



To,

The Maharashtra Real Estate
Regulatory Authority,
Housefin Bhavan,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400 021.

Legal Title Certificate

Sub: Title Clearance Certificate with respect to Land, bearing Cadastral Survey No. 1798, 16/1840 and 1841 of Byculla Division, admeasuring about 45195.84 square meters (Free Hold Land admeasuring about 33179.02 square meters and Lease Hold Land admeasuring about 12016.82 square meters), situated at Byculla at the Junction of Tank Pakadi and Water Streets in the City and Island and Registration Sub District of Bombay within the limit of 'E' Ward of Municipal Corporation of Greater Mumbai, for Project Known as "**Montesouth Pilatus**" Notional Plot Area, admeasuring about 8118.47 square meters. (herein after referred to as the "**Said Plot**").

I have investigated the Title of the said plot, on the request of Swayam Realtors and Traders LLP, having their registered office at 801, 8th Floor, Shikhar Complex, Shrimail Society, Near Mithakhali Six Roads, Navrangpura, Ahmedabad, Gujrat – 380009.

- 1) **Description of the Property:** All that Piece and Parcel of the Land, Cadastral Survey No. 1798, 16/1840 and 1841, of Byculla Division, admeasuring about 45195.84 square meters (Free Hold Land admeasuring about 33179.02 square meters and Lease Hold Land admeasuring about 12016.82 square meters), situated at Byculla at the Junction of Tank Pakadi and Water Streets in the City and Island and Registration Sub District of Bombay within the limit of 'E' Ward of Municipal Corporation of Greater Mumbai.
- 2) **Document of the allotment of the Plots:** Khatau Makanji Spinning and Weaving Company Limited (KMCL) was declared a sick industrial company in terms of Section 3(1)(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 ("SICA") in the Year 1989 under Section 17(3) of SICA. By and under an Order dated 11th January, 2007 passed by the Board for Industrial and Financial Reconstruction sanctioning the scheme for rehabilitation of KMCL, the said Board sanctioned a scheme for the rehabilitation of KMCL as more particularly set out therein ("Sanction Order").

Pursuant to the Sanction Order stated hereinabove, the said Plot vested in Swayam Realtors and Traders Limited, a public limited company which was subsequently converted into Swayam Realtors and Traders LLP pursuant to the applicable



provisions of the Limited Liability Partnership Act, 2008 i.e. the Promoter, and the Promoter became the owner of the said plot.

3) **Property Card and Mutation Entry:** I have perused the Property Card of C. T. S. No. 1798, 16/1840 & 1841, downloaded from <https://epcis.mahabhumi.gov.in>, on 21st January, 2026.

4) **Search Report:** I have caused search to be taken in the Offices of Sub-Registrar of Assurances at Mumbai and Mumbai Suburban District, Property Title Investigator, for the period of 1936-2025.

2. On perusal of the above mentioned documents and all other relevant documents relating to the title of the said plot, I am of the opinion that the Swayam Realtors and Traders LLP has a clear and marketable subject encumbrances of financial Institution.

Owner of the land

Swayam Realtors and Traders LLP became the owner of Cadastral Survey No. 1798, 16/1840 and 1841, of Byculla Division, Mumbai.

3. The Report reflecting the flow of the title of the Owner, on said plot is enclosed herewith as Annexure.

Dated this 28th day of April, 2026



Prasanna S. Tare
Advocate

Encl: Annexure



Annexure
FLOW OF THE TITLE OF THE SAID LAND

Sr. No.

1. P. R. card for Cadastral Survey No. 1798, 16/1840 and 1841, of Byculla Division, Mumbai District was downloaded from <https://epcis.mahabhumi.gov.in>, on 21st January, 2026.

