

February 27, 2017

HDFC Bank Ltd4th Floor, Peninsula Business Park,
Tower B, Senapati Bapat Marg,
Lower Parel (W), Mumbai -400013**Mr. Shalabh Kumar**

Dear Sir,

Sub: Issue of Secured, Redeemable Non-Convertible Debentures (NCDs) on private placement basis.

Pursuant to the discussions we have had with your corporation, please find the terms of the issue of the NCD, the details of which are set out in the issue details ("Issue Details") annexed hereto and marked at Annex I.

We are enclosing herewith the Offer Document (Shelf Disclosure Document and the Private Placement Offer Letter dated February 27, 2017.) Please note that in the event of any inconsistency and/or repugnancy between the terms of this Issue Details and the Offer Document, the terms and conditions set out in the Issue Details shall prevail over the terms and conditions set out in the Offer Document.

The said debentures are proposed to be listed on BSE. Letter of allotment/Certificate shall be issued in the electronic form within 2 working days from the date of allotment. Annexure I & Annexure A attached herewith forms an integral part of this offer.

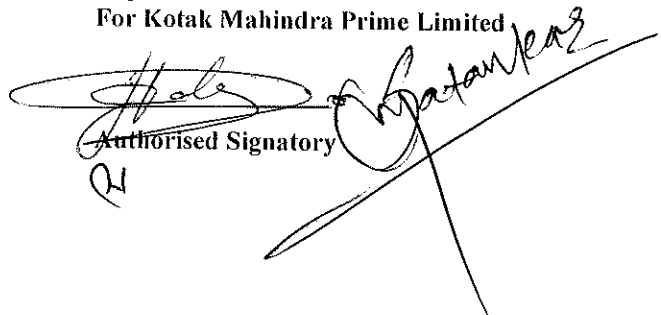
As discussed, request you to kindly RTGS the subscription proceeds of Rs.200,00,00,000/- Kotak Mahindra Prime Ltd Account #8811423896, (IFSC Code- KKBK0000958) with Kotak Mahindra Bank, Mittal Court Branch, Nariman Point for value date February 27, 2017

Receipt of the subscription proceeds mentioned herein shall be considered as acceptance by the parties of the underlying documents and these presents.

Please note that this term sheet is directed to and for the use of the addressee only.

Regards,

For Kotak Mahindra Prime Limited


Authorised Signatory**Kotak Mahindra Prime Limited**

CIN U67200MH1996PLC097730
Kotak Infinity, 6th Floor
Building No 21, Infinity park
Off Western Express Highway
General A K Vaidya Marg
Malad (E), Mumbai 400 097, India

T +91 22 66056825
F +91 22 67259086
service.carfinance@kotak.com
www.kotak.com

Registered Office :
27BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

ISSUE DETAILS
Annexure – Series III

S.No	Particulars	
1.	Security Name	Kotak Mahindra Prime Ltd 7.70% NCD 27 Feb 2019
2.	Issuer	Kotak Mahindra Prime Ltd.
3.	Type of Instrument	Secured, Redeemable, Non Convertible Debentures
4.	Nature of Instrument	Secured
5.	Seniority	Senior
6.	Mode of Issue	Private Placement
7.	Eligible Investors	For details kindly refer section "Other Details - point q (iv)" of Offer Document
8.	Listing	Proposed to be listed on Bombay Stock Exchange Ltd. within 20 days from the date of allotment.
9.	Rating of The instrument	CRISIL AAA /Stable
10.	Total Issue Size (Amount Rs. crs)	For details kindly refer section "Issue Details" of Offer Document.
11.	Option to retain oversubscription (Amount)	For details kindly refer section "Issue Details" of Offer Document.
12.	Objects of the Issue	For details kindly refer section "Other Details - point q (v)" of Offer Document
13.	Details of the utilization of the Proceeds	The proceeds of the issue after meeting the expenditures of and related to the issue of such Debentures / Instruments if any, will be used for various financing activities of the Company, to repay existing debts of the Company and for business operations of the Company including capital expenditure, short term/long term working capital requirements and general corporate purposes of the Company. Further, the issue proceeds may be utilized / invested (as approved by the Board of the Company) in fixed deposits with banks, mutual funds units, etc.
14.	Coupon Rate payable on the nominal value of the issue	7.70% p.a.
15.	Step Up/Step Down Coupon Rate	N.A.
16.	Coupon Payment Frequency	Coupon payable annually and at maturity..
17.	First Interest Payment Date Final Interest Payment Date	27 Feb 2018 27 Feb 2019
18.	Coupon Type	Fixed
19.	Coupon Reset Process (incl rates, spread, effective date, interest rate cap and floor etc)	N.A.
20.	Day Count Basis	Actual/Actual (Refer Note 2)
21.	Interest on Application Money	Not Applicable
22.	Default Interest Rate	2% p.a. over the coupon rate for the defaulting period.
23.	Face Value (Nominal Value) per Debenture	Rs.10,00,000/-
24.	Paid up value of security (per security as of date)	Rs.10,00,000/-
25.	Units Subscribed	2000 Nos
26.	Total nominal value of units subscribed	Rs 200,00,00,000/- (Rupees Two Hundred Crores Only)
27.	Total paid up value of units subscribed	Rs.200,00,00,000/- (Rupees Two Hundred Crores Only)
28.	Issue Price per Debenture	Rs.10,00,000/-
29.	Discount at which security is issued and the effective yield as a result of such discount	N.A
30.	Tenure from the deemed date of allotment	730 days

