



Date: February 28, 2025

To, The Corporate Relationship Department **BSE Limited** P. J. Towers, Dalal Street, Mumbai - 400 001 **Scrip Code:** 960297

Sub:

Intimation under Regulation 51 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 - Execution and Registration of Fifth Supplementary Deed.

Dear Sir/Madam,

Pursuant to approval of Board of Directors at their meeting held on February 15, 2025 for execution of Fifth Supplementary Deed to the Debenture Trust cum Mortgage Deed dated November 28, 2020 read with approval of BSE Limited dated February 25, 2025, the Company has executed and registered the Fifth Supplementary Deed on February 28, 2025 ("Fifth Supplementary Deed") to the Debenture Trust cum Mortgage Deed dated November 28, 2020. Please find enclosed copy of Fifth Supplementary Deed for your information and records.

Thanking You.

Yours' faithfully,

For Atmosphere Realty Private Limited

Vishal Adhav **Company Secretary and Compliance Officer** Membership No.: A65202

Encl: As above



Atmosphere Realty Private Limited (Previously known as Man Chandak Developers Private Limited)

Registered Office Address: 1008, 10th Floor, Krushal Commercial Complex, Above Shoppers Stop, G.M. Road, Chembur (W), Mumbai - 400089. E: office@maninfra.com W: www.atmosphereO2.in CIN: U70102MH2007PTC166974 Site Address: Atmosphere O2, Goregaon-Mulund Link Road, Near Fortis Hospital, Mulund (W), Mumbai - 400080. Sales Office: T: +91 22 25628409, +91 22 42463999 F: +91 22 25260589 E: atmosphere@thewadhwagroup.com





Receipt (pavti)

520/5391

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

Friday, February 28, 2025

10:27 AM

पावती क्रं.: 5752

दिनांक: 28/02/2025

गानाचे नाव: नाहर

दस्तऐवजाचा अनुक्रमांक: मब्ई31-5391-2025

दस्तऐवजाचा प्रकार: गहाणखत

सादर करणाऱ्याचे नाव: कॅटलिस्ट ट्रस्टीशीप लिमिटेड तर्फे ऑथोराईज सिग्नेटरी प्रखर अरविंद गुप्ता (कर्ज देणार)

नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

र्. 1200.00

पृष्ठांची संख्या: 60

एकूण:

₹. 1300.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 10:46 AM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 1000/-

सह दुरयम निवंधक वर्ग र

1) देयकाचा प्रकार: DHC रक्कम: रु.1200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0225281901828 दिनांक: 28/02/2025

बॅंकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016887603202425E दिनांक: 28/02/2025

बॅंकेचे नाव व पत्ता:

DELIVERED



28/02/2025

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई 31

दस्त क्रमांक: 5391/2025

नोदंणी : Regn:63m

गावाचे नाव: नाहूर

(1)विलेखाचा प्रकार

गहाणखत

(2)मोबदला

0

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार 1 आकारणी देतो की पटटेदार ते नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :, इतर माहिती: दि.28/11/2020 चे मूळ गहाणखत क्र. करल-3/10489/2020,दिनांक. 03/09/2021 चे दुसरे पुरवणी गहाणखत क्र. करल-3/13923/2021,दि. 20/03/2023 चे तिसरे पुरवणी गहाणखत क्र. करल-4/5456/2023, चे पुरवणी गहाणखत,इतर माहिती दस्तात नमूद केल्याप्रमाणे PUI: TX0317105440000 ((C.T.S. Number : 784, 784/1, 785, 786, 787, 788, 790, 791, 792/A, 793 and 848 ;))

(5) क्षेत्रफळ

1) 0 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-ॲटमॉस्फियर रियल्टी प्रायव्हेट लिमिटेड चे संचालक नवीन मखीजा तर्फे मुखत्यार जितेंद्र गायकवाड (कर्ज घेणार) वय:-31; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: ऑफिस 1008, 10 वा मजला, कृशल कमर्शिअल कॉम्प्लेक्स, ब्लॉक नं: शॉपर्ज़ स्टॉपच्या वर, जी. एम. रोड, रोड नं: चेंबूर पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400089 पॅन नं:-AADCB1183B

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-कॅटलिस्ट ट्रस्टीशीप लिमिटेड तर्फे ऑथोराईज सिग्नेटरी प्रखर अरविंद गुप्ता (कर्ज देणार) वय:-26; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: ऑफिस 901,9 वा मजला, टॉवर बी ,पेनिन्सुला बिझनेस पार्क, ब्लॉक नं: सेनापती बापट मार्ग, रोड नं: लोअर परेल पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400013 पॅन नं:-AACCG4147R

(0)

(9) दस्तऐवज करुन दिल्याचा दिनांक

28/02/2025 28/02/2025

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

(14)शेरा

5391/2025

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

Annual S

100

सह दुय्यम निवधिक वर्ग 3 कि 188.20 • मुंबाई 39 कि 1801A

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक

नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

Any other case



सह दुय्यम निर्वेधक वर्ग २ मुंबई-३१

Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	ATMOSPHERE REALTY PRIVATE LIMITED	eSBTR/Simple Receipt	69103332025022050512	MH016505687202425S	1000.00	SD	0009352559202425	28/02/2025
2		DHC		0225281901828	1200	RF	0225281901828D	28/02/2025
3		eChallan		MH016887603202425E	100	RF	0009352566202425	28/02/2025

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



Receipt of Document Handling Charges

PRN 0225281901828 R

Receipt Date 28/02/2025

Received from dhc, Mobile number 9920455130, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered on Document No. 5391 dated 28/02/2025 at the Sub Registrar office S.R. Mumbai 31 of the District Mumbai Sub-urban District.

Payment Details

₹	1200
DE	FACED

DEFACED

Bank Name	SBIN	Payment Date	28/02/2025
Bank CIN	10004152025022801717	REF No.	100697192778
Deface No	0225281901828D	Deface Date	28/02/2025

This is computer generated receipt, hence no signature is required.



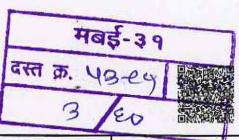
Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges Date 28/02/2025 0225281901828 PRN Received from dhc, Mobile number 9920455130, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Mumbai 31 of the District Mumbai Sub-urban District. **Payment Details** 28/02/2025 **Bank Name** SBIN Date REF No. 100697192778 10004152025022801717 Bank CIN This is computer generated receipt, hence no signature is required.

मबई-३१ दस्त क्र. ५७९५ २०२५ ४/१०





CHALLAN MTR Form Number-6



Department Inspector Gene	ral Of Registration				Payer Details			
	and Registration Fee	together	formation and	20 1280 S				
Type of Payment	y and registration res	together	TAX ID / TA					
			PAN No.(If Applicable)					
Office Name MBI-31_JT SU	B REGISTRAR MUME	BAI 31	Full Name	Full Name ATMOSPHERE REALTY PRIVATE LIMI				
Location MUMBAI								
/ear 2024-2025 On	e Time		Flat/Block I	No,	as per agreement			
Account Hea	Amount In Rs.	Premises/Building		OUD				
0030063301 Registration Fee		100.00	Road/Stree		SON SONE	Sept.		
			Area/Locali	ty	Without St. Co.			
			Town/City/I	District	A STATE OF THE STA	第 [編]		
			PIN	1919	(學生)	0 100 0 8 0		
					1/2 (C C C C C C C C C C C C C C C C C C			
		100	Remarks (II	Any)	# to			
			Remarks (II		TALYST TRUSTEES			
			Remarks (II		MUMBAL			
DEFACED			Remarks (II		MUMBAL			
DEFACED			Remarks (II		MUMBAL			
DEFACED 100.00			Remarks (If	yName=CA	TALYST TRUSTEES IN			
			Remarks (If SecondPart	yName=CA	MUMBAL			
		100.00	Remarks (If SecondPart	yName=CA	TALYST TRUSTEES IN			
WINEFACED .	IDBI BANK	100.00	Remarks (If SecondPart	yName=CA	TALYST TRUSTEES IN	MITED~		
etal FACEP	IDBI BANK	100.00	Remarks (If SecondPart	yName=CA	TALYST TRUSTEESHIP L	IMITED~		
Payment Details		100.00	Remarks (III SecondPart Amount In Words	yName=CA	TALYST TRUSTEESHIP L	MITED~		
etal FACEP		100.00	Remarks (III SecondPart Amount In Words Bank CIN	One Hun Ref. No. RBI Date	TALYST TRUSTEESHIP L	IMITED~		

Department ID : Mobile No. : 8268479193 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . मोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-520-5391	0009352566202425	28/02/2025-10:26:55	IGR561	100.00
			Total Defacement Amount		100.00



CHALLAN MTR Form Number-6

GRN MH01688760320242	SE BARCODE II III			II III Dat	e 27/02/2025 17:05:23 F	orm ID 40(b)				
Department Inspector Gen	eral Of Registration				Payer Details	4 2024				
	y and Registration Fee to	ogether	TAX ID / T	AN (If Any)	3/8	0				
Type of Payment			PAN No.(If	Applicable)						
Office Name MBI-31_JT SU	B REGISTRAR MUMBA	1 31	Full Name		ATMOSPHERE REALTY	PRIVATE LIMITED				
Location MUMBAI										
Year 2024-2025 O	e Time		Flat/Block	No.	as per agreement					
Account Hea	d Details	Amount In Rs.	Premises/i	Building						
0030063301 Registration Fee		100.00	Road/Stree	et	- SUB REC					
			Area/Locality Town/City/District PIN		Mumber & Sun 198	2005				
					(SE 000	STEEL STEEL				
					A TION CERCIA	8 0				
			Remarks (If Any) SecondPartyName=CATALYST RUST 65 FIRE MITTER							
			Amount In	One Hun	dred Rupees Only					
Total		100.00	Words							
Payment Details	IDBI BANK			FC	OR USE IN RECEIVING BA	NK				
Ch	eque-DD Details		Bank CIN	Ref. No.	69103332025022720528	2917002482				
Cheque/DD No.			Bank Date	RBI Date	27/02/2025-17:06:21 Not Verified with					
Name of Bank			Bank-Branch IDBI BANK							
Name of Branch		1 13 23	Scroll No.,	Date	Not Verified with Scroll					

Department ID : Mobile No. : 8268479193 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंशक कार्यालयात नोदणी करावयाच्या दस्तांसाठी लागु आहे . नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .

GOVERNMENT OF MAHARAS

दस्त क. ५७% १०२५

鼮

अस्य स्वायाच्या के बार्ग के स्वयं का का अस्य स्वयं का

e-SECURED BANK & TREASURY RECEIRT (e-SBTR)

Bank Branch: IBKL - 6910004/MUMBAI MAIN BRANCH, CUFFE PARA 575855748

Pmt Txn id : 2915879712 Stationery No: 23688575855748

ChallanIdNo: 69103332025022050512 GRAS GRN : MH0165056877474255 District : 7101-MUMBAI Office Name : IGR197-KRA1 JT SUB-REGI

GRN Date : 20-Feb-2025

StDuty Schm: 0030045501-75/STAMP DUTY

StDuty Amt : R 1,000/- (Rs One, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees

RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h)(B)(vi)--Agreement-if not otherwaise provide Prop Mvblty: N.A. Consideration: R 1/-

PropaDescr : FIFTH SUPPLEMENTARY DEED TO THE DEBENTURE TRUST CUM MORTGAGE DEE

Duty Payer: PAN-AADCB1183B, ATMOSPHERE REALTY PRIVATE LIMITED

Other Party: PAN-AACCG4147R, CATALYST TRUSTEESHIP LIMITED

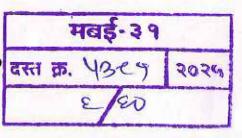
Bank officiall Name & Signature

Bank official2 Name & Signature

--- -- Space for customer/office use - - - Please write below this line --- --



FIFTH SUPPLEMENTARY DEED GTT 55.



