

महाराष्ट्र MAHARASHTRA ◐ 2020 ◐

NAGPUR TREASURY
YF 242134
29 JUN 2021
Stamp Head Clerk / Sr. Clerk

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made at Nagpur on this 31st day of July, 2021, between

M/s Leverage Infrastructures Pvt. Ltd., a Company registered under the Companies Act, 1956, having it's Registered Office at FF- 1/2/3, Girish Heights, Kamptee Road, Sadar, Nagpur - 440001 through it's Authorized Signatory and Director **Shri Aditya s/o Umesh Gupta** aged about 36 years, resident of Rajnagar, Nagpur, Occupation: Business (PAN No. AACCL2396R) (CIN No. U70102MH2012PTC226275)

७) मुद्रांक विक्री नोंद वही अनु. क्रमांक	1638 / दिनांक 8/6/2023
२) दस्ताचा प्रकार	
३) किंमत नोंदवी करणार आहेत काय.?	
४) मिळकतीचे थोडक्यात वर्णन	
५) मुद्रांक विकत घेणाऱ्याचे नाव व सही	
६) हजर असल्यास त्यांचे नांव, पत्ता व सही	
७) दुसऱ्या पक्षकाराचे नांव	
८) मुद्रांक शुल्क रक्कम	

तारा सरकार

मुद्रांक विक्रेता, ला. क्र. १/८६, कोड क्र. ४१,०५०३
जिल्हाधिकारी परिसर, त.कार्यालय, नागपूर. (ग्रा)

ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Hereinafter referred to and called the "PARTY NO. 1" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said PARTY NO. 1, their legal heirs, legal representatives, successors, administrators, assigns etc. of the FIRST PART;

AND

M/s Leverage Spaces LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act., 2008, having it's Registered Office at FF- 1/2/3, Girish Heights, Kamptee Road, Sadar, Nagpur - 440001 through its Authorized Signatory and Partner **Shri Vivek s/o Gobind Prasad Agarwal** aged about 34 years, resident of New Delhi, Occupation: Business (PAN No. AAHFL2019F) (LLP Identification No. AAK-5481)

Hereinafter referred to and called the "PARTY NO. 2" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said PARTY NO. 2, their legal heirs, legal representatives, successors, administrators, assigns etc. of the FIRST PART;

WHEREAS,**M/s Leverage Spaces LLP** is the Owner of All that piece and parcel of land bearing Survey Khasra Gat No. **152/3,** admeasuring about **0.81 Hectares (2.00 Acres)**, Land Revenue Rs. 3.61, with Occupant Class I, situated at P.H. No. 38, Mouza: Pipla, Tahsil: Nagpur (Rural), District: Nagpur having purchased the same vide Registered Sale Deed dated 25th October, 2017 which has been duly registered at Sr. No. 8736-2017 with the Office of the Sub Registrar, Nagpur (Rural) – 10 on 30th October, 2017.

WHEREAS, **M/s Leverage Spaces LLP** is also the Owner of All that piece and parcel of land bearing Survey Khasra Gat No. **152/1**, admeasuring about **1.16 Hectares (2.86 Acres)**, Land Revenue Rs. 5.16, with Occupant Class I, situated at P.H. No. 38, Mouza: Pipla, Tahsil: Nagpur (Rural), District: Nagpur having purchased the same vide Registered Sale Deed dated 17th October, 2017 which has been duly registered at Sr. No. 8532-2017 with the Office of the Sub Registrar, Nagpur (Rural) – 07 on 17th October, 2017. Out of the above 1.16 Hectares, **M/s**

Leverage Spaces has sold **0.42 Hectares** to **M/S Leverage Infrastructures Private Limited** vide Registered Sale Deed dated 13thFebruary, 2019 which has been duly registered at Sr. No. 1692-2019 with the Office of the Sub Registrar, Nagpur (Rural) – 10 on 11thFebruary, 2019.

Therefore, to conclude and for clear understanding:

a) 152/3 admeasuring **0.81 Hectares** owned by **M/s Leverage Spaces LLP** shown in **BLUE color**

b) 152/1 admeasuring **0.74 Hectares** owned by **M/S Leverage Spaces LLP** shown in **GREEN color**

c) 152/1admeasuring **0.42 Hectares** owned by **M/S Leverage Infrastructures Private Limited** shown in **RED color**

WHEREAS, for the proper utilization of the common amenities, **PARTY NO 1 AND PARTY NO 2** have entered into this Memorandum of Understanding for better utilization of the Common Amenities, Open Spaces and other facilities more particularly enumerated in this MOU.

AND WHEREAS, the parties hereto had due deliberations and discussions, and consequences thereof the, **PARTY NO 1** also accepted the proposal of the **PARTY NO 2** and agreed to Propose of development of Common Amenities, Open Spaces and other facilities on the terms and conditions so settled and agreed in writing as under:

1. **Sewage Treatment Plant (STP)** – The STP will be designed taking into account all the Tenements of Kh No. 152/3 and Kh No. 152/1. The STP will be located at 152/3 (Blue) and the maintenance of the same shall be the joint responsibility of all the Residents of Kh No. 152/1 and 152/3.

2. **Club House** –The Club House facility shall be used by all the Tenements of Kh No.152/3 and Kh No.152/1. The Club House will be located at 152/3

(Blue) and the maintenance of the same shall be the joint responsibility of all the Residents of Kh No. 152/1 and 152/3.

3. **Open Space** –The Open Space that will be provided in both the Layouts shall be used by the Tenements of Kh No.152/3and Kh No.152/1. The maintenance of the same shall be taken care of jointly by the Tenements of both the Layout.
4. **Amenity Space** –The Amenity Space will be provided at Kh No. 152/1 but it will be accessible to all the Tenements of Kh No.152/3 and Kh No.152/1. That the right of ownership over public utility land as enumerated in the respective deed of declaration coupled with respective conveyances shall prevail and shall not affect the right of the owners.
5. **Entrance Gate** –There will be one Common Entrance Gate for both the Layout which will be situated at Kh no 152/1. The responsibility for the maintenance of the same shall be the joint responsibility of all the Residents of Kh No. 152/1 and 152/3.
6. **Organic Waste Compositor** - The Organic Waste Compositor will be designed taking into account all the Tenements of Kh No.152/3 and Kh No.152/1. The Organic Waste Compositor will be located at Kh No. 1521/1 and the maintenance of the same shall be the joint responsibility of all the Residents of Kh No. 152/1 and 152/3.
7. **Transformer** - The Transformer and the Electrical Load shall be designed taking into account all the Tenements of Kh No.152/3 and Kh No.152/1. The Transformer will be located at Kh No. 152/3.
8. **Road & Footpath** – There will be one Common Road for the entrance of both the Layout which will be situated at Kh no 152/1. The responsibility for the maintenance of the same shall be the joint responsibility of all the Residents of Kh No. 152/1 and 152/3.

That the parties mutually agree to share the common areas as aforesaid for the beneficial use of the Purchaser's of both the Layouts.

IN WITNESS WHEREOF, parties hereinabove named have set their respective hands and signed this **MEMORANDUM OF UNDERSTANDING**at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

WITNESS:

1)

2) Ajay Kumar.

M/s Leverage Infrastructures Pvt. Ltd
(PARTY NO. 1)

M/s Leverage Spaces LLP
(PARTY NO. 2)