

February 28, 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 refer to our earlier disclosures dated February 25, 2026, pertaining to the credit facility availed by the Company (“Veranda Learning Solutions Limited/VLS”) from City Union Bank Limited, and dated February 26, 2026, pertaining to the credit facility availed by Veranda XL Learning Solutions Private Limited (a wholly owned subsidiary of the Company) from RBL Bank Limited.

In connection with the aforesaid facilities, the Promoters of the Company — Mr. Kalpathi S Aghoram, Mr. Kalpathi S Ganesh and Mr. Kalpathi S Suresh (“Promoters”) — have, on February 27, 2026, executed the following documents:

S. No.	Document Executed	Executed in Favour of	In Relation to Facility Availed By	Status of VLS
1	Unattested Deed of Pledge	SBI Cap Trustee Company Limited (acting on behalf of City Union Bank Limited)	Veranda Learning Solutions Limited	Confirming Party
2	Deed of Pledge	RBL Bank Limited	Veranda XL Learning Solutions Private Limited	Not a Party

The details as required under Regulation 30 of the SEBI Listing Regulations, read with SEBI Circular No. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026 dated January 30, 2026, are provided as:

- **Annexure A** – pertaining to SBI Cap Trustee Company Limited
- **Annexure B** – pertaining to RBL Bank Limited

Date of occurrence of event/information	February 27, 2026
Time of occurrence of event/information	8.30 P.M (I.S.T)

Veranda Learning Solutions Limited

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

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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);	<p>The listed entity i.e. VLS is a confirming party to the Unattested Deed of Pledge.</p> <table border="1"> <thead> <tr> <th>Name of the Party/Counter party</th> <th>Relationship with VLS</th> </tr> </thead> <tbody> <tr> <td>Mr. Kalpathi S Aghoram (Pledgor 1)</td> <td>Promoter cum Non-Executive Director & Vice Chairman</td> </tr> <tr> <td>Mr. Kalpathi S Ganesh (Pledgor 2)</td> <td>Promoter cum Non-Executive Director</td> </tr> <tr> <td>Mr. Kalpathi S Suresh (Pledgor 3)</td> <td>Promoter cum Executive Director & Chairman</td> </tr> <tr> <td>SBICAP Trustee Company Limited (“Security Trustee”)</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	Mr. Kalpathi S Aghoram (Pledgor 1)	Promoter cum Non-Executive Director & Vice Chairman	Mr. Kalpathi S Ganesh (Pledgor 2)	Promoter cum Non-Executive Director	Mr. Kalpathi S Suresh (Pledgor 3)	Promoter cum Executive Director & Chairman	SBICAP Trustee Company Limited (“Security Trustee”)	It is not a related party of or related to VLS.
Name of the Party/Counter party	Relationship with VLS										
Mr. Kalpathi S Aghoram (Pledgor 1)	Promoter cum Non-Executive Director & Vice Chairman										
Mr. Kalpathi S Ganesh (Pledgor 2)	Promoter cum Non-Executive Director										
Mr. Kalpathi S Suresh (Pledgor 3)	Promoter cum Executive Director & Chairman										
SBICAP Trustee Company Limited (“Security Trustee”)	It is not a related party of or related to VLS.										
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);	Not Applicable										
iii. date of entering into the agreement.	February 27,2026										
c) purpose of entering into the agreement;	Creating a pledge over equity shares held in Veranda Learning Solutions Limited, aggregating to a total value of INR 50 crores (Rupees Fifty Crores only).										
d) shareholding, if any, in the entity with whom the agreement is executed;	Neither VLS nor promoters of the Company hold shares in SBICAP Trustee Company Limited.										
e) significant terms of the agreement (in brief);	<p>Pursuant to the terms of the Deed of Pledge, the Pledged Securities shall, at all times until the Final Settlement Date and subject to the terms of the Deed, comprise 30,00,000 (Thirty Lakh) equity shares forming part of the paid-up equity share capital of VLS.</p> <p>The Pledged Securities shall, at all times, maintain a minimum aggregate value of INR 50.00 Crores. In the event that the value of the Pledged Securities falls below INR 50.00 Crores, the Pledgors shall, in accordance with the terms of the Deed, pledge such additional equity shares as may be required to restore and maintain the minimum stipulated security cover</p>										
f) extent and the nature of impact on management or control of the listed entity;	Creating a pledge over equity shares held in the Company, aggregating to a total value of INR 50										

