





NOTICE

NOTICE is hereby given that the Thirty-Second ANNUAL GENERAL MEETING of THOMAS COOK (INDIA) LIMITED will be held at Y. B. Chavan Auditorium, Gen. Jagannath Bhosale Marg, Next to Sachivalaya Gymkhana, Mumbai – 400 021 on Thursday, 28th May 2009 at 3.30 p.m. to transact the following business:

ORDINARY BUSINESS:

1. To receive, consider, approve and adopt the audited Balance Sheet as at 31st December 2008, the Profit and Loss Account for the twelve months ended 31st December 2008, the Report of the Directors and the Auditors thereon.
2.
 - a) To confirm Dividend paid for Class 'A' Preference Shares.
 - b) To confirm Dividend paid for 1% Cumulative Non-Convertible Redeemable Preference Shares.
 - c) To declare Dividend for Class 'B' Preference Shares.
 - d) To declare Dividend for Class 'C' Preference Shares.
 - e) To declare Dividend for Equity Shares for the year ended 31st December 2008.
3. To appoint a Director in place of Mr. Dilip De, who retires by rotation, and being eligible, offers himself for re-appointment.
4. To appoint a Director in place of Mr. Vinayak K. Purohit, who retires by rotation, and being eligible, offers himself for re-appointment.
5. To appoint a director in place of Mr. Manny Fontenla-Novoa, who retires by rotation, and being eligible, offers himself for re-appointment.
6. To appoint Auditors to hold office from the conclusion of this Meeting, until the conclusion of the next Annual General Meeting of the Company and to authorise the Board to fix their remuneration.
7. To consider and, if thought fit, to pass, with or without modification(s), the following Resolution as an Ordinary Resolution:
“**RESOLVED THAT** pursuant to the provisions of Section 228 and other applicable provisions, if any, of the Companies Act, 1956, M/s. PricewaterhouseCoopers, Chartered Accountants, Colombo, Sri Lanka be and are hereby re-appointed as the Branch Auditors of the Sri Lanka Branch of the Company to hold office from the conclusion of this meeting upto the conclusion of the next Annual General Meeting to examine and audit the books of account of the Sri Lanka Branch of the Company for the financial year 01-01-2009 to 31-12-2009 at a remuneration to be fixed by the Board of Directors and the Branch Auditors mutually.”

SPECIAL BUSINESS:

8. **To consider and if thought fit, to pass, with or without modification(s), the following Resolution as an ORDINARY RESOLUTION:**
“**RESOLVED THAT**, Mr. Angus Porter, who was appointed by the Board of Directors as an Additional Director with effect from 29th July 2008 under Article 118 of the Articles of Association of the Company and who by virtue of the provisions of Section 260 of the Companies Act, 1956, holds office upto the date of this Annual General Meeting and in respect of whom the Company has received notice in writing under Section 257 of the Companies Act, 1956, from a member proposing his candidature for the office of a Director, be and is hereby appointed as a Director of the Company, liable to retire by rotation.”
9. **To consider and if thought fit, to pass, with or without modification(s), the following Resolution as an ORDINARY RESOLUTION:**
“**RESOLVED THAT**, Mr. Heinrich-Ludger Heuberg, who was appointed by the Board of Directors as an Additional Director with effect from 27th February 2009 under Article 118 of the Articles of Association of the Company and who by virtue of the provisions of Section 260 of the Companies Act, 1956, holds office upto the date of this Annual General Meeting and in respect of whom the Company has received notice in writing under Section 257 of the Companies Act, 1956, from a member proposing his candidature for the office of a Director, be and is hereby appointed as a Director of the Company, liable to retire by rotation.”
10. **To consider and if thought fit, to pass, with or without modification(s), the following Resolution as an ORDINARY RESOLUTION:**
“**RESOLVED THAT**, Mr. Rakshit Desai, who was appointed by the Board of Directors as an Additional Director with effect from 25th November 2008 under Article 118 of the Articles of Association of the Company and who by virtue of the provisions of Section 260 of the Companies Act, 1956, holds office upto the date of this Annual General Meeting and in respect of whom the Company has received notice in writing under Section 257 of the Companies Act, 1956, from a member proposing his candidature for the office of a Director, be and is hereby appointed as a Director of the Company, liable to retire by rotation.”

