Date: **30-05-2025**

Place:

To,

ICICI Bank Limited

Dear Sir,

Re: Permission to mortgage flat no. **C-10** on the **Ground Floor GF** of the building proposed to be named as / named as **SHUBHASHRAY VILAS PHASE III** situated at **Neemrana, Village-Kundansinghpura, Alwar-301705 Rajasthan**

1. This is to confirm that we have allotted/sold flat no. **C-10** measuring  **439.63**sq. ft. (carpet/built-up area) on the **Ground Floor GF** of the building proposed to be named as / known as **SHUBHASHRAY VILAS PHASE III** situated at **Neemrana, Village-Kundansinghpura, Alwar-301705 Rajasthan** which is under construction / constructed by us to Mr.Sumant Magon for a total consideration of Rs.  **29,30,010.00/-** (Rupees **Twenty Nine Lakh Thirty Thousand Ten only**  only) under an Agreement for Sale/Sale Deed dated **01-01-1900.**
2. We confirm that we have obtained necessary permissions/approvals/sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as of the flat are in accordance with the approved plans. We have a clear, legal and marketable title to the said property and every part thereof
3. We assure that the said flat as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable.
4. **Mr.Sumant Magon** has paid an amount of Rs**. 2,93,001.00/-** (Rupees **Two Lakh Ninety Three Thousand One only**  only) and a sum of Rs.  **26,37,009.00/-** (Rupees **Twenty Six Lakh Thirty seven Thousand Nine only**  only) remains to be paid towards the cost of the said flat.
5. Possession of the said flat has already been given/will be given to **Mr.Sumant Magon** We will ensure that occupancy certificate/project completion certificate is shared immediately with ICICI Bank once the same is granted to us by the competent authority on successful completion of project.
6. We are aware that the said **Mr.Sumant Magon** has approached ICICI Bank Ltd. for a loan for purchasing/acquiring the said flat and that ICICI Bank Ltd has agreed to sanction/grant the loan to **Mr.Sumant Magon** to purchase / acquire the above flat and **Mr.Sumant Magon** has agreed to mortgage the said flat in your favour / in favour of your security trustee as security for the said loan. We hereby confirm that we have no objection to **Mr.Sumant Magon** mortgaging the said flat to your Company / in favour of your security trustee by way of security for repayment of the said loan.
7. AND notwithstanding anything to the contrary contained in the said Agreement for Sale, we hereby agree to note the aforesaid charge in our books in respect of the said flat and **Mr.Sumant Magon** 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 the aforesaid mortgagee without the prior written consent of the aforesaid mortgagee.
8. 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 and when formed, about and said unit/flat being so mortgaged to your Company / the security trustee nominated by your Company.
9. We further agree that in case the Agreement for sale of the flat/premises executed between ourselves and **Mr.Sumant Magon** is terminated or otherwise the flat / premises purchase transaction is cancelled 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 **Mr.Sumant Magon** and paid to us, except non-refundable earnest money, and we hereby undertake to forthwith refund to you without demur, such sum/sums of money paid to us.
10. We further agree and confirm that the Bank reserves the right to visit the above-mentioned property being mortgaged to the bank whenever applicable for recovery of dues related to loans borrowed from ICICI Bank.
11. We further agree to inform ICICI bank in case we shall avail a construction finance from any of the financial institutions in future to fulfill financial requirement to carry out the construction and related activities in the said project.
12. In case of material changes like project name, RERA completion timelines, account favoring details for disbursement, project layout, project funding, numbering of units for sale in the sale plans/Approved plan, authorized signatories etc., we will inform the same to ICICI Bank along with the reason for change.
13. We will ensure that occupancy certificate/project completion certificate is shared immediately with ICICI Bank once the same is granted to us by the competent authority on successful completion of project.

Yours faithfully,

 For **PURE AWAS BUILDERS LLP**

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