



Veranda Learning Solutions Limited

17th April, 2024

To The Secretary BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai - 400 001 Scrip Code: 543514	To The Manager, Listing Department, National Stock Exchange of India Limited Exchange Plaza, C-1, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 Scrip Code: VERANDA
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Sir / Madam,

Sub: Intimation Pursuant to Regulation 30 and 30A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (“Listing Regulations”) – Deed of Hypothecation

In compliance with Regulations Regulation 30(2) of the Listing Regulations read with Clause 5A of Para A of Part A of Schedule III of the Listing Regulations, Veranda Learning Solutions Limited (“VLS”) is hereby making a disclosure of the deed of hypothecation dated 15 April 2024 (“**Deed of Hypothecation**”) executed between: (i) VLS; (ii) Veranda XL Learning Solutions Private Limited; (iii) Veranda Race Learning Solutions Private Limited; (iv) Brain4ce Education Solutions Private Limited; (v) Veranda Management Learning Solutions Private Limited; (vi) Veranda Administrative Learning Solutions Private Limited; (vii) Six Phrase Edutech Private Limited; (viii) Phire Learning Solutions Private Limited; (ix) Neyyar Education Private Limited; (x) Neyyar Academy Private Limited; (xi) Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited); (xii) BAssure Solutions Private Limited; (xiii) Tapasya Educational Institutions Private Limited; (xiv) Sreedhar CCE Learning Solutions Private Limited; (xv) Talently Innovative Solutions Private Limited; and (xvi) Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee), to secure the issuance of senior, secured, redeemable, and unlisted non-convertible debentures (“**NCDs**”) issued / proposed to be issued by VLS, Veranda XL Learning Solutions Private Limited (“**Veranda XL**”) and Veranda Race Learning Solutions Private Limited (“**Veranda Race**”). VLS is a party to the Deed of Hypothecation. The companies listed in S. Nos. (ii) to (xv) above, are the subsidiaries / step-down subsidiaries of VLS.

The details of the Deed of Hypothecation, as required under the SEBI Circular No. SEBI/HO/CFD/CFD-PoD1/P/CIR/2023/123 dated July 13, 2023 (“**SEBI Circular**”), are being furnished in **Annexure 1**, attached hereto.



Veranda Learning Solutions Limited

The creation of security under the Deed of Hypothecation was approved by the Board of Directors of the VLS at its meeting held on 21st March 2024, by the audit committee of VLS at its meeting held on 21st March 2024 of VLS, and the shareholders of VLS at the extraordinary general meeting held on 15 April 2024.

Further, pursuant to Regulation 30A read with Clause 5A of Para A of Part A of Schedule III of the Listing Regulations, the required details under SEBI Circular received from (i) Veranda XL; (ii) Veranda Race; (iii) Brain4ce Education Solutions Private Limited; (iv) Veranda Management Learning Solutions Private Limited; (v) Veranda Administrative Learning Solutions Private Limited; (vi) Six Phrase Edutech Private Limited; (vii) Phire Learning Solutions Private Limited; (viii) Neyyar Education Private Limited; (ix) Neyyar Academy Private Limited; (x) Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited); (xi) BAssure Solutions Private Limited; (xii) Tapasya Educational Institutions Private Limited; (xiii) Sreedhar CCE Learning Solutions Private Limited; and (xiv) Talentely Innovative Solutions Private Limited; and, in relation to Deed of Hypothecation, are being furnished in **Annexure 2**, attached hereto.

We also wish to inform you that we are also taking the below mentioned steps to ensure complete compliance with the Listing Regulations:

- a. disclosure of the details of the Deed of Hypothecation on the website of VLS at <https://www.verandalearning.com/web/index.php/stock-exchange-intimations>, as required by Regulation 30(8) of the Listing Regulations is being made today; and
- b. disclosure of the details of the Deed of Hypothecation, its salient features, including the link to the webpage where complete details of the Deed of Hypothecation would be disclosed and mentioned, in the annual report of VLS for the financial year 2023-24, in terms of Regulation 30A(2) of the Listing Regulations.

The above information will also be available on the website of VLS at www.verandalearning.com.

Kindly take the same on record and display the same on the website of your exchange.

