

November 24, 2025

BSE Limited

1st floor, Phiroze Jeejeebhoy Towers
Dalal Street, Mumbai 400 001
Maharashtra, India

National Stock Exchange of India Limited

Exchange Plaza, C-1, Block G,
Bandra Kurla Complex, Bandra (E),
Mumbai 400 051
Maharashtra, India

**The Compliance Officer,
Hexaware Technologies Limited**

8th floor, 13th Level, Q1,
Loma Co-Developers1 Private Limited,
Plot no. Gen-4/1, TTC Industrial Area,
Ghansoli, Navi Mumbai, Maharashtra, 400710

Sir/ Madam,

Sub: Disclosure under Regulation 31(1) and (2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

In compliance with Regulation 31(1) and (2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended, please find enclosed the requisite disclosure.

Yours sincerely,

For CA Magnum Holdings



Name: Nikesh Anand Muthoor
Designation: Director
Place: Mauritius

Format for disclosure by the Promoter(s) to the stock exchanges and to the Target Company for encumbrance of shares/ invocation of encumbrance/ release of encumbrance, in terms of Regulation 31(1) and 31(2) of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011	
Name of the Target Company (“TC”)	Hexaware Technologies Limited
Names of the stock exchanges where the shares of the target company are listed	BSE Limited and National Stock Exchange of India Limited
Date of reporting	22 November 2025
Name of the promoter or PAC on whose shares encumbrance has been created/ released/invoked	CA Magnum Holdings (“ Promoter ”) CA Silkie Investments, a promoter group member, in the capacity of the holding company of the Promoter (“ HoldCo ”)
Details of the creation/ invocation/release of encumbrance:	<p>(a) The Promoter and the HoldCo have entered into the facilities agreement originally dated 25 July 2025 entered into between, among others, the Arrangers¹, the Original Lenders named therein, The Hongkong and Shanghai Banking Corporation Limited as the agent (the “Agent”) and The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as the security agent (the “Offshore Security Agent”), as amended and restated by an amendment, restatement and syndication agreement dated 30 September 2025 between, among others, the Promoter, the HoldCo, the Existing Lenders and the New Lenders named therein and the Agent, to avail facilities aggregating up to US\$ 1,255,000,000 (United States Dollars One Billion, Two Hundred and Fifty-Five Million only) (the “Amended and Restated Facilities Agreement”).</p> <p>(b) Pursuant to the share charge agreement dated 18 November 2025 entered into between the Promoter, the HoldCo and the Offshore Security Agent, a Mauritian law fixed charge will be created² on 100% of the existing issued share capital and a Mauritian law floating charge will be created on 100% of the future issued share capital held by the HoldCo in the Promoter, in favor of the Offshore Security Agent (for the benefit of the Secured Parties (as defined in the Amended and Restated Facilities Agreement)) to secure the Secured Obligations (as defined in the Share Charge Agreement) (the “Share Charge Agreement”).</p> <p>(c) Under the Amended and Restated Facilities Agreement, the Promoter has agreed to certain covenants in</p>

¹ Australia and New Zealand Banking Group Limited, Singapore Branch, Barclays Bank PLC, Citigroup Global Markets Asia Limited, Crédit Agricole Corporate and Investment Bank, Singapore Branch (a joint stock limited liability corporation incorporated in France acting out of its Singapore branch (UEN S74FC2397J)), DB International (Asia) Limited, DBS Bank Ltd, First Abu Dhabi Bank PJSC, The Hongkong and Shanghai Banking Corporation Limited, ING Bank N.V., Singapore Branch, JPMorgan Chase Bank, N.A., acting through its Hong Kong Branch, Mizuho Bank, Ltd., Hong Kong Branch, MUFG Bank, Ltd., and Sumitomo Mitsui Banking Corporation Singapore Branch (incorporated in Japan with limited liability) Reg. No. (UEN) T03FC6366F.

² The charge created pursuant to the Share Charge Agreement will be perfected by its inscription in the registers of the Conservator of Mortgages in due course in accordance with the requirements of the laws of Mauritius.

	relation to the equity share capital of the Target Company held by the Promoter that are in the nature of encumbrance, and such provisions are effective from 17 November 2025.
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Name of the promoter (s) or PACs with him*	Promoter holding in the target company (1)		Promoter holding already encumbered (2)		Details of events pertaining to encumbrance (3)							Post event holding of encumbered shares {creation [(2) + (3)] / release [(2) - (3)] / invocation [(2) - (3)]}	
	Number	% of total share capital	Number	% of total share capital	Type of event (creation / release / invocation)	Date of creation / release / invocation	Type of encumbrance (pledge / lien / non-encumbrance **)	Reasons for encumbrance **	Number	% of share capital	Name of the entity in whose favor shares are encumbered ***	Number	% of total share capital
CA Magnum Holdings	45,39,88,884	74.55	Nil	Nil	Creation	17 November 2025	Please see footnote ³	Please see the	45,39,88,884	74.55	The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as the security agent (the “ Offshore Security Agent ”) (for the	45,39,88,884	74.55

³ Pursuant to the share charge agreement dated 18 November 2025 entered between the Promoter, the HoldCo and the Offshore Security Agent, a Mauritian law fixed charge will be created on 100% of the existing issued share capital and a Mauritian law floating charge will be created on 100% of the future issued share capital held by the HoldCo in the Promoter, in favor of the Offshore Security Agent (for the benefit of the Secured Parties (as defined in the Amended and Restated Facilities Agreement)) to secure the Secured Obligations (as defined in the Share Charge Agreement). Under the Amended and Restated Facilities Agreement, the Promoter has agreed to certain covenants in

								footnote ⁴			benefit of the Secured Parties (as defined in the Amended and Restated Facilities Agreement))		
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Signature of the Authorized Signatory:

Place: Mauritius

Date: November 24, 2025



(**) 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 not.