Kotak Mahindra Prime Limited

CIN U67200MH1996PLC097730

Kotak Infinity, 6th Floor

Building No 21, Infinity park

Off Western Express Highway

General A K Vaidya Marg

Malad (E), Mumbai 400 097, India

T +91 22 66056825

F +91 22 67259086

service.carfinance@kotak.com

www.kotak.com

Registered Office :

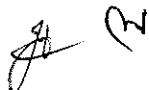
27BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai - 400 051

India.

31.	Redemption Date	27 Feb 2019
32.	Redemption Amount (Principal) per Debenture	Rs.10,00,000.00 (Rupees Ten Lakh Only)
33.	Redemption Premium/Discount	N.A.
34.	Put Option & Call Option Date	N.A.
35.	Put / Call option Time	N.A.
36.	Put /Call option Price	N.A.
37.	Minimum Application and in multiples of Debt Securities thereafter	10 debentures and 1 debenture thereafter
38.	Issue Opening	27 Feb 2017
39.	Bid Opening	27 Feb 2017
40.	Bid Closing	27 Feb 2017
41.	Issue Closing	27 Feb 2017
42.	Subscription Date	27 Feb 2017 (Refer Note 1)
43.	Date of allotment	27 Feb 2017
44.	Issuance mode of the Instrument	Demat only
45.	Trading mode of The Instrument	Demat only
46.	Settlement mode of the Instrument	Refer Section 'B' of Summary Term sheet of Shelf Disclosure Document to be listed on BSE
47.	Depository	NSDL / CDSL
48.	Payment Convention	Refer Note 3
49.	Security	Refer Note 4
50.	Asset Cover Ratio	The Company shall maintain the asset cover of 1.00 times during the tenure of the Debentures ("Asset Cover Ratio").
51.	Events of Default	Refer Section 'B' of Summary Term sheet of Offer Document.
52.	Provisions related to Cross Default Clause	N.A.
53.	Transaction Documents	Refer Section 'B' of Summary Term sheet of Offer Document.
54.	Condition Precedent to Disbursements	Refer Section 'B' of Summary Term sheet of Offer Document.
55.	Condition subsequent to Disbursements	Refer Section 'B' of Summary Term sheet of Offer Document.
56.	Record Date	Refer Note 5 and Section 'B' of Summary Term sheet of Offer Document.
57.	Role and responsibility of Debenture Trustee	Refer Section 'B' of Summary Term sheet of Offer Document.
58.	Governing Law and Jurisdiction	Refer Section 'B' of Summary Term sheet of Offer Document.
59.	Trustee	IDBI Trusteeship Services Limited vide consent dated July 20, 2015
60.	Arranger	HDFC Bank Limited
61.	Latest Audited financial information as on September 30, 2016	For details kindly refer of Offer Document.


Kotak Mahindra Prime Limited

CIN U67200MH1996PLC097730
 T +91 22 66056825
 Kotak Infinity, 6th Floor
 F +91 22 67259086
 Building No 21, Infinity park
 service.carfinance@kotak.com
 Off Western Express Highway
 www.kotak.com
 General A K Vaidya Marg
 Malad (E), Mumbai 400 097, India

Registered Office :
 27BKC, C 27, G Block,
 Bandra Kurla Complex,
 Bandra (E), Mumbai - 400 051
 India.

