INTEREST RATE POLICY

of

NAVI FINSERV LIMITED

Version No	IRP/11/2026-27
Date of original adoption of the Policy	April 30, 2016
Date of modification of Policy	1. August 26, 2017 2. August 24, 2020 3. November 19, 2020 4. March 24, 2021 5. May 28, 2021 6. March 30, 2022 7. May 21, 2022 8. May 26, 2023 9. November 08, 2023 10. May 28, 2024 11. August 23, 2024 12. September 16, 2024 13. November 8, 2024 14. February 3, 2025 15. February 28, 2025 16. June 20, 2025 17. October 13, 2025 18. December 28, 2025 19. May 27, 2026 20. July 24, 2026 (effective from August 13, 2026)
Policy owner	Managing Director
Approved by	Board of Directors
Periodicity of Review	Annual

Date of Review/ Amendment	**Particulars**	**Next Review due**
November 8, 2024	Overall review of the Policy in line with the revised Interest Rate Model of the Company, approved by the Board on October 29,	No later than November 7,

	2024	2025
February 3, 2025	Updation of references to GST pursuant to the Circular issued by the Ministry of Finance dated January 28, 2025.	No later than November 7, 2025
February 28, 2025	Changes to the Policy on account of introduction of the Corporate Loan product and introduction of processing fees for Personal Loans	No later than November 7, 2025
June 20, 2025	Changes to the Policy with respect to computation of business strategy premium, cover exceptional scenarios in case of top-up Personal Loans, determination of repo rate and fixed rate reset for Home Loans.	No later than November 7, 2025
October 13, 2025	Annual review of the Policy.	No later than October 12, 2026
December 28, 2025	Changes to the Policy on account of implementation of the Part B: Co-lending Arrangements under the Reserve Bank of India (Non-Banking Financial Companies - Transfer and Distribution of Credit Risk) Directions, 2025.	No later than December 27, 2026
May 27, 2026	Changes to the Policy on account of the Reserve Bank of India (Non-Banking Financial Companies - Responsible Business Conduct) Directions, 2025, and changes in the Interest Rate Model for Housing Loans.	No later than May 26, 2027
July 24, 2026	Changes to Policy on account of updates to the Interest Rate Model	No later than May 26, 2027

INTEREST RATE POLICY OF NAVI FINSERV LIMITED

SECTION I: BACKGROUND AND OBJECTIVE

1.1 Navi Finserv Limited (the "**Company**"), is a Non-Banking Financial Company ("**NBFC**")-ICC-Middle Layer. The Company currently offers *inter alia* the following loan products to customers ("**Loan Products**"): (a) Personal Loans/ Cash Loans, and (b) Home Loans and Loan Against Property.

1.2 In compliance with Regulation A.1(3) of the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 issued by the Reserve Bank of India ("**RBI**"), the Company is required to formulate a Board approved interest rate model to determine the rate of interest to be charged to borrowers.

1.3 The objective of this Interest Rate Policy ("**Policy**") is to describe the various components of the interest rate model of the Company, as required in the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 and other charges applicable for different customer segments / products.

SECTION II: INTEREST RATE MODEL

2.1 The Company *inter alia* offers the following Loan Products to customers: (a) Personal Loans/ Cash Loans ("**Personal Loans**"), (b) Home Loans and Loan Against Property ("**Housing Loans**").

2.2 Types of Interest Rates

(a) For Personal Loans, the Company offers customers a fixed rate of interest.

(b) For Housing Loans, the Company offers customers the option of fixed or floating rates. The floating rates are linked to either an internal benchmark rate or an external benchmark rate.

2.3 The interest rate offered to customers shall take into account the following components:

S. No.	Component	Description
1.	Cost of Funds	The Company raises funds through Term Loans, Non Convertible Debentures, Commercial Papers, Pass Through Certificates, etc. from various investors. The weighted average borrowing rate of raising such funds is considered for this component, together with the fund raising costs incurred on such borrowings. Further, the Cost of Equity computed on the basis of objective criteria and the Cost of Sub-debt (together with

