

PARTIES INVOLVED IN THE ISSUE	
Security Name	10.20% NFL August 2027
Issuer/ Company/Borrower	Navi Finserv Limited (" Navi ")
Type of instrument	Non-Convertible Debentures
Nature of instrument	Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures ("Debentures")
Seniority/ Ranking (Senior/ Subordinated)	Senior
Investor(s)/ Eligible Investor(s)	<ul style="list-style-type: none"> (a) QIBs (b) Banks; (c) Financial Institutions; (d) Mutual Funds (e) Insurance Companies (f) FII and FPIs (g) Companies and bodies corporate including public sector undertakings (h) Provident, pension, gratuity or superannuation funds (i) Individuals (j) Hindu Undivided Families (k) Partnerships/LLPs; and (l) any other investor eligible to invest in the Debentures.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The Debentures are proposed to be listed on the Whole Sale Debt segment of BSE.</p> <p>■ Timing for listing The Debentures are proposed to be listed on the WDM and Capital Markets segment of BSE within the time period prescribed by SEBI under the SEBI Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("SEBI ILNCS Regulations") read with SEBI ILNCS Operational Circular.</p> <p>In case of delay in listing of the debt securities beyond 3 (Three) working days from the Issue Closure Date, the Company will pay penal interest of 1% p.a. (One percent per annum) over the Coupon rate from the Deemed Date of Allotment until the listing of the Debentures is completed.</p> <p>■ Conditions The Issuer shall ensure that the Debentures are in compliance with the SEBI ILNCS Regulations and the SEBI ILNCS Operational Circular</p>
Rating(s)	"Ind Ra A (Stable)"

Base Issue size	issue and allot up to: (i) 25,000 (Twenty Five Thousand) senior, secured, rated, listed, transferable, redeemable, fully paid up, non-convertible debentures of face value of INR 10,000/- (Indian Rupees Ten Thousand only) each amounting up to INR 25,00,00,000/- (Indian Rupees Twenty Five Crores Only), and (ii) a green shoe option to retain oversubscription of up to 10,000 (Ten Thousand) senior, secured, rated, listed, transferable, redeemable, fully paid up, non-convertible debentures of face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each amounting up to INR 10,00,00,000/- (Indian Rupees Ten Crores Only), aggregating to INR 35,00,00,000/- (Indian Rupees Thirty Five Crores Only) at par, for cash, on a private placement basis.
Minimum Subscription and in multiples of thereafter	100 Debentures and 1 Debenture thereafter
Option to retain oversubscription (Amount)	Nil
Objects of the Issue / Purpose for which there is requirement of funds	The proceeds of the issue will be utilized for the following purposes: Onward lending purpose and general corporate purposes
Details of utilization of the proceeds	The Issuer shall utilise the amounts received from the subscription of the Debentures for the agreed purpose. No part of the proceeds from the Issue will be used towards: <ul style="list-style-type: none"> i. any capital market instrument such as equity and equity linked instruments or any other capital market related activities; ii. any speculative purposes; iii. investment in the real estate sector; iv. any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DOR.CRE.REC.No.07/21.04.172/2022-23 dated April 1, 2022 on "Bank Finance to Non-Banking Financial Companies (NBFCs)";or v. in contravention of any applicable law.
Coupon Rate	10.20% (ten point two zero percent) per annum payable monthly
Step Up Coupon	For each notch rating downgrade of the instrument/Issuer there will be a step up of 25 bps; For further clarification, in case the rating from multiple rating agencies is available, upon the downgrade, the lowest rating available for long term borrowing shall be considered for the purpose of calculation of the effective Step-up Coupon Rate. If the rating is restored to original then coupon rate shall be restored too.
Coupon Payment Frequency	Monthly on the 5 th day of every month
Coupon Payment Dates	As set out in the paragraph 47 (c) above of this Key Information Document
Coupon Type	Fixed

