

Date: July 23, 2020

Listing Department

BSE Limited

Phiroze Jeejeebhoy Towers
Dalal Street, Fort
Mumbai-400 001.

Listing Department

National Stock Exchange of India Limited

Bandra Kurla Complex
Bandra East
Mumbai – 400 051.

BSE Script Code: 539289

NSE Symbol: MAJESCO

Dear Sir/ Madam,

Sub: Postal Ballot Notice

Further to our letter relating to outcome of meeting of the Board of directors of the Company dated July 20, 2020, we hereby enclose the postal ballot notice dated July 20, 2020 along with explanatory statement (“Postal Ballot Notice”).

The Postal Ballot Notice is being sent in electronic form only to all the members, whose names appear in the Register of members/ beneficial owners received from National Securities Depository Limited (“NSDL”) and Central Depository Services (India) Limited as on July 17, 2020, seeking their approval to special resolutions as set out in the Postal Ballot Notice.

The Company has engaged the services of NSDL for the purpose of providing e-voting facility to all its members. E-voting period will commence from Friday, July 24, 2020 (9:00 A.M. IST) and end on Saturday, August 22, 2020 (5:00 P.M. IST).

You are requested to take the above on your record.

Thanking you.

Yours faithfully,
For **Majesco Limited**

Varika Rastogi
Company Secretary

Encl: As above



MAJESCO LIMITED

Registered Office: MNDC, MBP-P-136, Mahape, Navi Mumbai – 400 710, Maharashtra, India

Corporate Identity Number (CIN): L72300MH2013PLC244874

Tel. No.: +91-22-61501800; **Fax No.:** +91-22-27781320;

Website: www.majesco.com; **E-mail:** investors.grievances@majesco.com

POSTAL BALLOT NOTICE

NOTICE PURSUANT TO SECTIONS 108 AND 110 OF THE COMPANIES ACT, 2013, READ WITH RULES 20 AND 22 OF THE COMPANIES (MANAGEMENT AND ADMINISTRATION) RULES, 2014 READ WITH SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENT) REGULATIONS, 2015, AS AMENDED.

Dear Member(s),

Notice is hereby given pursuant to Section 110 and other applicable provisions, if any, of the Companies Act, 2013 (“**CA 2013**”) read with Rules 20, 22 of the Companies (Management and Administration) Rules, 2014 read with the General Circular No. 14/ 2020 dated April 8, 2020, General Circular No. 17/ 2020 dated April 13, 2020 and General Circular No. 22/2020 dated June 15, 2020, in relation to “*Clarification on passing of ordinary and special resolutions by companies under the Companies Act, 2013 and the rules made thereunder on account of the threat posed by COVID - 19*” issued by the Ministry of Corporate Affairs, Government of India (the “**MCA Circulars**”) and all other applicable rules framed under CA2013, and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”), including any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force and as may be enacted hereinafter, to the members of Majesco Limited (“the **Company**”), to consider and if thought fit to pass the resolution set out herein below through postal ballot, only through remote e-voting.

The proposed resolutions along with the explanatory statement pursuant to Section 102 of the CA 2013 and other applicable legal provisions, pertaining to the said resolutions setting out the material facts and the reasons thereof, is also appended. The proposed resolutions and explanatory statement are being sent to you for your consideration.

As permitted under the MCA Circulars, the Company is sending the Notice in electronic form only. Hence, hard copy of Postal Ballot Notice along with Postal Ballot Form and pre-paid business reply envelope will not be sent to the members for this Postal Ballot and members are required to communicate their assent or dissent through the remote e-voting facility. In compliance with Regulation 44 of the Listing Regulations and pursuant to the provisions of Sections 108 and 110 of the CA 2013 read with the rules framed thereunder and the MCA Circulars, the Company has extended only the remote e-voting facility for its members, to enable them to cast their votes electronically instead of submitting the postal ballot form. The instructions for remote e-voting are appended to the Notice. The members can vote on resolutions through remote e-voting facility only. Assent or dissent of the members on the resolution mentioned in the Notice would only be taken through the remote e-voting system as per the MCA Circulars.

SPECIAL BUSINESS

Item No. 1:

Re-appointment of Mr. Farid Kazani as Managing Director & Group CFO of the Company

To consider and if thought fit, to pass the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Sections 196, 197, 198, 203 read with Schedule V and other applicable provisions, if any, of the Companies Act, 2013, the rules made thereunder and applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 [including any statutory modification(s) or re-enactment(s) thereof, for the time being in force] and based on the recommendation of the Nomination and Remuneration Committee and the Board of Directors of the Company in this regard, approval of the Members be and is hereby accorded for re-appointment of Mr. Farid Kazani (DIN: 06914620) as Managing Director & Group CFO of the Company (Key Managerial Personnel), with substantial powers of management of affairs of the Company to be exercised by him, for a period of 3 (three) years with effect from July 4, 2020, till July 3, 2023, on the terms and conditions including remuneration as set out herein below, with liberty to the Board (which term shall include any committee constituted or to be constituted by the Board) to alter and vary the terms and conditions of said re-appointment in such manner as may be agreed to between the Board of Directors and Mr. Farid Kazani and as may be permissible under the applicable laws:

Sr. No.	Particulars	Description
1.	Basic Salary	INR 6,00,000/- per month with authority to the Board to revise the basic salary from time to time.
2.	House Rent Allowance	50% of basic salary
3.	Special Allowance	INR 5,00,000/- per month
4.	Ad-hoc Allowance	INR 5,65,000/- per month
5.	Other Allowances	<ul style="list-style-type: none">• Leave Travel Allowance: INR 60,000/- per year• Lunch Coupon: INR 2,200/- per month• Children Education Allowance: INR 200/- per month
6.	Provident Fund Contribution	Contribution towards provident fund as per rules of the Company not exceeding 12% of basic salary.
7.	Performance Incentive	Annual Incentive as per the Company policy. The entitlement is 30% of the gross salary or such amount as may be decided based on performance evaluation by the Board and nomination and remuneration committee.
8.	Gratuity, Medical Benefits and Car perquisite	As per rules of the Company.
9.	Club Fees	Reimbursement of club fees for one club.
10.	Employment Stock Options (“ESOP”)	As may be decided by the nomination and remuneration committee or the Board.

11.	Termination	<ul style="list-style-type: none"> • Either party can terminate the agreement by giving 3 (three) months' notice to the other party. • If agreement is terminated by the Company, Mr. Farid Kazani shall be entitled to compensation equivalent to 6 (six) months of gross salary. In the event of termination by Mr. Farid Kazani, he shall pay to the Company an amount equivalent to 3 (three) months' basic salary in lieu of notice. • In the event of change in management or restructuring of the Company or any other event which will result in exit of Mr. Farid Kazani, irrespective of such exit having been effectuated by the Company through termination or by Mr. Farid Kazani through resignation, Mr. Farid Kazani shall be entitled to compensation, which will be equivalent to 12 (twelve) months of gross annual salary which would be payable to Mr. Farid Kazani as of the date of such exit in the form of termination or resignation, subject to compliance with the applicable provisions under the CA 2013 and the rules and regulations issued thereunder. • All unvested options under ESOP Plan of the Company shall get vested immediately upon such exit subject to compliance with the applicable laws.
12.	Commendation Payment	<p>In the event of divestment of the Company's entire stake/ investment in Majesco, the material subsidiary (whose common stock are listed on NASDAQ Global Stock Exchange) by the Company to a third party, Mr Farid Kazani shall be entitled to a commendation payment which shall be equal to 0.6% of the gross value realized by the Company in India pursuant to such divestment for playing a pivotal role in effectuating the divestment in his capacity as a key member of the Company's management leadership team. Such commendation payment shall be payable after the Company receives the consideration upon successful completion of the sale of the Majesco.</p>

RESOLVED FURTHER THAT pursuant to all the applicable provisions of the Companies Act, 2013, the remuneration as set out above, be paid as minimum remuneration to Mr. Farid Kazani, in the event of absence or inadequacy of profits in any financial year during the tenure of his appointment.

RESOLVED FURTHER THAT for the purpose of giving effect to the foregoing resolutions, any director of the Company and Company Secretary of the Company, be and are hereby severally authorised to do all such acts, deeds and things, as it may in its absolute discretion deem necessary, proper or desirable, and to settle any question, difficulty or doubt that may arise in respect of aforesaid without being required to seek any further consent or approval of the members of Company and that the members shall be deemed to have given their approval thereto expressly by the authority of this resolution”

Item No. 2:

Re-appointment of Mr. Venkatesh N. Chakravarty as an Independent Director of the Company

To consider and if thought fit, to pass the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Sections 149, 152, 160 read with Schedule IV and all other applicable provisions of the Companies Act, 2013, rules made thereunder and applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 [including any statutory modification(s) or re-enactment(s) thereof, for the time being in force], based on recommendations of Nomination and Remuneration Committee and the Board of Directors of the Company in this regard, Mr. Venkatesh N. Chakravarty (DIN: 01102892) (IICA Registration no.: IDDB-DI-202002-016241) who being eligible for re-appointment as an Independent Director of the Company and in respect of whom the Company has received a notice in writing from a member signifying his intention to propose him as a candidate for the office of Independent Director, be and is hereby re-appointed as an Independent Director of the Company, not liable to retire by rotation, to hold office for a second term of 5 (five) consecutive years from April 30, 2020 to April 29, 2025.”

RESOLVED FURTHER THAT any Director, Managing Director & Group CFO of the Company, Chief Financial Officer of the Company and the Company Secretary of the Company, be and are hereby severally authorised to do all such acts, deeds, matters and things and execute such documentation as may be necessary to give effect to this resolution.”