BETWEEN

ATMOSPHERE REALTY PRIVATE LIMITED

AND

CATALYST TRUSTEESHIP LIMITED



Shardul Amarchand Mangaldas Shardul Amarchand Mangaldas & Co. Express Towers Nariman Point Mumbai – 400 021, India







TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION
2.	STATUS OF ORIGINAL DEED4
3.	AMENDMENTS4
4.	REPRESENTATIONS AND WARRANTIES5
5.	MISCELLANEOUS
	मबई-३५
	दस्त क्र. 43-८५ २०२५
	V/80









This fifth supplementary deed ("Fifth Supplementary Deed") to the Original Deed (as defined hereinafter), is dated this 2.8 day of February 2025 ("Fifth Supplementary Deed Execution Date"), BETWEEN:

ATMOSPHERE REALTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 1008, 10th Floor, Krushal Commercial Complex, Above Shoppers Stop, G.M. Road, Chembur (West), Mumbai - 400089, Maharashtra, India hereinafter referred to as the "Issuer", (which expression shall, unless excluded by or epugnant to the meaning thereof, include its successors and permitted assigns) of the FIRST PART;

09

2024

ALY,S

AND

CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Agt, 4956, having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune -

411038, Maharashtra, India, and its branch office at 901, 9TH Floor, Tower B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013, Maharashtra, India hereinafter referred to as the "Debenture Trustee" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the SECOND and Private

The Issuer and the Debenture Trustee are hereinafter referred to individually collectively as the "Parties".

WHEREAS:

- The Parties had executed the Original Deed (as defined below to see conditions on which the Issuer issued and allotted the Debentures to the investor placement basis.
- B. The Parties have now agreed to make certain amendments to the Original Deed in relation to the redemption of the Debentures and have decided to execute this Fifth Supplementary Deed to capture their revised understanding in this regard.

NOW THEREFORE IT IS AGREED AMONGST THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

All capitalized terms, unless specifically defined in Clause 1.2 of this Fifth Supplementary 1.1. Deed, shall have the same meanings as set out under the Original Deed.

1.2. Definitions

"Fifth Supplementary Deed" has the meaning ascribed to the term in the preamble to this Fifth Supplementary Deed;

"Fifth Supplementary Deed Execution Date" has the meaning ascribed to the term in the preamble to this Fifth Supplementary Deed; and

"Original Deed" means the debenture trust cum mortgage deed dated November 28, 2020, read with the supplementary debenture cum mortgage deed dated February 26, 2021, amendment agreement to the debenture cum mortgage deed dated September 3, 2021, the third supplementary deed dated March 20, 2023, and fourth supplementary debenture trust deed dated September 11, 2023, executed among the Parties.

Page 3 of 7

मबई-३ १

1.3. The interpretation provisions set out in Clause 1.2 of the Original Deed shall mutatis mutandis apply to this Fifth Supplementary Deed, as if expressly set out in this Fifth Supplementary Deed.

2. STATUS OF ORIGINAL DEED

- 2.1. This Fifth Supplementary Deed is supplemental to the Original Deed. Save and except for those provisions specifically modified and amended by this Fifth Supplementary Deed, all other terms and conditions of the Original Deed shall remain unaltered and in full force and effect. In the event of any conflict between the provisions of this Fifth Supplementary Deed and the provisions of the Original Deed, the provisions of this Fifth Supplementary Deed shall prevail in relation to the matters set out herein. Further, Clause 46 (Notices), Clause 47 (16) per true Law and Jurisdiction) and Clause 50 (Miscellaneous) of the Original Deed shall mutally mutandis apply to this Fifth Supplementary Deed and shall be deemed to be incorporated, into this Fifth Supplementary Deed by reference.
- 2.2. The provisions of this Fifth Supplementary Deed shall become effective from the Fifth Supplementary Deed Execution Date.

Consequently, on and effective from the Fifth Supplementary Deed Execution Date:

- 2.2.1. This Fifth Supplementary Deed shall form an integral part of the Original Deed and shall be read along with the Original Deed.
- 2.2.2. All references to "the Deed" or "this Deed" in the Original Deed shall mean a reference to the Original Deed as amended by this Fifth Supplementary Deed.
- 2.2.3. All references to the Original Deed in any other document shall mean a reference to the Original Deed as amended by this Fifth Supplementary Deed.

3. AMENDMENTS

- 3.1. The Parties hereby agree, acknowledge and confirm that the definition of Amounts Outstanding in Clause 1.1 of the Original Deed shall be replaced by the following definition:
 - ""Amounts Outstanding" shall mean, without any double counting, all financial obligations of the Issuer at all times owing to the Debenture Trustee or the Debenture Holders in respect of the Debentures, this Deed and / or any other Transaction Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise) and shall include the obligations to Redeem the Debentures in terms thereof together with the principal and premium amounts, accrued but unpaid Coupon, any outstanding remuneration and all fees, costs, charges and expenses payable to the Debenture Trustee, any indemnification payments to the Debenture Trustee and all other monies payable by the Issuer in respect of the Debentures under the Transaction Documents and all other present and future financial obligations and liabilities of the Issuer under the Transaction Documents (including any amounts as agreed to be adjusted by the parties in writing in accordance with Schedule XIII);"
- 3.2. The Parties hereby agree, acknowledge and confirm that the definition of Investment Agreement in Clause 1.1 of the Original Deed shall be replaced by the following definition:

""Investment Agreement" means the investment agreement dated March 25, 2020 executed between the Investor, the Issuer and the Promoters, and as amended by the (a) amendment agreement dated June 30, 2020; (b) second amendment agreement dated October 30, 2020; (c)



the deed of accession dated November 28, 2020, and (d) the third simendiated appearant da March 20, 2023 and as amended from time to time;"

- 3.3. The Parties hereby agree, acknowledge and confirm that the address of the Investor mentioned in the definition of Investor in Clause 1.1 of the Original Deed shall be replaced by the following address:
 - "...4-2, Ohtemachi 1-chome, Chiyoda-ku, Tokyo 100-8088, Japan...;"
- 3.4. The Parties hereby agree, acknowledge, and confirm that following new paragraph shall be inserted as Paragraph 3.5 of Schedule V the Original Deed:
 - "3.5. Additional actions in connection with the Specified Redemption Date
 - Effective from January 1, 2025, the Issuer shall (and the Prom 3.5.1. ensure that the Issuer shall) provide the Investor with details of the Item Apartments and the status of collection of receivables in the format serio Schedule XII ("Status Report") on or prior to the relevant Cut-Office each Specified Redemption Date. Further, the Issuer and the Promoters sha immediately provide all such information as the Investor may neg review in connection with the Status Report."
- 3.5. The Parties hereby agree, acknowledge and confirm that Annexure I of this Fifth Supplementary Deed shall be inserted as Schedule XII of the Original Deed.
- 3.6. The Parties hereby agree, acknowledge and confirm that Annexure II of this Fifth Supplementary Deed shall be inserted as Schedule XIII of the Original Deed.

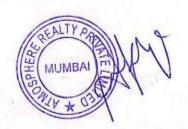
4. REPRESENTATIONS AND WARRANTIES

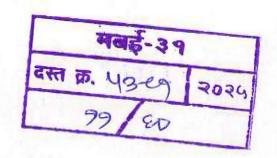
On the date of this Fifth Supplementary Deed, the representations and warranties set out in Clause 26 (Representation and Warranties) of the Original Deed shall be repeated as if the same have been provided under this Fifth Supplementary Deed.

5. MISCELLANEOUS

- 5.1. The Parties have agreed to designate this Fifth Supplementary Deed as a Transaction Document.
- 5.2. This Fifth Supplementary Deed shall automatically terminate on the termination of the Original Deed.









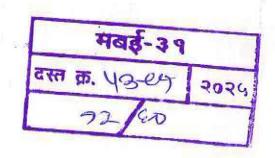
ANNEXURE I

"SCHEDULE XII: STATUS REPORT

Tow er	Fla No	Booki ng Date	Nam e of Part y	C ARE A Sq.	C ARE A Sq. mm	S ARE A Sq. FL	TYP E	Rat e as per sq n	Sum of Agreeme nt Value	Club House Charg	Developm ent Charges	Tota I Valu e	Du g Am i W/ o ST (A)	Amt Receiv ed (With Out ST) (B)	Other Charge Receiv ed	Total Value Receiv	Amount Receiva ble (A- D)	REG DAT E	Payme nt Plan	Subventi on Cost	SD Amou nt	Total Net Value (Includi ng Clubhou se & Infrs)
1•1	[+]	1+1	1-1	1-1	[+]	[-]	1-1	[+]	1-1	t•i	(-)	[-]	[•]	[•]	[•]	[•]	[+]	[+]	[+]	1•1	[+]	[+]









ANNEXURE II

"SCHEDULE XIII

	MUsi
#	Line-liem
A.	(i) Reserves / balance in the Free Flow Account (computed in accordance with terms of the Escrow Documents) + (ii) Excess deductions in previous redemptions (if any) + (iii) adjustments for uncollected receivables as mentioned below
B.	Subvention costs on the sold area of the Identified Apartments ("Sold Area")
C.	Stamp duty and registration fees payable as per Applicable Law on the Sold Area
D.	Any other expense incurred by the developer
E.	Total available payout = $A - (B + C + D)$
F.	Redemption Principal = INR 250,000,000
G.	Redemption Premium = Total available payout less Coupon Payment @ 6% p.a. on outstanding principal of INR 250,000,000 for the period from January 1, 2025 until the day prior to the Scheduled Redemption Date, less principal of INR 250,000,000

For the purpose of determining the Amounts Outstanding, the uncollected receivables shall be discounted at twelve (12) percent per annum as per the rate period mentioned in the table below:

Scheduled												
Start	A CONTRACT	- 2 Ullion	3.14	4	30 100	- 6	7	8	91	10	- 11	12
21-03-25	30-04-25	31-05-25	30-06-25	31-07-25	31-08-25	30-09-25	31-10-25	30-11-25	31-12-25	31-01-26	28-02-26	31-03-26
				-								
26,480,775	STATE OF THE PARTY.		SEATON OF		DESCRIPTION OF THE PARTY.				00025552			26,480,775
XXX			XXX				-	and the same of	No.			THE PARTY NAMED IN
XXX	XXX/2	XXX/2					CANAL STREET				All Vanional A	
W. Charles and		Taring .				West - W	1000		(C) = 151	77	2017	
	21-03-25 26,480,775 XXX	51014 1 21-03-25 30-04-25 26,480,775 XXX	Stort 1 2 21-03-25 30-04-25 31-05-25 26,480,775 XXX	Stort 1	Stort 1 2 1 4 2 1 2 2 3 4 2 3 4 2 3 4 2 3 4 2 3 4 2 3 4 2 3 4 2 3	Stort 1 2 3 4 5 1 2 3 4 5 21 03 - 25 30 - 04 - 25 31 - 05 - 25 31 - 07 - 25 31 - 08 - 25 26 , 480, 775 XXX XXX	Stort 1 2 3 4 5 6	Strict 1 2 3 4 5 6 7	Stirit	Stirit 1 2 1 4 5 6 7 8 9	Start 1 2 1 4 5 6 7 8 9 10	Stirit 1 2 3 4 5 6 7 8 9 10 11 21-03-25 30-04-25 31-05-25 30-06-25 31-07-25 31-08-25 30-09-25 31-10-25 31-12-25 31-12-25 31-01-26 28-02-26 26,480,775 XXX

- The value for litigated units before discount is agreed at INR twenty-six million four hundred eighty thousand seven hundred and seventy-five (INR
- The value for the unsold Identified Apartments before discount is agreed at INR twenty-three thousand two hundred and fifty (INR 23,250) per square foot of carpet area. The sold units are valued (before discount) as per the latest weekly report closer to the Scheduled Redemption Date."