Coupon Reset Process	Not applicable, given it's a fixed rate instrument
Day Count Basis	Actual/Actual
Interest on Application Money	Not applicable given the issuance shall be through EBP mechanism
Default Interest Rate	2% (Two percent) per annum over and above the Coupon Rate
Tenor	24 months (twenty-four) from Deemed Date of Allotment
Redemption Date	Means and includes the Early Redemption Date, date on which Mandatory Redemption Amount shall be paid pursuant to the occurrence of a Mandatory Redemption Event, and the Final Redemption Date.
Redemption Amount	The Debentures will be redeemed at par
Redemption Premium / Discount, if any	Not Applicable
Issue price	Debentures will be issued at par
Premium / Discount at which security is issued and the effective yield as a result of such discount.	Debentures will be issued at par
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount	Not Applicable
Put Option Date	Not applicable
Put Option Price	Not applicable
Call Option Date	Not applicable
Call Option Price	Not applicable
Put Notification Time	Not applicable
Call Notification Time	Not applicable
Face value	INR 10,000/- (Indian Rupees Ten Thousand only)
Minimum Subscription and in multiples of thereafter	100 Debentures and 1 Debenture thereafter
Details in relation to re-issuance of this proposed issuance of Debentures under the existing ISIN of the Issuer	Nil

Issue Schedule / Timing	<table border="1" data-bbox="501 304 1345 533"> <tr> <td data-bbox="501 304 1035 360">Issue Opening Date</td> <td data-bbox="1035 304 1345 360">August 04, 2025</td> </tr> <tr> <td data-bbox="501 360 1035 416">Issue Closing Date</td> <td data-bbox="1035 360 1345 416">August 04, 2025</td> </tr> <tr> <td data-bbox="501 416 1035 472">Issue Pay-in Date</td> <td data-bbox="1035 416 1345 472">August 05, 2025</td> </tr> <tr> <td data-bbox="501 472 1035 533">Deemed Date of Allotment</td> <td data-bbox="1035 472 1345 533">August 05, 2025</td> </tr> </table>	Issue Opening Date	August 04, 2025	Issue Closing Date	August 04, 2025	Issue Pay-in Date	August 05, 2025	Deemed Date of Allotment	August 05, 2025
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Issue Closing Date	August 04, 2025								
Issue Pay-in Date	August 05, 2025								
Deemed Date of Allotment	August 05, 2025								
Settlement mode of the Instrument	Banking channels								
Depository	NSDL & CDSL								
Disclosure of Interest/ redemption dates	As set out in As set out in the paragraph 47 (c) above of this Key Information Document								
Record Date	The date 15 Calendar Days prior to any Redemption date or Interest Payment date, as the case may be, on which the determination of the persons entitled to receive Redemption Amount/ Interest Amount, as the case may be, in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL records) shall be made.								
All covenants of the issue (including side letters, accelerated payment clause, etc.)	<p>Reporting Covenants</p> <ol style="list-style-type: none"> 1. Quarterly Reports – within 45 (Forty Five) calendar days from the end of each financial quarter <ol style="list-style-type: none"> a. Financials and other operational metrics as per the requirement and format agreed with the Debenture Trustee from time to time b. Financial covenant compliance certificate signed by a Director or the Chief Financial Officer or authorized signatory 2. Half Yearly Reports – <p>At the end of each Half Year along with the half yearly financial results, certificate from the independent chartered accountant/authorised signatory of the Issuer giving the value of receivables/book debts including compliance with the covenants of the Disclosure Document.</p> 3. Annual Reports – within 180 (One Hundred and Eighty) calendar days from the end of each financial year <ol style="list-style-type: none"> a. Audited financial statements of Issuer along with Promoter/Holding Company, if any. 4. Event Based Reports – within 10 (Ten) Business Days of the event occurring <ol style="list-style-type: none"> a) Change in Shareholding structure 								

- b) Change in the constitutional documents of the Company
- c) Change in the composition of its Board of the Issuer
- d) Change in the Directors of the Company
- e) Any fraud amounting to more than 5% (five percent) of the Asset under Management (including the managed portfolio) of the Issuer
- f) Material Adverse Effect
- g) Any dispute, litigation, investigation or other proceeding against the issuer which could result in a Material Adverse Effect
- h) Winding up proceedings
- i) Any Event of Default or Potential Default, and any steps taken/ proposed to remedy the same.
- j) Any prepayment or notice of any prepayment of any Indebtedness of the Issuer.
- k)** Commencement of any new segment of business other than the financial services and which is not as per the Constitutional Documents of the Issuer

Affirmative Covenants

1. To comply with corporate governance, fair practices code prescribed by the RBI
2. Notification of any Material Adverse Effect or Event of Default;
3. Obtain, comply with and maintain all licenses / authorizations
4. Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold to be finalized during documentation) against the issuer which may impact the ordinary course of business of the Company.
5. Maintain internal control for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes.
6. Permit with reasonable notice to the Company, visits and inspection of books of records, documents and accounts to Debenture Trustee on an annual basis.
7. Comply with monitoring requests/calls from Debenture Trustee on a quarterly basis.
8. Issuer must abide by the rating covenant.