**Thanks & Regards,
For Veranda Learning Solutions Limited**

**M Anantharamakrishnan
Company Secretary & Compliance Officer
M. No: ACS-7187**

ANNEXURE - 1

Details of the Hypothecation

Sl. No	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);	Veranda Learning Solutions Limited (" VLS ") is a party to the deed of hypothecation dated 15 April 2024 (" Deed of Hypothecation "). <u>Details of the counterparties (including name and relationship with the listed entity)</u> <table border="1" data-bbox="708 680 1485 2069"> <thead> <tr> <th data-bbox="708 680 788 797">S. No.</th> <th data-bbox="788 680 1235 797">Name of the counterparties</th> <th data-bbox="1235 680 1485 797">Relationship with the listed entity</th> </tr> </thead> <tbody> <tr> <td data-bbox="708 797 788 920">1)</td> <td data-bbox="788 797 1235 920">Veranda XL Learning Solutions Private Limited ("Veranda XL")</td> <td data-bbox="1235 797 1485 920">Subsidiary</td> </tr> <tr> <td data-bbox="708 920 788 1043">2)</td> <td data-bbox="788 920 1235 1043">Veranda Race Learning Solutions Private Limited ("Veranda Race")</td> <td data-bbox="1235 920 1485 1043">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 1043 788 1167">3)</td> <td data-bbox="788 1043 1235 1167">Brain4ce Education Solutions Private Limited ("Edureka")</td> <td data-bbox="1235 1043 1485 1167">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 1167 788 1290">4)</td> <td data-bbox="788 1167 1235 1290">Veranda Management Learning Solutions Private Limited ("VMLS")</td> <td data-bbox="1235 1167 1485 1290">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 1290 788 1413">5)</td> <td data-bbox="788 1290 1235 1413">Veranda Administrative Learning Solutions Private Limited ("VALS")</td> <td data-bbox="1235 1290 1485 1413">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 1413 788 1592">6)</td> <td data-bbox="788 1413 1235 1592">Six Phrase Edutech Private Limited ("Six Phrase")</td> <td data-bbox="1235 1413 1485 1592">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="708 1592 788 1783">7)</td> <td data-bbox="788 1592 1235 1783">Phire Learning Solutions Private Limited ("Phire")</td> <td data-bbox="1235 1592 1485 1783">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="708 1783 788 1973">8)</td> <td data-bbox="788 1783 1235 1973">Neyyar Education Private Limited ("Neyyar Education")</td> <td data-bbox="1235 1783 1485 1973">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="708 1973 788 2069">9)</td> <td data-bbox="788 1973 1235 2069">Neyyar Academy Private Limited ("Neyyar Academy")</td> <td data-bbox="1235 1973 1485 2069">Step-down subsidiary (i.e.,</td> </tr> </tbody> </table>	S. No.	Name of the counterparties	Relationship with the listed entity	1)	Veranda XL Learning Solutions Private Limited (" Veranda XL ")	Subsidiary	2)	Veranda Race Learning Solutions Private Limited (" Veranda Race ")	Wholly owned subsidiary	3)	Brain4ce Education Solutions Private Limited (" Edureka ")	Wholly owned subsidiary	4)	Veranda Management Learning Solutions Private Limited (" VMLS ")	Wholly owned subsidiary	5)	Veranda Administrative Learning Solutions Private Limited (" VALS ")	Wholly owned subsidiary	6)	Six Phrase Edutech Private Limited (" Six Phrase ")	Step-down subsidiary (i.e., subsidiary of VALS)	7)	Phire Learning Solutions Private Limited (" Phire ")	Step-down subsidiary (i.e., subsidiary of VALS)	8)	Neyyar Education Private Limited (" Neyyar Education ")	Step-down subsidiary (i.e., subsidiary of VALS)	9)	Neyyar Academy Private Limited (" Neyyar Academy ")	Step-down subsidiary (i.e.,
S. No.	Name of the counterparties	Relationship with the listed entity																														
1)	Veranda XL Learning Solutions Private Limited (" Veranda XL ")	Subsidiary																														
2)	Veranda Race Learning Solutions Private Limited (" Veranda Race ")	Wholly owned subsidiary																														
3)	Brain4ce Education Solutions Private Limited (" Edureka ")	Wholly owned subsidiary																														
4)	Veranda Management Learning Solutions Private Limited (" VMLS ")	Wholly owned subsidiary																														
5)	Veranda Administrative Learning Solutions Private Limited (" VALS ")	Wholly owned subsidiary																														
6)	Six Phrase Edutech Private Limited (" Six Phrase ")	Step-down subsidiary (i.e., subsidiary of VALS)																														
7)	Phire Learning Solutions Private Limited (" Phire ")	Step-down subsidiary (i.e., subsidiary of VALS)																														
8)	Neyyar Education Private Limited (" Neyyar Education ")	Step-down subsidiary (i.e., subsidiary of VALS)																														
9)	Neyyar Academy Private Limited (" Neyyar Academy ")	Step-down subsidiary (i.e.,																														

Sl. No	Particulars	Details	
			subsidiary of VALS)
		10)	Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (" Educare ")
		11)	BAssure Solutions Private Limited (" BAssure ")
		12)	Tapasya Educational Institutions Private Limited (" Tapasya ")
		13)	Sreedhar CCE Learning Solutions Private Limited (" Sreedhar ")
		14)	Talentely Innovative Solutions Private Limited (" Talentely ")
		15)	Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee pursuant to the A&R Common Security Trustee Agreement dated 15 April 2024)
		<p>(VLS, together with Veranda XL, Veranda Race, Edureka, VMLS, VALS, Six Phrase, Phire, Neyyar Education, Neyyar Academy, Educare, BAssure, Tapasya, Sreedhar and Talentely are collectively hereinafter referred to as the Chargors, and "Chargor" means any of them.)</p>	
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;	N.A.	

