

August 02, 2025

To

National Stock Exchange of India Limited

Exchange Plaza, 5th 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 July 31, 2025 wherein we had informed that the Board of Directors have approved for Grant of unsecured loan up to INR 300,00,00,000/- to Policybazaar Insurance Brokers Private Limited ("Policybazaar") and up to INR 100,00,00,000/- 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. 300 crores to Policybazaar and Rs. 100 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/PoD2/CIR/P/0155 dated November 11, 2024, 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.

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

Encl.: A/a











Annexure-A

<u>Disbursement of unsecured loan of INR 300,00,00,000/- (Rupees Three Hundred Crores Only) to Policybazaar Insurance Brokers Private Limited ("Policybazaar"), a wholly owned subsidiary of the Company</u>

SL No.	Particulars	Details
a)	name(s) of parties with whom the agreement is entered;	The Agreement is executed between PB Fintech Limited (Lender) and Policybazaar Insurance Brokers Private Limited ("Policybazaar"), wholly owned subsidiary of the Company (Borrower).
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 300,00,00,000/- (Rupees Three Hundred Crores Only)
d)	shareholding, if any, in the entity with whom the agreement is executed;	100% shareholding on a fully diluted basis
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.;	Term of Loan: The Loan shall be repaid along with the interest to the Lender within 1 year from the date of disbursement. Borrower shall be entitled to prepay all or any part of the loan along with unpaid or accrued interest at any time without penalty therefor. Both Parties may mutually extend the loan duration of 1 year for a further period as may be agreed in writing. Repayment: 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 company. 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,	Name of the Lender and Borrower: Please refer point number (a)











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	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 borrowed from a party become material on a cumulative basis;	Nature of Loan: Unsecured Loan Total amount of Loan granted as on date: INR 83,10,00,000/- Amount of Loan to be disbursed pursuant to the above executed agreement (excluding this loan): INR 216,90,00,000 Date of Execution of Agreement: August 02, 2025 Security Provided, if any: Nil
j)	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
k)	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

<u>Disbursement of unsecured loan of INR 100,00,00,000/- (Rupees One Hundred Crores Only) to Paisabazaar</u> 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 (Lender) and Paisabazaar Marketing and Consulting Private Limited ("Paisabazaar"), wholly owned subsidiary of the Company (Borrower).
b)	purpose of entering into the agreement;	Disbursement of unsecured loan to Paisabazaar out of both IPO and non-IPO funds to be utilised towards meeting objects of the IPO and other expenses respectively.
c)	size of agreement;	INR 100,00,00,000/- (Rupees One Hundred Crores Only)
d)	shareholding, if any, in the entity with whom the agreement is executed;	100% Shareholding on a fully diluted basis
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 Term of Loan: The Loan shall be repaid along with the interest to the Lender within 1 year from the date of disbursement. Borrower shall be entitled to prepay all or any part of the loan along with unpaid or accrued interest at any time without penalty therefor. Both Parties may mutually extend the loan duration of 1 year for a further period as may be agreed in writing. Repayment: 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 borrowed from a party become material on a cumulative basis;	Name of the Lender and Borrower: Please refer point number (a) Nature of Loan: Unsecured Loan Total amount of Loan granted as on date: INR 20,00,00,000/- Amount of Loan to be disbursed pursuant to the above executed agreement (excluding this loan): INR 80,00,00,000/- Date of Execution of Agreement: August 02, 2025 Security Provided, if any: Nil
j)	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
k)	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







