

20th May, 2024

BSE Limited

Dept of Corporate Services, Phiroze Jeejeebhoy Towers, Polal Street, Fort

Dalal Street, Fort, **Mumbai – 400 001**

Scrip Code: 543514

National Stock Exchange of India Limited

The Listing Department,

Exchange Plaza,

Bandra Kurla Complex,

Mumbai - 400 051

Symbol: VERANDA

Sub: Disclosure under Regulation 31 of SEBI (Substantial Acquisition of Shares and

Takeovers) Regulations, 2011 ("Takeover Regulations").

Dear Sir/Madam,

Please find enclosed the disclosures made by Mr. Kalpathi S Aghoram, Mr. Kalpathi S Ganesh and Mr. Kalpathi S Suresh ("the Promoters") of the Company in relation to the pledge and encumbrance (as defined under Regulation 28(3) of the Takeover Regulations) which has been created over the equity shares of Veranda Learning Solutions Limited ("the Company") held by the Promoters.

The aforesaid information is also hosted on the website of the Company viz www.verandalearning.com.

Request you to kindly take the same on record.

Thanking you,

For Veranda Learning Solutions Limited

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

www.verandalearning.com

**** +91 44 4296 7777

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

CIN: L74999TN2018PLC125880



Date: 20th May 2024 Place: Chennai

To

1. BSE Limited

Phiroze Jeejeebhoy Towers Dalal Street, Fort Mumbai 400 001

E-mail: corp.relations@bseindia.com

3. Veranda Learning Solutions Limited

34, Thirumalai Road, T. Nagar, Chennai, Tamil Nadu-600017

E-mail: secretarial@verandalearning.com

Sir/ Madam,

 National Stock Exchange of India Limited Exchange Plaza, Bandra-Kurla-Complex, Bandra (East)

Mumbai – 400 051

Email: takeover@nse.co.in

Subject: Disclosure under Regulation 31 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("Takeover Regulations")

This disclosure is being made by Mr. Kalpathi S Aghoram, Mr. Kalpathi S Ganesh, and Mr. Kalpathi S Suresh (the "**Promoters**") in relation to the pledge and encumbrance (as defined under Regulation 28(3) of the Takeover Regulations) which has been created over the equity shares of Veranda Learning Solutions Limited ("**Company**") held by the Promoters on 15.05.2024.

Veranda Learning Solutions Limited ("VLSL") has entered into a debenture trust deed dated 25 March 2024, as amended, with Catalyst Trusteeship Limited (acting as the debenture trustee) ("VLSL Debenture Trust Deed") in relation 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) issued by VLSL 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 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").

Veranda XL Learning Solutions Private Limited ("Veranda XL") has entered into a debenture trust deed dated 25 March 2024, as amended, with Catalyst Trusteeship Limited (acting as the debenture trustee) ("Veranda XL Debenture Trust Deed") in relation 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 issued by Veranda XL on a private placement basis, aggregating to not more than INR 310,00,000,000 (Rupees Three Hundred and Ten Crores Only) ("Veranda XL Debentures").

Veranda Race Learning Solutions Private Limited ("Veranda Race") has entered into a debenture trust deed dated 25 March 2024, as amended, with Catalyst Trusteeship Limited (acting as the debenture trustee) ("Veranda Race Debenture Trust Deed") in relation 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) issued by Veranda Race 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 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").

(The VLSL Debentures, the Veranda XL Debentures and the Veranda Race Debentures are collectively referred to as the "**Debentures**". The Veranda XL Debenture Trust Deed, the Veranda Race Debenture Trust Deed and the VLSL Trust Deed are collectively referred to as the "**Debenture Trust Deeds**".)

One of the terms of the Debenture Trust Deeds is for Mr. Kalpathi S Aghoram ("Promoter 1"), Mr. Kalpathi S Suresh ("Promoter 2"), and Mr. Kalpathi S Ganesh ("Promoter 3" and together with Promoter 1 and Promoter 2, "Promoters") to create a pledge over such number of shares of VLSL whose collateral shares value is equal to or more than 50% of Rs. 425,00,00,000 (Rupees Four Hundred and Twenty Five Crores only) and over such additional number of shares of VLSL as may be required to ensure that the collateral shares value of the pledged VLSL shares is equal to or more than the relevant required collateral value in accordance with the provisions of the share pledge agreement entered into between the Promoters and Catalyst Trusteeship Services (acting in its capacity as the common security trustee) ("Pledge Agreement (VLSL)").

Further, some of the terms and conditions of the Debenture Trust Deeds are, *inter alia*, that the Promoters: (i) shall at all times own at least 40% of the share capital of VLSL; and (ii) shall at all times until the final settlement date, be the largest shareholders in VLSL; (iii) may only dispose of the VLSL Shares provided specific conditions set out in the Debenture Trust Deeds are met; and (iv) are restricted from creating security or quasi-security over the VLSL Shares owned by them without the consent of the debenture trustee subject to certain agreed carveouts ("Covenant"). Given the nature of the Covenant and certain other terms and conditions of the Debenture Trust Deeds, they are likely to fall within the definition of the term "encumbrance" provided under Chapter V of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Therefore, in compliance with the Takeover Regulations read with the SEBI Master circular dated February 16, 2023, bearing reference no. SEBI/HO/CFD/PoD-1/P/CIR/2023/31, the Promoters are making this disclosure, with the relevant details as required in **Annexure 1** and **Annexure 2**.

Kindly take the above on record.

Thanking you

Yours faithfully

Mr. Kalpathi S Aghoram

Mr. Kalpathi S Ganesh

Mr. Kalpathi S Suresh

Enclosed:

- 1. Annexure 1 Disclosure by the Promoters to the stock exchanges and to the target company for encumbrance of shares in terms of Regulations 31(1) of the Takeover Regulations.
- 2. Annexure 2 Format for disclosure of reasons for encumbrance.