Item No. 3:

Re-appointment of Mrs. Madhu Dubhashi as an Independent Director of the Company

To consider and if thought fit, to pass the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Sections 149, 152, 160 read with Schedule IV and all other applicable provisions of the Companies Act, 2013, rules made thereunder and applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 [including any statutory modification(s) or re-enactment(s) thereof, for the time being in force], based on recommendations of Nomination and Remuneration Committee and the Board of Directors of the Company in this regard, Mrs. Madhu Dubhashi (DIN: 00036846) (IICA Registration no.: IDDB-DI-202002-011638) who being eligible for re-appointment as an Independent Director of the Company and in respect of whom the Company has received a notice in writing from a member signifying his intention to propose her as a candidate for the office of Independent Director, be and is hereby re-appointed as an Independent Woman Director of the Company, not liable to retire by rotation, to hold office for a second term of 5 (five) consecutive years from April 30, 2020 to April 29, 2025.”

RESOLVED FURTHER THAT any Director, Managing Director & Group CFO of the Company, Chief Financial Officer of the Company and the Company Secretary of the Company, be and are hereby severally authorised to do all such acts, deeds, matters and things and execute such documentation as may be necessary to give effect to this resolution.”

Item No. 4:

To approve divestment of the Company's entire stake/ investment in Majesco, a material subsidiary of the Company.

To consider and if thought fit, to pass the following resolution as a **Special Resolution**:

"RESOLVED THAT subject to receipt of approvals, permissions and sanctions, as may be required from any regulatory/ statutory/ government authority(ies) and necessary for the Company and subject to such conditions and modifications as may be prescribed or imposed by any authority or third party, while granting such approvals, consents, permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the **"Board"** which term shall be deemed to include any committee which the Board may have constituted and/ or may hereinafter constitute to exercise one or more of its power including the powers conferred hereunder), and in accordance with the applicable provisions of the Companies Act, 2013 (**"CA 2013"**), Regulation 24(5) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**"Listing Regulations"**), including any statutory modification(s) or re-enactment thereof for the time being in force and as may be enacted hereinafter, and all other applicable laws, rules, regulations and guidelines, if any, and in accordance with the articles of association and the memorandum of association of the Company, approval of the members of the Company be and is hereby accorded to the Board to sell, transfer, or otherwise dispose of the Company's entire stake/ investment in its material subsidiary namely Majesco, a California corporation(**"US Subsidiary"**), to Thoma Bravo LP and/ or any of its affiliates (such sale, transfer or disposal to be referred to as **"Company Divestment"**) pursuant to a merger between the US Subsidiary and Magic Merger Sub, Inc., a Delaware corporation (**"Merger Sub"**) and a wholly owned subsidiary of Magic Intermediate, LLC, a Delaware limited liability company (**"Parent"**) in accordance with applicable laws in the United States of America, and the agreement and plan of merger entered into between the US Subsidiary, Merger Sub and the Parent on July 20, 2020 (such Company Divestment pursuant to the merger, the **"Proposed Sale"**). The Merger Sub and the Parent are the affiliates of Thoma Bravo LP (**"Investor"**).

RESOLVED FURTHER THAT any of the Directors of the Company, Managing Director & Group CFO of the Company, Chief Financial Officer of the Company, Company Secretary of the Company, be and are hereby severally authorized to do all such acts, matters, deeds and things and give all such directions as it may in its absolute discretion deem necessary, expedient or desirable, in order to give effect to this resolution, including without limitation, negotiation and execution of necessary documents, filing all necessary applications and forms with regulatory authorities and to appoint consultants, valuers, legal advisors and all such agencies as may be required for the purposes of effecting the Proposed Sale as aforesaid, without being required to seek further consent or approval of the members and that the members shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT the Board be and is hereby authorized to delegate any or all of the aforesaid powers to any committee or employee or person by way of executing necessary power of attorney or authority letter.

RESOLVED FURTHER THAT all actions taken by the Board in connection with any matter(s) referred to or contemplated in any of the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER THAT any Director of the Company or the Company Secretary of the Company be and are hereby authorized to issue a certified true copy of the aforesaid resolution wherever necessary."

Item No. 5:

Amendment to Employee Stock Option Scheme of Majesco Limited Plan I (“ESOP Plan”)

To consider and if thought fit, to pass the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to Regulation 7 of the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 (**“SBEB Regulations”**), Section 62(1)(b) and other applicable provisions, if any, of the Companies Act, 2013 (**“CA 2013”**), along with all such applicable rules including any statutory modification(s) or re-enactment thereof for the time being in force and as may be enacted hereinafter, and all other applicable laws, rules, regulations and guidelines, if any, and subject to such approvals, permissions and sanctions, as may be required from any regulatory/ statutory/ government authority(ies) and necessary for the Company and subject to such conditions and modifications as may be prescribed or imposed by any authority or third party, while granting such approvals, consents, permissions, which may be agreed to by the Board, the approval of the members of the Company be and is hereby accorded to the Board to amend the Employee Stock Option Scheme of Majesco Limited Plan I (**“ESOP Plan”**) by:

1. amending sub-clause (f) to clause 10 of Part B as follows:

“In the event of bonus/rights or any other issue of securities, merger, amalgamation, demerger, business transfer, sale or disposal of any unit(s), division(s) or subsidiary, restructuring or other similar corporate actions, the Nomination and Remuneration Committee shall be authorised to provide for such adjustment, whether by way of grant of additional Options to existing Option Holders, accelerate the vesting period for existing Option Holders or otherwise, which, in its opinion and discretion, provides for a fair and reasonable adjustment to the Option Holders.”

2. including the following sub-clause (e) to clause 12 of Part B after the existing sub-clause (d) to Clause 12 of Part B i.e.:

“If an Option Holder ceases to be an Employee prior to the Exercise of the Options granted, as a part of merger, amalgamation, demerger, business transfer, sale or disposal of any unit(s), division(s) or subsidiary, restructuring or other similar corporate actions, all vested Options held by such Employee shall be exercised within a period of 60 days from the date of cessation.”

RESOLVED FURTHER THAT the other terms and conditions of ESOP Plan except as mentioned above shall remain unchanged.

RESOLVED FURTHER THAT any of the directors, the Managing Director & Group CFO of the Company, Chief Financial Officer of the Company and the Company Secretary of the Company, be and are hereby severally authorized to do all such acts, matters, deeds and things and give all such directions as it may in its absolute discretion deem necessary, expedient or desirable, in order to give effect to this resolution, including make any/ further amendments, variations, alterations or revisions in ESOP Plan from time to time as permitted under and in due compliance with provisions of the CA 2013 and SBEB Regulations and make necessary fillings and applications with the regulatory authorities and giving effect to the aforesaid amendment in ESOP Plan and to settle all queries or doubts that may arise in this matter and such other deeds and acts as may be required, without being required to seek any further consent or approval of members of the Company.

RESOLVED FURTHER THAT all actions taken by the Board in connection with any matter(s) referred to or contemplated in any of the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER THAT any Director of the Company or the Company Secretary of the Company be and are hereby authorized to issue a certified true copy of the aforesaid resolution wherever necessary.”

**By order of the Board of Directors
For Majesco Limited**

Place: Navi Mumbai

Date: July 20, 2020

**Varika Rastogi
Company Secretary
(Membership No.: F 7864)**

Registered office: MNDC, MBP-P-136, Mahape, Navi Mumbai – 400 710, Maharashtra, India

NOTES AND INSTRUCTIONS:

1. The explanatory statement pursuant to Section 102 of the CA 2013 read together with Rule 22 of the Companies (Management and Administration) Rules, 2014 and other applicable provisions, setting out material facts and reasons in relation to the proposed special businesses is annexed hereto.
2. The Notice is being sent to/ published/ displayed for all the members, whose names appear in the register of members/ list of beneficial owners as received from National Securities Depository Limited (“NSDL”)/ Central Depository Services (India) Limited (“CDSL”) on Friday, July 17, 2020, which will be considered for the purposes of remote e-voting. A person who is not a member as on the aforesaid date should treat this Notice for information purposes only.
3. On account of threat posed by COVID-19 pandemic situation and as permitted under the MCA Circulars, the Company is sending the Notice electronically to all the members whose e-mail addresses are registered with the Company or with the depositories/depository participants or with the Company’s Registrar and Share Transfer Agent i.e., KFin Technologies Private Limited (“KFin”), and express its inability to dispatch hard copy of the Notice to the members whose email address are not registered. To facilitate such members to receive this Notice electronically and cast their vote electronically, the Company has made special arrangement with KFin for registration of email addresses in terms of the MCA Circulars. The process for registration of email addresses is as under:
 - a) In light of the MCA Circulars, members who have not registered their email address and in consequence could not receive the notice may temporarily get their email address registered with the KFin, by clicking the link: https://ris.kfintech.com/email_registration/ and follow the registration process as guided thereafter. In case of any queries, members may write to: einward.ris@kfintech.com.
 - b) It is clarified that for permanent registration of email address, members are requested to register their email addresses, in respect of electronic holdings with their concerned depository participants and in respect of physical holdings with KFin, by following due procedure.
 - c) Those members who have already registered their email addresses are requested to keep their email addresses validated with their depository participants/ KFin to enable servicing of notices and documents electronically to their email address.
4. The Notice has also been placed on Company’s website: <https://ir.majesco.com/> and NSDL’s e-voting website: <https://www.evoting.nsdl.com/> and will also be available on the website of stock exchanges i.e., www.bseindia.com and www.nseindia.com.
5. The voting rights of the members shall be in proportion to their share in the paid-up equity share capital of the Company as on July 17, 2020.
6. The board of directors of the Company has appointed Mr. Abhishek Bhate, Company Secretary in Practice (ICSI Membership No. ACS 27747; Certificate of Practice No.: 10230) as the scrutinizer to conduct the process of the postal ballot in a fair and transparent manner (“Scrutinizer”).
7. A member cannot exercise his vote by proxy on postal ballot. All members are requested to cast their votes only through remote e-voting using the NSDL e-Voting system as per the procedure provided herein.

