

Branderker Rel Puny gran danie sia DSK Edy Col 100 de Trist हस्ते क्या नांव व पता A keelm weyn ale - Puar h च्या वहारणकाही ज्यांनी प्रांत काली केल्या त्याच कारणकाही क्रिक क्रोडी अध्यापासून ६ म्हरून्यार आपरण धारानकास्य आहे

AN Ly भूतंन विकत घेणाऱ्याची सही ६५८/ए, डेक्कन जियखाना पुणे ४११००४

Memorandum of understanding



2 FEB 2023





### Memorandum of Understanding

This Memorandum of Understanding is made and executed at Pune on this 22 nd Day of February 2023,

#### **BETWEEN**

### Samarth Sahakari Bank Ltd. Solapur.

(A Body Corporate doing the business of Banking duly registered under the provisions of the Maharashtra Co Operative Societies Act 1960, Having its Head Office at Antrolikar Shopping Centre Datta Chowk Solapur.)

Through its Deputy Manager,

Shri. Umesh Laxmikant Joshi

Age - 56 Yrs., Occ. :- Service

R/O:-Relicon Society, Ambegaon Budruk

Pune.

Hereinafter called and referred as The Party of the "First Part" (Which expression shall unless excluded by or repugnant to the context be deemed to include his executers, administrators, legal representative, successors and permitted assigns.)

#### AND

#### D.S.Kulkarni Educational Trust.

Reg. Under Public Trust Act, Reg. No. E-3983/Pune

PAN :- AAATD 6703 D

Through its Managing Trustee

Mrs. Sushama Sudhir Tikhe

Age: - 52 Years, Occ.

R/O: - Flat No. 5, Namdev Smruti, Panmala,

Pune - 411030.







Hereinafter collectively called and referred as The Party of the "Second Part"

(Which expression shall unless excluded by or repugnant to the context be deemed to include Said Trust, it's present trustees and their executers, administrators, legal representative, successors and permitted assigns.)

### **Description of the Property**

All that piece and parcel of the land situated at Village Dhayari, Taluka Haveli, Dist, Pune bearing Survey no.123/1, 123/19, 123/28, 123/29, 123/1 and 123/28 collectively having total area 25623 Sq.Mtr. along with building thereon ( i.e. building Adm. 2858.23 Sq.Mtr. constructed on the said land ).

( Hereinafter collectively referred as the "Said Property" )

#### WHEREAS,

The said property mentioned in the above schedule is owned and possessed by the Party of the First Part by the way of Certificate of Sale vide Sr.No.8172/2021 dt.10/12/2021 And Party of the First Part is absolute owner and possessor of the Said Property and assured that Said property is clear and free from all encumbrances.

A) Party of the First Part has expressed their willingness to sale the Said Property on "As is where is, as is what is and whatever there is" basis and Party of the Second Part is at present running school known as "DSK School" has approached to Party of the First Part and given the proposal for purchasing the Said Property so that, activity of "DSK School" will not be disturbed.

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B) Considering the proposal of the Party of the Second Part, Party of the First Part has approved the proposal in its Board meeting vide board resolution number 26 dt. 20 /02 /2023 on executing Memorandum of Understanding with following terms and conditions

C) Considering the proposal of the Party of the First part, party of the second part in its meeting vide Resolution dated 15<sup>th</sup> Feb 2023 has approved to purchase the said property on executing Memorandum of Understanding with following terms and conditions, so that, activity of "DSK School" will not be disturbed and there will be no loss for the students of "DSK School".

NOW BOTH THE PARTIES ARE ENTEREING INTO THIS MEMORANDUM OF UNDERSTANDING ON FOLLOWING TERMS AND CONDITIONS:-

Party of the Second Part agree to purchase the said property (i.e. Land portion along with constructed building thereon) for total consideration amount of **Rs. 25,50,00,000/-** (Rs. Twenty Five Crores Fifty Lakh Only) from Party of the First Part i.e. from Samarth Sahakari Bank Ltd. Solapur.