Mr. Kalpathi S Ganesh	Aghoram	Mr. Kalpathi S	PACs with him*	Name of the	Details of the creation of encumbrance:	Names of the promoters or PAC on whose shares encumbrance has been created/released/invoked	Date of reporting	Names of the stock exchanges where the shares of the target company are listed	Name of the Target Company (TC)	Disclosure by
1,28,28,049		1.28.29.553	Number	Promoter holding in the target company	ation of encum	moters or PAC		ck exchanges w	et Company (T	the Promoter
18.00%	18.00%		% of total share capital	ding in mpany	brance:	on whos		here the	0	s to the s
40,63,285	81,06,268	40,63,285	Number	Promoter holding already encumbered (2)		e shares encui		shares of the		tock exchange
5.70%	11.37%	5.70%	% of total share capital	olding		mbrance		target co		es and to
Creation	Modification Please refer to the Nate 1 below	Creation	Type of event (creation \not —release \not —invocation)			has been createc		mpany are listed		the Target Comp
15th May 2024	15 th May 2024	15 th May 2024	Date of creation/- release/ invocation of encumbrance				20.0		Vera	Disclosure by the Promoters to the stock exchanges and to the Target Company for encumbrance of shares in terms of Regulations, 2011
Pledge	Others. Please refer to the Nate 1 below.	Pledge	Type of encumbrance (pledge/ lien/ non disposal undertaking/ others)	Details of ever		Mr. Kalpathi S Aghoram Mr. Kalpathi S Ganesh Mr. Kalpathi S Suresh	20.05.2024	Limited and Natio	anda Learning Sol	Regulations, 2011
For creating a pledge over the shares of VLSL	Others. Please refer to the Note 1 below.	For creating a pledge over the shares of VLSL to secure the Debentures ¹	Reasons for encumbrance*	Details of events pertaining to encumbrance (3)		h m		BSE Limited and National Stock Exchange of India Limited	Veranda Learning Solutions Limited ("VLSL")	
6,60,000	NI	6,60,000	Number	ncumbrance (3)				ge of India Limite	LSL")	ons 31(1) of SEB
0.93%	Z	0.93%	% of share capital					ă		I (Substantial A
Catalyst Trusteeship Limited (as the	Catalyst Trusteeship Limited (as the common security trustee)	Catalyst Trusteeship Limited (as the common security trustee)	Name of the entity in whose favour shares encumbered					50		Regulations 31(1) of SEBI (Substantial Acquisition of Shares and Takeovers)
1,28,28,049		1 78 79 553	Number	Post event holding of encumbered shares {creation [(2)+(3)]/release-{(2)-(3)}/invocation {(1,1)-(3)}}						and Takeover
18.00	%	18.00	% of total share capital	olding ered ation slease scation }						(\$)

Total	Suresh	Mr. Kalpathi S			PACs with him*	Name of the
3,84,69,650	1,00,11,000	1 28 12 048			Number	Promoter holding in the target company (1)
53.98	17.00%	17 98%			% of total share capital	ding in mpany
3,64,89,650	80,88,763	40,63,285	81,04,764		Number	Promoter holding already encumbered (2)
51.19	11.35%	5.70%	11.37%		% of total share capital	nolding
ı	Modification Please refer to the Note 1 below	Creation	Modification Please refer to the Note 1 below		Type of event (creation / release / invocation)	
1	15 th May 2024	15 th May 2024	15 th May 2024		Date of creation/- release/ invocation of encumbrance	
ı	Others. Please refer to the Nate 1 below.	Pledge	Others. Please refer to the Note 1 below.		Type of encumbrance (pledge/ lien/ non disposal undertaking/ others)	Details of ever
1	Others. Please refer to the Note 1 below.	For creating a pledge over the shares of VLSL to secure the Debentures ¹	Others. Please refer to the Note 1 below.	Debentures ¹	Reasons for encumbrance*	Details of events pertaining to encumbrance (3)
19,80,000	NIL	6,60,000	NE.		Number	:ncumbrance (3)
2.78%	Z	0.93%	N.	11	% of share capital	
9	Catalyst Trusteeship Limited (as the common security trustee)	Catalyst Trusteeship Limited (as the common security trustee)	Catalyst Trusteeship Limited (as the common security trustee)	trustee)	Name of the entity in whose favour shares encumbered	
3,84,69,650		1 28 12 008			Number	Post event holding of encumbered shares {creation [(2)+(3)] / release-{(2)-(3)} / invocation [(1)-(3)]}
53.98	%	17.98			% of total share capital	holding bered sation elease ocation }}

*The names of all the promoters, their shareholding in the target company and their pledged shareholding as on the reporting date should appear in the table irrespective of whether they are reporting on the date of event or

^{**} For example, for the purpose of collateral for loans taken by the company, personal borrowing, third party pledge, etc.

^{***}This would include name of both the lender and the trustee who may hold shares directly or on behalf of the lender

Debentures means collectively:

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 senior, secured, redeemable and unlisted non-convertible debentures of a nominal value of INR 1,00,000 each, aggregating to not more than INR 100,00,000 (Rupees One Hundred not more than INR 125,00,00,000 (Rupees One Hundred and Twenty Five Only) ("VLSL Debentures"); Crores Only) proposed to be issued by Veranda Learning Solutions Limited ("VLSL") on a private placement basis in one or more series and/or tranches, aggregating, on the whole, to more than INR 25,00,000 (Rupees Twenty Five Crores Only) issued by Veranda Learning Solutions Limited ("VLSL") along with an additional green shoe option to issue up to 10,000

- 6) 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 issued by Veranda XL Learning Solutions Private Limited ("Veranda XL") 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") and
- 0 Only), in one or more series and/or tranches, to be issued by Veranda Race Learning Solutions Private Limited on a private placement basis, aggregating, on the whole, to not more 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 more than INR 90,00,000 (Rupees Ninety Crores Only) issued by Veranda Race Learning Solutions Private Limited along with an additional green shoe option to issue up to 2,000 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 than INR 110,00,00,000 (Rupees One Hundred and Ten Crores Only) ("Veranda Race Debentures").

