Thomas Cook (India) Ltd.
Thomas Cook Building
Dr. D. N. Road, Fort
Mumbai - 400 001.

Main No.: 91-22-6160 3333
Fax No. : 91-22-6609 1454
91-22-2287 1069

5th March 2012

The Secretary,
Listing Department
The Bombay Stock Exchange Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400 001
Scrip Code: 500413

Fax No.: 2272 2037/39/41/61

The Manager,
Listing Department
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No.C/1
G Block, Bandra-Kurla Complex, Bandra (E)
Mumbai – 400 051
Scrip Code: THOMASCOOK

Fax No.: 2659 8237/38

Dear Sir,

Re: Clause 31 (c) of the Listing Agreement

Please find enclosed herewith 3 copies of the circular being sent to shareholders of the Company in respect of:

1. Abstract of the terms and conditions of and Memorandum of Interest regarding reappointment of Mr. Madhavan Menon, Managing Director of the Company.

2. Abstract of the terms and conditions of and Memorandum of Interest regarding variation in the terms of appointment of Mr. Vinayak K. Purohit as Executive Director – Finance of the Company.

This is for the information of the Exchange and its members.

Thanking you,

Yours faithfully,
for Thomas Cook (India) Limited

R. R. Kenkare
President & Head - Legal & Company Secretary

Encl.: a/a

Thomas Cook (India) Limited

Regd. Office: Thomas Cook Building, Dr. D. N. Road, Fort, Mumbai 400 001.

www.thomascook.in

TO THE MEMBERS OF THE COMPANY PURSUANT TO THE PROVISIONS OF SECTION 302 OF THE COMPANIES ACT, 1956

1. **Abstract of the terms and conditions of and Memorandum of interest regarding reappointment of Mr. Madhavan Menon, Managing Director of the Company:**

The Board of Directors of Thomas Cook (India) Limited (the Company) has, on recommendation of the Recruitment & Remuneration Committee, at its meeting held on 16th February, 2012, approved the re-appointment of Mr. Madhavan Menon as Managing Director for a further period of three years with effect from 1st March, 2012 to 28th February, 2015, notwithstanding that the previous service agreement is valid until 30th April, 2012, subject to the approval of the members of the Company and subject to such further approvals of applicable authority(ies), if any, including that of the Central Government, as may be required under the applicable law.

Mr. Madhavan Menon, born on 12 February, 1955, is a graduate in Arts specialising in Business, from Georgetown University, USA., MBA, Finance & International Business, from George Washington University, USA, He has a total experience of over 33 years. His previous assignment prior to joining TCIL was as Chief Operations & Administrative Officer of Birla Sunlife Asset Management Co. (AMC) Ltd. His expertise spans over Banking, Finance and Travel-related Foreign Exchange Management.

Brief particulars of the terms and conditions of his re-appointment are as under:

REMUNERATION:

a. **Base / Basic Salary:** Rs. 625,150 (Rupees Six Lakh, Twenty-Five Thousand, One Hundred Fifty Only) per month, which shall however be subject to such annual increments as the Recruitment & Remuneration Committee and/or the Board may determine and approve, from time to time.

b. **Other Allowance:** Restricted to an amount equivalent to Mr. Menon's Annual Basic Salary.

c. **Performance Bonus:** Bonus at the end of every financial year, as the Recruitment & Remuneration Committee and/or the Board may in its absolute discretion determine and approve, linked to Mr. Menon's performance as Managing Director.

d. **Accommodation:** House Rent Allowance (H.R.A.) of not more than Rs. 32,46,000/- (Rupees Thirty-Two Lakh, Forty-Six Thousand Only) per annum or Company provided / leased accommodation. In case of Company provided / leased accommodation, the Company shall bear all rental costs, security deposit and local taxes, subject to such rentals, notional interest cost on the security deposit and taxes not exceeding Rs. 32,46,000/- (Rupees Thirty-Two Lakh, Forty-Six Thousand Only) per annum.

e. **Perquisites:** Perquisites together with utilities such as car, telephone, club fees, medical hospitalization insurance, health check-up, and the like in accordance with the rules of the Company or as agreed by the Board of Directors.