1)

(a) Out of the total consideration amount Party of the Second Part has paid Rs. 5,50,00,000/- (Rs. Five Crore Fifty Lakh Only) on vide RTGS No. UBINH22346576121 dt. 12/12/2022 through Union Bank of India Branch DSK Vishwa, Pune. (The Receipt of the said amount is acknowledged by Party of the First Part and No separate receipt is required).

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(b) The Party of the Second Part agree to pay balance amount of Rs. 20,00,00,000/- (Rs. Twenty Crore Only) as below:-

Amount (Rs.)	Particulars
Rs. 1,00,00,000,	will be paid on or before 31/03/2023
Rs. 3,00,00,000,	will be paid on or before 30/06/2023
Rs. 4,00,00,000,	will be paid on or before 30/09/2023
Rs. 3,00,00,000,	will be paid on or before 31/12/2023
Rs. 6,00,00,000,	will be paid on or before 31/03/2024
Rs. 3,00,00,000/	will be paid on or before 30/06/2024
Rs. 20,00,00,000/	(Rs. Twenty Crores Only)

(c) Total amount of the consideration shall be paid by the Party of the Second Part after deduction of Income Tax (TDS) as per applicable rates and TDS Certificate of the deduction shall be issued by the Party of the Second Part within stipulated time in favour of Party of the First Part.

Party of the First Part hereby agree that after receipt of entire amount, the y will execute Sale Deed/Conveyance Deed on or before 30/06/2024 in respect of the said property in favour of Party of the Second Part and /or it's Assignee /Transferee.

- 4) Party of the Second Part agrees to bear stamp duty and registration charges for the purchase of the said property.
- Party of the First Part is going to sale the Said Property on "as is where is, as is what is and whatever there is basis so Party of the First Part is not responsible for any government tax or dues regarding the Said Property and Party of the Second Part hereby agree to bear all such government taxes and dues if any.
- Party of the second part has done all the legal due diligence regarding the title of the said property and found the title clear and marketable.

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- Party of Second part has right to assign all its rights / title on the property either in part or full at its discretion to any other person/Party and Party of First Part is duty bound to complete the transaction by effecting one or more sale deed/s in favour of Party of the Second Part or its Transferee/Assignee..
- If party of Second Part fails to deposit the total amount within specified period (i.e on or before 30<sup>th</sup> June 2024) then in that case Party of the first Part reserves its to sale the said property to any other entity with better consideration amount. In such event Party to first Part will refund the entire amount collected from Party to second part.
- 9) It is agreed that, Crystal clear title and hassle free irrevocable possession is the sole responsibility of the Party of the First Part and it is the essence of this MOU. Party of the First Part is responsible only If any disputes /legal cases arises on the title of property only on account of sale deed no. 8172/2021 dt.10/12/2021. In such event it is sole responsibility of the party of first to get it clear at their cost. In such circumstances party of second reserve right to call back the consideration paid

This MOU shall be made in two original copies out of that one copy will be retained by Party of the First Part and another will be retained by Party of the Second Part.

IN WITNESS WHEREOF the Parties hereto have set and subscribed his respective Hand and Seal hereunto on the 22 Day of February 2023.

SIGNED AND DELIVERED BY
WITHTIN NAMED

Samarth Sahakari Bank Ltd., Solapur

Through its Deputy Manager,

SHRI. UMESH LAXMIKANT JOSHI

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## SIGNED AND DELIVERED BY

#### WITHTIN NAMED

#### **D.S.Kulkarni Educational Trust**

Through its Managing Trustee

MRS. SUSHAMA SUDHIR TIKHE



#### IN THE PRESENCE OF WITNESSES:-

1) SIG. :

NAME:

ADD: Bushyper for 554 Pm

2) SIG. : \_

NAME: Shilpa S. Deshpande

ADD: Vanun B 203, DEK Vishwa

Pune-HI





Vand Ha M. Deogashkar Advecate & Notary Sovt. of India, Pune Regd. No. 16149

Sr. No. 94/2023 22/02/2023

















# भारतीय विशिष्ट ओळख प्राधिकरण

## भारत सरकार

Unique Identification Authority of India Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1037/32004/06798