Note 1

Solutions Private Limited ("Veranda Race") has entered into a debenture trust deed dated 25 March 2024 with Catalyst Trusteeship Limited (acting as the debenture trustee), as amended with Catalyst Trusteeship Limited (acting as the debenture trustee), as amended ("Veranda XL Debenture Trust Deed") in relation to the Veranda XL Debentures. Veranda Race Learning Trust Deed are collectively referred to as the "Debenture Trust Deeds".) ("VLSL Debenture Trust Deed") in relation to the VLSL Debentures. Veranda XL Learning Solutions Private Limited ("Veranda XL") has entered into a debenture trust deed dated 25 March 2024 Veranda Learning Solutions Limited ("VLSL") has entered into a debenture trust deed dated 25 March 2024 with Catalyst Trusteeship Limited (acting as the debenture trustee), as amended ("Veranda Race Debenture Trust Deed") in relation to the Veranda Race Debentures. (The VLSL Debenture Trust Deed, the Veranda XL Debenture Trust Deed and the Veranda Race Debentures.

more than the relevant required collateral value in accordance with the provisions of the share pledge agreement dated 25th March, 2024 entered into between the Promoters and Catalyst Hundred and Twenty Five Crores only) and over such additional number of shares of VLSL as may be required to ensure that the collateral shares value of the pledged VLSL shares is equal to or Promoter 1 and Promoter 2, "Promoters") to create a pledge over such number of shares of VLSL whose collateral shares value is equal to or more than 50% of Rs. 425,00,00,000 (Rupees Four One of the terms of the Debenture Trust Deeds is for Mr. Kalpathi S Aghoram ("Promoter 1"), Mr. Kalpathi S Ganesh ("Promoter 2"), and Mr. Kalpathi S Suresh ("Promoter 3" and together with Trusteeship Services (acting in its capacity as the common security trustee) ("Pledge Agreement (VLSL)"),.

Given the nature of the Covenant and certain other terms and conditions of the Debenture Trust Deeds, they are likely to fall within the definition of the term "encumbrance" provided under times until the final settlement date, be the largest shareholders in VLSL; (iii) may only dispose of the VLSL Shares provided specific conditions set out in the Debenture Trust Deeds are met; and Further, some of the terms and conditions of the Debenture Trust Deeds are, inter alia, that the Promoters: (i) shall at all times own at least 40% of the share capital of VLSL; (ii) shall at all Chapter V of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("Takeover Regulations"). (iv) are restricted from creating security or quasi-security over the VLSL Shares owned by them without the consent of the debenture trustee subject to certain agreed carveouts ("Covenant").

completeness, it is hereby clarified that: Therefore, pursuant to the aforesaid, the Promoters have created a pledge and encumbrance over such number of their shareholding in VLSL as provided in the table above. For the sake of

pursuant to the additional pledges created in favour of the Trustee till the date of this disclosure (i.e., 20th May 2024), no other pledge, lien, negative lien, non-disposal undertaking encumbered on 25th March 2024 and 4,94,541 shares (i.e., warrants converted to shares) were also encumbered on 29th April 2024), which stands decreased to 81,06,268 shares (created by virtue of covenants present in the Debenture Trust Deeds) in favour of the Trustee over 89,66,268 shares of VLSL held by Promoter 1 (i.e., 84,71,727 shares were (which were under encumbrance as per the terms and conditions of the Debenture Trust Deeds as stated above), on 15th May 2024, in favour of the Trustee; and (iii) the encumbrance 29th April 2024, and 2nd May 2024 respectively, in favour of Catalyst Trusteeship Limited (the "Trustee"); (ii) the pledge created over 6,60,000 shares of VLSL held by Promoter 1 apart from: (i) the pledge created over 36,91,159 shares, 1,72,126 shares (i.e., warrants converted to shares), and 2,00,000 shares, of VLSL held by Promoter 1, on 26th March, 2024

disclosure (i.e., 20th May 2024) stand increased from 40,63,285 (as on the date of the last disclosure i.e., 8th May 2024) to 47,23,285 shares (as on the date of this disclosure, i.e. result of the creation of the pledge referred to in S. No. (ii) above, the total number of shares of VLSL held by Promoter 1 and pledged in favour of the Trustee on the date of this or any other encumbrance of any kind has been created over the shares of VLSL held by Promoter 1 in relation to the Debentures, as on date of this disclosure. Please note that as a