8. The last date specified by the Company for remote e-voting shall be the date on which the resolutions shall be deemed to have been passed, if approved by the requisite majority.

9. Voting through electronic means

Pursuant to the provisions of Sections 108, 110 and other applicable provisions, if any, of the CA 2013 read with Rules 20 and 22 of the Companies (Management and Administration) Rules, 2014, Regulation 44 of Listing Regulations, MCA Circulars and any other applicable provisions, if any, the Company has extended remote e-Voting facility to enable the members to cast their votes electronically through the remote e-voting services provided by NSDL.

The remote e-voting facility will be available during the following period:

Commencement of remote e-voting	From 9:00 A.M.(IST) on July 24, 2020
End of remote e-voting	Upto 5:00 P.M. (IST) on August 22, 2020

The remote e-voting module shall be disabled by NSDL for voting at 5:00 P.M. (IST) on August 22, 2020. Once the vote on the resolution is cast by a member, he or she will not be allowed to change it subsequently.

The procedure and instructions for remote e-voting are as follows:

The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:

Step 1: Log-in to NSDL e-Voting system at <https://www.evoting.nsdl.com/>

- i. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
- ii. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholders’ section.
- iii. A new screen will open. You will have to enter your User ID, your Password and a Verification Code as shown on the screen.

Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.

- iv. Your User ID details are given below :

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	Your User ID is:
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.

b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID For example if your Beneficiary ID is 12***** then your user ID is 12*****
c) For Members holding shares in Physical Form.	EVEN followed by Folio Number registered with the Company For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

- v. Your password details are given below:
- a) If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
 - b) If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you by NSDL. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.
 - c) How to retrieve your 'initial password'?
 - (i) If your email ID is registered in your demat account or with the Company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.
- vi. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:
- a) Click on "**Forgot User Details/Password?**" (If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.
 - b) **Physical User Reset Password?** (If you are holding shares in physical mode) option available on www.evoting.nsdl.com.
 - c) If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.co.in mentioning your demat account number/folio number, your PAN, your name and your registered address.
 - d) Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.
- vii. After entering your password, tick on Agree to "Terms and Conditions" by selecting on the check box.
- viii. Now, you will have to click on "Login" button.
- ix. After you click on the "Login" button, Home page of e-Voting will open.

Step 2: Cast your vote electronically on NSDL e-Voting system.

- i. After successful login at Step 1, you will be able to see the Home page of e-Voting. Click on e-Voting. Then, click on Active Voting Cycles.
- ii. After click on Active Voting Cycles, you will be able to see all the companies "EVEN" in which you are holding shares and whose voting cycle is in active status.
- iii. Select "EVEN" of company for which you wish to cast your vote.

- iv. Now you are ready for e-Voting as the Voting page opens.
- v. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on "Submit" and also "Confirm" when prompted.
- vi. Upon confirmation, the message "Vote cast successfully" will be displayed.
- vii. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
- viii. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for shareholders

- i. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to pcsabhishekbhate@gmail.com with a copy marked to evoting@nsdl.co.in.
- ii. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the "Forgot User Details/Password?" or "Physical User Reset Password?" option available on www.evoting.nsdl.com to reset the password.
- iii. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on toll free no.: 1800-222-990 or send a request at evoting@nsdl.co.in

"If your email id is not registered, please follow steps mentioned below"

Process for those shareholders whose email ids are not registered with the depositories for procuring user id and password and registration of email IDs for e-voting for the resolutions set out in this notice:

- i. In case shares are held in **physical mode** please provide Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self-attested scanned copy of PAN card) and AADHAR (self-attested scanned copy of Aadhar Card) by email to investors.grievances@majesco.com OR click on the link: https://ris.kfintech.com/email_registration/ to get email ID registered.
 - ii. In case shares are held in **Demat mode**, please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) to investors.grievances@majesco.com OR click on the link: https://ris.kfintech.com/email_registration/ to get email ID registered.
10. After the lockdown is lifted by the Central/ State Government(s)/ relevant authorities, the Support Agreement and the Letter Agreement which has been referred to in the explanatory statement would be made available for inspection at the registered and corporate offices of the Company on all working days during business hours until the last date for receipt of votes by remote e-voting i.e. August 22, 2020. During the lockdown, a member may write to the Company Secretary of the Company at investors.grievances@majesco.com requesting supply of relevant documents referred in the explanatory statement and which are to be considered for approval in the meeting. Further, any query in relation to the resolution proposed to be passed by postal ballot may be addressed to the Company Secretary of the Company at investors.grievances@majesco.com.

11. The Scrutinizer will submit his report to the Chairman or Company Secretary of the Company, after completion of the scrutiny of votes cast. The Chairman or Company Secretary shall declare the results of the postal ballot as per the statutory timelines. The results along with the Scrutinizer's report will also be posted on the websites of the Company i.e., <https://ir.majesco.com/>, NSDL i.e., <https://www.evoting.nsdl.com/> and stock exchanges i.e., www.bseindia.com and www.nseindia.com. In the event that the lockdown on account of COVID-19 pandemic is eased off and the Company's offices are open for business, the Company will also display the results at its registered and corporate office. The resolution, if passed by the requisite majority, shall be deemed to have been passed on the last date specified for remote e-voting i.e., August 22, 2020.

EXPLANATORY STATEMENT

[Pursuant to the provisions of Section 102 of the Companies Act, 2013 (“CA 2013”)]

Item No. 1:

Re-appointment of Mr. Farid Kazani as Managing Director & Group CFO of the Company

1. The members of the Company at its 4th Annual General Meeting held on August 4, 2017 had appointed Mr. Farid Kazani (DIN: 06914620) as the Managing Director of the Company for a period of 3 (three) consecutive years from July 4, 2017 till July 3, 2020.
2. Based on recommendations of the Nomination and Remuneration Committee, the Board, at its meeting held on May 29, 2020, has unanimously approved the re-appointment of Mr. Farid Kazani as the Managing Director & Group CFO (Key Managerial Personnel) for further tenure of 3 (three) consecutive years from July 4, 2020 to July 3, 2023, subject to the approval of members of the Company. Further the Board, at its meeting held on July 20, 2020, revised the terms and conditions of re-appointment of Mr. Farid Kazani. Set below the details of remuneration payable to Mr. Farid Kazani:

Sr. No.	Particulars	Description
1.	Basic Salary	INR 6,00,000/- per month with authority to the Board to revise the basic salary from time to time.
2.	House Rent Allowance	50% of basic salary
3.	Special Allowance	INR 5,00,000/- per month
4.	Ad-hoc Allowance	INR 5,65,000/- per month
5.	Other Allowances	<ul style="list-style-type: none">• Leave Travel Allowance: INR 60,000/- per year• Lunch Coupon: INR 2,200/- per month• Children Education Allowance: INR 200/- per month
6.	Provident Fund Contribution	Contribution towards provident fund as per rules of the Company not exceeding 12% of basic salary.
7.	Performance Incentive	Annual Incentive as per the Company policy. The entitlement is 30% of the gross salary or such amount as may be decided based on performance evaluation by the Board and nomination and remuneration committee.
8.	Gratuity, Medical Benefits and Car perquisite	As per rules of the Company.
9.	Club Fees	Reimbursement of club fees for one club.
10.	Employment Stock Options (“ESOP”)	As may be decided by the nomination and remuneration committee or the Board.
11.	Termination	<ul style="list-style-type: none">• Either party can terminate the agreement by giving 3 (three) months’ notice to the other party.• If agreement is terminated by the Company, Mr. Farid Kazani shall be entitled to compensation equivalent to 6 (six) months of gross salary. In the event of termination by Mr. Farid Kazani, he shall pay to the Company an amount equivalent to 3 (three) months’ basic salary in lieu of notice.

		<ul style="list-style-type: none"> In the event of change in management or restructuring of the Company or any other event which will result in exit of Mr. Farid Kazani, irrespective of such exit having been effectuated by the Company through termination or by Mr. Farid Kazani through resignation, Mr. Farid Kazani shall be entitled to compensation, which will be equivalent to 12 (twelve) months of gross annual salary which would be payable to Mr. Farid Kazani as of the date of such exit in the form of termination or resignation, subject to compliance with the applicable provisions under the CA 2013 and the rules and regulations issued thereunder. All unvested options under ESOP Plan of the Company shall get vested immediately upon such exit subject to compliance with the applicable laws.
12.	Commendation Payment	In the event of divestment of the Company's entire stake/ investment in Majesco, the material subsidiary (whose common stock are listed on NASDAQ Global Stock Exchange) by the Company to a third party, Mr Farid Kazani shall be entitled to a commendation payment which shall be equal to 0.6% of the gross value realized by the Company in India pursuant to such divestment for playing a pivotal role in effectuating the divestment in his capacity as a key member of the Company's management leadership team. Such commendation payment shall be payable after the Company receives the consideration upon successful completion of the sale of the Majesco.

