



Veranda Learning Solutions Limited

17<sup>th</sup> April 2024

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

**Sub: Intimation under Regulation 30 and 30A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“SEBI Listing Regulations”) read with Schedule III of the SEBI Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD1/P/CIR/2023/123 dated July 13, 2023 (“SEBI Circular”)**

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 common escrow agreement dated 15 April 2024 (“**Common Escrow Agreement**”) 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 IAS Learning Solutions Private Limited; (vi) Veranda Management Learning Solutions Private Limited; (vii) Veranda Administrative Learning Solutions Private Limited; (viii) Six Phrase Edutech Private Limited; (ix) Phire Learning Solutions Private Limited; (x) Neyyar Education Private Limited; (xi) Neyyar Academy Private Limited; (xii) Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited); (xiii) BAssure Solutions Private Limited; (xiv) Tapasya Educational Institutions Private Limited; (xv) Sreedhar CCE Learning Solutions Private Limited; (xvi) Talently Innovative Solutions Private Limited (as the “Common Obligor” therein) and Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee) and HDFC Bank Limited (in its capacity as the Account Bank), in relation to 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 Common Escrow Agreement. The Pledgors and the Underlying Entities (other than VLS) are the subsidiaries / step-down subsidiaries of VLS.

The details of the Common Escrow Agreement, as required under the SEBI Circular are being furnished in Annexure 1, attached hereto.

The execution of the Common Escrow Agreement 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 the Common Obligor (other than VLS) and in relation to the Common Escrow Agreement, are being furnished in **Annexure 2**, attached hereto.



Veranda Learning Solutions Limited

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 Common Escrow Agreement 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 Common Escrow Agreement, its salient features, including the link to the webpage where complete details of the Common Escrow Agreement 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](http://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 Common Escrow Agreement**

| <b>Sl. No</b>                 | <b>Particulars</b>   | <b>Details</b>  |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
|-------------------------------|--|---|---------------|-----------------------------------|--|-------------------------------|--|--|----|---|------------|----|---|-------------------------|----|---|-------------------------|----|---|-------------------------|----|--|-------------------------|----|---|-------------------------|----|--|---|----|---|---|----|--|---|-----|--|---|-----|--|---|
| a)                            | if the listed entity is a party to the agreement<br><br>i. details of the counterparties (including name and relationship with the listed entity); | <p>Veranda Learning Solutions Limited (“<b>VLS</b>”) is a party to the common escrow agreement dated 15 April 2024 (“<b>Common Escrow Agreement</b>”).</p> <p><b><u>Details of the counterparties (including name and relationship with the listed entity)</u></b></p> <table border="1"> <thead> <tr> <th><b>S. No.</b></th> <th><b>Name of the counterparties</b></th> <th><b>Relationship with the listed entity</b></th> </tr> </thead> <tbody> <tr> <td align="center" colspan="3"><b>AS THE COMMON OBLIGORS</b></td> </tr> <tr> <td>1)</td> <td>Veranda XL Learning Solutions Private Limited (“<b>Veranda XL</b>”)</td> <td>Subsidiary</td> </tr> <tr> <td>2)</td> <td>Veranda Race Learning Solutions Private Limited (“<b>Veranda Race</b>”)</td> <td>Wholly owned subsidiary</td> </tr> <tr> <td>3)</td> <td>Brain4ce Education Solutions Private Limited (“<b>Edureka</b>”)</td> <td>Wholly owned subsidiary</td> </tr> <tr> <td>4)</td> <td>Veranda Management Learning Solutions Private Limited (“<b>VMLS</b>”)</td> <td>Wholly owned subsidiary</td> </tr> <tr> <td>5)</td> <td>Veranda IAS Learning Solutions Private Limited (“<b>VIAS</b>”)</td> <td>Wholly owned subsidiary</td> </tr> <tr> <td>6)</td> <td>Veranda Administrative Learning Solutions Private Limited (“<b>VALS</b>”)</td> <td>Wholly owned subsidiary</td> </tr> <tr> <td>7)</td> <td>Six Phrase Edutech Private Limited (“<b>Six Phrase</b>”)</td> <td>Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td>8)</td> <td>Phire Learning Solutions Private Limited (“<b>Phire</b>”)</td> <td>Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td>9)</td> <td>Neyyar Education Private Limited (“<b>Neyyar Education</b>”)</td> <td>Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td>10)</td> <td>Neyyar Academy Private Limited (“<b>Neyyar Academy</b>”)</td> <td>Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td>11)</td> <td>Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“<b>Educare</b>”)</td> <td>Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> </tbody> </table> | <b>S. No.</b> | <b>Name of the counterparties</b> | <b>Relationship with the listed entity</b> | <b>AS THE COMMON OBLIGORS</b> |  |  | 1) | Veranda XL Learning Solutions Private Limited (“ <b>Veranda XL</b> ”) | Subsidiary | 2) | Veranda Race Learning Solutions Private Limited (“ <b>Veranda Race</b> ”) | Wholly owned subsidiary | 3) | Brain4ce Education Solutions Private Limited (“ <b>Edureka</b> ”) | Wholly owned subsidiary | 4) | Veranda Management Learning Solutions Private Limited (“ <b>VMLS</b> ”) | Wholly owned subsidiary | 5) | Veranda IAS Learning Solutions Private Limited (“ <b>VIAS</b> ”) | Wholly owned subsidiary | 6) | Veranda Administrative Learning Solutions Private Limited (“ <b>VALS</b> ”) | Wholly owned subsidiary | 7) | Six Phrase Edutech Private Limited (“ <b>Six Phrase</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) | 8) | Phire Learning Solutions Private Limited (“ <b>Phire</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) | 9) | Neyyar Education Private Limited (“ <b>Neyyar Education</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) | 10) | Neyyar Academy Private Limited (“ <b>Neyyar Academy</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) | 11) | Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“ <b>Educare</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) |
| <b>S. No.</b>                 | <b>Name of the counterparties</b>  | <b>Relationship with the listed entity</b>  |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| <b>AS THE COMMON OBLIGORS</b> |  |   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 1)                            | Veranda XL Learning Solutions Private Limited (“ <b>Veranda XL</b> ”)  | Subsidiary  |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 2)                            | Veranda Race Learning Solutions Private Limited (“ <b>Veranda Race</b> ”)  | Wholly owned subsidiary   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 3)                            | Brain4ce Education Solutions Private Limited (“ <b>Edureka</b> ”)  | Wholly owned subsidiary   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 4)                            | Veranda Management Learning Solutions Private Limited (“ <b>VMLS</b> ”)  | Wholly owned subsidiary   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 5)                            | Veranda IAS Learning Solutions Private Limited (“ <b>VIAS</b> ”)   | Wholly owned subsidiary   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 6)                            | Veranda Administrative Learning Solutions Private Limited (“ <b>VALS</b> ”)  | Wholly owned subsidiary   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 7)                            | Six Phrase Edutech Private Limited (“ <b>Six Phrase</b> ”)   | Step-down subsidiary (i.e., subsidiary of VALS)   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 8)                            | Phire Learning Solutions Private Limited (“ <b>Phire</b> ”)  | Step-down subsidiary (i.e., subsidiary of VALS)   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 9)                            | Neyyar Education Private Limited (“ <b>Neyyar Education</b> ”)   | Step-down subsidiary (i.e., subsidiary of VALS)   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 10)                           | Neyyar Academy Private Limited (“ <b>Neyyar Academy</b> ”)   | Step-down subsidiary (i.e., subsidiary of VALS)   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 11)                           | Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“ <b>Educare</b> ”)                   | Step-down subsidiary (i.e., subsidiary of VALS)   |               |                                   |  |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |

| Sl. No | Particulars  | Details   |   |  |
|--------|--|---|---|--|
|        |  | 12)   | BAssure Solutions Private Limited (“ <b>BAssure</b> ”)  | Step-down subsidiary (i.e., subsidiary of VALS)                      |
|        |  | 13)   | Tapasya Educational Institutions Private Limited (“ <b>Tapasya</b> ”)   | Step-down subsidiary (i.e., subsidiary of Veranda XL)                |
|        |  | 14)   | Sreedhar CCE Learning Solutions Private Limited (“ <b>Sreedhar</b> ”)   | Step-down subsidiary (i.e., wholly-owned subsidiary of Veranda Race) |
|        |  | 15)   | Talentely Innovative Solutions Private Limited (“ <b>Talentely</b> ”)   | Step-down subsidiary (i.e., subsidiary of Six Phrase)                |
|        |  | <b>AS COMMON SECURITY TRUSTEE</b>   |   |  |
|        |  | 16)   | 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>AS ACCOUNT BANK</b>  |   |  |
|        |  | 17)   | HDFC Bank Limited (in its capacity as the Account Bank)   | Not Related  |
|        |  | <i>(VLS, together with the entities listed in S.No. 1 to 15 in the above table are collectively referred to as the “Common Obligors” and “Common Obligor” means any of them.)</i>   |   |  |
| 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.  |   |  |
|        | 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 Common Escrow Agreement has been entered into between the Common Obligors, Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee) and HDFC Bank (in its capacity as the Account Bank) in relation to:</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</p> |   |  |

