

**Marathon Realty Private Limited**

Disclosure Document/Information Memorandum

**Date: 31<sup>st</sup> December, 2012****Document No. \_\_Of 49****Private & Confidential**

For private circulation only

**Disclosure Document/Information Memorandum**

(For Private Circulation and use of addressee only)

Private Placement of 90 Fully Secured Non-Convertible Debentures of the face value of Rs 100,00,000/- each, to be issued in one or more series / tranches, aggregating to Rs 90,00,00,000 (Rs Ninety Crores only).

Serial No.	
Addressed To	

Issue Open Date:- 07<sup>th</sup> January, 2013Issue Close Date:- 11<sup>th</sup> January, 2013

In case the issue is fully subscribed ahead of the Closure date, the Issuer shall be entitled to reduce the Closure Date by giving written request to the Debenture Trustee. The Issuer shall also be entitled to extend the Closure Date, however the issue shall not remain open for total more than 15 Business Days.

**GENERAL RISK**

Investors are advised to read the risk factors carefully before taking an investment decision in this offering. For taking an investment decision, the Investors must rely on their examination of the Issuer and the offer including the risk involved. The issue of Debentures has not been recommended or approved by Securities and Exchange Board of India (“SEBI”) nor does SEBI guarantee the accuracy or adequacy of this document.

**SPECIAL CONSIDERATIONS AND RISK FACTORS****Limited Liquidity & Price risk**

There is no assurance that a deep secondary market will develop for the NCDs. This could limit the ability of the Investor to resell them. This leads to liquidity and price risk on the NCDs. Even if a secondary market develops and sales were to take place, these secondary transactions may be at a discount to the price (paid for the NCDs) due to changes in the interest rate structure.

**Delay, Delinquency and Credit Risk**

The NCDs represent an obligation of the Issuer and do not represent any other person associated with the issue. No financial recourse is available to the investors against any person other than the Issuer.

Further, on default by the Issuer to repay his obligation, the Debenture Trustee may in terms of the Transaction Documents initiate legal proceedings for enforcement of the Security interest against the Issuer. The investors can lose their investments in the NCDs on account of default by the Issuer.

**Risk in relation to the Security**

Under the Transaction Documents the Issuer is obliged to provide security by way of mortgage, personal guarantee of promoters and issuance of post-dated cheques. However, the value of the mortgaged security may decrease from time to time and may not at all times be sufficient to cover the liabilities of the Issuer under the Transaction Documents. The enforcement of personal guarantee and banking of post-dated cheques may not provide any security and may not yield any benefit for the investors at all.

**Bankruptcy of the Issuer**

If Issuer becomes bankrupt or proceedings for winding up of the Issuer are initiated, then the Investors may substantially lose their investments. Though the investors shall be treated as secured creditors and therefore higher in preference than unsecured creditors of the Issuer but the same would not guarantee the recovery of the amounts due from the Issuer.

**Rating of the NCDs**

The NCDs are currently unrated. NCDs will be rated within 15 Business Days from issue date.

**THE INVESTMENTS CAN BE SUBJECT TO INVESTMENT RISK, INCLUDING INTEREST RATE RISK, CREDIT RISK, POSSIBLE DELAYS IN REPAYMENT AND LOSS OF INCOME AND PRINCIPAL INVESTED.**

**ISSUER'S ABSOLUTE RESPONSIBILITY**

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Information Memorandum contains all information with regard to the Issuer and the Issue, which is material in the context of the Issue, that the information contained in the Information Memorandum is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed therein are honestly held and that there are no other facts, the omission of which makes this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

**CREDIT RATING**

NCDs will be rated within 15 Business Days from deemed date of allotment.

**LISTING**

The Debentures shall be listed in future on the wholesale debt market (WDM) of Bombay Stock Exchange Limited ("**BSE**" or the "**Stock Exchange**") within 15 Business Days from deemed date allotment.

<b>ISSUER</b>	<b>REGISTRAR TO ISSUE</b>
<b>Marathon Realty Private Limited</b> 702, Marathon Max, Mulund Goregaon Link Road, Mulund (West), Mumbai 400080 Contact Person :- Nilesh Dand Email: Nilesh.Dand@marathonrealty.com Ph. No. 022 6772 8484	<b>TSR Darashaw Ltd.</b> 6-10, Haji Moosa Patrawala Industrial Estate, 20, Dr. E. Moses Road, Mahalaxmi, Mumbai-400 011, India Tel: +912266568484 Email: nnair@tsrdarashaw.com Website: www.tsrdarashaw.com Contact Person: Ms. Nandini Nair
<b>DEBENTURE TRUSTEE</b>	
<b>IL&amp;FS Trust Company Limited</b> The IL&FS Financial Centre, Plot No C-22, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400 051, India Tel: +912226593082 Fax: +912226533297 Email: amit.joshi@ilfsindia.com Website: www.itclindia.com Contact Person: Mr. Amit Joshi	

## I. DEFINITIONS AND ABBREVIATIONS

The Company / Issuer / Marathon Realty Private Limited /MRPL	Marathon Realty Private Limited, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at 702, Marathon Max, Mulund Goregaon Link Road, Mulund (West), Mumbai 4000																		
“we”, “us”, “our”	Unless the context otherwise requires, the Company, its subsidiaries, and joint ventures.																		
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to the Issue.																		
Articles	Articles of Association of the Company																		
Board	Board of Directors of the Company or a Committee thereof																		
Coupon Payment Date/Interest Payment Date	Date of payment of Coupon/interest on the Debentures as applicable																		
Date of Allotment	The date on which Allotment for the Issue has been made																		
Debentures / NCDs	Upto 90 Fully Secured Non-Convertible Debentures of the face value of Rs 100,00,000/- each, to be issued in one or more series / tranches, aggregating to upto Rs 90,00,00,000 (Rs. Ninety Crores).																		
Debenture Holder(s)	The persons who are, for the time being and from time to time, the holders of the Debentures and, who are entered in the Debenture Register as the holders of the Debentures, where such Debentures are held in physical form, or whose names appear in the Register of Beneficial Owners, where such Debentures are held in dematerialized form, and “Debenture Holder” means each such person.																		
Debenture Trustee	IL&FS Trust Company Limited being the trustee for the Debenture Holders																		
Depository/ies	National Securities Depository Limited (NSDL)																		
DP	Depository Participant																		
DRR	Debenture Redemption Reserve																		
Escrow Account- Receivables & Repayment	Designated escrow account opened/to be opened with Kotak Mahindra Bank																		
Escrow Agent	IL&FS Trust Company Limited																		
Escrow Banker	Kotak Mahindra Bank Limited																		
IT Act	The Income-tax Act, 1961 as amended from time to time																		
Information Memorandum/ Disclosure Document	This Information Memorandum																		
Investor	Kotak Mahindra Prime Limited & Others																		
Issue	Issue of Fully Secured Redeemable Non-Convertible Debentures issued up to 90 NCDs of Rs. 1.00cr. each aggregating to Rs. 90 crores in one or more series on a Private Placement basis																		
KMBL	Kotak Mahindra Bank Limited																		
Marathon Group/ Group	Marathon Realty Private Limited & its affiliates, group companies, subsidiaries and joint ventures																		
Market Lot	Shall mean the minimum number of Debentures which may be subscribed under the Issue which is 1 (one).																		
Mortgaged Properties	<p>Security to be created in favour of Debenture Trustee to secure NCDs Registered mortgage by way of Subservient charge of unsold area admeasuring 115527 sq.ft. at 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> &amp; 14<sup>th</sup> Floor being unit nos. as per schedule hereunder at Marathon FutureX , constructed/to be constructed upon plot bearing CTS no. 166, Lower Parel, owned by Marathon Realty Private Limited &amp; Parmeka Private Limited and to be released from State Bank of Hyderabad (SBH) Consortium (Also referred to as the mortgaged properties/proposed property).</p> <table border="1"> <thead> <tr> <th>Floor</th> <th>Unit Nos.</th> <th>Total Area</th> </tr> </thead> <tbody> <tr> <td>5th</td> <td>501 &amp; 502</td> <td>10647 sq. ft.</td> </tr> <tr> <td>6th</td> <td>601, 602 &amp; 603</td> <td>22991 sq. ft.</td> </tr> <tr> <td>7th</td> <td>701, 702, 703, 704 &amp; 705</td> <td>36314 sq. ft.</td> </tr> <tr> <td>14th</td> <td>1401A &amp; 1402A</td> <td>45575 sq. ft.</td> </tr> <tr> <td></td> <td>Total</td> <td>115527 sq. ft.</td> </tr> </tbody> </table>	Floor	Unit Nos.	Total Area	5th	501 & 502	10647 sq. ft.	6th	601, 602 & 603	22991 sq. ft.	7th	701, 702, 703, 704 & 705	36314 sq. ft.	14th	1401A & 1402A	45575 sq. ft.		Total	115527 sq. ft.
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	<p>It is hereby clarified that the security created on the Security Properties in favour of the Debenture Trustee is subject only to the existing charge of SBH. On and from the registration of the re-conveyance deed/release of charge by SBH on the Security Properties, the mortgage and charge created herein on the Security Properties shall automatically become an exclusive first charge in favour of the Debenture Trustee for the benefit of the Debenture Holders (on a pari passu basis).</p> <p>Security covers of 2.00 times to be maintained at times on total exposure Escrow of receivables from Property mortgaged</p>
NCD Subscription Escrow account	Account to be opened with Kotak Mahindra Bank Limited for depositing subscription amount of NCDs.
Pay In Date	The date on which the Debenture-holders shall make payment for subscription to the Debentures.
Receivables of Mortgaged Properties	Shall mean and include all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts owing/ payable to and/or received by or to be received from any Person (including the purchaser/ lessee/ licensee of the flats/units/ apartments out of the Mortgaged Property) and which are now due owing/ payable/ belonging to the Company or which may at any time hereafter during the continuance of the mortgage become due, owing, payable or belonging to the Company in respect of all sold as well as unsold and/ or leased/licensed flats/ shops/ units/ apartments out of the Mortgaged Property including without limitation all the proceeds and considerations due to the Company pursuant to the marketing of the flats/ units/ apartments in the Mortgaged Property and shall include the sale, consideration, deposits/ premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof deposited in any escrow account pursuant to any escrow agreement entered into or to be entered into by the Company with respect to the Mortgaged Property;
Regulatory Authorities	Shall refer to RBI and SEBI or any other governmental authority competent to regulate the transaction.
Registrar/Registrar to the Issue	Registrar to the Issue, in this case TSR Darashaw Limited.
ROC	The Registrar of Companies, Mumbai
RTGS	Real Time Gross Settlement, an electronic funds transfer facility provided by RBI
RBI	The Reserve Bank of India
SBH Consortium	Shall mean the consortium of the following banks - State Bank of Hyderabad, IDBI Bank, State Bank of India, State Bank of Mysore, State Bank of Patiala, Andhra Bank; of which the lead bank is State Bank of Hyderabad.
SBH Consortium Loan	Shall mean for the purpose of this Debentures, Rs. 87.00 Crores outstanding on the Security Properties as per the NOC issued by SBH Consortium dt. 19 <sup>th</sup> December, 2012 (the amount of Rs. Eighty Seven Crores payable to SBH Consortium for release of the Security Properties may stand reduced at the time of actual repayment by the Issuer to the SBH Consortium out of the subscribed amounts for the Debentures), out of the original loan of Rs. 400 cr. obtained by the Company from SBH Consortium Vide Sanction letter dated September 22, 2009 (SBH), January 23, 2010 (Andhra Bank), November 28, 2009 (SBI), October 10, 2009 (SBP), January 19, 2010 (SBM) and February 11, 2010 (IDBI Bank) respectively.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time)
Security Properties	Shall mean the Mortgaged Properties and Receivables of Mortgaged Properties, collectively.
The Act	The Companies Act, 1956 (as amended from time to time)