(Signature pages to follow)

Page 7 of 7





Signed and delivered for and on behalf of ATMOSPHERE REALTY PRIVATE LIMITED

FOR ATMOSPHERE

Authorised Signatory
Name: Marin Markhin

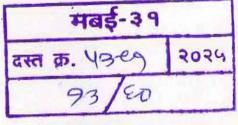


In the presence of

1) vikas Manauma - 2

2) Direk Soh







For Signed and delivered for and on behalf of CATALYST TRUSTEESHIP LIMITED

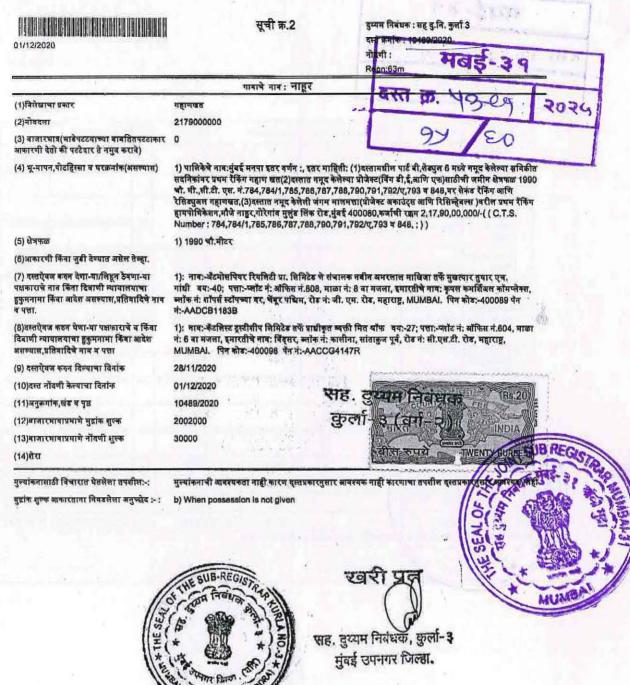
Authorised Signatory

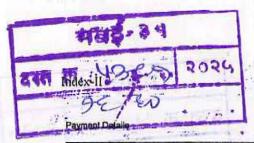
Authorised Signatory

Name: Provider Cupta

मबई-३१ दस्त क्र. ५७९७ २०२५

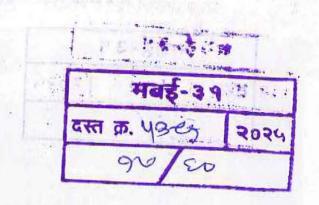






8 г.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Atmosphere Realty Private Limited	eSBTR/Simple Receipt	02300042020112518846	MH007415860202021S	500.00	ŞD	0003485271202021	01/12/2020
2	Atmosphere Realty Private Limited	eSBTR/Simple Receipt	02300042020112518841	MH007415692202021S	500.00	SD	0003485269202021	01/12/2020
3	Atmosphere Realfy Private Limited	eSBTR/Simple Receipt	02300042020112518867	MH007416137202021S	500.00	SD	0003486015202021	01/12/2020
4	Atmosphere Realty Private Limited	eSBTR/Simple Receipt	02300042020112518860	MH007416002202021S	500.00	SD	0003485268202021	01/12/2020
5	Atmosphere Realty Private Limited	eSBTR/Simple Receipt	02300042020112518886	MH007416343202021S	1000000.00	SD	0003485265202021	01/12/2020
SO	Almosphere Realty B Ri Private	eserresimple Receipt	02300042020112518894	MH007416479202021S	1000000.00	SD	0003485262202021	01/12/2020
	AND THE REAL PROPERTY.	DHC	1. 持续度	0112202009978	2000	RF	0112202009978D	01/12/2020
0	CAS.	DHC .	A Section	0112202010092	640	RF	0112202010092D	01/12/2020
ġ.,	646	рнс =		2411202002769	360	RF	2411202002769D	01/12/2020
10	The state of	eChallan		MH007602185202021E	30000	RF	0003485272202021	01/12/2020





SUPPLEMENTARY DEBENTURE TRUST CUM MORTGAGE DEED

DATED FEBRUARY 26, 2021

TO

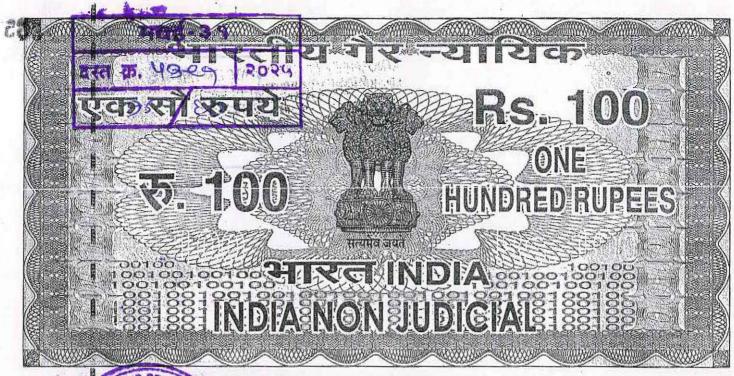
THE DEBENTURE TRUST CUM MORTGAGE DEED LISTED IN SCHEDULE

BY AND BETWEEN

ATMOSPHERE REALTY PRIVATE LIMITE

AND

CATALYST TRUSTEESHIP LIMITED



महाराष्ट्र MAHARASHTRA

→ 2020 **→**

XN 118165

प्रधान मुद्रांक कार्यालय, मुंबई प.मु.वि.क्र. ८०००० १०

1 0 NOV 2020

सक्षम अधिकारी

की. थी. टी. आविक

SUPPLEMENTARY DEBENTURE TRUST CUM MORTGAGE DEED

This supplementary debenture trust cum mortgage deed (hereinafter referred to as the "Supplementary Deed") in relation to the Debenture Trust cum Mortgage Deed as detailed in Schedule I hereunder ("Principal Deed"), is made on this 26th day of February, 2021 at Mumbai

BY AND BETWEEN

1. ATMOSPHERE REALTY PRIVATE LIMITED, a company incorporated under the [Companies Act, 1956 / Companies Act, 2013] with its corporate identity number U70102MH2007PTC166974 and having its registered office at 808, Krushal Commercial Complex, above Shoppers Stop, G.M. Road, Chembur (West), Mumbai – 400089 (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and permitted assigns) of the ONE PART;





2. CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956 with corporate identity number U74999PN1997PLC110262 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud,, Pune-411038 and Delhi Office: 810, 8th Floor Kailash Building, 26, Kasturba Gandhi Marg, New Delhi – 110001 and Mumbai Office: Windsor, 6th Floor, OfficeNo-604, C.S.T. Road, Kalina, Santacruz(East), Mumbai-400098, in its capacity as debenture trustee for the debenture holder(s) (hereinafter referred to as the "Debenture Trustee", which expression shall, unless repugnant to the subject or context thereof, and include its successors and assigns) of the OTHER PART.

Each of the parties mentioned above are hereinafter collectively referred to be the "Parties" and individually as a "Party".

WHEREAS:

- A. The Parties have entered into Principal Deed as listed in Schedule 1 hereunder for ecording the terms and conditions for issuance of Debentures by the Company in accordance with the provisions of the Companies Act, 2013 and the regulations applicable to issue of debentures notified by Securities Exchange Board of India ("SEBI"), from time to time
- B. SEBI has amended certain provisions of the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and SEBI (Debenture Trustee) Regulations, 1993 through its Gazette Notifications nos. 34 and 35, respectively and each dated October 8, 2020. Further, SEBI has issued certain guidelines regarding debt instruments and debenture trustees through its circulars bearing reference numbers (i)SEBI/HO/DDHS/CIRP/P/103/2020 and dated June 23, 2020(ii) SEBI/HO/DDHS/CIR/P/2020/198 and dated October 5, 2020; (iii)SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated October 13, 2020; (iv)SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 and dated November 3, 2020; and (vi) SEBI/HO/MIRSD/CRADT/ CIR/ P/ 2020/230 and dated November 12, 2020 (collectively referred to as the "Debenture Circulars").
- C. In accordance with the applicable laws including the terms stipulated under the Debenture Circulars, the Parties are now desirous of making amendments to the Principal Deed by executing this Supplementary Deed.

NOW THIS SUPPLEMENTARY DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

1. Definitions and Interpretation

1.1. Unless otherwise expressly stated or defined or the context otherwise requires for herein, words and expressions defined herein shall have the same meaning attributed to them under the Principal Deed.





The rules of the interpretation applicable in the Principal Deed shall apply mutatis mutandis to this Supplementary Deed.

- The Supplementary Deed henceforth is to be read, interpreted and construed in conjunction with and harmoniously with other provisions of the Principal Deed. In case of conflict between this Supplementary Deed and the Principal Deed, the provisions of this Supplementary Deed shall override those of the Principal Deed.
- 1.4. This Supplementary Deed and the Principal Deed shall be deemed to be consolidated to form and read as one debenture trust deed. Subject to the variations contained in this Supplementary Deed, the Parties agree that all existing terms and conditions of the Principal Deed not expressly varied, amended, substituted or modified herein shall apply and remain in full force and effect and be read, constructed, enforced as if the terms and conditions of this Supplementary Deed were inserted in the Principal Deed by way of addition, variation and/or substitution, as the case

Amendments to the Principal Deed

New definitions shall be included in the existing Definitions clause of the respective Principal Deed as follows:

"Recovery Expense Fund" shall mean fund contributed by the Company towards creation of a recovery expense fund as required to be created in terms of the circular no. SEBITIONIRSD/CRADT/CIR/P/2020/207 and dated October 22, 2020 on "Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" issued by SEBI, as amended from time to time.

"SEBI Debenture Circulars" shall mean circulars regarding debt instruments and numbers debenture trustees issued SEBI bearing reference SEBI/HO/DDHS/CIR/P/2020/198 and dated October 5, 2020; (ii)SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 October 13. 2020: and dated (iii)SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated October 22, 2020; (iv) SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 and dated November 3, 2020; and (v) SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 and dated November 12, 2020"

2.2. Immediately after the last provision/ article/ section/ clause of the respective Principal Deed, the following shall be inserted:

"In order to incorporate the terms of the SEBI Debenture Circulars within this Deed, all the provisions set out under the schedule hereto named 'Schedule – SEBI AMENDMENTS 2020' is hereby included as an integral part of this Deed".





मवई - ३ 9

he last existing

2.3. A new Schedule as 'Schedule – SEBI Amendments 2020' shall be inverted Schedule of Principal Deed as follows:

SHEDINE SERI AMENDUCATES 2020)

"SCHEDULE - SEBI AMENDMENTS 2020"

1. Due diligence on continuous basis

- (i) The Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Debenture Trustee) Regulations, 2008, the listing agreement of the stock exchange(s) where the Debentures are disted, this Deed and any other regulations issued by SEBI pertaining to debt issuance.
- (ii) For the purpose of carrying out the due diligence as required in terms of the SEBI Debenture Circulars, the Debenture Trustee, either through itself in its agents /advisors/consultants, shall have the power to examine the books of descript of the Company and to have the Company's assets inspected by its officers and or externol auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee.
- (iii) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.
- (iv) The Company shall submit documents/information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of Security created/assets on which security interest/charge is created, which shall inter alia include
 - a. periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 days of the respective quarter, whichever is earlier;
 - b. details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;
 - details with respect to the implementation of the conditions regarding creation of Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;
 - d. details with respect to the assets of the Company and of the guarantors, if any, to ensure that they are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the debenture holders;





22/20

- e. reports on the utilization of funds raised by the issue of Debentures;
- f. details with respect to conversion or redemption of the Debentures;
 - details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the debenture holders and payment of monies upon redemption of Debentures to the debenture holders due to them within the stipulated time period in accordance with the Applicable Law.
- h. details regarding monitoring of utilisation of funds raised in the issue of Debentures;
- i. certificate from the statutory auditors of the Company:
 - in respect of utilisation of funds during the implementation period of the project; and
 - ii. in the case of debentures issued for financing working capital, at the end of each accounting year.

such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.