| Sl. No | Particulars  | Details  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
|--------|--|--|--------|--------------------|--------------|----|---|-----|----|---|------|----|---|------|----|---|------|----|--|------|----|---|------|----|--|-----|----|---|-----|----|--|-----|-----|--|-----|-----|--|-----|-----|--|-----|
|        |  | <p>green shoe option of INR 100,00,00,000 (Rupees One Hundred Crores) (“<b>VLS Debentures</b>”);</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) (“<b>Veranda XL Debentures</b>”); 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) (“<b>Veranda Race Debentures</b>”).</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 26<sup>th</sup> 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="703 938 791 1010">S. No.</th> <th data-bbox="791 938 1254 1010">Name of the entity</th> <th data-bbox="1254 938 1495 1010">Shareholding</th> </tr> </thead> <tbody> <tr> <td data-bbox="703 1010 791 1088">1)</td> <td data-bbox="791 1010 1254 1088">Veranda XL Learning Solutions Private Limited (“<b>Veranda XL</b>”)</td> <td data-bbox="1254 1010 1495 1088">76%</td> </tr> <tr> <td data-bbox="703 1088 791 1167">2)</td> <td data-bbox="791 1088 1254 1167">Veranda Race Learning Solutions Private Limited (“<b>Veranda Race</b>”)</td> <td data-bbox="1254 1088 1495 1167">100%</td> </tr> <tr> <td data-bbox="703 1167 791 1245">3)</td> <td data-bbox="791 1167 1254 1245">Brain4ce Education Solutions Private Limited (“<b>Edureka</b>”)</td> <td data-bbox="1254 1167 1495 1245">100%</td> </tr> <tr> <td data-bbox="703 1245 791 1357">4)</td> <td data-bbox="791 1245 1254 1357">Veranda Management Learning Solutions Private Limited (“<b>VMLS</b>”)</td> <td data-bbox="1254 1245 1495 1357">100%</td> </tr> <tr> <td data-bbox="703 1357 791 1435">5)</td> <td data-bbox="791 1357 1254 1435">Veranda IAS Learning Solutions Private Limited (“<b>VIAS</b>”)</td> <td data-bbox="1254 1357 1495 1435">100%</td> </tr> <tr> <td data-bbox="703 1435 791 1547">6)</td> <td data-bbox="791 1435 1254 1547">Veranda Administrative Learning Solutions Private Limited (“<b>VALS</b>”)</td> <td data-bbox="1254 1435 1495 1547">100%</td> </tr> <tr> <td data-bbox="703 1547 791 1626">7)</td> <td data-bbox="791 1547 1254 1626">Six Phrase Edutech Private Limited (“<b>Six Phrase</b>”)</td> <td data-bbox="1254 1547 1495 1626">Nil</td> </tr> <tr> <td data-bbox="703 1626 791 1704">8)</td> <td data-bbox="791 1626 1254 1704">Phire Learning Solutions Private Limited (“<b>Phire</b>”)</td> <td data-bbox="1254 1626 1495 1704">Nil</td> </tr> <tr> <td data-bbox="703 1704 791 1783">9)</td> <td data-bbox="791 1704 1254 1783">Neyyar Education Private Limited (“<b>Neyyar Education</b>”)</td> <td data-bbox="1254 1704 1495 1783">Nil</td> </tr> <tr> <td data-bbox="703 1783 791 1861">10)</td> <td data-bbox="791 1783 1254 1861">Neyyar Academy Private Limited (“<b>Neyyar Academy</b>”)</td> <td data-bbox="1254 1783 1495 1861">Nil</td> </tr> <tr> <td data-bbox="703 1861 791 2007">11)</td> <td data-bbox="791 1861 1254 2007">Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“<b>Educare</b>”)</td> <td data-bbox="1254 1861 1495 2007">Nil</td> </tr> <tr> <td data-bbox="703 2007 791 2087">12)</td> <td data-bbox="791 2007 1254 2087">BAssure Solutions Private Limited (“<b>BAssure</b>”)</td> <td data-bbox="1254 2007 1495 2087">Nil</td> </tr> </tbody> </table> | S. No. | Name of the entity | Shareholding | 1) | Veranda XL Learning Solutions Private Limited (“ <b>Veranda XL</b> ”) | 76% | 2) | Veranda Race Learning Solutions Private Limited (“ <b>Veranda Race</b> ”) | 100% | 3) | Brain4ce Education Solutions Private Limited (“ <b>Edureka</b> ”) | 100% | 4) | Veranda Management Learning Solutions Private Limited (“ <b>VMLS</b> ”) | 100% | 5) | Veranda IAS Learning Solutions Private Limited (“ <b>VIAS</b> ”) | 100% | 6) | Veranda Administrative Learning Solutions Private Limited (“ <b>VALS</b> ”) | 100% | 7) | Six Phrase Edutech Private Limited (“ <b>Six Phrase</b> ”) | Nil | 8) | Phire Learning Solutions Private Limited (“ <b>Phire</b> ”) | Nil | 9) | Neyyar Education Private Limited (“ <b>Neyyar Education</b> ”) | Nil | 10) | Neyyar Academy Private Limited (“ <b>Neyyar Academy</b> ”) | Nil | 11) | Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“ <b>Educare</b> ”) | Nil | 12) | BAssure Solutions Private Limited (“ <b>BAssure</b> ”) | Nil |
| S. No. | Name of the entity   | Shareholding   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 1)     | Veranda XL Learning Solutions Private Limited (“ <b>Veranda XL</b> ”)  | 76%  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 2)     | Veranda Race Learning Solutions Private Limited (“ <b>Veranda Race</b> ”)  | 100%   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 3)     | Brain4ce Education Solutions Private Limited (“ <b>Edureka</b> ”)  | 100%   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 4)     | Veranda Management Learning Solutions Private Limited (“ <b>VMLS</b> ”)  | 100%   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 5)     | Veranda IAS Learning Solutions Private Limited (“ <b>VIAS</b> ”)   | 100%   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 6)     | Veranda Administrative Learning Solutions Private Limited (“ <b>VALS</b> ”)  | 100%   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 7)     | Six Phrase Edutech Private Limited (“ <b>Six Phrase</b> ”)   | Nil  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 8)     | Phire Learning Solutions Private Limited (“ <b>Phire</b> ”)  | Nil  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 9)     | Neyyar Education Private Limited (“ <b>Neyyar Education</b> ”)   | Nil  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 10)    | Neyyar Academy Private Limited (“ <b>Neyyar Academy</b> ”)   | Nil  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 11)    | Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“ <b>Educare</b> ”) | Nil  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |
| 12)    | BAssure Solutions Private Limited (“ <b>BAssure</b> ”)   | Nil  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |

| Sl. No | Particulars                                    | Details   |   |      |
|--------|--|---|---|------|
|        |  | 13)   | Tapasya Educational Institutions Private Limited (" <b>Tapasya</b> ")   | Nil  |
|        |  | 14)   | Sreedhar CCE Learning Solutions Private Limited (" <b>Sreedhar</b> ")   | Nil  |
|        |  | 15)   | Talentely Innovative Solutions Private Limited (" <b>Talentely</b> ")   | Nil  |
|        |  | 16)   | 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. |
|        |  | 17)   | HDFC Bank Limited (in its capacity as the Account Bank)   | N.A. |
| e)     | significant terms of the agreement (in brief); | <p>The Common Escrow Agreement contains the terms and conditions of the escrow mechanism contemplated under the terms and conditions therein:</p> <p>(i) Pursuant to the Common Escrow Agreement each Common Obligor has, <i>inter alia</i>, agreed, confirmed, and undertaken to ensure that:</p> <ul style="list-style-type: none"> <li>(a) it shall establish its relevant Collection Escrow Account and its relevant Expense Account with the Account Bank by such timelines as agreed in the Common Escrow Agreement;</li> <li>(b) at the beginning of each day, the entire amount lying in each Master Account shall be transferred to the relevant Collection Escrow Account;</li> <li>(c) all the Receivables in relation to each Common Obligor are mandatorily and directly deposited in the relevant Master Account. In the event, any Common Obligor receives any of the Receivables in the form of cash (rather than an account credit), the relevant Common Obligor shall ensure that such cash is promptly, but in any event within such timelines as agreed under the Common Escrow Agreement, deposited into the relevant Master Account;</li> <li>(d) to ensure that all balances standing to the credit of the relevant Master Accounts are credited to the relevant Collection Escrow Accounts at the beginning of each day;</li> <li>(e) (A) to issue and maintain irrevocable standing instructions with the Account Bank to ensure that all balances standing to the credit of the relevant Master Accounts are credited to the relevant Collection Escrow Accounts at the beginning of each day, and to not revoke such standing instructions without the prior written consent of the Common Security Trustee; (B) provide evidence to the Common Security Trustee, that all standing instructions that are required to be provided in terms of this Agreement, have been provided in relation to all Master Accounts to either the Account Bank or</li> </ul> |   |      |

