

Date: April 12, 2023

BSE Limited
25th Floor, Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai – 400 001

National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No. C/1,
G Block, Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051
NSE Symbol – UGROCAP

Scrip Code – 511742

Dear Madam/Sir(s),

Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“SEBI LODR Regulations”)

Dear Sir/ Madam,

1. We wish to inform you that in furtherance to our intimation dated April 5, 2023, outcome dated April 11, 2023 and in accordance with Regulation 30 read with Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby inform you that the Company has executed an investment agreement on April 11, 2023 (“**Investment Agreement**”) with Danish Sustainable Development Goals Investment Fund K/S, a limited liability partnership incorporated under the laws of Denmark, with registration number (CVR) 39 58 55 29, having its principal place of business at Fredericiagade 27, DK 1310 Copenhagen, Denmark, represented by Investment Fund for Developing Countries, an investment fund incorporated under the laws of Kingdom of Denmark, with registration number CVR 23 59 86 12, having its principal place of business at Fredericiagade 27, DK 1310 Copenhagen, Denmark (“**Investor**”) with respect to its investment in the Company (“**Preferential Issue**”) in accordance with the Companies Act, 2013 read with the rules made thereunder and Chapter V of the of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other applicable laws.
2. Further, the details as required under Regulation 30 of the SEBI LODR Regulations read with SEBI Circular no. CIR/CFD/CMD/4/2015 dated September 9, 2015 with respect to the Investment Agreement is enclosed as Annexure A in this letter.

We request you to take the above on record and the same be treated as compliance under the applicable provisions of the SEBI LODR Regulations, as amended.

Thanking you,

Yours truly,

For UGRO Capital Limited

Namrata Sajnani
Company Secretary and Compliance Officer

UGRO CAPITAL LIMITED

Registered Office Address: Equinox Business Park, Tower 3, 4th Floor, LBS Road, Kurla (West), Mumbai – 400070. **CIN:** L67120MH1993PLC070739

Telephone: +91 22 41821600 | **E-mail:** info@ugrocapital.com | **Website:** www.ugrocapital.com

ANNEXURE A

Details of Investment Agreement as required to be disclosed under Regulation 30 read with SEBI Circular dated September 9, 2015

S No.	Particulars	Remarks	
1.	Name(s) of parties with whom the Investment Agreement is entered;	The Investment Agreement is entered between, Danish Sustainable Development Goals Investment Fund K/S, a limited liability partnership (in Danish, kommanditselskab) incorporated under the laws of Denmark, with registration number (CVR) 39 58 55 29, having its principal place of business at Fredericiagade 27, DK 1310 Copenhagen, Denmark, represented by Investment Fund for Developing Countries, an investment fund incorporated under the laws of Kingdom of Denmark, with registration number CVR 23 59 86 12, having its principal place of business at Fredericiagade 27, DK 1310 Copenhagen, Denmark, Poshika Advisory Services LLP (, Mr. Shachindra Nath, Poshika Financial Ecosystem Private Limited and UGRO Capital Limited.	
2.	Purpose of entering into the agreement;	To record the terms and conditions for issuance and allotment of 1,52,38,095 (One Crore Fifty Two Lakhs Thirty Eight Thousand and ninety-Five) equity shares of the Company to the Investor.	
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL	
4.	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.	Significant terms	Details
		Observer	The Investor has the right to nominate 1 (one) representative to attend all meetings (whether in person, telephonic or other) of the Board in a non-voting observer capacity (for so long as the Investor holds 5% of the Share capital of the Company on a Fully Diluted Basis).
		Board Seat	The Investor is entitled to nominate 1 (one) non-executive Director (for so long as the Investor holds 10% of the Share capital of the Company on a Fully Diluted Basis)
		Pre-emptive Right	Till such time that the Investor continues to hold at least 5% (five percent) of the Share Capital of the Company on a Fully Diluted Basis, the Company undertakes that in case of any issuance of Securities by the Company by way of a preferential allotment, the Investor shall have the right to subscribe to the Securities proposed to be issued by the Company pro-rata to the then existing Shareholding of the Investor (along with its Affiliates) in the Company on a Fully Diluted Basis.
Others	The preferential issue of Equity Shares to the Investor is subject to fulfilment of customary conditions precedents as defined in the Investment Agreement which inter alia include receipt of shareholders'		

UGRO CAPITAL LIMITED

Registered Office Address: Equinox Business Park, Tower 3, 4th Floor, LBS Road, Kurla (West), Mumbai – 400070. **CIN:** L67120MH1993PLC070739

Telephone: +91 22 41821600 | **E-mail:** info@ugrocapital.com | **Website:** www.ugrocapital.com

			approval of the Company and 'in-principle' listing approval from the stock exchanges .
5.	Whether, the said parties are related to promoter / promoter group/ group companies in any manner. If yes, nature of relationship	The Investor is not related to the promoter/ promoter group / group companies in any manner.	
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length"	Not applicable	
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Issue of 1,52,38,095 (One Crore Fifty Two Lakhs Thirty Eight Thousand and Ninety-Five) equity shares at a price of Rs. 157.50/- per Equity Share (at a premium of Rs. 147.50/- per Equity Share) on preferential basis.	
8.	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.	Stated in point 4 above. There is no potential conflict arising out of the agreement.	
9.	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; details of amendment and impact thereof or reasons of termination and impact thereof.	Not applicable	

UGRO CAPITAL LIMITED

Registered Office Address: Equinox Business Park, Tower 3, 4th Floor, LBS Road, Kurla (West), Mumbai – 400070. **CIN:** L67120MH1993PLC070739

Telephone: +91 22 41821600 | **E-mail:** info@ugrocapital.com | **Website:** www.ugrocapital.com