3. Disclosures as required under Regulation 36(3) of the Listing Regulations and Secretarial Standards 2 are given below:

Particulars	Mr. Farid Kazani
DIN	06914620
Category	Managing Director & Group CFO
Date of birth	April 2, 1967
Qualification	Chartered Accountant and Cost & Works Accountant
Experience	~30 years
Date of first appointment on the Board	September 15, 2014
Shareholding in the Company (as on March 31, 2020)	1,67,650
Relationship between directors inter-se	None
Number of board meetings attended during FY2019-20	6/6
Directorships	<ol style="list-style-type: none"> Majesco Limited Majesco Software and Solutions India Private Limited ("MSSIPL") Cashless Technologies India Private Limited

Membership/ chairmanship of committees	<ol style="list-style-type: none"> 1. Majesco Limited <ol style="list-style-type: none"> a. Investors Grievances and Stakeholders’ Relationship Committee – Member b. Corporate Social Responsibility Committee – Member 2. MSS IPL <ol style="list-style-type: none"> a. Corporate Social Responsibility Committee – Chairman b. Audit Committee – Member c. Nomination & Remuneration Committee – Member
Terms and conditions of appointment or re-appointment	Managing Director & Group CFO, not liable to retire by rotation for a tenure of 3 (three) years from July 4, 2020 to July 3, 2023.
Remuneration details for financial year 2019-20	INR 3,73,25,981/-
Nature of expertise in specific functional areas	Finance, mergers and acquisitions
Brief profile	<p>Mr. Farid Kazani, aged 53 years, brings critical finance and organisation skills to the Company, with nearly 30 (thirty) years of experience in the field of corporate finance. His core competencies include mergers and acquisitions, business restructuring, capital raise, strategic business planning, treasury management, partnership and divestments. Prior to joining Majesco, Farid was the Group CFO and Finance Director of Mastek Limited (“Mastek”). He has been the architect of carrying out the process of demerger of the insurance business from Mastek into the Company which was completed in June 2015. The said demerger lead to value unlocking and enhancement of shareholders wealth for shareholders of Mastek as the combined market capitalisation of Mastek and the Company on listing of the Company’s equity shares was INR 12,216.51 million (closing market price of equity shares of Mastek and the Company on August 19, 2015 at National Stock Exchange of India Limited (“NSE”) i.e., on day of listing of equity shares of the Company) compared to market capitalisation of Mastek prior to the demerger of INR 5,231.82 million (closing market price of equity shares of Mastek on 14 September 2014 at NSE i.e., a day prior to board meeting to approve the demerger). Mr Farid Kazani was responsible for reorganising the legal entity structure and creating the insurance products business under Majesco US, completing back to back acquisitions and paving the way to list Majesco US, on the New York Stock Exchange and the Company, on the Indian stock exchanges.</p> <p>Under his leadership the market capitalisation of the Company has increased from INR 7,569.29 million (closing market price of equity shares of the Company on August 19, 2015 at NSE i.e., on day of listing of equity shares of the Company) to INR 10,576.09 million (closing market price of equity shares of the Company on July 17, 2020 at NSE).</p>

	<p>Mr Farid Kazani has led all acquisitions made by the Company since its listing and played a pivotal role in the proposed divestment of the Company's entire stake/ investment in Majesco US, its material subsidiary. Mr Farid Kazani also led successfully raising of INR 2,252.70 million from institutional investors through a qualified institutions placement of equity shares of the Company in January 2018.</p> <p>Mr. Farid Kazani has worked with large business and conglomerate groups like National Organic Chemical Industries Limited, Piramal Enterprises Limited, Marico Industries Limited, BPL Mobile, RPG Enterprises and Firstsource Solutions Limited. Prior to Mastek, in his previous stint with Firstsource as CFO–India & Global Financial Controller, he has been instrumental in building a robust financial planning process within the company and has played a pivotal role in its IPO listing in 2007.</p>
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4. It is possible that remuneration payable to Mr. Farid Kazani may exceed 5% of profit before tax of the Company as well limits prescribed under Section II of Part II of Schedule V of the CA 2013. Kindly note that pursuant to Section 197 read with Schedule V of the CA 2013, the Company can pay any remuneration in excess of limits as mentioned in Section 197 of the CA 2013 to managerial personnel with approval of the shareholders by way of special resolution, in case of no profit/ inadequacy of profit. Accordingly, approval of the members of the Company is being sought by way of special resolution.

5. Disclosure in terms of Section 197 read with Schedule V of the CA 2013 is set out below:

a. **General information:**

- i. Nature of Industry: The Company is engaged in the business of leasing of real estate property and investment in its subsidiary.
- ii. Date or expected date of commencement of commercial production: June 1, 2015
- iii. In case of new companies, expected date of commencement of activities as per project approved by financial institutions appearing in the prospectus: Not Applicable
- iv. Financial performance for last three years:

(INR in lakhs)

Particulars	Financial year 2019-20	Financial year 2018-19	Financial year 2017-18
Revenue from Continuing Operations	1,024	974	905
Other Income	815	2,359	935
Total Income	1,839	3,333	1,840
Profit before Exceptional Items	623	1,933	1,021
Exceptional Income	1,869	-	1,053
Profit before Tax	2,492	1,933	2,074
Profit after Tax	2,397	1,399	1,427
Basic Earnings per Share (INR)	8.42	4.95	5.89

- v. Foreign investments or collaborations, if any: As of date, the Company holds 32,111,234 shares of common stock of the US Subsidiary. Majesco US is a provider of software, consulting and information technology services for life and annuity and property and casualty insurers. It offers an integrated portfolio of software and services to the insurance industry, including core insurance software, consulting, application development, systems integration, application management outsourcing, testing, data warehousing and business intelligence and legacy modernisation.

b. Information about the appointee

- i. Background details, Recognition or awards, Job profile and suitability thereof: Mr. Farid Kazani is responsible for giving strategic guidance and direction to the Board to ensure that the Company achieves its financial vision, mission and long term goals. He is committed to ensuring best governance practices while pursuing the long term interest of all stakeholders. Please refer to the brief profile of Mr Farid Kazani provided above.

Mr. Kazani is member of NASSCOM's Product Council for the period 2019-2021. He is also an independent director of a start-up and a trustee of a small charity organisation in India. Mr. Kazani has won several awards and accolades, which are listed below:

- The CFO 100 Roll of Honor by the CFO India in 2013, 2015, 2016, 2017, 2018 and 2019;
- The Global CFO Excellence Award for Best Digital Transformation Critical Finance Expert – 2019 by Acquisition International Magazine-UK;
- The IMA CFO Awards 2016 under the category "Excellence in M&A";
- The National Award for Excellence for the CFO of the Year 2016 in the IT/ITes Sector by CMO Asia;
- Awarded the "Most Influential CFO's in India – 2016" by the CIMA;
- Finalist at the IMA CFO Awards 2016 for the CFO of the Year Award;
- Special Recognition Award from Mastek Limited in 2015, on accomplishing the restructuring, demerger and the US listing of Majesco Inc; and
- Finalist at the IMA CFO Awards 2013 under the category "Excellence in Finance in Aiding a Business Turnaround".

- ii. Past remuneration: INR 3,73,25,981/- for financial year 2019-20

- iii. Remuneration proposed: As mentioned above.

- iv. Comparative remuneration profile with respect to industry, size of the company, profile of the position and person (in case of expatriates the relevant details would be with respect to the country of his origin): The proposed remuneration is comparable and competitive, considering the industry, size of the Company, the managerial position and credentials of the appointee.

- v. Pecuniary relationship directly or indirectly with the company, or relationship with the managerial personnel, if any: Mr. Farid Kazani is not related to any managerial personnel of the Company and does not have any pecuniary relationship with the Company other than his shareholding and remuneration paid by the Company to him as mentioned herein.

c. Other Information

- i. Reasons of loss or inadequate profits: At the beginning of the financial year 2019-20, the Company sold its India insurance products and services business on slump sale basis to its step-down subsidiary MSS IPL, post

which the Company is mainly engaged in the business of leasing of property and holds investment in Majesco US. The outbreak of COVID-19 pandemic is expected to adversely affect profitability of the Company for financial year 2020-21, due to the reduction in rental income.

- ii. Steps taken or proposed to be taken for improvement: The Company is constructing a new commercial building at Mahape, Navi Mumbai. On completion of the construction, the office premises therein shall be given on lease and the Company is expected to generate rental income from the new building which will accelerate the profitability in the future.
- iii. Expected increase in productivity and profits in measurable terms: Above mentioned steps are expected to increase revenue and profits in coming years.

d. Disclosure

- i. Elements of Remuneration package: As mentioned above.
 - ii. Details of fixed components and performance linked incentive along with performance criteria: As mentioned above.
 - iii. Service Contract, Notice period, Severance fees etc.: As mentioned above.
 - iv. Stock option details: As mentioned above.
6. The copy of the employment agreement setting out the terms of re-appointment including payment of remuneration, proposed to be entered with Mr. Farid Kazani will be available for inspection.
 7. None of the Directors or Key Managerial Personnel of the Company, or their relatives, except Mr. Farid Kazani are, in any way, concerned or interested, financially or otherwise, in the resolution set out at Item No. 1 of this Notice.
 8. The Board of Directors recommends the resolutions proposed in Item No. 1 and places them for consideration and approval of the members of the Company by way of a Special Resolution.

