amount which is refundable, in the following manner. Note: Some of the payments are procured directly in the form of Demand Drafts from the customers of Second Party in favour of Bismillah Educational Trust. This is informed in advance in order to have clear records of accounts.

- a. Rs.50,000/- (Rupees Fifty Thousand Only) by way of cash as token advance at the Bismillah Educational Trust office in Bismillah Nagar on 03.10.2022.
- b. Rs.7,00,000/- (Rupees Seven Lakhs Only) by way of Demand Draft bearing No. 610903, dated : 08.03.2023, drawn on HDFC Bank, Bangalore.
- c. Rs.8,00,000/- (Rupees Eight Lakhs Only) by way of Demand Draft bearing No. 610909, dated : 08.03.2023, drawn on HDFC Bank, Bangalore.
- d. Rs.15,00,000/- (Rupees Fifteen Lakhs Only) by way of Demand Draft bearing No. 002377, dated : 14.03.2023, Payable at par at all Equitas Small Finance Bank Ltd., Ramakrishna Road, Salem - 636007.

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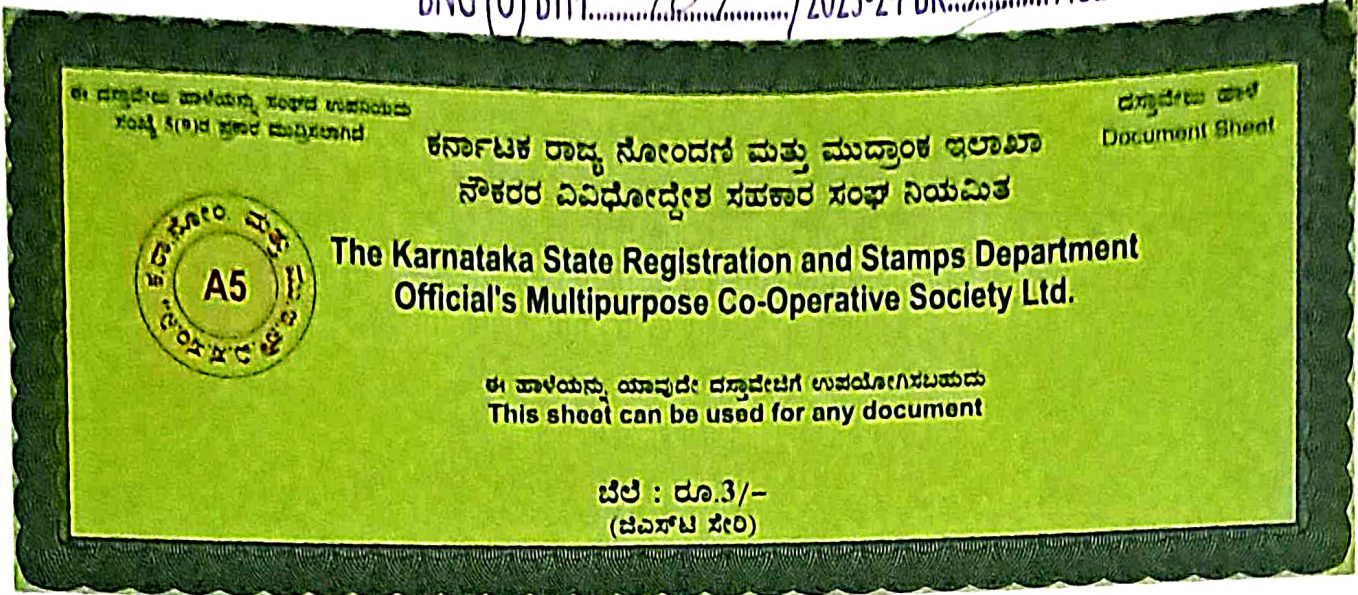
- e. Rs.5,00,000/- (Rupees Five Lakhs Only) by way of cheque bearing No. 000001, dated : 05.05.2023, drawn on Kotak Mahindra Bank Ltd., Jayamahal Extension Branch Nandidurga Road, Bangalore – 560 046.
- f. Rs.4,75,000/- (Rupees Four Lakh Seventy Five Thousand Only) by way of cheque bearing No. 000002, dated : 15.05.2023, drawn on Kotak Mahindra Bank Ltd., Jayamahal Extension Branch Nandidurga Road, Bangalore – 560 046.
- g. Rs.4,75,000/- (Rupees Four Lakh Seventy Five Thousand Only) by way of cheque bearing No. 000003, dated : 25.05.2023, drawn on Kotak Mahindra Bank Ltd., Jayamahal Extension Branch Nandidurga Road, Bangalore – 560 046.
- h. Rs.5,00,000/- (Rupees Five Lakh Only) by way of cheque bearing No.000002, dated : 25.05.2023, drawn on Kotak Mahindra Bank Ltd., Jayamahal Extension Branch Nandidurga Road, Bangalore – 560 046.