11. To consider and if thought fit, to pass, with or without modification(s), the following Resolution as an ORDINARY RESOLUTION:

RESOLVED THAT, subject to the approval of the Central Government and subject to such other approvals of applicable authority(ies), if any, as may be required, and pursuant to the provisions of Sections 198, 269, 309, 310, 311 and other applicable provisions, if any, of the Companies Act, 1956, ("the Act") approval of the Company be and is hereby accorded to the appointment of Mr. Rakshit Desai, as an Executive Director – Travel Services for a period of two years with effect from 25th November 2008 to 24th November 2010 upon and subject to the terms and conditions including remuneration as are set out in the Agreement dated 2nd February 2009 entered into between the Company and Mr. Rakshit Desai, with liberty to the Board of Directors to alter and vary the terms and conditions of the said appointment and/or remuneration and/or agreement so as, subject to the approval of the Central Government, not to exceed the limits specified in the Companies Act, 1956 including any statutory modification(s) or re-enactment thereof, for the time being in force or any amendments and/or modification(s) that may hereafter be made thereto by the Central Government in that behalf from time to time or any amendments thereto as may be agreed to between the Board and Mr. Rakshit Desai;

RESOLVED FURTHER THAT the Board of Directors be and is hereby authorised to accept such modification/s in the terms and conditions, which the Central Government may direct, if so required, and as is/are acceptable to the Company and Mr. Rakshit Desai;

RESOLVED FURTHER THAT in the event in any financial year, during the tenure of Mr. Desai's employment as Whole-time Director with the Company, the Company has no profits or its profits are inadequate as contemplated under the provisions of the Act, unless otherwise approved by the Central Government, the remuneration payable by the Company to Mr. Desai shall be subject to the applicable provisions of the Act or any other applicable law or enactment for the time being in force;

RESOLVED FURTHER THAT, the Board of Directors of the Company be and is hereby authorised to do all acts, deeds, matters and things as may be considered necessary or desirable to give effect to this resolution."

12. To consider and if thought fit, to pass, with or without modification(s), the following Resolution as an ORDINARY RESOLUTION:

"RESOLVED THAT, subject to the approval of applicable authority(ies), if any, as may be required, and pursuant to the provisions of Sections 198, 269, 309, 310, 311 and other applicable provisions, if any, of the Companies Act, 1956, ("the Act"), read with Schedule XIII of the Act, approval of the Company be and is hereby accorded to the appointment of Mr. Madhavan Menon as Managing Director, for a period of three years with effect from 1st May 2009 to 30th April 2012 upon and subject to the terms and conditions including remuneration as set out in the draft agreement to be entered into between the Company and Mr. Madhavan Menon, with liberty to the Board of Directors to alter and vary the terms and conditions of the said appointment and/or remuneration and/or agreement so as, subject to the approval of the Central Government, not to exceed the limits specified the Companies Act, 1956 including any statutory modification(s) or re-enactment thereof, for the time being in force or any amendments and/or modification(s) that may hereafter be made thereto by the Central Government in that behalf from time to time or any amendments thereto as may be agreed to between the Board and Mr. Madhavan Menon;

RESOLVED FURTHER THAT the Board of Directors be and is hereby authorised to accept such modification/s in the terms and conditions, which the Central Government may direct, if so required, and as is/are acceptable to the Company and Mr. Madhavan Menon;

RESOLVED FURTHER THAT in the event in any financial year, the Company does not earn any profits or earns inadequate profits as contemplated under the provisions of Schedule XIII to the Act, unless otherwise approved by the Central Government, the remuneration shall be paid as per the monetary ceiling prescribed in Schedule XIII of the Act or any re-enactment thereof;

RESOLVED FURTHER THAT, the Board of Directors of the Company be and is hereby authorised to do all such acts, deeds, matters and things as may be considered necessary or desirable to give effect to this resolution."