The Company shall -

provide such documents/information and assistance to the Debenture Trustee as required by the Debenture Trustee to carry out the necessary due diligence and monitor the asset cover on a quarterly basis in the manner as may be specified by SEBLifrontime to time;

submit of certificate from the statutory auditor on a half-yearly basis, giving the value of receivables/book debts, and maintenance of asset cover as per the terms of Offer Document/ Information Memorandum and/or this Deed including compliance with the covenants of the Offer Document/Information Memorandum in the manner as may be specified by the Board from time to time.

(vi) The Company shall submit the following reports/ certification to the Debenture Trustee within the timelines mentioned below:

Regionis//Clarityplantes	Wingthes for Subalision Regulariem wis no Delamina Taureo	Tilmelline jarsubnikšimu og reports/cerifficulions by Delbutnie Britiste				
Asset cover Certificate	Quarterly basis within 30 days from end of each quarter or	Quarterly basis within 60 days from end of each				
A statement of value of pledged securities	within such timelines as prescribed under Applicable	quarter or within such timelines as prescribed under Applicable Law				
A statement of value for Debt Service Reserve Account or any other form of security offered	Law					
Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 30 days from end of each half-year or within such timelines as prescribed under Applicable Law	Half yearly basis within 60 days from end of each half-year or within such timelines as prescribed under Applicable Law.				





Reports/Certificates		CONTRACTOR OF PARK	Titaestine (for submiks)lon afrigaanks cerifficattaps โดงโปรีโดรที่โดล โดยหรูลล		
Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor(secured by way of corporate guarantee)		nancial	such umelines as prescribed under		
Valuation report and title search report for the immovable/movable assets, as applicable			Applicable Law.		

(vii) The Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property to the extennecessary for discharging its obligations and the Company (shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in continuous such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, it shall be elimbursed forthwith by the Company upon request."

2. Recovery Expense Fund

- (i) The Company shall maintain Recovery Expense Fund as per the provisions of SEBI (Debenture Trustees) Regulations, 1993 and any circulars, guidelines and regulations issued by SEBI, as applicable. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the transaction documents.
- (ii) Creation of Recovery Expense Fund: The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time. The Company shall ensure that the bank guarantees remains valid for a period of six months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before its expiry, failing which the designated stock exchange shall invoke such bank guarantee.
- (iii) <u>Utilisation of Recovery Expense Fund</u>: In the event of default, the Debenture Trustee shall obtain the consent of Debenture holders for enforcement of security and shall inform the same to the designated stock exchange. The amount lying in the Recovery Expense Fund shall be released by the designated stock exchange to the Debenture Trustee within five working days of receipt of such intimation. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement of Security.





利用者 3 4

Fund shall be refunded to the Company: The balance in the Recovery Expense

Fund shall be refunded to the Company on repayment to the Debenture holders for which

across to the designated stock exchange. The Debenture Trustee shall satisfy that there is no 'default'

on any other listed debt securities of the Company before issuing the NOC.

3. Inter Creditor Agreement("ICA"):

If and as applicable, ICA if executed and if mandatorily required to be executed by the Subscribers under the directions issued by Reserve Bank of India described as the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions, 2019, containing framework with a view to providing a framework for early recognition, reporting and time bound resolution of stressed assets on June 7, 2019 as amended from time to time. The Company shall conform with the guidelines issued in respect ICA by the Register Authorities from time to time,

4. Forensic Audit:

In case of mittalian of forensic audit (by whatever name called) in respect of the Company, the Company shall provide following information and make requisite disclosures to the stock exchanges:

the fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available; and

- (ii) final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Company along with comments of the management, if any
 - 5. The Company shall provide intimation regarding:
- Any default in timely payment of interest or redemption or both in respect of the nonconvertible debt securities;
- (ii) All covenants of the issue (including side letters, Event of Default clause, etc).

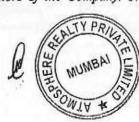
6. "Nominee Director":

The Debenture Holder(s) and the Trustee shall have the right to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the Board of the Company ("Nominee Director") in the event of:

- a) Two consecutive defaults in payment of interest to the Debenture Holder(s); or
- b) default in creation of Security for Debentures (if applicable); or
- c) default in Redemption of Debentures;

The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. The Company shall appoint the Nominee Director forthwith on receiving a nomination notice from the Trustee. The Nominee Director shall be appointed on all key committees of the Board of Directors of the Company. The





Company shall take all steps necessary to amend its Articles of Association, if necessary to give effect to the above provision.

- 7. The Company shall ensure due compliance and adherence to the SEBI Debenture Circulars in letter and spirit
- The Company agrees and confirms that this Supplemental Deed does not and shall not be construed to affect any rights, title, interest whatsoever in an immovable property including the properties secured under the Principal Deed, if any, and does not purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, to or in any immovable property.

4. Severability

If any provisions of this Supplementary Deed becomes invalid, illegal of unenforce bit in any respect under any law, then the validity, the legality and enforceability of the tenaining provisions shall not in any way be affected or impaired.

5. Counterparts

This Supplementary Deed may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Supplementary Deed by signing such counterparts.

6. Governing Law and Jurisdiction

In the event of any dispute arising out of or in connection with this Supplementary Deed, the provisions relating to governing law, jurisdiction and dispute resolution, as applicable to the Principal Deed shall apply mutatis mutandis to this Supplementary Deed.

7. Inconsistency

In the event of any conflict or inconsistency of any term or provision set forth in this Supplementary Deed and the Principal Deed, to the extent of such conflict or inconsistency, the terms of this Supplementary Deed shall prevail.





IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Supplementary Deed on the date stated at the beginning.

SIGNED AND DELIVERED BY
ATMOSPHERE REALTY PVT. LTD or A MOSPHERE REALTY PRIVATE LIMITED
The 'Company' within named through its
Authorized Signatory

Mr. Manan P. Shah, Director

SIGNED AND DELIVERED by the

SIGNED AND DELIVERED by the CATALYST TRUSTEESHIP LIMITED The 'Trustees' within named through its Authorized Signatory

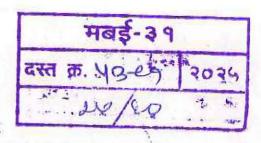
Mr. Mit H. Shroff, Manager

FOR CATALYST TRUSTEESHIP LIMITED

Authorised Signatory







Schedule I

PARTICULARS OF DEBENTURE TRUST DEED

Serial no	Consent Letter No.	ISIN	Principal Deed	Date	Issue size (In Rs.)	Nature of issuance (private placement / public issue)	
1.	CL/MUM/20- 21/DEB/820 dated November 15, 2020	INE0CZT07010	Debenture Trust cum Mortgage Deed	November 28, 2011	2,179,000,000	Private Placement	





06/09/2021

सची क्र.2

Index-II द्य्यम् निवंधकः सह ह नि 2024 नोदं Regi :63m

गावाचे नाव: नाहर

(1)विलेखाचा प्रकार

गहाणखन

(2)मावदला

0

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमद करावे)

(4) भू-मापन,पोटहिम्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: माँजे नाहर,दस्त नोंडणी ह दिनांक 01.12.2020 मधील गहाण खताचा,सुधारणा करारनामाद्वारे,दुज् केलेल्या विक्रीत सदनिका व दस्ता मधील पार्ट बी शेड्युल 6 मध्ये नम् रेंकिंग गहाण खत,दस्तान नमूद केल्याप्रमाणे बदल करण्यात येत आहे 786, 787, 788, 790, 791, 792/A, 793, 848;))

(5) क्षेत्रफळ

1) 0 ची.फूट

(6)आकारणी किंवा जुडी देण्यान असेल तेव्हा.

(7) दस्तऐयज फरान देणा-या/लिहून ठेवणा-या पशकाराचे नाव किंवा दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पना.

(8)दस्तऐयज करुत घेणा-या पक्षकाराचे व किंवा

दिवाणी न्यायालयाचा हक्मनामा किंवा आदेश असल्याम,प्रतिवादिचे नाव व पना

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दम्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

(12)बाजारभावाप्रमाणे सुद्रांक शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शंग

1): नाव:-अटमासापयर रियलिटी प्रा. लिमिटेड चे संचालक नवीन अम्रेजेल माखिजा गायववाड वय:-27; पत्ता:-प्लॉट नं: ऑफिस नं,808, माळा नं: 8 वे स्वाल - इक्रेनर्स कॉम्प्लेक्स, ब्लॉक नं: शॉपर्स स्टॉप च्यावर, चेंबूर, मुंबई, रोड नं: जी. एपे रोड महार कोड:-400089 पॅन नं:-AADCB1183B

1): नाव:-कॅटलिस्ट ट्रस्टीशीप लिमिटेड तर्फे अधिकृत हस्ताक्षरी प्रशांत जोथे वय:-28; पत्ता:-प्लॉट नं: ऑफिय नं.604 , माळा नं: 6 वा मजलां , इमारतीचे नाव: विंडसर, ब्लॉक नं: कलीना,नांनाक्रूज पूर्व , रोड नं: मी. एस. टी. रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400098 पैन नं:-AACCG4147R

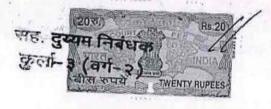
03/09/2021

03/09/2021

13923/2021

500

100



मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण दुस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दुस्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(d-2)If it exceeds One lakh but does not exceeds ten lakh

मुलभ व्यवहारामाठी नागरिकांचे सक्षमीकरण दम्नाएवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहत्सुंबई महानगरपालिकेस पाठविणेत आलेला आहे.

आता है दस्तऐवज दाखल करण्यामाठी कार्यालयात स्वतः जाणेची आवश्यकता गाही.

Integrated Governance enabling You to Do Business Easily It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 06/09/2021) toMunicipal Corporation of Greater Mumbai. No need to spend your valuable time and energy to submit this documents in person.