## **DISCLAIMER AND CONFIDENTIALITY**

This Information Memorandum has been prepared solely to give general information regarding the Issuer to selected investors proposing to subscribe to the NCDs and it does not purport to contain all the information that any such party may require. The Issuer does not undertake to update this Information Memorandum to reflect subsequent events and thus it should not be relied upon without first confirming its accuracy with the Issuer. This Information Memorandum is not intended to form the basis of evaluation for potential Investors to whom it is addressed and who are willing and eligible to subscribe to the NCDs.

This Information Memorandum is not intended for distribution and is for the consideration of the person to whom it is addressed and should not be reproduced by the addressee. It cannot be acted upon by any person other than to whom it has been specifically addressed.

This Information Memorandum is not intended to provide any basis for any credit or any other evaluation. Potential investor(s) are required to make (and will be deemed to have made) their own independent evaluation and judgment. It is the responsibility of potential investors to have obtained all consents, approvals or authorizations required by them to participate in the NCDs. The NCDs have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this Information Memorandum. By subscribing to the NCDs, potential investors shall be deemed to have acknowledged that the Issuer do not owe them any duty of care in this respect. Accordingly, the Issuer or any of their respective officers or employees shall not be held responsible for any direct or consequential loss or damage suffered or incurred by any recipient of this Information Memorandum as a result of or arising from anything expressly or implicitly contained in or referred to in this Information Memorandum or any information received by the recipient in connection with the NCDs.

This Information Memorandum has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used for only the purposes set forth above. The Issuer does not make any express or implied representation or warranty as to the accuracy or completeness of the information contained herein or made available in connection with any further investigation of the projects undertaken by the Issuer. The Issuer expressly disclaims any and all liability which may be based on such information.

The delivery of this Information Memorandum at any time does not imply that the information in it is correct as at any time after the date set out in the cover page hereof, or that there has been no change in the operation, financial condition, prospects, creditworthiness, status or affairs of the Issuer or its sponsors since that date.

All projections and forecast in this Information Memorandum are based on assumptions considered to be reasonable but the actual outcome may be materially affected by changes in economic and other circumstances, which cannot be foreseen. No representation or warranty (express or implied) is made that any projection, forecast, assumption or estimate contained in this Information Memorandum is accurate or will be achieved, and no representation or warranty is made to the future performance or policy of the Issuer and/or its subsidiaries. The reliance that the recipient of this Information Memorandum places upon the projections and forecasts is a matter for its own judgment.

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The information contained in this Information Memorandum may include results of analyses from a quantitative model which represent potential future events that may or may not be realized, and is not a complete analysis of every material fact representing any product. Any estimates included herein constitute our judgment as of the date hereof and are subject to change without any notice.

By accepting this Information Memorandum, the recipient agrees to keep confidential all of such information provided (or made available hereafter), including, without limitation, the existence and terms of such transaction, any specific pricing information related to the transaction or the amount or terms of any fees payable to professionals, any intermediaries or other parties in connection with such transaction. This Information Memorandum may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipient will promptly return all material received from the Issuer without retaining any copies thereof, all in accordance with such confidentiality provisions agreement. If any recipient of this Information Memorandum decides not to participate in the

NCD issue, the recipient must promptly return this Information Memorandum and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the NCD issue to the Issuer..

This Information Memorandum is issued by the Issuer and signed by its authorized signatory.

**ISSUER'S ABSOLUTE RESPONSIBILITY:** The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Information Memorandum as on date and to the best of its knowledge:

1. contains all information with regard to the Issuer and the Issue, which is material in the context of the Issue and is not misleading in any material respect;
2. that the opinions and intentions expressed therein are honestly held; and
3. that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

**Note: This offer document of private placement is neither a prospectus nor a statement in lieu of a prospectus. This is only an information brochure intended for private use and should not be construed to be a prospectus and/or an invitation to the public for subscription to Debentures under any law of the time being in force.**

## II. DISCLOSURES

### 1. NAME & ADDRESS OF THE FOLLOWING:

#### 1.1. REGISTERED OFFICE OF THE ISSUER

Name	Marathon Realty Private Limited
Address	702, Marathon Max, Mulund Goregaon Link Road, Mulund (West), Mumbai 400080

#### 1.2. CORPORATE OFFICE OF THE ISSUER

Name	Marathon Realty Private Limited
Address	702, Marathon Max, Mulund Goregaon Link Road, Mulund (West), Mumbai 400080

#### 1.3. COMPLIANCE OFFICER OF THE ISSUER

Name	Nilesh Dand, Deputy General Manager ( Finance)
Address	Email: Nilesh.Dand@marathonrealty.com

#### 1.4. CFO OF THE ISSUER

Name	-
Address	-

#### 1.5. ARRANGERS, IF ANY, OF THE INSTRUMENT

Name	No arranger
Address	

#### 1.6. TRUSTEE OF THE ISSUE

Name	IL&FS Trust Company Limited
Address	The IL&FS Financial Centre, Plot No C-22, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400 051, India Email: amit.joshi@ilfsindia.com

#### 1.7. REGISTRAR OF THE ISSUE

Name	TSR Darashaw Ltd.
Address	6-10, Haji Moosa Patrawala Industrial Estate, 20, Dr. E. Moses Road, Mahalaxmi, Mumbai-400 011, India Email: nnair@tsrdarashaw.com

#### 1.8. CREDIT RATING AGENCY(ies) OF THE ISSUE

Name	Brick work Rating India Private Limited
Address	C-502, Business Square, 151, Andheri Kurla Road, Opp. Apple Heritage Building, Chakala, Andheri (East), Mumbai - 400 093

#### 1.9. AUDITORS OF THE ISSUER

Name	Thacker Butala Desai, Chartered Accountants
Address	Ismail Building, 2 <sup>nd</sup> floor, 381, DN Road, Fort , Mumbai 01

### 2. BRIEF SUMMARY OF THE BUSINESS/ACTIVITIES OF THE ISSUER AND ITS LINE OF BUSINESS

#### a) Overview



Marathon Group was founded in the year 1969 by Mr. Ramniklal Z. Shah, the founder Chairman of the Group. The Group has developed around 28.37 lakh square feet spread over 36 projects in Mumbai. Currently the group is working on 7 projects with total saleable area of 38.31 lakh square feet spreads across various parts of the Mumbai.

