

387/11238

पावती

Original/Duplicate

Wednesday, September 01, 2021

नोंदणी क्र.: 39M

12:46 PM

Regn.: 39M

पावती क्र.: 12220 दिनांक: 01/09/2021

गावाचे नाव: मालाड

दस्तऐवजाचा अनुक्रमांक: वरल-4-11238-2021

दस्तऐवजाचा प्रकार : मप्लीमेंट्री अॅग्रीमेंट

मादर करणाऱ्याचे नाव: - - कर्ज देणार -आयडीवीआय ट्रस्टीशीप मर्विसेम ली तर्फे डेप्युटी मॅनेजर मीत मोनी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 680.00

पृष्ठांची संख्या: 34

एकूण:

रु. 1680.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

12:58 PM ह्या वेळेस मिळेल.

मह दु.नि.का-बोरीवली4

वाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

सह. दुय्यम निबंधक, बोरीवली क्र.-४,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: By Cash रक्कम: रु 680/-

2) देयकाचा प्रकार: eChallan रक्कम: रु.1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005688345202122P दिनांक: 01/09/2021

वैकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees






CHALLAN
MTR Form Number-6



GRN	MH005688345202122P	BARCODE			Date	31/08/2021-21:28:07	Form ID	25.1			
Department	Inspector General Of Registration			Payer Details							
Stamp Duty	Registration Fee			TAX ID / TAN (If Any)							
Type of Payment				PAN No.(If Applicable)							
Office Name	BRL4_JT SUB REGISTRAR BORIVALI NO 4			Full Name	KOTAK MAHINDRA INVESTMENT LTD						
Location	MUMBAI			Flat/Block No.	AS MENTIONED IN THE DOCUMENT						
Year	2021-2022 One Time			Premises/Building	AS MENTIONED IN THE DOCUMENT						
Account Head Details	Amount In Rs.			Road/Street	AS MENTIONED IN THE DOCUMENT						
0030045501	Stamp Duty		500.00	Area/Locality	MUMBAI						
0030063301	Registration Fee		1000.00	Town/City/District							
				PIN		4	0	0	0	5	1
				Remarks (If Any)	SecondPartyName=IDBI TRUSTEESHIP SERVICES LTD-CA=0-Marketval=0						
				Amount In	One Thousand Five Hundred Rupees Only						
Total	1,500.00			Words							
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK							
Cheque-DD Details				Bank CIN	Ref. No.	10000502021083105235	5028942812238				
Cheque/DD No.				Bank Date	RBI Date	31/08/2021-21:28:46	Not Verified with RBI				
Name of Bank				Bank-Branch	STATE BANK OF INDIA						
Name of Branch				Scroll No. , Date	Not Verified with Scroll						

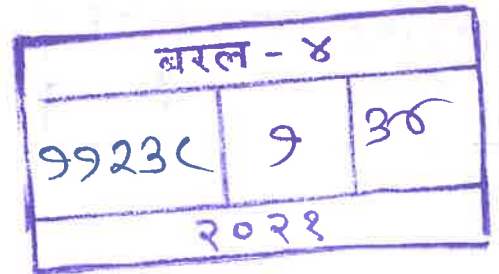


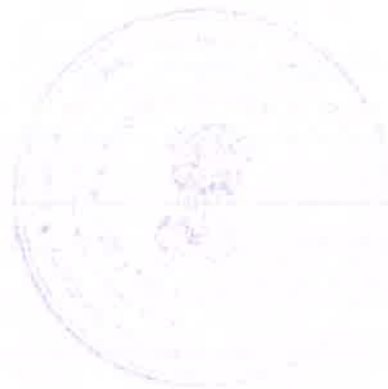
Department ID :

Mobile No. : 9820799677

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.





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R
K.V.
B

AMENDMENT DEED

This **AMENDMENT DEED** to the Decenture Trust Deed ("Amendment Deed") is made at Mumbai on this 15th day of September 2021

BETWEEN

KOTAK MAHINDRA INVESTMENTS LIMITED, bearing CIN U65900MH1988PLC047986, a company incorporated and registered under the Companies Act, 1956 and registered with the Reserve Bank of India as a systemically important non-deposit taking non-banking financial company and having its registered office at 27 BKC, C27, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400051, hereinafter called "**the Company**" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors in office and assigns) of the **ONE PART**;

IN FAVOUR OF

IDBI TRUSTEESHIP SERVICES LIMITED, a company within the meaning of the Companies Act, 1956 and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001, hereinafter called the "**Trustee**" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors in office and permitted assigns) of the **OTHER PART**.



The Company and the Trustee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**"



B

WHEREAS:

A. We refer to the issuance of secured, listed, redeemable, non-convertible debentures, aggregating up to Rs.6500,00,00,000/- (Rupees Six Thousand and Five Hundred Crores only) by the Company ("Debentures"), in dematerialised form on a private placement basis in one or more series/tranches. Capitalised terms used in this letter but not defined herein shall have the meaning assigned to such terms in the Debenture Trust Deed.

B. The Debenture Trustee has, at the request of the Company, agreed to act as the debenture trustee for the benefit of the Debenture Holders from time to time and the Parties entered into a debenture trust cum mortgage deed dated October 03, 2019 as amended by the Amendment Deed to the debenture trust cum mortgage deed dated February 9, 2021 ("Debenture Trust Deed") *inter alia* setting out the terms and conditions upon which the Debentures are issued and recording the terms and conditions governing *inter alia* the role, duties, functions and powers of the Debenture Trustee.

C. The Company has requested the Debenture Trustee for amending certain provisions of the Debenture Trust Deed vide their letter dated August 27, 2021. Pursuant thereto, the Debenture Trustee has agreed to amend certain provisions of the Debenture Trust Deed vide their letter dated August 31, 2021 and in the manner hereinafter appearing.

D. Accordingly, the Parties are desirous of executing an Amendment Deed in the manner hereinafter appearing.

NOW THIS AMENDMENT DEED WITNESSETH and it is hereby agreed and declared by and between the Parties hereto as follows:

1. The recitals set forth hereinabove shall form an integral part of this Amendment Deed.
2. Any capitalised term used in this Amendment Deed unless otherwise defined or appearing contrary to the intention of the Parties, shall have the meaning set out in the Debenture Trust Deed.
3. The Parties agree to amend the Debenture Trust Deed as set out in the Annexure I hereto which amendments shall be an integral part of the Debenture Trust Deed and shall be construed as a single agreement.
4. This Amendment Deed shall form an integral part of the Debenture Trust Deed and shall be read along with the Debenture Trust Deed. All references in the Debenture Trust Deed to "this Deed" or "this Debenture Trust Deed" shall include a reference to this Amendment Deed, wherever the context so requires. Further, reference to the Debenture Trust Deed in any other document shall be deemed to be reference to the Debenture Trust Deed as amended and modified by this Amendment Deed.

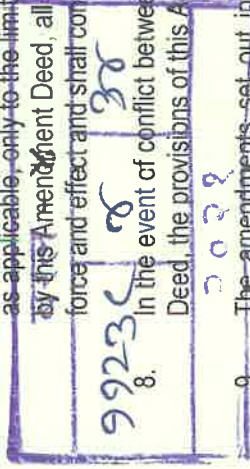
Or, and from the date of this Amendment Deed, references to the term "Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008" in the Debenture Trust Deed shall be deemed to include "Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021" and the "Securities and Exchange Board of India's Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 (bearing reference no. SEBI/HO/DDHS/P/CIR/2021/613, as the context may require and as may be amended or supplemented from time to time.

6. The Parties hereby acknowledge and agree that all the terms of the Deed of Hypothecation dated 3rd October 2019 shall remain valid and be applicable *ipso facto* to the issuance of Debentures made by the Company under the Shelf Placement Memorandum and the respective Tranche Placement Memorandums.

7. This Amendment Deed shall modify the agreement and the understanding set out in the Debenture Trust Deed, as applicable, only to the limited extent set out herein. Save and except as specifically and expressly amended by this Amendment Deed, all other provisions of the Debenture Trust Deed shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.

8. In the event of conflict between the terms of this Amendment Deed and the provisions of the Debenture Trust Deed, the provisions of this Amendment Deed shall prevail in relation to the matters set out herein.

9. The amendments set out in this Amendment Deed shall be effective from the date of execution of this Amendment Deed.



10. **Applicable Law and Jurisdiction**

10.1 This Amendment Deed and any matters relating to this Amendment Deed shall be governed by and construed in accordance with Clause 22 (*Disputes and Governing Law*) of the Debenture Trust Deed.