Negative Covenants

The Company shall not without the prior written permission of the Debenture Trustee, do or undertake to do any of the actions as mentioned below.

1. M&A, acquisition, restructuring, amalgamation over and above 10% of the Net worth of the Company in a financial year
2. Other than as set out in 1 above, the Company shall not, enter into any transaction of merger, de-merger, consolidation, re- organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.
3. The Company will not purchase or redeem any of its issued shares except equity shares allotted under ESOP scheme of the Company or reduce its share capital.
4. The Company shall not undertake to guarantee the liabilities of any individual or entity save and except in case of ordinary course of business
5. Company shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect. The above does not apply to any changes to effect an increase in authorised share capital and any changes to the articles of association to reflect the terms of any equity infusion or strategic sale.
6. Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business
7. No declaration or payment of dividend, if an Event of Default has occurred and is subsisting
8. Not undertake any new major new business outside financial services or any diversification of its business outside financial services
9. Parent and Individual Promoter to maintain their minimum shareholding in the Issuer and Parent respectively to not go below the minimum shareholding and maintain directorship.

The Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing more than 51% (fifty one percent) of the outstanding principal amounts of the Debentures provide their consent, within a period of 30 (thirty) Business Days from the date of receipt of such request/notification from the Debenture Trustee.

Financial Covenants

- 1) The capital adequacy ratio (as defined in NBFC Regulations) shall be 20% and Tier I CAR shall be $\geq 18\%$, as per RBI regulations
- 2) Gross NPA shall not exceed 5% (Five Percent).
- 3) Net NPA net shall not exceed 3% (Three Percent).

	<p>4) Total Debt to Tangible Net worth shall not exceed 4 times.</p> <p>5) Cumulative mismatches in ALM should be positive for all buckets upto 1 year</p> <p>6) Minimum standalone net worth of INR 2800 Crs</p> <p>7) The exposure of the Issuer to its top 20 borrowers shall not exceed 5% of its Net worth.</p> <p>8) The exposure of the Issuer to its top 30 unsecured borrowers shall not exceed 1% of its Net worth</p> <p>9) GNPA (as per Ind AS)/ Net worth should not exceed 12%</p> <p>Tangible Networkth means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments. goodwill, deferred tax assets, FLDG on managed portfolio and other intangible assets.</p> <p>It is hereby clarified that all of the above Financial Covenants shall be tested on a quarterly basis i.e. on March 31, June 30, September 30 and December 31 of each Financial Year during the tenor of the Debentures, starting from September 30, 2025, on a standalone balance sheet until the Final Redemption Date of the Debentures.</p> <p>The Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing more than 51 % (fifty percent) of the outstanding principal amounts of the Debentures provide their consent upon receipt of such request/notification from the Debenture Trustee.</p>
<p>Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/hypothecation/mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation</p>	<p>The amounts outstanding under the Debentures shall be secured on a first ranking exclusive and continuing charge basis by way of hypothecation in favour of the Debenture Trustee for the benefit of the Debenture Holders over loan receivables identified from time to time, present and future, of the Issuer that fulfil the eligibility criteria set out here below under the heading 'Eligibility Criteria' ("Hypothecated Assets") with the prescribed Minimum Security Cover on or prior to the Deemed Date of Allotment.</p> <p>Company shall file CHG-9 within 30 days from execution of the Deed of Hypothecation.</p> <p>Minimum Security Cover 1.10x (One point one zero times)</p> <p>The outstanding principal amount, together with accrued interest, if any including for the ensuing month end, default interest, remuneration of the Trustee, charges, fees, expenses and all other monies due from the Company, shall be secured by (to the satisfaction of the Debenture Holders) by a first ranking and exclusive charge of 1.10x over (including but not limited to) receivables, including present and future receivables ("Company's Receivables") which are free from any encumbrances/charge/lien;.</p> <p>The Issuer shall on a monthly basis hypothecate additional loans and/or replace such loans constituting the Hypothecated Assets that do not comply with the prescribed eligibility criteria, with loans that meet the</p>

