



June 21, 2024

To

National Stock Exchange of India Limited  
Exchange Plaza, 5<sup>th</sup> Floor,  
Plot No. C/1, G Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai – 400051

BSE Limited  
Department of Corporate Services/ Listing  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Fort,  
Mumbai – 400001

SYMBOL: POLICYBZR

SCRIP CODE: 543390

**Sub.: Disclosure under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR Regulations”)**

Dear Sir/Madam,

In furtherance to our earlier communication dated January 30, 2024 wherein we had informed that the Board of Directors have approved for Grant of unsecured loan up to INR 200,00,00,000/- to Policybazaar Insurance Brokers Private Limited (“**Policybazaar**”) and up to INR 50,00,00,000/- to Paisabazaar Marketing and Consulting Private Limited (“**Paisabazaar**”) and pursuant to Clause 5 of Para B of Part A of Schedule III of SEBI LODR Regulations, we hereby inform you that the Company has entered into and executed agreements for disbursement of loan of Rs. 200 crores to Policybazaar and Rs. 50 crores to Paisabazaar, wholly owned subsidiaries of the Company, in one or more tranches.

The detailed disclosures pursuant to the provisions of Regulation 30 read with Schedule III of the SEBI LODR Regulations, as amended and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, are enclosed as an **Annexure- A** and **Annexure-B**.

The abovesaid disclosure will also be hosted on the website of the Company at [www.pbfintech.in](http://www.pbfintech.in).

You are requested to kindly take the same in your records.

Thanking you,

Yours Sincerely

**For PB Fintech Limited**

**Bhasker Joshi**  
**Company Secretary and Compliance Officer**

**Date:** June 21, 2024

**Place:** Gurugram

**Encl.:** A/a

policybazaar<sup>com</sup>

paisabazaar<sup>com</sup>

QuickFIXcars

doc:  
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**PB FINTECH LIMITED**

Registered Office Address : Plot No. 119, Sector-44, Gurugram-122001 (Haryana)

Telephone No. : 0124-4562900, Fax : 0124-4562902 E-mail : enquiry@policybazaar.com

Website : www.pbfintech.in CIN : L51909HR2008PLC037998



**Annexure-A**

**Disbursement of unsecured loan of INR 200,00,00,000/- (Rupees Two Hundred Crores Only) to Policybazaar Insurance Brokers Private Limited (“Policybazaar”), a wholly owned subsidiary of the Company**

SL No.	Particulars	Details
a)	name(s) of parties with whom the agreement is entered	The Agreement is executed between PB Fintech Limited ( <b>Lender</b> ) and Policybazaar Insurance Brokers Private Limited (“Policybazaar”), wholly owned subsidiary of the Company ( <b>Borrower</b> ).
b)	purpose of entering into the agreement	Disbursement of unsecured loan to Policybazaar for utilisation of IPO proceeds of the Company towards objects as specified in the offer document.
c)	size of agreement	INR 200,00,00,000/- (Rupees Two Hundred Crores Only)
d)	shareholding, if any, in the entity with whom the agreement is executed	100% Shareholding
e)	significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	Interest Rate: 12% per annum <b>Term of Loan:</b> The tenure of the loan is 1 year from the date of disbursement. Borrower may prepay all or any part of the loan along with unpaid or accrued interest at any time without penalty. Both Parties may mutually extend the loan duration of 1 year for a further period as may be agreed in writing. <b>Repayment:</b> The loan shall be repayable to the lender on demand at any time during the loan duration, or at the end of the term, or at the termination (whichever is earlier), to be repaid to the Lender with the total amount of the Principal Amount including all accrued interest.
f)	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	The parties are holding and wholly owned subsidiary companies. Further, PB Fintech Limited is a professionally managed company with no promoter / promoter group.
g)	whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Yes, the transaction is a related party transaction. The transaction is at arm’s length.
h)	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not applicable
i)	in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or	Name of the Lender and Borrower: Please refer point number (a) Nature of Loan: Unsecured Loan Amount of Loan: INR 200,00,00,000/- in one or more tranches Date of Execution of Agreement: June 21, 2024



	borrowed from a party become material on a cumulative basis;	Security Provided, if any: Nil Amount of Loan Outstanding as on date (excluding this loan) : Nil
<b>j)</b>	any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	Nil
<b>k)</b>	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof.	Not applicable



**Annexure-B**

**Disbursement of unsecured loan of INR 50,00,00,000/- (Rupees Fifty Crores Only) to Paisabazaar Marketing and Consulting Private Limited (“Paisabazaar”), a wholly owned subsidiary of the Company**

SL No.	Particulars	Details
a)	name(s) of parties with whom the agreement is entered	The Agreement is executed between PB Fintech Limited ( <b>Lender</b> ) and Paisabazaar Marketing and Consulting Private Limited (“Paisabazaar”), wholly owned subsidiary of the Company ( <b>Borrower</b> ).
b)	purpose of entering into the agreement	Disbursement of unsecured loan to Paisabazaar for utilisation of IPO proceeds of the Company towards objects as specified in the offer document.
c)	size of agreement	INR 50,00,00,000/- (Rupees Fifty Crores Only)
d)	shareholding, if any, in the entity with whom the agreement is executed	100% Shareholding
e)	significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	Interest Rate: 12% per annum <b>Term of Loan:</b> The tenure of the loan is 1 year from the date of disbursement. Borrower may prepay all or any part of the loan along with unpaid or accrued interest at any time without penalty. Both Parties may mutually extend the loan duration of 1 year for a further period as may be agreed in writing. <b>Repayment:</b> The loan shall be repayable to the lender on demand at any time during the loan duration, or at the end of the term, or at the termination (whichever is earlier), to be repaid to the Lender with the total amount of the Principal Amount including all accrued interest.
f)	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	The parties are holding and wholly owned subsidiary companies. Further, PB Fintech Limited is a professionally managed company with no promoter / promoter group.
g)	whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Yes, the transaction is a related party transaction. The transaction is at arm’s length.
h)	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not applicable
i)	in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or	Name of the Lender and Borrower: Please refer point number (a) Nature of Loan: Unsecured Loan Amount of Loan: INR 50,00,00,000/- in one or more tranches Date of Execution of Agreement: June 21, 2024



	borrowed from a party become material on a cumulative basis;	Security Provided, if any: Nil Amount of Loan Outstanding as on date (excluding this loan) : Nil
<b>j)</b>	any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	Nil
<b>k)</b>	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof.	Not applicable