13. To consider and if thought fit, to pass, with or without modification(s), the following Resolution as a SPECIAL RESOLUTION:

"RESOLVED THAT, pursuant to the provisions of Section 309 and other applicable provisions of the Companies Act, 1956 and Article 121 of the Articles of Association of the Company and subject to such other approvals of applicable authority(ies), if any, as may be required, consent of the Company be and is hereby accorded to the payment and distribution of sum not exceeding 1% per annum of the net profits of the Company calculated in accordance with the provisions of Sections 198, 349, and 350 of the Companies Act, 1956 by way of commission to and amongst the Directors of the Company (other than the Managing Director, Whole-time Directors) in such amounts or proportions and in such manner and in all respects as may be determined by the Board of Directors from time to time and such payments shall be made for the Accounting Year ending 2009 and subsequent four Accounting Years of the Company."

BY ORDER OF THE BOARD

R. R. KENKARE

President & Head – Legal & Company Secretary

Registered Office:

Thomas Cook Building,

Dr. D. N. Road, Fort, Mumbai 400 001

Dated: 27th February 2009

NOTES:

1. A MEMBER ENTITLED TO ATTEND AND VOTE IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND PROXY NEED NOT BE A MEMBER OF THE COMPANY. Proxy form, in order to be valid, should be lodged with the Company at its registered office at least 48 hours before the scheduled time of the meeting.
2. The Register of Members and the Share Transfer Register of the Company will remain closed from Tuesday, 26th May 2009 to Thursday, 28th May 2009 (both days inclusive).
3. The Dividend when declared, will be payable to those shareholders of the Company, holding shares in physical form, whose names appear on the Register of Members on Thursday, 28th May 2009 and to those shareholders of the Company, holding shares in electronic form, whose names appear on the Benpos (Beneficiary Position) download of Monday, 25th May 2009.
4. Members desirous of obtaining any information concerning the accounts and operations of the Company are requested to address their queries in writing to the Company Secretary at least ten (10) days before the date of the Meeting, so that the information required may be made available at the meeting.
5. Members are requested to bring the attendance slips alongwith their copies of the Report and accounts to the meeting. As a measure of economy, copies of the annual report will not be distributed at the Annual General Meeting.
6. Members holding shares in physical form are requested to notify/send the following to the Company's Registrar and Share Transfer Agents to facilitate better service:
 - (i) any change in their address/ mandate/ bank details
 - (ii) particulars of their bank account in case the same have not been sent earlier, and,
 - (iii) share certificate(s) held in multiple accounts in identical names or joint accounts in the same order of names for consolidation of such shareholdings into one account.
7. Members holding shares in electronic form may please note that their bank details as furnished by the respective Depositories to the Company will be printed on the Dividend Warrants as per the applicable regulations of the Depository. The Company will not act on any direct request from such members for change/deletion in such bank details. Further, instructions if any, already given by them in respect of shares held in physical form will not be automatically applicable to the dividend paid on shares held in electronic form. Members may, therefore, give instructions regarding bank accounts in which they wish to receive dividend, to their Depository Participants immediately.
8. Members may please note that pursuant to the provisions of Section 205(A)(5) of the Companies Act, 1956, dividend for the financial year 2002 and thereafter, which remains unclaimed for a period of 7 years will be transferred by the Company to the Investor Education and Protection Fund (IEPF) established by the Central Government pursuant to Section 205C of the Companies Act, 1956, as and when the same falls due for such transfer. Members who have not encashed their dividend warrants for the financial year 2002 or thereafter are requested to write to the Company's Registrars and Transfer Agents.

All Unclaimed Dividend remaining unpaid/unclaimed for the financial year ended 31st December 2000 has been transferred and for the financial period 31st October 2001, will be transferred by April 2009 to the Investor Education and Protection Fund.

Members are requested to note that no claim shall lie against the Company or the said Fund in respect of any amounts which are unclaimed and unpaid for a period of seven years from the dates that they first become due for payment and no payment shall be made in respect of any such claims.
9. Nomination facility for shares is available for members. The prescribed format is attached and can be obtained from the Company's Registrars and Share Transfer Agents, M/s. TSR DARASHAW LIMITED, 6-10, Haji Moosa Patrawala Indl. Estate, 20, Dr. E. Moses Road, Mahalaxmi, Mumbai – 400 011.
10. Mr. Dilip De, Mr. Vinayak K. Purohit and Mr. Manny Fontenla-Novoa retire by rotation and are eligible for re-appointment at the Annual General Meeting.