Item No. 2:

Re-appointment of Mr. Venkatesh N. Chakravarty as an Independent Director of the Company

1. The members of the Company at its 2nd Annual General Meeting held on April 30, 2015 had appointed Mr. Venkatesh N. Chakravarty (DIN: 01102892) (IICA Registration No.: IDDB-DI-202002-016241) as an Independent Director for a period of 5 (five) consecutive years from April 30, 2015 to April 29, 2020.
2. Based on recommendations of the Nomination and Remuneration Committee, the Board, at its meeting held on April 28, 2020, has unanimously approved the re-appointment of Mr. Venkatesh N. Chakravarty as an Independent Director for second tenure of five consecutive years with effect from April 30, 2020 to April 29, 2025, subject to the approval of members of the Company.
3. Mr. Venkatesh N. Chakravarty has given his consent to be re-appointed as an Independent Director of the Company along with a confirmation that he is not disqualified to act as Director in terms of Section 164 of the CA 2013. Besides, he has also given a declaration to the Board that he meets the criteria of independence as provided under Section 149(6) of the CA 2013 and Regulations 16(1) and 25(8) of the Listing Regulations. In the opinion of

the Board, Mr. Venkatesh N. Chakravarty fulfils the conditions specified in the CA 2013 and the rules framed thereunder and Listing Regulations for re-appointment as an Independent Director.

4. The Company has received a notice in writing from a member under Section 160 of the CA 2013 proposing the candidature of Mr. Venkatesh N. Chakravarty for re-appointment as the Independent Director of the Company.
5. Mr. Venkatesh Chakravarty possesses appropriate skills, experience and knowledge and is independent of the management of the Company.
6. Disclosures as required under Regulation 36(3) of the Listing Regulations and Secretarial Standards 2 are given below:

Particulars	Mr. Venkatesh N. Chakravarty
DIN	01102892
Category	Independent Director & Chairman
Date of birth	September 6, 1958
Qualification	Bachelor's degree in Economics, Political Science and Sociology, Master's degree in Administrative Management and qualified associate member of the Chartered Insurance Institute, UK (ACII, UK)
Experience	~29 years
Date of first appointment on the Board	September 15, 2014
Shareholding in the Company (as on March 31, 2020)	20,000
Relationship between directors inter-se	None
Number of board meetings attended during financial year 2019-20	6/6
Directorships	1. Majesco Limited
Membership/ chairmanship of committees	1. Majesco Limited a. Audit Committee – Member b. Investors Grievances and Stakeholders' Relationship Committee – Chairman c. Nomination and Remuneration Committee – Member d. Corporate Social Responsibility Committee – Chairman
Terms and conditions of appointment or re-appointment	Independent Director, not liable to retire by rotation for a tenure of five years from April 30, 2020 to April 29, 2025.
Remuneration details	Sitting fees for attending Board and committee Meetings
Nature of expertise in specific functional areas	Insurance
Brief profile	Mr. Venkatesh N. Chakravarty, aged 61 years, ~29 years of experience in the insurance Industry. His experience spans insurance, management consulting and reinsurance, beginning with Life Insurance Corporation of India and Eagle Star International in the Middle East. At KPMG, he was an associate director, management consulting, responsible for insurance practice. He was the Head of Life & Health business and a Director on the Board of Swiss Re Services India Private Limited

	<p>for more than 10 (ten) years. In 2019, he retired as the CEO of General Reinsurance AG, India branch.</p> <p>He is qualified as an associate member of the Chartered Insurance Institute, UK (ACII, UK). He holds a Master's degree in Administrative Management and a Bachelor's degree in Economics, Political Science and Sociology.</p>
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7. The copy of the draft letter of re-appointment of Mr. Venkatesh N. Chakravarty setting out the terms and conditions of appointment is available for inspection.
8. None of the Directors or Key Managerial Personnel of the Company, or their relatives, except Mr. Venkatesh N. Chakravarty are, in any way, concerned or interested, financially or otherwise, in the resolution set out at Item No. 2 of this Notice.
9. The Board of Directors of the Company recommends the resolutions proposed in Item No. 2 and places them for consideration and approval of the members of the Company by way of a Special Resolution.

Item No. 3:

Re-appointment of Mrs. Madhu Dubhashi as an Independent Director of the Company

1. The members of the Company at its 2nd Annual General Meeting held on April 30, 2015 had appointed Mrs. Madhu Dubhashi (DIN: 00036846) (IICA Registration No.: IDDB-DI-202002-011638) as an Independent Director for a period of 5 (five) consecutive years from April 30, 2015 to April 29, 2020.
2. Based on recommendations of the Nomination and Remuneration Committee, the Board, at its meeting held on April 28, 2020, has unanimously approved the re-appointment of Mrs. Madhu Dubhashi as an Independent Director for second tenure of five consecutive years with effect from April 30, 2020 to April 29, 2025, subject to the approval of members of the Company.
3. Mrs. Madhu Dubhashi has given her consent to be re-appointed as an Independent Director of the Company along with a confirmation that she is not disqualified to act as Director in terms of Section 164 of the CA 2013. Besides, she has also given a declaration to the Board that she meets the criteria of independence as provided under Section 149(6) of the CA 2013 and Regulations 16(1) and 25(8) of the Listing Regulations. In the opinion of the Board, Mrs. Madhu Dubhashi fulfils the conditions specified in the CA 2013 and the rules framed thereunder and Listing Regulations for re-appointment as an Independent Director.
4. The Company has received a notice in writing from a member under Section 160 of the CA 2013 proposing the candidature of Mrs. Madhu Dubhashi for re-appointment as the Independent Director of the Company.
5. Mrs. Madhu Dubhashi possesses appropriate skills, experience and knowledge and is independent of the management of the Company.
6. Disclosures as required under Regulation 36(3) of the Listing Regulations and Secretarial Standards 2 are given below:

Particulars	Mrs. Madhu Dubhashi
DIN	00036846
Category	Independent Director
Date of birth	February 6, 1951

Qualification	Economics graduate from Miranda House, Delhi University and she completed her post-graduation in Business Administration from Indian Institute of Management, Ahmedabad
Experience	~40 years
Date of first appointment on the Board	June 1, 2015
Shareholding in the Company (as on March 31, 2020)	1,000
Relationship between directors inter-se	None
Number of board meetings attended during financial year FY19-20	6/6
Directorships	<ol style="list-style-type: none"> 1. Tube Investments of India Limited 2. Axis Finance Limited 3. JM Financial Trustee Company Private Limited 4. Majesco Limited 5. Majesco Software and Solutions India Private Limited 6. Pudumjee Paper Products Limited 7. Sanghvi Movers Limited 8. Parts City Private Limited 9. Recommender Labs Private Limited
Membership/ chairmanship of committees	<ol style="list-style-type: none"> 1. Axis Finance Limited <ol style="list-style-type: none"> a. Audit Committee – Chairperson b. Risk Management – Member c. Nomination and Remuneration – Member d. Corporate Social Responsibility Committee – Member 2. Tube Investments of India Limited <ol style="list-style-type: none"> a. Nomination and Remuneration Committee – Member 3. Majesco Software and Solutions India Private Limited <ol style="list-style-type: none"> a. Audit Committee – Member b. Nomination and Remuneration Committee – Chairperson c. Corporate Social Responsibility Committee – Member 4. Pudumjee Paper Products Limited <ol style="list-style-type: none"> a. Audit Committee – Member 5. Majesco Limited <ol style="list-style-type: none"> a. Audit Committee – Member b. Nomination and Remuneration Committee – Chairperson 6. Sanghvi Movers Limited <ol style="list-style-type: none"> a. Audit Committee – Member 7. JM Financial Trustee Company Private Limited <ol style="list-style-type: none"> a. Audit Committee – Chairperson

Terms and conditions of appointment or re-appointment	Independent Director, not liable to retire by rotation for a tenure of five years from April 30, 2020 to April 29, 2025.
Remuneration details	Sitting fees for attending Board and Committee Meetings
Nature of expertise in specific functional areas	Finance
Brief profile	<p>Mrs. Madhu Dubhashi, aged 69 years, has ~40 years of experience in financial services industry, having worked with ICICI Limited, Standard Chartered Bank, JM Financial & Investment Consultancy Services Private Limited and Global Data Services of India Limited (erstwhile subsidiary of CRISIL Limited).</p> <p>Mrs. Madhu Dubhashi is an Economics graduate from Miranda House, Delhi University and completed her post-graduation in Business Administration from the Indian Institute of Management, Ahmedabad.</p>

7. The copy of the draft letter of appointment of Mrs. Madhu Dubhashi setting out the terms and conditions of appointment is available for inspection.
8. None of the Directors or Key Managerial Personnel of the Company, or their relatives, except Mrs. Madhu Dubhashi are, in any way, concerned or interested, financially or otherwise, in the resolution set out at Item No. 3 of this Notice.
9. The Board of Directors of the Company recommends the resolutions proposed in Item No. 3 and places them for consideration and approval of the members of the Company by way of a Special Resolution.

Item No. 4:

To approve divestment of Company's entire stake/ investment in Majesco, a company incorporated under the laws of California, United States ("US Subsidiary"), a material subsidiary of the Company.

