

GLOBAL EDUCATION LIMITED

CORPORATE IDENTIFICATION NUMBER(CIN) - L80301MH2011PLC219291

Registered Office : Office No. 205 ,02nd Floor Jaisingh Business Center Premises CHSL,Sahar Road, Parsiwada,
Andheri(E), Mumbai - 400099 , Maharashtra - India

Tel No. +91 22 49242584, e-mail id : investorinfo@globaledu.net.in, Website : www.globaledu.net.in

Dated: Saturday, the 14th day of June, 2025

To,

The Manager, Listing Department,
National Stock Exchange of India Limited
Exchange Plaza, C-1, Block –G,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051, Maharashtra, India

Reference: Symbol: GLOBAL

ISIN No: INE291W01037

Subject: Sub: Statement under Part D of Schedule I of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021

Dear Sir/ Madam,

With reference to the captioned subject mentioned please find enclosed herewith the following documents as per checklist provided by the exchange We hereby submit the following statement in accordance with Part D of Schedule I of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, with specific reference to the respective clauses of the Employee Stock Option Plan (ESOP) Scheme of the Company:

| <u>Sr.No</u> | <u>Particulars</u> | <u>Remarks</u> | Specific reference to the respective clauses of the Employee Stock Option Plan (ESOP) Scheme of the Company: |
|---------------------|--|--|---|
| <u>1</u> | Authorized Share Capital of the Company: | Rs. 12,00,00,000 divided into 5,97,50,000 Equity Shares of face value of Rs. 2/- (Rupees Two) each 5,00,000 Preference Shares of Rs.1/- (Rupees One) each | NA |

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| <u>2.</u> | Issued Share Capital of the Company as on date of Institution of the scheme/ amendment of the scheme. : | Rs.10,18,03,000 comprising of 5,09,01,500 Equity Shares of face value of Rs. 2/- (Rupees Two) each | NA |
| <u>3.</u> | Date of institution of the scheme | May 29, 2025 | Please refer to Sub Clause 3 under Clause 1 titled 'Name, Objective, and Term of the Plan'. |
| <u>4.</u> | Validity period of the scheme. | <u>Please refer the clause</u> | Please refer to Sub Clause 3 under Clause 1 titled 'Name, Objective, and Term of the Plan'. |
| <u>5.</u> | Date of notice of AGM/EGM for approving the scheme/for amending the scheme/for approving grants under regulation 6(3) of these regulations. | April 16,2025 | NA |
| <u>6.</u> | Date of AGM/EGM approving the scheme/amending the scheme/approving grants under regulation 6(3) of these regulations. : | May 29, 2025 | Please refer to Sub Clause 1 under Clause 3 titled 'Authority and Ceiling' |
| <u>7.</u> | Kinds of benefit granted under the scheme. | Award of Employee stock options in relation to the Shares of the Company. | Please refer to Sub Clause 2 under Clause 1 titled 'Name, Objective, and Term of the Plan'. |
| <u>8.</u> | Identity of classes of persons eligible under the scheme: | | |
| | a. employees | <u>Yes</u> | i. Please refer to Sub Clause 2. 1. x under Clause 2 titled 'Definitions and |
| | b. employees outside India | No | |
| | c. employees of subsidiary | No | |

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| | d. employees of holding company | No | Interpretation |
| | e. directors, whether whole time directors or not, other than those excluded from the definition of “employee” under these regulations | Yes | |
| <u>9.</u> | Total number of shares reserved under the scheme, as applicable. : | 5,09,015 (Five Lakh Nine Thousand Fifteen Only) | Please refer to Sub Clause 1 under Clause 3 titled ‘Authority and Ceiling’ |
| <u>10.</u> | Number of shares entitled under the grant. | 5,09,015 (Five Lakh Nine Thousand Fifteen Only) | Please refer to Sub Clause 1 under Clause 3 titled ‘Authority and Ceiling’ |
| <u>11.</u> | Total number of grants to be made. : | 5,09,015 (Five Lakh Nine Thousand Fifteen Only) | Please refer to Sub Clause 1 under Clause 3 titled ‘Authority and Ceiling’ |
| <u>12.</u> | Maximum number of shares, options, SARs or benefits to be granted per employee per grant and in aggregate. : | Prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of Options to any identified Employee, in any one financial year, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option. | Please refer to Sub Clause 3 under Clause 3 titled ‘Authority and Ceiling’ |
| <u>13.</u> | Exercise price or pricing formula. : | The Exercise Price per Option shall be such as determined by the Committee which shall not be lesser than the face value of a Share at the time of Grant, in accordance with the Applicable Laws. The specific Exercise Price shall be intimated to the Option Grantee in the Grant Letter | Please refer to Sub Clause 1.(a) under Clause 8 titled ‘Exercise’ |