Thus the First Parties have received the total sum of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) from the second parties and acknowledges the same before the under mentioned witnesses.

Abdul Muheeb
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 BISMILLAH EDUCATIONAL TRUST, (REGD.)
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Whereas the First parties have agreed to refund the above said Advance Security deposit Amount of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to the Second parties immediately after completion of construction work of the Apartment without any delay, if in case the First parties delay to refund the above said security deposit amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) in that event the second parties shall hold the delivery of any one flat till the payment of above said amount.

21. **TRANSFER OF SECOND PARTIES SHARES:** The **FIRST PARTIES** hereby agrees to convey the **40%** of total constructed area and corresponding **60%** of undivided interest of land in **SCHEDULE 'A' PROPERTY**. Transfer the persons nominated by the **SECOND PARTIES** on their behalf.
22. The stamp duty, registration charges and expenses in connection with the preparation and execution of the deed/ of conveyance and /or other documents, relating to the share in the **SCHEDULE 'A' PROPERTY** agreed to be conveyed to the **SECOND PARTIES** or the nominee/s or assignee/s shall be borne by the **SECOND PARTIES** proportionately to its share of built up area.
23. The **SECOND PARTIES** are liable to pay the Service Charges and deposits payable to the Karnataka power Transmission Corporation Ltd., Bangalore Water Supply & Sewerage Board or other authorities in connection with flats falling to entire apartment;

Abdul muheeb
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- 24. After completion of construction work, The parties agree to bear the property tax according in respect of the flats allocated to their respective shares after delivery of **FIRST PARTIES'** share of flats
- 25. **OBLIGATION OF THE FIRST PARTIES :** The **FIRST PARTIES** shall sign and execute necessary application, papers, documents, and so all acts, deeds and things as the **SECOND PARTIES** may lawfully require in order to legally and effectively vest in the **SECOND PARTIES** nominee/s title to the undivided share in the **SCHEDULE 'A' PROPERTY** and for completing the development of the **SCHEDULE 'A' PROPERTY**.
- 26. That the **FIRST PARTIES** hereby assures the **SECOND PARTIES** that they have got legal, valid, and clear marketable title to deal with the **SCHEDULE 'A' PROPERTY** and they are entitled to enter this Joint Development Agreement without any obstruction from third parties.
- 27. That the **FIRST PARTIES** hereby assures the **SECOND PARTIES** that the **SCHEDULE 'A' PROPERTY** is free from court attachments, Minor claims and maintenance claim and also frees from all encumbrances.
- 28. **COMPLIANCE WITH:** In putting up the construction and providing electricity, water, sewerage and other amenities.

Abdul Muheeb
WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST,(REGD.)
Bismillah Nagar, Bangalore-560 029

[Signature]
~~NON-SECRETARY~~
BISMILLAH EDUCATIONAL TRUST,
Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES
[Signature]
PARTNER

AL MALIK VENTURES
[Signature]
PARTNER

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘರ ಉಪಯೋಗ
ಸಂಖ್ಯೆ ೨(೨)ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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29. **POWER OF ATTORNEY:** That the **FIRST PARTIES** shall execute the General Power of Attorney in favor of the **SECOND PARTIES** authorizing to sell, convey, lease etc., the portion of Developer's share of constructed area along with corresponding undivided interest of land in favor of the intending purchaser/s etc.,
30. **NAME OF THE MULTI STOREY COMPLEX:** The parties have decided in naming the Apartment building to be constructed in the **SCHEDULE 'A' PROPERTY** shall be named as **BET AL-MALIK ENCLAVE** as per the builder choice.
31. **ADVERTISEMENT:** After execution of this Agreement, the **SECOND PARTIES** shall be entitled to erect boards / hoarding in the **SCHEDULE 'A' PROPERTY** advertising for sale and disposal of the built up areas in the **SCHEDULE 'A' PROPERTY** and to publish in the newspapers calling for applications from prospective purchaser/s and market their share of the land and buildings in the **SCHEDULE 'A' PROPERTY** in any manner the **SECOND PARTIES** may deem fit.
32. **DOCUMENTS OF TITLE:** The **FIRST PARTIES** have this day delivered the certified copies of the title deeds of the **SCHEDULE 'A' PROPERTY** in favor of the **SECOND PARTIES** and keeps the originals with themselves and further have agreed to show the originals title deeds in respect of the **SCHEDULE 'A' PROPERTY** to the **SECOND PARTIES** as and when required and further the **FIRST**