1. Background

- a) Majesco, having its principal place of business at California, United States ("**US Subsidiary**") is a material subsidiary of the Company in accordance with Regulation 16(1)(c) of the Listing Regulations and consists substantially the whole of the consolidated business of the Company. The Company owns 32,111,234 shares of common stock of US Subsidiary, as of July 20, 2020. The common stock of US Subsidiary were originally listed on NYSE American on June 26, 2015. Effective on February 26, 2019, the listing of the common stock of US Subsidiary was transferred to, and it began trading on the Nasdaq Global Stock Market ("**NASDAQ**").
- b) The board of directors of US Subsidiary, at its meeting held on July 20, 2020, approved and declared the merger of Magic Merger Sub, Inc., a Delaware Corporation ("**Merger Sub**") and a wholly owned subsidiary of Magic Intermediate, LLC ("**Parent**") with US Subsidiary ("**Merger**") and extinguishment of outstanding shares of common stock of the US Subsidiary (except Excluded Shares (*as defined below*) ("**Transaction**") by converting shares of common stock of the US Subsidiary into right to receive cash in lieu of the shares of common stock of the US Subsidiary at US\$13.10 per share ("**Merger Consideration**"). The Merger Sub and the Parent are the affiliates of Thoma Bravo LP ("**Investor**"). The Merger Consideration represents a premium of ~74% over US Subsidiary's average closing price during the 30 trading day period ending on July 17, 2020 on NASDAQ. The board of directors of the US Subsidiary has unanimously determined that the Merger is fair

to, and in the best interests of, US Subsidiary and its stockholders (other than the Parent, Merger Sub and any of Parent's other direct or indirect subsidiaries).

- c) The board of directors of the US Subsidiary have also approved the Agreement and Plan of Merger ("**Merger Agreement**") in relation to the Transaction, subject to approval of its shareholders and on the terms and subject to the conditions set forth in the Merger Agreement.

2. **Merger Agreement:** The Merger Agreement *inter-alia* provides that:

- a) Merger Sub shall be merged with and into US Subsidiary in accordance with the provisions of the California Corporations Code, as amended (the "**CCC**") ("**Merger**"). US Subsidiary shall be the surviving corporation pursuant to the Merger and the separate corporate existence of the US Subsidiary with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. US Subsidiary shall pursuant to the Merger, become a wholly owned subsidiary of the Parent.
- b) The Merger shall become effective at the time when the Certificate of Merger has been duly filed with and accepted by the Secretary of State of the State of California or at such later date and time as may be agreed by the Parties in writing and specified in the certificate of merger issued as per the CCC (such date and time, the "**Effective Time**").
- c) At the Effective Time, by virtue of the Merger and without any action on the part of the Parties each share of US Subsidiary Common Stock, issued and outstanding immediately prior to the Effective Time except the Excluded Shares, as defined below ("**Eligible Shares**") shall be converted into a right to receive Merger Consideration. As of the Effective Time such Eligible Shares shall cease to be outstanding, shall be cancelled and shall cease to exist as of the Effective Time, and each certificate formerly representing any of the Eligible Shares shall thereafter represent only the right to receive the Merger Consideration, without interest. The Excluded Shares include any shares held by the (i) Parent, Merger Sub or any other direct or indirect wholly owned subsidiary of Parent, US Subsidiary or any direct or indirect wholly owned subsidiary of US Subsidiary, and (ii) the shareholders of US Subsidiary, who have properly demanded and not withdrawn a demand for, or lost their right to, have the shares of US Subsidiary held by them purchased for cash at the fair market value ("**Dissenting Stockholder**") (such shares being "**Excluded Shares**");
- d) The Excluded Shares shall cease to be outstanding, be cancelled without payment of any consideration therefor and shall cease to exist, subject to any rights the holder thereof may have pursuant to the terms of the Merger Agreement i.e., each Dissenting Stockholder shall be entitled to receive only the payment provided under the CCC and other applicable laws, with respect to shares of the US Subsidiary held by such Dissenting Stockholder;
- e) The terms of the Merger Agreement also requires the principal stockholders of the US Subsidiary (i.e., the Company) to execute and deliver to the Parent and the Merger Sub a support agreement concurrently with the execution of the Merger Agreement, pursuant to which the Company agrees, upon the terms and subject to the conditions set forth in the support agreement, to act by a written consent to vote with respect to its stake in the US Subsidiary for the approval of the support agreement and the Company Divestment (as defined below) in accordance with applicable procedure pursuant to the Merger Agreement. The Company is the principal stockholder of the US Subsidiary and it holds 32,111,234 shares of common stock of the US Subsidiary, the board of directors of the Company has approved the execution of and has entered into a support agreement dated July 20, 2020 with the Merger Sub and the Parent ("**Support Agreement**").
- f) the Company shall undertake a postal ballot process by close of business on August 25, 2020 to approve the divestment of Company's entire stake/ investment in US Subsidiary ("**Company Divestment**") and announce

the same through the Stock Exchanges within 24 hours of the receipt of results of the Postal Ballot results.

- g) Further the US Subsidiary and the Parent along with the Merger Sub have issued representations and warranties in relation to the Merger.

3. Conditions to Obligation of each party to closure

The respective obligations of each party to consummate the Merger is subject to satisfaction or waiver at/ or prior to the Effective Time:

A. Conditions to Obligation of both parties

- a) The US Subsidiary and the Parent shall have received duly executed copies of the Written Consent.
- b) Receipt of the following regulatory approvals and all such approvals to be in full force and effect
 - i. Receipt of no-objection certificate from Income Tax Department under Section 281 of the Income Tax Act, 1961,
 - ii. Receipt of consent of the Reserve Bank of India to the Company Divestment shall have been obtained,
 - iii. The waiting period (and any extension thereof) applicable to the consummation of the Transactions under any Antitrust Laws shall have expired or been earlier terminated
- c) No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Merger Transaction.

B. Conditions to Obligation of Parent and Merger Sub:

- a) US Subsidiary not having violated any of the representations and warranties under the Merger Agreement, subject to certain materiality qualifiers,
- b) US Subsidiary shall have performed in all material respects all obligations required to be performed by it under the Merger Agreement at or prior to the Closing Date,
- c) During the period from the date of the Merger Agreement through the Closing Date, there shall not have been a Material Adverse Effect with respect to the US Subsidiary and its subsidiaries that is ongoing as of the Closing Date,
- d) US Subsidiary shall have provided evidence, in form and substance reasonably acceptable to Parent, of the termination of certain contracts set forth in the Merger Agreement,
- e) Parent and Merger Sub shall have received a certificate signed on behalf of the US Subsidiary by the Chief Executive Officer or Chief Financial Officer of the Company certifying that the conditions set forth in the Merger Agreement have been complied with.

C. Conditions to Obligation of the US Subsidiary:

- a) The representations and warranties of Parent set forth in the Merger Agreement shall be true and correct in all material respects as of the date of the Merger Agreement and as of the Closing Date,
- b) Each of Parent and Merger Sub shall have performed in all material respects all obligations required to be performed by it under the Merger Agreement at or prior to the Closing Date,

- c) The US Subsidiary shall have received a certificate signed on behalf of Parent and Merger Sub by an officer of Parent certifying that the conditions set forth in the Merger Agreement have been satisfied.

4. **Termination of the Merger Agreement:** The Merger Agreement can be terminated by

- a) Mutual consent among the parties.

b) **Either the Parent or US Subsidiary if:**

- i. The Merger shall not have been consummated by 5:00 p.m., (California Time) on January 20, 2021 (“Outside Date”),
- ii. The shareholders of the Company do not approve the Transaction with the requisite majority,
- iii. Any law or governmental order permanently restraining, enjoining or otherwise prohibiting consummation of the Merger shall become final and non-appealable.

c) **US Subsidiary:**

- i. if prior to the time the Written Consent (defined below in clause 7) is delivered, Board of the US Subsidiary authorizes the US Subsidiary to enter into an alternative acquisition agreement in response to a Superior Proposal¹, to the extent the US Subsidiary has complied in all material respects to the terms and conditions set forth in the Merger Agreement with respect to such Superior Proposal, and the Company, prior to or concurrently with such termination, pays to Parent the termination fees required to be paid,
- ii. If at any time prior to the Effective Time, there has been a breach or failure to perform by Parent or Merger Sub of any representation, warranty, covenant or agreement set forth in the Merger Agreement, or if any representation or warranty of Parent or Merger Sub shall have become untrue after the date of the Merger Agreement and the same has not been cured within the prescribed period as per the Merger Agreement, or
- iii. while all the conditions set forth in the Merger Agreement have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing) Parent and the Merger Sub have failed to consummate the Merger on the date required pursuant to the Merger Agreement (including any notice period).

d) **The Parent**

- i. prior to the time the written consent is delivered by the Company,
 - the Board of US Subsidiary shall have made a Change of Recommendation or the US Subsidiary shall have materially breached its no shop covenant,
 - the US Subsidiary or its Representatives shall have materially breached the requirements of or failed to perform in any material respects any of their respective obligations under the no Solicitation provisions of the Merger Agreement,

¹ **Superior Proposal** means a bona fide written Acquisition Proposal that would result in (a) a Person or group (as defined under Section 13 of the Exchange Act), other than Investor or any of its Subsidiaries or controlled Affiliates, becoming the beneficial owner of, directly or indirectly, more than 50% of the total voting power of the equity securities of the US Subsidiary (or of the surviving entity in a merger involving the Company, as applicable) or more than 50% of the consolidated net revenues, net income or total assets of the US Subsidiary that the Board of US Subsidiary has determined in good faith after consultation with outside legal counsel and its financial advisor that is reasonably likely to be consummated in accordance with its terms, taking into account all legal, regulatory and financial aspects of the proposal, the identity of the Person(s) making the proposal, the sources of and terms of any financing, financing market conditions, and the timing of such consummation, and if consummated, would result in a transaction more favorable to the US Subsidiary’s stockholders (in their capacities as such) from a financial point of view, than the Merger (after taking into account any revisions to the terms of the Merger Agreement proposed by US Subsidiary

- ii. if at any time prior to the Effective Time, there has been a breach or failure to perform by US Subsidiary of any representation, warranty, covenant or agreement set forth in the Merger Agreement, or if any representation or warranty of US Subsidiary shall have been inaccurate when made or shall have become untrue after the date of the Merger Agreement such that the conditions to the Merger shall not have been met, and the same has not been cured within the prescribed period as per the Merger Agreement;
- iii. The Company has not completed the postal ballot process by close of business on August 25, 2020 or the results of the shareholders' meeting have not been made public within 24 hours of the receipt of results of the Postal Ballot, through the stock exchanges; or
- iv. if the requisite votes for the shareholder approval pursuant to the postal ballot process have been obtained but the Written Consent has not been delivered to the Company and Parent by the Consent Delivery Deadline or if after delivery, such Written Consent is rescinded, withdrawn or modified in any manner adverse to Parent, Merger Sub or the Merger.