	<p>eligibility criteria set out under heading “Hypothecation” to the Debenture Trustee such that the principal amounts outstanding under the loans constituting the Hypothecated Assets shall not be less than 1.10x (One decimal point one zero times) of the aggregate amount of principal outstanding and the accrued interest amounts, if any, under the Debentures. Any additional loans added pursuant to the above to secure the Debentures shall be considered as part of the Hypothecated Assets.</p>
<p>Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document</p>	<p>Any failure to create and perfect security over the Hypothecated Assets within the timelines set out in the Transaction Documents shall attract 2% p.a. (two percent) p.a. additional interest payable monthly over the Coupon rate and give an option to the Debenture holders for early redemption.</p>
<p>Transaction Documents</p>	<ol style="list-style-type: none"> 1. General Information Document / Key Information Document (including all disclosures as required under form PAS 4) 2. Debenture Trustee Agreement 3. Debenture Trust Deed 4. Deed of Hypothecation 5. Power of Attorney to the Deed of Hypothecation 6. Company Undertaking, if any 7. Resolutions <p>Resolutions means collectively,</p> <ol style="list-style-type: none"> a. Special resolution of the shareholders of the Company under Section 180(1)(a) of the Companies Act, 2013; if applicable b. Special resolution of the shareholders of the Company under Section 180(1)(c) of the Companies Act, 2013; if applicable c. Board resolution of the board of directors of the Company under Section 42 and other applicable provisions of the Companies Act, 2013 and Rules thereunder; d. Special resolution of the shareholders of the Company under the applicable provisions of the Companies Act, 2013 and Rule 14(2) and other applicable provisions of Companies (Prospectus and Allotment of Securities) Rules, 2014. e. Board/ Committee resolution approving the issuance.
<p>Conditions Precedent To Disbursement</p>	<ol style="list-style-type: none"> 1. Certified true copy of the constitutional documents and authorizations of the Issuer- Resolution of the shareholders of the Company under 180(1)(c) of the Act, Resolution of the shareholders of the Company under Section 42 of the Act as applicable 2. Certified true copy Board/ Committee resolution approving the issuance and listing of the Debentures

	<ol style="list-style-type: none"> 3. Certified true copy of the resolution of the shareholders of the Issuer under section 180(1)(a), section 180(1)(c), and section 42 of the Companies Act, 2013 4. Certified true copy of the certificate of registration as a NBFC obtained by the Company from the RBI 5. Copies of the Form MGT-14, pertaining to the resolution passed by the shareholders of the Company 6. Receipt of all applicable consents/no-objection certificates by the Company from its existing lenders (as applicable) 7. Evidence of receipt of ISIN 8. Evidence of payment of the stamp duty on Debentures 9. Execution of Term Sheet 10. Credit Rating Letter(s) along with Rating Rationale 11. Debenture Trustee Consent Letter 12. RTA Consent letter 13. Execution of PAS 4 14. Execution of Debenture Trustee Agreement (DTA), Deed of Hypothecation (DOH), and Debenture Trust Deed (DTD) 15. Enabling clause in the AOA of the Issuer to allow appointment of a Nominee Director by the Debenture Trustee 16. All required documents for the purpose of satisfying its know your customer requirements 17. Circulation of Disclosure Documents along with the necessary annexure 18. Due Diligence Certificate in 'Annexure A' as issued by the Debenture Trustee 19. Audited account statements for the most recent financial year or audited financial half-year 20. A certificate from an independent chartered accountant 21. In-principle listing approval from the exchange 22. Execution of listing agreement and tripartite agreements 23. Security Creation in accordance with the Operational guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT) dated March 29, 2022, and ancillary Circulars issued by SEBI thereof 24. Receipt of all necessary approvals
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	25. Such other undertaking as may be required by the Debenture Holder(s)
Conditions Subsequent To Disbursement	<ol style="list-style-type: none"> 1) The Issuer shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 5 along with the list of allottees and Form PAS 3 along with requisite fee within prescribed timelines 2) An end-use certificate from an independent Chartered Accountant 3) The Issuer shall ensure credit of demat account(s) of the allottee(s) with the number of Debentures allotted within T+2 as may be the settlement mechanism. 4) Perfection of charge over the Hypothecated Assets within and no later 30 (Thirty) calendar days from the date of execution of the Debenture Trust Deed 5) Due Diligence Certificate in 'Annexure B' as issued by the Debenture Trustee. 6) Signed Legal opinion from legal counsel within 30 days from the Deemed Date of Allotment 7) Listing of Debentures in accordance with applicable listing timeline. 8) The Issuer shall ensure compliance with SEBI / Companies Act 2013 (as applicable) for issuance and listing of Debentures.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>Customary for financings of this nature, including but not limited to:</p> <p>Any default on part of the Issuer to make payment of any amount that has become due and payable under the Transaction Documents;</p> <ol style="list-style-type: none"> i) Debentures are not redeemed in full, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents by the Maturity Date; ii) Failure to comply with the "Security Cover" requirement as defined in Transaction Structure; iii) Material Adverse Effect; iv) Cross default of the Issuer where the Company has made a payment default in relation to any of its financial indebtedness; v) Misrepresentation by the Issuer; vi) Unlawfulness; vii) Repudiation of the Transaction Documentation; viii) Any of the Transaction Documentation ceases to be in full force and effect or is terminated prior to maturity;