- 6) disclosure (i.e., 20th May 2024) stand increased from 40,63,285 (as on the date of the last disclosure i.e., 8th May 2024) to 47,23,285 shares (as on the date of this disclosure, i.e. result of the creation of the pledge referred to in S. No. (ii) above, the total number of shares of VLSL held by Promoter 2 and pledged in favour of the Trustee on the date of this or any other encumbrance of any kind has been created over the shares of VLSL held by Promoter 2 in relation to the Debentures, as on date of this disclosure. Please note that as a pursuant to the additional pledges created in favour of the Trustee till the date of this disclosure (i.e., 20th May 2024), no other pledge, lien, negative lien, non-disposal undertaking, encumbered on 25th March 2024 and 4,94,541 shares (i.e., warrants converted to shares) were also encumbered on 26th April 2024), which stands decreased to 81,04,764 shares (created by virtue of covenants present in the Debenture Trust Deeds) in favour of the Trustee over 89,64,764 shares of VLSL held by Promoter 2 (i.e., 84,70,223 shares were (which were under encumbrance as per the terms and conditions of the Debenture Trust Deeds as stated above), on 15th May 2024, in favour of the Trustee; and (iii) the encumbrance 26th April 2024, and 6th May 2024 respectively, in favour of Catalyst Trusteeship Limited (the "Trustee"); (ii) the pledge created over 6,60,000 shares of VLSL held by Promoter 2 20th May 2024) and apart from: (i) the pledge created over 36,91,159 shares, 1,72,126 shares (i.e., warrants converted to shares), and 2,00,000 shares, of VLSL held by Promoter 2, on 26th March, 2024
- 0 disclosure (i.e., 20th May 2024) stand increased from 40,63,285 (as on the date of the last disclosure i.e., 8th May 2024) to 47,23,285 shares (as on the date of this disclosure, i.e., result of the creation of the pledge referred to in S. No. (ii) above, the total number of shares of VLSL held by Promoter 3 and pledged in favour of the Trustee on the date of this or any other encumbrance of any kind has been created over the shares of VLSL held by Promoter 3 in relation to the Debentures, as on date of this disclosure. Please note that as a pursuant to the additional pledges created in favour of the Trustee till the date of this disclosure (i.e., 20th May 2024), no other pledge, lien, negative lien, non-disposal undertaking encumbered on 25th March 2024 and 4,94,540 shares (i.e., warrants converted to shares) were also encumbered on 26th April 2024), which stands decreased to 80,88,763 shares 26th April 2024, and 6th May 2024 respectively, in favour of Catalyst Trusteeship Limited (the "Trustee"); (ii) the pledge created over 6,60,000 shares of VLSL held by Promoter 3 apart from: (i) the pledge created over 36,91,159 shares, 1,72,126 shares (i.e., warrants converted to shares), and 2,00,000 shares, of VLSL held by Promoter 3, on 26th March, 2024 (created by virtue of covenants present in the Debenture Trust Deeds) in favour of the Trustee over 89,48,763 shares of VLSL held by Promoter 3 (i.e., 84,54,223 shares were (which were under encumbrance as per the terms and conditions of the Debenture Trust Deeds as stated above), on 15th May 2024, in favour of the Trustee; and (iii) the encumbrance

The Promoters are making this disclosure to comply with the Takeover Regulations read with the SEBI Master circular dated February 16, 2023, bearing reference no. SEBI/HO/CFD/PoD-

Mr. Kalpathi S Aghoram

Mr. Kalpathi S Ganesh

Mr. Kalpathi S Suresh

Place: Chennai Date: 20.05.2024

ANNEXURE - 2 Format for disclosure of reasons for encumbrance (In addition to Annexure - I)

Name of listed company	Veranda Learning Solutions Limited
Name of the recognised stock exchanges where the shares of the company are listed	BSE Limited and National Stock Exchange of India Limited
Name of the promoter(s) / PACs whose shares have been encumbered	Mr. Kalpathi S Aghoram ("Promoter 1") Mr. Kalpathi S Ganesh ("Promoter 2") Mr. Kalpathi S Suresh ("Promoter 3")
Total promoter shareholding in the listed company	No. of shares: 3,84,69,650 % of total share capital: 53.98%
Encumbered shares as a % of promoter shareholding	36.83 % Please refer to the Note 1 below
Whether encumbered share is 50% or more of promoter shareholding	xes / NO
Whether encumbered share is 20% or more of total share capital	¥ES/ NO

DETAILS OF ALL THE EXISTING EVENTS/ AGREEMENTS PERTAINING TO ENCUMBRANCE

© Pledg	% of total share capi		No and % of shares encumbered	Pledge	share	% of total	Shares	Num	Details	Pledge	Type of encumbrance (pledge, lien, negative lien, non-disposal Pledge to secure the Debentures' undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)	
ge created : ge created c	% of total share capital	Number of Shares	ils	es Created c	share capital	total	es	Number of	ils	Created or	to secure t	
® Pledge created on 26 April 2024 ^ Pledge created on 29th April 2024	0.24%	1,72,126	Promoter 1^	on 26 th April 20		5.18%		36,91,159	Promoter 1	Pledge Created on 26th March 2024	the Debenture	Encu
)24)024	0.24%	1,72,126	Promoter 2 [®]	Pledges Created on 26th April 2024 and 29th April 2024		5.18%	55	36,91,159	Promoter 2	2024	251	Encumbrance 1
	0.24%	1,72,126	Promoter 3 [®]	ril 2024		5.18%	88	36,91,159	Promoter 3		**	
						share capital	% of total	Shares	Number of	Details	Covenant in th	
							11.37%		81.06.268	Promoter 1	Covenant in the nature of an encumbrance Please refer to the Note 1 below.	Enc
							11.37%		81.04.764	Promoter 2	ncumbrance. w.	Encumbrance 2
							11.35%		80.88.763	Promoter 3		

			the encumbrance	Specific details about			CII - AU															
			Whether the entity X is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	Name of the entity in whose favour shares encumbered (X)																		
Veranda Race De	Debenture Trustee ate Limited as the Issuer Debenture Trustee	VISL Debenture Veranda Learning Catalyst Trustees	XES/ NO Security Trustee	Catalyst Trusteeship Limited (as the common security trustee) Please refer to the Note below.	Please refer to the Note 1 below.	share capital	% of total	Number of Shares	Details	Total shares undo May 2024	share capital	% of total	Number of Shares	Details	Pledges Created on 15th May 2024	Pledge created on 2 th May 2024 ^{@®} Pledge created on 6 th May 2024	share capital	% of total	Number of Shares	Details	Pledges Created on 2 th May 2024 and 6 th May 2024	
Veranda Race Debenture Trust Deed	enture Trust De iing Solutions Pi hip Limited as t	Trust Deed § Solutions Limit hip Limited as t		hip Limited (as e Note below.	e Note 1 below		6.63%	47,23,285	Promoter 1	er pledge as on		0.93%	6,60,000	Promoter 1	on 15 th May 202	on 2 th May 20 d on 6 th May 20		0.28%	2,00,000	Promoter 1^^	on 2 nd May 2U2	
Deed	ed rivate Limited a: he Debenture T	ted as the Issue he Debenture T	=	the common se			6.63%	47,23,285	Promoter 2	the date of this		0.93%	6,60,000	Promoter 2	24)24		0.28%	2,00,000	Promoter 2@@	4 and 6" May 2	
		rustee	a	XES Sec	curity trustee)			6.63%	47,23,285	Promoter 3	Total shares under pledge as on the date of this disclosure i.e., 20 th May 2024		0.93%	6,60,000	Promoter 3				0.28%	2,00,000	Promoter 3@@	024
Veranda Race Dehenture Trust Deed	Catalyst Trusteeship Limited as the Debenture Trustee Veranda XL Debenture Trust Deed Veranda XL Learning Solutions Private Limited as the Issuer Catalyst Trusteeship Limited as the Debenture Trustee	VLSL Debenture Trust Deed Veranda Learning Solutions Limited as the Issuer Catalyst Trusteeship Limited as the Debenture Trustee	XES/ NO Security Trustee	Catalyst Trusteeship Limited (as the common security trustee) Please refer to the Note below.							2								X			