f. **Retirement Benefits:** Company's contribution to Provident Fund as per the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as per Company's policy, and Superannuation as per Company's policy, and Gratuity payable as per the rules of the Company for the time being in force. The value of such benefits shall not be included in the computation of the ceiling on the remuneration or perquisites aforesaid, to the extent these are not taxable under the Income-tax Act, 1961.

g. **Income-Tax:** Income Tax on or in respect of the entire remuneration payable to Mr. Menon shall be borne and paid by him.

h. **Annual Leave:** Mr. Menon will be entitled to Annual Leave of 30 days, inclusive of Casual Leave and Sick Leave. Administration of this Leave will be in accordance with the Rules and Regulations of the Company for the time being in force.

i. **Other Terms:**

Notwithstanding anything herein contained, it is expressly agreed and understood that:

(i) the total remuneration and perquisites payable by the Company to Mr. Menon, including salary, other allowance, performance bonus and perquisites as aforesaid shall be subject to, the overall ceiling on managerial remuneration prescribed in the Act, unless otherwise approved by the Central Government. The audited accounts of the Company shall be final and conclusive with regard to the determination of the Company's net profits computed in the manner prescribed under the Act.

(ii) where in any financial year during the tenure of Mr. Menon's employment as Managing Director with the Company, the Company has no profits or its profits are inadequate, the aforesaid remuneration (consisting of all his fixed and variable pay but not stock options) payable by the Company to Mr. Menon shall be paid as "minimum remuneration", subject to approval by the Members of the Company and Central Government;

(iii) the Board of Directors may increase, augment and / or enhance or vary the remuneration agreed to be paid from time to time to Mr. Menon subject to and in accordance with the applicable provisions of the Act and/or the Guidelines for Managerial Remuneration, or approval issued, if so required, by the Central Government or other appropriate authority in that behalf as in force and as amended from time to time.

Mr. Menon shall not be entitled to sitting fees for attending meetings of the Board of Directors or Committees thereof.

Mr. Menon undertakes that, so long as he functions as a Managing Director of the Company, he shall not be engaged or interested, directly or indirectly, in any business, activity, employment, operation or undertaking. Mr. Menon shall not, so long as he functions as Managing Director of the Company, become interested or otherwise concerned, directly or through his wife, sons or unmarried daughters, in any selling agency of the Company without the prior approval of the Company and the Central Government. Provided however that, it shall be permissible for Mr. Menon to hold shares of any other company or companies quoted on a recognised Stock Exchange or of any other company not in the same line of business as the Company or not having dealings with the Company or any subsidiary or associate of the Company, whether or not that subsidiary / associate is in the same line of business as the Company or is having dealings with the Company. The holding of such shares shall not be deemed a contravention of this clause.

Notwithstanding anything to the contrary herein contained :

(a) the Company shall be entitled to terminate this Agreement at any time by giving Mr. Menon not less than 12 (twelve) month's notice in writing in that regard, without assigning any reason thereto, or upon payment to Mr. Menon of the gross salary payable to him for a period of 12 (twelve) months in lieu of such notice. Computation of gross salary will include all components of Mr. Menon's remuneration package including perquisites but shall not include stock options and any form of variable pay like bonus / commission.

(b) Mr. Menon shall be entitled to terminate this Agreement at any time by giving to the Company not less than 12 (twelve) month's notice in writing in that regard, without assigning any reason to the Company.

The Company may, if it considers necessary for the protection of its business interests, trade secrets and confidential information, require of Mr. Menon that he shall not, for a period of 12 (twelve) months from the termination of his Agreement, either directly or indirectly, and whether alone or in conjunction with or on behalf of any other person, and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise, and whether for or without remuneration, be in any manner engaged, concerned or interested in or have any business dealings with any other person, organization or a company carrying on or engaged in business which is the same as or similar to the business in which the Company is engaged in. Mr. Menon hereby agrees and undertakes to comply strictly with the Company's aforesaid requirement and in consideration of him doing so, the Company shall pay to Mr. Menon during the said period, compensation equal to his last drawn salary every month for a period of 12 (twelve) months.

