

May 22, 2025

To,
Bombay Stock Exchange Limited.
1st Floor, New Trading Ring, Rotunda Building
P. J. Towers, Dalal Street,
Mumbai - 400001

Ref : Scrip Code – 508918

Dear Sir/Madam

Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 - Outcome of the Board Meeting held on May 22, 2025

Pursuant to Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby inform that the Board of Directors of the Company, at its meeting held on Thursday, May 22, 2025, inter-alia, has considered and approved:

1. Loan upto Rs. 2 crores in one or more tranches to Trio Infrastructure Private Limited, wholly owned subsidiary of the Company (Details as per Annexure I) and
2. Loan upto Rs. 2 crores in one or more tranches to EMDI (Overseas) FZ LLC, wholly owned subsidiary of the Company (Details as per Annexure II).

The details required under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024 are enclosed as Annexure I and Annexure II.

The aforesaid meeting of the Board of Directors commenced at 12.05 p.m. and concluded at 12.55 p.m.

Kindly take the same on record.

Thanking you.

Yours faithfully,
For Ironwood Education Limited



Dharmesh Parekh
Company Secretary



Annexure I

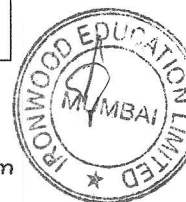
Details as required under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024

Sr.	Particulars	Details
1.	Name(s) of parties with whom the Loan agreement is entered	The Loan agreement ("the Agreement") has been entered between Ironwood Education Limited ("the Company/Lender") and Trio Infrastructure Private Limited, a Wholly owned Subsidiary of the Company ("the Borrower")
2.	Purpose of entering into the agreement	The Borrower shall utilize the loan amount for the purpose of working capital and general corporate purposes
3.	Size of agreement	Upto Rs. 2.00 crores
4.	Shareholding, if any, in the entity with whom the agreement is executed	The Company holds 100% stake in the Borrower
5.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	The loan shall be given for a period of 3 years from the date of disbursement but may be extended as mutually decided. Interest @7.5%
6.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The Borrower is a wholly owned subsidiary of the company Save and except what is mentioned above, the promoter / promoter group / group companies are not interested in the transaction
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes, the Borrower is a wholly owned subsidiary of the Company and therefore the transaction would fall within the related party transaction. The said transaction is at arms' length
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable
9.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party	Lender: Ironwood Education Limited Borrower: Trio Infrastructure Private Limited Nature of Loan: Unsecured Loan Amount of Loan granted: Upto Rs. 2 crores

KHIL House, 1st Floor, 70-C Nehru Road, Adjacent to Domestic Airport,

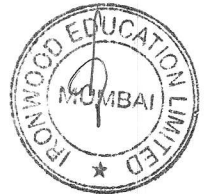
Vile Parle (East), Mumbai 400099, India Tel: 022 26631834

CIN: L65910MH1983PLC030838. Email: cs@ironwoodworld.com Website: www.ironwoodworld.com



Ironwood Education Limited

	become material on a cumulative basis	<p>Date of execution of Loan Agreement: May 22, 2025</p> <p>Total amount of outstanding: Nil</p> <p>Details of Securities Provided to the lenders: NA</p>
10.	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
11.	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability qualified earlier	Not Applicable



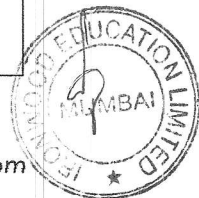
Annexure II

Details as required under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024

Sr.	Particulars	Details
1.	Name(s) of parties with whom the Loan agreement is entered	The Loan agreement ("the Agreement") has been entered between Ironwood Education Limited ("the Company /Lender") and EMDI (Overseas) FZ LLC, a Wholly owned Subsidiary of the Company ("the Borrower")
2.	Purpose of entering into the agreement	The Borrower shall utilize the loan amount for the purpose of working capital and general corporate purposes
3.	Size of agreement	Upto Rs. 2.00 crores
4.	Shareholding, if any, in the entity with whom the agreement is executed	The Company holds 100% stake in the Borrower
5.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	The loan shall be given for a period of 3 years from the date of disbursement but may be extended as mutually decided. Interest @7.5%
6.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The Borrower is a wholly owned subsidiary of the company Save and except what is mentioned above, the promoter / promoter group / group companies are not interested in the transaction
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes, the Borrower is a wholly owned subsidiary of the Company and therefore the transaction would fall within the related party transaction. The said transaction is at arms' length
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable
9.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case	Lender: Ironwood Education Limited Borrower: EMDI (Overseas) FZ LLC Nature of Loan: Unsecured Loan Amount of Loan granted : Upto Rs. 2 crores

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Ironwood

Education Limited

	outstanding loans lent to a party or borrowed from a party become material on a cumulative basis	Date of execution of Loan Agreement: May 22, 2025 Total amount of outstanding: Rs. 3.72 crores Details of Securities Provided to the lenders: NA
10.	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
11.	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability qualified earlier	Not Applicable



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