			money (End use of			/ Asset Cover (
(c) Any other reason (please specify)	Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc.	b) For the benefit of listed company	(a) Personal use by promoters and PACs	Borrowed amount to be utilized for what purpose -	Ratio of A / B	Amount involved (against which shares have been encumbered) (B)	Value of shares on the date of event / agreement (A)					about the instrument, including credit rating	Whether the encumbrance is relating to any debt YES / NO instruments viz. debenture, commercial paper, If yes, certificate of deposit etc.? If yes provide details			
Please refer to the Note 2 below	Lienze i el en en el More 7 pellom	Please refer to the Note 2 helow	No		0.56	Rs. 425,00,00,000 (Rupees Four Hundred Twenty Five Crores Only)	Rs. 240,17,90,423(Rupees Two Hundred Forty Crores Seventeen Lakhs Ninety Thousand Four Hundred and Twenty Three Only)	5. ISIN of the instrument: Please refer to the <u>Note 2</u> below	4. Credit Rating of the debt instrument: Please refer to the Note 2 below	3. Whether the debt instrument is listed on stock exchanges?: Please refer to the Note 2 below	2. Details of the debt instrument: Please refer to the Note 2 below	Please refer to the <u>Note 2</u> below.	2	Mr. Kalpathi S Aghoram, Mr. Kalpathi S Ganesh, and Mr. Kalpathi S Suresh, as the Pledgors Catalyst Trusteeship Limited as the Common Security Trustee	Share Pledge Agreement	Veranda Race Learning Solutions Private Limited as the Issuer Catalyst Trusteeship Limited as the Debenture Trustee
Please refer to the Note 2 below	Fiedse rejer to are <u>More z</u> below	Please refer to the Note 2 helow	No		Not Applicable Please refer to the Note 1 below.	Not Applicable Please refer to the Note 1 below.	Not Applicable Please refer to the Note 1 below.	5. ISIN of the instrument: Please refer to the <u>Note 2</u> below	4. Credit Rating of the debt instrument: Please refer to the Note 2 below	3. Whether the debt instrument is listed on stock exchanges?: Please refer to the Note 2 below	2. Details of the debt instrument: Please refer to the Note 2 below	Please refer to the Note 2 below.	YES / NO If yes,	Mr. Kalpathi S Aghoram, Mr. Kalpathi S Ganesh, and Mr. Kalpathi S Suresh, as the Pledgors Catalyst Trusteeship Limited as the Common Security Trustee		Veranda Race Learning Solutions Private Limited as the Issuer Catalyst Trusteeship Limited as the Debenture Trustee

¹ Debentures means collectively:

⁰⁾ 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 not more than INR 125,00,00,000 (Rupees One Hundred and Twenty Five Crores Only) ("VLSL Debentures"); Crores Only) proposed to be issued by Veranda Learning Solutions Limited ("VLSL") on a private placement basis in one or more series and/or tranches, aggregating, on the whole, to 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 more than INR 25,00,00,000 (Rupees Twenty Five Crores Only) issued by Veranda Learning Solutions Limited ("VLSL") along with an additional green shoe option to issue up to 10,000

- 6) 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 issued by Veranda XL Learning Solutions Private Limited ("Veranda XL") 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"); and
- 0 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 Only), in one or more series and/or tranches, to be issued by Veranda Race Learning Solutions Private Limited on a private placement basis, aggregating, on the whole, to not more senior, secured, redeemable and unlisted non-convertible debentures of a nominal value of INR 1,00,000 each, aggregating to not more than INR 20,00,000 (Rupees Twenty Crore more than INR 90,00,000 (Rupees Ninety Crores Only) issued by Veranda Race Learning Solutions Private Limited along with an additional green shoe option to issue up to 2,000 than INR 110,00,00,000 (Rupees One Hundred and Ten Crores Only) ("Veranda Race Debentures").

Note 1

Solutions Private Limited ("Veranda Race") has entered into a debenture trust deed dated 25 March 2024 with Catalyst Trusteeship Limited (acting as the debenture trustee), as amended with Catalyst Trusteeship Limited (acting as the debenture trustee), as amended ("Veranda XL Debenture Trust Deed") in relation to the Veranda XL Debentures. Veranda Race Learning ("VLSL Debenture Trust Deed") in relation to the VLSL Debentures. Veranda XL Learning Solutions Private Limited ("Veranda XL") has entered into a debenture trust deed dated 25 March 2024 Trust Deed are collectively referred to as the "Debenture Trust Deeds".) Veranda Learning Solutions Limited ("VLSL") has entered into a debenture trust deed dated 25 March 2024 with Catalyst Trusteeship Limited (acting as the debenture trustee), as amended "Veranda Race Debenture Trust Deed") in relation to the Veranda Race Debentures. (The VLSL Debenture Trust Deed, the Veranda XL Debenture Trust Deed and the Veranda Race Debenture

Hundred and Twenty Five Crores only) and over such additional number of shares of VLSL as may be required to ensure that the collateral shares value of the pledged VLSL shares is equal to or Promoter 1 and Promoter 2, "Promoters") to create a pledge over such number of shares of VLSL whose collateral shares value is equal to or more than 50% of Rs. 425,00,00,000 (Rupees Four One of the terms of the Debenture Trust Deeds is for Mr. Kalpathi S Aghoram ("Promoter 1"), Mr. Kalpathi S Ganesh ("Promoter 2"), and Mr. Kalpathi S Suresh ("Promoter 3" and together with more than the relevant required collateral value in accordance with the provisions of the share pledge agreement dated 25th March, 2024 entered into between the Promoters and Catalyst Trusteeship Services (acting in its capacity as the common security trustee) ("**Pledge Agreement (VLSL)**").