	<ul style="list-style-type: none"> ix) Failure by the Issuer to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Trustee and/or as per RBI regulations which leads to Material Adverse Effect; x) If one or more legal or governmental proceedings have been initiated and admitted by the competent court of law against the Company or any claims are made against the Company, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), may impair the Company's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect; xi) Any breach in the "Holding and Management Covenants"; xii) any breach of the negative undertakings prescribed under section titled "Negative Undertakings"; xiii) any breach of the financial covenants prescribed under section titled "Financial Covenants"; xiv) any breach of the reporting covenants prescribed under section titled "Reporting Undertakings"; xv) any breach of the other covenants prescribed under section titled "Other Undertakings"; xvi) Any expropriation, attachment, sequestration, distress or execution affects any assets of the Company which has a Material Adverse Effect on their ability to comply with its payment obligations under the Transaction Documents; xvii) Insolvency process admitted in court of law; xviii) Revocation of operating licenses or other authorisations of the Company leading to Material Adverse Effect; xix) Any sale, lease, transfer or disposal of all of the assets of the Issuer causing a material adverse effect under the transaction document; xx) Breach of undertakings in relation to illegality, promoter group payment defaults; xxi) Insolvency and insolvency proceedings if: (a) initiated by a financial creditor (as defined under the IBC), which are not stayed, withdrawn, or dismissed within 15 (fifteen) Business Days from the date of commencement of such proceedings, and (b) if initiated by an operation creditor (as defined under the IBC), which are not stayed, withdrawn, or dismissed within 60 (sixty) Business Days from the date of commencement of such proceedings; and xxii) Any litigation, arbitration, investigative, administrative or governmental proceeding, or dispute in relation to the Issuer or the Transaction Documents.
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	<p>The above clauses are subject to the cure periods (wherever applicable) as mentioned under the Debenture Trust Deed.</p> <p>The certification for financial covenants will be as per the frequency defined under the section “Financial Covenants”. Failure to do any of the above will be an Event of Default.</p>
Creation of Recovery Expense Fund	The Issuer is in compliance with the provisions of recovery expense fund in the manner as set out in NCS Regulations and the SEBI master circular bearing reference number SEBI/HO/DDHS/PoD3/P/CIR/2024/46 dated May 16, 2024, titled “Master Circular for Debenture Trustees” as amended from time to time or such other circulars as may be specified and amended by the SEBI from time to time. The Company has maintained adequate funds for this provision with BSE.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	<p>(a) Breach of Negative Undertakings</p> <p>Any breach by the Company of the negative undertakings set out under Schedule III (Negative Undertakings) of the Debenture Trust Deed which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders), is not waived by the Debenture Trustee within a period of 7 (seven) business days from the date of occurrence.</p> <p>(b) Breach of Financial Covenants</p> <p>Any breach by the Company of the financial covenants set out under Part B of the Debenture Trust Deed (Financial Covenants) which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (Thirty) calendar days from the date of occurrence.</p> <p>(c) Breach of Reporting Undertakings</p> <p>Any breach by the Company of the reporting undertakings set out under Schedule III (Reporting Undertakings) of the Debenture Trust Deed which breach, if capable of remedy (as determined by the Debenture Trustee (acting on the instructions of the Debenture Holders), is not remedied or cured to the satisfaction of the Debenture Trustee within a period of 30 (Thirty) calendar days from the date of occurrence.</p> <p>(d) Breach of other Undertakings</p> <p>Any breach of any covenant or undertaking (including but not limited to affirmative undertakings and additional affirmative undertakings) of the Company as set out in the Debenture Trust Deed and in the other Transaction Documents including the failure to certify/confirm the non-occurrence of any Event of Default in the manner prescribed in the Transaction Documents or failure to certify the financial covenants.</p>
Provisions related to Cross Default	Cross default of the Issuer where the Company has made a payment default in relation to any of its financial indebtedness.
Role and Responsibilities of Debenture Trustee	As shall be set out in the Transaction Documents
Risk Factors pertaining to the issue	As set out in Section 3 of the General Information Document dated June 13, 2025.