2. Mutation Entry No. NIL

3. Search Report from for the period of 1936-2025 taken from the Joint Sub – Registrar office at Mumbai.

4. **Relevant Title:**

Cadastral Survey No. 1798 (Partly Freehold and Partly Leasehold Land)

Freehold Land

a) By and under an Indenture of Conveyance dated 5th January, 1876 executed between Dwarkadass Vussonjee of the First Part and Khatau Makanji of the Second Part and the Khatau Makanji Spinning and Weaving Company Limited (therein referred to as the said Company and hereinafter referred to as “KMCL”) of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 3A of 1876, the said Dwarkadass Vussonjee at the request of the said Khatau Makanji granted and conveyed unto KMCL all that piece or parcel of land situate lying and being on the South Side of Haines Road in the Sub-district of Mandvi in the Island of Bombay admeasuring 10,392 square yards equivalent to 8,691.54 square meters or thereabouts bearing New Survey No. 3472 (“**Part A – Freehold Land**”) for the consideration and on the terms and conditions as mentioned therein.

b) By and under an Indenture dated 27th March, 1896 executed between Krishnanath Ambarnath Kirtikar of the One Part and KMCL of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 1174A 1896, the said Krishnanath Ambarnath Kirtikar granted and conveyed unto KMCL all that piece or parcel of land situate lying and being at Byculla commonly called Byculla Agripada and within the Registration Sub District of Bombay admeasuring 4,474 square yards equivalent to 3,740.83 square meters or thereabouts bearing New Survey No. 3477 (“**Part B – Freehold Land**”) for the consideration and on the terms and conditions as mentioned therein.

c) By and under an Indenture of Conveyance dated 9th August, 1900 executed between The Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the One Part and KMCL (therein referred to as the



Company) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. 1882A of 1900, the Corporation granted, assigned, conveyed and assured unto KMCL all that piece or parcel of land situate to the west of Haines Road Byculia in the Registration District and Sub District of Bombay containing by admeasurement 5,932 square yards equivalent to 4,959.90 square meters or thereabouts bearing New Survey Nos. 3589, 3590 and 3591 ("**Part C – Freehold Land**") for the consideration and on the terms and conditions mentioned therein.

- d) By and under an Indenture of Conveyance dated 2nd August, 1911 executed between Karsondas Hargovan Chattu, Ramdas Karsondas, Moorarji Karsondas, Parmanand Karsondas and Toolsidas Karsondas (being the minor sons of Karsondas Hargovan Chattu by their father and natural guardian) and Mumbai (the widow and the heir of Damodar Madhawji Rupjee) (therein referred to as the Vendors) of the First Part and Gordhandas Khattau of the Second Part and KMCL (therein referred to as the Company) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 2506A of 1911, Karsondas Hargovan Chattu and others being the aforesaid vendors granted unto the KMCL (a) all that triangular piece or parcel of land or ground situate lying and being on the South side of the Haines Road Byculia in the Registration Sub District and Island of Bombay admeasuring 6,618 square yards equivalent to about 5,533.49 square meters or thereabouts bearing Old Survey Nos. 322, 323 and 324 and New Survey Nos. 1/3474, 2/3473 and 1/3473 and (b) All that piece or parcel of Fazendari land situate on the West side of and adjoining the land described in (a) above within the Registration Sub District and Island of Bombay admeasuring 164 square yards equivalent to 137.13 square meters or thereabouts bearing Old Survey Nos. 320 and 321 and New Survey No. 3/3476 aggregating to 5,670.62 square meters ("**Part D – Freehold Land**") for the consideration and on the terms and conditions as mentioned therein.
- e) By and under an Indenture of Conveyance dated 24th June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 3713 of 1936, the Municipal Corporation of the City of Bombay *inter alia* granted and conveyed unto KMCL, Plot A admeasuring 2,301.33 square yards equivalent to 1,924.21 square meters or thereabouts bearing New Survey No. 3479 (part) and Cadastral Survey No. 1798 (part) of Byculia Division ("**Part E – Freehold**")



Land") together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein.

- f) Part A – First Freehold Land, Part B – First Freehold Land, Part C – First Freehold Land, Part D – First Freehold Land and Part E – First Freehold Land aggregating to 24,987.1 square metres are hereinafter collectively referred to as **"the Freehold Land"**. As per the property register card for C.S. No. 1798, the First Freehold Land admeasures 27,816 square yards equivalent to 23,258 square metres.

(Leasehold Land.)