Brief résumés of the Directors being appointed/re-appointed are included in the Corporate Governance Report forming a part of the Annual Report, except for Mr. Heinrich-Ludger Heuberg and Mr. Madhavan Menon, whose résumés are appended below.

Brief profile of Mr. Heinrich-Ludger Heuberg

Mr. Heinrich-Ludger Heuberg, aged 50, is Chief Financial Officer (CFO) Continental Europe at Thomas Cook Group plc since July 2008. As CFO he is responsible for the Group's finance in Continental Europe. Mr. Heuberg is also Director of Finance and Personnel on the Management Board at Thomas Cook AG.

After completing his period of study and obtaining a degree in Business Management at Westfälische Wilhelms-University in Munster, Germany, Mr. Heuberg started his professional career in 1985 as a trainee at the micro-electronic centre of the Robert Bosch Group in Reutlingen, Germany. In 1986 he was appointed to the position of head of the commercial director's office at Bosch. A mere two years later, he became head of department with responsibility for reporting and divisional controlling. He was then put in charge of company controlling and reporting in 1989.

1991 saw Mr. Heuberg move to Werner & Pfleiderer GmbH in Stuttgart, a Krupp subsidiary, where he was appointed as commercial director of the plastics engineering division. Two years later, he moved on to Rheinmetall AG in Dusseldorf to set up and manage a corporate development and central controlling division at the Company.

Between 1996 and 1998, Mr. Heuberg worked as finance director at the quoted Mauser Waldeck AG, Chairman of the management board at Mauser Office GmbH in Korbach, Germany and executive manager at Rheinmetall AG. February 1998 saw him appointed as finance director at Kolbenschmidt Pierburg AG in Dusseldorf, a company quoted in the M-dax.

Mr. Heuberg moved to Lufthansa Cargo AG in March 2002, where he was made management board member in charge of the Company's personnel and finance activities.

With effect from 1st January 2004, he was appointed to the position of Director of Finance and Personnel on the Management Board at Thomas Cook AG in Oberursel, Germany. On 19th June 2007, Mr. Heuberg became Chief Financial Officer at Thomas Cook Group plc and was in charge of finance, controlling and portfolio management.

On 1st July 2008, Mr. Heuberg returned to Oberursel for private reasons to resume the position of CFO Continental Europe. Furthermore, he is member of the Group Executive Board.

He was appointed on the Board of Thomas Cook (India) Limited w.e.f. 27th February 2009.

Mr. Heinrich-Ludger Heuberg does not hold any shares in the Company. He also does not hold any Directorship or Committee Memberships of any other Company in India.

Brief profile of Mr. Madhavan Menon

Mr. Madhavan Menon, (B.A. (Business), Georgetown University, USA., MBA, Finance & International Business, George Washington University, USA), born on 12th February 1955, was appointed as an Additional and Executive Director - Foreign Exchange for 3 years with effect from 1st May 2000 to 30th April 2003, re-appointed for a further period of 3 years w.e.f. 1st May 2003 to 30th April 2006. He was appointed as the Managing Director of Thomas Cook (India) Limited (TCIL) with effect from 27th April 2006 and has been recently re-appointed by the Board for a further term of three years w.e.f. 1st May 2009.

He has a total experience of over 30 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.

His responsibilities in TCIL include achievement of planned revenues through business development and growth.

Mr. Menon holds 2000 (two thousand) shares in the Company. As on 31st December 2008, he is a member of the Share Transfer & Shareholders'/ Investors' Grievance Committee and Sub-Committee of the Board of the Company. His Directorship and Committee Memberships of other Companies in India, as on 31st December 2008, are as follows:

Name of Body Corporate/ Firm	Position	Committee Memberships	
		Committee	Position
Travel Corporation (India) Limited	Director	Sub-Committee	Member
Thomas Cook Insurance Services (India) Limited	Director	None	N.A.
Thomas Cook Tours Limited	Director	None	N.A.
Indian Horizon Travel & Tours Limited	Director	None	N.A.
Cedar Management Consulting Private Limited	Director	None	N.A.

