

Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the "issuance")

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique identifier       | INE916D09032                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 25 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 23-June-2008                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Interest Rate:          | 10.70%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 23-December-2018                                                                                                                                                                                                                                                                                                                                                    |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be "Following Business Day" – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

The following categories of investors may apply for the Bonds (not an exhaustive list), subject to fulfilling their respective investment norms by submitting all the relevant documents along-with the application form.

- Provident/ Superannuation/ Gratuity/ Pension Funds.
- Commercial Banks, State/ Central Co-operative Banks, Urban Co-operative Banks, District Central Co-operative Banks, Development Co-operative Banks,
- Insurance Companies.
- Mutual Funds
- Eligible Financial Institutions,
- Eligible Foreign Institutional Investors.
- Companies
- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.

Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the "issuance")

The Terms of the issuance will be:-

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| Unique Identifier       | INE916D09040                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 30 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 30-June-2008                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Interest Rate:          | 11.00%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 31-December-2018                                                                                                                                                                                                                                                                                                                                                    |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be "Following Business Day" – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

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All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.



Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D09057                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 50 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 31-May-2010                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Interest Rate:          | 10.10%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 30-November-2020                                                                                                                                                                                                                                                                                                                                                    |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

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Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

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Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

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| Unique Identifier       | INE916D08DM7                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 50 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 31-May-2011                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Interest Rate:          | 10.70%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 22-December-2017                                                                                                                                                                                                                                                                                                                                                    |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| Amount:                 | Rs. 50 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 30-June-2011                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Interest Rate:          | 10.80%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 30-June-2021                                                                                                                                                                                                                                                                                                                                                        |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.

Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08DV8                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 50 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 16-January-2013                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Interest Rate:          | 9.90%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 13-January-2023                                                                                                                                                                                                                                                                                                                                                     |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

The following categories of investors may apply for the Bonds (not an exhaustive list), subject to fulfilling their respective investment norms by submitting all the relevant documents along-with the application form.

- Provident/ Superannuation/ Gratuity/ Pension Funds.
- Commercial Banks, State/ Central Co-operative Banks, Urban Co-operative Banks, District Central Co-operative Banks, Development Co-operative Banks,
- Insurance Companies.
- Mutual Funds
- Eligible Financial Institutions,
- Eligible Foreign Institutional Investors.
- Companies
- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
  
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
  
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
  
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
  
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.



Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08CL1                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 50 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 23-June-2008                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Interest Rate:          | 10.70%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 23-December-2018                                                                                                                                                                                                                                                                                                                                                    |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

The following categories of investors may apply for the Bonds (not an exhaustive list), subject to fulfilling their respective investment norms by submitting all the relevant documents along-with the application form.

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- Commercial Banks, State/ Central Co-operative Banks, Urban Co-operative Banks, District Central Co-operative Banks, Development Co-operative Banks,
- Insurance Companies.
- Mutual Funds
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- Eligible Foreign Institutional Investors.
- Companies
- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

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Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the "issuance")

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08CM9                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 64 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 30-June-2008 & 14-July-2008                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Interest Rate:          | 11.00%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 23-December-2018                                                                                                                                                                                                                                                                                                                                                    |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be "Following Business Day" – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

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- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

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**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
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Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the "issuance")

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D09065                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 70 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 30-August-2010                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Interest Rate:          | 9.50%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 30-August-2017                                                                                                                                                                                                                                                                                                                                                      |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be "Following Business Day" – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

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**Business Day**

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**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
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Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08CJ5                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 75 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 07-February-2008                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Interest Rate:          | 10.00%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 07-August-2018                                                                                                                                                                                                                                                                                                                                                      |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

The following categories of investors may apply for the Bonds (not an exhaustive list), subject to fulfilling their respective investment norms by submitting all the relevant documents along-with the application form.

- Provident/ Superannuation/ Gratuity/ Pension Funds.
- Commercial Banks, State/ Central Co-operative Banks, Urban Co-operative Banks, District Central Co-operative Banks, Development Co-operative Banks,
- Insurance Companies.
- Mutual Funds
- Eligible Financial Institutions,
- Eligible Foreign Institutional Investors.
- Companies
- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.



Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D09024                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 81 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 07-February-2008                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Interest Rate:          | 10.00%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 07-August-2018                                                                                                                                                                                                                                                                                                                                                      |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

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| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

The following categories of investors may apply for the Bonds (not an exhaustive list), subject to fulfilling their respective investment norms by submitting all the relevant documents along-with the application form.

- Provident/ Superannuation/ Gratuity/ Pension Funds.
- Commercial Banks, State/ Central Co-operative Banks, Urban Co-operative Banks, District Central Co-operative Banks, Development Co-operative Banks,
- Insurance Companies.
- Mutual Funds
- Eligible Financial Institutions,
- Eligible Foreign Institutional Investors.
- Companies
- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.

Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08DO3                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 120 Million                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Issuance Date:          | 30-June-2011                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Interest Rate:          | 10.80%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 30-June-2021                                                                                                                                                                                                                                                                                                                                                        |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

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| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

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- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.



Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the "issuance")

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08DN5                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 186 Million                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Issuance Date:          | 31-May-2011 & 16-June-2011                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Interest Rate:          | 10.80%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 22-June-2021                                                                                                                                                                                                                                                                                                                                                        |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be "Following Business Day" – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

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**Business Day**

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**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
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Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08CI7                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 191 Million                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Issuance Date:          | 23-October-2007                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Interest Rate:          | 11.10%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 23-April-2018                                                                                                                                                                                                                                                                                                                                                       |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

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Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

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**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debentureholders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.



Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08DU0                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 200 Million                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Issuance Date:          | 15-January-2013                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Interest Rate:          | 9.90%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 13-January-2023                                                                                                                                                                                                                                                                                                                                                     |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

The following categories of investors may apply for the Bonds (not an exhaustive list), subject to fulfilling their respective investment norms by submitting all the relevant documents along-with the application form.

- Provident/ Superannuation/ Gratuity/ Pension Funds.
- Commercial Banks, State/ Central Co-operative Banks, Urban Co-operative Banks, District Central Co-operative Banks, Development Co-operative Banks,
- Insurance Companies.
- Mutual Funds
- Eligible Financial Institutions,
- Eligible Foreign Institutional Investors.
- Companies
- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.

Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08CX6                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 200 Million                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Issuance Date:          | 31-May-2010 & 29-June-2010                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Interest Rate:          | 10.10%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 30-November-2020                                                                                                                                                                                                                                                                                                                                                    |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

The following categories of investors may apply for the Bonds (not an exhaustive list), subject to fulfilling their respective investment norms by submitting all the relevant documents along-with the application form.

- Provident/ Superannuation/ Gratuity/ Pension Funds.
- Commercial Banks, State/ Central Co-operative Banks, Urban Co-operative Banks, District Central Co-operative Banks, Development Co-operative Banks,
- Insurance Companies.
- Mutual Funds
- Eligible Financial Institutions,
- Eligible Foreign Institutional Investors.
- Companies
- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
- e) If the Company shall, without the consent of the Trustees, sell the Mortgaged Premises and/or Charged Assets or any part thereof otherwise than in the ordinary course of business and the Charged Assets reduces below the Assets Cover Ratio;

- f) If the Company at any point of time fails to observe or perform any of its covenants, conditions or provisions contained in this Schedule or the Term Sheet(s);
  
- g) If the Company, without the previous notice in writing of the Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might, in the opinion of the Trustees, detrimentally affect the interest of the Debenture holders and thereafter, upon demand by the Trustee, the Company refuses or neglects or is unable to rescind such alteration.



Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08CK3                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 286 Million                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Issuance Date:          | 15-May-2008                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Interest Rate:          | 10.40%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 15-November-2018                                                                                                                                                                                                                                                                                                                                                    |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest: | Computation of Interest -Day count convention for calculation of interest shall be - (Actual /Actual) – The denominator for the calculation shall be either 365 (if the calculation period does not contain 29th February) or 366 (if the calculation period includes 29th February), where the calculation period is up to one year. Where a calculation period of longer than one year is involved, two or more calculations are |
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made: interest is calculated for each full year, counting forwards from the beginning of the calculation period. 366 days shall be used as the denominator, where the calculation period includes 29th February. The numerator will be equal to the actual number of days from and including the last interest / coupon payment date, to one day prior to the next interest / coupon payment date (i.e. excluding the value date of the interest / coupon payment).