Governing Law and Jurisdiction	Indian Law with jurisdiction of the courts and tribunals of New Delhi.
Debenture Trustee	Catalyst Trusteeship Limited
Registrar and transfer agent	NSDL Data Management Limited
Stock Exchange(s)	Bombay Stock Exchange (BSE)
Merchant Banker	SKI Capital Services Limited
Rating Agency(s)	India Ratings and Research Private Limited
Legal Counsel	Khaitan & Co LLP
Promoter Group/ Promoter, if any	Navi Technologies Limited
THIRD PARTY OBLIGORS	
Personal Guarantor(s), if any	Not Applicable
Corporate Guarantor (s), if any	Not Applicable
Credit Enhancer(s), if any	Not Applicable
Other obligator(s), if any	Not Applicable
ISSUE DETAILS	
Mode of Issue	Private Placement
Form of issue	Debentures will be issued in dematerialized form.
EBP	Applicable
REDEMPTION	
Scheduled Redemption	Debentures shall be redeemed in accordance with paragraph 47 (c) above of this Key Information Document below (<i>Redemption Schedule</i>) hereto and shall be fully redeemed by the Final Redemption Date.
Early Redemption	The Issuer will have the option to prepay the debentures, as per prescribed SEBI regulations, and paying an early redemption premium of 2% over and above the outstanding principal amount and accrued interest, if any, subject to prior written consent of the Debenture Trustee, which may be provided within 30 (thirty) Business Days of the Debenture Trustee sharing such request for consent with the relevant Debenture Holders, failing which such consent shall be deemed granted.
Early Redemption Date	Date on which the debentures are redeemed prior to the Final Redemption Date.
Mandatory Redemption	The Issuer shall pay Outstanding Amounts in relation to the Debentures upon the occurrence of any Mandatory Redemption Event.

Mandatory Redemption Event	Shall mean the occurrence of illegality, promoter group related defaults, or any breach of certain specified covenants, as mentioned in the Debenture Trust Deed.
CONVENTIONS	
Business Day	shall be 'working day' as defined under the SEBI NCS Regulations and shall refer to a day when commercial banks are open for business in Mumbai, India.
Business Day Convention	<p>i. If any due date on which any interest or additional interest in respect of the Debentures falls on a day which is not a Business Day, the payment to be made on such due date shall be made on the next occurring Business Day.</p> <p>ii. If the Final Redemption Date and Principal payment dates of the Debenture falls on a day which is not a Business Day, the payment of any amounts in respect of the Outstanding Principal Amounts (including the last Interest Amount payment) to be made shall be made on the immediately preceding Business Day.</p> <p>iii. Additionally, the day on which payment of interest / redemption with respect to debt securities falls due, it has been decided that interest / redemption payments shall be made only on the days when the money market is functioning in Mumbai, India.</p> <p>iv. In respect of the time period between the issue closing date (as specified in the Key Information Document) and the listing of the Debentures on the Stock Exchanges, "Business Day" shall mean all trading days of the Stock Exchanges for Debentures as specified by the SEBI, excluding Saturdays, Sundays and bank holidays, as specified by the RBI.</p>
SECURITY DETAILS	
Hypothecation	<p>Eligibility Criteria</p> <ul style="list-style-type: none"> ● Each loan must be originated by the Company and must exist at the time of Hypothecation ● Loans must be unencumbered (other than under the Transaction Documents) and not sold or assigned by the Company ● Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI. ● Loans are current and not in overdue at the time of hypothecation and have not been terminated or prepaid. Post creation of pool of current loans, the DPD 30 loans are being replaced, they need to be replaced with current loans. ● Loans must have been given to individual borrowers.