EXPLANATORY STATEMENT

As required under Section 173(2) of the Companies Act, 1956, the Explanatory Statement sets out all the material facts concerning the Special Business referred to in the accompanying Notice dated 27th February 2009.

Item No. 8

Dr. Angus Porter was appointed as an Additional Director on the Board of Directors at the Board Meeting held on 29th July 2008. As Additional Director he holds office upto the date of the ensuing Annual General Meeting of the Company. The Company has received notice in writing under Section 257 of the Companies Act, 1956, from certain member proposing his candidature for the office of a Director liable to retire by rotation.

The Directors recommend the passing of the Ordinary Resolution.

No Director other than Dr. Angus Porter may be considered to be concerned or interested in the above.

Item No. 9

Mr. Heinrich-Ludger Heuberg was appointed as an Additional Director on the Board of Directors at the Board Meeting held on 27th February 2009. As Additional Director he holds office upto the date of the ensuing Annual General Meeting of the Company. The Company has received notice in writing under Section 257 of the Companies Act, 1956, from certain member proposing his candidature for the office of a Director liable to retire by rotation.

The Directors recommend the passing of the Ordinary Resolution.

No Director other than Mr. Heinrich-Ludger Heuberg may be considered to be concerned or interested in the above.

Item Nos. 10 & 11

Mr. Rakshit Desai was appointed as an Additional Director on the Board of Directors by a Circular Resolution passed on 25th November 2008. As an Additional Director, Mr. Desai holds office upto the date of the ensuing Annual General Meeting of the Company. The Company has received notice in writing and deposit of Rs. 500/- under Section 257 of the Companies Act, 1956, from a member proposing his candidature for the office of a Director liable to retire by rotation. By the Circular Resolution, Mr. Desai was

also appointed as Executive Director – Travel Services of the Company for a period of two years with effect from 25th November 2008 to 24th November 2010 subject to the approval of the Central Government and subject to such other approvals of applicable authority(ies), if any, and of the members in the ensuing general meeting, on the terms and conditions and remuneration as set out herein below.

REMUNERATION:

Salary:

An Indian Rupee equivalent to sterling pound one lakh (£100,000/-) per annum or as may be decided by the Board from time to time, i.e. in the scale of Rs.6 lakh to Rs.9 lakh (Rupees Six Lakh to Rupees Nine Lakh only) per month subject to such annual increments as the Board may determine and approve.

Other allowance:

Restricted to an amount equivalent to Mr. Desai's Annual Basic Salary.

Special Allowance:

Payable on a monthly/annual basis, as the Board may in its sole and absolute discretion determine.

Performance Bonus:

Payable at the sole and absolute discretion of the Board and subject to performance being found satisfactory by the Board. The amount will be calculated per the Company's Bonus Scheme for Directors and will not exceed 200% of Annual Basic Salary.

Perquisites:

In addition to salary and performance bonus, Mr. Desai shall be entitled to the following perquisites as per the rules of the Company, which shall include:

