**Ref No: 24**  **10-Dec-2018**

**ICICI Bank Ltd.**

Dear Sir,

Re: Permission to mortgage FLAT no A-02, 02ND FLOOR, Tower A, A SAMPLE PROJECT 3 at S.No. 25/1/1 Deccan, Pune.

This is to confirm that we have sold FLAT no A-02, Tower A, A SAMPLE PROJECT 3 at S.No. 25/1/1 Deccan, Pune, admeasuring 950.00 sq ft (Chargeable Area) on the 02ND FLOOR in our scheme “Kanix City”situated at Kothrud, Pune under construction to Amit Kumar**,** residing B wing-501,sai ambiance,Pimpale saudagar,pune,for a total consideration of Rs 61,37,500.00/- (Rupees Sixty One Lakh Thirty seven Thousand Five Hundred only ) under an agreement dated 16-03-1905.

We confirm that we have obtained necessary permissions/approvals/sanctions for constructions of the said building from all the concerned competent authorities and the construction of the building as well as of the flat is in accordance with the approved plans. We assure you that the said flat as well as the said building and the land appurtenant thereof are not subject to any encumbrance, charge or liability of any kind what so ever and that the entire property is free and marketable. We have a clear, legal and marketable title to the said property and every part thereof.

Amit Kumarhave paid an amount of Rs 3,03,328.12/-(Rupees Rupees Three Lakh Three Thousand Three Hundred Twenty Eight And Twelve Paise Only ) and a sum of Rs 58,34,171.88/- (Rupees Rupees Fifty Eight Lakh Thirty Four Thousand One Hundred Seventy One And Eighty Eight Paise Only ) remains to be paid towards the cost of the said flat.

Possession of the said flat will be given to Amit Kumar on payment of the full consideration of the flat.

We are aware that the said Amit Kumarhave approached ICICI Group Enterprise for a loan for purchasing the said flat and that ICICI Group Enterprise has agreed to sanction the loan to Amit Kumar to purchase the above flat and to Amit Kumar have agreed to mortgage the said flat in your favour of your security trustee as security for the said loan. We hereby confirm that we have no objection to Amit Kumar mortgaging the said flat to your Company / in your favour of your security trustee by way of security for repayment of the said loan.

:2:

And not withstanding anything to the contrary contained in the said Agreement for sale, we hereby agree to note the aforesaid charge in our books in respect to the said flat Amit Kumar will not be permitted to transfer, assign, sell off /Cancel or in any other way/manner deal with the said flat prejudicial to the interest of your Company, without the prior written consent of aforesaid mortgage.

6)We undertake to form a Co-operative society/Condominium under the Apartment Ownership act of the premises/ flat holders in the aforesaid building within the statutory period. And we agree to inform and give proper notice to the Co-operative society/ Condominium as an when formed, about and said unit/flat being so mortgaged to you company / the security trustee nominated by your Company.

7)We futher agree that in case the Agreement for sale of the flat/premises executed between ourselves and Amit Kumar is terminated or otherwise the flat / premises purchase transaction is cancelled on on account of non payment of own contribution or for any reason whatsoever, then your bank shall have priority over the sum or sums of money advanced to Amit Kumar and paid to us, and we hereby undertake to forthwith refund to you without demur , such sum/sums of money paid to us , provided a written confirmation for the same is procured by you from your borrower/ our purchaser.

Yours faithfully,

**For Sample Company1**