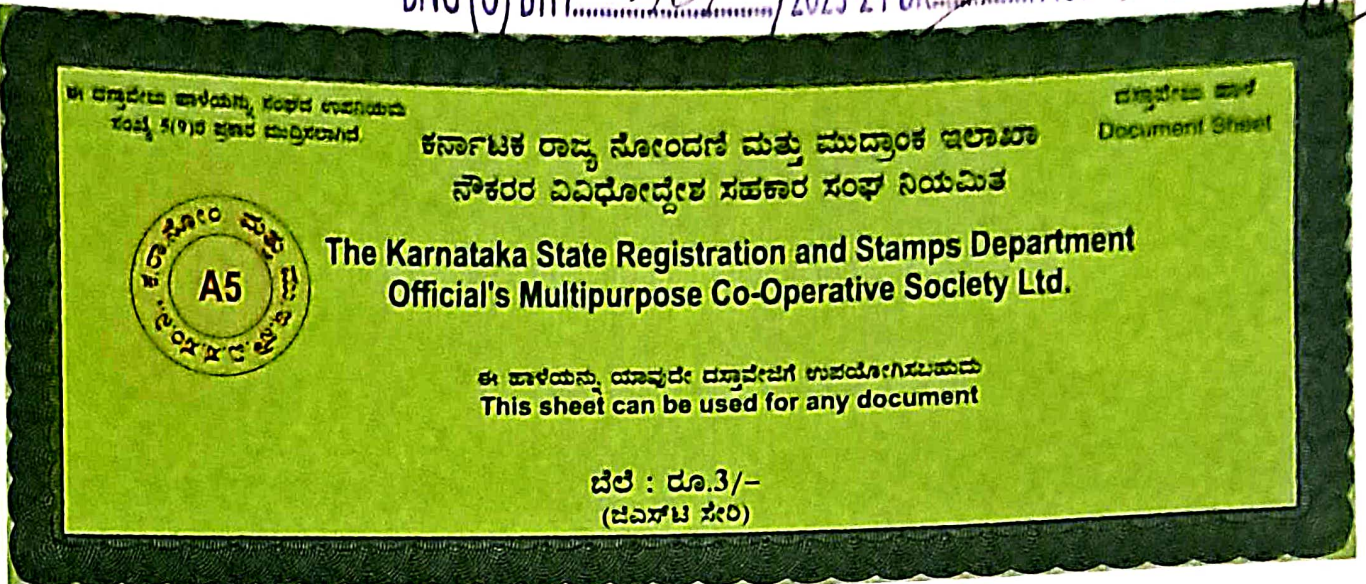
Abdul Muheeb
WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST, REGD.
Bismillah Nagar, Bangalore-560 029

Wankar
HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES

[Signature]
PARTNER

AL MALIK VENTURES
[Signature]
PARTNER



PARTIES assured that the original documents / title deeds in respect of the **SCHEDULE 'A' PROPERTY** have not been deposited in any financial institutions / Co-operative Societies / Third Parties.

33. The **FIRST PARTIES** have agreed to deliver the original documents in respect of the **SCHEDULE 'A' PROPERTY** to the apartment association after its formation.

34. **BREACH AND CONSEQUENCES:** In the event of breach of the terms of this agreement by either party / parties the aggrieved parties shall be entitled to specific performance and also to entitle to recover all losses and expenses incurred as consequences of such breach from the parties committing the breach.

35. **DEFECT LIABILITY PERIOD:** The **SECOND PARTIES** at their / its costs shall be liable to rectify any defect in the **OWNERS CONSTRUCTED AREA** up to a period of 12 months from the date of completion of the construction. However small air cracks in the plaster masonry which is quite normal in best of the construction shall not be considered as defects.