Sl. No	Particulars	Details									
	ii. details of the counterparties to the agreement (including name and relationship with the listed entity);	N.A.									
	iii. date of entering into the agreement.	N.A.									
c)	purpose of entering into the agreement;	<p>The Deed of Hypothecation has been entered into between the Chargors and Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee) to secure:</p> <ul style="list-style-type: none"> a) the issuance of senior, secured, redeemable, and unlisted non-convertible debentures proposed to be issued by VLS for an aggregate amount of INR 125,00,00,000 (Rupees One Hundred and Twenty Five Crores) (which aggregate amount includes a green shoe option of INR 100,00,00,000 (Rupees One Hundred Crores) ("VLS Debentures"); b) the issuance of senior, secured, redeemable, and unlisted non-convertible debentures issued / proposed to be issued by Veranda XL for an aggregate amount of INR 310,00,00,000 (Rupees Three Hundred and Ten Crores) ("Veranda XL Debentures"); and c) the issuance of senior, secured, redeemable, and unlisted non-convertible debentures proposed to be issued by Veranda Race for an aggregate amount of INR 110,00,00,000 (Rupees One Hundred and Ten Crores) (which aggregate amount includes a green shoe option of INR 20,00,00,000 (Rupees Twenty Crores) ("Veranda Race Debentures"). <p><i>The VLS Debentures, the Veranda XL Debentures and the Veranda Race Debentures are collectively referred to as the Debentures. Please refer to our disclosure dated 26th March 2024 in relation to the issuance of the Debentures.</i></p>									
d)	shareholding, if any, in the entity with whom the agreement is executed	<table border="1"> <thead> <tr> <th data-bbox="702 1736 790 1816">S. No.</th> <th data-bbox="790 1736 1252 1816">Name of the entity</th> <th data-bbox="1252 1736 1490 1816">Shareholding</th> </tr> </thead> <tbody> <tr> <td data-bbox="702 1816 790 1939">1)</td> <td data-bbox="790 1816 1252 1939">Veranda XL Learning Solutions Private Limited ("Veranda XL")</td> <td data-bbox="1252 1816 1490 1939">76%</td> </tr> <tr> <td data-bbox="702 1939 790 2051">2)</td> <td data-bbox="790 1939 1252 2051">Veranda Race Learning Solutions Private Limited ("Veranda Race")</td> <td data-bbox="1252 1939 1490 2051">100%</td> </tr> </tbody> </table>	S. No.	Name of the entity	Shareholding	1)	Veranda XL Learning Solutions Private Limited (" Veranda XL ")	76%	2)	Veranda Race Learning Solutions Private Limited (" Veranda Race ")	100%
S. No.	Name of the entity	Shareholding									
1)	Veranda XL Learning Solutions Private Limited (" Veranda XL ")	76%									
2)	Veranda Race Learning Solutions Private Limited (" Veranda Race ")	100%									

Sl. No	Particulars	Details		
		3)	Brain4ce Education Solutions Private Limited (" Edureka ")	100%
		4)	Veranda Management Learning Solutions Private Limited (" VMLS ")	100%
		5)	Veranda Administrative Learning Solutions Private Limited (" VALS ")	100%
		6)	Six Phrase Edutech Private Limited (" Six Phrase ")	Nil
		7)	Phire Learning Solutions Private Limited (" Phire ")	Nil
		8)	Neyyar Education Private Limited (" Neyyar Education ")	Nil
		9)	Neyyar Academy Private Limited (" Neyyar Academy ")	Nil
		10)	Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (" Educare ")	Nil
		11)	BAssure Solutions Private Limited (" BAssure ")	Nil
		12)	Tapasya Educational Institutions Private Limited (" Tapasya ")	Nil
		13)	Sreedhar CCE Learning Solutions Private Limited (" Sreedhar ")	Nil
		14)	Talentely Innovative Solutions Private Limited (" Talentely ")	Nil
		15)	Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee pursuant to the A&R Common Security Trustee Agreement dated 15 April 2024)	N.A.
e)	significant terms of the agreement (in brief);	<p>The Deed of Hypothecation contains the terms and conditions of the hypothecation being created by the Chargors to secure the Debentures.</p> <p>(i) Under the Deed of Hypothecation :</p> <p>(a) VLS has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets (other than the assets mentioned in sub-clause (b)</p>		

Sl. No	Particulars	Details
		<p>below), both present and future, as Security for the Relevant Common Secured Debt in relation to VLS;</p> <p>(b) VLS has hypothecated by way of a first ranking exclusive charge over the VLSL DSRA, the VLSL DSRA Required Balance and the VLSL Designated Account and all amounts lying thereto in relation to the VLSL Debentures, both present and future as Security for the VLSL Debt;</p> <p>(c) Veranda XL has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets (other than the assets mentioned in sub-clause (d) below), both present and future, as Security for the Relevant Common Secured Debt in relation to Veranda XL;</p> <p>(d) Veranda XL has hypothecated by way of a first ranking exclusive charge over the Veranda XL DSRA, the Veranda XL DSRA Required Balance and the Veranda XL Designated Account and all amounts lying thereto in relation to the Veranda XL Debentures, both present and future as Security for the Veranda XL Debt;</p> <p>(e) Veranda Race has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets (other than the assets mentioned in sub-clause (f) below), both present and future, as Security for the Relevant Common Secured Debt in relation to Veranda Race;</p> <p>(f) Veranda Race has hypothecated by way of a first ranking exclusive charge over the Race DSRA, the Race DSRA Required Balance and the Race Designated Account and all amounts lying thereto in relation to the Race Debentures, both present and future as Security for the Race Debt;</p> <p>(g) Edureka has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Edureka;</p>