सह. दुय्यमं निबंधक

-		Purchaser	Туре	Verification	no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Dat
दस्य	1	ATMOSPHERE REALTY PRIVATE LIMITED	eChallan	000405720	21090273902	MH005781967202122E	500.00	SD	0002786876202122	03/09/2021
	2	ATMOSPHERE REALTY PRIVATE LIMITED	eChallan		MH005781967202122E	100	RF	0002786876202122	03/09/202	
	3		DHC			0209202114354	1500	RF	0209202114354D	03/09/202

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]





21/03/2023

स्ची क्र.2

द्य्यम निबंधक : सह द्.नि. कुर्ला 4

दस्त क्रमांक : 5456/2023 ult .

gn:63m

गावाचे नाव : नाहर

(1)विलेखाचा प्रकार

गहाणखत

(2)नोबदला

(3) बाजारभाव(आडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नम्द करावे)

The same of the sa

2020

(4) अ्-गपन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: सह द्य्यम निबंधक कार्यालय,कुर्ला - 3 यांचे कार्यालयात दिनांक 01/12/2020 रोजीचा नोंदणीकृत 'डिबेंचर ट्रस्ट कम मॉर्गेज डीड'(गहाणखत)दस्त क्रमांक करल-3/10489/2020(कर्जाची रक्कम रु. 2,17,90,00,000/-,भरलेले मुद्रांक शुल्क-र 20,02,000/-,भरलेली नॉदणी फी रु. 30,000/-)तसेच दिनांक 03/09/2021 रोजी अग्रीमेंट ट् डिबेंचर ट्रस्ट डीड'(गहाणखत स्धारणा करार)दस्त क्रमांक करतु कर्जाची रक्कम रु. 0/-,भरलेले मुद्रांक शुल्क रु. 500/-,भरलेली नोंदणी, 26/02/2021 रोजीचा 'सप्लिमेंट्री डिबॅचर ट्रस्ट कम मॉर्गेज डीड'(पुरव रक्कम रु. 01-,भरतेल मुद्रांक शुल्क रु. 100/-)ह्या तिन्ही दस्तांच्या मुख्याने पिस्तुत् प्र डीड'(तिसरा पुरवणी दस्त)निष्पादील व माँदणीकृत करण्याल येत आहुन सुरुत्ते अस्तादवा सुधारणा करण्याल आलेल्या आहेत -(अ)मुळ 'डिवेचर ट्रस्ट कम माँगीन कि मेंगील कलाज मधील पुढीलप्रमाणे नमुद बार्बीच्या व्याख्यांमध्ये सुधारणा/बदल करप्यास आहेत्या आहेत् आऊटस्टॅण्डिंग्स','पार्ज्ड पॉपर्टीज','मृत्सेबल पॉपर्टी','प्रोजेक्ट अकाउंट्स', प्रिस्कान रिडस्थान 'शेड्युल्ड रिडम्शन डेट'.(व)मुळ 'डिबॅचर ट्रस्ट कम मॉर्गज डीड' मधील वेशोज क्र. 🕦 मध्य पुढील नमुद असलेल्या नवीन व्याख्या अंतर्भृत करण्यात आलेल्या आहेत - 'कट अभि डेट','एस्टीमेटेड लाईन आयटम्स','लोअर रिडम्शन अमाऊंट','लोअर रिडम्शन प्रीमियम', लो प्रिंसिपल, सेकंड स्पेसिफाईड रिडम्शन डेट', स्पेसिफाईड डिबेंचर्स, स्पेसिफाईड रिडम्शन डेट', स्पेसिफाईड रिडम्शन अमाऊंट','स्पेसिफाईड रिडम्शन प्रीमियम' आणि 'स्पेसिफाईड रिडम्शन प्रिंसिपल'.(क)मुळ 'डिवेंचर ट्रस्ट कम मॉर्गेज डीड' मधील क्लॉज क्र. 1.2 मधील 'इंटरप्रिटेशन' च्या व्याख्येमध्ये सुधारणा/बदल करण्यात आसेला आहे.(उ)मुळ 'डिवेंचर ट्रस्ट कम मॉर्गेज डीड' मधील प्दीलप्रमाणे नमुद केलेल्या क्लॉजेस मध्ये नम्द असलेल्या तरत्दींमध्ये मध्ये सुधारणा/बदल करण्यात आलेल्या आहेल - क्लॉज क. 3.5(2),4.4,4.6,4.7,6.5(1),8.3(5),9.1,9.2,11.1(3),11.6.2(2)(व),13,27.1,46.4,48,शेड्युल 5 घा पॅरेग्राफ क. 5,शेड्युल 5 चा पॅरेग्राफ क. 4,शेड्युल 5 चा पॅरेग्राफ क. 8,शेड्युल 5 चा पॅरेग्राफ के. 9 आणि शेड्युल 5 चा पॅरेग्राफ क. 12.1.(इ)मुळ 'डिबेंचर ट्रस्ट कम मॉर्गेज डीड' मधील क्लॉज क. 49 चा अनुक्रमांक बदलुन 50 करण्यात आलेला असुन मुळ जागी नवीन क्लॉज क्र. 49 अंतर्भृत करण्यात आलेला आहे.(ई)मुळ 'डिबेंचर ट्रस्ट कम मॉर्गेज डीड' मधील शेड्युल एक्स चे पार्ट - सी बदलुन त्याजागी प्रस्तृत दस्तासोवत जोडलेले ऍनेकश्चर - 2 अंतर्भृत करण्यात आलेले आहे. तसेच(3)प्रस्तृत दस्तासोवत जोडलेले ऍनेकश्चर - 3 हे मुळ 'डिबेंचर ट्रस्ट कम मॉर्गेज डीड' मधील शेड्युल एक्सआय म्हणजेच 11 असे समजण्यात यावे आणि इतर संपूर्ण माहिती दस्तात नमुद्र केल्याप्रमाणे((C.T.S. Number : 784, 784/1, 785, 786, 787, 788, 790, 791, 792/A, 793 and 848;))

(5) क्षेत्रफळ

1) 0 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिह्न ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-ऍटमॉस्फेअर रिअल्टी प्रायव्हेट लिमिटेड तर्फे संचालक श्री नवीन अमरलाल मखिजा तर्फे कबुलीजबाबाकरीता कुलमुखत्यार श्री जिलेंद्र भीमराव गायकवाड (इशुअर) वय:-30; पत्ता:-प्लॉट नं: ऑफिस क्रमांक 1008, माळा नं: 10 वा मजला , इमारतीचे नाव: कृशल कमर्शिअल कॉम्प्लेक्स , ब्लॉक नं: चेंबूर पश्चिम, मुंबई , रोड नं: जी. एम, रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400089 पॅन #:-AADCB1183B

(8)दस्तरेवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व 1): नाव:-कॅटलिस्ट ट्रस्टीशीप लिमिटेड तर्फे अधिकृत हस्ताक्षरकर्ता निकीता ऋषिकेश दर्गे(डिवेंचर ट्रस्टी) वय:-32; पत्ता:-प्लॉट नं: ऑफिस क्रमांक 604, माळा नं: 6 वा मजला , इमारतीचे नाव: विंडसर, ब्लॉक नं: कितना, सांताकुज पश्चिम, मुंबई , रोड नं: सी. एस. टी. रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400098 पॅन नं:-AACCG4147R

(9) दस्तऐवज करून दिल्याचा दिनांक

20/03/2023

(10)दस्त नोंदणी केल्याचा दिनांक

21/03/2023

(11)अनुक्रमांक,खंड व पृष्ठ

5456/2023

http://10.10:246.39/MarathiReports/HTMLReports/HTMLReportSuchiKramank2.aspx

TBAN DIST

3/21/2023

Page 2 of 3

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

500 1000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला

मुल्यांकनाथी आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारतामा निवडलेला

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to



Payment Details

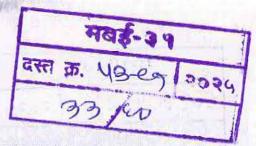
5r.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	ATMOSPHERE REALTY PRIVATE LIMITED	eChallan	69103332023031718856	MH016952964202223E	500.00	SD	0008438937202223	20/03/2023
2		DHC		1703202308367	1300	RF	1703202308367D	20/03/2023
3	ATMOSPHERE REALTY PRIVATE LIMITED	eChallan		MH016952964202223E	1000	RF	0008438937202223	20/03/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]









4TH SUPPLEMENTARY DEBENTURE TRUST DEED

DATED SEPTEMBER 11, 2023

TO

THE DEBENTURE TRUST DEED(S) LISTED IN SCHEDULE I HERETO

BY AND BETWEEN

ATMOSPHERE REALTY PRIVATE L

AND

CATALYST TRUSTEESHIP LIMITED



महाराष्ट्रका AHARASHTRA

O 2023 O

71AA 191607

TE SEAL OF THE CONTROL OF THE CONTRO

प्रधान मुद्रांक कार्यालय, मुंबई प.म.चि.क. ४००००१० 3 1 AUG 2023 सक्षम अधिकारी

4TH SUPPLEMENTARY DEBENTURE TRUST DEED

This 4th supplementary debenture trust deed (hereinafter referred to as the "Supplementary Deed") in relation to the Debenture Trust Deed as detailed in Schedule I hereunder ("Principal Deed") is made on 11th day of September, 2023 at Mumbai.

BY AND BETWEEN

 ATMOSPHERE REALTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 with its corporate identity number U70102MH2007PTC166974 and having its registered office at 1008, 10th Floor, Krushal Commercial Complex, G. M. Road, Chembur (West), Mumbai - 400089 (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and permitted assigns) of the ONE PART;



AND

मबई-३१ दस्त क्रं: पुंछे एक २०२५

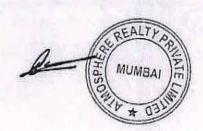
2. CATALYST TRUSTEESHIP LIMITED, a company incorporated under the Companies Act, 1956 with corporate identity number U74999PN1997PLC110262 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud,, Pune - 411038 and Delhi Office: 810, 8th Floor Kailash Building, 26, Kasturba Gandhi Marg, New Delhi – 110001 and Mumbai Office: Windsor, 6th Floor, Office No - 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai - 400098, in its capacity as debenture trustee for the debenture holder(s) (hereinafter referred to as the "Debenture Trustee", which expression shall, unless repugnant to the subject or context thereof, and include its successors and assigns) of the OTHER PART.

Each of the parties mentioned above are hereinafter collectively referred to a the arties individually as a "Party".

WHEREAS:

- A. The Parties have entered into Principal Deeds as listed in Schedule I hereunder for resording the terms and conditions for issuance of Debentures by the Company in acrost dance with the provisions of the Companies Act, 2013 and the regulations applicable to issue of debentures notified by Securities Exchange Board of India ("SEBI"), from time to time:
- B. SEBI has amended certain provisions of applicable laws and also issued certain guidelines regarding debt instruments and debenture trustees through its respective debenture circulars from time to time.
- C. In accordance with the applicable laws including the terms stipulated under the respective Debenture Circulars issued by SEBI, the Parties made amendments to the Principal Deed by entering into 1st Supplementary Debenture Deed viz. "Supplementary Debenture Trust cum Mortgage Deed" dated 26th February, 2021.
- D. The Parties had also executed the "Amendment Agreement to the Debenture Trust Deed" dated 3rd September, 2021 and "Third Supplementary Deed" dated 20th March, 2023.
- E. Now, SEBI has made the additional regulation i.e. Regulation 18 Sub-Regulation 6(A) to further amend the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 vide SEBI (Issue and Listing of Non-Convertible Securities) (Amendment) Regulations, 2023 on 2nd February, 2023.
- F. In accordance with the said regulations to comply with the applicable regulation, the parties are now desirous of making amendment to Principal Deed by executing this 4th Supplementary Debenture Trust Deed.





मंबई- ३-५

NOW THIS SUPPLEMENTARY DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

Definitions and Interpretation

1.1. Unless otherwise expressly stated or defined or the context otherwise requires for herein, words and expressions defined herein shall have the same meaning attributed to them under the Principal Deeds.

The rules of the interpretation applicable in the Principal Deeds shall apply mutatis mutandis to this Supplementary Deed.

The Supplementary Deed henceforth is to be read, interpreted and construed in conjunction with and harmoniously with other provisions of the Principal Deeds. In case of conflict between this Supplementary Deed and the Principal Deeds, the provisions of this Supplementary Deed shall override those of the Principal Deeds.

This Supplementary Deed and the respective Principal Deeds shall be deemed to be consolidated to form and read as one debenture trust deed. Subject to the variations contained in this Supplementary Deed, the Parties agree that all existing terms and conditions of the Principal Deeds not expressly varied, amended, substituted or modified herein shall apply and remain in full force and effect and be read, constructed, enforced as if the terms and conditions of this Supplementary Deed were inserted in the Principal Deeds by way of addition, variation and/or substitution, as the case may be.

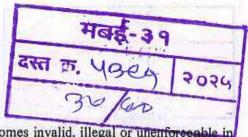
2. Amendments to the Principal Deed

New sub clause shall be included in the existing clause of Nominee Director of the respective Principal Deeds as follows. Existing clause numbers of Nominee Director clause of respective Principal Deeds are listed in Schedule 1 hereunder:

"The company shall appoint the person nominated by the debenture trustee(s) in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee(s) as to appointment of Nominee Director."