**b) Corporate Structure**

Sr. No.	Name of the Subsidiary
1.	Parmeka Private Limited
2.	Marathon IT Infrastructure Private Limited
3.	Sanvo Resorts Private Limited
4.	Matrix Waste Management Pvt. Ltd.

Sr. No.	Name of the Group Companies
1.	Marathon Nextgen Realty Limited
2.	Ithaca Informatics Pvt. Limited
3.	Citadel Realty & Developers Limited
4.	Cornell Housing Infrastructure Pvt. Limited

**c) Key operational and Financial parameters ( Standalone)**

Parameters	2010 In Crores INR	2011 In Crores INR	2012 In Crores INR
<b>For Non-Financial Entities</b>			
Net-worth	102.6	312.84	318.43
Total Debt			
Of which – Non Current Maturities of Long term Borrowing	238.72	295.4	70.82
- Short Term Borrowing	0	0	0
- Current Maturities of Long Term Borrowing	0	137.68	387.36
Net Fixed Assets	12.49	35.61	42.67
Non-Current Assets	0	3.08	0.86
Cash and Cash Equivalents	10.68	9.45	17.13
Current Investments	0	30.22	0
Current Assets	240.52	822.38	895.24
Current Liabilities	36.82	135.49	153.98
Net Sales	77.40	28.48	59.59
EBITDA	7.98	12.87	11.99
EBIT	4.26	12.96	10.25
Interest	0	5.31	4.04
PAT	5.58	4.16	5.25
Dividend amounts			
Current Ratio	6.53	6.07	5.81
Interest coverage ratio	0.02	0.18	0.21
Gross debt/equity ratio	2.33	1.38	1.44
Debt Service Coverage Ratios	0.26	0.10	0.20

Gross Debt: Equity ratio of the Company:-

Before the issue of debt securities	1.66*
After the issue of debt securities	1.67*

\*Equity as on 31<sup>st</sup> March, 2012

**d) Project cost and means of financing, in case of funding of new projects**

Not Applicable

**3. BRIEF HISTORY OF THE ISSUER SINCE ITS INCORPORATION**

**3.1. Incorporation Details**

Name	Marathon Realty Private Limited
CIN No	U70100MH1994PTC084037
PAN	AAACM3361R
Date of Incorporation	23 <sup>rd</sup> December 1994
Registered Office	702, Marathon Max, Mulund Goregaon Link Road, Mulund (West), Mumbai 400080

**3.2. Details of share capital as on December 31<sup>st</sup>, 2012:**

Share Capital	
Authorised Capital	<ul style="list-style-type: none"> <li>• 31,00,000 Equity Shares of 10/- each</li> <li>• 1,00,000 11% Cumulative Preference Shares of Rs. 100/- each</li> <li>• 24,00,000 0% Non-Cumulative Preference Shares of Rs. 50/- each</li> </ul>
Issued, Subscribed and Paid-up Share Capital	<ul style="list-style-type: none"> <li>• 23,52,050 Equity Shares of Rs. 10/- each</li> <li>• 23,52,050 - 0% Non-Cumulative Preference Shares of Rs. 50/- each.</li> </ul>

**3.3. Changes in its capital structure as on December 31<sup>st</sup>, 2012, for the last five years:**

Date	Authorized Capital	Particulars	Remarks
December 23, 1994	Equity Share Capital of 3,00,00,000	30,00,000 equity shares of Rs. 10	Since incorporation of the company
January 29, 2010	Equity Share capital 3,00,00,000 & Preference share capital of 10,00,000	<ul style="list-style-type: none"> <li>• 30,00,000 equity shares of Rs. 10</li> <li>• 1,00,000 preference shares; shares of Rs. 10</li> </ul>	Preference shares increased by 100,000
March 23, 2011	Equity Share capital 3,00,00,000 & Preference share capital of 10,00,000 24,00,000 0% Non-Cumulative Preference shares	<ul style="list-style-type: none"> <li>• 30,00,000 equity shares of Rs. 10</li> <li>1,00,000 preference shares; shares of Rs. 10</li> <li>24,00,000 Non-Cumulative Preference share capital</li> </ul>	Non-Cumulative preference share issued by 24,00,00,000
August 10, 2012	Equity Share capital 3,01,00,000 & Preference share capital of 10,00,000 24,00,000 0% Non-Cumulative Preference shares	<ul style="list-style-type: none"> <li>• 30,10,000 equity shares of Rs. 10</li> <li>1,00,000 preference shares; shares of Rs. 10</li> <li>• 24,00,000 Non-Cumulative Preference share capital</li> </ul>	Authorised equity share capital increased by virtue of amalgamation of Chhanganlal Khimji

**3.4. Equity share capital history of the Issuer as on December 31<sup>st</sup>, 2012, for the last five years:**

Date of Allotment	No. of Equity Shares	Face Value (INR)	Issue Price (INR)	Consideration (Cash / other than cash, etc)	Nature of Allotment	Cumulative			Re-marks
						No. of equity shares	Equity Shares Capital	Equity Share Premium	

December 23, 1994	2000	10	10	20000	Cash	2000	20000	-	Since incorporation of the company
April 1, 1998	1780000	10	10	17800000	Cash	17820000	17820000	-	Increased by 1780000
January 21, 1999	135000	10	10	1350000	Cash	19170000	1917000		Increased by 135000
September 26, 2000	245000	10	10	2450000	Cash	2162000	21620000	-	Increased by 245000
September 17, 2002	119000	10	10	1190000	Cash	2281000	22810000	-	Increased by 119000
March 31, 2004	71000	10	10	710000	Cash	2352000	23520000	-	Increased by 71000
March 31, 2004	50	10	10	50000	Cash	2352050	235205000	-	Increase by 50

### 3.5. Details of any acquisition or amalgamation in the last one year

Chhaganlal Khimji & Co. Pvt. Ltd. amalgamated with Marathon Realty Pvt. Ltd. as per High Court Order dated 10th August, 2012

### 3.6. Details of any reorganization or reconstruction in the last one year- Nil

Type of Event	Date of Announcement	Date of Completion	Details
Nil			

## 4. DETAILS OF THE SHAREHOLDING OF THE ISSUER AS ON THE LAST QUARTER END

### 4.1. Shareholding pattern of the Issuer as on December 31<sup>st</sup>, 2012:

#### (a) Equity Shares

Sr No	Particular	Total no of equity shares	No.of shares in demat form	Total shareholding in %
1	Chetan Shah	130,750	Nil	5.56
2	Mayur R. Shah	100,000	Nil	4.25
3	Ansuya Shah	100,000	Nil	4.25
4	Ramniklal Z. Shah	313,000	Nil	13.31
5	Rita Shah	36,000	Nil	1.53
6	Shailaja Shah	346,250	Nil	14.72
7	Sonal Shah	226,000	Nil	9.61
8	Ramniklal Shah (HUF)	2,500	Nil	0.11
9	Mayur Shah (HUF)	72,500	Nil	3.08
10	Gargi Chetan Shah	475,000	Nil	20.20
11	Parmeet Mayur Shah	550,000	Nil	23.38
12	Others	50	Nil	0.00
	<b>TOTAL</b>	<b>2,352,050</b>	Nil	<b>100</b>

#### (b) Preference Shares

Sr No	Particular	Total no of Preference shares	No.of shares in demat form	Total shareholding in %
1	Chetan Shah	130,750	Nil	5.56
2	Mayur R. Shah	100,000	Nil	4.25
3	Ansuya Shah	100,000	Nil	4.25
4	Ramniklal Z. Shah	313,000	Nil	13.31
5	Rita Shah	36,000	Nil	1.53
6	Shailaja Shah	346,250	Nil	14.72
7	Sonal Shah	226,000	Nil	9.61
8	Ramniklal Shah (HUF)	2,500	Nil	0.11

9	Mayur Shah (HUF)	72,500	Nil	3.08
10	Gargi Chetan Shah	475,000	Nil	20.20
11	Parmeet Mayur Shah	550,000	Nil	23.38
12	Others	50	Nil	0.00
	<b>TOTAL</b>	<b>2,352,050</b>	Nil	<b>100</b>

#### 4.2 Break-up of equity share capital as on 31<sup>st</sup>, 2012 (top 10 shareholders):-

S. No.	Name of Shareholder	Total No of Equity Shares	No of shares in demat form	Total shareholding as % of total no of equity shares
1	Parmeet Mayur R. Shah	550,000	NIL	23.38
2	Gargi Chetan Shah	475,000	NIL	20.20
3	Shailaja Shah	346,250	NIL	14.72
4	Ramniklal Z. Shah	313,000	NIL	13.31
5	Sonal Shah	226,000	NIL	9.61
6	Chetan Shah	130,750	NIL	5.56
7	Mayur R. Shah	100,000	NIL	4.25
8	Ansuya Shah	100,000	NIL	4.25
9	Mayur Shah (HUF)	72,500	NIL	3.08
10	Rita Shah	36,000	NIL	1.53