Chapter V of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("Takeover Regulations"). Given the nature of the Covenant and certain other terms and conditions of the Debenture Trust Deeds, they are likely to fall within the definition of the term "encumbrance" provided under times until the final settlement date, be the largest shareholders in VLSL; (iii) may only dispose of the VLSL Shares provided specific conditions set out in the Debenture Trust Deeds are met; and Further, some of the terms and conditions of the Debenture Trust Deeds are, inter alia, that the Promoters: (i) shall at all times own at least 40% of the share capital of VLSL; (ii) shall at all (iv) are restricted from creating security or quasi-security over the VLSL Shares owned by them without the consent of the debenture trustee subject to certain agreed carveouts ("Covenant").

completeness, it is hereby clarified that: Therefore, pursuant to the aforesaid, the Promoters have created a pledge and encumbrance over such number of their shareholding in VLSL as provided in the table above. For the sake of

apart from: (i) the pledge created over 36,91,159 shares, 1,72,126 shares (i.e., warrants converted to shares), and 2,00,000 shares, of VLSL held by Promoter 1, on 26th March, 2024, or any other encumbrance of any kind has been created over the shares of VLSL held by Promoter 1 in relation to the Debentures, as on date of this disclosure. Please note that as a pursuant to the additional pledges created in favour of the Trustee till the date of this disclosure (i.e., 20th May 2024), no other pledge, lien, negative lien, non-disposal undertaking, disclosure (i.e., 20th May 2024) stand increased from 40,63,285 (as on the date of the last disclosure i.e., 8th May 2024) to 47,23,285 shares (as on the date of this disclosure, i.e. result of the creation of the pledge referred to in S. No. (ii) above, the total number of shares of VLSL held by Promoter 1 and pledged in favour of the Trustee on the date of this encumbered on 25th March 2024 and 4,94,541 shares (i.e., warrants converted to shares) were also encumbered on 29th April 2024), which stands decreased to 81,06,268 shares (created by virtue of covenants present in the Debenture Trust Deeds) in favour of the Trustee over 89,66,268 shares of VLSL held by Promoter 1 (i.e., 84,71,727 shares were (which were under encumbrance as per the terms and conditions of the Debenture Trust Deeds as stated above), on 15th May 2024, in favour of the Trustee; and (iii) the encumbrance 29th April 2024, and 2nd May 2024 respectively, in favour of Catalyst Trusteeship Limited (the "Trustee"); (ii) the pledge created over 6,60,000 shares of VLSL held by Promoter 1

- 6) apart from: (i) the pledge created over 36,91,159 shares, 1,72,126 shares (i.e., warrants converted to shares), and 2,00,000 shares, of VLSL held by Promoter 2, on 26th March, 2024 disclosure (i.e., 20th May 2024) stand increased from 40,63,285 (as on the date of the last disclosure i.e., 8th May 2024) to 47,23,285 shares (as on the date of this disclosure, i.e., result of the creation of the pledge referred to in S. No. (ii) above, the total number of shares of VLSL held by Promoter 2 and pledged in favour of the Trustee on the date of this or any other encumbrance of any kind has been created over the shares of VLSL held by Promoter 2 in relation to the Debentures, as on date of this disclosure. Please note that as a pursuant to the additional pledges created in favour of the Trustee till the date of this disclosure (i.e., 20th May 2024), no other pledge, lien, negative lien, non-disposal undertaking, encumbered on 25th March 2024 and 4,94,541 shares (i.e., warrants converted to shares) were also encumbered on 26th April 2024), which stands decreased to 81,04,764 shares 20th May 2024) and (created by virtue of covenants present in the Debenture Trust Deeds) in favour of the Trustee over 89,64,764 shares of VLSL held by Promoter 2 (i.e., 84,70,223 shares were (which were under encumbrance as per the terms and conditions of the Debenture Trust Deeds as stated above), on 15th May 2024, in favour of the Trustee; and (iii) the encumbrance 26th April 2024, and 6th May 2024 respectively, in favour of Catalyst Trusteeship Limited (the "Trustee"); (ii) the pledge created over 6,60,000 shares of VLSL held by Promoter 2
- 0 apart from: (i) the pledge created over 36,91,159 shares, 1,72,126 shares (i.e., warrants converted to shares), and 2,00,000 shares, of VLSL held by Promoter 3, on 26th March, 2024 disclosure (i.e., 20th May 2024) stand increased from 40,63,285 (as on the date of the last disclosure i.e., 8th May 2024) to 47,23,285 shares (as on the date of this disclosure, i.e. result of the creation of the pledge referred to in S. No. (ii) above, the total number of shares of VLSL held by Promoter 3 and pledged in favour of the Trustee on the date of this or any other encumbrance of any kind has been created over the shares of VLSL held by Promoter 3 in relation to the Debentures, as on date of this disclosure. Please note that as a pursuant to the additional pledges created in favour of the Trustee till the date of this disclosure (i.e., 20th May 2024), no other pledge, lien, negative lien, non-disposal undertaking encumbered on 25th March 2024 and 4,94,540 shares (i.e., warrants converted to shares) were also encumbered on 26th April 2024), which stands decreased to 80,88,763 shares (which were under encumbrance as per the terms and conditions of the Debenture Trust Deeds as stated above), on 15th May 2024, in favour of the Trustee; and (iii) the encumbrance (created by virtue of covenants present in the Debenture Trust Deeds) in favour of the Trustee over 89,48,763 shares of VLSL held by Promoter 3 (i.e., 84,54,223 shares were 26th April 2024, and 6th May 2024 respectively, in favour of Catalyst Trusteeship Limited (the "Trustee"); (ii) the pledge created over 6,60,000 shares of VLSL held by Promoter 3 20th May 2024)