Sl. No	Particulars	Details
		<p>(h) VMLS has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to VMLS;</p> <p>(i) VALS has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to VALS;</p> <p>(j) Six Phrase has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Six Phrase;</p> <p>(k) Phire has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Phire;</p> <p>(l) Neyyar Education has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Neyyar Education;</p> <p>(m) Neyyar Academy has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Neyyar Academy;</p> <p>(n) Educare has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both</p>

Sl. No	Particulars	Details
		<p>present and future, as Security for the Relevant Common Secured Debt in relation to Educare;</p> <p>(o) BAssure has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets as Security, both present and future, for the Relevant Common Secured Debt in relation to BAssure;</p> <p>(p) Tapasya has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Tapasya;</p> <p>(q) Sreedhar has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Sreedhar; and</p> <p>(r) Talentely has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Talentely,</p> <p>together with all benefits, rights and incidentals attached thereto and all related proceeds and claims, which are now or shall at any time hereafter be owned by the Chargors, and all estate, right, title, interest, property, demands and all other benefits whatsoever of the Chargors unto and upon the same (collectively, the “Hypothecated Assets”).</p> <p>(ii) The Deed of Hypothecation may be enforced by the Common Security Trustee in accordance with its terms, upon any default by any of the Chargors of their obligations under the transaction documents executed in respect of the Debentures.</p> <p>The terms used in this row (e) and not defined herein, shall have the meanings ascribed to them in the Deed of Hypothecation.</p>

Sl. No	Particulars	Details
f)	extent and the nature of impact on management or control of the listed entity;	<p>Under the Deed of Hypothecation, VLS shall, <i>inter alia</i>:</p> <ul style="list-style-type: none"> a) not take any steps or actions to effect any change in the composition of its board of directors which change will lead to a change of control (as defined under the Deed of Hypothecation); b) ensure that the promoters of VLS shall at all times hold at least 40% of the share capital of VLS free from any encumbrance (save and except any encumbrance created pursuant to any security documents entered into pursuant to the issue of the Debentures; and c) ensure that the promoters of VLS shall at all times until the final settlement date (as defined under the Deed of Hypothecation) be the largest shareholders in VLS.
g)	details and quantification of the restriction or liability imposed upon the listed entity;	<p>Under the Deed of Hypothecation, VLS shall, <i>inter alia</i>:</p> <ul style="list-style-type: none"> a) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management personnel (in line with the industry standards for a similar class of business); b) not make any amendments to its constitutional documents without the prior written consent of the debenture trustee unless such amendments are required to be carried out pursuant to the terms of the transaction documents or applicable laws; c) maintain a positive net worth; d) comply with the relevant applicable laws; e) not engage in the business of providing “financial services” (as defined under the Insolvency and Bankruptcy Code, 2016); f) not make any acquisitions or investments other than those acquisitions or investments that are permitted under the terms of the Deed of Hypothecation; g) not enter into any merger, spin-off, consolidation, reorganisation, restructuring, or implement any scheme of amalgamation or reconstruction without the prior written consent of the debenture trustee, other than those actions specifically permitted under the terms of the Deed of Hypothecation; h) not extend any loans or provide any credit or financial assistance, give any guarantee or indemnity to any other person save and except as permitted under the Deed of Hypothecation; i) not avail any further financial indebtedness other than such financial indebtedness permitted under the terms of the Deed of Hypothecation; and

Sl. No	Particulars	Details
		j) not issue any shares or any other securities convertible to shares, without the prior written consent of the debenture trustee, save and except such issuances which are specifically permitted under the Deed of Hypothecation.
h)	whether, the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship;	Please see row (d) above.
i)	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.
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)	<p>in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> 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); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	Not Applicable

Annexure 2

Date: 17th April, 2024

To
Veranda Learning Solutions Limited
34, Thirumalai Road, T.Nagar,
Chennai, Tamil Nadu-600017

Dear Sirs

Subject: Intimation under Regulation 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

We write pursuant to Regulation 30A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time, ("**Listing Regulations**"), which requires, *inter alia*, subsidiaries of a listed entity who are parties to agreements which impact the management or control of the listed entity or impose any restriction or create any liability upon the listed entity, to disclose the same to the listed entity.