#### 5. FOLLOWING DETAILS REGARDING DIRECTORS OF THE ISSUER

##### 5.1. Details of the current directors of the Issuer:

Name of the Directors, Designation & DIN	Age	Address	Director of the company since	Detail of other directorship
MR. CHETAN R. SHAH CHAIRMAN DIN NO. – 00135296	56	702, MARATHON MAX, MULUND-GOREGAON LINK ROAD, MULUND (WEST), MUMBAI 400-080	23.12.1994	Marathon Nextgen Realty Limited; Parmeka Private Limited; Sanyo Resorts Private Limited; Marathon IT Infrastructure Private Limited
MR. MAYUR R. SHAH MNG. DIRECTOR & VICE-CHAIRMAN DIN NO. – 00135504	50	702, MARATHON MAX, MULUND-GOREGAON LINK ROAD, MULUND (WEST), MUMBAI 400-080	23.12.1994	Marathon Nextgen Realty Limited; Parmeka Private Limited; Sanyo Resorts Private Limited; Marathon IT Infrastructure Private Limited

##### 5.2. Details of change in directors since last three years:

Name of the Directors, Designation & DIN	Date of Appointment/Resignation	Director of the company since	Remarks
MR. RAMNIKLAL Z. SHAH CHAIRMAN DIN NO. - 01054877	03.06.2009 (Resigned)	23.12.1994	Due to health reasons

#### 6. FOLLOWING DETAILS REGARDING AUDITORS OF THE ISSUER

##### 6.1. Details of the auditor of the Issuer:

Name	Address	Auditor since
THACKER BUTALA DESAI, CHARTERED ACCOUNTANTS	ISMAIL BLDG. 2nd FLOOR, 381 Dr. D.N. ROAD, FORT , MUMBAI 400 001	July 16, 2012

**6.2. Details of change in auditors since last three years:**

Name	Address	Date of appointment/Resignation	Auditor of the company since (In case of Resignation)	Remarks
P.C. SHAH & CO.	12/1, 208 REGENT CHAMBERS, NARIMAN POINT, MUMBAI 400-021	31st MARCH, 2011	RESIGNATION	Due to preoccupation and other big assignments, they could not give time and carry out audit of such big company
THACKER BUTALA DESAI	ISMAIL BLDG. 2nd FLOOR, 381 Dr. D.N. ROAD, FORT, MUMBAI 400 001	1st APRIL, 2012	APPOINTMENT	As previous auditor resigned

7. DETAILS OF BORROWINGS OF THE ISSUER, AS ON THE LAST QUARTER END:

7.1. Details of secured loan facilities:

Sr. No.	Bank / lender	Type of Facility	Security Offered	Sanctioned Amount in Crores INR	Amount Outstanding in Crores INR	Maturity Date
1	Consortium of 6 banks headed by State Bank of Hyderabad	Consortium Term Loan Against Property ( Consortium headed by State Bank of Hyderabad)	Hypothecation charge on total area of 708000 sq.ft. out of which released 331722 sq.ft. and 376278 sq. ft I still with bank.	400.00	174.32	Mar-13
2	HDFC Bank Limited	Construction Equipment Loan	Samil Elevator - Futurex	1.85	0.26	February-13
3	Standard Chartered Bank Limited	Loan Against Property	Marathon Max floor 7th, 8th, 9th & 10th admeasuring area of 29289 sq. mts + 20 car parking.	35.00	32.56	January-21
4	Axis Bank Limited	Car Loan	Tata Sumo Car	0.06	0.01	March-13
5	Kotak Mahindra Prime Limited	Car Loan	Porsche Car	0.84	0.25	October-13
6	HDFC Bank Limited	Construction Equipment Loan	Cisco System	0.31	0.11	January-13
7	HDFC Bank Limited	Loan Against Property	Marathon Chambers A	65.00	63.00	Jul-22
8	HDFC Limited	Leased Rental Discounting	Area of 207863 Sq. Ft. of Futurex & 71563 Sq. Ft. Leased to LO'real India Pvt. Ltd	135.00	121.91	May-22
9	Kotak Mahindra Prime Limited & others	Non-Convertible Debenture	Partial Area 78,937 Sq. Fts of Marathon Futurex	63.00	60.00	May-15
10	ICICI HFC Limited	Term Loan	Area of 181000 unsold area of MV/MC & Era III penthouse	100.00	71.70	October-15
11	HDFC Bank Limited	Construction Equipment Loan	Samil Elevators	0.93	0.13	February-13
12	HDFC Bank Limited	Construction Equipment Loan	Schwing Stetter	0.36	0.07	December-12
13	HDFC Bank Limited	Construction Equipment Loan	Hangzhou Elevators	0.21	0.09	April-13
14	HDFC Bank Limited	Construction Equipment Loan	Kala Genset	0.21	0.20	October-14
		<b>Total</b>	<b>802.77</b>	<b>524.61</b>		

**7.2. Details of unsecured loan facilities:**

Lender's name	Type of facility	Amount sanctioned	Principal Amount outstanding	Repayment date / schedule
KMBL	Top Up	0.86 Crores INR	0.72 Crores INR	Aug-2014

**7.3. Details of Debentures:**

Debenture series	Tenor / Period of Maturity	Coupon	Amount in INR	Date of allotment	Redemption Date / Schedule INR 20 Lakh each	Credit Rating	Secured / unsecured	Security
63 debentures at INR 1 crore each	30 Months	17.50 %	63 Crs INR	21 Nov.2012	20.05.2014 20.08.2014 20.11.2014 20.02.2015 20.05.2015		Secured	Area of 78937 Sq.ft of Marathon Future X.

**7.4. List of top 10 debenture holders as on December 2012**

Sr No	Name of Debentures Holders	No. of Debentures
1.	Kotak Mahindra Prime Ltd	16
2.	R.S.G.B. Ltd.	10
3.	Photon Infotech Pvt Ltd	5
4.	U. V. Limited	5
5.	M. I. Pvt Ltd	4
6.	Naresh Trehan	2
7.	NASA Finlease Pvt Ltd	2
8.	A. B. C. Limited	2
9.	C P Gurnani	2
10.	ACG A.C. Pvt Ltd	2

**7.5. The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, JV entity, group company, etc) on behalf of whom it has been issued.**

Sr. No	Borrower	Amount in INR	Bank/Institution
1.	Marathon IT Infrastructure Pvt. Ltd.	100 Crores	Kotak Mahindra Bank Limited
2.	Vinotak Investments Pvt Ltd	4.20 Crores	Standard Chartered Bank Ltd

**7.6. Details of Commercial Paper: The total face value of Commercial Papers Outstanding as on the latest quarter end to be provided and its breakup in following table:**

Maturity Date	Amount Outstanding
Nil	

**7.7. Details of Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on December 31<sup>st</sup>, 2012:**

Party Name (in case of Facility) / Instrument Name	Type of Facility / Instrument	Amount Sanctioned / Issued	Principal Amount outstanding	Repayment Date / Schedule	Credit Rating	Secured / Unsecured	Security
Nil							

- 7.8. Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years:

Nil

- 7.9. Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option;

Nil

**8. DETAILS OF PROMOTERS OF THE COMPANY:**

- 8.1. Details of Promoter Holding in the Company as on December 31st, 2102

Sr No	Name of shareholder	Total no of equity shares	No of shares in demat form	Total no of shareholdi ng as % of total no of equity shares	No of shares pledged	% of shares pledged with respect to shares owned
1.	MR. CHETAN R. SHAH	130,750	1,30,750	5.56	NONE	
2.	MR. MAYUR R. SHAH	100,000	1,00,000	4.25	NONE	

9. ABRIDGED VERSION OF AUDITED CONSOLIDATED (WHEREVER AVAILABLE) AND STANDALONE FINANCIAL INFORMATION (LIKE PROFIT & LOSS STATEMENT, BALANCE SHEET AND CASH FLOW STATEMENT) FOR AT LEAST LAST THREE YEARS AND AUDITOR QUALIFICATIONS , IF ANY.

Particulars	2010 in Crores INR	2011 in Crores INR	2012 in Crores INR
Total Income	62.47	43.44	93.19
Profit before Interest Depreciation and Tax	11.99	76.17	98.55
Interest	4.05	68.63	90.57
Depreciation	2.18	2.37	4.26
Profit Before Tax	5.77	5.17	3.72
Profit After Tax	5.36	3.78	5.58
Paid up Capital	2.35	14.11	14.11
Reserves and Surplus	100.25	298.73	304.32
Net Worth (After adjusting debit balance in P & L A/c and Misc expenditure)	102.6	312.84	318.43
Term Debt	238.7	433.08	458.17
Net Fixed Assets	12.49	35.61	42.67

10. ABRIDGED VERSION OF LATEST AUDITED / LIMITED REVIEW HALF YEARLY CONSOLIDATED (WHEREVER AVAILABLE) AND STANDALONE FINANCIAL INFORMATION (LIKE PROFIT & LOSS STATEMENT, AND BALANCE SHEET) AND AUDITORS QUALIFICATIONS, IF ANY.