	<ul style="list-style-type: none"> No loans should be restructured or rescheduled in accordance with the relevant RBI prudential norms on restructuring of advances by non – banking financial companies. each Loan forming part of the Hypothecated Assets must conform to the credit and underwriting policies adopted by the Company, and must have been originated after conducting such checks as are used by the Company in its ordinary course of business. <p>The security cover shall be confirmed by the Issuer on a monthly basis.</p>
Security requirements	Debentures shall be secured by a first and exclusive charge basis on the Hypothecated Assets (<i>as defined below</i>), by way of hypothecation in favour of the Debenture Trustee for the benefit of the Debenture Holders over the Hypothecated Assets as per the terms and conditions stipulated under the heading 'Security Creation' hereunder.
Pledge	Not Applicable
Mortgage	Not Applicable
COVENANTS AND UNDERTAKINGS	
Related Party Transactions	<p>Without prior written consent of the debenture trustee, the Issuer shall not enter into or perform any transaction(s) with a related party other than in the ordinary course of business.</p> <p>Without affecting the above clause, the Issuer shall not, save and except in case of ordinary course of business, without the prior written consent of the Debenture Trustee (i) enter into any transaction(s) (other than as mentioned in above clause) whereby the overall outstanding amount owed to the Issuer under the said transaction(s) exceeds 10% (Ten percent) of its net worth, (ii) whereby the overall expense incurred through such transaction(s) (other than as mentioned in above clause) during any financial year exceeds 10% (Ten percent) of its net profit, or (iii) provide any indebtedness or guarantee for any indebtedness of a related party.</p> <p>The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant.</p> <p>For the purposes of this clause, the term 'related party' shall respectively have the meaning ascribed to them in section 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder).</p> <p>The Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing 51% (fifty one percent) or more of the outstanding principal amounts of the Debentures provide their consent upon receipt of such request/notification from the Debenture Trustee within a period of 30 business days from the date of receipt of such request/notification from the Debenture Trustee which would be otherwise deemed as approved.</p>

Restriction on dilution of stake by Key Shareholders

(a) Holding and Management Covenants

- (i) The Parent Company shall not transfer or encumber the shares of the Issuer held by them, if such action would result in its aggregate shareholding in the Issuer falling below the Parent Minimum Shareholding threshold set out below, or cease to have Management Control of the Issuer, without the prior written consent of the Debenture Trustee.

Name	Shareholding Type	Minimum Shareholding
Navi Technologies Limited	Fully Diluted	76%

- (ii) The Individual Promoter shall not transfer or encumber the shares of the Parent Company held by them beyond the minimum shareholding as set out below ("**Minimum Shareholding**") or cease to have Management Control of the Parent Company, without the prior written consent of the Debenture Trustee.

Name	Shareholding Type	Minimum Shareholding
Mr. Sachin Bansal	Fully Diluted	51%

- (iii) It is hereby clarified that where in case of restructuring or any other purpose or reason, if the Parent Company ceases to exist, then the Individual Promoter shall maintain at least 76% (seventy six percent) either directly or indirectly in the Issuer .
- (iv) The Individual Promoter shall hold directorship in the Issuer until the Final Redemption Date.
- (v) The Debenture Trustee may approve any application for waiver of, or deviation from the abovementioned requirements contained in this sub-clause (u), if Debenture Holders representing more than 51% (fifty one percent) or more of the outstanding principal amounts of the Debentures provide their consent, within a period of 30 (thirty) Business Days from the date of receipt of such request / notification from the Debenture Trustee, which would be otherwise deemed as approved.

