

February 25, 2026

BSE Limited Dept of Corporate Services, Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 Scrip Code: 543514	National Stock Exchange of India Limited The Listing Department, Exchange Plaza, Bandra Kurla Complex, Mumbai – 400 051 Symbol: VERANDA
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Dear Sir/Madam,

Ref: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”)

Sub: Execution of Agreements to avail Facility from City Union Bank Limited

Pursuant to Regulation 30 read with Para B of Part A of Schedule III of the SEBI Listing Regulations, we hereby inform you that, further to the disclosure made by the Company on February 06, 2026, regarding approval for raising a Term Loan of up to INR 140 Crores from City Union Bank Limited, certain agreements have been executed by the Company on February 24, 2026.

The key agreements executed are as follows:

1. Term Loan Agreement
2. Deed of Hypothecation

The details required under Regulation 30 of the SEBI Listing Regulations, read with SEBI Circular No. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026, last updated on January 30, 2026, are provided in **Annexure A** for the Term Loan Agreement and **Annexure B** for the Deed of Hypothecation.

Date of occurrence of event/information	February 24, 2026
Time of occurrence of event/information	11.30 P.M (I.S.T)

Thanks & Regards,
For Veranda Learning Solutions Limited

S. Balasundharam
Company Secretary & Compliance Officer
(M. No: ACS-11114)

Annexure A

Sr.No	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered	Veranda Learning Solutions Limited, the Company ('Borrower'); and City Union Bank Limited ('Lender')
2.	Purpose of entering into the agreement	The proceeds of the said borrowing shall be utilized, inter alia, towards the redemption of Non-Convertible Debentures (NCDs) issued by the Company and its wholly owned subsidiary, Veranda Race Learning Solutions Private Limited.
3.	Size of agreement	INR 140 Crores
4.	Shareholding, if any, in the entity with whom the agreement is executed	NIL
5.	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	N.A.
6.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	No
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued	N.A.
9.	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	<p>Borrower: Veranda Learning Solutions Limited Lender: City Union Bank Limited Nature of Loan: Term Loan Amount of Loan granted: INR 140 Crores Date of execution of the Loan Agreement: February 24,2026 Security:</p> <p><u>Collateral Security</u></p> <ol style="list-style-type: none"> 1) Land of 36,590 Sq.ft and school building of 3 floors situated at No.144 Seevaram Village, Perungudi, Chennai -600096. – Owned by Veranda K-12 Learning Solutions Private Limited 2) Land of 1,74,720 Sq.ft and school building of 3 floors situated at Morais City, 3rd North Main Road, Tiruchirapalli -620007 - Owned by Veranda K-12 Learning Solutions Private Limited

Veranda Learning Solutions Limited

 G.R. Complex, First Floor, No. 807-808, Anna Salai, Nandanam, Chennai - 600 035

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		<p><u>Personal Guarantee from</u></p> <p>a) Kalpathi S Aghoram b) Kalpathi S Ganesh c) Kalpathi S Suresh (“Promoters of the Company”)</p> <p><u>Corporate Guarantee from</u></p> <ol style="list-style-type: none"> 1. Veranda K-12 Learning Solutions Private Limited 2. Veranda Race Learning Solutions Private Limited <p><u>Hypothecation of Receivables and Other Current Assets (Present and Future) of the Following Companies:</u></p> <p>(a) Veranda Learning Solutions Limited (“Borrower/the Company”) (b) Veranda Race Learning Solutions Private Limited (“wholly owned subsidiary”) (c) Veranda IAS Learning Solutions Private Limited (“wholly owned subsidiary”) (d) Veranda Administrative Learning Solutions Private Limited (“wholly owned subsidiary”) (e) Phire Learning Solutions Private Limited (“a step-down subsidiary of the Company, being 99.98% held by Veranda Administrative Learning Solutions Private Limited”) (f) Neyyar Academy Private Limited (“Step-down wholly owned subsidiary”) (g) Veranda K-12 Learning Solutions Private Limited (“Step-down wholly owned subsidiary”) (h) Neyyar Education Private Limited (“Step-down wholly owned subsidiary”) (i) Bassure Solutions Private Limited (“Step-down wholly owned subsidiary”)</p> <p>The promoters of the Company propose to create a pledge over equity shares held in Veranda Learning Solutions Limited, aggregating to a total value of INR 50 crores (Rupees Fifty Crores only).</p> <p>The pledge agreement has not yet been executed. The parties shall make the requisite disclosures upon execution of the pledge agreement, in accordance with applicable laws and regulations.</p>
10.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors	N.A.

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	of the listed entity, potential conflict of interest arising out of such agreements, etc	
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	N.A.

Annexure B

Sr.No	Particulars	Details
a)	Name(s) of parties with whom the agreement is entered	<p><u>Borrower:</u> 1. Veranda Learning Solutions Limited (“VLS”)</p> <p><u>Security Providers:</u> 2. Veranda Race Learning Solutions Private Limited (“wholly owned subsidiary”) 3. Veranda IAS Learning Solutions Private Limited (“wholly owned subsidiary”) 4. Veranda Administrative Learning Solutions Private Limited (“wholly owned subsidiary”) 5. Phire Learning Solutions Private Limited (a step-down subsidiary of the Company, being 99.98% held by Veranda Administrative Learning Solutions Private Limited). 6. Neyyar Academy Private Limited (“Step-down wholly owned subsidiary”) 7. Veranda K-12 Learning Solutions Private Limited (“Step-down wholly owned subsidiary”) 8. Neyyar Education Private Limited (“Step-down wholly owned subsidiary”) 9. Bassure Solutions Private Limited (“Step-down wholly owned subsidiary”)</p> <p><u>In favour of:</u> SBICAP Trustee Company Limited (acting in its capacity as “Security Trustee”).</p>
b)	Purpose of entering into the agreement	The Deed of Hypothecation has been entered into to secure the borrowings from City Union Bank (‘lender’)
c)	Size of agreement	An amount of INR 140 Crores (Rupees One Hundred Forty Crores only) shall be secured by each of the Security Providers, except Phire Learning Solutions Private Limited, for which the secured amount shall be INR 40 Crores (Rupees Forty Crores only).
d)	Shareholding, if any, in the entity with whom the agreement is executed	Neither the Company nor any of its subsidiaries (as listed above), being parties to the Deed of Hypothecation, hold any shareholding in SBICAP Trustee Company Limited, in whose favour the Deed of Hypothecation has been executed.
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	N.A.

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	shares, right to restrict any change in capital structure etc	
f)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Please see row (a) above
g)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	Yes. The same is being done on an arm’s length basis.
h)	In case of issuance of shares to the parties, details of issue price, class of shares issued	N.A.
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	Refer Annexure A
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	N.A.
k)	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	N.A.