

SEC/81/2021-22

October 13, 2021

Listing Department BSE Limited 25 th Floor, Phiroze Jeejeebhoy Towers Dalal Street, Fort Mumbai - 400 001 Tel No. 022- 22723121 Fax No. 022- 22721919 SCRIP CODE: 523704	Listing Department The National Stock Exchange of India Limited Exchange Plaza, C-1, Block G, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 Tel No.: 022- 26598100 Fax No. 022- 26598120 SYMBOL: MASTEK
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Dear Sir / Madam,

Sub: Clarification on Amendments to Articles of Association of the Company, in brief.

As intimated to the Stock Exchange by our announcement no. SEC/68/2021-22 dated September 15, 2021, the Company implemented a Scheme of Arrangement *inter alia* with Evolutionary Systems Private Limited and the New Shareholders and the Identified New Shareholders, pursuant to which Evolutionary Systems Private Limited shall demerge its business into Trans American Information Systems Private Limited. In accordance with the Scheme of Arrangement, the Company issued and allotted 42,35,294 equity shares to the Shareholders of Evolutionary Systems Private Limited. As an integral part of the Scheme of Arrangement, the New Shareholders are entitled to certain rights, privileges and obligations. With reference to the above mentioned subject and our announcement no. SEC/76/2021-22 dated September 28, 2021, we would like to clarify that the Company has informed that it will seek the Shareholders' approval for adoption of the amended and restated Articles of Association in substitution of the existing Articles of Association of the Company by way of a special resolution through Postal Ballot in due course of time. The proposed amendments to the Articles of Association are: (i) to bring in consistency of some of the articles with the provisions of the Companies Act, 2013; and (ii) to incorporate the rights, privileges conferred upon and obligations imposed on the Company's New Shareholders.

The amended Articles of Association of the Company will be submitted to the Stock Exchanges, after approval by the Shareholders and ROC.

Further, the brief details of proposed changes to the Articles of Association as required under Regulation 30 read with Part A of the Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 are annexed herewith marked as **Annexure - I**.

We request you to kindly take the same on your record.

Thanking you,
Yours faithfully,

For Mastek Limited



Dinesh Kalani
Company Secretary



Encl: AA

Annexure I

PARTICULARS	EXISTING ARTICLE	NEW ARTICLE
Renewal of Share Certificates	When a new share certificate has been issued in pursuance of clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is “duplicate issued in lieu of share certificate no. [•]. The word “Duplicate” shall be stamped or punched in bold letters across the face of the shares certificate.	When a new share certificate has been issued in pursuance of clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that “Duplicate” shall be stamped or punched in bold letters across the face of the share certificate.

Further, the following Articles have been added pursuant to the provisions under the Shareholders’ Agreement:

PARTICULARS	NEW ARTICLE IN BRIEF
New Shareholders Rights on Preferential Shares	Shares issued on a preferential basis, must be offered by the Company to the New Shareholders or their Affiliates at the same terms and price per security as offered to New Investor, to ensure that the shareholding of the New Shareholders after the Fresh Offering remains the same. A notice containing details shall be sent by the Company to the New Shareholders 3 days prior to the approval of the proposed issuance. The number of securities shall be confirmed by the latter within 30 days of such delivery along with their intentions and payment for consideration.
General Restriction on Transfer of Shares	Company and other Shareholders shall be entitled to take or institute all such appropriate and necessary proceedings for the specific performance of Shareholders’ Agreement, including seeking injunctive relief.
Restrictions on Transfer	During the Lock-in-period, the New Shareholders shall not without the prior consent of the promoters, transfer any equity shares held by them in the Company. From the expiry of the New Shareholders Lock-in Period up to a period of 6 (six) years, the New Shareholders shall not transfer any equity shares held by them in the Company, except to a permitted transferee. Provided that prior to such transfer, a right of first offer shall be made to the promoters.
Promoters right of First Offer	If any Identified New Shareholder intends to transfer his equity shares or a portion thereof to a third-party purchaser, the promoter shall have the right of first offer with respect to such equity shares by a written notice stating the number of shares proposed to be transferred.
New Shareholders permitted Transfers	The following transfer restrictions shall not apply to Transfer of Equity Shares by the New Shareholders and the Identified New Shareholders; a) <i>inter se</i> transfer of equity shares by the Identified New Shareholder to the New Shareholder or vice versa b) <i>inter se</i> transfer of equity shares by and among the New Shareholders and their affiliates c) during the lock-in period of the New Shareholder, any transfer by the New Shareholders of such number of equity shares which, collectively, are less than or equal to 1% (one percent) of the share capital during any given period of 6 (six) months, commencing from the Effective Date September 15, 2021 d) from the date of expiry of the New Shareholder’s lock in period and up to 10 years from effective date September 15, 2021.
Tag-Along Right	In the event, any one or more promoters proposes to transfer to a third party such number of shares held by them, which constitute 25% of the Share Capital, then the New Shareholder and the Identified New Shareholder shall have a right that the Tag-Along Transferee acquires all or proportionate equity shares held by the New Shareholders, Identified New Shareholders or their affiliates.
Fall away restrictions	Restrictions and obligations of the New Shareholders and their affiliates, shall cease to be applicable in the following situations; a) upon the Promoters committing a breach of their obligations under New Shareholders’ Tag-Along Right. b) upon occurrence of a Change-in-Control c) upon a breach of the Anti-dilution Protection d) upon occurrence of an Insolvency Event of the Promoter Group and/or the Company e) upon the expiry of 10 (ten) years from the Effective Date September 15, 2021