IN WITNESS WHEREOF the signature of the Authorised Signatory of the Company has been hereunto affixed and the Trustee have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by **KOTAK MAHINDRA INVESTMENTS LIMITED**, has been hereunto affixed in the presence of _____ Authorised Signatory of the Company who has subscribed his signature hereto in token thereof

Hiren Vora & Jay Joshi

[Handwritten signatures]

For **KOTAK MAHINDRA INVESTMENTS LTD.**

[Handwritten signature]

Authorized Signatory

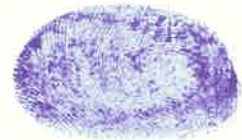


SIGNED AND DELIVERED by **IDBI TRUSTEES/KOTAK MAHINDRA INVESTMENTS LTD. SERVICES LIMITED** the within named Trustee by the hand of Mr./Ms. _____

Authorised Signatory who has subscribed his signature hereto in token thereof

[Handwritten signature]

Authorized Signatory



FOR IDBI TRUSTEESHIP SERVICES LTD.

[Handwritten signature]

AUTHORIZED SIGNATORY



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ANNEXURE I

1.1 Clauses of the Debenture Trust Deed set out in the first column (Clause Reference) of the table set out hereinafter (which currently reads as set out in the second column (Existing Provision) of the table set out hereinafter) shall be amended to read as set out in the third column (Amended Provision) of the table set out hereinafter:

Clause Reference	Existing Provision	Amended Provision
	<p>"Disclosure Document" shall mean the disclosure document(s) issued by the Company, from time to time or any other information memoranda that may be issued by the Company, setting out the principal terms under which the relevant tranche/series of the Debentures are proposed to be issued pursuant to this Deed and includes any amendment(s) and supplement(s)/ pricing supplement(s) thereto;</p>	<p>"Disclosure Document" shall mean collectively, (i) the Shelf Placement Memorandum for the aggregate Issue; and</p> <p>(ii) the relevant Tranche Placement Memorandum for the issue of Debentures constituting a particular Tranche/Series;</p>



1.2 The following definition of "Shelf Placement Memorandum" shall be inserted as Clause 1.1 (fffA) after Clause 1.1(fff) (Security Enforcement Event) and before Clause 1.1 (ggg) (Successor Trustee):

"(fffA) "Shelf Placement Memorandum" shall mean the placement memorandum (or any other document of a similar nature as may be specified by SEBI in this regard from time to time), in relation to the Debentures to be issued by the Company on a private placement basis, in one or more tranches over a period of 1 (one) year, by issuing a Tranche Placement Memorandum and without the requirement of issuing a further placement memorandum, in terms of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021."

1.3 The following definition of "Tranche/ Series" shall be inserted as Clause 1.1 (III) after Clause 1.1 (kkk) (Transaction Documents):

"(III) "Tranche/ Series" shall mean any tranche or series of Debentures issued, under which Debentures are to be issued pursuant to the Debenture Trust Deed, the relevant Tranche Placement Memorandum and Private Placement Offer cum Application Letter, in terms of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021."

1.4 The following definition of "Tranche Placement Memorandum" shall be inserted as Clause 1.1 (mmm) after Clause 1.1(III) (Tranche):

"(mmm) "Tranche Placement Memorandum" means the document supplementing the Shelf Placement Memorandum, whereby subscription to Debentures with respect to a particular Tranche is invited by the Company on a private placement basis, in terms of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021."

1.5 The following clause shall be inserted as Clause 5A after Clause 5 (Listing of the Debentures) and before Clause 6-1 (Creation of Security):

9923	"5A 5A.1	Pre-Authorisation 30
In accordance with for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 bearing reference no. 2023		

SEBI/HO/DDHS/P/CIR/2021/613, the Company hereby submits the following bank account details from which it proposes to pay the Redemption Amount and Coupon amounts in respect of the Debentures."



(Handwritten signature)

(Handwritten signature)

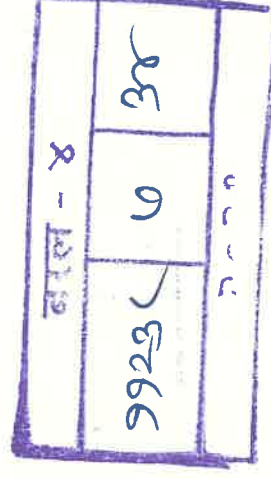
S.no	Particulars	Details
1.	Beneficiary Name	Kotak Mahindra Investments Limited
2.	Name of bank	Kotak Mahindra Bank Limited
3.	Account number	09582560000021
4.	Branch address, including the email address and phone no.	Branch Address : 1st Floor, Bakhtawar, 229, Nariman Point' Mumbai 400021 Email id : csmfort.lgo@kotak.com Tel No: 022-66596377
5.	Account Type	Current Account

"5A.2

The Company hereby pre-authorises the Debenture Trustee to seek the Coupon payment and Redemption Amount payment related information. The Company hereby agrees to submit a letter to the Debenture Trustee, duly acknowledged by the aforesaid bank agreeing to provide Coupon payment and Redemption Amount payment related information in relation to the Debentures from the aforesaid bank to the Debenture Trustee. The Company hereby further agrees and undertakes that it shall also inform the Debenture Trustee of any change in aforesaid bank details within the timeline specified by SEBI of such change and the Debenture Trustee shall act upon such change only upon submission of the duly acknowledged and accepted pre-authorisation letter from the successor/new account bank. The Company shall cause the new account bank to acknowledge and agree for the same."

1.6 It is hereby clarified that the numbering of the following clauses in the Debenture Trust Deed shall be corrected as mentioned below:

- (i) In Clause 1.1 (a) (Acceleration Event) where reference is made to "Clause 14.21.1(c)", the same shall be replaced with the term "Clause 14.2 (c)".
- (ii) In Clause 1.1 (u) (EOD Determination Notice) where reference is made to "Clause 14.21.1(b)", the same shall be replaced with the term "Clause 14.2 (b)".
- (iii) In Clause 1.1 (v) (EOD Notice) where reference is made to "Clause 14.21.1 (a)", the same shall be replaced with the term "Clause 14.2 (a)".
- (iv) In Clause 1.1 (fff) (Security Enforcement Event) where reference is made to "Clause 14.31.1 (b)", the same shall be replaced with the term "Clause 14.3 (b)".
- (v) In Clause 1.1 (ggg) (Successor Trustee) where reference is made to "clause 2.2(a) 1.1 (a)", the same shall be replaced with the term "Clause 2.2 (a)".
- (v) In Clause 7.8 (Preservation of Mortgage Property) where reference is made to "Clause 12.21.1.(g)", the same shall be replaced with the term "Clause 12.2 (g)".





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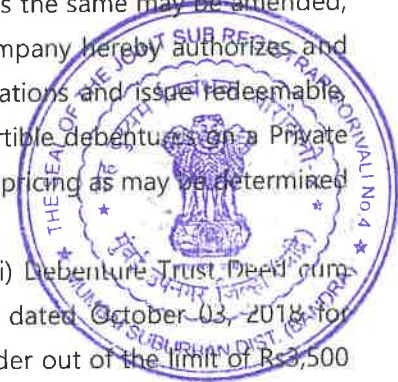


CERTIFIED THAT FOLLOWING IS THE TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING (02/2021-22) OF THE BOARD OF DIRECTORS OF KOTAK MAHINDRA INVESTMENTS LIMITED HELD ON TUESDAY, 18TH MAY, 2021 AT 11.30 A.M. THROUGH VIDEO CONFERENCE

"RESOLVED THAT pursuant to the provisions of Memorandum and Articles of Association of the Company and the provisions of Section 42, 71 and Section 179 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, including amendments, modification, variation or re-enactment thereto and other applicable guidelines and listing agreements to be entered into with one or more recognized stock exchanges where the non-convertible debentures of the Company may be listed, and subject to the regulations issued by the Securities and Exchange Board of India ("SEBI") including the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, ("**Debt Regulations**") and such other provisions, regulations, rules as may be applicable and subject to the approval of the shareholders at the ensuing Annual/Extraordinary General Meeting and as may be passed in future from time to time in terms of section 42 of the Companies Act, 2013 and the rules made thereunder and as the same may be amended, modified or rescinded from time to time, the Board of Directors of the Company hereby authorizes and give consent to make/continue to make private placement offers and invitations and issue redeemable, secured/unsecured, rated and/or unrated, listed and/or unlisted non-convertible debentures on a Private Placement basis from time to time with such issue size, coupon/interest rate, pricing as may be determined from time to time in one or more tranches/series

under applicable law, pursuant to and upon the terms and conditions of: (i) Debenture Trust Deed cum Deed of Mortgage dated October 03, 2018 and Deed of Hypothecation dated October 03, 2018 for amounts aggregating upto the unutilized limits of Rs.102.80 Crores thereunder out of the limit of Rs.3,500 crores for which the security is created thereunder, and/or (ii) Debenture Trust Deed cum Deed of Mortgage dated October 03, 2019 and Deed of Hypothecation dated October 03, 2019 for amounts aggregating upto the unutilized limits of Rs.4900 Crores thereunder out of the limit of Rs.6,500 crores for which the security is created or under any other documents/deeds/agreements as may be made/sign/executed; and subject to the debentures issued under (i) and/or (ii) above and outstanding at any point in time being within the overall borrowing limits as approved/may be approved by the shareholders under section 180 (1) (c) and section 180 (1) (a) of the Companies Act, 2013 and each of said resolutions as may be amended or modified or rescinded from time to time;