Not Available

11. ANY MATERIAL EVENT/ DEVELOPMENT OR CHANGE HAVING IMPLICATIONS ON THE FINANCIALS/CREDIT QUALITY (E.G. ANY MATERIAL REGULATORY PROCEEDINGS AGAINST THE ISSUER/PROMOTERS, TAX LITIGATIONS RESULTING IN MATERIAL LIABILITIES, CORPORATE RESTRUCTURING EVENT ETC) AT THE TIME OF ISSUE WHICH



**MAY AFFECT THE ISSUE OR THE INVESTOR'S DECISION TO INVEST / CONTINUE TO INVEST IN THE DEBT SECURITIES.**

Nil

- 12. THE NAMES OF THE DEBENTURE TRUSTEE(S) SHALL BE MENTIONED WITH STATEMENT TO THE EFFECT THAT DEBENTURE TRUSTEE(S) HAS GIVEN HIS CONSENT TO THE ISSUER FOR HIS APPOINTMENT UNDER REGULATION 4 (4) AND IN ALL THE SUBSEQUENT PERIODICAL COMMUNICATIONS SENT TO THE HOLDERS OF DEBT SECURITIES.**

Issuer has appointed IL & FS as Debentures Trustee for the proposed issue. Consent letter is attached in Annexure 1.

- 13. THE DETAILED RATING RATIONALE (S) ADOPTED (NOT OLDER THAN ONE YEAR ON THE DATE OF OPENING OF THE ISSUE)/ CREDIT RATING LETTER ISSUED (NOT OLDER THAN ONE MONTH ON THE DATE OF OPENING OF THE ISSUE) BY THE RATING AGENCIES SHALL BE DISCLOSED.**

Current facility rating is in process

- 14. IF THE SECURITY IS BACKED BY A GUARANTEE OR LETTER OF COMFORT OR ANY OTHER DOCUMENT / LETTER WITH SIMILAR INTENT, A COPY OF THE SAME SHALL BE DISCLOSED. IN CASE SUCH DOCUMENT DOES NOT CONTAIN DETAILED PAYMENT STRUCTURE (PROCEDURE OF INVOCATION OF GUARANTEE AND RECEIPT OF PAYMENT BY THE INVESTOR ALONG WITH TIMELINES), THE SAME SHALL BE DISCLOSED IN THE OFFER DOCUMENT.**

Facility is secured by Corporate Guarantee of Premaka Private Limited & Personal guarantee of Mr. Chetan Shah & Mr. Mayur Shah

- 15. COPY OF CONSENT LETTER FROM THE DEBENTURE TRUSTEE SHALL BE DISCLOSED**

Attached hereto as annexure 1.

- 16. NAMES OF ALL THE RECOGNISED STOCK EXCHANGES WHERE THE DEBT SECURITIES ARE PROPOSED TO BE LISTED CLEARLY INDICATING THE DESIGNATED STOCK EXCHANGE.**

Wholesale debt market segment of the Bombay Stock Exchange.

- 17. Other details**

**17.1. DRR creation - relevant regulations and applicability.**

Debenture reservation reserve shall be created out of profit of the issuer as per section 117C of Companies Act, 1956.

**17.2. Issue/instrument specific regulations - relevant details (Companies Act, RBI guidelines, etc).**

**(a) Interest on NCDs**

The Debentures shall carry interest at the rate of coupon rate (i.e. 17.50% per annum (Fixed)) (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961 ("IT Act"), or any other statutory modification or reenactment thereof) throughout the tenure of the Debentures and on final redemption thereof. Please see below for the provisions in relation to tax deduction at source.

Interest shall accrue, at the Coupon Rate, on the outstanding value of the Debentures from the Date of allotment and shall be payable on quarterly basis as mentioned in attached terms sheet at article 18.1

Interest shall be calculated based on "Actual/actual" day count basis. In case of leap year, the interest will also be computed on 'Actual/actual, day count basis.

Wherever the signature(s) of such transferor(s) in the intimation sent to the R&T Agent is/are not in accordance with the specimen signature(s) of such transferor(s) available on the records of the R&T Agent, all payments of remaining interest on such Debenture(s) will be kept in abeyance by the Issuer till such time the R&T Agent is satisfied in this regard. Payment will be made by way of RTGS/cheques(s)/interest warrant(s)/demand draft(s) which will be dispatched to the Debenture Holder(s) by courier/registered post/hand delivery, in accordance with the existing rules/laws at the sole risk of the Debenture Holder(s), to the sole holder(s)/first named holder(s) at the address registered with the R&T Agent. Interest in all cases shall be payable at the applicable Coupon rate on the amount outstanding on an actual/actual basis, i.e., actual number of days elapsed divided by the actual number of days in the year and rounded off to the nearest Rupee. All payments of Interest shall be made by cheques(s)/interest warrants/demand drafts(s) payable at Mumbai/credit through the RTGS system. If the due date for payment of Interest falls on a Sunday or any other holiday or on a non-clearing day, the payment shall be made by the Issuer on the next working day.

The Issuer shall ensure and be obliged to deposit Coupon amount due from time to time only into the Interest Escrow Account for payment of the same, from where the Debenture Trustee and Payout Agent shall administer allocation of due amounts to the Debenture Holders. In case there is insufficient amount available into the Interest Escrow Account, the Debenture Trustee and Payout Agent shall distribute available money towards Coupon due in proportion of the outstanding amount of each Debenture Holder.

(b) Tax Implications

Tax implications applicable to the Debenture Holders would depend upon the nature of the Debenture being issued under the Information Memorandum. Debenture Holder(s) are advised to consult their own legal and tax advisors on the legal and tax implication of the acquisition, ownership and sale of the Debentures and income arising thereon.

(c) Tax Deduction at Source

Tax as applicable under the IT Act or any other statutory modification or re-enactment thereof will be deducted at source on the interest payable on the Debentures. Tax exemption certificate/document/form, under Section 193 of the IT Act if any, must be lodged at the Registered Office of the Issuer, at least 15 days before the relevant interest payment becoming due.

(d) Debentures in Dematerialized Form

The Issuer shall finalize depository arrangements with National Securities Depository Limited (NSDL) and Central Depository Services Limited (CDSL) for dematerialization of the Debentures. The Investor has to necessarily hold the Debentures in dematerialized form and deal with the same as per the provisions of Depositories Act, 1996 (as amended from time to time). The normal procedures followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. Applicants to mention their Depository Participant's name, DP-ID and beneficiary account number/client ID in the appropriate place in the Application Form.

(e) Impersonation

Any person who:

- makes in a fictitious name, an application to the Issuer for acquiring, or subscribing for any Debentures therein, or
- otherwise induces the Issuer to allot or register any transferor of Debentures therein to him or any other person in a fictitious name, shall be punishable under the extant laws.

(f) Transfer of Debentures

The Debentures are being issued only in the dematerialized mode and therefore every eligible applicant should apply only if they have a depository account with any of the depositories. Transfer of Debentures in dematerialized form would be in accordance with the rules/ procedures as prescribed by NSDL/CDSL. Depository

Participant of the transferor / transferee and any other applicable laws and rules notified in respect thereof.

The normal procedure followed for transfer of securities held in the dematerialized form shall be followed for transfer of the Debentures, issued in terms of the Disclosure Document and held in electronic form. The seller should give delivery instructions containing details of the buyer's depository account to his Depository Participant.

The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date / Specified Date. In the absence of the same, interest will be paid / redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Company.

The Company is issuing the Debentures only in the dematerialized form and hence there is no physical holding of the Debentures being issued in terms of the Information Memorandum. The Company undertakes that it shall use a common form / procedure for transfer of the Debentures issued under the terms of the Information Memorandum, if at a later stage there is some holding in the physical form due to the Depository giving re-materialisation option to any Investor.

### 17.3. Application process

- (a) Who can apply?  
Persons who are competent to contract as defined in Indian Contract Act 1872 and under the governing laws applicable to the applicant are eligible to apply for the Debentures.
- (b) How to apply?  
Applications for the Debentures must be made in the prescribed form, and must be completed in block letters in English. Application Forms fully completed and executed must be accompanied by a demand draft or cheque/, RTGS drawn or made payable in favour of "**Marathon Realty Private Limited NCD Subscription Escrow A/c**" with Kotak Mahindra Bank Limited.
- (c) Permanent Account Number (PAN)  
All Applicants should mention their Permanent Account Number allotted under Income Tax Act, 1961.
- (d) KYC (Know Your Customer)  
The applicants should submit the required KYC documents as prescribed by RBI along with the applications forms. Applications which are not in compliance with the above requirement shall be liable to be rejected.
- (e) Signatures  
Signatures should be made in English or in any of the Indian languages. Thumb impressions must be attested by an authorized official of a scheduled bank or by a Magistrate/Notary Public under his/her official seal.
- (f) Nomination Facility  
As per Section 109A of the Companies Act, 1956, only individuals applying as sole applicant/joint applicant can nominate, in the prescribed manner, a person to whom his Debentures shall vest in the event of his death.