We wish to inform you that we have entered into a deed of hypothecation dated 15 April 2024 ("**Deed of Hypothecation**") with Catalyst Trusteeship Limited (acting in its capacity as the common security trustee pursuant to the A&R common security trustee agreement dated 15 April 2024) ("**Common Security Trustee**") to secure:

- a) the proposed issuance of up to 2,500 senior, secured, redeemable and unlisted non-convertible debentures of a nominal value of INR 1,00,000 each in one or more series and/or tranches aggregating to not more than INR 25,00,00,000 (Rupees Twenty Five Crores Only) along with an additional green shoe option to issue up to 10,000 senior, secured, redeemable and unlisted non-convertible debentures of a nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,00,000 (Rupees One Hundred Crores Only) in one or more series and/or tranches, to be issued by Veranda Learning Solutions Limited ("**VLSL**") on a private placement basis, aggregating, on the whole, to not more than INR 125,00,00,000 (Rupees One Hundred and Twenty Five Crores Only) ("**VLSL Debentures**") in terms of the debenture trust deed dated 25 March 2024, executed between VLSL and Catalyst Trusteeship Limited (acting as the debenture trustee), as amended;
- b) the proposed issuance of up to 31,000 senior, secured, redeemable and unlisted non-convertible debentures of a nominal value of INR 1,00,000 each in one or more series and/or tranches on a private placement basis, aggregating to not more than INR 310,00,00,000 (Rupees Three Hundred and Ten Crores Only) ("**Veranda XL Debentures**") issued / to be issued by Veranda XL Learning Solutions Private Limited ("**Veranda XL**") in terms of the debenture trust deed dated 25 March 2024, executed between Veranda XL and Catalyst Trusteeship Limited (acting as the debenture trustee), as amended; and
- c) the proposed issuance of up to 9,000 senior, secured, redeemable, unlisted and non-convertible debentures of a nominal value of INR 1,00,000 each in one or more series and/or tranches aggregating to not more than INR 90,00,00,000 (Rupees Ninety Crores Only) along with an additional green shoe option to issue up to 2,000 senior, secured, redeemable and unlisted non-convertible debentures of a nominal value of INR 1,00,000 each, aggregating to not more than INR 20,00,00,000 (Rupees Twenty

Crore Only), in one or more series and/or tranches, to be issued by Veranda Race Learning Solutions Private Limited ("**Veranda Race**") on a private placement basis, aggregating, on the whole, to not more than INR 110,00,00,000 (Rupees One Hundred and Ten Crores Only) ("**Veranda Race Debentures**") in terms of the debenture trust deed dated 25 March 2024, executed between Veranda Race and Catalyst Trusteeship Limited (acting as the debenture trustee), as amended.

The relevant details as mandated by the Listing Regulations read with SEBI Circular SEBI/HO/CFD/CFD- PoD-1/P/CIR/2023/123 dated July 13, 2023, are enclosed as Annexure A hereto.

Kindly acknowledge the receipt of this intimation.

Thanking you


Yours Faithfully

For Veranda XL Learning Solutions Private Limited



Name: K. Praveen Kumar
Designation: Director

For Veranda Race Learning Solutions Private Limited



Name: K. Praveen Kumar
Designation: Director

For Brain4ce Education Solutions Private Limited



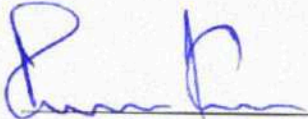
Name: K. Praveen Kumar
Designation: Director

For Veranda Management Learning Solutions Private Limited



Name: K. Praveen Kumar
Designation: Director

For Veranda Administrative Learning Solutions Private Limited



Name: K. Praveen Kumar
Designation: Director

For Six Phrase Edutech Private Limited



Name: K. Praveen Kumar
Designation: Director

For Phire Learning Solutions Private Limited



Name: P. Rajesh
Designation: Director

For Neyyar Education Private Limited




Name: P. Rajesh
Designation: Director

For Neyyar Academy Private Limited



Name: P. Rajesh
Designation: Director

For Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited)



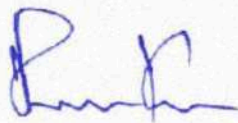
Name: P. Rajesh
Designation: Director

For BAssure Solutions Private Limited



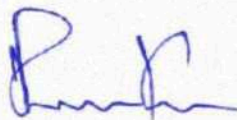
Name: P. Rajesh
Designation: Director

For Tapasya Educational Institutions Private Limited



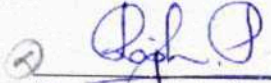
Name: K. Praveen Kumar
Designation: Director

For Sreedhar CCE Learning Solutions Private Limited



Name: K. Praveen Kumar
Designation: Director

For Talently Innovative Solutions Private Limited


Name: P. Rajesh
Designation: Director

Enclosures:

- Annexure A - Details of the Deed of Hypothecation

Annexure A

Details of the Deed of Hypothecation

Sl. No	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);	Veranda Learning Solutions Limited (" VLS ") is a party to the deed of hypothecation dated 15 April 2024 (" Deed of Hypothecation "). <u>Details of the counterparties (including name and relationship with the listed entity)</u> <table border="1" data-bbox="751 651 1460 1924"> <thead> <tr> <th data-bbox="751 651 815 757">S. No.</th> <th data-bbox="831 651 1225 757">Name of the counterparties</th> <th data-bbox="1241 651 1460 757">Relationship with the listed entity</th> </tr> </thead> <tbody> <tr> <td data-bbox="751 763 815 869">1)</td> <td data-bbox="831 763 1225 869">Veranda XL Learning Solutions Private Limited ("Veranda XL")</td> <td data-bbox="1241 763 1460 869">Subsidiary</td> </tr> <tr> <td data-bbox="751 875 815 981">2)</td> <td data-bbox="831 875 1225 981">Veranda Race Learning Solutions Private Limited ("Veranda Race")</td> <td data-bbox="1241 875 1460 981">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="751 987 815 1093">3)</td> <td data-bbox="831 987 1225 1093">Brain4ce Education Solutions Private Limited ("Edureka")</td> <td data-bbox="1241 987 1460 1093">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="751 1099 815 1205">4)</td> <td data-bbox="831 1099 1225 1205">Veranda Management Learning Solutions Private Limited ("VMLS")</td> <td data-bbox="1241 1099 1460 1205">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="751 1211 815 1317">5)</td> <td data-bbox="831 1211 1225 1317">Veranda Administrative Learning Solutions Private Limited ("VALS")</td> <td data-bbox="1241 1211 1460 1317">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="751 1323 815 1480">6)</td> <td data-bbox="831 1323 1225 1480">Six Phrase Edutech Private Limited ("Six Phrase")</td> <td data-bbox="1241 1323 1460 1480">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="751 1487 815 1644">7)</td> <td data-bbox="831 1487 1225 1644">Phire Learning Solutions Private Limited ("Phire")</td> <td data-bbox="1241 1487 1460 1644">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="751 1650 815 1830">8)</td> <td data-bbox="831 1650 1225 1830">Neyyar Education Private Limited ("Neyyar Education")</td> <td data-bbox="1241 1650 1460 1830">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="751 1836 815 1924">9)</td> <td data-bbox="831 1836 1225 1924">Neyyar Academy Private Limited ("Neyyar Academy")</td> <td data-bbox="1241 1836 1460 1924">Step-down subsidiary (i.e.,</td> </tr> </tbody> </table>	S. No.	Name of the counterparties	Relationship with the listed entity	1)	Veranda XL Learning Solutions Private Limited (" Veranda XL ")	Subsidiary	2)	Veranda Race Learning Solutions Private Limited (" Veranda Race ")	Wholly owned subsidiary	3)	Brain4ce Education Solutions Private Limited (" Edureka ")	Wholly owned subsidiary	4)	Veranda Management Learning Solutions Private Limited (" VMLS ")	Wholly owned subsidiary	5)	Veranda Administrative Learning Solutions Private Limited (" VALS ")	Wholly owned subsidiary	6)	Six Phrase Edutech Private Limited (" Six Phrase ")	Step-down subsidiary (i.e., subsidiary of VALS)	7)	Phire Learning Solutions Private Limited (" Phire ")	Step-down subsidiary (i.e., subsidiary of VALS)	8)	Neyyar Education Private Limited (" Neyyar Education ")	Step-down subsidiary (i.e., subsidiary of VALS)	9)	Neyyar Academy Private Limited (" Neyyar Academy ")	Step-down subsidiary (i.e.,
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Sl. No	Particulars	Details																					
		<table border="1"> <tr> <td></td> <td></td> <td>subsidiary of VALS)</td> </tr> <tr> <td>10)</td> <td>Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) ("Educare")</td> <td>Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td>11)</td> <td>BAssure Solutions Private Limited ("BAssure")</td> <td>Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td>12)</td> <td>Tapasya Educational Institutions Private Limited ("Tapasya")</td> <td>Step-down subsidiary (i.e., subsidiary of Veranda XL)</td> </tr> <tr> <td>13)</td> <td>Sreedhar CCE Learning Solutions Private Limited ("Sreedhar")</td> <td>Step-down subsidiary (i.e., Wholly owned subsidiary of Veranda Race)</td> </tr> <tr> <td>14)</td> <td>Talentely Innovative Solutions Private Limited ("Talentely")</td> <td>Step-down subsidiary (i.e., subsidiary of Six Phrase)</td> </tr> <tr> <td>15)</td> <td>Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee pursuant to the A&R Common Security Trustee Agreement dated 15 April 2024)</td> <td>Not Related</td> </tr> </table> <p>(VLS, together with Veranda XL, Veranda Race, Edureka, VMLS, VALS, Six Phrase, Phire, Neyyar Education, Neyyar Academy, Educare, BAssure, Tapasya, Sreedhar and Talentely are collectively hereinafter referred to as the Chargers, and "Chargor" means any of them.)</p>			subsidiary of VALS)	10)	Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (" Educare ")	Step-down subsidiary (i.e., subsidiary of VALS)	11)	BAssure Solutions Private Limited (" BAssure ")	Step-down subsidiary (i.e., subsidiary of VALS)	12)	Tapasya Educational Institutions Private Limited (" Tapasya ")	Step-down subsidiary (i.e., subsidiary of Veranda XL)	13)	Sreedhar CCE Learning Solutions Private Limited (" Sreedhar ")	Step-down subsidiary (i.e., Wholly owned subsidiary of Veranda Race)	14)	Talentely Innovative Solutions Private Limited (" Talentely ")	Step-down subsidiary (i.e., subsidiary of Six Phrase)	15)	Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee pursuant to the A&R Common Security Trustee Agreement dated 15 April 2024)	Not Related
		subsidiary of VALS)																					
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15)	Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee pursuant to the A&R Common Security Trustee Agreement dated 15 April 2024)	Not Related																					
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;	N.A.																					