(iii) the Company do make and/or continue to make private placement offers and invitations and issue redeemable, secured/ unsecured non-convertible debentures or non-convertible debentures secured by way of negative lien, up to an aggregate face value of Rs.1,000 crore by way of Principal Protected Nifty



Kotak Mahindra Investments Ltd.
 CIN UC590CMH1008MCO67986 T +91 022 62185320
 3rd Floor, 72BKC, Plot C-12 F +91 022 62215400
 G Block, Bandra Kurla Complex www.kotak.com
 Bandra (East), Mumbai - 400 051

Registered Office:
 27BKC, C 27, G Block
 Bandra Kurla Complex
 Bandra (E), Mumbai - 400 051
 India बरल - ४



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Linked Non-convertible Debentures (NLD's) or any other Principal Protected Market Linked Non - Convertible Debentures (MLD's) (i.e. by linking to any other Market linked benchmark and that approval to such linking be delegated to ALCO) in one or more tranches either out of the unutilized limit of Rs 102.80 crore under the Debenture trust Deed (cum Mortgage Deed) and Deed of Hypothecation dated October 03, 2018 executed by and between the Company and IDBI Trusteeship Services Limited as per point (i) above or out of the unutilized limit of Rs.4900 crore under the Debenture trust Deed (cum Mortgage Deed) and Deed of Hypothecation dated October 03, 2019 executed by and between the Company and IDBI Trusteeship Services Limited as as per point (ii) above, or under any other documents/deeds/agreements as may be made/sign/executed; in addition to the outstanding already issued, if any, subject to the overall outstanding under all NLD's/MLD's not exceeding Rs.1,000 crore at any time, and subject to the debentures issued under (i) (ii) and or (iii) above and outstanding at any point in time being within the overall borrowing limits as approved/may be approved by the shareholders by the special resolution under section 180 (1) (c) (currently Rs13,000 crores) of the Companies Act, 2013 and each of said resolutions as may be amended or modified or rescinded from time to time."



"RESOLVED the Company to trade in nifty /market linked futures and options (if required) to hedge the risk associated with returns to be paid to investors of the Principal Protected Nifty Linked Debentures/Market Linked Debentures."

"RESOLVED FURTHER THAT the Board subject to the approval of the shareholders at the ensuing Annual/Extraordinary General Meeting ,authorizes the Company to create security (if required) by way of a first pari passu mortgage or by any other form of security/charge arrangement.by whatever named called including negative lien and in such form and manner and with such ranking and at such time and on such terms as may be determined over all right, title and interest of the Company over [Immovable Property] of the Company and security by way of charge/ hypothecation or by any other form of security/charge arrangement.by whatever named called including negative lien and in such form and manner and with such ranking and at such time and on such terms as may be determined over all rights, title, interest, benefits, claims and demands of the Company over all or any of the moveable properties/receivables arising out of loan, lease , hire purchase transactions, all other book debts and such other current assets as may be identified by the Company from time to time, investments , both present and future whether such monies receivable are retained in any of the accounts of the Company or otherwise, current assets of the company in favour of lender(s), agent(s) and/or debenture trustee(s) for the benefit of the lender(s)/debenture holder(s), for securing the borrowings availed/to be availed by the Company subject to the limit set under the shareholders' special resolution under Sections 180(1)(c) (currently Rs13,000

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Kotak Mahindra Investments Ltd.

CIN U65900MH1998PLC007993
 3rd Floor, 27BKC, Plot C-12
 G Block, Bandra Kurla Complex
 Bandra (East), Mumbai - 400 051

T +91 022 62185320
 F +91 022 62215400
 www.kotak.com

Registered Office:
 27BKC, C 27, G Block
 Bandra Kurla Complex
 Mumbai - 400 051



crores) and 180 (1) (a) of the Companies Act, 2013, as may be amended or modified or rescinded from time to time."

"RESOLVED FURTHER THAT in accordance with provisions of section 42(2) of The Companies (Amendment) Act, 2017, read with Rule 14(7) of The Companies (Prospectus and Allotment of Securities) Second Amendment Rules, 2018, to identify select group of persons to whom private placement of securities of the Company could be made from time to time by the Company (for the purpose of this Issue and/or subsequent Issue of the debentures by the Company) , from which 'select group of persons' (group of persons, as placed before the Board and annexed hereto), shortlisted bidders, where bidding process is applicable (on the Electronic Platform called "EBP Platform" or any successive arrangement/platform mandated by SEBI) or shortlisted investors (where bidding is not mandated), to be referred to as the 'identified persons' on an each issue basis (to whom securities of the Company on a private placement basis will be offered), be and is hereby approved.

- List of names, as placed before the Board and approved;
- Such other investors who are registered on the EBP platform and eligible to make bids for Non-Convertible Debentures of the Company (considered as 'deemed identified')."

"RESOLVED FURTHER THAT the Company be and is hereby authorised to execute and ratify the necessary or requisite agreement(s) with the National Securities Depository Limited and the Central Depository Services (India) Limited for the issue of the Debentures in the dematerialised form."

"RESOLVED FURTHER THAT the Company be and is hereby authorised to appoint such arranger for identifying investors who shall subscribe to the Debentures, such rating agency for the purposes of rating the Debentures and such registrar and transfer agent as may be required to be appointed in connection with the issuance of the Debentures."

"RESOLVED FURTHER THAT the Board hereby authorizes the Company to execute and ratify the necessary or requisite agreement(s) with any recognized stock exchange and provide all such documents and information as may be required by the stock exchange, for the purposes of listing the Debentures where the Non Convertible Debentures are proposed to be listed."

"RESOLVED THAT the approval of the Board be and is hereby granted to the Company for issuing Shelf Disclosure Document/s / Information Memorandum/s from time to time, in accordance with the provisions/regulations/guidelines as may be prescribed by SEBI, RBI; or any other regulatory authority, as

Kotak Mahindra Investments Ltd.

CIN U65900MH1988PLC047986
3rd Floor 12BKC, Plot C-12
G Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

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F +91 022 62215400
www.kotak.com

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Bandra Kurla Complex
Bandra (E), Mumbai - 400 051
India.



amended from time to time; or otherwise; which may or may not be hosted on the website of the Bombay Stock Exchange or the National Stock Exchange of India Limited ("NSE") under wholesale debt market segment or any other stock exchange, for the purpose of issuance of Non-Convertible Debentures."

"RESOLVED FURTHER THAT the series of debentures as aforesaid, in each tranche / series be construed as separate approvals under the Companies Act, 2013."

"RESOLVED FURTHER THAT the Board hereby authorizes the Company to do all such acts, deeds, things and execute or amend or modify or ratify all such documents whatsoever as may be required in connection with the issue of the Debentures including without limitation the opening of bank accounts, opening of demat accounts, the registration of the charge and filing of relevant forms with the Registrar of Companies, appearing before the office of the appropriate Sub-Registrar of Assurances, appointment of such intermediaries as may be required in relation to the issuance of the Debentures, including arrangers and legal counsels, the Registrar to the issue and other advisors as may be required and making payment of their fees.

"RESOLVED FURTHER THAT, in connection with any Debentures issued in exercise of the aforesaid authority, any two of the following:

Sr. No. List of Authorised Persons

1. Any director of the Company
2. Mr. Amit Bagri
- ✓ 3. Mr. Jay Joshi
4. Mr. Jignesh Dave
5. Mr. Deven Shah
6. Mr. Sandip Todkar
7. Mr. Rohit Singh
8. Ms. Priyanka Goyal
- ✓ 9. Mr. Hiren Vora
10. Mr. VinodKumar Harwani

("Authorised Signatories") be and are hereby authorized jointly to:

- allot such debentures as may be deemed fit, from time to time;
- make application for creation of ISIN to the depositories and application to the stock exchanges for listing of debentures

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Kotak Mahindra Investments Ltd.

CIN U65900MH1988PLC047986

3rd Floor 12BKC, Plot C-12

G Block, Bandra Kurla Complex

Bandra (East), Mumbai - 400 051

T +91 022 62185320

F +91 022 62215400

www.kotakinvestments.com

Registered Office:

27BKC, C 27, G Block

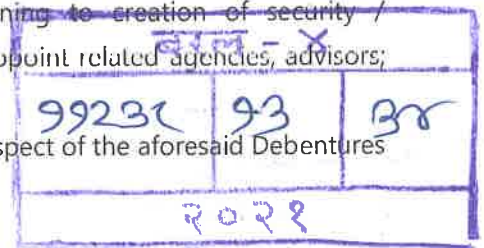
Bandra Kurla Complex

Bandra (E), Mumbai - 400 051

India.