36. **ADDITIONAL F.A.R:** in the event of additional F.A.R is available for construction in future the **SECOND PARTIES** shall have the right to put up the additional construction at its own costs and expenses. The **SECOND PARTIES** shall be entitled to 60% share in the additional super built up area and likewise the **FIRST PARTIES** shall

Abdul Mubeeb
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Ushara
HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST(REGD.)
Bismillah Nagar, Bangalore-560 029

Al Malik
AL MALIK VENTURES
PARTNER

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AL MALIK VENTURES
PARTNER

ಈ ದಸ್ತಾವೇಜು ಪಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ
ಸಂಖ್ಯೆ 5(9)ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ

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be entitled to 40% share in the additional super built up area therein. The parties do hereby agree in such an event that they shall be eligible for proportionate undivided share in the land as well as SCHEDULE 'A' PROPERTY.

- 37. **BUILDING SPECIFICATIONS:** The entire apartment building to be constructed in the SCHEDULE 'A' PROPERTY shall be of best quality R.C.C structure as per the Indian Bureau of Standard Specification. The quality and standard of construction of flats allotted to the share of **FIRST PARTIES** and **SECOND PARTIES** shall be same and identical in all respects.
- 38. That further it is understood between both the parties that both the First and Second Parties shall not put up any construction over the terrace area and the terrace shall be used and enjoyed by all the flats owners commonly.
- 39. **RIGHT OF INSPECTIONS:** The **FIRST PARTIES** herewith reserves its right of inspection of the SCHEDULE 'A' PROPERTY with a qualified Engineer of its choice during construction with prior intimation to the **SECOND PARTIES** should respond positively / incorporate suggestions made by the Engineer of the **FIRST PARTIES** in order to ensure the quality of the construction work.

Wanika
HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

Abdul Muhub

WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

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PARTNER

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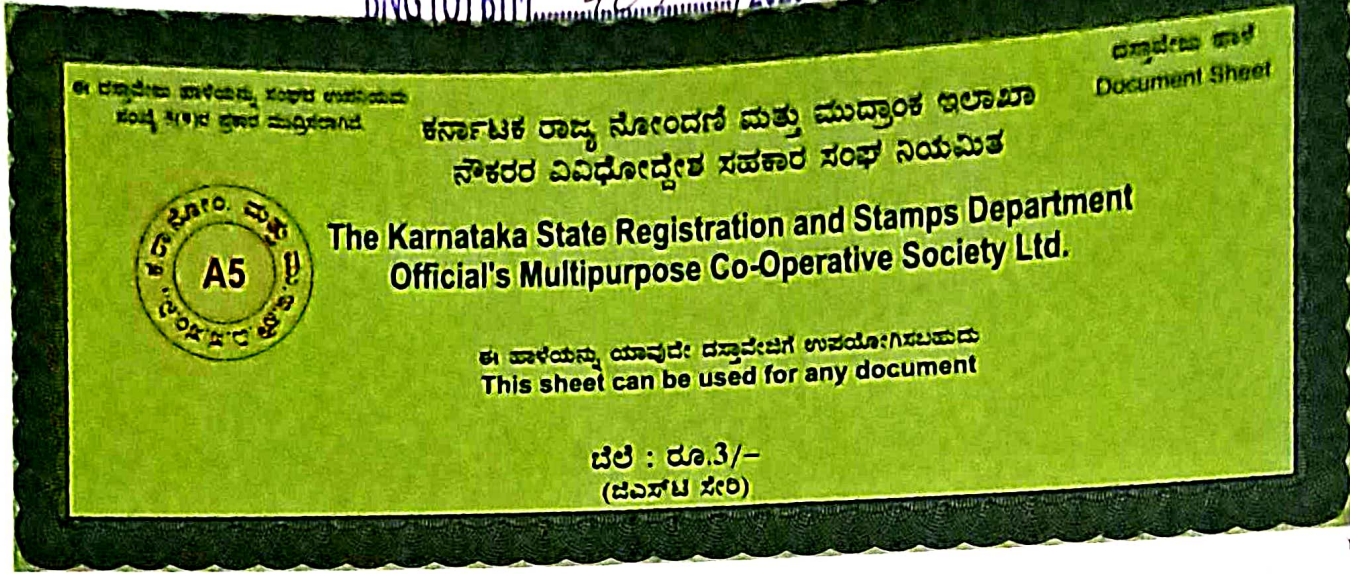
40. **AUTHORIZATION:** The person signing this agreement on behalf of the respective parties represents and covenants that they have the authority to sign and execute this agreement.
41. **JURISDICTION:** The Honourable Courts at Bangalore have the jurisdiction to entertain the case.
42. **CUSTODY:** The original of the Joint Development Agreement shall be retained by the **SECOND PARTIES** and the **FIRST PARTIES** is entitled for copy of the same.
43. **DEFAULT:** That if in case the previous owner raises any dispute / litigation or any kind of nuisance for demanding any amount in that event both the First and Second Parties shall set right the same mutually as per their ratio [40% and 60%] without prolonging the matter.
44. The First Party and Second Party agree to hold a launch event by inviting key personalities from the government, religious, political, educational and social circles. The event will be performed either at the project site or at any function hall to be jointly decided by both the parties.