### 17.4. Security

- (a) Subservient Charge through registered mortgage to be created in favour of Debentures Trustee to secure NCDs:
  - Registered mortgage of the Mortgaged Properties
  - Charge and escrow of Receivables of Mortgaged Properties
  - Personal Guarantee of Mr. Chetan Shah & Mr. Mayur Shah

- Corporate Guarantee of Parmeka Private Limited

It is hereby clarified that the security created on the Security Properties in favour of the Debenture Trustee is subject only to the existing charge of SBH Consortium. On and from the registration of the re-conveyance deed/release of charge by SBH Consortium on the Security Properties, the mortgage and charge created herein on the Security Properties shall automatically become an exclusive first charge in favour of the Debenture Trustee for the benefit of the Debenture Holders (to rank *pari passu interse* among the Debenture Holders ).

(b) No Objection Certificate for Sale of Units:

Any sale/lease/license of the flats, units and/or apartments comprised in the Mortgaged Properties or release of any such flats, units and/or apartment from the charge and mortgage created / to be created in favour of the Debenture Trustee shall be with the prior written consent of the Debenture Trustee. It is hereby clarified that subject to continuous Security Cover and non-occurrence of an Event of Default, the Debenture Trustee shall not withhold such NOC unreasonably. In the event that the Debenture Trustee fails to provide the NOC within the period specified above, it shall, within 3 days, specify in writing to the Company, the reasons for not issuing the NOC. Such NOC, as mentioned in this paragraph above, shall also contain the minimum mandatory conditions as agreed under the Transaction Documents. Until all the considerations of such unit are deposited into the Receivables Escrow Account, the charge of Debenture Trustee shall continue and upon deposit of all the considerations of such unit, the charge on such unit shall be treated as released. Further the Debenture Trustee as and when requested shall execute and register the Deed of Release/Re-conveyance in respect of such unit, at the cost of the Company. The NOC shall be in the format as specified in the security documents in consultation with the Managing Debenture Holder.

#### **17.5. Managing Debenture Holder**

Kotak Mahindra Prime Limited shall act as the Managing Debenture Holder as long as Kotak Mahindra Prime Limited at the time of calculation holds Debentures representing not less than 10% of the face value of the Debentures outstanding at such time. In the event of occurrence of default as mentioned in the Debenture Trustee Agreement, Mortgage Deed, Guarantee Agreement and any other documents executed / to be executed for the Debentures, the Debenture Trustee shall act in consultation and as per the decision of the Managing Debenture Holders only, till the default is cured or each Debenture is redeemed in full. However, the Managing Debenture Holder shall not have any authority to decide any matter which involves (i) modification or change in security by direct act of Issuer (ii) invocation of Guarantee (iii) appointment of nominee director; and (iv) change in Debenture Trustee, for which approval of Majority Debenture Holders shall be required.

Any purchaser or investor shall not presume, assume or understand any support, responsibility or liability for any matter relating to the Debentures because of Kotak Mahindra Prime Limited has been nominated to act as Managing Debenture Holder. The Managing Debenture Holder shall not be liable or responsible in any way, at any time, to any person for any decision taken or not taken, adoption of any method in respect of the Debentures and default therein, as Managing Debenture Holders and it shall decide all the matters and actions for the equal proportionate benefits of all the Debenture Holders. However, at any time, the Managing Debenture Holder shall be entitled to stop acting as Managing Debenture Holder after giving written information to the Debenture Trustee or Majority Debenture Holder decides that the Managing Debenture Holder shall cease to take any decision and consult with the Debenture Trustee in the capacity of Managing Debenture Holder, such decision taken by the Majority Debenture Holders shall be binding on the Managing Debenture Holder.

While purchasing the Debentures before listing, the purchaser/Investors shall be required to provide Letter of Confirmation for the appointment and continuation of the Managing Debenture Holder. However, at any time the Majority Debenture Holders can cancel the authority/nomination of Kotak Mahindra Prime Limited as Managing Debenture Holder.

#### **17.6. Record Date / Specified Date**

The "Record Date" for the Debentures shall be 5 days prior to each Coupon Payment Date and/ or principal repayment date.

The "Specified Date" for ascertaining the eligibility of the Debenture Holders for prepayment out of Repayment Escrow Account shall be 5 (Five) days prior to the last day of each month.

Interest and/or principal repayment shall be made to the registered Debenture Holders recorded in the books of the Issuer/R&T Agent and in the case of joint holders, to the one whose name stands first in the Register of Debenture Holders maintained by the Issuer/R&T Agent. In case of those Debentures for which the beneficial owner or bank account details is not identified by the Depository as on the Record Date/Specified Date, the Company would keep in abeyance the payment of Coupon/principal amount or other benefits, till such time that the beneficial owner/bank account details is identified by the Depository and conveyed to the Company, whereupon the Coupon/principal amount or benefits will be paid to the beneficiaries, as identified, within a period of 5 (Five) days from the date of such notification by the Depository.

#### **17.7. Market Lot**

The market lot will be one Debentures ("**Market Lot**"). Since the Debentures are being issued only in dematerialized form, the odd lots will not arise either at the time of issuance or at the time of transfer of Debentures.

#### **17.8. List of Debenture holders / Beneficiaries**

The Company shall request the Depository to provide a list of Debenture holders / Beneficiaries at the end of the Record Date / Specified Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

#### **17.9. Assignment**

The Issuer shall not assign any of his duties or obligations hereunder without the prior written consent of the Debenture Trustee, which the Debenture Trustee shall be entitled to withhold in its absolute discretion without assigning any reason whatsoever.

#### **17.10. Payment on Redemption**

The Debentures will be redeemed at par at the end of the Maturity Period unless redeemed prior thereto as per terms of offer.

The Debentures held in the dematerialized form shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holders whose name appears in the Register of Debenture Holders on the Record Date / Specified Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders. On such payment being made, the Issuer will inform NSDL/CDSL and accordingly, the depository account of the Debenture Holders with NSDL/CDSL will be debited. Subject to the aforesaid the Issuer's liability to the Debenture Holders towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events and the Issuer will not be liable to pay any interest or compensation from the dates of such redemption. If the due date for payment of the principal falls on a Sunday or any other holiday or a non-clearing day, the payment shall be made by the Issuer on the next working day and no interest shall be payable by the Issuer for any delay on account thereof.

The Issuer shall ensure and be obliged to deposit or cause to deposit all the principal amounts due from time to time, only into the Receivable & Repayment Escrow Account for payment of the same, from where the Debenture Trustee and Payout Agent shall administer allocation of due amounts to the Debenture Holders. In case there is insufficient amount available into the Receivable & Repayment Escrow Account, the Debenture Trustee and Payout Agent shall distribute available money towards principal due in proportion of the outstanding amount of each Debenture Holder.

#### **17.11. Future Borrowings**

The Issuer will be entitled to borrow / raise loans or avail of financial assistance on the proposed Project by way of lease rental discounting facility only as per the provision of the clause on Escrow Mechanism and Mandatory Prepayment given in the Terms of Offer/issue detail at clause

18 herein below. It is hereby clarified that any borrowing, including the lease rental discounting, shall only be taken with prior written consent of the Debenture Trustee.

**17.12. Discount at which such offer is made and effective price for investor as a result of such discount**

The Debentures have been issued for cash at par and not at any discount to any investors.

**17.13. Succession**

In the event of the demise of the sole/first holder of the Debenture(s) or the last survivor, in case of joint holders for the time being, the Issuer will recognize the executor or administrator of the deceased Debenture holder, or the holder of succession certificate or other legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter. The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debenture(s) standing in the name of the deceased Debenture holder on production of sufficient documentary proof or indemnity or on such other terms and conditions as acceptable to the Issuer. In case the Debentures are held by a person other than an individual, the rights in the Debentures shall vest with the successor acquiring interest therein, including a liquidator or such other person appointed as per the applicable laws.

**17.14. Effect of Holidays**

Should any of the dates defined above or elsewhere in this Information Memorandum save and except for the Date of Allotment, fall on a Saturday, Sunday or a public holiday, the next Business Day following shall be considered as the effective date(s).

**17.15. Notices**

The notices to the Debenture holder(s) required to be given by the Issuer or the Debenture Trustee shall be deemed to have been given if sent by registered post to the sole/first allottee or sole/first registered holder of the Debentures, as the case may be. All notices to be given by the Debenture holder(s) shall be sent by registered post or to such persons at such address as may be notified by the Issuer from time to time. All transfer related documents, tax exemption certificates, intimation for loss of letter of allotment/Debenture(s), etc., requests for issue of duplicate debentures, interest warrants etc. and/or any other notices / correspondence by the Debenture holder(s) to the Issuer with regard to the issue should be sent by registered post or by hand delivery to the Registrar, or to such persons at such persons at such address as may be notified by the Issuer from time to time.

**17.16. Applications under Power of Attorney**

Duly authorized agent can apply through Power of Attorney.

**17.17. Disclosure Clause**

In the event of default in the repayment of the principal and/or interest thereon on the due dates, the investors and/or the Regulatory Authorities will have an unqualified right to disclose or publish the name of the Issuer and its directors as defaulter in such manner and through such medium as the Investors and/or the Regulatory Authorities in their absolute discretion may think fit.