S. No.	Component	Description
		fund raising costs) included in Tier II capital of the Company is included in this component.
2.	Negative Carry	The Company keeps a liquidity buffer in the form of investments into liquid funds to maintain regulatorily prescribed liquidity coverage ratio ("**LCR**") as mandated under the Reserve Bank of India (Non-Banking Financial Companies - Asset Liability Management) Directions, 2025 and to manage liquidity risk. The Company also keeps funds in fixed deposits as security for its pass through certificate transactions, thus bearing negative carry on these instruments.
3.	Operating Costs	All operating costs associated with providing the Loan Products, including: customer onboarding costs, debt management costs, employee expenses, tech costs, etc. The Company has ensured that the costs of providing those services which are separately recovered by way of service charges to customers do not form part of this component.
4.	Tenor Premium	This cost arises from loan commitments with longer tenor. The tenor premium is uniform for all Loan Products for a given residual tenor.
5.	Credit Risk Premium	The credit risk premium charged to the customer representing the default risk arising from loan sanctioned will be arrived at based on an appropriate credit risk rating/scoring model and after taking into consideration customer relationship, expected losses, and collateral risk premium. The credit risk premium is therefore calculated to cover the potential credit loss risk. The judgment of the credit costs of customer segments is compared against actual and anticipated performance on an ongoing basis. Details on risk gradation are covered in Section III.
6.	Business Strategy Premium / Discount	The component shall be arrived at taking into consideration the business strategy, market competition, interest rate type (fixed vs floating) and loan product.
7.	Additional Risk Premium	The Company adds a modest premium to the Personal Loan interest rate model, to compensate the Company for unforeseen losses, cyclical shocks, or stress scenarios that may not be fully captured by base credit cost models.

Note: All interest rate components are annualized

Note: Save as otherwise provided under this Policy, the Company's Interest Rate Model shall apply to (i) non co-lent loans extended by the Company, and (ii) the Company's share of exposure in loans extended under a co-lending arrangement.

2.4 Personal Loan Business

2.4.1 The Company charges a **fixed interest rate** to Personal Loan customers. This interest rate does not change during the tenure of the loan. The rate of interest charged to each customer is computed by adding the values of all seven components of the Interest Rate Model as mentioned below:

1. Cost of Funds
2. Negative Carry
3. Operating Costs
4. Credit Risk Premium
5. Tenor Premium
6. Business Strategy Premium / Discount
7. Additional Risk Premium

2.4.3 Cost of Funds, Negative Carry, Operating Costs, Tenor Premium and Additional Risk Premium remain constant and do not change on a customer basis. The Credit Risk Premium will be determined on the basis of the risk gradation as outlined in the Section III. Further, Business Strategy Premium / Discount may be offered to certain customer segments, as determined by the Pricing Committee (or any person authorized by it), from time to time.

2.4.4 Based on the interest rate model, as aforesaid, the maximum interest rate charged to the customers for Personal Loans shall be as mentioned in Annexure 1.

2.4.5 To address the exceptional cases where a customer opts to exit the top-up personal Loan during the defined cooling-off period with the intent of reverting to their original Loan arrangement, the Company may allow the reinstatement of the original loan (upon re-payment of the top-up loan amount, and proportionate charges, if any), and in such cases where the customers have opted to revert to the original loan arrangement, the rate of interest applicable to the original loan shall continue to apply.

2.4.6 To address scenarios where pursuant to a customer's request or as maybe permitted under the Reserve Bank of India (Non-Banking Financial Companies - Transfer and Distribution of Credit Risk) Directions, 2025, the Company is required to transfer the exposure from the co-lender's books to its own books, the rate of interest applicable to the original loan extended to the borrower shall continue to apply.

2.5 Housing Loan Business

2.5.1 The Company offers an option of floating rate or fixed rate to its customers.

1. Floating Rate

The floating rate of Interest charged to the customers is benchmarked against either Internal Benchmark Rate or External Benchmark Rate, as follows: (a) Internal Benchmark Rate, and (b) External Benchmark Rate (Repo Rate)

A. Internal Benchmark Rate

(a) Internal Benchmark Rate: Internal benchmark rate referred to as "Navi Finserv Prime Lending Rate" ("**NFL PLR**") is a sum of Cost of Funds, Negative Carry, Operating Costs, and Tenor Premium.

(b) Spread: Spread is a sum of Credit Risk premium and Business Strategy Premium / Discount.

(c) The final rate of interest charged to the customer shall be the NFL PLR plus the Spread.

B. External Benchmark Rate

(a) External Benchmark Rate: The external benchmark rate shall be the Repo rate.

(b) Spread: Spread is a sum of Incremental Cost of Funds (over and above the external benchmark rate), Negative Carry, Operating Costs, Tenor Premium, Credit Risk Premium and Business Strategy Premium / Discount.

(c) The final rate of interest charged to the customer shall be the External Repo Rate plus the Spread.