1/P/CIR/2023/31. The Promoters are making this disclosure to comply with the Takeover Regulations read with the SEBI Master circular dated February 16, 2023, bearing reference no. SEBI/HO/CFD/PoD-

Note 2:

Details	VLSL Debentures	Veranda XL Debentures	Veranda Race Debentures
Name of the issuer	Veranda Learning Solutions Limited	Veranda XL Learning Solutions Private Limited	Veranda Race Learning Solutions Private Limited
Details of the debt	Up to 2,500 senior, secured, redeemable and	Up to 2,500 senior, secured, redeemable and Up to 31,000 senior, secured, redeemable and Up to 9,000 senior, secured, redeemable, unlisted	Up to 9,000 senior, secured, redeemable, unlist
instrument	unlisted non-convertible debentures of a nominal	unlisted non-convertible debentures of a nominal unlisted non-convertible debentures of a nominal and non-convertible debentures of a nominal	and non-convertible debentures of a nomi
	value of INR 1,00,000 each in one or more series	value of INR 1,00,000 each in one or more series value of INR 1,00,000 each in one or more series value of INR 1,00,000 each in one or more series	value of INR 1,00,000 each in one or more se
	and/or tranches aggregating to not more than INR	and/or tranches aggregating to not more than INR and/or tranches issued by Veranda XL Learning and/or tranches aggregating to not more than INR	and/or tranches aggregating to not more than
	25,00,00,000 (Rupees Twenty Five Crores Only)	25,00,00,000 (Rupees Twenty Five Crores Only) Solutions Private Limited on a private placement 90,00,00,000 (Rupees Ninety Crores Only) issued	90,00,00,000 (Rupees Ninety Crores Only) issi
	issued by VLSL along with an additional green shoe	issued by VLSL along with an additional green shoe basis, aggregating to not more than INR by Veranda Race along with an additional green	by Veranda Race along with an additional gr
	option to issue up to 10,000 senior, secured,	option to issue up to 10,000 senior, secured, 310,00,00,000 (Rupees Three Hundred and Ten shoe option to issue up to 2,000 senior, secured,	shoe option to issue up to 2,000 senior, secu
	redeemable and unlisted non-convertible	Crores Only). ("Veranda XL Debentures")	redeemable and unlisted non-convertible
	debentures of a nominal value of INR 1,00,000		debentures of a nominal value of INR 1,00,000
	each, aggregating to not more than INR		each, aggregating to not more than INR
	100,00,00,000 (Rupees One Hundred Crores Only)		20,00,00,000 (Rupees Twenty Crore Only), in one

Details	VLSL Debentures	Veranda XL Debentures	Veranda Race Debentures
	proposed to be issued by Veranda Learning Solutions Limited on a private placement basis in one or more series and/or tranches, aggregating, on the whole, to not more than INR 125,00,00,000 (Rupees One Hundred and Twenty Five Crores Only) ("VLSL Debentures")		or more series and/or tranches, to be issued by Veranda Race Learning Solutions Private Limited 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).
Whether the debt instrument is listed on stock exchanges?	No	No	No
Credit Rating of the debt instrument	Unrated	Unrated	Unrated
ISIN of the instrument	2,500 VLSL Debentures have been allotted on 18 th April 2024. ISIN for Debentures is INE0IQ007026.	14,500 Veranda XL Debentures have been allotted on 27 March 2024 as Tranche 1 Debentures. ISIN for Tranche 1 Debentures is INE00FP07015. 14,200 Veranda XL Debentures have been allotted on 18 th April 2024 as Tranche 2 Debentures. ISIN for Tranche 2 Debentures is INE00FP07031.	9,000 Veranda Race Debentures have been allotted on 18 th April 2024 as Tranche 1 Debentures. ISIN for Tranche 1 Debentures is INEOOEP07018.
		1,100 Veranda XL Debentures have been allotted on 18 th April 2024 as Tranche 3 Debentures. ISIN for Tranche 3 Debentures is INEOOFP07023. 1,200 Veranda XL Debentures have been allotted on 18 th April 2024 as Tranche 4 Debentures. ISIN for Tranche 4 Debentures is INEOOFP07049.	
End Use of Money:	(b) For the benefit of listed company	(c) Any other reason (please specify):	(c) Any other reason (please specify):
Borrowed amount to be utilized for what purpose –	Amount: Up to 125,00,00,000 (Rupees One	For raising funds for the purpose of, inter alia, financing acquisitions, providing inter-corporate loans to group companies, repayment of existing debt working capital and any other such	For raising funds for the purpose of, inter alia, providing inter-corporate loans to group companies, repayment of existing debt, working capital and any other such purposes
nd PACs benefit of list	Purpose: For raising funds for the purpose of, inter alia, providing inter-corporate loans to group companies, repayment of existing debt and	ses. ule for utilization ule etc:	Schedule for utilization of amount, repayment schedule etc:
amount, purpose of raising money by listed company,	Schedule for utilization of amount, repayment	(i) an amount of upto INR 122,50,00,000 towards meeting the	(a) an amount of upto INK 14,60,00,000 towards the full repayment of the Race Hinduja Loan;
schedule for utilization of	schedule etc:	cost of the Tapasya Acquisition in	(b) an amount of upto INR 14,80,00,000