| Sl. No | Particulars | Details   |
|--------|-------------|---|
|        |             | <p>such other bank with which the Master Account is maintained;</p> <p>(f) that it shall not deposit the monies receivable from and or any part thereof in any account other than the relevant Master Account and/or the Collection Escrow Account until the Final Settlement Date. In case if any such monies are deposited in an account other than the relevant account designated under the Common Escrow Agreement, then the relevant Common Obligor shall transfer the entire of such amounts to the relevant account within such timelines as agreed under the Common Escrow Agreement;</p> <p>(g) to make appropriate amendments to its constitutional documents, to the satisfaction of the Common Secured Parties, within such timelines as agreed under the Common Escrow Agreement to enable the Common Security Trustee to operate and maintain each Collection Escrow Account and to ensure that any modification in the standing instructions, as prescribed under the Common Escrow Agreement, in relation to each Master Account shall require prior written approval of the Common Security Trustee;</p> <p>(h) on and from the date falling after expiry of such number of days as agreed under the Common Escrow Agreement from the first deemed date of allotment of the Veranda XL Debentures, certain percentage of the consolidated monthly Receivables (as specified in the Common Escrow Agreement) of all the Common Obligors (in aggregate) shall be directly deposited in relevant Collection Escrow Accounts of the relevant Common Obligors;</p> <p>(i) on and from such date as agreed under the Common Escrow Agreement from the first deemed date of allotment of the Veranda XL Debentures, certain percentage of the consolidated monthly Receivables (as specified in the Common Escrow Agreement) of all the Common Obligors (in aggregate) shall be directly deposited in the relevant Collection Escrow Accounts of the relevant Common Obligors;</p> <p>(j) any other amounts that may be required to be deposited in the Collection Escrow Account as per instructions of the Common Security Trustee; and</p> <p>(k) it shall maintain each Collection Escrow Account in its name with the Account Bank from the date of this Agreement until the Final Settlement Date.</p> <p>(ii) Upon occurrence of an Event of Default, all operations in relation to the Collection Escrow Accounts will solely be done on the instructions of the Common Security Trustee (including for servicing of the Common Secured Debt) acting on its sole discretion and the Common</p> |

| Sl. No | Particulars  | Details  |
|--------|--|--|
|        |  | <p>Security Trustee shall have the right to revoke the standing instructions provided.</p> <p>(iii) The terms of the Common Escrow Agreement may be enforced by the Common Security Trustee in accordance with its terms.</p> <p>The terms used in this row (e) and not defined herein, shall have the meanings ascribed to them in the Common Escrow Agreement.</p>   |
| f)     | extent and the nature of impact on management or control of the listed entity;             | N.A.   |
| g)     | details and quantification of the restriction or liability imposed upon the listed entity; | <p>(i) Pursuant to the Common Escrow Agreement VLS has, <i>inter alia</i>, agreed, confirmed, and undertaken to ensure that:</p> <ul style="list-style-type: none"> <li>(a) it shall establish its relevant Collection Escrow Account and its relevant Expense Account with the Account Bank by such timelines as agreed in the Common Escrow Agreement;</li> <li>(b) at the beginning of each day, the entire amount lying in each Master Account shall be transferred to the relevant Collection Escrow Account;</li> <li>(c) all the Receivables in relation to each Common Obligor are mandatorily and directly deposited in the relevant Master Account. In the event, it receives any of the Receivables in the form of cash (rather than an account credit), it shall ensure that such cash is promptly, but in any event within such timelines as agreed under the Common Escrow Agreement, deposited into the relevant Master Account;</li> <li>(d) to ensure that all balances standing to the credit of the relevant Master Accounts are credited to the relevant Collection Escrow Accounts at the beginning of each day;</li> <li>(e) (A) to issue and maintain irrevocable standing instructions with the Account Bank to ensure that all balances standing to the credit of the relevant Master Accounts are credited to the relevant Collection Escrow Accounts at the beginning of each day, and to not revoke such standing instructions without the prior written consent of the Common Security Trustee; (B) provide evidence to the Common Security Trustee, that all standing instructions that are required to be provided in terms of this Agreement, have been provided in relation to all Master Accounts to either the Account Bank or such other bank with which the Master Account is maintained;</li> <li>(f) that it shall not deposit the monies receivable from and or any part thereof in any account other than the relevant Master Account and/or the Collection Escrow Account until the Final Settlement Date. In case if any such monies are deposited in an account other than the relevant</li> </ul> |



| Sl. No | Particulars  | Details  |
|--------|--|--|
|        |  | <p>account designated under the Common Escrow Agreement, then VLS shall transfer the entire of such amounts to the relevant account within such timelines as agreed under the Common Escrow Agreement;</p> <p>(g) on and from the date falling after expiry of such number of days as agreed under the Common Escrow Agreement from the first deemed date of allotment of the Veranda XL Debentures, certain percentage of the consolidated monthly Receivables (as specified in the Common Escrow Agreement) of VLS (in aggregate) shall be directly deposited in its Collection Escrow Accounts;</p> <p>(h) on and from such date as agreed under the Common Escrow Agreement, certain percentage of the consolidated monthly Receivables (as specified in the Common Escrow Agreement) of VLS (in aggregate) shall be directly deposited in its relevant Collection Escrow Accounts;</p> <p>(i) any other amounts that may be required to be deposited in the Collection Escrow Account as per instructions of the Common Security Trustee; and</p> <p>(j) it shall maintain each Collection Escrow Account in its name with the Account Bank from the date of this Agreement until the Final Settlement Date.</p> <p>The terms used in this row (g) and not defined herein, shall have the meanings ascribed to them in the Common Escrow Agreement.</p> |
| 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> <p>i. name of parties to the agreement;</p>                   | Not Applicable   |

| Sl. No | Particulars  | Details |
|--------|--|---------|
|        | <ul style="list-style-type: none"> <li data-bbox="213 217 683 248">ii. nature of the agreement;</li> <li data-bbox="213 262 683 327">iii. date of execution of the agreement;</li> <li data-bbox="213 340 683 562">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);</li> <li data-bbox="213 575 683 763">v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</li> </ul> |         |

## Annexure 2

Date: 17 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 common escrow agreement dated 15 April 2024 ("**Common Escrow Agreement**") 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**") and HDFC Bank Limited (in its capacity as the Account Bank) in relation to:

- 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**



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Name: K. Praveen Kumar  
Designation: Director

**For Veranda Race Learning Solutions Private Limited**



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Name: K. Praveen Kumar  
Designation: Director

**For Brain4ce Education Solutions Private Limited**



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Name: K. Praveen Kumar  
Designation: Director

**For Veranda Management Learning Solutions Private Limited**



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Name: K. Praveen Kumar  
Designation: Director

**For Veranda IAS Learning Solutions Private Limited**



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Name: K. Praveen Kumar  
Designation: Director

**For Veranda Administrative Learning Solutions Private Limited**



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Name: K. Praveen Kumar

Designation: Director

**For Six Phrase Edutech Private Limited**



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Name: K. Praveen Kumar

Designation: Director

**For Phire Learning Solutions Private Limited**



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Name: P. Rajesh

Designation: Director

**For Neyyar Education Private Limited**



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Name: P. Rajesh

Designation: Director

**For Neyyar Academy Private Limited**



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Name: P. Rajesh

Designation: Director

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



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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 Common Escrow Agreement

**ANNEXURE – A**

**Details of the Common Escrow Agreement**

| Sl. No                        | Particulars  | Details  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
|-------------------------------|--|--|--------|----------------------------|-------------------------------------|-------------------------------|--|--|----|---|------------|----|---|-------------------------|----|---|-------------------------|----|---|-------------------------|----|--|-------------------------|----|---|-------------------------|----|--|---|----|---|---|----|--|---|-----|--|---|-----|--|---|
| a)                            | if the listed entity is a party to the agreement<br><br>i. details of the counterparties (including name and relationship with the listed entity); | Veranda Learning Solutions Limited (“ <b>VLS</b> ”) is a party to the common escrow agreement dated 15 April 2024 (“ <b>Common Escrow Agreement</b> ”).<br><br><u><b>Details of the counterparties (including name and relationship with the listed entity)</b></u> <table border="1" data-bbox="708 640 1485 2105"> <thead> <tr> <th data-bbox="708 640 788 748">S. No.</th> <th data-bbox="788 640 1235 748">Name of the counterparties</th> <th data-bbox="1235 640 1485 748">Relationship with the listed entity</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="708 748 1485 792" style="text-align: center;"><b>AS THE COMMON OBLIGORS</b></td> </tr> <tr> <td data-bbox="708 792 788 875">1)</td> <td data-bbox="788 792 1235 875">Veranda XL Learning Solutions Private Limited (“<b>Veranda XL</b>”)</td> <td data-bbox="1235 792 1485 875">Subsidiary</td> </tr> <tr> <td data-bbox="708 875 788 987">2)</td> <td data-bbox="788 875 1235 987">Veranda Race Learning Solutions Private Limited (“<b>Veranda Race</b>”)</td> <td data-bbox="1235 875 1485 987">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 987 788 1070">3)</td> <td data-bbox="788 987 1235 1070">Brain4ce Education Solutions Private Limited (“<b>Edureka</b>”)</td> <td data-bbox="1235 987 1485 1070">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 1070 788 1182">4)</td> <td data-bbox="788 1070 1235 1182">Veranda Management Learning Solutions Private Limited (“<b>VMLS</b>”)</td> <td data-bbox="1235 1070 1485 1182">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 1182 788 1265">5)</td> <td data-bbox="788 1182 1235 1265">Veranda IAS Learning Solutions Private Limited (“<b>VIAS</b>”)</td> <td data-bbox="1235 1182 1485 1265">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 1265 788 1377">6)</td> <td data-bbox="788 1265 1235 1377">Veranda Administrative Learning Solutions Private Limited (“<b>VALS</b>”)</td> <td data-bbox="1235 1265 1485 1377">Wholly owned subsidiary</td> </tr> <tr> <td data-bbox="708 1377 788 1512">7)</td> <td data-bbox="788 1377 1235 1512">Six Phrase Edutech Private Limited (“<b>Six Phrase</b>”)</td> <td data-bbox="1235 1377 1485 1512">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="708 1512 788 1646">8)</td> <td data-bbox="788 1512 1235 1646">Phire Learning Solutions Private Limited (“<b>Phire</b>”)</td> <td data-bbox="1235 1512 1485 1646">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="708 1646 788 1803">9)</td> <td data-bbox="788 1646 1235 1803">Neyyar Education Private Limited (“<b>Neyyar Education</b>”)</td> <td data-bbox="1235 1646 1485 1803">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="708 1803 788 1937">10)</td> <td data-bbox="788 1803 1235 1937">Neyyar Academy Private Limited (“<b>Neyyar Academy</b>”)</td> <td data-bbox="1235 1803 1485 1937">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> <tr> <td data-bbox="708 1937 788 2105">11)</td> <td data-bbox="788 1937 1235 2105">Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“<b>Educare</b>”)</td> <td data-bbox="1235 1937 1485 2105">Step-down subsidiary (i.e., subsidiary of VALS)</td> </tr> </tbody> </table> | S. No. | Name of the counterparties | Relationship with the listed entity | <b>AS THE COMMON OBLIGORS</b> |  |  | 1) | Veranda XL Learning Solutions Private Limited (“ <b>Veranda XL</b> ”) | Subsidiary | 2) | Veranda Race Learning Solutions Private Limited (“ <b>Veranda Race</b> ”) | Wholly owned subsidiary | 3) | Brain4ce Education Solutions Private Limited (“ <b>Edureka</b> ”) | Wholly owned subsidiary | 4) | Veranda Management Learning Solutions Private Limited (“ <b>VMLS</b> ”) | Wholly owned subsidiary | 5) | Veranda IAS Learning Solutions Private Limited (“ <b>VIAS</b> ”) | Wholly owned subsidiary | 6) | Veranda Administrative Learning Solutions Private Limited (“ <b>VALS</b> ”) | Wholly owned subsidiary | 7) | Six Phrase Edutech Private Limited (“ <b>Six Phrase</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) | 8) | Phire Learning Solutions Private Limited (“ <b>Phire</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) | 9) | Neyyar Education Private Limited (“ <b>Neyyar Education</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) | 10) | Neyyar Academy Private Limited (“ <b>Neyyar Academy</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) | 11) | Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“ <b>Educare</b> ”) | Step-down subsidiary (i.e., subsidiary of VALS) |
| S. No.                        | Name of the counterparties   | Relationship with the listed entity  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| <b>AS THE COMMON OBLIGORS</b> |  |  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 1)                            | Veranda XL Learning Solutions Private Limited (“ <b>Veranda XL</b> ”)  | Subsidiary   |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 2)                            | Veranda Race Learning Solutions Private Limited (“ <b>Veranda Race</b> ”)  | Wholly owned subsidiary  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 3)                            | Brain4ce Education Solutions Private Limited (“ <b>Edureka</b> ”)  | Wholly owned subsidiary  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 4)                            | Veranda Management Learning Solutions Private Limited (“ <b>VMLS</b> ”)  | Wholly owned subsidiary  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 5)                            | Veranda IAS Learning Solutions Private Limited (“ <b>VIAS</b> ”)   | Wholly owned subsidiary  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 6)                            | Veranda Administrative Learning Solutions Private Limited (“ <b>VALS</b> ”)  | Wholly owned subsidiary  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 7)                            | Six Phrase Edutech Private Limited (“ <b>Six Phrase</b> ”)   | Step-down subsidiary (i.e., subsidiary of VALS)  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 8)                            | Phire Learning Solutions Private Limited (“ <b>Phire</b> ”)  | Step-down subsidiary (i.e., subsidiary of VALS)  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 9)                            | Neyyar Education Private Limited (“ <b>Neyyar Education</b> ”)   | Step-down subsidiary (i.e., subsidiary of VALS)  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 10)                           | Neyyar Academy Private Limited (“ <b>Neyyar Academy</b> ”)   | Step-down subsidiary (i.e., subsidiary of VALS)  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |
| 11)                           | Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“ <b>Educare</b> ”)                   | Step-down subsidiary (i.e., subsidiary of VALS)  |        |                            |                                     |                               |  |  |    |   |            |    |   |                         |    |   |                         |    |   |                         |    |  |                         |    |   |                         |    |  |   |    |   |   |    |  |   |     |  |   |     |  |   |