(d) Upon any change in the repo rate as published by the RBI, the Pricing Committee shall determine the date of making such change applicable to prospective borrowers, *provided* that such rate change shall be passed on to prospective borrowers no later than one month of such change.

C. Reset Frequency

(a) **NFL PLR** - Revised on a semi-annual basis and latest applicable rate would be published on the Company's website.

(b) **External Benchmark Rate** - Revised on a quarterly basis as per revisions to the benchmark rate. The external benchmark rate (repo rate) will be first reset on the first day of the third subsequent month from the month in which the loan is first disbursed (irrespective of the date of disbursement) and every three months thereafter. The revised repo rate used for the reset shall be the rate prevalent on the last day of the preceding month.

Upon any change in the benchmark rate, the customer's interest rate will be adjusted accordingly. The Credit Risk Premium charged to an existing borrower shall not be increased except on account of deterioration in the credit risk profile of the customer or change in tenor premium. Customers will be notified in advance of the scheduled rate reset and offered the option to switch to a fixed rate loan at that time. At each reset, customers may also choose to adjust the EMI, extend or shorten the loan term, or combine both options.

2. Fixed Rate

The fixed interest rate shall be a sum of the components of the interest rate model, as follows: Cost of Funds, Negative Carry, Operating Costs, Tenor Premium, Credit Risk Premium and Business Strategy Premium/ Discount. Business Strategy Discount on Fixed rate of interest is lower than floating rate of interest, with the consequence that the fixed rate of interest for the same customer may be higher than the floating rate of interest for the same customer.

2.5.2 Based on the interest rate model, as aforesaid, the maximum interest rate charged to the customers for Housing Loans shall be as mentioned in Annexure 1.

SECTION III: RISK GRADATION PARAMETERS FOR CREDIT RISK PREMIUM

3.1 The Credit Risk Premium for Personal and Housing Loan Products is calculated for different customer segments and collateral types (as applicable) to cover the potential credit loss risk associated with them. It is assessed based on the following factors:

- Credit and default risk;
- Historical performance of similar homogeneous clients;
- Profile of the borrower;
- Repayment track record of the borrower;
- Credit Bureau Score;
- Geographic location;
- Location delinquency;

- Customer Indebtedness (other existing loans); and
- Regulatory stipulations, if applicable

3.2 Further, for repeat customers of the Company, the Company may offer a relationship discount based on the performance of the customer on the past loan.

3.3 For Housing Loans, in addition to the factors outlined in paragraph 3.1 above, the Company shall also charge Credit Risk Premium on the basis of the loan to value ratio, and the nature of collateral.

3.4 The above factors may be reviewed by the Company, from time to time. The Credit Risk Premium charged to each customer shall be based on the aforesaid gradation of risk, to ensure risk based pricing.

SECTION IV: OTHER FEES AND CHARGES

4.1 **Penalty Charges :**

(a) Personal Loans: The Company will levy EMI Penalty Charges for any delay or default in making timely payments of EMI dues. The Company charges EMI Penalty Charges only on the portion of EMI under default. The details of all such charges are mentioned in Annexure II.

(b) Housing Loans: The Company will levy penal charges for any delay or default in making timely payments of EMI dues and non-compliance with the terms of the loan documents as follows:

Event	Penal charge
EMI Penalty Charges for any delay or default in making timely payments of EMI dues	Will be levied on only the portion of EMI under default. The details of all such charges are mentioned in Annexure II.
Non-compliance of terms of loan documents, including but not limited to breach of any covenant / sanction conditions / undertaking / representation	Will be levied on principal outstanding up to 2% per annum, for such period of non-compliance as stated above.

(c) Applicable taxes, and other cess would be levied on such charges.

(d) These charges are not in the nature of "penal interest" and are not added to the rate of interest. There is no capitalization of EMI penalty charges i.e no further interest is

computed on such charges. Additional / fresh penal charges cannot be levied on the earlier outstanding amount of penal charges.

(e) The quantum and reason for penal charges shall be clearly disclosed by the Company to the customers upfront in the loan agreement and Key Fact Statement in addition to being displayed on the Company's website under Interest rates and Service Charges.

(f) Whenever reminders for non-compliance of material terms and conditions of loan are sent to borrowers, the applicable penal charges shall be communicated. Further, any instance of levy of penal charges and the reason thereof shall also be communicated.