3. The Borrower agrees and confirms that this Supplemental Deed does not and shall not be construed to affect any rights, title, interest whatsoever in an immovable property including the properties secured under the Principal Deed, if any, and does not purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, to or in any immovable property.





4. Severability

If any provisions of this Supplementary Deed becomes invalid, illegal or unenforceable any respect under any law, then the validity, the legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

5. Counterparts

This Supplementary Deed may be executed in any number of comtaken together shall constitute one and the same instrument, Supplementary Deed by signing such counterparts.

6. Governing Law and Jurisdiction

In the event of any dispute arising out of or in connection with his Supplementary De provisions relating to governing law, jurisdiction and dispute resolution. Wath the respective Principal Deeds shall apply mutatis mutandis to this Supplementary Deed.

Inconsistency 7.

In the event of any conflict or inconsistency of any term or provision set forth in this Supplementary Deed and the respective Principal Deed(s), to the extent of such conflict or inconsistency, the terms of this Supplementary Deed shall prevail.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Supplementary Deed on the date stated at the beginning.

SIGNED AND DELIVERED BY

ATMOSPHERE REALTY PRIVATE LIMITED,) For ATMOSPHERE REALTY PRIVATE LIMITED

The 'Company' within named through its Authorized Signatory

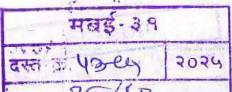
Mr. Manan P. Shah, Director

SIGNED AND DELIVERED by the CATALYST TRUSTEESHIP LIMITED The 'Trustees' within named through its

Authorized Signatory

Director / Authorised Signatory

FOR CATALYST TRUSTEESHIP LIMITED



Schedule I

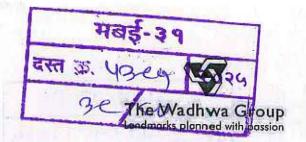
PARTICIH ARS	OF DEBENTURE T	PLIST DEED(S)
PARTICULARS	OL DEBENIOKE I	KOSI DEED(S)

Serial no		ISIN	Principal Deed(s)	Date	Issue size	Existing clause number of Nominee Director clause	Nature of issuance (private placement / public issue)
00 F THE SOL	SUB R	INEOCZT07010	Debenture Trust Cum Mortgage Deed	28 th November, 2020	2,179,000,000	Clause No. 29	Private Placement

OW







CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ATMOSPHERE REALTY PRIVATE LIMITED AT THEIR MEETING HELD ON FEBRUARY 15, 2025 AT 1008, 10TH FLOOR, KRUSHAL COMMERCIAL COMPLEX, G. M. ROAD, CHEMBUR WEST, MUMBAI- 400089

CONSIDERATION AND APPROVAL FOR CHANGE IN THE TERMS AND CONDITIONS OF REDEMPTION OF NCDs ISSUED BY THE COMPANY AND TO AUTHORISE DIRECTORS/COMPANY SECRETARY/ AUTHORISED PERSONS TO EXECUTE DOCUMENTS IN THIS REGARD:

The Chairman informed the Board that in order to better utilise the reserves in Free Flow Account vis-à-vis existing terms and conditions of redemption of 6% Gecured, Rated, Listed, Redeemable Non-convertible Debentures issued by the company INEOCZT07010) having face value of Rs. 10,00,000/- each ("NCDs") issued by the Company to Marubeni Corporation ("Investor"), and as requested by the Investor the Company was proposing to change terms and conditions of the redemption of NCDs as per revised terms and conditions placed before the Board. He further informed that the Company will obtain approval of the Investor, the Debenture Trustee and BSE Limited, in respect of change in terms and conditions of the redemption of NCDs. He further informed that the Company will execute amendment documents to the transaction documents to incorporate changes as may be approved by the Board.

The Board Members considered and discussed the same in detail and thereafter it was:

"RESOLVED THAT, subject to consent in writing of Marubeni Corporation ("Investor"), Catalyst Trusteeship Limited ("Debenture Trustee") and BSE Limited, approval of the Board of Directors be and is hereby accorded for change in the terms and conditions of the existing 6% Secured, Rated, Listed, Redeemable Non-convertible Debentures issued by the company (ISIN: INEOCZT07010) having face value of Rs. 10,00,000/- each ("NCDs") Issued by the Company to the Investor as per the drafts of amendment agreements to the Investment Agreement, Debenture Trust cum Mortgage Deed, Escrow Agreement and other ancillary documents; as placed before this meeting AND THAT any one of Mr. Navin Makhija, Managing Director or Mr. Manan P. Shah, Director or Mr. Abhay Chandak, Director or Mr. Manohar Chhabria, Director or Mr. Ashok Mehta, Authorised Signatory or Mr. Vishal Adhay, Company Secretary of the Company (hereinafter collectively referred to as "the Authorised Persons") be and are hereby severally authorized on behalf of the Company to approve, finalise and execute or cause to be executed the amendment documents to the transaction documents including amendments (fundamental changes or modifications) to the terms and conditions contained in the transaction documents (whether before or after execution of the transaction documents) together with all other documents, agreements, instruments, letters and writings required in connection with, or ancillary to, the transaction documents (the "Ancillary Documents") as may be necessary or required for the aforesaid purpose including to sign and/or dispatch all forms, filings, documents and notices to be signed, submitted and/or dispatched by it under or in connection with the

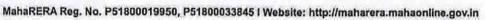
Atmosphere Realty Private Limited (Previously known as Man Chandak Developers Private Limited)

Registered Office Address: 1008, 10th Floor, Krushal Commercial Complex, Above Shoppers Stop, G.M. Road, Chembur (W), Mumbai – 400089. E: office@maninfra.com W: www.atmosphereO2.in CIN: U70102MH2007PTC166974

Site Address: Atmosphere O2, Goregaon-Mulund Link Road, Near Fortis Hospital, Mulund (W), Mumbai - 400080.

Sales Office: T: +91 22 25628409, +91 22 42463999 F: +91 22 25260589 E: atmosphere@thewadhwagroup.com











documents to which it's a party as well as to accept and execute any amendments to the transaction documents, the Antillary Documents and other deeds, documents and other writings as and when necessary and to take all such further steps as may be required to give effect to the aforesaid resolutions.

RESOLVED FURTHER THAT any one of the Authorised Persons, be and are hereby severally authorised to:

- (a) Sign, execute and make the necessary applications to all authorities including but inot limited to BSE Limited, National Securities and Depository Limited, Central Depository Services (India) Limited; as may be necessitated from time to time and to appear and represent the Company before the concerned authorities;
- (b) file with the relevant Registrar of Companies, Depository Participant, Registrar and Transfer Agent and any other regulator or body, all particulars in respect of the proposed changes to the terms and conditions of NCDs, as may be required, in the prescribed forms and to appear before concerned Sub-Registrar of Assurances to admit execution thereof and to complete all formalities in respect thereto;
- arrange for payment of the applicable stamp duty and other charges in respect of the amendment documents to the concerned transaction documents; and
- (d) to do all acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the above resolutions and to execute on behalf of the Company such deeds, documents, agreements and writings in this regard.

RESOLVED FURTHER THAT the Authorised Persons be and are hereby authorised to delegate all or any of its powers conferred upon them by this resolution, to any authorised signatory of the Company for execution of any documents on behalf of the Company and to represent the Company before any governmental or regulatory authorities, and to appoint any professional advisors, consultants and advocates to give effect to this resolution and further to take all others steps which may be incidental, consequential, relevant or ancillary in this regard.

RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed to such documents, deeds, evidences, writings and undertakings and/or other related papers, in presence of any one of the Directors of the Company or any of the Authorised Persons who do sign the same in token thereof and who are also hereby authorised to carry the Common Seal of the Company outside the City/ State in which the Registered Office of the Company is situated, wherever necessary for the purpose of such execution.

Atmosphere Realty Private Limited (Previously known as Man Chandak Developers Private Limited)

Registered Office Address: 1008, 10th Floor, Krushal Commercial Complex, Above Shoppers Stop, G.M. Road, Chembur (W), Mumbai – 400089. E: office@maninfra.com W: www.atmosphereO2.in CIN: U70102MH2007PTC166974

Site Address: Atmosphere O2, Goregaon-Mulund Link Road, Near Fortis Hospital, Mulund (W), Mumbai - 400080.

Sales Office: T: +91 22 25628409, +91 22 42463999 F: +91 22 25260589 E: atmosphere@thewadhwagroup.com



MICE



IN ASSOCIATION WITH





RESOLVED FURTHER THAT the aforesaid resolutions shall come into effect immediately and a copy of the foregoing resolution certified to be a true copy by any one of the Authorised Persons may be furnished to such parties concerned, and they are hereby requested to rely thereupon."

Certified true copy For Atmosphere Realty Private Limited

Company Secretary and Compliance Officer

Membership No.: ACS 65202

Atmosphere Realty Private Limited (Previously known as Man Chandak Developers Private Limited)

Registered Office Address: 1008, 10th Floor, Krushal Commercial Complex, Above Shoppers Stop, G.M. Road, Chembur (W), Mumbai - 400089. E: office@maninfra.com W: www.atmosphereO2.in CIN: U70102MH2007PTC166974 Site Address: Atmosphere O2, Goregaon-Mulund Link Road, Near Fortis Hospital, Mulund (W), Mumbai - 400080. Sales Office: T: +91 22 25628409, +91 22 42463999 F: +91 22 25260589 E: atmosphere@thewadhwagroup.com



MahaRERA Reg. No. P51800019950, P51800033845 I Website: http://maharera.mahaonline.gov.in

IN ASSOCIATION WITH





Pune PMT Building, 3rd Floor Deccan Gymkhana, Pune, Maharashtra, India, 41/1004

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U74999PN1997PLC110262

I hereby certify that the name of the company has been changed from GDA TRUSTEESHIP LIMITED to CATALYST TRUSTEESHIP LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name GDA TRUST MANAGEMENT PRIVATE LIMITED.

Given under my hand at Pune this Eighth day of June two thousand sixteen.



Mailing Address as per record available in Registrar of Companies office:

CATALYST TRUSTEESHIP LIMITED

GDA House, First Floor, Plot No. 85, S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune, Maharashtra, India, 411038



डवेंचर न्यासी DEBENTURE TRUSTEE भारतीय प्रतिभूति और विनिमय बोर्ड 3 4 SECURITIES AND EXCHANGE BOARD OF INDIA (डिबेंचर न्यासी) विनियम, 1993 DEBENTURE TRUSTEE) REGULATIONS 1993 करल ४ (विनियम B) 0000358 (Regulation 8) Associations रजिस्ट्रीकरण प्रमाणपत्र CERTIFICATE OF REGISTRATION 1) बोर्ड, मारतीय प्रतिभूति और बिनियय बोर्ड अधिनियम, 1992 के अधीन डिवेंचर चासी के लिए बनाए एए नियमों और विनियमी के साथ पटित इस अधिनियम को धारा-12 को उपधान (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए. 1) In exercise of the powers confurred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992, read with the rules and regulations made thereunder for the dehenture trustee the Board hereby grants a certificate of registration to DYST TRUSTEESHIP LIMITED A HOUSE, PLOT NO. 85 BUDSARI COLONY (RIGHT), PAUD ROAD PUNE 414 038 MAHARASHTRA SUSUBURBAN DIS को निक्रमों में, शहरे के अधीन रहते हुए और बिनियमों के अनुसार डिवेंबर न्यासी के व्या में रजिस्ट्रीकरण का प्रमाणयत्र इसके द्वारा प्रदान करता है। as a debonture trustee subject to the conditions in the rules and in accordance with the regularions. 2) डिवेंचर न्यासी के लिए रजिस्ट्रीकरण क्ट 2) Registration Code for the debenture trustee is IND00000034 3) जब सक नवीक्त न किया जाए, गीतस्टीकरण का प्रनाणपत्र तक विधिमान्य है। 3) Unless renewed, the certificate of registration is valid from 3) This Certificate of Registration shall be valid for permanent, unless suspended or cancelled by the Board. आदंश से भारतीय प्रतिभृति और विनिमय वोर्ड लिए और उसकी और मे By order For and on behalf of Securities and Exchange Board of India rain Place MUMBAI MISompanale mire Date JULY 29, 2016 MEDHA SONPAROTE