- issue the Letter (s) of Allotment evidencing the allotment of Debentures (in respect of Debentures issued in physical form);
- issue instructions to the depositories (in respect of Debentures issued in electronic form);
- sign, issue and file Private Placement Offer Letter, Shelf Disclosure Document/ Information Memorandum or any other document(s) as may be necessary, take all necessary and incidental actions in respect thereof including filing of forms with the concerned authorities including Registrar of Companies, or making any other filings and correspondence with any other authority as and when deemed necessary;
- declarations with the Stock Exchange(s) or Regulatory Authorities for and on behalf of the Company in accordance with the applicable law;
- determine issue size(s), pricing, coupon/interest rate(s), dates, other terms and conditions of each tranche/series/issue;
- do all such acts, deeds and things as may be necessary in this connection, including effecting variations in the terms of issue, rate of interest, date of redemption;
- intimate stock exchange(s) about the intention to raise funds on a private placement basis from time to time in one or more tranches/series, from time to time as per the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended or modified or rescinded from time to time.
- to negotiate, finalise and execute or ratify, on behalf of the Company, the Debenture Trustee Agreement/letter for the terms and conditions and appointment of the Debenture Trustee and the Debenture Trust Deed or any other document setting out inter alia the terms upon which the debentures are being issued and to do all such acts, deeds and things as may be necessary or expedient to implement these resolutions and to do and execute all acts and deeds as may be required by the Debenture Trustee in connection with the aforesaid.
- approve, negotiate, amend, upon execution and at any time thereafter, finalise, sign and execute from time to time letters of appointment of agents/intermediaries, including agreements to be entered into with National Securities Depositories Limited and/or Central Depository Services Limited if any, any undertakings, information memorandum, the Debenture Trust Deed cum Deed of Mortgage, Deed of Hypothecation and other necessary documents pertaining to creation of security / registration and satisfaction of charge on behalf of the Company, appoint related agencies, advisors; etc.
- arrange for adjudication and payment of applicable stamp duty in respect of the aforesaid Debentures and transaction documents.


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 G Block, Bandra Kurla Complex
 Bandra (East), Mumbai - 400 051

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 F +91 022 62215400
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 27BKC, C 27, G Block
 Bandra Kurla Complex
 Bandra (E), Mumbai - 400 051
 India



- to make application for listing on any of the stock exchanges and to do all such acts, deeds, writings and things as may be necessary and/or incidental to give effect to listing.
- to open bank accounts, demat accounts, appointment of rating agency, arranger of the issue, Registrar & Transfer Agent, legal counsel or any other agent/consultant/advisor/intermediaries as may be deemed necessary in this regard and payment of their fees thereof.
- to appoint valuation agent, wherever necessary and to do all such acts, deeds, writings and things as may be necessary and/or incidental to give effect to valuation.
- do things and to execute all documents, undertakings, bonds, affidavits, writings, deeds and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable in this regard.

"RESOLVED FURTHER THAT Debenture Certificate(s) be issued, in exchange of the said Letter(s) of Allotment, if any, under the Common Seal of the Company, to be affixed as per the Articles of Association of the Company and prevalent Act, rules, Laws thereunder in respect of Debenture Certificate(s) issued in electronic form, the instruction to the depositories for conversion of Letter(s) of Allotment to Debentures be issued under the joint signature of any of the Directors of the Company or Company Secretary."

"RESOLVED FURTHER THAT the Common Seal of the Company, if required, may be affixed to the stamped engrossment of the Debenture Trust Deed(s) and the security documents as may be finalized and to such other documents as may be required to be executed under the Common Seal of the Company to be affixed as per the Articles of Association of the Company and as per the prevalent Act rules thereunder."

"RESOLVED FURTHER THAT the aforesaid resolutions shall come into effect immediately and a copy of the foregoing resolution certified to be a true copy by any of the Directors/ Authorised Signatories be furnished to such parties concerned with respect to the issue of Debentures."

CERTIFIED TRUE COPY**For KOTAK MAHINDRA INVESTMENTS LIMITED**

Jignesh Bharatkumar
Digitally signed by Jignesh Bharatkumar
Date: 2021.05.18 21:40:29 +05'30'

JIGNESH DAVE**COMPANY SECRETARY****Membership No. A15604**

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Kotak Mahindra Investments Ltd.

CIN U65900MH1988PLC047986

3rd Floor 27BKC, Plot C-12

G Block, Bandra Kurla Complex

Bandra (East), Mumbai - 400 051

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F +91 022 62215400

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Bandra Kurla Complex

Bandra (E), Mumbai - 400 051

India.



August 27, 2021

IDBI Trusteeship Services Limited ("Debenture Trustee")

 Asian Building, Ground Floor, 17,
 R. Kamani Marg,
 Ballard Estate,
 Mumbai – 400 001

Kind Attn: Mr. Ritobrata Mitra/Ms Paridhi Doshi


Dear Sir,

Re: Permission for certain amendments with respect to the documents executed in relation to the issuance of secured, non-convertible, redeemable debentures, aggregating up to Rs.6500,00,00,000/- (Rupees Six Thousand and Five Hundred Crores only) by Kotak Mahindra Investments Limited (the "Company"/ "Issuer").

1. We refer to the issuance of secured, non-convertible, redeemable debentures, aggregating up to Rs. 6500,00,00,000/- (Rupees Six Thousand and Five Hundred Crores only) by the Company ("Debentures"), in dematerialised form on a private placement basis in one or more series/tranches. Capitalised terms used in this letter but not defined herein shall have the meaning assigned to such terms in the Debenture Trust Deed.
2. We also refer to the debenture trust deed dated October 03, 2019 as amended by the Amendment Deed to the debenture trust cum mortgage deed dated February 9, 2021, executed by and between the Company and IDBI Trusteeship Services Limited, acting in the capacity of the debenture trustee ("Debenture Trustee") *inter alia* recording the terms and conditions of the Debentures ("Debenture Trust Deed"), the trustee agreement dated October 03, 2019 executed by and between the Company and the Trustee *inter alia* recording the terms and conditions of the appointment of the Trustee ("Debenture Trustee Agreement") acting on behalf of and for the benefit of the Debenture Holders and the deed of hypothecation dated October 3, 2019 executed by and between the Company and the Debenture Trustee *inter alia* recording the terms of creation Security for securing the Secured Obligations in respect of the Debentures.
3. The Parties have decided to amend certain clauses of the Debenture Trust Deed and the Deed of Hypothecation, the details whereof are set out in paragraphs 5 and 6 below ("Proposed Amendments"), in order to comply with provisions of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the provisions of the Securities and Exchange Board of India's Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 bearing reference no. SEBI/HO/DDHS/P/CIR/2021/613.
4. Without prejudice to the generality of the foregoing, the Company seeks the consent of the Debenture Trustee for certain amendments to the Debenture Trust Deed in relation to the aforesaid, which are as follows:
5. **Amendments to the Debenture Trust Deed**
- 5.1 Clauses of the Debenture Trust Deed set out in the first column (*Clause Reference*) of the table set out hereinafter (which currently reads as set out in the second column (*Existing Provision*) of the table set out hereinafter) shall be amended to read as set out in the third column (*Amended Provision*) of the table set

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Kotak Mahindra Investments Ltd.

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 3rd Floor 12BKC, Plot C-12
 G Block, Bandra Kurla Complex
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 F +91 022 62215400
 www.kotak.com

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


out hereinafter:

Clause Reference	Existing Provision	Amended Provision
1.1(r)	" Disclosure Document " shall mean the disclosure document(s) issued by the Company, from time to time or any other information memoranda that may be issued by the Company, setting out the principal terms under which the relevant tranche/series of the Debentures are proposed to be issued pursuant to this Deed and includes any amendment(s) and supplement(s)/ pricing supplement(s) thereto.	" Disclosure Document " shall mean collectively, (i) the Shelf Placement Memorandum for the aggregate Issue; and (ii) the relevant Tranche Placement Memorandum for the issue of Debentures constituting a particular Tranche/Series;

5.2 The following definition of "Shelf Placement Memorandum" shall be inserted as Clause 1.1 (fffA) after Clause 1.1(fff) (*Security Enforcement Event*) and before Clause 1.1 (ggg) (*Successor Trustee*):

"Shelf Placement Memorandum" shall mean the placement memorandum (or any other document of a similar nature as may be specified by SEBI in this regard from time to time), in relation to the Debentures to be issued by the Company on a private placement basis, in one or more tranches over a period of 1 (one) year, by issuing a Tranche Placement Memorandum and without the requirement of issuing a further placement memorandum, in terms of the Securities and Exchange Board of India (*Issue and Listing of Non-Convertible Securities*) Regulations, 2021."