- (b) The Debenture Trustee may approve any application for waiver of or deviation from, the above mentioned requirements, if Debenture Holders' representing more than 51% (fifty one percent) or more of the outstanding principal amounts of the

	<p>Debentures provide their consent, within a period of 30 (thirty) Business Days from the date of receipt of such request/notification from the Debenture Trustee.</p>
Management Control	<p>Means, in respect of any entity:</p> <p>(a) the right to appoint a majority of the directors of the board of directors of such entity; and</p> <p>(b) the right to control the management or policy decisions acting individually or in concert, directly or indirectly, including by virtue of shareholding or management rights or shareholders agreements or voting agreements.</p> <p>Notwithstanding aforesaid, 'Control' shall be construed in accordance with the act, rules, regulations, accounting standards or guidelines, as may be applicable on the Issuer, from time to time.</p>
Consequence of Events of Default	<p>Upon occurrence of any Event of Default, the Debenture Trustee shall acting upon the request of the Majority Debenture Holders, be entitled to initiate one or more of the following course of actions:</p> <ol style="list-style-type: none"> 1. Require the Company to mandatorily redeem the Debentures and repay the outstanding principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents; 2. Declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable; 3. Enforce the security created by the Company. 4. The Debenture Trustee's approval shall be required for the Company to declare any dividends, or make any other distributions to the holders of common equity or other shares compulsorily convertible into equity shares. 5. The Debenture Trustee shall be entitled to appoint a nominee director on the board of the Company as per the applicable regulations. 6. The Debenture Trustee shall be entitled to appoint any independent agency to inspect and examine the working of the Company and give a report to Debenture Holders/ the Debenture Trustee. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses; <p>The Debenture Trustee may exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under applicable law;</p>

<p>Material Adverse Effect</p>	<p>Means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as on the date of determination, or could reasonably be expected to cause a material and adverse effect on:</p> <ul style="list-style-type: none"> (a) the financial condition, business or operation of the Company which is prejudicial to the ability of the Company to perform its obligations under the Transaction Documents; (b) the ability of the Issuer to perform or comply with its obligations under any Transaction Document; (c) the validity, legality or enforceability of: the Transaction Documents; (d) the ability of the Issuer to disburse loans if such disbursement adversely affects the Issuer's ability to perform its obligations under this Agreement; (e) the ability of the Issuer to appointing third party or in house collection teams; and (f) the rights or remedies of the Debenture Holders or the Debenture Trustee hereunder or under any other Transaction Documents; (g) any other effect or change which adversely affect the rights or remedies or interest of the Debenture Holder(s) or the Debenture Trustee under any of the Transaction Documents.
<p>Other Undertakings</p>	<ol style="list-style-type: none"> 1. The Company shall maintain a minimum rating of "A-" from the Rating Agency. 2. Mr. Sachin Bansal shall hold directorship in the Company, until the maturity of the Debentures. 3. The Issuer should follow pricing and practices approved by Board of Directors and adhere to digital lending guidelines & Fair Practice code of RBI.
<p>Majority Debenture Holders</p>	<p>means such number of Debenture Holders collectively holding more than 51% (fifty one percent) or more of the value of the outstanding principal amounts of the Debentures.</p>
<p>Confidentiality</p>	<p>The terms and conditions described in the Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding the Term Sheet or to file the Term Sheet with any regulatory body, it shall, at a reasonable time after making any such disclosure or filing, informing the other Parties.</p>
<p>Indemnity</p>	<p>The Company shall indemnify the Debenture Holders and the Debenture Trustee from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or</p>

	<p>demands, of any kind or nature incurred by the Debenture Trustee/Debenture Holders as a result of one or more of the following:</p> <p>(a) occurrence of any Event of Default;</p> <p>(b) any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand from stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other than the state in which it has been executed; and</p> <p>(c) a failure by the Company to pay any amount due under any Transaction Document on its due date.</p>
Other Costs & Conditions	The Issuer shall bear the costs and expenses incurred in connection with the transactions contemplated hereby including stamp duty and registration fee (if applicable) on the Transaction Documents (and the Debentures), appointment of the Debenture trustee, legal advisors expenses and expenses incurred in the preparation for the Transaction Documents.

(*) Navi Finserv Limited reserves the right to change the issue schedule including the Deemed date of Allotment at its sole and absolute discretion without giving any reasons or prior notice.

Notes:

- a. If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and events which lead to such change should be disclosed.
- b. The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed.
- c. While the debt securities are secured as per the terms of this Key Information Document (i.e. 1.10x requisite Minimum Security Cover), in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
- d. The proposed bond issue does not form part of non-equity regulatory capital mentioned under Chapter V of SEBI NCS Regulations, 2021.