Seniority: Subordinated- subordinated to the secured creditors of the Company.

Mode of Issue: Private Placement

**Eligible Investors:** Only eligible investors who have been addressed through a communication directly by the Company can apply. No person who has not received a direct communication from the Company may apply in this Issue. Individual investors who are not covered under exemptions clauses of the Acceptance of Public Deposit Rules of RBI as applicable to NBFCs are not eligible to apply. There are no transfer restrictions in relation to the Debentures.

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- Insurance Companies.
- Mutual Funds
- Eligible Financial Institutions,
- Eligible Foreign Institutional Investors.
- Companies
- Other Government and Non-government agencies authorized to invest in these bonds as per present and relevant government guidelines.
- Any other investor authorized to invest in the Debentures.

All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in the issue of Debentures.

Posting of Schedule on the designated Stock Exchange website should not be construed as an offer to issue and the Schedule has been posted on the website as per the stipulation made by SEBI.

**Business Day**

**Convention:**

Unless stated otherwise in the respective Term Sheets, should any of the date(s), including interest payment date(s) and maturity date, as defined in the Schedule fall on a Saturday or a Sunday or a public holiday or no RTGS / ECS clearing, as applicable, is available for any reason what so ever at a place where the Registered / Corporate Office of the Company is situated, the next working day shall be considered as the effective date. In cases where it is not possible to determine disruption in RTGS / ECS clearing as stated above, one day prior to maturity date, the next working day shall be considered as the effective date. However, where Subordinated Debt Bonds are issued and held in Promissory Note form, repayment on due date would be subject to provisions applicable under Section 25 of the Negotiable Instruments Act, 1881.

**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
- c) If a distress, execution or other process is initiated by any Court of competent jurisdiction upon the Mortgaged Premises or any part thereof and is not withdrawn or discharged, satisfied or paid out within 365 days or such extended period as may be agreed to in writing by the Trustees from the date of levy or enforcement of such distress, execution or other process and the Charged Assets reduces below the Assets Cover Ratio;
- d) If the Company shall, without the consent of the Trustees, cease to carry on its business or give notice of its intention to do so;
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Dear Sirs,

**Kotak Mahindra Prime Limited - Subordinated debt issuance**

This letter sets out the **the terms of a issuance** (the “issuance”)

The Terms of the issuance will be:-

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unique Identifier       | INE916D08DK1                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Amount:                 | Rs. 50 Million                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Issuance Date:          | 30-August-2010                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Interest Rate:          | 9.50%p.a.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Payment of Interest:    | Annual Interest Payment and on Maturity from the respective allotment date                                                                                                                                                                                                                                                                                                                                                                          |
| Repayment:              | Redemption/Interest proceeds shall be payable at par at Mumbai on due date i.e. 30-August-2017                                                                                                                                                                                                                                                                                                                                                      |
| Redemption:             | Redemption shall be at par and shall be paid to the beneficial owner who is holder of the security as per the records of the Depository seven working days prior to the due date for redemption or put/call date (if applicable), whichever is earlier.                                                                                                                                                                                             |
| Security:               | Unsecured                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Interest Payment Dates: | Annually from the date of allotment of each issue and on Maturity provided, however that, if any Interest Payment Date would otherwise fall on a date which is not a Business day, the payment convention is to be “Following Business Day” – ie any payment ie interest payment & final Redemption falling on holiday is Saturday/Sunday or on a bank holiday or no high value/RTGS/ECS clearing, will be due for payment on the next working day. |

**Accrual and Calculation Of**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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Mode of Issue: Private Placement

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**Events of**

**Default:**

- a) If the Company makes default in payment of moneys due in respect of principal or interest owing upon the Debentures in accordance with the terms and conditions contained in the Schedule and the Term Sheet.
- b) If a petition for winding up of the Company has been admitted and has not been contested by the Company for a period of 365 days from the date of such admission, or if an order of a Court of competent jurisdiction is made for winding-up of the Company, or an effective resolution is passed by the shareholders of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction and duly carried into effect;
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