

To,
ICICI Bank Ltd
Vashi, Navi Mumbai.

Date: 24/11/2020

Dear Sir,

Ref: Permission to mortgage **Unit No. 2031** on the **Second Floor** in "**J**" wing in our Project Known as "**AKSHAR BUSINESS PARK-PHASE I**" situated at Plot No-3, Sector-25, Vashi, Navi Mumbai.

1. This is to confirm that we have sold **Unit No. 2031** on the **Second Floor** in "**J**" wing in our Project Known as "**AKSHAR BUSINESS PARK-PHASE I**" situated at Plot No-3, Sector-25, Vashi, Navi Mumbai, to **M/S. SURAJ INFORMATICS PRIVATE LIMITED** for a total consideration amount of **Rs.3,51,90,850/- (Rupees Three Crore Fifty One Lakh Ninety Thousand Eight Hundred Fifty Only)** under an agreement Dated-23/11/2020 vide registration No. **TNN8-8340-2020**.
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 unit are in accordance with the approved plans. We assure that the said unit as well as the said building and the lands appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable, except we have obtained finance for this project from L & T Finance Ltd. As stated aforesaid project finance we have a clear, legal and marketable title to the said property and every part thereof.
3. **M/S. SURAJ INFORMATICS PRIVATE LIMITED** has paid an amount of **Rs.1,19,79,600/- (Rupees One Crore Nineteen Lakh Seventy Nine Thousand Six Hundred Only)** & **Rs.2,32,11,250/- (Rupees Two Crore Thirty Two Lakh Eleven Thousand Two Hundred Fifty Only)** remains to be paid towards the cost of the said Unit.
4. Possession of the said unit will be given to **M/S. SURAJ INFORMATICS PRIVATE LIMITED** on payment of the full consideration of the Unit.
5. We are aware that the said **M/S. SURAJ INFORMATICS PRIVATE LIMITED** has approached ICICI Bank for a financial assistance for purchasing/acquiring the said Unit and that ICICI Bank has agreed to sanction/grant the financial assistance to **M/S. SURAJ INFORMATICS PRIVATE LIMITED** to purchase / acquire the above Unit and **M/S. SURAJ INFORMATICS PRIVATE**

FOR AKSHAR DEVELOPER

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PARTNER

AKSHAR DEVELOPERS



LIMITED has agreed to mortgage the said Unit in your favour / in favour of your security trustee as security for the said financial assistance. We hereby confirm that we have no objection to **M/S. SURAJ INFORMATICS PRIVATE LIMITED** mortgaging the said Unit to your Company / in favour of your security trustee by way of security for repayment of the said financial assistance.

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 Unit and **M/S. SURAJ INFORMATICS PRIVATE LIMITED** will not be permitted to transfer, assign, sell off / cancel or in any other way / manner deal with the said Unit prejudicial to the interest of the aforesaid mortgagee without the prior written consent of the aforesaid mortgagee.

6. We further agree that in case the Agreement for sale of the Unit / premises executed between ourselves and **M/S. SURAJ INFORMATICS PRIVATE LIMITED** is terminated or otherwise the Unit / 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 **M/S. SURAJ INFORMATICS PRIVATE LIMITED** and paid to us, and we hereby undertake to forthwith refund to you without demur, such sum/sums of money paid to us.
7. We undertake to form a Co-operative Society / Condominium under the Apartment Ownership Act of the premises/unit 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/unit being so mortgaged to your Company / the security trustee nominated by your Company.
8. Please note that the payment for this transaction should be made by crossed Cheque/Transfer of funds favoring "Akshar Developers Master Collection Account, Escrow Account No. 57500000132747, HDFC Bank Ltd, Navi Mumbai.

Thanking you,
Yours faithfully,

For Akshar Developers.
FOR AKSHAR DEVELOPER

Partner

PARTNER