5. Effect of Termination

- i. Any proper termination of the Merger Agreement shall be effective immediately upon the delivery of written notice of such termination by the terminating Party to the other Party.
- ii. Except to the extent of any termination fee payable the Merger Agreement shall become void and of no effect with no liability to any person on the part of any Party (or any of its Representatives or Affiliates) and all rights and obligations of any Party shall cease.
- iii. No such termination shall relieve any Party of any liability or damages to any other Party resulting from any Willful Breach of the Merger Agreement prior to its termination.

6. Termination fee

- A. payable by US Subsidiary:** US Subsidiary is required to pay a Company Termination Fee of an amount equal to US\$ 20,781,850 in the following events:
 - i. If the (X) Merger Agreement is terminated by either the Parent or the US Subsidiary pursuant to the Merger not having been consummated by the Outside Date or if Parent terminates the Merger Agreement due to (a) breach by the US Subsidiary of any of its representations and warranties, (b) failure by the Company to undertake a postal ballot process by close of business on August 25, 2020 or the results of the shareholders meetings hasn't been made public within 24 hours of the receipt of results of the Postal Ballot, through the stock exchanges, (Y) a bona fide Acquisition Proposal has been made to the Company or the US Subsidiary or any of its Subsidiaries, and (Z) within twelve (12) months after such termination, the US Subsidiary or any of its Subsidiaries shall have entered into an alternative acquisition agreement, as defined under the Merger Agreement. In such case the fee will be payable within one business day of entering into or consummation of such alternative acquisition agreement;
 - ii. If the Parent terminates the Merger Agreement due to failure to deliver Written Consent even though the requisite votes had been obtained. In such case, the fee will be payable within one business day of such termination;
 - iii. If the Parent terminates the Merger Agreement due to US Subsidiary's Board having recommended a Superior Proposal, then concurrently with such termination.
 - iv. If the Company (X) fails to complete the postal ballot process to approve the divestment of Company's

entire stake/ investment in US Subsidiary by close of business on August 25, 2020 or has not made the voting results publicly available to shareholders through the stock exchange facilities within twenty four hours of receipt of the results, (Y) before termination of the Merger Agreement by Parent a bona fide Acquisition Proposal for the Company has been received and (Z) the Company enters into a definite transaction with respect to an alternative proposal received by the Company within 12 months of termination of the Merger Agreement by the Parent.

B. payable by the Parent: Parent and Merger Sub required to pay a 'Parent Termination Fee' of an amount equal to US\$ 41,563,700 in the following events:

- i. If the US Subsidiary validly terminates the Merger Agreement pursuant to any breach of representation and warranties or the failure of the Parent and Merger Sub to close
- ii. If the Parent and Merger Sub have failed to consummate the Merger on the date required.

7. **Support Agreement:** The Support Agreement, *inter alia*, provides that:

- a) the Company will deliver the Parent a certified true copy of the resolution passed by the board of directors of the Company (i) approving the Support Agreement and the disinvestment of the Company's entire share of the Company Common Stock pursuant to the Merger and (ii) resolving to issue notice through postal ballot ("**Postal Ballot Notice**") to the members of the Company for their approval to the Company Divestment of the Company's entire share of the Company Common Stock in US Subsidiary. The Postal Ballot Notice shall be dispatched to all members of the Company no later than 4 (four) Business Days from the date of the Support Agreement.
- b) If the Company obtains the requisite votes, the Company will deliver its written consent within one business day ("**Written Consent**") of the publication through the stock exchange in India of the voting results of the shareholders meeting of the Company by way of a postal ballot, in relation to the Transaction ("**Consent Delivery Deadline**").
- c) Subject to the receipt of the shareholders' approval by the Company, the Company has agreed to vote or cause all of its Shares in the US Subsidiary (including any additional shares that the Company acquires in the US Subsidiary after the date of the Support Agreement) to be voted (in each case, including via proxy) so as to ensure that it is duly counted for purposes of determining whether a quorum is present (A) for approval of the Merger Agreement and the Merger and (B) against: (1) any acquisition proposal (other than the Merger), (2) any action that would reasonably be expected to result in a material breach of or failure to perform any representation, warranty, covenant or agreement of US Subsidiary under the Merger Agreement, (3) any action that would prevent or materially delay or would reasonably be expected to prevent or materially delay, the consummation of the Merger or (4) any change in any manner to the voting rights of any stockholders of the US Subsidiary.
- d) the Company will take all actions necessary to accelerate the vesting of all outstanding equity awards granted under the Majesco Limited - Employee Stock Option Scheme of Majesco Limited — Plan 1 (the "**ESOP Scheme**") to employees of the Company and its subsidiaries (the "**Options**"), including any amendments to the ESOP Scheme required to effectuate such acceleration and vesting of Options for approval of the shareholders in accordance with applicable Law. Following receipt of such approval, the Company shall satisfy all of its obligations under the ESOP Scheme to the holders of such Options who have validly exercised their rights under the ESOP Scheme, as promptly as practicable in accordance with applicable Laws and cancel all Options that have not been validly exercised or that may require cancellation under applicable Laws.

- e) The Company shall not, without consent of the Parent, transfer its shares of the US Subsidiary or grant proxy or Power of attorney or other authorization or consent or any agreement, arrangement, commitment or undertaking, whether or not in writing, in or with respect to any or all of the Covered Shares or otherwise agree to any voting agreement on its shares of US Subsidiary, which shall be in conflict with the Support Agreement or deposit any or all of the Covered Shares into a voting trust or enter into a voting agreement or other arrangement with respect to any or all of the Covered Shares.
 - f) From the date of the execution of the Support Agreement the Company shall not, and shall cause its directors, affiliates and representatives not to, directly or indirectly, take or fail to take (as applicable) any solicitation or related actions set forth in the Merger Agreement. The Company shall, and shall cause its directors, Affiliates and Representatives to, immediately cease and cause to be terminated any activities, discussions or negotiations being conducted with any persons other than the Parent or its affiliates with respect to any acquisition proposals.
 - g) The Company shall use its reasonable best efforts to cause its representatives to, file for and obtain the No Objection Certificate under Section 281 of the Income Tax Act, 1961 in connection with the consummation of the Transactions and the Company Divestment prior to the Closing.
 - h) For a period of six months from the date of closing, i.e. three Business Days after the day on which the last to be satisfied or waived of the conditions subsequent in the Merger Agreement (the “**Initial Transition Period**”) and any applicable Extension Period for as many as two (2) additional one (1)-month periods (together with the Initial Transition Period, the “**Transition Period**”), the Company shall provide the following services to Majesco Software and Solutions India Private Limited (“**MSSIPL**”): (A) all of the services provided by Farid Kazani (Managing Director and Group CFO), Varika Rastogi (Company Secretary), Kunal Karan (CFO), N. P. Pai (Director Finance) and Neha A. Sangam (Administrator Legal), all of whom are employees of the Company to MSSIPL, in the twelve (12)-month period prior to the execution of the Merger Agreement, including pursuant to the Cost Sharing Agreement, dated April 1, 2019, by and between the Company and MSSIPL (the “**Personnel Services**”) (B) at cost, all reasonable support to either transfer any existing insurance plans held by the Company and relied upon by the US Subsidiary or any of its Subsidiaries (“**Shared Insurance Plans**”) or for the US Subsidiary or its Subsidiaries to establish replacement insurance plans (“**Transition Services**”) on payment of prescribed cost per month. During the Transition Period, the Company shall not terminate the employment of any of the employees providing the Personnel Services except in connection with a termination for cause. In the event that any such employee terminates its employment relationship with the Company prior to the end of the period stated above, the Company shall use commercially reasonable efforts to continue to perform the Personnel Services without impact to MSSIPL.
 - i) The Company, during the Transition Period, shall provide at cost any additional services that are not currently contemplated under the Support Agreement or otherwise under the Cost Sharing Agreement, mentioned above.
 - j) The Support Agreement will terminate automatically on the earlier of:
 - i. the mutual written agreement of the Parties to the Support Agreement to terminate the agreement;
 - ii. consummation of the Transaction ; and
 - iii. The termination of the Merger Agreement in accordance with its terms.
8. The Company will be obligated to indemnify US Subsidiary for all costs or disbursements incurred by US Subsidiary, on account of:

- a) a termination of the Merger Agreement by Parent due to the Company failing to complete the postal ballot process to approve the divestment of Company's entire stake/ investment in US Subsidiary by close of business on August 25, 2020 or not making the voting results publicly available to shareholders through the stock exchange facilities within twenty four hours of receipt of the results;
- b) following the execution and delivery of the Merger Agreement and prior to the termination thereof as described above, a *bona fide* proposal for the acquisition of the Company has been made to the Company; and
- c) within twelve (12) months after such termination, the Company shall have entered into a definitive transaction agreement with respect to such acquisition of the Company.