|    |  |   |   |  |
|----|--|---|---|--|
|    |  | 12)   | BAssure Solutions Private Limited (" <b>BAssure</b> ")  | Step-down subsidiary (i.e., subsidiary of VALS)                      |
|    |  | 13)   | Tapasya Educational Institutions Private Limited (" <b>Tapasya</b> ")   | Step-down subsidiary (i.e., subsidiary of Veranda XL)                |
|    |  | 14)   | Sreedhar CCE Learning Solutions Private Limited (" <b>Sreedhar</b> ")   | Step-down subsidiary (i.e., wholly-owned subsidiary of Veranda Race) |
|    |  | 15)   | Talentely Innovative Solutions Private Limited (" <b>Talentely</b> ")   | Step-down subsidiary (i.e., subsidiary of Six Phrase)                |
|    |  | <b>AS COMMON SECURITY TRUSTEE</b>   |   |  |
|    |  | 16)   | 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>AS ACCOUNT BANK</b>  |   |  |
|    |  | 17)   | HDFC Bank Limited (in its capacity as the Account Bank)   | Not Related  |
|    |  | <p><i>(VLS, together with the entities listed in S.No. 1 to 15 in the above table are collectively referred to as the "Common Obligors" and "Common Obligor" means any of them.)</i></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.  |   |  |
|    | 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 Common Escrow Agreement has been entered into between the Common Obligors, Catalyst Trusteeship Limited (in its capacity as the Common Security Trustee) and HDFC Bank (in its capacity as the Account Bank) in relation to:</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) ("<b>VLS Debentures</b>");</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) (“<b>Veranda XL Debentures</b>”); 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) (“<b>Veranda Race Debentures</b>”).</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 26<sup>th</sup> 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="708 792 788 869">S. No.</th> <th data-bbox="788 792 1251 869">Name of the entity</th> <th data-bbox="1251 792 1485 869">Shareholding</th> </tr> </thead> <tbody> <tr> <td data-bbox="708 869 788 945">1)</td> <td data-bbox="788 869 1251 945">Veranda XL Learning Solutions Private Limited (“<b>Veranda XL</b>”)</td> <td data-bbox="1251 869 1485 945">76%</td> </tr> <tr> <td data-bbox="708 945 788 1021">2)</td> <td data-bbox="788 945 1251 1021">Veranda Race Learning Solutions Private Limited (“<b>Veranda Race</b>”)</td> <td data-bbox="1251 945 1485 1021">100%</td> </tr> <tr> <td data-bbox="708 1021 788 1097">3)</td> <td data-bbox="788 1021 1251 1097">Brain4ce Education Solutions Private Limited (“<b>Edureka</b>”)</td> <td data-bbox="1251 1021 1485 1097">100%</td> </tr> <tr> <td data-bbox="708 1097 788 1218">4)</td> <td data-bbox="788 1097 1251 1218">Veranda Management Learning Solutions Private Limited (“<b>VMLS</b>”)</td> <td data-bbox="1251 1097 1485 1218">100%</td> </tr> <tr> <td data-bbox="708 1218 788 1294">5)</td> <td data-bbox="788 1218 1251 1294">Veranda IAS Learning Solutions Private Limited (“<b>VIAS</b>”)</td> <td data-bbox="1251 1218 1485 1294">100%</td> </tr> <tr> <td data-bbox="708 1294 788 1415">6)</td> <td data-bbox="788 1294 1251 1415">Veranda Administrative Learning Solutions Private Limited (“<b>VALS</b>”)</td> <td data-bbox="1251 1294 1485 1415">100%</td> </tr> <tr> <td data-bbox="708 1415 788 1491">7)</td> <td data-bbox="788 1415 1251 1491">Six Phrase Edutech Private Limited (“<b>Six Phrase</b>”)</td> <td data-bbox="1251 1415 1485 1491">Nil</td> </tr> <tr> <td data-bbox="708 1491 788 1568">8)</td> <td data-bbox="788 1491 1251 1568">Phire Learning Solutions Private Limited (“<b>Phire</b>”)</td> <td data-bbox="1251 1491 1485 1568">Nil</td> </tr> <tr> <td data-bbox="708 1568 788 1644">9)</td> <td data-bbox="788 1568 1251 1644">Neyyar Education Private Limited (“<b>Neyyar Education</b>”)</td> <td data-bbox="1251 1568 1485 1644">Nil</td> </tr> <tr> <td data-bbox="708 1644 788 1720">10)</td> <td data-bbox="788 1644 1251 1720">Neyyar Academy Private Limited (“<b>Neyyar Academy</b>”)</td> <td data-bbox="1251 1644 1485 1720">Nil</td> </tr> <tr> <td data-bbox="708 1720 788 1872">11)</td> <td data-bbox="788 1720 1251 1872">Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“<b>Educare</b>”)</td> <td data-bbox="1251 1720 1485 1872">Nil</td> </tr> <tr> <td data-bbox="708 1872 788 1948">12)</td> <td data-bbox="788 1872 1251 1948">BAssure Solutions Private Limited (“<b>BAssure</b>”)</td> <td data-bbox="1251 1872 1485 1948">Nil</td> </tr> <tr> <td data-bbox="708 1948 788 2024">13)</td> <td data-bbox="788 1948 1251 2024">Tapasya Educational Institutions Private Limited (“<b>Tapasya</b>”)</td> <td data-bbox="1251 1948 1485 2024">Nil</td> </tr> </tbody> </table> | S. No. | Name of the entity | Shareholding | 1) | Veranda XL Learning Solutions Private Limited (“ <b>Veranda XL</b> ”) | 76% | 2) | Veranda Race Learning Solutions Private Limited (“ <b>Veranda Race</b> ”) | 100% | 3) | Brain4ce Education Solutions Private Limited (“ <b>Edureka</b> ”) | 100% | 4) | Veranda Management Learning Solutions Private Limited (“ <b>VMLS</b> ”) | 100% | 5) | Veranda IAS Learning Solutions Private Limited (“ <b>VIAS</b> ”) | 100% | 6) | Veranda Administrative Learning Solutions Private Limited (“ <b>VALS</b> ”) | 100% | 7) | Six Phrase Edutech Private Limited (“ <b>Six Phrase</b> ”) | Nil | 8) | Phire Learning Solutions Private Limited (“ <b>Phire</b> ”) | Nil | 9) | Neyyar Education Private Limited (“ <b>Neyyar Education</b> ”) | Nil | 10) | Neyyar Academy Private Limited (“ <b>Neyyar Academy</b> ”) | Nil | 11) | Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“ <b>Educare</b> ”) | Nil | 12) | BAssure Solutions Private Limited (“ <b>BAssure</b> ”) | Nil | 13) | Tapasya Educational Institutions Private Limited (“ <b>Tapasya</b> ”) | Nil |
| S. No. | Name of the entity   | Shareholding  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 1)     | Veranda XL Learning Solutions Private Limited (“ <b>Veranda XL</b> ”)  | 76%   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 2)     | Veranda Race Learning Solutions Private Limited (“ <b>Veranda Race</b> ”)  | 100%  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 3)     | Brain4ce Education Solutions Private Limited (“ <b>Edureka</b> ”)  | 100%  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 4)     | Veranda Management Learning Solutions Private Limited (“ <b>VMLS</b> ”)  | 100%  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 5)     | Veranda IAS Learning Solutions Private Limited (“ <b>VIAS</b> ”)   | 100%  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 6)     | Veranda Administrative Learning Solutions Private Limited (“ <b>VALS</b> ”)  | 100%  |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 7)     | Six Phrase Edutech Private Limited (“ <b>Six Phrase</b> ”)   | Nil   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 8)     | Phire Learning Solutions Private Limited (“ <b>Phire</b> ”)  | Nil   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 9)     | Neyyar Education Private Limited (“ <b>Neyyar Education</b> ”)   | Nil   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 10)    | Neyyar Academy Private Limited (“ <b>Neyyar Academy</b> ”)   | Nil   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 11)    | Veranda K-12 Learning Solutions Private Limited (erstwhile Educare Infrastructure Services Private Limited) (“ <b>Educare</b> ”) | Nil   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 12)    | BAssure Solutions Private Limited (“ <b>BAssure</b> ”)   | Nil   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |
| 13)    | Tapasya Educational Institutions Private Limited (“ <b>Tapasya</b> ”)  | Nil   |        |                    |              |    |   |     |    |   |      |    |   |      |    |   |      |    |  |      |    |   |      |    |  |     |    |   |     |    |  |     |     |  |     |     |  |     |     |  |     |     |   |     |