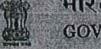
दस्त क पुरुष आयकर विमाग भारत सरका INCOME TAX DEPARTMENT GOVT. OF INDE ATMOSPHERE REALTY PRIVATE LIMITED भारत सरकार

A STATE OF THE STA

12/01/2007 **Permanent Account Number** AADCB1183B







भारत सरकार GOVT. OF INDIA

AMARLAL GHANSHAMDAS MAKHIJA

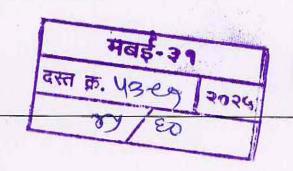


28/11/1981 Permanent Account Number

AKEPM1065D



Signature



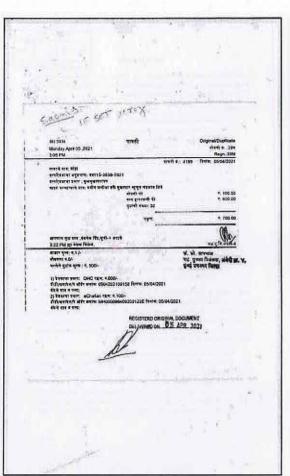
घोषणापत्र

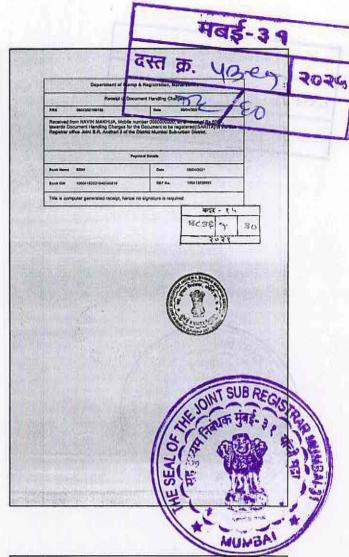
मी जितेंद्र गायकवाड याद्वारे घोषित करतो की , दुय्यम निबंधक है करण्यात आला कार्यालयात करण्यात यांची दि. 05/04/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे /निष्पादित करून कबुलीजबाब दिला आहे .सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मंयत झालेलेल नाही व अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही .सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध्य असून उपरोक्त कृती करण्यास मी पूर्णत :सक्षम आहे .सदरचे कथन चुकीचे आढळून अल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