- a) By and under an Indenture of lease dated 3rd October, 1928, executed between trustees of Improvement of the City of Bombay(therein referred to as Board) of the one Part and Khatau Makanji Spinning and Weaving Company Limited (KMCL) (therein referred to as Lessee) of the other Part registered with the office of Sub – Registrar of Assurances under serial no. 5492 of 1928, the trustees for the Improvement of the City of Bombay, inter alia, demised unto KMCL perpetual lease of 999 years, for the area admeasuring about 14,372 Sq. yards equivalent to 12,016.82 Square meters, bearing plots No. A, B, E, F, G, H, I, K and L of East Agripada (South) East, Cadastral Survey Nos. 1798 (Part), 16/1840 and 1841 of Byculla Division.
- b) Khatau Makanji Spinning and Weaving Company Limited (**KMCL**) was declared a sick industrial company in terms of Section 3(1)(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 ("SICA") in the Year 1989 under Section 17(3) of SICA. By and under an Order dated 11th January, 2007 passed by the Board for Industrial and Financial Reconstruction sanctioning the scheme for rehabilitation of KMCL, the said Board sanctioned a scheme for the rehabilitation of KMCL as more particularly set out therein ("Sanction Order").
- c) Pursuant to the Sanction Order stated hereinabove, the said Plot vested in Swayam Realtors and Traders Limited, a public limited company which was subsequently converted into Swayam Realtors and Traders LLP pursuant to the applicable provisions of the Limited Liability Partnership Act, 2008 i.e. the Promoter, and the Promoter became the owner of the said plot.
- d) By and under a letter dated 28th June, 2016 addressed by MCGM to SRTL, it was stated that Improvement Committee vide ICR No. 174 of 16th March, 2016 and the Corporation Vide CR No. 1651 of 17th March, 2016 accorded Sanction to:



- I. Transfer to MCGM, the leasehold rights having area of 14,372 Sq. yards equivalent to 12,016.82 Square meters bearing plots No. A, B, E, F, G, H, I, K and L of East Agripada (South) East, CS No. 1798(Part), 16/1840 and 1841 of Byculla Division as marked with read color on the annexed plan.
 - II. Exchange the lease hold land with free hold land having an equal area.
 - III. XXX
 - IV. XXX
 - V. Redevelop the exchanged land.
 - VI. Execute lease with the proposed society
 - VII. XXX
- e) The possession of the plots No. A, B, E, F, G, H, I, K and L of East Agripada (South) East, CS No. 1798, 16/1840 and 1841 of Byculla Division is handed over by MCGM to SRTL as freehold land, more particularly written in possession receipt, bearing No. AC/Estates/2346/ A.E.(I) – III.
- f) Municipal Corporation of Greater Mumbai, by their letter dated 18th May, 2018, bearing No. AC/Estates/2346/ A.E.(I) – III granted the provisional NOC for proposed Re-development of the said Plot under the certain terms and condition more particularly recorded therein.

Cadastral Survey No. 16/1840 (Freehold Land)

- a. By and under an Indenture of Conveyance dated 24th June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 3713 of 1936, the Municipal Corporation of the City of Bombay, inter alia, granted and conveyed into KMCL, Plot H admeasuring 5,282 square yards equivalent to 4,418.42 square meters of thereabouts bearing New Survey no. 3481, 3488 (part) and 3487 (part) and Cadastral Survey No. 16/1840 of Byculla Division, together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein.

Cadastral Survey No. 1841 (Freehold Land)

- b. By and under an Indenture of Conveyance dated 24th June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 3713 of 1936, the Municipal Corporation of the City of Bombay, inter alia, granted and conveyed into KMCL, (a) Plot J admeasuring 2908.67 square yards equivalent to 2432.02 square meters of thereabouts bearing New Survey no. 3479 (Part) and



Cadastral Survey No. 1841 (Part) of Byculla Division and (b) Plot K admeasuring 8920.55 square yards equivalent to 7458.72 square meters of thereabouts bearing New Survey no. 3480-3546 (Part) and 3479 (Part) and Cadastral Survey No. 1841 (Part) of Byculla Division aggregating to 9890.73 square meters, together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein.