4.2 **Processing Fees / Foreclosure charges:**

(a) Personal Loan: The Company may charge a processing fee of upto 4% depending on the loan amount being disbursed to the customers. The processing fee does not include GST of 18%, which will be charged over and above the processing fee mentioned above. The customer has the option to foreclose or make part prepayment anytime during the tenure of the loan, without incurring any fees.

Further, the actual processing fee to be charged to customers, within the maximum limits specified in this Section and as approved by the Board, shall be determined and approved by the Managing Director of the Company, from time to time.

(b) Housing Loan: The Company may charge a processing fee of upto 3% depending on the loan amount being disbursed to the customers. The processing fee does not include the applicable GST, which will be charged over and above the processing fee mentioned above. The customer has the option to foreclose or make part prepayment anytime during the tenure of the loan, without incurring any fees.

Further, the actual processing fee to be charged to customers, within the maximum limits specified in this Section and as approved by the Board, shall be determined and approved by the Pricing Committee, from time to time.

SECTION V: ADHERENCE TO FAIR PRACTICES CODE

The Company strictly adheres to all applicable regulations, and ensures that its policies and practices align with regulatory expectations and are designed to ensure transparency, fairness and full disclosure to customers. In this regard, the Company ensures:

5.1 **Full disclosure:** The rate of interest and approach for gradations of risk and rationale for charging different rates of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter. The rates of interest and the approach for gradation of risks shall also be made available on the website of the Company. The information published on the website or otherwise published shall be updated whenever there is a change in the rates of interest. All penalties charged to customers for late repayment shall be outlined in bold in the loan agreement. Further, the quantum and reason for penalty charges shall be clearly disclosed by the Company to customers in the loan agreement and in the Key Facts Statement. Whenever reminders for non-compliance of material terms and conditions of the loan agreement are sent to customers, EMI penalty charges shall be communicated.

5.2 **Annualized Rate of interest:** The rate of interest made available to customers is the annualized rate so that the borrower is aware of the exact rates that would be charged to the account.

5.3 **Interest Levy Date:** The Company charges interest on all its Loan Products from the actual date of disbursement to the customer, not from the loan sanction date, agreement signing, or cheque issuance. In the case of loans being disbursed by cheque /DD, interest shall be charged from the date of handover of cheque /DD. This ensures customers are billed only for the period in which they have access to the funds.

5.4 **Pro-Rated Interest Calculations:** Interest on all Loan Products is calculated on a pro-rata basis for any partial-month loan disbursal or repayment, ensuring that interest is charged only for the period the loan is active. Interest is only charged on the principal outstanding.

5.5 **Loan Terms and Disclosure:** All loan terms, including the loan amount, annualized Rate of Interest, EMI Penalty Charges, and other relevant charges, are clearly detailed in the Sanction Letter, Key Fact Statement (KFS), and Loan Agreement. This ensures complete transparency on costs associated with the loan.

5.6 **Communication of Changes in Rates or Charges:** Any changes to interest rates or Penalty Charges for existing customers are communicated promptly through electronic or other forms of communication, keeping customers fully informed. These communications are done in the vernacular language, or a language as understood by the borrower .

5.7 **Prospective Changes:** Any changes in interest rates or charges are applied only on a prospective basis, safeguarding customers from retroactive alterations.

5.8 **Reset of Floating interest rate for Housing Loans:**

(a) At the time of sanction, the Company clearly communicates to the borrowers about the possible impact of change in benchmark interest rate on the loan leading to changes in

EMI and/or tenor or both. Subsequently, any increase in the EMI/ tenor or both on account of the above is communicated to the borrower well in advance, through notifications sent by SMS, or such other means decided by the Company, from time to time.

(b) At the time of reset of interest rates, the Company provides borrowers the option to switch over to a fixed rate. The customer will be allowed a maximum number of three switches between floating and fixed interest types during the tenure of the loan.

(c) The borrowers are also given the choice to opt for (i) enhancement in EMI, or elongation of tenor or for a combination of both options; and, (b) to prepay, either in part or in full, at any point during the tenor of the loan.

(d) Whenever there is a reset of interest rates for an entire class of borrowers in a particular loan category, due to increase in the reference benchmark; the Company shall provide the following options to the borrowers: (i) Either enhancement in EMI or elongation of number of EMIs, keeping the EMI unchanged or a combination of both options; (ii) Switch to fixed interest rate for the remaining portion of the loan, where such an option is provided by the bank; and (iii) To prepay, either in part or in full, at any point during the residual tenor of the loan.

(e) The Company does not charge any fee for switching between floating and fixed interest types during the tenure of the loan.