PARTICULARS	NEW ARTICLE IN BRIEF
	f) upon the Promoters and/or their Affiliates no longer holding any Equity Shares in the Company.
Fall away of rights	It is agreed that; a) All rights of the New Shareholders shall fall away in case of breach of any of the transfer of shares provisions, unless cured within 30 days from the date of intimation of the breach; b) If the aggregate shareholding of the New Shareholders, Identified New Shareholders and their affiliates falls below 10%, the New Shareholders shall not be entitled to nominate any Director onto the Board; and c) All the rights of the New Shareholders shall fall away upon expiry of 10 years from the effective date September 15, 2021
Restrictions of New Shareholders and Identified New Shareholders	The New Shareholders and the Identified New Shareholders agree that, during the New Shareholders' Lock-in Period, the New Shareholders and the Identified New Shareholders shall not directly or indirectly procure their Affiliates without the prior written consent of the Promoters, acquire any equity shares from any person other than the promoter, New Shareholders, Identified New Shareholders and/or their Affiliates or further finance, procure or facilitate the acquisition of any Equity Shares by any Person.
New Shareholders' Representative	The New Shareholders, for so long as each owns Equity Shares in the Company, shall be treated as a single Party and their rights, obligations and undertakings hereunder shall be joint and several, and a breach by any one Person in the New Shareholders Group of their rights, obligations or undertakings hereunder shall be deemed as a collective breach by the other members of the New Shareholders Group of their respective rights, obligations or undertakings hereunder.
Promoters' representative	The Promoter shall be treated as a single party and their rights, obligations and undertakings shall be joint and several, and a breach by any one Person in the Promoters Group shall be deemed as a collective breach by the other members of the Promoters Group.
Power to appoint New Shareholders Director	The New Shareholders shall have the right (not an obligation) to collectively nominate 1 (one) non-executive Director ("New Shareholders Director") on the Board, provided that such Person shall not be a director on the Board of a Competitor.
Service of documents or notices on Member by Company	As per Section 20 of the Act, upon receipt of request from shareholder for delivery of any document through a particular mode, a fee of Rs.100 (Rupees Hundred Only) per each such document over and above reimbursement of actual expenses incurred by the Company, shall be levied for sending the document to shareholders in the desired particular mode.
Shareholders' Agreement Termination Clause	The Shareholders' Agreement shall terminate immediately upon; a) On the date on which the New Shareholders and Identified New Shareholders and their Affiliates cease to hold Equity Shares in the Company and b) On the date on which such Promoter and his Affiliates cease to hold Equity Shares, except when such rights survive the deed. c) by mutual written consent of all the Parties; Upon termination of the Shareholders' Agreement, all the new definitions and articles which are being added, shall automatically cease to be binding, effective or enforceable or operative.

Thanking you,
Yours faithfully,

For Mastek Limited


Dinesh Kalani
Company Secretary

