**Ref No: 28**  **10-Dec-2018**

**ICICI Bank Ltd.**

Dear Sir,

Re: Permission to mortgage FLAT no A-01, 01ST 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-01, Tower A, A SAMPLE PROJECT 3 at S.No. 25/1/1 Deccan, Pune, admeasuring 1,020.00 sq ft (Chargeable Area) on the 01ST FLOOR in our scheme “Kanix City”situated at Kothrud, Pune under construction to Neeta Desai**,** residing 1445 Sadashiv peth Pune,for a total consideration of Rs 63,20,000.00/- (Rupees Sixty Three Lakh Twenty Thousand 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.

 Neeta Desaihave paid an amount of Rs 13,19,369.86/-(Rupees Rupees Thirteen Lakh Nineteen Thousand Three Hundred Sixty Nine And Eighty Six Paise Only ) and a sum of Rs 50,00,630.14/- (Rupees Rupees Fifty Lakh Six Hundred Thirty And Fourteen Paise Only ) remains to be paid towards the cost of the said flat.

Possession of the said flat will be given to Neeta Desai on payment of the full consideration of the flat.

We are aware that the said Neeta Desaihave approached ICICI Group Enterprise for a loan for purchasing the said flat and that ICICI Group Enterprise has agreed to sanction the loan to Neeta Desai to purchase the above flat and to Neeta Desai 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 Neeta Desai 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 Neeta Desai 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 Neeta Desai 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 Neeta Desai 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**