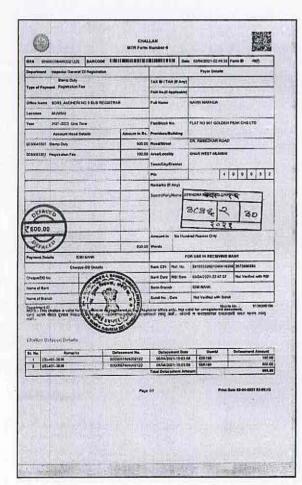
दिनांक :28/02/2025

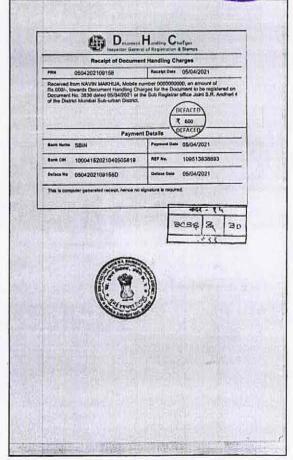
कुलमुखत्यारपत्रधारकाचे नातू

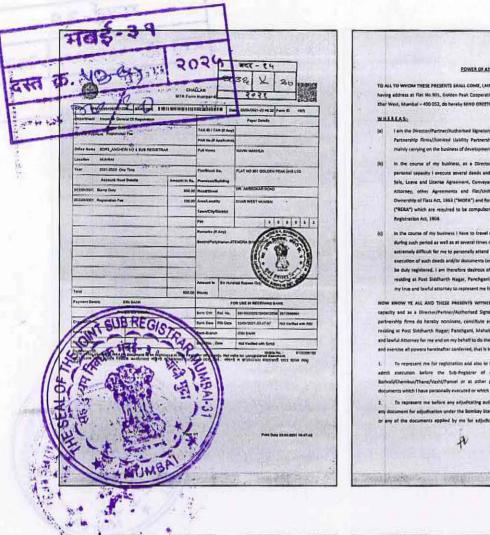
जितेंद्र गायकवाड

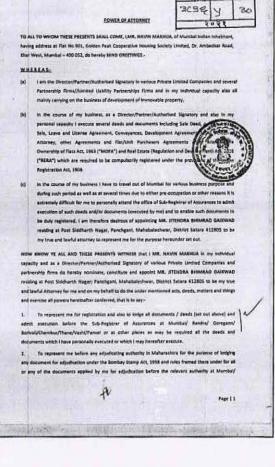




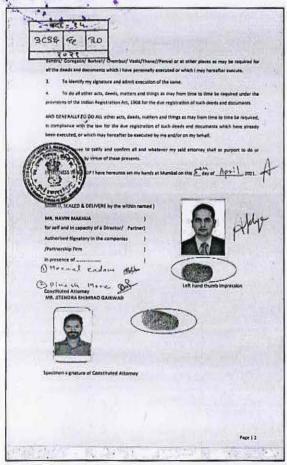


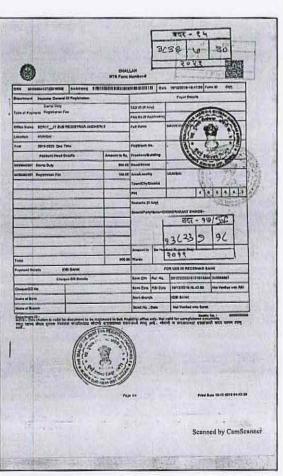


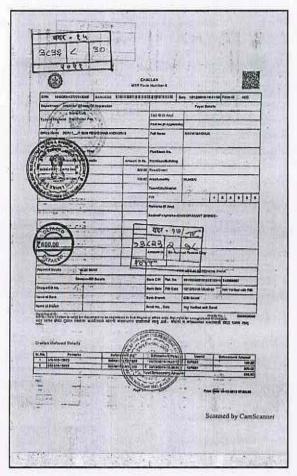




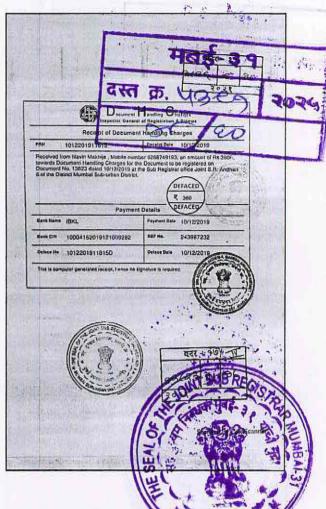
सदर - १५

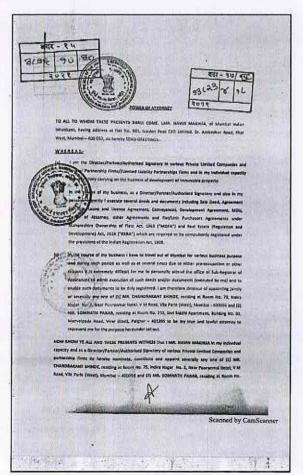




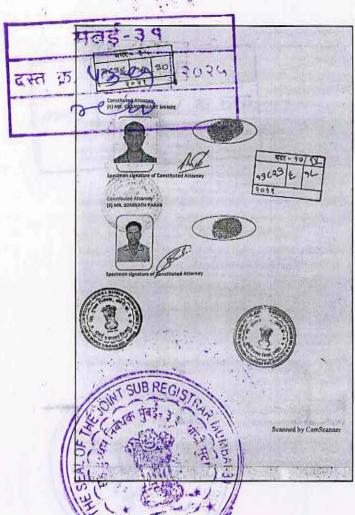


The second section of the second seco

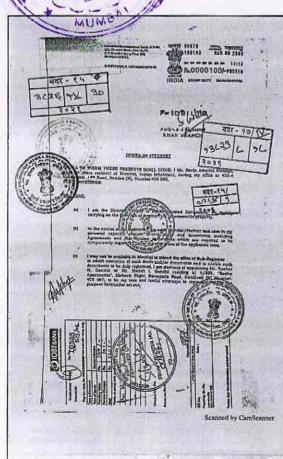


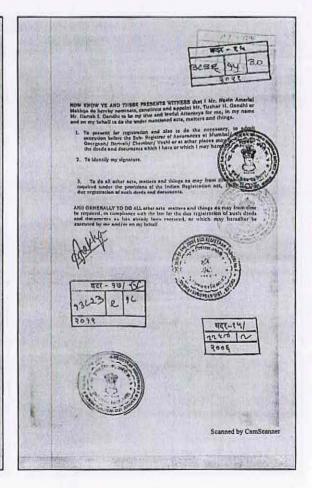


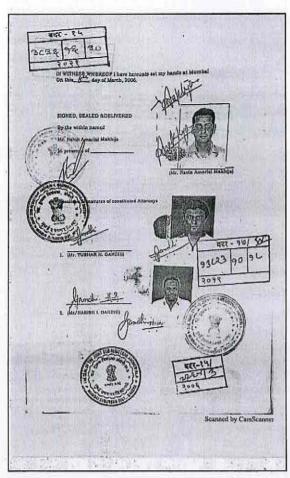


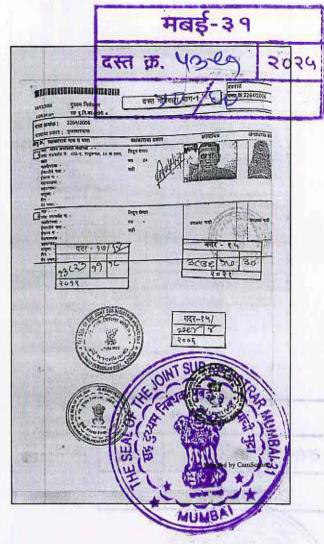


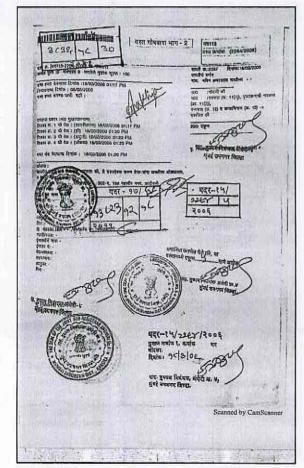


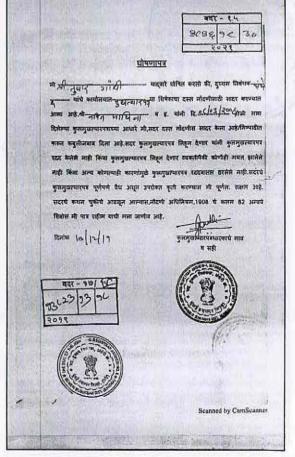








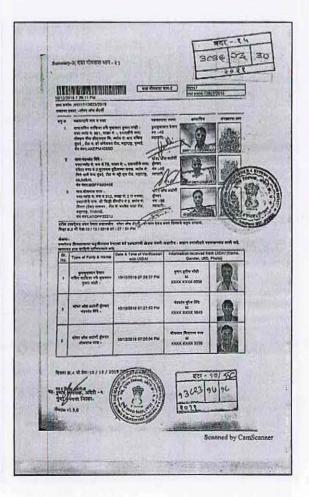


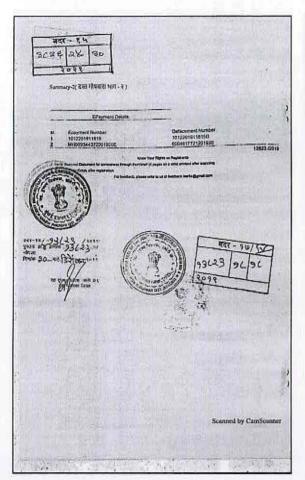


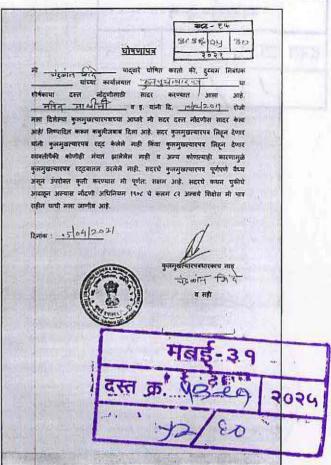


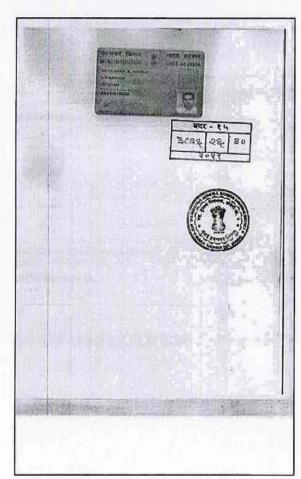






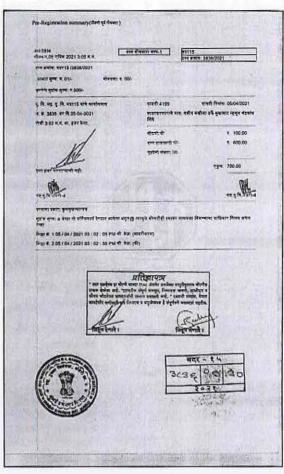


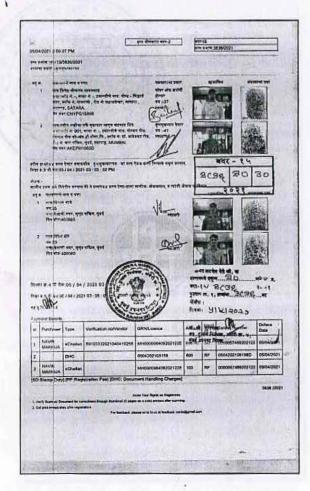


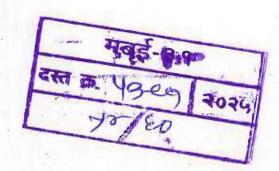














ि शिक्षारत सरकार Government of India





🖁 प्रखर अरविंद गुप्ता Prakhar Arvind Gupta जन्म तिथि / DOB: 22/09/1998 qeq / Male

3853 3647 6985

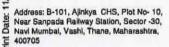
मेरा आधार, मेरी पहचान



स्मिरित्य विशिष्ट प्रह्मान साधिकरण Culique deputication Authority of India



पताः वी- १०१, अजिंक्च सी.एच.एस, प्लॉट नं- १०, सानपाडा रेस्चे स्टेशन जवळ, सेक्टर -३०, नवी मुंबई, वाशी, ठाणे, महाराष्ट्र, 400705





3853 3647 6985



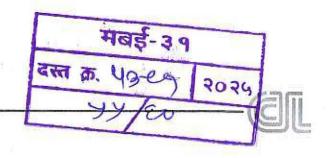
M help@uidal.gov.ln











MUMBA!

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY ON THURSDAY, 27TH JUNE 2024 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY

Authority to execute documents on behalf of the Company:

"RESOLVED THAT, in supersession of any resolution passed earlier with respect to any of the officers mentioned in this regard the resolution passed in the meeting of board of clusters dated on 27th June, 2024, Mr. Prakhar Gupta be and is hereby authorized to sign, execute and register with the office of Sub-Registrar of Assurances, Registrar of Combanical Christal or any other authority as may be required, Debenture Trust Deeds, Master Agreements, Escrow Agreements, Trust & Retention (TRA) Agreements, Security Trusteestip Agreements, other documents for accepting charge by way of hypothecation / mortgage (lien / plug and acceptance of guarantee in favour of Catalyst Trusteeship Limited (the Company) of any other documents in connection with debenture trusteeship, security trusteeship, security as also any other document relating to routine business of the Company:

RESOLVED FURTHER THAT, any one of the Directors of the Company be and is hereby authorized to submit a certified true copy of this resolution in the following format to the concerned authority for the purpose of giving effect to this resolution."

BY ORDER OF THE BOARD OF DIRECTORS

FOR AND ON BEHALF OF CATALYST TRUSTEESHIP LIMITED

Umesh Salvi Managing Director

Din: 09167199

Ravindra Marathe Director

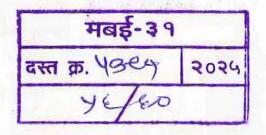
maninthi

Din: 07271376







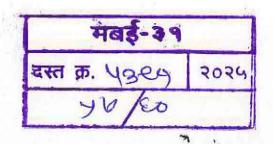








John







मवई-३१ दस्त कं. पुष्टक २०२५ 80



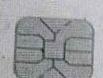
MAHARASHTRA OR DRIVING LICENCE

DL No : MH04 20220000001 Valid Till : 16-11-2033 (NT)

DOI: 03-01-2022

BG:





AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA
COV DOI
MCWG 03-01-2022



DOB: 17-11-1993 DEEPAK S SATVE SADASHIV SATVE SAIKUTIR APT LOKMANYA NAGAR



Signature/Thum Impression of H

आयकर विभाग INCOME TAX DEPARTMENT



भारत GOVT. OF IND

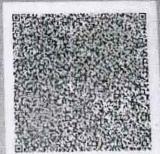


स्थायी लेखा संख्या कार्ड **Permanent Account Number Card** CLWPN3078E

VIKAS RAMESH NANAWARE

fürr der Firm / Father's Name RAMESH SHRIPATI NANAWARE

m-H ={} +1864/ Date of Birth 01/02/1999



11062021

PAN Application Orgitally Signed, Card Not Vand Orless a Physically Signed

520/5391 शुक्रवार,28 फेब्रुवारी 2025 10:27 म.पू.

दस्त गोषवारा भाग-1

दस्त क्रमांक: मबई31 /5391/2025

बाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.1,000/-

मबई31 दस्त क. 430 2024

दु. नि. सह. दु. नि. मबई31 यांचे कार्यालयात

अ. क्रं. 5391 वर दि.28-02-2025

रोजी 10:24 म.पू. वा. हजर केला.

पावती:5752

पावती दिनांक: 28/02/2025

सादरकरणाराचे नाव: कॅटलिस्ट ट्रस्टीशीप लिमिटेड तर्फे ऑथोराईज सिग्नेटरी

प्रखर अरविंद गुप्ता (कर्ज देणार)

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1200.00

पृष्टांची संख्या: 60

दस्त हजर करणाऱ्याची सही:

एक्ण: 1300.00

मुद्रांक शुल्क: Any Other Case

शिक्का कं. 1 28 / 02 / 2025 10 : 24 : 34 AM ची वेळ: (सादरीकरण)

शिक्का कं. 2 28 / 02 / 2025 10 : 26 : 29 AM ची वेळ: (फी)



मंबई-३१

प्रातज्ञापत्र

अस्तुत दस्तऐवज भारतीय नोंदणी अधिनियम १९०८ व महाराष्ट्र नोंदणी नियम १९६१ मधील तरतुदींनुसार निष्पादीत करून नोंदणीस सादर केलेला आहे. दस्तऐवजासोबत जोडलेली कागदपत्रे, नकाशे व कुलमुखत्यारपत्रे यांच्या सत्यता व वैधतेबाबतची खात्री दस्तरेवजातील निष्पादक यांनी केलेली असुन, त्याची सर्वस्व जबाबदारी निष्पादक यांची आहे. प्रस्तुत हस्तांतरणास केंद्र अथवा राज्य शासनाच्या कोणत्याही अधिनियम/नियम/ अधिसुचना अथवा परिपत्रके यांचे निर्वंध नाहीत वा उल्लंघन होत नाही.

लिहून देणार

28/02/2025 10 40:30 AM

दस्त गोषवारा भाग-2

मबई31

दस्त क्रमांक:5391/2025

दस्त क्रमांक :मबई31/5391/2025

दस्ताचा प्रकार :-गहाणखत

पक्षकाराचे नाव व पत्ता अनु क्र.

पक्षकाराचा प्रकार

छायाचित्र

ठसा प्रमाणित

नाव:ॲटमॉस्फियर रियल्टी प्रायव्हेट लिमिटेड चे संचालक नवीन मखीजा कर्ज घेणार तर्फे मुखत्यार जितेंद्र गायकबाड (कर्ज घेणार) पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: ऑफिस 1008, 10 वा

मजला, कृशल कमर्शिअल कॉम्प्लेक्स, ब्लॉक नं: शॉपर्ज स्टॉपच्या वर, ज़ीं. एम. रोड, रोड नं: चेंबूर पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर:AADCB1183B

नाव:कॅटलिस्ट ट्रस्टीशीप लिमिटेड तर्फे ऑथोराईज सिग्नेटरी प्रखर अरविंद गुप्ता (कर्ज देणार) पत्ताःप्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: ऑफिस 901,9 वा मजला, टॉवर बी ,पेनिन्सुला बिझनेस पार्क, ब्लॉक नं: सेनापती बापट

कर्ज देणार

वय:-31

स्वाक्षरी:-





2 मार्ग, रोड नं: लोअर परेल पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर:AACCG4147R

स्वाक्षरी:-

वय:-26





वरील दस्तऐनज करुन देणार तथाकथीत गहाणखत चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्षा क.3 ची वेळ:28 / 02 / 2025 10 : 29 : 49 AM

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनुक्र. पक्षकाराचे नाव व पत्ता

- नाव:विकास ननावरे -वय:25 पत्ता:वासुदेव चेंबर्स नाहूर पश्चिम मुंबई पिन कोड:400078
- नाव:दीपक सत्वे -2 वय:28 पत्ता:वासुदेव चेंबर्स नाहूर पश्चिम मुंबई पिन कोड:400078

स्वाक्षरी



छायाचित्र







3026

शिक्का क्र.4 ची वेळ: 28 / 02 / 2025 10 : 30 : 57 AM

शिक्का क्र.5 ची वेळ:28 / 02 / 2025 10 : 33 : 56 AM नोंदणी पुस्तक 1 मध्ये

सह दु.नि.मुंबई

दस्त क्र.

सह दुय्यम निखंधक वर्ग २ Payment Details.

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	ATMOSPHERE REALTY PRIVATE LIMITED	eSBTR/Simple Receipt	69103332025022050512	MH016505687202425S	1000.00	SD	0009352559202425	28/02/2025
2		DHO OW	3000	0225281901828	1200	RF	0225281901828D	28/02/2025
3 .		echellancy dan	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	MH016887603202425E	100	RF	0009352566202425	28/02/2025

[SD:Stamp Duty] [RF:Regis andling Charges] प्रमाणित करण्यात येते कि या दस्तामध्ये

Know Your Rights as Registrants

एकूण हैं पाने आहेत. पुस्तक व. १ वर्ड- ३१/ ५३९१

5391 /2025 12024

1. Verify Scanned Document a side) printout after scanning. 2. Get print immediately after registr

या क्रमांकांबर नोंदला

write to us at feedback.isarita

सह दुख्या निवधक ता २ मुंबई-३१