5.3 The following definition of "Tranche/ Series" shall be inserted as Clause 1.1 (III) after Clause 1.1 (kkk) (*Transaction Documents*):

"(III) "Tranche/ Series" shall mean any tranche or series of Debentures issued, under which Debentures are to be issued pursuant to the Debenture Trust Deed, the relevant Tranche Placement Memorandum and Private Placement Offer cum Application Letter, in terms of the Securities and Exchange Board of India (*Issue and Listing of Non-Convertible Securities*) Regulations, 2021."

5.4 The following definition of "Tranche Placement Memorandum" shall be inserted as Clause 1.1 (mmm) after Clause 1.1(III) (*Tranche*):

"(mmm) "Tranche Placement Memorandum" means the document supplementing the Shelf Placement Memorandum, whereby subscription to Debentures with respect to a particular Tranche is invited by the Company on a private placement basis, in terms of the Securities and Exchange Board of India (*Issue and Listing of Non-Convertible Securities*) Regulations, 2021."

The following clause shall be inserted as Clause 5A after Clause 5 (*Listing of the Debentures*) and before Clause 6.1 (*Creation of Security*).

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5A Pre-Authorisation

5A.1 in accordance with the terms of the Securities and Exchange Board of India's Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security

Kotak Mahindra Investments Ltd.

CIN U65900MH1998PLC047986
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G Block, Bandra Kurla Complex
Bandra (East), Mumbai- 400 051

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Bandra Kurla Complex
Bandra (E), Mumbai - 400 051
India.



Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 bearing reference no. SEBI/HO/DDHS/P/CIR/2021/613, the Company hereby submits the following bank account details from which it proposes to pay the Redemption Amount and Coupon amounts in respect of the Debentures."

S.no	Particulars	Details
1.	Beneficiary Name	Kotak Mahindra Investments Limited
2.	Name of bank	Kotak Mahindra Bank Limited
3.	Account number	09582560000021
4.	Branch address, including the email address and phone no.	Branch Address : 1st Floor, Baktawar, 229, Nariman Point, Mumbai 400021 Email id : csmtortgbo@kotak.com Tel No: 022-66596377
5.	Account Type	Current Account

"5A.2 The Company hereby pre-authorises the Debenture Trustee to seek the Coupon payment and Redemption Amount payment related information. The Company hereby agrees to submit a letter to the Debenture Trustee, duly acknowledged by the aforesaid bank agreeing to provide Coupon payment and Redemption Amount payment related information in relation to the Debentures from the aforesaid bank to the Debenture Trustee. The Company hereby further agrees and undertakes that it shall also inform the Debenture Trustee of any change in aforesaid bank details within the timeline specified by SEBI of such change and the Debenture Trustee shall act upon such change only upon submission of the duly acknowledged and accepted pre-authorisation letter from the successor /new account bank. The Company shall cause the new account bank to acknowledge and agree for the same."

5.6 On and from the effective date of the amendments, references to the term "Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008" in the Debenture Trust Deed shall be deemed to include "Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021" and the "Securities and Exchange Board of India's Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 (bearing reference no. SEBI/HO/DDHS/P/CIR/2021/613, as the context may require, and as may be amended or supplemented from time to time.

6. It is hereby clarified that all the terms of the Deed of Hypothecation dated 3rd October, 2019 shall remain valid and be applicable *ipso facto* to the issuance of Debentures made by the Company under the Shelf Placement Memorandum and the respective Tranche Placement Memorandums.

7. For the avoidance of doubt, it is hereby clarified that the Proposed Amendments set out in clauses above shall be effective from the date of execution of the amendment deeds in respect of the Proposed Amendments.

8. It is hereby clarified that the numbering of the following clauses in the Debenture Trust Deed shall be corrected as mentioned below:

- (i) In Clause 1.1 (a) (*Acceleration Event*) where reference is made to "Clause 14.21.1(c)", the same shall be replaced with the term "Clause 14.2 (c)".
- (ii) In Clause 1.1 (u) (*EOD Determination Notice*) where reference is made to "Clause 14.21.1(b)", the same shall be replaced with the term "Clause 14.2 (b)".

Kotak Mahindra Investments Ltd.

CIN U65500MH1988PLC047926

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F +91 022 62215400

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Registered Office:

27BKC, C 27, G Block

Bandra Kurla Complex

Bandra (E), Mumbai - 400 051

india.





Kotak Mahindra Investments

- (iii) In Clause 1.1 (v) (*EOD Notice*) where reference is made to "Clause 14.21.1 (a)", the same shall be replaced with the term "Clause 14.2 (a)".
- (iv) In Clause 1.1 (fff) (*Security Enforcement Event*) where reference is made to "Clause 14.31.1 (b)", the same shall be replaced with the term "Clause 14.3 (b)".
- (v) In Clause 1.1 (ggg) (*Successor Trustee*) where reference is made to "clause 2.2(a) 1.1 (a)", the same shall be replaced with the term "Clause 2.2 (a)".
- (vi) In Clause 7.8 (*Preservation of Mortgage Property*) where reference is made to "Clause 12.21.1.(g)", the same shall be replaced with the term "Clause 12.2 (g)".

Yours truly
FOR KOTAK MAHINDRA INVESTMENTS LIMITED

Authorised Signatory



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Kotak Mahindra Investments Ltd.

CIN U65900MH1988PLC047986
3rd Floor, 12BKC, Plot C-12
G Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

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Bandra Kurla Complex
Bandra (E), Mumbai - 400 051
India.

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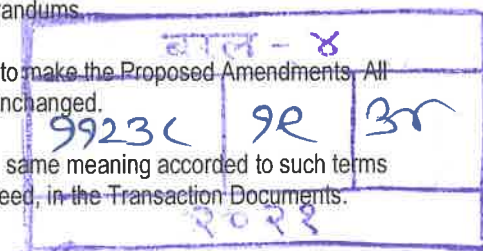
Date: August 31, 2021

To,
Kotak Mahindra Investments Limited
12 BKC, 3rd Floor, Plot C-12, G Block, BKC,
Bandra East, Mumbai 400051
Kind Attn: Mr. Hiren Vora


Dear Sir,

Re: Consent for certain amendments with respect to the documents executed in relation to the issuance of secured, redeemable, non-convertible debentures, aggregating up to Rs. 6500,00,00,000/- (Rupees Six Thousand and Five Hundred Crores only) by Kotak Mahindra Investments Limited (the "Company"/ "Issuer").

1. We refer to the issuance of secured, redeemable, non-convertible debentures, aggregating up to Rs. 6500,00,00,000/- (Rupees Six Thousand and Five Hundred Crores only) by the Company ("**Debentures**"), in dematerialised form on a private placement basis in one or more series/tranches. Capitalised terms used in this letter but not defined herein shall have the meaning assigned to such terms in the Debenture Trust Deed.
2. We also refer to the debenture trust deed dated October 03, 2019 as amended by the Amendment Deed to the debenture trust cum mortgage deed dated February 9, 2021, executed by and between the Company and IDBI Trusteeship Services Limited, acting in the capacity of the debenture trustee ("**Debenture Trustee**") *inter alia* recording the terms and conditions of the Debentures ("**Debenture Trust Deed**"), the trustee agreement dated October 03, 2019 executed by and between the Company and the Trustee *inter alia* recording the terms and conditions of the appointment of the Trustee ("**Debenture Trustee Agreement**") acting on behalf of and for the benefit of the Debenture Holders and the deed of hypothecation dated October 3, 2019 executed by and between the Company and the Debenture Trustee *inter alia* recording the terms of creation Security for securing the Secured Obligations in respect of the Debentures.
3. We refer to the letter dated August 27, 2021 issued by the Company and addressed to us ("**Request Letter**"), wherein our consent has been sought by the Company with respect to the Proposed Amendments (as defined in the Request Letter) in respect of the Debentures, pursuant to Applicable Law, along with any consequential changes in this respect as set out in further detail in paragraphs 5 and 6 of the Request Letter. The Request Letter issued by the Company is annexed hereto and marked as **Annexure I**.
4. We hereby provide our consent to making of the Proposed Amendments and any consequential changes under the Transaction Documents that may be required in this regard to the extent set out hereinbelow and under paragraphs 5 and 6 of the Request Letter, upon the terms and conditions as set out in this letter.
5. We hereby acknowledge and agree that all the terms of the Deed of Hypothecation dated October 3, 2019 shall remain valid and be applicable *ipso facto* to the issuance of Debentures made by the Company under the Shelf Placement Memorandum and the respective Tranche Placement Memorandums.
6. We confirm that this communication constitutes our agreement in writing to make the Proposed Amendments. All other terms and provisions of the Transaction Documents shall remain unchanged.
7. Capitalised terms used in this letter but not defined herein shall have the same meaning accorded to such terms in the Debenture Trust Deed and if not defined in the Debenture Trust Deed, in the Transaction Documents.



Yours truly
For **IDBI TRUSTEESHIP SERVICES LIMITED**



Authorised Signatory
Name: Paridhi Doshi
Designation: Sr. Manager

Enclosed:
Annexure I: Request Letter



बरल - ४		
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INCOME TAX PAN SERVICES UNIT

(Managed by NSDL e-Governance Infrastructure Limited)

5th Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony,
Near Deep Bungalow Chowk, Pune - 411 016.