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|    |  | 14)  | Sreedhar CCE Learning Solutions Private Limited (“ <b>Sreedhar</b> ”)   | Nil  |
|    |  | 15)  | Talentely Innovative Solutions Private Limited (“ <b>Talentely</b> ”)   | Nil  |
|    |  | 16)  | 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. |
|    |  | 17)  | HDFC Bank Limited (in its capacity as the Account Bank)   | N.A. |
| e) | significant terms of the agreement (in brief); | <p>The Common Escrow Agreement contains the terms and conditions of the escrow mechanism contemplated under the terms and conditions therein:</p> <p>(i) Pursuant to the Common Escrow Agreement each Common Obligor has, <i>inter alia</i>, agreed, confirmed, and undertaken to ensure that:</p> <p>(a) it shall establish its relevant Collection Escrow Account and its relevant Expense Account with the Account Bank by such timelines as agreed in the Common Escrow Agreement;</p> <p>(b) at the beginning of each day, the entire amount lying in each Master Account shall be transferred to the relevant Collection Escrow Account;</p> <p>(c) all the Receivables in relation to each Common Obligor are mandatorily and directly deposited in the relevant Master Account. In the event, any Common Obligor receives any of the Receivables in the form of cash (rather than an account credit), the relevant Common Obligor shall ensure that such cash is promptly, but in any event within such timelines as agreed under the Common Escrow Agreement, deposited into the relevant Master Account;</p> <p>(d) to ensure that all balances standing to the credit of the relevant Master Accounts are credited to the relevant Collection Escrow Accounts at the beginning of each day;</p> <p>(e) (A) to issue and maintain irrevocable standing instructions with the Account Bank to ensure that all balances standing to the credit of the relevant Master Accounts are credited to the relevant Collection Escrow Accounts at the beginning of each day, and to not revoke such standing instructions without the prior written consent of the Common Security Trustee; (B) provide evidence to the Common Security Trustee, that all standing instructions that are required to be provided in terms of this Agreement, have been provided in relation to all Master Accounts to either the Account Bank or such other bank with which the Master Account is maintained;</p> <p>(f) that it shall not deposit the monies receivable from and or any part thereof in any account other than the relevant Master Account and/or</p> |   |      |