Sl. No	Particulars	Details									
	ii. details of the counterparties to the agreement (including name and relationship with the listed entity);	N.A.									
	iii. date of entering into the agreement.	N.A.									
c)	purpose of entering into the agreement;	<p>The Deed of Hypothecation has been entered into between the Chargors and Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee) to secure:</p> <p>a) the issuance of senior, secured, redeemable, and unlisted non-convertible debentures proposed to be issued by VLS for an aggregate amount of INR 125,00,00,000 (Rupees One Hundred and Twenty Five Crores) (which aggregate amount includes a green shoe option of INR 100,00,00,000 (Rupees One Hundred Crores) ("VLS Debentures");</p> <p>b) the issuance of senior, secured, redeemable, and unlisted non-convertible debentures issued / proposed to be issued by Veranda XL for an aggregate amount of INR 310,00,00,000 (Rupees Three Hundred and Ten Crores) ("Veranda XL Debentures"); and</p> <p>c) the issuance of senior, secured, redeemable, and unlisted non-convertible debentures proposed to be issued by Veranda Race for an aggregate amount of INR 110,00,00,000 (Rupees One Hundred and Ten Crores) (which aggregate amount includes a green shoe option of INR 20,00,00,000 (Rupees Twenty Crores) ("Veranda Race Debentures").</p> <p><i>The VLS Debentures, the Veranda XL Debentures and the Veranda Race Debentures are collectively referred to as the Debentures. Please refer to our disclosure dated 26th March 2024 in relation to the issuance of the Debentures.</i></p>									
d)	shareholding, if any, in the entity with whom the agreement is executed	<table border="1"> <thead> <tr> <th data-bbox="743 1619 815 1693">S. No.</th> <th data-bbox="815 1619 1233 1693">Name of the entity</th> <th data-bbox="1233 1619 1474 1693">Shareholding</th> </tr> </thead> <tbody> <tr> <td data-bbox="743 1693 815 1805">1)</td> <td data-bbox="815 1693 1233 1805">Veranda XL Learning Solutions Private Limited ("Veranda XL")</td> <td data-bbox="1233 1693 1474 1805">76%</td> </tr> <tr> <td data-bbox="743 1805 815 1910">2)</td> <td data-bbox="815 1805 1233 1910">Veranda Race Learning Solutions Private Limited ("Veranda Race")</td> <td data-bbox="1233 1805 1474 1910">100%</td> </tr> </tbody> </table>	S. No.	Name of the entity	Shareholding	1)	Veranda XL Learning Solutions Private Limited (" Veranda XL ")	76%	2)	Veranda Race Learning Solutions Private Limited (" Veranda Race ")	100%
S. No.	Name of the entity	Shareholding									
1)	Veranda XL Learning Solutions Private Limited (" Veranda XL ")	76%									
2)	Veranda Race Learning Solutions Private Limited (" Veranda Race ")	100%									

Sl. No	Particulars	Details		
		3)	Brain4ce Education Solutions Private Limited (" Edureka ")	100%
		4)	Veranda Management Learning Solutions Private Limited (" VMLS ")	100%
		5)	Veranda Administrative Learning Solutions Private Limited (" VALS ")	100%
		6)	Six Phrase Edutech Private Limited (" Six Phrase ")	Nil
		7)	Phire Learning Solutions Private Limited (" Phire ")	Nil
		8)	Neyyar Education Private Limited (" Neyyar Education ")	Nil
		9)	Neyyar Academy Private Limited (" Neyyar Academy ")	Nil
		10)	Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (" Educare ")	Nil
		11)	BAssure Solutions Private Limited (" BAssure ")	Nil
		12)	Tapasya Educational Institutions Private Limited (" Tapasya ")	Nil
		13)	Sreedhar CCE Learning Solutions Private Limited (" Sreedhar ")	Nil
		14)	Talentely Innovative Solutions Private Limited (" Talentely ")	Nil
		15)	Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee pursuant to the A&R Common Security Trustee Agreement dated 15 April 2024)	N.A.
c)	significant terms of the agreement (in brief);	<p>The Deed of Hypothecation contains the terms and conditions of the hypothecation being created by the Chargors to secure the Debentures.</p> <p>(i) Under the Deed of Hypothecation :</p> <p>(a) VLS has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets (other than the assets mentioned in sub-clause (b))</p>		