In the event of a change in the ownership / effective control of the Management of the Company taking place during the continuance of the Agreement, the Company shall be entitled to terminate the Agreement by notice in writing to Mr. Menon. If such termination takes place within 12 (twelve) months from the date of such change in the ownership / effective control, but prior to the expiry of the Agreement, the Company shall pay to Mr. Menon as compensation for loss of office of Managing Director in one single payment of the amount as may be payable pursuant to the provisions of the Companies Act, 1956, exclusive of performance bonus.

Mr. Menon shall, so long as he continues to hold office of the Managing Director, not be liable to retire by rotation and if he ceases to be in the employment of the Company as Managing Director, he shall also cease to be a Director of the Company and/or the Company's subsidiary company / affiliate company / associate company (ies), as the case may be, and vice-versa.

No director other than Mr. Madhavan Menon may be considered to be concerned or interested in the above.

A copy of the resolution passed by the Board may be inspected at the Registered Office of the Company between 11.00 a.m. and 1.00 p.m. on all working days except Saturday, Sunday and holidays.

अन्तरर्देशीय पत्र कार्ड INLAND LETTER CARD

To,

Second Fold दूसरा मोड

भेजनेवालेका नाम और पता SENDER'S NAME AND ADDRESS

If not delivered, please return to:

Thomas Cook (India) Limited
Thomas Cook Building,
Dr. D. N. Road,
Fort, Mumbai 400 001.

No Enclosure Allowed

First Fold पहला मोड

2. **Abstract of the terms and conditions of and Memorandum of Interest regarding variation in the terms of appointment of Mr. Vinayak K. Purohit as Executive Director – Finance of the Company:**

The Board of Directors of Thomas Cook (India) Limited (the Company) has, on recommendation of the Recruitment & Remuneration Committee, at its meeting held on 16th February, 2012, approved the variation in the terms of appointment of Mr. Vinayak K. Purohit as Executive Director – Finance with effect from 1st March, 2012 till 13th May, 2013, particularly, the clauses on notice period in the best interests of the Company, subject to the approval of the members of the Company and subject to such further approvals of applicable authority(ies), if any, including that of the Central Government, as may be required under the applicable law.

The modified clauses, as set out in the draft supplemental service agreement to be entered into, are given below:

Notwithstanding anything to the contrary herein contained:

(a) The Company shall be entitled to terminate this Agreement at any time by giving Mr. Purohit not less than 6 (six) month's notice in writing in that regard, without assigning any reason thereto, or upon payment to Mr. Purohit of the Gross Salary payable to him for a period of 6 (six) months in lieu of such notice. Computation of Gross Salary will include all components of Mr. Purohit's remuneration package including perquisites but shall not include stock options and any form of Variable Pay like bonus / commission.

(b) Mr. Purohit shall be entitled to terminate this Agreement at any time by giving to the Company not less than 6 (six) month's notice in writing in that regard, without assigning any reason to the Company, or upon payment of 6 (six) month's Gross Salary in lieu of such notice. Computation of Gross Salary will include all components of Mr. Purohit's remuneration package including perquisites but shall not include stock options and any form of Variable Pay like bonus / commission.

All other terms and conditions stated in the Service Agreement dated 21st June 2010, shall remain unchanged and be applicable accordingly, except as mentioned hereinabove.

No director other than Mr. Vinayak K. Purohit may be considered to be concerned or interested in the above.

A copy of the resolution passed by the Board may be inspected at the Registered Office of the Company between 11.00 a.m. and 1.00 p.m. on all working days except Saturday, Sunday and holidays.

BY ORDER OF THE BOARD

R. R. Kenkare
President & Head - Legal & Company Secretary

Mumbai
Date: 27th February 2012

If you prefer to receive all future shareholder communications by e-mail:
For shares held in electronic form- please register/ update your email id with your Depository Participant; For shares held in physical form- please register your email ID in writing with the Company's Registrars & Share Transfer Agents, M/s. TSR Darashaw Limited, 6-10,Haji Moose Patrawala Indl. Estate, 20, Dr. E. Moses Mahalaxmi 400 011.