F. No. DIT(S)/PAN/ITMN_REG



Dear Sir / Madam,

Permanent Account Number (PAN)

AAACH1075K



Your request for changes / corrections in PAN data / reprint of PAN card has been processed and new PAN card is enclosed.

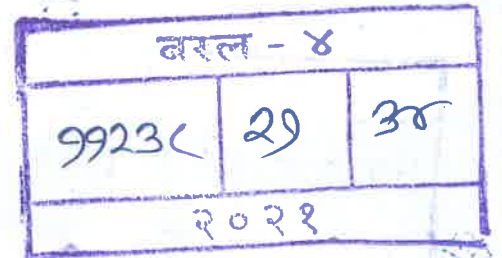
We wish to inform you that quoting of PAN on return of income and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN in all communications with department as it helps to improve taxpayer services.

Income Tax Department maintains a website - www.incometaxindia.gov.in and Aayakar Sampark Kendra (Phone - 1800 - 180 - 1961) for providing information and services to citizens. This site contains detailed information on PAN also.

Income Tax Department

PKG ID : PCC / 00013 / 04072014_01 / BLU
MUM / 332 / 8820302137872251191 / 110064490
KOTAK MAHINDRA INVESTMENTS LIMITED

KOTAK MAHINDRA INVESTMENTS LIMITED,
C-27, G BLOCK, 27 BKC,
BANDRA KURLA COMPLEX, BANDRA EAST,
MUMBAI,
MAHARASHTRA - 400051
TEL. NO.: 22 - 67594924



(This being a computer-generated letter, no signature is required)

आयकर विभाग भारत सरकार
 INCOME TAX DEPARTMENT GOVT. OF INDIA
 KOTAK MAHINDRA INVESTMENTS LIMITED

05/07/1988
 Permanent Account Number
AAACH1075K

04072014



(Handwritten signature)

बरल - ४		
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भारतीय विशिष्ट पहचान प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

नामांकन क्रम / Enrollment No 1207/28103/02407

To,
 हिरन चंद्रकांत वोरा
 Hiren Chandrakant Vora
 S/O: Chandrakant Vora
 25 B / 33 Takshila
 Mahakall Caves Road
 Andheri East
 Mumbai
 Chakala Midc Mumbai Mumbai
 Maharashtra 400093
 9820699937

Ref: 229 / 16A / 103779 / 104285 / P



SH786000035FT



आपका आधार क्रमांक / Your Aadhaar No. :

7095 5623 4998

आधार - आम आदमी का अधिकार



भारत सरकार
 Government of India

हिरन चंद्रकांत वोरा
 Hiren Chandrakant Vora
 जन्म तिथि / DOB : 14/10/1979
 पुरुष / Male



7095 5623 4998

आधार - आम आदमी का अधिकार

(Handwritten signature)

(Handwritten mark)

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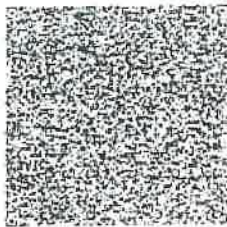
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नदिणी क्रमांक: Enrolment No.: 1018/22019/02364

Download Date: 18/10/2020

To
श्री राजेंद्र जोशी
Jay Rajendra Joshi
S/O Rajendra Joshi
104, Imur CHSL
Jay Prakash Road
Aundhion W/O
Sahakar Nagar
Mumbai
Aundh Nagar
Mumbai Maharashtra - 400053
9920913248

Issue Date: 13/07/2019



आपला आधार क्रमांक / Your Aadhaar No. :

6121 1250 3524

VID : 9146 8505 4695 0875

माझे आधार, माझी ओळख



भारत सरकार
Government of India



श्री राजेंद्र जोशी
Jay Rajendra Joshi
कम क्रमांक: 009, 31/01/1976
पुरुष: MALE

Issue Date: 13/07/2019

6121 1250 3524

VID : 9146 8505 4695 0875

माझे आधार, माझी ओळख



- Aadhaar is a proof of identity /not of citizenship
- Verify identity using Secure QR Code/ Online XML / Online Authentication
- This is electronically generated letter.

- आपला आधारसह वेळोवेळी
- आपला आधारसह विविध सरकारी आणि खासगी सेवा सुलभतेने घेण्यास मदत करते
- आपला मोबाइल नंबर आणि ईमेल अथवा अन्य सोशल मीडिया अडव्हेसत ठेवा
- आपल्या स्मार्ट फोनवरचा आपला घात - mAadhaar App वापरा

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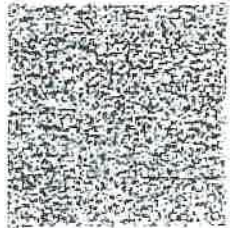


अद्वितीय पहिचान अधिकार संस्था
Unique Identification Authority of India



पत्ता:
S/O राजेंद्र जोशी, 104, इमुर चोली, बोरीवली
मिडिल सेक्टर, मुंबई शहर, महाराष्ट्र, भारत (पु.)
पिन: ४०००५३
दूरध्वनी: ४०००५३

Address:
S/O Rajendra Joshi, 104, Imur CHSL, Jay
Prakash Road, Sahakar Nagar, Aundhion W/O,
Mumbai, Mumbai,
Maharashtra - 400053



6121 1250 3524

VID : 9146 8505 4695 0875

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2021

J.R. Joshi

J.R. Joshi

31990/ITSL/OPR/2021-22

Date: August 30, 2021

TO WHOM SO EVER IT MAY CONCERN

Sub: Authority –To execute/register documents of M/s. Kotak Mahindra Investments Ltd on behalf of IDBI Trusteeship Services Limited (“ITSL”)

This is to certify that, Mr. Meet Soni, **Deputy Manager** whose signature is appended below, is hereby authorized to act on behalf of ITSL, for discharging all its duties including execution and registration of all documents pertaining to M/s. Kotak Mahindra Investments Ltd for the NCD issuance.

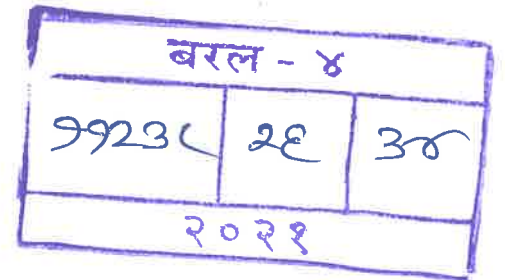
Authorised by,

For **IDBI Trusteeship Services Ltd**


Mr. Ritobrata Mitra
(AVP, Marketing & Operations)

Appended by,


Meet Soni
(Deputy Manager, Marketing & Operations)