Details	VLSL Debentures	Veranda X	Veranda XL Debentures	Veranda Race Debentures
amount, repayment schedule etc.	Rs. 25 Crores raised by NCD's issuance has been		accordance with the Tapasya Acquisition Documents:	towards providing an inter corporate
	utilised (Rs. 14.6 Crores utilised for repayment of	<u> </u>	(ii) an amount of upto INR	deposited in the Veranda Administrative
(c) Any other reason (please	Hinduja Loan; Loan to Veranda Management	2000	meeting	Escrow Account, which amount shall be
specify)	Learning Solutions Private Limited ("WOS") Rs. 9.7			used by Veranda Administrative for the
	Crores and balance amount utilised for General	<u></u>	(iii) the balance amount of Series I	full repayment of the Veranda
	Corporate Purposes).	200	towards the long term working	Administrative Hinduja Loan 1 and
			capital requirements of the Issuer	Veranda Administrative Hinduja Loan 2,
	The NCD's will be redeemed over a period of 5		and payment of all fees, costs and	in accordance with the terms of the
	years.		other general expenses in relation to	Common Escrow Accounts Agreement;
			the Issue of Series I as approved by	(c) an amount of upto INR 14,70,00,000
			the Debenture Trustee.	towards providing an inter corporate
		Series II De	Series II Debentures:	loan to Veranda Management to be
				deposited in the Veranda Management
		<u></u>	An amount upto INR 133,30,00,000	Escrow Account, which amount shall be
			towards providing an inter corporate	used by Veranda Management for the full
			loan to Veranda Administrative to be	repayment of the Veranda Management
			deposited in the Veranda	Hinduja Loan 1 and
			Administrative Escrow Account,	Management Hinduja Loan 2,
			which amount shall be used by	accordance with the terms of the
			Veranda Administrative for the full	Common Escrow Accounts Agreement;
			repayment of the Veranda	(d) an amount of upto INR 30,00,000
			ive Piramal F	towards providing an inter corporate
			accordance with the terms of the	deposit to Veranda Management to be
		-	Common Escrow Accounts	deposited in the Veranda Management
			Agreement.	Escrow Account, which amount shall be
		Fi	An amount upto INR 3,51,83,601	used by Veranda Management for the full
			towards meeting the DSRA Required	repayment of the Veranda Management
			Balance	HDFC Facility in accordance with the
		, iii	An amount upto INR 5,00,00,000	terms of the Common Escrow Accounts
			towards the full repayment of the	Agreement
			Veranda XL Piramal Facility, in	(e) an amount of upto INR 14,10,00,000
			accordance with the terms of the	towards providing an inter corporate
			Common Escrow Accounts	loan to Edureka to be deposited in the
			agreement and	Edureka Escrow Account, which amount
		Ĭ.	The Balance amount of Series II	shall be used by Edureka for the full
			Debentures towards the long term	repayment of the Edureka Hinduja Loan 1
			working capital requirements of the	and Edureka Hinduja Loan 2
				accordance with the terms of
			Issyer and payment of all fees, costs	מכנטומטוייר אייניו יייי יי

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																								(4)					110001										VLSL Depentures
iii. The balance amount of Series IV	balance	towards meeting the DSRA required	ii. An amount of upto INR 29,73,262	Production of the Contract of	Veranda XL Hinduja Loan	towards the full repayment of the	i. An amount upto INR 11,60,00,000		Series IV Debenture:		Debenture Trustee.	Debentures as approve	relation to the Issue of Series III	and other general expenses in	Issuer and payment of all fees, costs	working capital requirements of the	Debentures, towards the long term	iii. The balance amount of Series III		towards meeting the DSRA required	ii. An amount of upto INR 27,25,489	Agreement	and the Common Escrow Accounts	Smartbridge Acquisition Documents	Acquisition in accordance with the	meeting the cost of the Smartbridge	Veranda Administrative	which amount shall be	Administrative Escrow	be deposited in the	loans to Veranda Administrative to	towards providing an inter corporate	i. An amount upto INR 10,60,00,000		Series III Debentures	Debenture Trustee.	Debentures as approved by the	relation to the Issue o	Veranda XL Debentures
f Sprips IV		RA required	-	years.	The NCD's will be redeemed over a period of 5	ent of the	1,60,00,000 Debenture Trustee.	Debentures as approved by	expenses in relation to the Issue of the	of all fees, costs and other general	requirements of the Issuer and payment	approved by the towards the long term working capital	f Series III (j) the balance amount of the Debentures	(penses in Balance;	l fees, costs towards meeting the DSRA Required	ents of the (i) an amount of upto INR 22,299,466		f Series III towards full repayment of the Race HDFC	(h) an amount of upto INR 12,00,00,000		27,25,489 the Common Escrow Accounts	Loan 2in accordance with the terms of	w Accounts Hinduja Loan 1 and Veranda IAS Hinduja	Documents the full repayment of the Veranda IAS	e with the amount shall be used by Veranda IAS for	martbridge the Veranda IAS Escrow Account, which	towards	used by	account, (g) an amount of upto INR 14,70,00,000	Veranda	istrative to with the terms of the Common Escrow		0,60,00,000 repayment of Edureka HDFC Existing	shall be used by Edureka for the full	Edureka Escrow Account, which amount	loan to Edureka to be deposited in the	ed by the towards providing an inter corporate	Issue of Series II (f) an amount of upto INR 1,80,00,000	Veranda Kace Depentures

Details **VLSL Debentures** Veranda XL Debentures The NCD's will be redeemed over a period of 5 Debentures may be used for any other purpose, if approved by the In each case, in compliance with applicable law, provided that the funds raised by the issuer of and other general expenses in relation to the issue of series IV Issuer and payment of all fees, costs working capital requirements of the Debentures, towards the long term Debenture Trustee. Debentures as approved by the Debenture Trustee. Veranda Race Debentures

Mr. Kalpathi S Aghoram

Mr. Kalpathi S Ganesh

Place: Chennai Date: 20.05.2024

Mr. Kalpathi S Suresh