[Signature]
 BISMILLAH EDUCATIONAL TRUST/REGD.
 Bismillah Nagar, Bangalore-560 029

Abdul Muheeb
 WORKING CHAIRMAN
 BISMILLAH EDUCATIONAL TRUST, REGD.
 Bismillah Nagar, Bangalore-560 029

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[Signature]
 PARTNER

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[Signature]
 PARTNER



SCHEDULE 'A' PROPERTY

All that piece and parcel of immovable property bearing Old Sy. No. 90/2, Site No. 89 & 90, Katha No. 90/2-89-90, situated at 3rd Cross, Aradhana Layout, Kothanur Village, Uttarahalli Hobli, Bangalore South, Bangalore - 560 076, Presently comes under BBMP Limits Ward No. 195, now new Ward No. 175-Bommanahalli, Bangalore, totally measuring 4722 square feet.

AND BOUNDED ON THE

- East by : Site No. 91.
- West by : Private Property.
- North by : Road.
- South by : Private Property.

Abdul Muneeb

WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

M. S. S.

HON. SECRETARY
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES
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SCHEDULE 'B' PROPERTY

All that piece and parcel of 40% right, title and interest in the super built up area of the apartment building to be constructed on SCHEDULE 'A' PROPERTY together with 40% undivided share in the land in the SCHEDULE 'A' PROPERTY along with common areas, amenities and parking marked as **FIRST PARTIES** / owner share.

SCHEDULE 'C' PROPERTY

All that piece and parcel of 60% right, title and interest in the super built up area of the apartment building to be constructed on SCHEDULE 'A' PROPERTY together with corresponding 60% undivided interest of land in the SCHEDULE 'A' PROPERTY along with common areas, amenities and parking marked as **SECOND PARTIES** / Developer's share.

Abdul Muheeb
WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST (REGD.)
Bismillah Nagar, Bangalore-560 029

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BISMILLAH EDUCATIONAL TRUST
Bismillah Nagar, Bangalore-560 029

AL MALIK VENTURES
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PARTNER

AL MALIK VENTURES
[Signature]
PARTNER

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ಸಂಖ್ಯೆ 5(9)ರ ಕ್ರಮದ ಮೇರೆಗೆ ಬಳಸಬಹುದು

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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

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IN WITNESS WHEREOF, the Parties above named have set their
respective signatures to this **JOINT DEVELOPMENT AGREEMENT** on
the above day, month and year mentioned above in the presence of the
witnesses.

WORKING CHAIRMAN
BISMILLAH EDUCATIONAL TRUST,REGD
Bismillah Nagar, Bangalore-560 029

WITNESSES:

1. *fayaz*
17 Bismillah Nagar
Bang - 29

Abdul Muheeb
M/s. BISMILLAH EDUCATIONAL TRUST
Represented by its WORKING CHAIRMAN
[ABDUL MUHEEB]

2. *[Signature]*
No 4, old No: 82,
1st cross, LDC colony
3rd block East
Jayangar
Bangalore - 560011

[Signature]
HONOURABLE SECRETARY
[MOHAMMED SAIFULLA]
FIRST PARTIES

[Signature]
AL MALIK VENTURES
M/s. AL-MALIK VENTURES
Represented by its Partners
[M.P.AHAMED HASAN]
AL MALIK VENTURES

[Signature]
PARTNER
[SYED USMAN GHANI]
SECOND PARTIES

[Signature]
Self charged