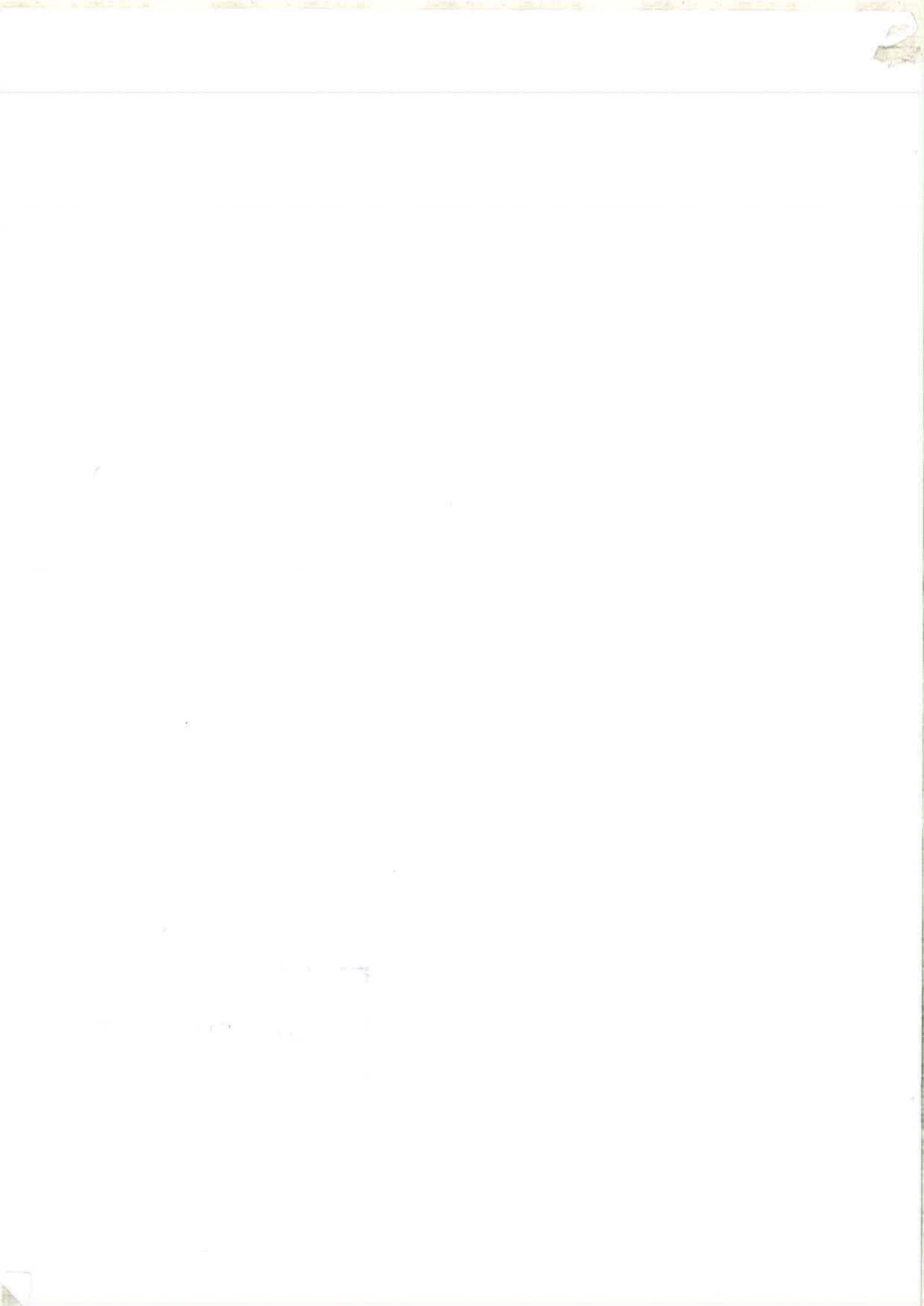




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बरल - ४		
9923C	20	38
२०२१		



भारत सरकार
Government of India

मीत प्रफुल सोनी
Meet Praful Soni
जन्म वर्ष / Year of Birth : 1993
पुरुष / Male

7539 6093 9823

आधार - सामान्य माणसाचा अधिकार



(Handwritten signature)

आधार
आधार

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता S/O: प्रफुल सोनी, ए/01
आकांक्षा गलाक्सी, आचोले रोड, अंबिका
अपार्टमेंट मागे, डोन लेन, वसई, ठाणे,
नालासोपारा इस्ट, महाराष्ट्र, 401209

Address: S/O: Praful Soni, A/01
Aakanksha Galaxy, Achole Road,
Behind Ambika Apartment, Done
Lane, Vasai, Thane, Nallosapara
E, Maharashtra, 401209

7539 6093 9823

1847
1800 300 1847

help@uidai.gov.in

www.uidai.gov.in

बरल - ४		
११२३८	२८	३४
२०२१		


भारत सरकार
Government of India


राजू गजानन साळवी
Raju Gajanan Salvi
जन्म तारीख / DOB : 28/01/1981
पुरुष / Male



4453 8309 3335

आधार - सामान्य माणसाचा अधिकार






आधार

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता
ए-403, कमल गंगा अपार्टमेंट, नवघर
रोड, दत्त मंदिर जवळ, नवघर गाव,
ठाणे, भायंदर ईस्ट, महाराष्ट्र.
401105

Address:
A-403, Kamal Ganga Apartment,
Navghar Road, Near Datta
Mandir, Navghar Gaon, Thane,
Bhayander East, Maharashtra,
401105

4453 8309 3335

 1947
1800-309-1947

 help@uidai.gov.in

 www.uidai.gov.in

बरल - ४

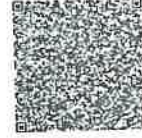
9923L	2E	38
२०२१		



भारत सरकार
GOVERNMENT OF INDIA



सुधाकर शिवराम गावखडकर
Sudhakar Shivram Gavkhadkar
जन्म तारीख/DOB: 24/04/1970
पुरुष/ MALE
Mobile No: 9820799677
3349 0618 0023
VID : 9157 3718 0144 7074



माझे आधार, माझी ओळख

(Handwritten signature)



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Download Date: 04/07/2019

पत्तो:

C/O शिवराम गावखडकर, फ्लॉट नं 602 6 मजला ए विंग
ग्लोरी सीएचएस लि, राजाजी पथ, मादव्ही बंगला जवळ,
डोमिवली पूर्वा, कल्याण, ठाणे,
महाराष्ट्र - 421201

Address :

C/O Shivram Gavkhadkar, Flat No 602 6th Floor A
Wing Glory CHS LTD, Rajaji Path, Near Madhavi
Dunglow, Dombivli East, Kalyan, Thane,
Maharashtra - 421201



Generation Date: 29/05/2019



1947
1800 300 1947



help@uidai.gov.in



www.uidai.gov.in

P.O. Box No 1947,
Bongaluru-560 001

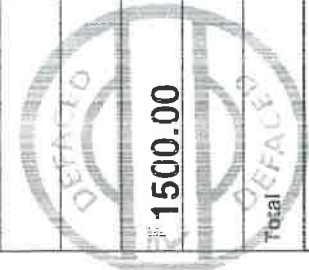
बरल - ४		
99236	30	38
२०२१		



CHALLAN
MTR Form Number-6

GRN	MH0056688345202122P	BARCODE		Date	31/08/2021-21:28:07	Form ID	25.1
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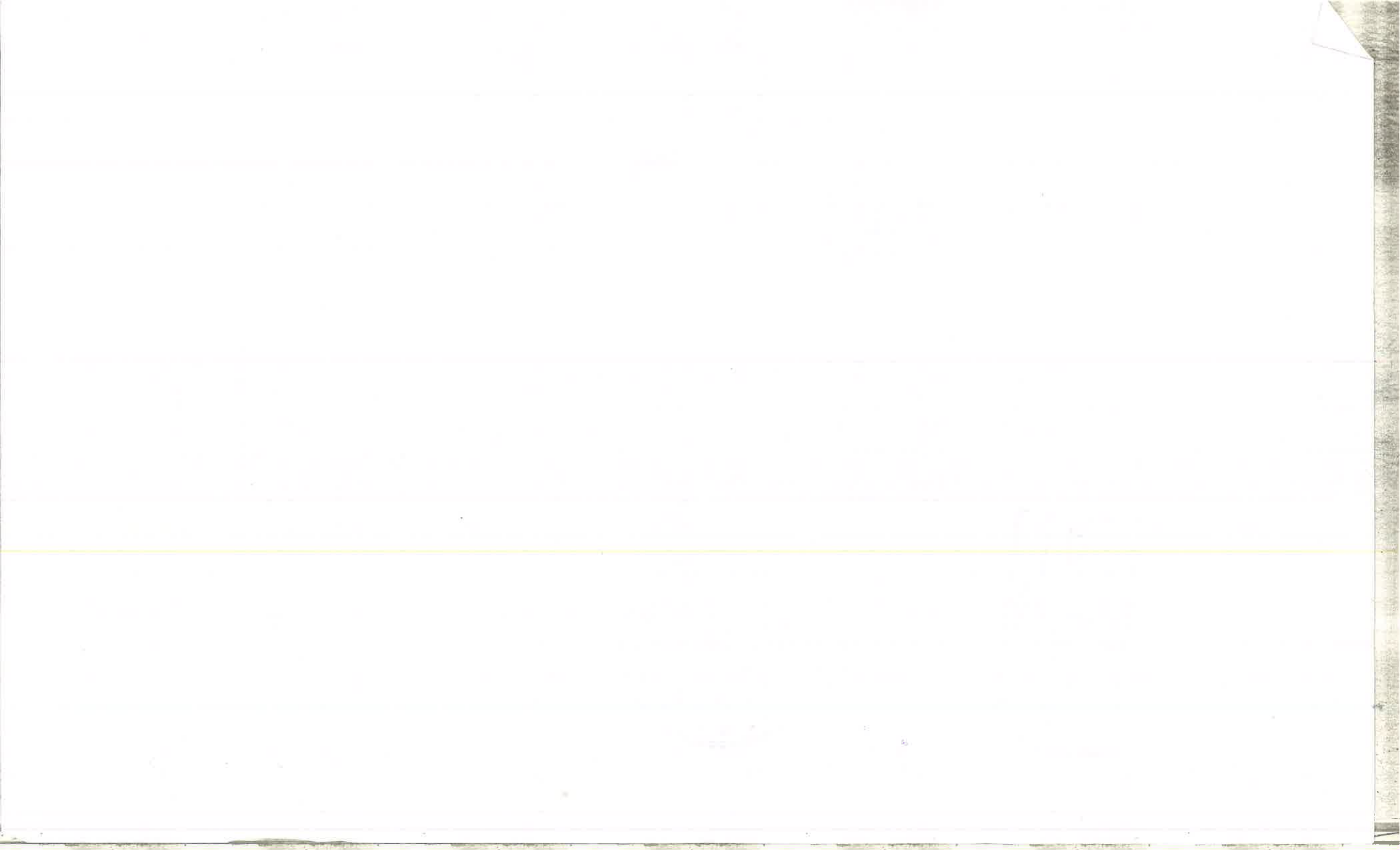
Department		Inspector General Of Registration		Payer Details			
Type of Payment		Stamp Duty Registration Fee		TAX ID / TAN (If Any)			
Office Name		BRL4_JT_SUE REGISTRAR BORIVALI NO 4		PAN No.(If Applicable)			
Location		MUMBAI		Full Name		KOTAK MAHINDRA INVESTMENT LTD	
Year		2021-2022 One Time		Flat/Block No.		AS MENTIONED IN THE DOCUMENT	
Account Head Details		Amount In Fis.		Premises/Building		AS MENTIONED IN THE DOCUMENT	
0030045501	Stamp Duty	500.00		Road/Street		AS MENTIONED IN THE DOCUMENT	
0030063301	Registration Fee	1000.00		Area/Locality		MUMBAI	
Total		1,500.00		Town/City/District		MUMBAI	
PIN				PIN		4 0 0 0 5 1	
Remarks (If Any)		SERVICES					
SecondPartyName=IDBI		LTD -CA=0-Marketval=0					
Amount In		One Thousand Five Hundred Rupees Only					
Words		1,500.00					
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	10000502021083105235		5028942812238	
Cheque/DD No.		Bank Date	RBI Date	31/08/2021-21:28:46		Not Verified with RBI	
Name of Bank		Bank-Branch		STATE BANK OF INDIA			
Name of Branch		Scroll No. , Date		Not Verified with Scroll			