the Collection Escrow Account until the Final Settlement Date. In case if any such monies are deposited in an account other than the relevant account designated under the Common Escrow Agreement, then the relevant Common Obligor shall transfer the entire of such amounts to the relevant account within such timelines as agreed under the Common Escrow Agreement;

- (g) to make appropriate amendments to its constitutional documents, to the satisfaction of the Common Secured Parties, within such timelines as agreed under the Common Escrow Agreement to enable the Common Security Trustee to operate and maintain each Collection Escrow Account and to ensure that any modification in the standing instructions, as prescribed under the Common Escrow Agreement, in relation to each Master Account shall require prior written approval of the Common Security Trustee;
  - (h) on and from the date falling after expiry of such number of days as agreed under the Common Escrow Agreement from the first deemed date of allotment of the Veranda XL Debentures, certain percentage of the consolidated monthly Receivables (as specified in the Common Escrow Agreement) of all the Common Obligors (in aggregate) shall be directly deposited in relevant Collection Escrow Accounts of the relevant Common Obligors;
  - (i) on and from such date as agreed under the Common Escrow Agreement from the first deemed date of allotment of the Veranda XL Debentures, certain percentage of the consolidated monthly Receivables (as specified in the Common Escrow Agreement) of all the Common Obligors (in aggregate) shall be directly deposited in the relevant Collection Escrow Accounts of the relevant Common Obligors;
  - (j) any other amounts that may be required to be deposited in the Collection Escrow Account as per instructions of the Common Security Trustee; and
  - (k) it shall maintain each Collection Escrow Account in its name with the Account Bank from the date of this Agreement until the Final Settlement Date.
- (ii) Upon occurrence of an Event of Default, all operations in relation to the Collection Escrow Accounts will solely be done on the instructions of the Common Security Trustee (including for servicing of the Common Secured Debt) acting on its sole discretion and the Common Security Trustee shall have the right to revoke the standing instructions provided.
- (iii) The terms of the Common Escrow Agreement may be enforced by the Common Security Trustee in accordance with its terms.

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|    |  | The terms used in this row (e) and not defined herein, shall have the meanings ascribed to them in the Common Escrow Agreement.   |
| f) | extent and the nature of impact on management or control of the listed entity;             | N.A.  |
| g) | details and quantification of the restriction or liability imposed upon the listed entity; | <p>(i) Pursuant to the Common Escrow Agreement VLS has, <i>inter alia</i>, agreed, confirmed, and undertaken to ensure that:</p> <p>(a) it shall establish its relevant Collection Escrow Account and its relevant Expense Account with the Account Bank by such timelines as agreed in the Common Escrow Agreement;</p> <p>(b) at the beginning of each day, the entire amount lying in each Master Account shall be transferred to the relevant Collection Escrow Account;</p> <p>(c) all the Receivables in relation to each Common Obligor are mandatorily and directly deposited in the relevant Master Account. In the event, it receives any of the Receivables in the form of cash (rather than an account credit), it shall ensure that such cash is promptly, but in any event within such timelines as agreed under the Common Escrow Agreement, deposited into the relevant Master Account;</p> <p>(d) to ensure that all balances standing to the credit of the relevant Master Accounts are credited to the relevant Collection Escrow Accounts at the beginning of each day;</p> <p>(e) (A) to issue and maintain irrevocable standing instructions with the Account Bank to ensure that all balances standing to the credit of the relevant Master Accounts are credited to the relevant Collection Escrow Accounts at the beginning of each day, and to not revoke such standing instructions without the prior written consent of the Common Security Trustee; (B) provide evidence to the Common Security Trustee, that all standing instructions that are required to be provided in terms of this Agreement, have been provided in relation to all Master Accounts to either the Account Bank or such other bank with which the Master Account is maintained;</p> <p>(f) that it shall not deposit the monies receivable from and or any part thereof in any account other than the relevant Master Account and/or the Collection Escrow Account until the Final Settlement Date. In case if any such monies are deposited in an account other than the relevant account designated under the Common Escrow Agreement, then VLS shall transfer the entire of such amounts to the relevant account within such timelines as agreed under the Common Escrow Agreement;</p> <p>(g) on and from the date falling after expiry of such number of days as agreed under the Common Escrow Agreement from the first deemed date of allotment of the Veranda XL Debentures, certain percentage of the consolidated monthly Receivables (as specified in the Common Escrow Agreement) of</p> |

|    |   |  |
|----|---|--|
|    |   | <p>VLS (in aggregate) shall be directly deposited in its Collection Escrow Accounts;</p> <p>(h) on and from such date as agreed under the Common Escrow Agreement, certain percentage of the consolidated monthly Receivables (as specified in the Common Escrow Agreement) of VLS (in aggregate) shall be directly deposited in its relevant Collection Escrow Accounts;</p> <p>(i) any other amounts that may be required to be deposited in the Collection Escrow Account as per instructions of the Common Security Trustee; and</p> <p>(j) it shall maintain each Collection Escrow Account in its name with the Account Bank from the date of this Agreement until the Final Settlement Date.</p> <p>The terms used in this row (g) and not defined herein, shall have the meanings ascribed to them in the Common Escrow Agreement.</p> |
| 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> <p>vi. name of parties to the agreement;</p> <p>vii. nature of the agreement;</p> <p>viii. date of execution of the agreement;</p> <p>ix. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);</p> <p>x. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p> | Not Applicable   |