If any regulatory approval is required in connection with any payments required to be made to the US Subsidiary, Majesco Limited shall use all best efforts to secure any such regulatory approval that may be required for making any payments

9. Mr Sudhakar Venkatraman Ram, Mr Ashank Desai, Mr Sundar Radhakrishnan, Ram Family Trust, Ms Girija Ram, Mr Ketan Mehta, Ms Usha Sundar and Ms Rupa Ketan Mehta who are members of the Promoters/ Promoter group, have signed a Promoter Support Agreement with the Parent and the Company, whereby *inter alia* they have agreed to:
 - vote in favor of the Transaction at shareholders' meeting/ by way of postal ballot of the Company;
 - not to dispose of their equity shares in the Company till the completion of the Transaction, except for estate planning purposes.

10. Rationale for the Company Divestment

The Transaction contemplates acquisition of all of the outstanding shares of US Subsidiary (other than Excluded Shares) for US\$ 13.10 per share in cash.

- a) US Subsidiary trades at a significant premium to the market capitalisation of the Company in India. As on July 17, 2020, the value of the Company's stake in the US Subsidiary was US\$ 245.33 million based on its holding of 32,111,234 shares of common stock of US Subsidiary (as per closing prices of the common stock of US Subsidiary as quoted on NASDAQ) compared to the total market capitalisation of the Company in India of US\$ 141 million (as per closing price of equity shares of the Company quoted on National Stock Exchange of India Limited and exchange rate of INR 75/ US\$). This implies a premium of 74% over the market capitalisation of the Company in India.
- b) The consideration to be received by the Company in the Merger is US\$ 13.10 per share of the common stock which represents a premium of ~74% over US Subsidiary's average closing price during the 30 trading day period ended on July 17, 2020.
- c) The Company is in receipt of the valuation report from Walker Chandiook & Co LLP ("**Independent Valuer**"). The equity value of the US Subsidiary determined by the Independent Valuer is US\$ 535.9 million. The fair value per share is thus US\$ 11.8. The consideration to be received by the Company in the Merger is higher than the value assessed by the Independent Valuer.
- d) The gross value to be received by the Company for its stake in US Subsidiary in the Merger is US\$ 420.66 million, compared to the total market capitalisation of the Company in India of US\$ 141 million (as per closing price of equity shares of the Company quoted on National Stock Exchange of India Limited on the

last trading day prior to the announcement of the Merger and at the exchange rate of INR 75/ US\$). This implies a premium of 198.34% over the market capitalisation of the Company in India.

- e) The gross value to be received by the Company for its stake in US Subsidiary in the Merger is US\$ 420.66 million, compared to the total investments made by the Company in US Subsidiary of US\$ 68.67 million, to date.
- f) Since a majority portion of US Subsidiary is held by the Company, a substantial portion of the sale proceeds will accrue to the Company and hence to the shareholders of the Company in India
- g) It may take the Company a few years to realize a similar value organically, which the Parent is willing to pay upfront
- h) The Proposed Transaction will provide the Company's public shareholders an opportunity to realize significant value for their equity shares at a time of elevated market volatility
- i) The Parent believes it can grow the business further due to increased operational flexibility to support the business, through full ownership of the business

11. Use of proceeds

US Subsidiary constitutes substantially whole of the business of the Company. The Company intends to distribute entire proceeds from the disposal of the investment in US Subsidiary (net of taxes, transaction costs and other expenses to be incurred during the intermediary period) ("**Net Proceeds**"), to the shareholders in a tax efficient manner as expeditiously as possible.

12. Approval sought

Pursuant to Section 180(1)(a) of CA 2013, a special resolution is required to be passed by the members of a company prior to selling, leasing or otherwise disposing of the whole or substantially the whole of the undertaking of the company. An undertaking is amongst other things defined to mean an undertaking in which the investment of a company exceeds 20% of its net worth as per the audited balance sheet of the preceding financial year.

In addition, Regulation 24 of the Listing Regulations provides that no company shall dispose of shares in its material subsidiary which would reduce its shareholding (either on its own or together with other subsidiaries) to less than 50% or cease to exercise of control over the subsidiary without passing a special resolution in its general meeting, except in cases where such divestment is made under a scheme of arrangement duly approved by a court/ National Company Law Tribunal.

Hence, in terms of the Section 180(1)(a) of CA 2013 and Regulation 24(5) of the Listing Regulations, shareholders' approval is being sought to enable the Company to divest its entire stake/ investment in the US Subsidiary, at the price referred above or at a higher price. Post completion of the Transaction, the Company shall not hold any common stock in the US Subsidiary, and it shall cease to be a subsidiary of the Company.

The board of directors of the Company, in its meeting held on July 20, 2020, subject to shareholders' approval and other requisite approvals, approved sale, transfer or disposal of Company's entire stake/ investment in US Subsidiary to the Parent at US\$ 13.10 per share in terms of the Merger Agreement.

- 13. The Board of Directors of the Company recommends the resolutions proposed in Item No. 4 and places them for consideration and approval of the members of the Company by way of a Special Resolution.

14. None of the Directors or Key Managerial Personnel of the Company, or their relatives, is in any way, concerned or interested, financially or otherwise, in this resolution, except to the extent of their shareholding in the Company.

Item No. 5

Amendment to Employee Stock Option Scheme of Majesco Limited Plan I (“ESOP Plan”)

1. The rationale and objective of the ESOP Plan is to motivate the employees of the Company and its subsidiaries and align the interests of the Employees which ultimately leads to the growth and prosperity of the Company by incentivizing them effectively.
2. The Board of Company has, approved the sale of US Subsidiary, a material subsidiary of the Company and the Company has entered into a Support Agreement with the Parent. In terms of the Support Agreement and the terms of Merger Agreement (between US Subsidiary and the Parent), the Company is required to take all necessary actions to cause the vesting of any Options granted to the employees of the US Subsidiary, except those options that have been granted less than a year prior to the date of such accelerated vesting, to fully accelerate in event the Transaction is successfully consummated and thereby enabling them to exercise the ESOPs and RSUs and become shareholders of the Company.
3. To give effect to the accelerated vesting, the Company proposes the following amendments to the ESOP Plan:
 - a. amending sub-clause (f) to clause 10 as follows:

“In the event of bonus/rights or any other issue of securities, merger, amalgamation, demerger, business transfer, sale or disposal of any unit(s), division(s) or material subsidiary, restructuring or other similar corporate actions, the Nomination and Remuneration Committee shall be authorised to provide for such adjustment, whether by way of grant of additional Options to existing Option Holders, accelerate the vesting period for existing Option Holders or otherwise, which, in its opinion and discretion, provides for a fair and reasonable adjustment to the Option Holders.”
 - b. to Include the following clause as a new clause 12(e) after existing clause 12(d):

“If an Option Holder ceases to be an Employee prior to the Exercise of the Options granted, as a part of merger, amalgamation, demerger, business transfer, sale or disposal of any unit(s), division(s) or subsidiary, restructuring or other similar corporate actions, all vested Options held by such Employee shall be exercised within a period of 60 days from the date of cessation”
4. All other terms and conditions applicable of the ESOP Plan shall remain unchanged except for the variation as stated above.
5. As per SBEB, a company may by special resolution vary the terms of employee stock option plan or scheme offered pursuant to an earlier shareholders resolution but not yet exercised by the employee provided such variation is not prejudicial to the interests of the employees. In this regard, please note that the proposed amendment in ESOP Plan is not prejudicial to the interest of the eligible employees and existing option holders covered under ESOP Plan. US Subsidiary is a material subsidiary of the Company which constitutes substantially whole of the business of the Company and that contributed 99.04% of the consolidated income of the Company in the financial Year 2019-20. The Company intends to distribute the proceeds from the disposal of the investment in US Subsidiary (net of taxes, transaction costs and other expenses to be incurred during the

intermediary period) (“**Net Proceeds**”), to its shareholders in a tax efficient manner as expeditiously as possible. It will thus be beneficial to all the ESOP Holders currently holding outstanding options, if the Company enables all ESOP Holders to exercise their outstanding options, as permitted under applicable law, so that they become eligible to receive the distributions from the Net Proceeds by the Company to the shareholders as and when they are granted.

6. The Board of Directors of the Company and the Nomination and Remuneration Committee of the Company, in their meeting held on July 20, 2020, have approved the aforesaid variation in the ESOP Plan.
7. The beneficiaries of this amendment will be the eligible employees of the Company and its subsidiaries. The approval of the Members is being sought by way of a Special Resolution under Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, and Regulation 7 of the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, for the amendment of the existing Scheme.
8. The Board of Directors of the Company recommends the resolutions proposed in Item No. 5 and places them for consideration and approval of the members of the Company by way of a Special Resolution.
9. Except Mr. Farid Kazani, Managing Director & Group CFO and Mr. Kunal Karan, Chief Financial Officer, none of the Directors or Key Managerial Personnel of the Company, or their relatives, is in any way, concerned or interested, financially or otherwise, in this resolution.

**By order of the Board of Directors
For Majesco Limited**

Place: Navi Mumbai
Date: July 20, 2020

**Varika Rastogi
Company Secretary
(Membership no.: F 7864)**

Registered office: MNDC, MBP-P-136, Mahape, Navi Mumbai – 400 710, Maharashtra, India