Department ID: 9820799677
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 ११२३८ ३९ २०२१



Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-387-11238	00027165-1202122	01/09/2021-12:45:50	IGR193	500.00
2	(IS)-387-11238	00027165-1202122	01/09/2021-12:45:50	IGR193	1000.00
Total Defacement Amount					1,500.00



387/11238

बुधवार, 01 सप्टेंबर 2021 12:46 म.नं.

दस्न गोपबारा भाग-1

वरल-4

दस्न क्रमांक: 11238/2021

दस्न क्रमांक: वरल-4 /11238/2021

वाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क रु.500/-

नोंदणी फी माफी अनल्याम तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. मह. दु. नि. वरल-4 यांचे कार्यालयाने

पावती दिनांक: 01/09/2021

अ.क्रं. 11238 वर दि.01-09-2021

मादरकारणारे नाव: - - कर्ज देणार -आयडीव्हीआय ट्रेस्टीशीप मॉडिमेम ली
तर्फे डेप्युटी मॅनेजर मीत मोनी

रोजी 12:29 म.नं. बा. हजर केला.

नोंदणी फी

रु. 1000.00

दस्न हाताळणी फी

रु. 680.00

पृथांची संख्या: 34

दस्न हजर करणाऱ्याची मही:

संख्या: 1680.00

मह दु.नि.का-बोरीवली4

मह दु.नि.का-बोरीवली4

दस्नाचा प्रकार: मॉर्नीमंठी अॅप्रीमंट

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न
केलेल्या कोणत्याही नागरी क्षेत्राने

शिक्का क्रं. 1 01 / 09 / 2021 12 : 29 : 13 PM ची वेळ: (मादरीकरण)

शिक्का क्रं. 2 01 / 09 / 2021 12 : 38 : 26 PM ची वेळ: (फी)

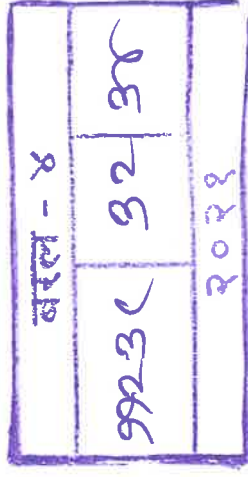
प्रतिज्ञापत्र

सदर दस्तावेज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस
दाखल केलेला आहे. दस्तावील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व
सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्तावी सत्यता, वैधता
कायदेशीर बाबिसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.



लिहून देणार

लिहून घेणार







01/09/2021 12:58:16 PM

दम्न गोपवारा भाग-2

वरन-4
दम्न क्रमांक:11238/2021दम्न क्रमांक:वरन-4/11238/2021
दम्नचा प्रकार:माल्नीमॅट्री अॅग्रीमेंट

अनु क्र. पक्षकाराचें नाव व पत्ता पक्षकाराचा प्रकार

झायाचित्र अंगठ्याचा उमा

1 नाव:- कर्ज देणार -आयडीबीआय ट्रेडिशीप सर्विसिम व्ही तर्फे डेय्युटी लिहून देणार
मॅनेजर मॅन मोनी वय :-28पत्ता:प्लॉट नं. , माळा नं. तळ मजला, इमारतीचें नाव पश्चिम
विल्डींग ब्लॉक नं. 17, आर. कुमारी मार्ग, मुंबई, रोड नं. ,
महाराष्ट्र, मुम्बई.

पॅन नंबर:AAAC18912J

2 नाव:- कर्ज देणार -- कोटक महिंद्रा इन्व्हेस्टमेंट ली तर्फे ऑथोर्गईज लिहून देणार
मिस्ट्री व्हीन व्हांग वय :-41पत्ता:प्लॉट नं मी-27, माळा नं. - इमारतीचें नाव: 27 व्ही के सी, वी
ब्लॉक, ब्लॉक नं: बांद्रा कुर्बा कॉम्प्लेक्स, बांद्रा पु. मुंबई, रोड नं. -
महाराष्ट्र, मुम्बई.

पॅन नंबर:AAACH1075K

3 नाव:- कर्ज देणार - कोटक महिंद्रा इन्व्हेस्टमेंट ली तर्फे ऑथोर्गईज लिहून देणार
मिस्ट्री व्हीन जोगी वय :-45पत्ता:प्लॉट नं मी-27, माळा नं. - इमारतीचें नाव: 27 व्ही के सी, वी
ब्लॉक, ब्लॉक नं: बांद्रा कुर्बा कॉम्प्लेक्स, बांद्रा पु. मुंबई, रोड नं. -
महाराष्ट्र, MUMBAI.

पॅन नंबर:AAACH1075K

वरिल दम्नगोवज करून देणार नशाकधील माल्नीमॅट्री अॅग्रीमेंट चा दम्न गेवज करून दिल्याचें कबूल करुना,
शिक्रा क्र.3 ची वॉल:01 / 09 / 2021 12 : 48 : 42 PM

ओळख:-

घोर्नील इमम अंस निवेदीत करुना की ते दम्नगोवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटविनात

अनु क्र. पक्षकाराचें नाव व पत्ता

झायाचित्र अंगठ्याचा उमा

1 नाव:- - राजु माळवी

वय:40

पत्ता:इंद्रप्रस्थ कॉम्प्लेक्स भाईदर पु

पिन कोड:402105

2 नाव:- - सुशारकर रावखडकर

वय:51

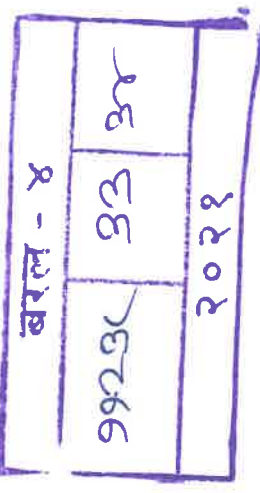
पत्ता:वाडिया गांधी गड कंपनी, एन एन वाडिया विल्डींग, एन एन रोड, फॉर्ट,
मुंबई

पिन कोड:40C001

शिवका क्र.4 ची वेळ:01 / 09 / 2021 12 : 50 : 07 PM

शिक्रा क्र.5 ची वॉल:01 / 09 / 2021 12 : 50 : 56 PM नोंदणी पुस्तक 1 मध्ये

मह. दु. नि. का-वोगीवनी4



Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	KOTAK MAHINDRA INVESTMENT LTD	eChallan	100005020246834652356	MH005688345202122P	500.00	SD	0002716511202122	01/09/2021
2	KOTAK MAHINDRA INVESTMENT LTD	eChallan		MH005688345202122P	1000	RF	0002716511202122	01/09/2021
3		By Cash			680	RF		

(SD:Stamp Duty) [RF:Registration Fee] [DTC:Debitment Handling Charges]

बदल - ४		
११२३८	३४	३४
२०२१		



प्रमाणित करण्यात येते की, या
दस्ताव्याचे एकूण ३४ पाने आहेत.

सह. दुय्यम निबंधक, बोरीवली क्र.-४,
मुंबई उपनगर जिल्हा.

बदल-४/ ११२३८ / २०२१
पुस्तक क्रमांक १, क्रमांक.....ब
नोंदला ०९/०९/२०२१
दिनांक:

सह. दुय्यम निबंधक, बोरीवली क्र. ४,
मुंबई उपनगर जिल्हा.