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| | | issued at the time of Grant. Further the Exercise Price can be different for different sets of Employees for Options granted on same / different dates. | |
| <u>14</u> | Whether any amount is payable at the time of grant? If so, quantum of such amount. : | The Option Grantee shall not be required to pay Exercise Price at the time of Grant and Vesting. | Please refer to Sub Clause 1.(c) under Clause 6 titled 'Grant and Acceptance of Grant' |
| <u>15</u> | Lock-in period under the scheme. : | The Shares arising out of Exercise of Vested Options shall not be subject to any lock-in period from the date of allotment of such Shares under the Plan. | Please refer Clause 9 titled ' Lock-in' |
| <u>16.</u> | Vesting period under the scheme. : | The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place shall be specified in the letter issued to the Option Grantee at the time of Grant. Option granted under the Plan shall vest not earlier than minimum period of 1 (One) year and not later than maximum period of 5 (Five) years from the date of Grant | Please refer to Sub Clause 1 under Clause 7 titled 'Vesting Schedule and Vesting Conditions' |
| <u>17</u> | Maximum period within which the grant shall be vested. | Option granted under the Plan shall vest not earlier than minimum period of 1 (One) year and not later than maximum period of 5 (Five) years from the date of Grant | Please refer to Sub Clause 1 under Clause 7 titled 'Vesting Schedule and Vesting Conditions' |
| <u>18.</u> | Exercise period under the scheme. : | <u>Please refer Schedule A attached below</u> | Please refer to Sub Clause 2 (Exercise Period) under Clause 8 titled 'Exercise' |
| <u>19.</u> | Whether employee can exercise all the options or SARs vested at one time? Yes/No | Yes (the vested options can be exercised by the option grantee in one or more | Please refer to Sub Clause 2 (Exercise Period) under Clause 8 titled 'Exercise' |

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| | | trances as may be prescribed by the committee and such exercise must only be in accordance with the Plan and the terms of the Letter of Grant.) | |
| <u>20.</u> | Whether employee can exercise vested options or SARs at various points of time within the exercise period? Yes/No | Yes (the vested options can be exercised by the option grantee in one or more trances as may be prescribed by the committee and such exercise must only be in accordance with the Plan and the terms of the Letter of Grant.) | Please refer to Sub Clause 2 (Exercise Period) under Clause 8 titled 'Exercise' |
| <u>21</u> | Whether scheme provides for the procedure for making a fair and reasonable adjustment to the number of options or SARs and to the exercise price in case of rights issues, bonus issues and other corporate actions? Clause in scheme describing such adjustment. | <p>The procedure for making a fair and reasonable adjustment to the number of Option and to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the Committee:</p> <p>(i) the number and the price of Option shall be adjusted in a manner such that total value of the Option remains the same after the corporate action; and</p> <p>(ii) the Vesting Period and the life of the Option shall be left unaltered as far as possible to protect the rights of the Option Grantees.</p> | Please refer to Sub Clause 2.f under Clause 4 titled 'Administration' |
| <u>22.</u> | Description of the appraisal process for determining the eligibility of employees under the scheme | Employees to whom the Option would be granted, and their eligibility criteria shall be determined by the | Please refer to Sub Clause 1 under Clause 5 titled 'Eligibility and Applicability' |

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| | | Committee. | |
| <u>23.</u> | The specified time period within which vested options or SARs are to be exercised in the event of termination or resignation of an employee | All the Vested Options as on date of resignation or termination (Other than due to Misconduct or due to breach of Company Policies/ Terms of Employment) shall be exercisable by the Grantee on or before last working day as an employee. | Please refer to Sub Clause 2. b.1 under Clause 8 titled 'Exercise' |
| <u>24.</u> | The specified time period within which options or SARs to be exercised in the event of death of the employee. | <p>All Vested Options may be exercised by the Option Grantee's legal heir or personal representatives immediately i.e. on the date of Death of the Option Grantee.</p> <p>All the Unvested Options as on the date of death shall be deemed to have been Vested and may be exercised by the Option Grantee's nominee or legal heir immediately i.e. on the date of Death of the Option Grantee.</p> | Please refer to Sub Clause 2. b. 4 under Clause 8 titled 'Exercise' |
| <u>25.</u> | Whether the scheme provides for conditions under which options, SARs , or benefits vested in employees may lapse in case of termination of employment for misconduct? Clause in Scheme describing such adjustment. | All the Vested Options at the time of such termination shall stand cancelled with effect from the date of such termination. | Please refer to Sub Clause 2. b. 2 under Clause 8 titled 'Exercise' |
| <u>26</u> | Whether scheme provides for conditions for the grant, vesting and | The procedure and terms for the Grant, Vesting and Exercise of Option in case of Eligible Employees who are | Please refer to Sub Clause 2. g under Clause 4 titled 'Administration' |