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	<p>Crores in favor of SBICAP Trustee Company Limited.</p> <p>The execution of Unattested Deed of Pledge does not have any provisions that will have an impact on management or control of the listed entity.</p> <p>As is customary in financing arrangements involving pledge of shares, invocation or enforcement of the pledge by the lender, upon the occurrence of events specified in the relevant transaction documents, may have a consequential impact on the shareholding pattern of the Company .However, such impact would arise only in the event of enforcement in accordance with the agreed terms.</p>
g) details and quantification of the restriction or liability imposed upon the listed entity;	Not Applicable
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 (a)(i) above
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

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 Deed of Pledge dated February 27, 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);	<p>The following entities are parties to the Deed of Pledge.</p> <table border="1"> <thead> <tr> <th>Name of the Party/Counter party</th> <th>Relationship with VLS</th> </tr> </thead> <tbody> <tr> <td>Mr. Kalpathi S Aghoram (Pledgor 1)</td> <td>Promoter cum Non-Executive Director & Vice Chairman</td> </tr> <tr> <td>Mr. Kalpathi S Ganesh (Pledgor 2)</td> <td>Promoter cum Non-Executive Director</td> </tr> <tr> <td>Mr. Kalpathi S Suresh (Pledgor 3)</td> <td>Promoter cum Executive Director & Chairman</td> </tr> <tr> <td>RBL Bank Limited (“Lender”)</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	Mr. Kalpathi S Aghoram (Pledgor 1)	Promoter cum Non-Executive Director & Vice Chairman	Mr. Kalpathi S Ganesh (Pledgor 2)	Promoter cum Non-Executive Director	Mr. Kalpathi S Suresh (Pledgor 3)	Promoter cum Executive Director & Chairman	RBL Bank Limited (“Lender”)	It is not a related party of or related to VLS.
Name of the Party/Counter party	Relationship with VLS										
Mr. Kalpathi S Aghoram (Pledgor 1)	Promoter cum Non-Executive Director & Vice Chairman										
Mr. Kalpathi S Ganesh (Pledgor 2)	Promoter cum Non-Executive Director										
Mr. Kalpathi S Suresh (Pledgor 3)	Promoter cum Executive Director & Chairman										
RBL Bank Limited (“Lender”)	It is not a related party of or related to VLS.										
iii. date of entering into the agreement.	February 27,2026										
c) purpose of entering into the agreement;	Creating a pledge over equity shares held in Veranda Learning Solutions Limited, aggregating to a total value of INR 62.50 crores (Rupees Sixty-Two Crores Fifty Lakhs only).										
d) shareholding, if any, in the entity with whom the agreement is executed;	Neither VLS nor promoters of the Company hold shares in RBL Bank Limited.										
e) significant terms of the agreement (in brief);	The Pledged Securities shall, at all times, maintain a minimum aggregate value of INR 62.50 crores (Rupees Sixty-Two Crores Fifty Lakhs only) . In the event that the value of the Pledged Securities falls below INR 62.50 crores, the Pledgors shall, in accordance with the terms of the Deed, pledge such additional equity shares as may be required to restore and maintain the minimum stipulated security cover.										
f) extent and the nature of impact on management or control of the listed entity;	<p>The promoters of the Company propose to create a pledge over equity shares held in the Company, aggregating to a total value of INR 62.50 crores in favor of RBL Bank Limited.</p> <p>The execution of Unattested Deed of Pledge does not have any provisions that will have an impact on management or control of the listed entity.</p>										

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	As is customary in financing arrangements involving pledge of shares, invocation or enforcement of the pledge by the lender, upon the occurrence of events specified in the relevant transaction documents, may have a consequential impact on the shareholding pattern of the Company .However, such impact would arise only in the event of enforcement in accordance with the agreed terms.
g) details and quantification of the restriction or liability imposed upon the listed entity;	Not Applicable
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
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

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