Khatau Makanji Spinning and Weaving Company Limited (KMCL) was declared a sick industrial company in terms of Section 3(1)(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 ("SICA") in the Year 1989 under Section 17(3) of SICA. By and under an Order dated 11th January, 2007 passed by the Board for Industrial and Financial Reconstruction sanctioning the scheme for rehabilitation of KMCL, the said Board sanctioned a scheme for the rehabilitation of KMCL as more particularly set out therein ("Sanction Order").

Pursuant to the Sanction Order stated hereinabove, the said Plot vested in Swayam Realtors and Traders Limited, a public limited company which was subsequently converted into Swayam Realtors and Traders LLP pursuant to the applicable provisions of the Limited Liability Partnership Act, 2008 i.e. the Promoter, and the Promoter became the owner of the said plot.

5. Litigation of the Said Plot

- I. Khatau Mill Kamgar Committee challenged the closure order and review order dated 03rd April, 2008, by filing the Writ Petition, before the Hon'ble High Court at Bombay, bearing Writ Petition 2669 of 2008, the said Writ Petition is pending till today, there is no adverse order is passed against the Respondent in the captioned matter.
- II. Swayam Realtors and Traders LLP have filed, the Writ Petition before the Ordinary Original Civil Jurisdiction, Bombay High Court, bearing Writ Petition No. 3274 of 2025, for seeking the direction against the Inspector General of Registration, to Registrar the orders dated 11th January, 2007 and 3rd January, 2013, passed by BIFR in case No. 135 of 1985, Sanctioning scheme of revival cum and other reliefs.



Annexure Encumbrance

Swayam Realtors and Traders LLP, has informed me that, the following are the outstanding Charges/Mortgages with respect to the said Land.

1. By and under an Indenture of Mortgage dated 5th September, 2014 executed between the Swayam Relators and Traders LLP, therein referred to as 'Mortgagor/Borrower' and Housing Development Finance Corporation Limited therein referred to as 'Mortgagee', having its office Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai-400 020, same has been registered with the office of Sub-Registrar of Assurance at Mumbai-4 under Serial Number BBE4/3646/2014, Swayam Relators and Traders LLP had mortgaged, a portion of the Larger Land, on the terms and conditions more particularly stated therein having its office Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai-400 020.
2. By and under an Indenture of Mortgage dated 07th November, 2017, executed between the the Swayam Relators and Traders LLP, therein referred to as 'Mortgagor/Borrower' and Housing Development Finance Corporation Limited therein referred to as 'Mortgagee', having its office Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai-400 020, same has been registered with the office of Sub-Registrar of Assurance at Mumbai-3, under Serial Number BBE3/7675/ 2017, Swayam Relators and Traders LLP had mortgaged, a portion of the Larger Land, on the terms and conditions more particularly stated therein.
3. By and under an Indenture of Mortgage dated 24th May, 2021 registered executed between the Swayam Relators and Traders LLP, therein referred to as 'Mortgagor/Borrower' and Housing Development Finance Corporation Limited therein referred to as ' Mortgagee' or 'Lender', having its office Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai-400 020 , same has been registered with with the office of Sub-Registrar of Assurance at Mumbai City-5 under Serial Number BBE5-6017-2021 on 8th June, 2021, Swayam Realtors And Traders LLP has created exclusive further charge on the part of the Larger Land i.e. 36,562 sq.mts. alongwith structures and other present and future assets of the part of the Larger Land and receivables as more particularly set out in the said Mortgage Deed,' on the terms and conditions as more particularly set out therein.
4. By and under, Deed of Mortgage cum Charge dated 02nd February, 2023 executed between the Swayam Relators and Traders LLP, therein referred to



as 'Mortgagor/Borrower' and IDBI Trusteeship Services Limited therein referred to as 'Security Trustee', having its registered office at Asian Bldg., Ground Floor, 17, R, Kamani Marg, Ballard Estate, Mumbai, Maharashtra - 400 001, registered with the office of Sub-Registrar of Assurance at Mumbai City-4 under Serial Number BBE4/1421/2023, Swayam Realtors And Traders LLP has created an exclusive charge on present and future FSI of Tower 'B' i.e. Building 'Monte South Pilatus' and pari passu charge on Freehold Land as more particularly set out in the said Mortgage Deed, on the terms and conditions as more particularly set out therein.