1. Application money, if any, once received by the company cannot be withdrawn by the Applicant.
2. 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 upto 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).
3. Payment convention:
 - a. **Coupon payment falling on a scheduled / unscheduled holiday** – Coupon Payment to be “Following Business Day” – i.e. any interest payment (excluding any payment of interest due on maturity date) falling on a Saturday (non-business day) / Sunday or on a bank holiday or on a day when there is no RTGS / NEFT / ECS clearing, shall be paid on the next working day however the calculation of the of the said coupon payment would be as per the schedule originally stipulated at the time of issuing the security. Thus, the subsequent coupon schedule would not be disturbed.
 - b. **Redemption proceeds falling on a scheduled holiday** – Payment to be “Preceding Business Day” – i.e. If the maturity date of the debt securities, falls on a Saturday (non-business day) / Sunday or on a bank holiday or on a day when there is no RTGS / NEFT / ECS clearing, the redemption proceeds (interest + principal) shall be paid on the preceding / previous working day.
 - c. **Redemption proceeds falling on a unscheduled holiday** – Payment to be “Following Business Day” – i.e. If the maturity date of the debt securities, falls on a unscheduled holiday (non-business day) when there is no RTGS / NEFT / ECS clearing, the redemption proceeds (interest + principal) shall be paid on the next working day.
4. The Debenture shall be secured by way of first pari-passu charge in terms of the registered Debenture Trust Deed dated August 28, 2015 and any supplemental/modified deed executed from time to time on:-
 - (a) Mortgage of Flat bearing No.35-D. at Mahindra Park constructed on land bearing C.T.S. no.175 situated at Lal Bahadur Shastri Marg, Ghatkopar (West), Mumbai 400 086 of Village Kirol, Taluka, Kurla BSD. Cost at which property was purchased - Rs.18,07,472/- (Rupees Eighteen Lakhs Seven Thousand Four Hundred and Seventy Two Only) and
 - (b) The Debenture shall be secured by way of first pari-passu charge in the nature of hypothecation in terms of the Deed of Hypothecation dated August 28, 2015 and any supplemental/modified deed executed from time to time on Movable Properties :

“Moveable Properties” shall mean, present and future:

 - (i) Receivables;
 - (ii) other book debts of the Company (except the ones excluded from the definition of Receivables);
 - (iii) other current assets of the Company (except the ones excluded from the definition of Receivables); and
 - (iv) other long term and current investment
5. Record Date: The record date for determining eligibility for interest / principal payments shall be seven working days (both dates exclusive) before the relevant interest / principal payment date. Interest / Principal will be paid to the person whose name appears in the Register of Debenture holders as sole / first Debenture holder as per the list of beneficiaries provided by the Depository as on the record date.
6. Security Creation: In case of delay in creation of Trust Deed and Charge documents, the Company will refund the subscription with agreed rate of interest or will pay penal interest of at least 2% p.a. over the coupon rate till these conditions are complied with at the option of the investor.
7. Delay in Listing: In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, the Company will pay penal interest of at least 1% p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.
8. Redemption/Interest proceeds 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.
9. Redemption / interest proceeds shall be payable at par at Mumbai on due date.
10. Tax exemption certificates, if applicable, in respect of non-deduction of tax at source on interest on application money must be submitted along with the application form.
11. Tax exemption certificate / document / form under section 193 of the Income Tax Act, 1961, if any, must be lodged at the Corporate / Registered Office, at least three working days before the relevant interest payment becoming due.

Kotak Mahindra Prime Limited

CIN U67200MH1996PLC097730
Kotak Infinity, 6th Floor
Building No 21, Infinity park
Off Western Express Highway
General A K Vaidya Marg
Malad (E), Mumbai 400 097, India

T +91 22 66056825
F +91 22 67259086
service.carfinance@kotak.com
www.kotak.com

Registered Office :
27BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

Annexure A: Illustration of Bond Cash Flows per Debenture for Series III:

Cash flows	Date	No of days in coupon period / principal period	Denominator (No. of days) for Coupon calculation	Amount (in Rupees)
First Coupon	Tue, 27 Feb, 2018	365	365	77,000.00
Final Coupon	Wed, 27 Feb, 2019	365	365	77,000.00
Principal	Wed, 27 Feb, 2019	730		10,00,000.00
Total				11,54,000.00

Note: Interest payments would be rounded off to the nearest rupee

**Kotak Mahindra Prime Limited**

CIN U67200MH1996PLC097730 T +91 22 66056825
Kotak Infinity, 6th Floor F +91 22 67259086
Building No 21, Infinity park service.carfinance@kotak.com
Off Western Express Highway www.kotak.com
General A K Vaidya Marg
Malad (E), Mumbai 400 097, India

Registered Office :
27BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.