**17.18. Change in terms of present Issue**

After receipt of written consent of 75% Debenture Holders holding NCDs in outstanding face value or resolution approved by 75% Debenture Holders holding NCDs in outstanding face value, the Issuer shall be entitled to modify any terms of the Issue. However, no such consent or resolution shall be effective which has effect of reducing principal value or change in Coupon rate of the Debentures, unless consent or resolution approved by 100% of Debenture Holders is in place. Further any change related to the terms and condition in any Transaction Documents not

entailing or concerning the Secured Properties directly, such changes can be done by supplemental agreement which may not be registered.

#### 17.19. Undertaking by the Issuer

The Issuer undertakes that:

- a) The complaints received in respect of the Issue shall be attended to by the Issuer expeditiously and satisfactorily;
- b) In the event the Debentures are issued in physical form, it shall use a common form of transfer for the instrument;
- c) It shall forward the details of utilization of the funds raised through the Debentures, duly certified by the statutory auditors of the Issuer, to the Debenture Trustee at the end of each half year;
- d) It shall disclose the complete name and address of the Debenture Trustee in its annual report;
- e) It shall mention the name and details of the Debenture Trustee in all the subsequent periodical communications sent to the Debenture Holders;
- f) It shall provide a compliance certificate to the Debenture Trustee on behalf of the Debenture Holders (on a half yearly basis) in respect of compliance with the terms and conditions of the issue of Debentures as contained in this Information Memorandum;
- g) It shall furnish a confirmation certificate to the Debenture Trustee on behalf of the Debenture Holders (on a half yearly basis) that the security created by the Issuer in favour of the Debenture Holders is properly maintained and is as per the term sheet of Debentures issued; and
- h) It shall comply with the terms and conditions incorporated in the Transaction Documents.

#### 18. ISSUE DETAILS

**18.1. Summary term sheet shall be provided which shall include at least following information (where relevant) pertaining to the Secured / Unsecured Non-Convertible debt securities (or a series thereof):**

<b>Security Name</b>	Marathon Realty Private Limited-17.50%NCD-2015
<b>Issuer</b>	Marathon Realty Private Limited
<b>Type of Instrument</b>	Non-Convertible Debenture
<b>Nature of Instrument</b>	Secure
<b>Seniority</b>	Senior; pari passu with earlier series of debentures
<b>Mode of Issue</b>	Private Placement to the Subscribers not exceeding 49
<b>Eligible Investors</b>	Banks, Financial Institutions, Non-Banking Institutions, Companies, Individuals, Partnership firm
<b>Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)</b>	Bombay Stock Exchange within 15 Business Days from deemed date of allotment
<b>Rating of the Instrument</b>	To be rated by Brickwork Rating India Pvt. Ltd.
<b>Issue Size</b>	Up to 90 NCDs of Rs. 1.00cr. each aggregating to Rs. 90 crores in one or more series
<b>Option to retain oversubscription (Amount)</b>	NIL
<b>Objects of the Issue</b>	For repayment of portion SBH Consortium Loan to the extent of INR 87.00 cr. and for general business purpose
<b>Details of the utilization of the Proceeds</b>	Repayment of portion of SBH Consortium Loan to the extent of INR 87.00 cr. and for general business purpose.
<b>Coupon Rate</b>	17.50% p.a. fixed
<b>Step Up/Step Down Coupon rate</b>	NIL
<b>Coupon Payment Frequency</b>	Quarterly, on actual/actual basis; Coupon shall be paid from the date of allotment
<b>Coupon Payment Dates</b>	3 months from the allotment date & quarterly from thereon
<b>Coupon Type</b>	Fixed

<b>Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)</b>	N.A.
<b>Day Count Basis</b>	Actual/Actual
<b>Interest on Application Money</b>	12% p.a.
<b>Default Interest Rate</b>	Amount unpaid on due date would attract interest @ 3.00 % per month compounded monthly and for such due amount the normal rate of interest shall not be charged.
<b>Tenor</b>	Up to 30 months from the date of allotment
<b>Redemption Date</b>	Redemption of the Debentures would be at par in 5 equal quarterly installments at the end of 18th, 21st, 24th, 27 <sup>th</sup> and 30 <sup>th</sup> month
<b>Redemption Amount</b>	Redemption of the Debentures would be at par in 5 equal quarterly installments at the end of 18th, 21st, 24th, 27 <sup>th</sup> and 30 <sup>th</sup> month as per the following schedule: <ul style="list-style-type: none"> <li>▪ End of 18th Month: Rs. 20 Lakhs per Debenture</li> <li>▪ End of 21st Month: Rs. 20 Lakhs per Debenture</li> <li>▪ End of 24th Month: Rs. 20 Lakhs per Debenture</li> <li>▪ End of 27th Month: Rs. 20 Lakhs per Debenture</li> <li>▪ End of 30th Month: Rs. 20 Lakhs per Debenture</li> </ul> Undated cheques – After subscription, the Issuer shall provide undated cheques favouring “IL&FS Trust Company Limited- Marathon Realty Private Limited- Enforcement Account II” to the Debenture Trustee towards repayment of entire outstanding amounts due towards the Debentures
<b>Redemption Premium/Discount</b>	NIL
<b>Issue Price</b>	At par Rs. 1,00,00,000/- per Debenture
<b>Discount at which security is issued and the effective yield as a result of such discount</b>	NIL
<b>Put Option Date</b>	N/A
<b>Put Option Price</b>	N/A
<b>Call Option Date</b>	Past 12 Months
<b>Call Option Price</b>	<ul style="list-style-type: none"> <li>▪ The Company shall have right to redeem the Debentures post 12 months from the date of allotment by giving 15 days’ notice in writing and by paying a premium of 2% of the amount redeemed. It is hereby clarified that in case the prepayment is out of Repayment Escrow Account from the proceeds transferred from the Escrow Account, this premium of 2% shall not be applicable.</li> <li>▪ Further, the amount of Debentures to be redeemed shall not be less than INR 5 Lakh per Debenture. The amount of Debenture so redeemed shall be adjusted on First in First Out (“FIFO”) basis on subsequent installments falling due on monthly basis.</li> </ul>
<b>Put Notification Time</b>	N/A
<b>Call Notification Time</b>	15 days notice by issuer
<b>Face Value</b>	INR 1 crore
<b>Minimum Application and in multiples of ___ Debt Securities</b>	1 and in multiples of 1
<b>Issue Timing</b>	
<b>1. Issue Opening Date</b>	07.01.2013
<b>2. Issue Closing Date</b>	11.01.2013
<b>3. Pay-in Date</b>	
<b>4. Deemed Date of Allotment</b>	Issue Closure Date
<b>Issuance mode of the Instrument</b>	Demat only
<b>Trading mode of the Instrument</b>	Demat only