Sl. No	Particulars	Details
		<p>below), both present and future; as Security for the Relevant Common Secured Debt in relation to VLS;</p> <p>(b) VLS has hypothecated by way of a first ranking exclusive charge over the VLSL DSRA, the VLSL DSRA Required Balance and the VLSL Designated Account and all amounts lying thereto in relation to the VLSL Debentures, both present and future as Security for the VLSL Debt;</p> <p>(c) Veranda XL has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets (other than the assets mentioned in sub-clause (d) below), both present and future, as Security for the Relevant Common Secured Debt in relation to Veranda XL;</p> <p>(d) Veranda XL has hypothecated by way of a first ranking exclusive charge over the Veranda XL DSRA, the Veranda XL DSRA Required Balance and the Veranda XL Designated Account and all amounts lying thereto in relation to the Veranda XL Debentures, both present and future as Security for the Veranda XL Debt;</p> <p>(e) Veranda Race has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets (other than the assets mentioned in sub-clause (f) below), both present and future, as Security for the Relevant Common Secured Debt in relation to Veranda Race;</p> <p>(f) Veranda Race has hypothecated by way of a first ranking exclusive charge over the Race DSRA, the Race DSRA Required Balance and the Race Designated Account and all amounts lying thereto in relation to the Race Debentures, both present and future as Security for the Race Debt;</p> <p>(g) Edureka has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Edureka;</p>

Sl. No	Particulars	Details
		<p>(h) VMLS has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to VMLS;</p> <p>(i) VALS has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to VALS;</p> <p>(j) Six Phrase has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Six Phrase;</p> <p>(k) Phire has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Phire;</p> <p>(l) Neyyar Education has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Neyyar Education;</p> <p>(m) Neyyar Academy has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Neyyar Academy;</p> <p>(n) Educare has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both</p>

Sl. No	Particulars	Details
		<p>present and future, as Security for the Relevant Common Secured Debt in relation to Educare;</p> <p>(o) BAssure has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets as Security, both present and future, for the Relevant Common Secured Debt in relation to BAssure;</p> <p>(p) Tapasya has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Tapasya;</p> <p>(q) Sreedhar has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Sreedhar; and</p> <p>(r) Talently has hypothecated by way of a first ranking exclusive charge (ranking pari passu inter se the Relevant Common Secured Parties) over all its Movable Assets, Current Assets and Account Assets, both present and future, as Security for the Relevant Common Secured Debt in relation to Talently,</p> <p>together with all benefits, rights and incidentals attached thereto and all related proceeds and claims, which are now or shall at any time hereafter be owned by the Chargors, and all estate, right, title, interest, property, demands and all other benefits whatsoever of the Chargors unto and upon the same (collectively, the "Hypothecated Assets").</p> <p>(ii) The Deed of Hypothecation may be enforced by the Common Security Trustee in accordance with its terms, upon any default by any of the Chargors of their obligations under the transaction documents executed in respect of the Debentures.</p> <p>The terms used in this row (e) and not defined herein, shall have the meanings ascribed to them in the Deed of Hypothecation.</p>

Sl. No	Particulars	Details
f)	extent and the nature of impact on management or control of the listed entity;	<p>Under the Deed of Hypothecation, VLS shall, <i>inter alia</i>:</p> <ul style="list-style-type: none"> a) not take any steps or actions to effect any change in the composition of its board of directors which change will lead to a change of control (as defined under the Deed of Hypothecation); b) ensure that the promoters of VLS shall at all times hold at least 40% of the share capital of VLS free from any encumbrance (save and except any encumbrance created pursuant to any security documents entered into pursuant to the issue of the Debentures; and c) ensure that the promoters of VLS shall at all times until the final settlement date (as defined under the Deed of Hypothecation) be the largest shareholders in VLS.
g)	details and quantification of the restriction or liability imposed upon the listed entity;	<p>Under the Deed of Hypothecation, VLS shall, <i>inter alia</i>:</p> <ul style="list-style-type: none"> a) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management personnel (in line with the industry standards for a similar class of business); b) not make any amendments to its constitutional documents without the prior written consent of the debenture trustee unless such amendments are required to be carried out pursuant to the terms of the transaction documents or applicable laws; c) maintain a positive net worth; d) comply with the relevant applicable laws; e) not engage in the business of providing "financial services" (as defined under the Insolvency and Bankruptcy Code, 2016); f) not make any acquisitions or investments other than those acquisitions or investments that are permitted under the terms of the Deed of Hypothecation; g) not enter into any merger, spin-off, consolidation, reorganisation, restructuring, or implement any scheme of amalgamation or reconstruction without the prior written consent of the debenture trustee, other than those actions specifically permitted under the terms of the Deed of Hypothecation; h) not extend any loans or provide any credit or financial assistance, give any guarantee or indemnity to any other person save and except as permitted under the Deed of Hypothecation; i) not avail any further financial indebtedness other than such financial indebtedness permitted under the terms of the Deed of Hypothecation; and

Sl. No	Particulars	Details
		j) not issue any shares or any other securities convertible to shares, without the prior written consent of the debenture trustee, save and except such issuances which are specifically permitted under the Deed of Hypothecation.
h)	whether, the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship;	Please see row (d) above.
i)	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.
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)	<p>in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> 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); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	Not Applicable