(*) Total share capital to be taken as per the latest filing done by the company in terms of Regulation 31 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. Diluted share / voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities / warrants into equity shares of the TC.

relation to the equity share capital of the Target Company held by the Promoter that are in the nature of encumbrance, and such provisions are effective from 17 November 2025.

⁴ The covenants agreed under the Amended and Restated Facilities Agreement are in the nature of encumbrance over the entire equity share capital of the Target Company held by the Promoter.

Format for disclosure of reasons for encumbrance

Name of listed company	Hexaware Technologies 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	CA Magnum Holdings (“ Promoter ”) CA Silkie Investments, a promoter group member, in the capacity of the holding company of the Promoter (“ HoldCo ”)
Total promoter shareholding in the listed company	The details of shareholding of the promoter in the TC are as follows: No. of shares - 45,39,88,884 % of total share capital - 74.55%
Encumbered shares as a % of promoter shareholding	Encumbrance on 100% of the Promoter’s shareholding in the Target Company.
Whether encumbered share is 50% or more of promoter shareholding	YES/ NO
Whether encumbered share is 20% or more of total share capital	YES/ NO

Details of all the existing events/ agreements pertaining to encumbrance

	Encumbrance 1 (Date of creation of encumbrance: 17 November 2025)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant transaction, condition or Arrangement in the nature of encumbrance)	Indirect share charge and covenants in the nature of encumbrance (Please see footnote 3)
No. and % of shares encumbered	No. of shares - 45,39,88,884 % of total share capital - 74.55%
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X) With respect to the encumbrance under the Share Charge Agreement, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as the Offshore Security Agent (for the benefit of the Secured Parties (as defined in the Amended and Restated Facilities Agreement)).

		With respect to the covenants in the nature of encumbrance under the Amended and Restated Facilities Agreement, The Hongkong and Shanghai Banking Corporation Limited as the Agent (for the benefit of the Finance Parties (as defined in the Amended and Restated Facilities Agreement)).
	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.	<p>YES/NO</p> <p>With respect to the encumbrance under the Share Charge Agreement, the shares have been encumbered in favour of The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as the Offshore Security Agent (for the benefit of the Secured Parties (as defined in the Amended and Restated Facilities Agreement) (offshore banks)).</p> <p>With respect to the covenants in the nature of encumbrance under the Amended and Restated Facilities Agreement, The Hongkong and Shanghai Banking Corporation Limited as the Agent (for the benefit of the Finance Parties (as defined in the Amended and Restated Facilities Agreement) (offshore banks)).</p>
	Names of all other entities in the agreement	<p>Listed company and its group companies (if any)- Nil</p> <p>Other entities (if any) –</p> <p>In relation to the Share Charge Agreement:</p> <ol style="list-style-type: none"> 1. CA Magnum Holdings 2. CA Silkie Investments; and 3. The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch. <p>In relation to the Amended and Restated Facilities Agreement:</p> <ol style="list-style-type: none"> 1. CA Magnum Holdings; 2. CA Silkie Investments;

		<ol style="list-style-type: none"> 3. The Hongkong and Shanghai Banking Corporation Limited; 4. The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch; 5. Australia and New Zealand Banking Group Limited, Singapore Branch; 6. Barclays Bank PLC; 7. Citibank, N.A., Hong Kong Branch (organised under the laws of the U.S.A with limited liability); 8. Citigroup Global Markets Asia Limited; 9. Crédit Agricole Corporate and Investment Bank, Singapore Branch (a joint stock limited liability corporation incorporated in France acting out of its Singapore branch (UEN S74FC2397J)); 10. DB International (Asia) Limited; 11. DBS Bank Ltd; 12. First Abu Dhabi Bank PJSC; 13. The Hongkong and Shanghai Banking Corporation Limited; 14. The Hongkong and Shanghai Banking Corporation Limited, Gift City Branch 15. ING Bank N.V., Singapore Branch.; 16. JPMorgan Chase Bank, N.A., acting through its Hong Kong Branch (a national banking association organised under the laws of United States of America with limited liability); 17. Mizuho Bank, Ltd., Hong Kong Branch; 18. MUFG Bank, Ltd., Singapore Branch; 19. Sumitomo Mitsui Banking Corporation Singapore Branch (incorporated in Japan with limited liability) Reg. No. (UEN) T03FC6366F.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper certificate of deposit etc.? If yes provide details about the instrument including credit rating	<p>YES/NO</p> <p>If yes,</p> <ol style="list-style-type: none"> 1. Name of the issuer: Not Applicable 2. Details of the debt instrument: Not Applicable

		3. Whether the debt instrument is listed in stock exchanges?: Not Applicable 4. Credit Rating of the debt instrument: Not Applicable 5. ISIN of the instrument: Not Applicable
Security Cover / Asset Cover	Value of shares on the date of event/ agreement (A)	INR 32,163 crores (INR 708 as per 17 November 2025)
	Amount involved (against which shares have been encumbered) (B)	US\$ 1,255,000,000 equivalent to INR 11,123 crores ⁵
	Ratio of A/ B	35%
End use of money	Borrowed amount to be utilized for what purpose- (a) Personal use by promoters and PACs (b) For the benefit of listed company Provide details including amount purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (a) Any other reason (please specify)	The facilities shall be used for the purpose of refinancing the existing financial indebtedness of the Borrower in full and making certain payments in accordance with the Amended and Restated Facilities Agreement.



Signature of Authorised Signatory:

Place: Mauritius

⁵ Since the loan has been availed in US\$, the same has been converted into INR for the purpose of convenience translation. The conversion has been done at the rate US\$ 1= INR 88.63, as on 17 November 2025