(f) The Company ensures that the elongation of tenor in case of floating rate loan does not result in negative amortization[1].

(g) The Company shares with borrowers a statement at the end of each quarter which enumerates the principal and interest recovered till date, EMI amount, number of EMIs left and annualized rate of interest / APR for the entire tenor of the loan. The Company shall ensure that the statements are simple and easily understood by the borrower. .

SECTION VI: REVIEW OR AMENDMENT OF THE POLICY

6.1 The Policy shall be amended or modified with the approval of the Board. The Policy shall be reviewed by the Board on an annual basis. Any changes to this Policy shall be recommended to the Board by the Risk Management Committee of the Board.

6.2 Without prejudice to the foregoing, in the event the Policy requires to be amended to take into account any changes (whether on account of repeal of any existing law, or otherwise) in any existing regulation, law or policy (or any clarification with respect to any existing regulation, law or policy), the Managing Director of the Company may approve such changes to the Policy as may be required to comply with such changes, or clarifications. Any such changes approved by the Managing Director shall be placed before the Board, in its immediately succeeding meeting, for ratification by the Board.

[1] Negative amortization in housing loans occurs when the loan payment made by the borrower is less than the interest charged for that period. As a result, the unpaid interest gets added to the principal balance, increasing the total loan balance over time.

6.3 Notwithstanding anything contained in this Policy, in case of any contradiction of the provision of this Policy with any existing legislations, rules, regulations, laws or modification thereof or enactment of a new applicable law, the provisions under such law, legislation, rules, regulation or enactment shall prevail over this Policy.

Annexure 1 - Maximum Rate of Interest for each Loan Product

Loan Product	Maximum Interest Rate
Personal Loans/ Cash Loans	Upto 29.96%
Home Loans	Upto 20%
Top-Up Loans	Upto 22%
Loan Against Property	Upto 22%

ANNEXURE 2

EMI PENALTY CHARGES FOR PERSONAL LOANS AND HOUSING LOANS

Personal Loans

In case of EMI due generated post **August 30, 2024**, a single EMI Penalty Charge shall apply in case of late payment:

EMI Penalty Charge	
Till DPD[2] 7	Zero EMI Penalty Charge
On DPD 8	5% of the amount of EMI overdue
On DPD 15	Additional 5% of the amount of EMI overdue
On DPD 22	Additional 5% of amount of EMI overdue
Note: Sum of all penalty charges are rounded down to nearest INR 50 for overdue EMI amount less than INR 2000 and rounded down to nearest INR 100 for overdue EMI amount equal to or higher than INR 2000 and are inclusive of applicable taxes	

In case of EMI due generated before August 30, 2024, and on April 6, 2023 or later, a single EMI Penalty Charge shall apply in case of late payment:

EMI Penalty Charge	
On DPD 1	10% of overdue EMI
On DPD 8	Additional 5% of the amount of EMI overdue
On DPD 15	Additional 5% of the amount of EMI overdue
On DPD 22	Additional 5% of amount of EMI overdue
Note: Sum of all penalty charges are rounded down to nearest INR 50 for overdue EMI amount less than INR 1,500 and rounded down to nearest INR 100 for overdue EMI amount equal to or higher than INR 1,500 and are inclusive of applicable taxes	

[2] Days Past Due.

In case of EMI due is generated before April 6, 2023 then following charges will be applicable:

Bounce Fee	250 + applicable taxes, per bounce
Late Fee	200 + applicable taxes per 7 day DPD
Penal Interest	Loan ROI + 2% p.a. on overdue EMI for the overdue period

Housing Loans

In case of EMI due generated post **November 15, 2024**, a single EMI Penalty Charge shall apply in case of late payment:

EMI Penalty Charge	
Till DPD 7	Zero EMI Penalty Charge
On DPD 8	0.5% of the amount of EMI overdue
On DPD 15	Additional 0.5% of the amount of EMI overdue
On DPD 22	Additional 0.5% of amount of EMI overdue
Note: Sum of all penalty charges are rounded down to nearest INR 100 and are inclusive of any taxes	

In case of EMI due is generated before November 15, 2024, then following charges will be applicable:

Fee Type	**Time Period**	**Amount**
Bounce Fees	Per Bounce	INR 1000 + any applicable taxes
EMI Penalty Charges	For the delay Period (from the date EMI is due to date EMI is paid)	24% per annum of the overdue EMI amount for the delay period (inclusive of applicable taxes)