<b>Settlement mode of the Instrument</b>	RTGS, Cheque, Demand Draft																		
<b>Depository</b>	NSDL and CSDL																		
<b>Business Day Convention</b>	Next Business Day																		
<b>Record Date</b>	5 days prior to each coupon payment/ call option date/redemption date																		
<b>Security (where applicable) (including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)</b>	<p><b>(a) Mortgage</b></p> <ul style="list-style-type: none"> <li>▪ Security to be created in favour of Debenture Trustee to secure NCDs</li> <li>▪ Registered mortgage by way of subservient charge of unsold area admeasuring <b>115527 sq.ft. at 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> &amp; 14<sup>th</sup> Floor</b> being unit nos. as per schedule hereunder at Marathon FutureX , constructed/to be constructed upon plot bearing CTS no. 166, Lower Parel, owned by Marathon Realty Private Limited &amp; Parmeka Private Limited and to be released from SBH Consortium – <b>3i Infotech</b> (Also referred to as the mortgaged properties/proposed property).</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Floor</th> <th style="width: 45%;">Unit Nos.</th> <th style="width: 40%;">Total Area</th> </tr> </thead> <tbody> <tr> <td>5<sup>th</sup></td> <td>501 &amp; 502</td> <td>10647 sq. ft.</td> </tr> <tr> <td>6<sup>th</sup></td> <td>601, 602 &amp; 603</td> <td>22991 sq. ft.</td> </tr> <tr> <td>7<sup>th</sup></td> <td>701, 702, 703, 704 &amp; 705</td> <td>36314 sq. ft.</td> </tr> <tr> <td>14<sup>th</sup></td> <td>1401A &amp; 1402A</td> <td>45575 sq. ft.</td> </tr> <tr> <td></td> <td style="text-align: center;">Total</td> <td>115527 sq. ft.</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>▪ It is hereby clarified that the security created on the Security Properties in favour of the Debenture Trustee is subject only to the existing charge of SBH. On and from the registration of the re-conveyance deed/release of charge by SBH on the Security Properties, the mortgage and charge created herein on the Security Properties shall automatically become an exclusive first charge in favour of the Debenture Trustee for the benefit of the Debenture Holders (on a pari passu basis).</li> <li>▪ Security covers of 2.00 times to be maintained at times on total exposure</li> <li>▪ Escrow of receivables from Property mortgaged</li> </ul> <p><b>(b) Escrow Mechanism and Mandatory Prepayment</b></p> <ul style="list-style-type: none"> <li>▪ All cash inflows from the proposed project on “<b>Mortgaged property</b>” to be routed by the Issuer through a Receivables Escrow Account opened with Kotak Mahindra Bank Limited.</li> <li>▪ Project inflows shall include inflows from sale, lease, &amp; LRD proceeds.</li> <li>▪ First 50% of inflow from proposed property from sale/transfer <b>or INR 8500/- per square feet of area requested to be released, whichever is higher</b>, shall be adjusted towards redemption of the Debentures. In case of property being given out on Lease, 50% of LRD proceeds and lease deposit OR INR 9000/- per square feet of area requested to be released for LRD purpose, whichever is higher, will be required to be adjusted against outstanding debentures through Escrow mechanism. . The Company shall provide exact details of such sale/transfer/lease as required by the Escrow Agent from time to time. Such adjustments shall be made on monthly basis and on FIFO basis towards subsequent installments falling due. However, each debenture shall be redeemed with a minimum eligible amount of Rs. 2 Lakhs per debenture; else the amount shall be accumulated further in separate inbuilt Repayment Escrow Account till it reaches to the amount payable as above.</li> <li>▪ Such adjustment/redemption of debentures shall start after a period of 3 months from the date of allotment.</li> <li>▪ The issuer shall be entitled to request the escrow operator to park minimum amount of Rs. 1 Crore accumulated in Repayment Escrow Account, into FD or liquid fund, which shall be lien marked in favour of Debenture Trustee. Such lien marked fund shall be automatically returned to the Repayment Escrow Account for payment to the Debentures for calculation of minimum eligible amount.</li> <li>▪ Balance inflows from proposed property after adjusting towards NCD repayment to be released in operating account of issuer maintained with Kotak Mahindra Bank to be utilized for General Business Purpose.</li> </ul> <p><b>(c) Guarantee</b></p> <p>Personal Guarantee of Mr. Chetan Shah &amp; Mr. Mayur Shah Corporate Guarantee of Parmeka Private Limited</p>	Floor	Unit Nos.	Total Area	5 <sup>th</sup>	501 & 502	10647 sq. ft.	6 <sup>th</sup>	601, 602 & 603	22991 sq. ft.	7 <sup>th</sup>	701, 702, 703, 704 & 705	36314 sq. ft.	14 <sup>th</sup>	1401A & 1402A	45575 sq. ft.		Total	115527 sq. ft.
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	Total	115527 sq. ft.																	
<b>Transaction</b>	Information Memorandum, Mortgage Deed, Subscription Escrow Agreement,																		

<b>Documents</b>	Interest Escrow Agreement, Receivable Escrow Agreement, Corporate Guarantee Agreement, Personal Guarantee Agreement, Debenture Trustee Agreement.
<b>Condition Precedent to Disbursement</b>	<p><b>(a) Condition Precedent to release part of Subscription money to repay amount mentioned in NOC of SBH</b></p> <ul style="list-style-type: none"> <li>• Clear Title Report from reputed Law Firm is in place.</li> <li>• Technical Clearance of the property/ies offered as security</li> <li>• Execution of transaction documents</li> <li>• Charge/security to be created in favour of Debenture trustee</li> <li>• Debenture Documentation shall be done by Law firm.</li> <li>• NOC from State Bank of Hyderabad (SBH) is in place for release of area admeasuring 115527 sq. ft. on payment of Rs. 87 Crs. and on receipt of the same this amount shall be released.</li> </ul> <p><b>(b) Condition Precedent to release balance part of Subscription money to the Issuer</b></p> <p>An amount of Rs. 3 Crs. shall be released on compliance of following terms:</p> <ul style="list-style-type: none"> <li>▪ No Charge Certificate of SBH is in place for the security property</li> <li>▪ Form No. 10 for Debentures is filed in ROC</li> <li>▪ Registration of Release Deed by SBH for the security property</li> <li>▪ Charge Release or Modification has been filed with ROC for the properties released by SBH</li> </ul>
<b>Condition Subsequent to Disbursement</b>	The Issuer shall ensure that in case the SBH Consortium is repaid ahead of Debentures herein and no other loan higher than the amount of Debentures is taken by the Issuer from any other lender on the Project, all the original title documents of the Project shall be deposited with the Debenture Trustee immediately after closing of existing loans of SBH Consortium ; however, in case the Issuer is raising funding of higher amount than the Debentures, against one or more units in the Project, then with prior written intimation of 7 days, the Issuer shall be entitled to deposit the original title documents with such lender of higher funding amount. It is hereby clarified, that Issuer shall be entitled to create charge on remaining properties of the Issuer in the Project to any other lender. However, creation of such charge shall not have any adverse impact or derogate right of Debenture Trustee / Debenture Holders with respect to the common amenities and ancillary services applicable and appropriable to the Security Property herein at any time. The Issuer is entitled to raise funding without in any way infringing upon or jeopardizing the mortgage-related rights of the Debenture Trustee, and subject to prior written consent of the Debenture Trustees
<b>Events of Default</b>	Non-payment of payments due on Debentures and other default mentioned in the Debenture Trustee Agreement.
<b>Provisions related to Cross Default Clause</b>	N/A
<b>Role and Responsibilities of Debenture Trustee</b>	Please Refer the Debenture Trustee Agreement
<b>Governing Law and Jurisdiction</b>	Indian Law and the courts in Mumbai shall have the exclusive jurisdiction
<b>Ancillary Costs</b>	<ul style="list-style-type: none"> <li>• Issuer shall bear cost of Title Report, Technical Report, and preparation of Transaction Documentation, Stamp Duty and Registration Charges.</li> <li>• Issuer shall get adjudication of Debenture Trustee Agreement, Guarantee and Mortgage Deed done for stamp duty payment.</li> </ul>
<b>NCD subscription Escrow Account</b>	Account to be opened with Kotak Mahindra Bank Limited for depositing subscription amount of NCDs
<b>Debenture Trustee</b>	IL&FS Trust Company Limited
<b>Escrow Agent</b>	IL&FS Trust Company Limited
<b>Designated bank</b>	Kotak Mahindra Bank Limited
<b>NOC for the Sale/Lease of any unit from proposed project on Proposed Property</b>	Any sale/lease/licence of the flats, units and/or apartments comprised in the Mortgaged Properties or release of any such flats, units and/or apartment from the charge and mortgage created / to be created in favour of the Debenture Trustee shall be with the prior written consent of the Debenture Trustee. The Debenture Trustee shall not withhold such NOC unreasonably. It is hereby clarified that subject to continuous Security Cover and non-occurrence of an Event of Default, in the event the Debenture Trustee fails to/does not provide the consent to the Company for the sale/lease/license of the flats, units and/or apartments comprised in the Mortgaged Properties as stated above within 3 Business Days of making such a request, it shall, within 3 Business Days, specify in writing to the Company, the reasons for not issuing the NOC. Such NOC, as

	mentioned in this paragraph above, shall also contain the minimum mandatory conditions as agreed under the Transaction Documents. Until all the considerations of such unit are deposited into the Receivables Escrow Account, the charge of Debenture Trustee shall continue and upon deposit of all of the considerations of such unit, the charge on such unit shall be treated as released. Further the Debenture Trustee as and when requested shall execute and register the Deed of Release/Re-conveyance in respect of such unit, at the cost of the Company. The NOC shall be in the format as specified in the Mortgage Deed or approved by Managing Debenture Holder.
<b>Kotak Mahindra Prime Ltd. Participation</b>	Kotak Mahindra Prime will hold at least 25 % of total outstanding Debentures, till maturity.

**18.2. In privately placed issues, additional covenants shall be included as part of the Issue details on the following lines, as per agreement between the issuer and investor:**

18.2.1. Security Creation (where applicable): In case of delay in execution of Mortgage Deed and other Transaction Documents beyond 10 days, the Company will refund the subscription with agreed rate of interest or will pay penal interest of at least 2% p.a. over the coupon rate till these conditions are complied with at the option of the Debenture Holders.

18.2.2. Delay in Listing: In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, the Company will pay penal interest of at least 1 % p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.

It is hereby clarified that the interest rates mentioned in the abovementioned clause 18.2 are the minimum interest rates payable by the Issuer and are independent of each other.

**DECLARATION**

The Issuer also confirms that this Information Memorandum does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Information Memorandum also does not contain any false or misleading statement.

The Issuer accepts no responsibility for the statement made otherwise than in the Information Memorandum or in any other material issued by or at the instance of the Issuer and that any one placing reliance on any other source of information would be doing so at his own risk.

Signed by Mr. Mayur Shah, Director of the Issuer, pursuant to the authority granted by the Board of Directors of the Issuer in their meeting held on 12/12/2012

**For Marathon Realty Private Limited**

**Director**

**ANNEXURE-I: CONSENT LETTER OF DEBENTURE TRUSTEE**

**[ATTACHED SEPERATELY]**