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| | exercise of options, SARs or benefits in case of employees who are on long leave? Clause in scheme describing such adjustment. | on long leave; The period of leave shall not be considered in determining the Vesting Period in the event the Option Grantee is on a sabbatical. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Committee. | Please refer to Sub Clause 4 under Clause 7 titled 'Vesting Schedule and Vesting Conditions' |
| <u>27</u> | Whether amount paid/payable by the employee at the time of the grant, vesting or exercise of the options, SARs or benefits will be forfeited if the employee does not exercise the same within the exercise period? Clause in scheme describing such adjustment. | The Options not exercised within the respective Exercise Periods prescribed in sub-clauses of Clause 8 shall lapse and be deemed to be cancelled/forfeited on expiry of such Exercise Period. The Option Grantee shall have no right or recourse over such lapsed/ cancelled/ forfeited Options. | Please refer to Sub Clause 4 (Lapse of Options) under Clause 8 titled 'Exercise' |
| <u>28</u> | Details of approval of shareholders pursuant to regulation 6(3) of these regulations with respect to: | = | - |
| <u>a.</u> | Grant to employees of subsidiary or holding or associate company | <u>NA</u> | NA |
| <u>b.</u> | Grant to identified employees, during any one year, equal to or exceeding 1% of the | Prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the | Please refer to Sub Clause 3 (under Clause 3 titled ' <u>Authority and ceiling</u> ') |

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| | issued capital (excluding outstanding warrants and conversions) of the company at the time of grant Details of the variation made to the scheme along with the rationale therefor and the details of the employees who are beneficiary of such variation: | Grant of Options to any identified Employee, in any one financial year, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option. | |
| <u>29</u> | Details of the variation made to the scheme along with the rationale therefor and the details of the employees who are beneficiary of such variation: | NA | NA |

You are kindly requested to place the aforesaid information on records. Meantime, kindly acknowledge the receipt.

Sincerely,

For GLOBAL EDUCATION LIMITED

PREETI PACHERIWALA
COMPANY SECRETARY
ICSI MEM. NO: F7502;

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SCHEDULE A

EXERCISE PERIOD

(a) Exercise while in employment:

An Option Vested with an Option Grantee must be Exercised within a period of maximum 3 years commencing from the relevant date of vesting of options or such other short period as may be prescribed by the committee from time to time . During the exercise period relating to each vesting, the vested options can be exercised by the option grantee in one or more tranches as may be prescribed by the committee and such exercise must only be in accordance with the Plan and the terms of the Letter of Grant.

(b) Exercise in case of separation from employment:

Subject to maximum Exercise Period stated above, the Options can be exercised as under:

| S. No. | Events of separation | Vested Options | Unvested Options |
|--------|---|--|---|
| 1 | Resignation/ Termination (Other than due to Misconduct or due to breach of Company Policies/ Terms of Employment) | All the Vested Options as on date of resignation or termination shall be exercisable by the Grantee on or before last working day as an employee. | All the Unvested Options as on date of submission of resignation/termination shall stand cancelled with effect from date such resignation/termination. |
| 2 | Termination due to Misconduct or due to breach of Company Policies/ Terms of Employment | All the Vested Options at the time of such termination shall stand cancelled with effect from the date of such termination. | All the Unvested Options at the time of such termination shall stand cancelled with effect from the date of such termination. |
| 3 | Retirement | All the Vested Options as on the date of Retirement can be exercisable by the Option Grantee within a period of 6 (Six) months from the date of Retirement. | All Unvested Options as on the date of Retirement would continue to vest in accordance with the original Vesting Schedule even after Retirement. |

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| | | | All such aforesaid Vested Options can be Exercised within a period of 6 (Six) months from the date of such Vesting. |
| 4 | Death | All Vested Options may be exercised by the Option Grantee's legal heir or personal representatives immediately i.e. on the date of Death of the Option Grantee. | All the Unvested Options as on the date of death shall be deemed to have been Vested and may be exercised by the Option Grantee's nominee or legal heir immediately i.e. on the date of Death of the Option Grantee. |
| 5 | Permanent Incapacity | All Vested Options may be exercised by the Option Grantee, immediately i.e. on the date of such Permanent Incapacity. | All the Unvested Options as on date of incurring of such incapacity shall vest immediately i.e. on the date of such Permanent Incapacity. |
| 6 | Termination due to reasons apart from those mentioned above | The Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final. | All Unvested Options on the date of such termination shall stand cancelled unless otherwise required by Applicable Law. |
| 7. | Transfer / deputation to the Group Company including Subsidiary and Associate Company | Exercise Period to remain the same as per the terms of the Grant. In case of subsequent separation, treatment of Vested Options shall be as per applicable circumstance mentioned in this table. | Vesting schedule and Exercise Period to remain same as per the terms of the Grant. In case of subsequent separation, treatment of Unvested Options shall be as per applicable circumstance mentioned in this table. |