

February 26, 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,

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

Pursuant to Regulations 30 and 30A read with Schedule III of the SEBI Listing Regulations, we hereby inform you that Veranda XL Learning Solutions Private Limited (“VXL”), a wholly-owned subsidiary of Veranda Learning Solutions Limited (“the Company/VLS”), has entered into a facility agreement with RBL Bank Limited (“Lender”) for availing facilities depicted aggregating to INR 125 Crores. In connection therewith, the said agreement has been executed by VXL, to which the Company is not a party.

Nature of Facilities	Sanctioned Limit (Rs.in Crores)
Overdraft	2.00
Term Loan - 1	87.00
Term Loan - 2	25.00
Working Capital Term Loan	11.00
Total	125.00

The Company received intimation regarding the execution of the facility agreement on February 26, 2026.

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 given as Annexure A.

The aforesaid information is also hosted on the website of the Company viz. <https://www.verandalearning.com/web/index.php/stock-exchange-intimations>.

Thanks & Regards,
For Veranda Learning Solutions Limited

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

Annexure A

Particulars	Details						
a) If the listed entity is a party to the agreement, i. Details of the counterparties (including name and relationship with the listed entity);	No, the listed entity i.e. VLS is not a party to the facility agreement dated February 25, 2026.						
b) If listed entity is not a party to the agreement, i. Name of the party entering into such an agreement and the relationship with the listed entity; ii. Details of the counterparties to the agreement (including name and relationship with the listed entity);	The following entities are parties to the facility agreement <table border="1" data-bbox="842 571 1453 846"> <thead> <tr> <th>Name of the Party/Counter party</th> <th>Relationship with VLS</th> </tr> </thead> <tbody> <tr> <td>Veranda XL Learning Solutions Private Limited</td> <td>Wholly owned subsidiary of VLS</td> </tr> <tr> <td>RBL Bank Limited</td> <td>It is not a related party of or related to VLS.</td> </tr> </tbody> </table>	Name of the Party/Counter party	Relationship with VLS	Veranda XL Learning Solutions Private Limited	Wholly owned subsidiary of VLS	RBL Bank Limited	It is not a related party of or related to VLS.
Name of the Party/Counter party	Relationship with VLS						
Veranda XL Learning Solutions Private Limited	Wholly owned subsidiary of VLS						
RBL Bank Limited	It is not a related party of or related to VLS.						
iii. Date of entering into the agreement.	February 25,2026						
c) Purpose of entering into the agreement;	The facility agreement has been executed by VXL in connection with availing facilities aggregating to INR 125 Crores from RBL Bank Limited						
d) Shareholding, if any, in the entity with whom the agreement is executed;	VLS holds 100% of the equity shares in VXL. Neither VLS nor VXL hold shares in RBL Bank Limited.						
e) Significant terms of the agreement (in brief);	The Facility Agreement/Sanction contains the terms and conditions of the facility being availed by VXL. Certain key terms are as given as Annexure B						
f) Extent and the nature of impact on management or control of the listed entity;	The promoters of the Company propose to create a pledge over equity shares held by them in Veranda Learning Solutions Limited, aggregating to a total value of Rs.62.50 Crores in favor of RBL Bank Limited. 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.						
g) Details and quantification of the restriction or liability imposed upon the listed entity;	The quantification of the restrictions imposed on VLS by way of the facility agreement and sanction letter is not ascertainable as they are in the nature of covenants.						
h) Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Please refer to our response to paragraphs (b)(i) and (b)(ii) above						

Veranda Learning Solutions Limited

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

CIN: L74999TN2018PLC125880 [Email- secretarial@verandalearning.com](mailto:secretarial@verandalearning.com)

 www.verandalearning.com Ph: +91 44 4690 1007

i) whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Not Applicable
j) In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
k) 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.;	Not Applicable
l) In case of rescission, amendment or alteration, 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 and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);	Not Applicable

Annexure B

Facility: 1	Overdraft
Amount	INR 2,00,00,000 (Indian Rupees Two Crores only)
Facility: 2	Term Loan – 1
Limit	Rs.87,00,00,000 (Rupees Eighty Seven Crores only)
Facility: 3	Term Loan - 2
Limit	Rs.25,00,00,000 (Rupees Twenty-Five Crores only)
Facility: 4	Working Capital Term Loan
Limit	Rs.11,00,00,000 (Rupees Eleven Crores only)

Security:

1. Corporate Guarantee along with hypothecation of the entire current assets and movable fixed assets of B.B. Virtuals Private Limited, Tapasya Educational Institutions Private Limited, and Navkar Digital Institute Private Limited, for an initial aggregate amount of INR 40.00 Crores each, to be enhanced to INR 125.00 Crores each within 45 days from the date of disbursement.
2. Hypothecation of the entire current assets and movable fixed assets of Veranda XL Learning Solutions Limited.
3. Pledge of shares by the Promoters of Veranda Learning Solutions Limited, aggregating to a total value of INR 62.50 Crores, in favor of RBL Bank Limited.