To, उमेश लक्ष्मीकांत जोशी Umesh Laxmikant Joshi 42, Dnyaneshwar Housing Society, Majarewadi, Hotgi Road Solapur Zilla Nayalaya Solapur Solapur Maharashtra 413003 9881736428

Ref: 62 / 15E / 122215 / 123690 / P



UE468351045IN



आपला आधार क्रमांक / Your Aadhaar No.:

5203 3107 9857

आधार — सामान्य माणसाचा अधिकार



भारत सरकार GOVERNMENT OF INDIA



उमेश लक्ष्मीकांत जोशी Umesh Laxmikant Joshi जन्म वर्ष / Year of Birth : 1966 पुरुष / Male



5203 3107 9857

आधार — सामान्य माणसाचा अधिकार

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Spring



आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card CMVPB6972M

HTH / Name AMOL NARAYAN BHALERAO

पिता का नाम / Father's Name NARAYAN BHALERAO

जन्म की तारीख Date of Birth 26/10/1990 d

हस्तादार / Signature



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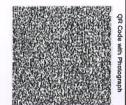


## भारतीय विशिष्ट ओळख प्राधिकरण

### भारत सरकार Unique Identification Authority of India Government of India

नोंदणी क्रमांकः/ Enrolment No.: 2006/13941/36026

अमोल नारायण भालेराव Amol Narayan Bhalerao 1/45, Budhwar Peth, Jay Malhar Chowk Opp Vitthal Mandir Solapur Solapur Maharashtra - 413002 9637581023



आपला आधार क्रमांक / Your Aadhaar No.::

xxxx xxxx 1841 VID: 9135 0037 4510 0451

आधार, माझी



Government of India



अमोल नारायण भालेराव Amol Narayan Bhalerao जन्म तारीख/DOB: 26/10/1990 पुरुष/ MALE



माझे आधार, माझी ओळख







#### सूचना

- 🝙 आधार ओळखीचे प्रमाण आहे, नागरीकत्वेचे नाही.
- 🔳 ओळखीचे प्रमाण ऑनलाइन ऑथेन्टीकेशन द्वारा प्राप्त करा..
- 🔳 हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

#### **INFORMATION**

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.
- आधारला देशभरात मान्यता आहे.
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



आरसीय विशिष्ट ओळख प्राधिकरण Unique Identification Authority of India

9/४५, बुधवार पेत, जय मल्हार चौक, विञ्चल मंदिर समोर, सोतापुर, सोतापुर, महाराष्ट्र - 413002

Address: 1/45, Budhwar Peth, Jay Malhar Chowk, Opp Vitthal Mandir, Solapur, Solapur, Maharashtra - 413002



**xxxx xxxx 1841** 

VID: 9135 0037 4510 0451

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# भारतीय विशिष्ट ओळख प्राधिकरण

# भारत सरकार Unique Identification Authority of India Government of India

नोंदणी क्रमांकः/ Enrolment No.: 2006/12524/12230

शिल्पा सचिन देशपांडे Shilpa Sachin Deshpande AB-205, Megh malhar Klrkatwadi DSK Vishwa Pune City Vadgaon Budruk Pune Maharashtra - 411041 8421218689



आपला आधार क्रमांक / Your Aadhaar No. :

9207 8312 4198 आधार, माझी ओळख



अगरत सरकार Government of India



शिल्पा सचिन देशपांडे Shilpa Sachin Deshpande जन्म तारीख/DOB: 23/11/1982 महिला/ FEMALE

9207 8312 4198

आधार, माझी ओळख







सूचना

- आधार ओळखीचे प्रमाण आहे. नागरीकत्वेचे नाही.
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AB-205, Megh malhar, Kirkatwadi, DSK Vishwa, Pune City, Pune,

Maharashtra - 411041

पत्ता:

एबी-205, मेघ मल्हार, किरकटवाडी, डीएसक विश्व, पुणे शहर, पुणे,

महाराष्ट्र - 411041

9207 8312 4198