5. By and under, Deed of Partial Release dated 7th February, 2023 executed between Housing Development Finance Corporation Limited therein referred to as 'Mortgagee' or 'Lender' and Swayam Relators and Traders LLP, therein referred to as 'Mortgagor/Borrower', said Deed of Partial Release, has been registered with the office of the Sub-Registrar of Assurances at Mumbai City-3, under Serial No.BBE3/2286/2023 the Mortgagee has released its charge over all the rights, title, interest, any further TDR/FSI of Tower 'B' i.e. Building 'Monte South Pilatus' being constructed on a portion of freehold land which was created vide (i) Indenture of Mortgage dated 5th September, 2014 bearing registration no. BBE4-3646/2014, (ii) Indenture of Mortgage dated 07th November, 2017 bearing registration no. BBE3-7675-2017 and (iii) Indenture of Mortgage dated 24th May, 2021 bearing registration no. BBE5-6017-2021 in favour of the Mortgagor i.e. Swayam Relators and Traders LLP.
6. By and under, Deed of Partial Release dated 24th June, 2025 executed between HDFC Bank Ltd earlier known as Housing Development Finance Corporation Limited therein referred to as 'Mortgagee' or 'Lender' and Swayam Relators and Traders LLP, therein referred to as 'Mortgagor/Borrower', said Deed of Partial Release, has been registered with the office of the Sub-Registrar of Assurances at Mumbai City-5, under Serial No.MBE5/10909/2025 the Mortgagee has released its charge over all the rights, title, interest on project land and all other structure being constructed by Swayam Relators & Traders LLP vide (i) Indenture of Mortgage dated 5th September, 2014 bearing registration no. BBE4-3646/2014, (ii) Indenture of Mortgage dated 07th November, 2017 bearing registration no. BBE3/7675/2017 and (iii) Indenture of Mortgage dated 24th May, 2021 bearing registration no. MBE5/6017/2021 dated 8th June, 2021 in favour of the Mortgagor i.e. Swayam Relators and Traders LLP.
7. By and under, Deed of Mortgage cum Charge dated 14th June, 2025 executed between the Swayam Relators and Traders LLP, therein referred to as 'Borrower/Mortgagor' and IDBI Trusteeship Services Limited therein referred



to as 'Security Trustee', having its registered office at Ground Floor, Universal Insurance Building, Phirozshah Mehta Road, Fort, Mumbai, Maharashtra – 400 001, registered with the office of Sub-Registrar of Assurance at Mumbai City-5 under Serial Number MBE5/10916/2025, Swayam Realtors And Traders LLP has created charge on i) a. First and exclusive charge by way of registered mortgaged on land bearing CS Nos. 16/1840, 1841 and 1798 of Byculla, Mumbai District admeasuring about 3,91,847 sq. ft. or thereabouts along with construction thereon present and future. b. First exclusive charge by way of hypothecation on all the receivables from sold and unsold units of borrower on Tower A of Project-1 “Monte South”, being developed at Byculla, Mumbai, having RERA carpet area of 5,42,595 sq. ft. c. Cross collateralization of the project security provided towards the Existing Facility and the Facility 2 (*i.e. mortgage of Tower B of the Project Monte South and Tower C of project Monte south along with the receivables of Tower B & Tower C*) ii. a. Exclusive charge by way of registered mortgaged on all the rights, interest any further TDR/FSI, alongwith right-of-way, and title of borrower on Tower C project Monte south (Project 2), being developed at Byculla, Mumbai having carpet area of 3,87,942 sq. ft. b. First exclusive charge by way of hypothecation on all the receivables from sold and unsold units of borrower on Project -2, c. First exclusive charge over the undivided larger land of project Monte South (Consisting of Tower A, B, C and future Development), situated at 1798, 1841, 16/1840, Ward –E, Byculla, Mumbai attributable to Project – 2. c. Cross collateralization of the project security provided towards the Existing Facility and the Facility 1 (*i.e. mortgage of Tower B of the Project Monte South and Tower A of project Monte south along with the receivables of Tower B & Tower A*).