- i. *Housing:* The Company shall provide a four bedroom residential accommodation to Mr. Desai, within reasonable commuting distance from the office. The Company shall bear all rental costs, security deposit and local taxes, subject to the same not exceeding Rupees seventy-five lakh per annum. The provision of residential accommodation by the Company to Mr. Desai is however conditional upon his continuing in employment with the Company as Whole-time Director and the use and occupation of the same by Mr. Desai shall cease immediately upon his ceasing to be in the employment of the Company as Whole-time Director for any reason whatsoever;
- ii. *Car:* Mr. Desai and his family shall be entitled to the use of a suitable air-conditioned car (i.e. C class Mercedes, BMW 3 series or Audi A4) and all expenses for the maintenance, running and upkeep of such car, subject to the same not exceeding Rupees eighteen lakh, fifty thousand per annum;
- iii. *Telephone:* Mr. Desai shall be entitled to the use of a telephone (company owned telephone line) at his residence, fax machine, and mobile phone, the rent, call charges (including payments for local calls and long distance official calls) and all other outgoings (excluding personal long distance calls) in respect thereof being paid by the Company;
- iv. *Club Fees:* The Company will provide Mr. Desai and his family, membership at a suitable club and will pay for entry and subscription fees;
- v. *Medical Insurance:* A suitable group health medical insurance policy, covering hospitalization of Mr. Desai and his family, whilst Mr. Desai is in the employment of the Company as per the Company policy;
- vi. Personal Accident Insurance for Mr. Desai as per the Company policy;
- vii. *Health Check Up:* The Company shall bear the cost of an Annual Comprehensive Health checkup for Mr. Desai;
- viii. *Executive Travel Concession:* Mr. Desai shall be entitled to an Indian Rupee equivalent to £15,000/- each calendar year, in accordance with the policy of the Company;
- ix. *Education Allowance:* The Company will assist in the provision of schooling for Mr. Desai's children contributing to any fees incurred to provide a suitable level of education. For any child at school age, the Company will contribute the Indian Rupee equivalent of £15,000 per annum with a further Indian Rupees equivalent of £3,000 made available per annum for any child of pre-school age. Both these payments are to cover school fees and any necessary educational expenses and will be paid directly by the Company to the relevant organisation against receipt of an invoice;
- x. Mr. Desai and each of his family members will be entitled to three business class return tickets each, between India and the UK every financial year;
- xi. *Familiarization Visit:* At the Company's cost, Mr. Desai and his family, will be entitled to a one week visit to Mumbai. During such visit, a relocation agency will be made available by the Company, at its cost, to assist Mr. Desai in familiarizing himself with the city and locating suitable schools and residential accommodation;
- xii. *Relocation Expenses:* Reimbursement of reasonable cost to relocate Mr. Desai, his family and personal belongings and effects from UK to Mumbai when taking up his appointment as Whole-time Director of the Company, and back to the UK from Mumbai upon expiry or earlier termination of the Service Agreement;
- xiii. Any other benefit/perquisite as may be determined by the Board at its discretion from time to time.

Benefits and Amenities:

The following shall not be included for the purpose of computation of remuneration or perquisites as aforesaid:

- i. Company's contribution to Provident Fund as per Company's rules to the extent this is not taxable under the Income-tax Act, 1961;
- ii. Gratuity as per Company's rules;
- iii. Familiarization and Relocation Expenses;
- iv. Telephone; and
- v. Medical Insurance and Health Check up.

The expression "family" used in the Service Agreement, shall mean Mr. Desai's spouse and dependent children below the age of 21 years.

All payments to Mr. Desai pursuant to the Service Agreement, will be calculated in Indian Rupees equivalent to UK Pounds, at the average yearly exchange rate of 1GBP = INR 81.29.

Annual Leave:

Mr. Desai will be entitled to Annual Leave of 30 days. Administration of this Leave will be in accordance with the Rules and Regulations of the Company.

Other Terms:

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

- (a) the total remuneration and perquisites payable by the Company to Mr. Desai, including salary, performance bonus and perquisites as aforesaid shall be subject to, unless otherwise approved by the Central Government, the overall ceiling on managerial remuneration prescribed in the Act. 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.
- (b) where in any financial year during the tenure of Mr. Desai's employment as Whole-time Director with the Company, the Company has no profits or its profits are inadequate, unless otherwise approved by the Members of the Company and Central Government, the remuneration payable by the Company to Mr. Desai shall be subject to the applicable provisions of the Act or any other applicable law or enactment for the time being in force.
- (c) the Board of Directors may increase, augment and/or enhance or vary the remuneration agreed to be paid from time to time to Mr. Desai subject to and in accordance with the applicable provisions of the Act and/or the Guidelines for Managerial Remuneration, or approval, issued by the Central Government or other appropriate authority in that behalf as in force and as amended from time to time.

Income-tax, if any, on or in respect of the entire salary and remuneration payable to Mr. Desai shall be borne and paid by him.

Save as aforesaid, Mr. Desai shall not be entitled to any other payment, benefit or perquisite, whether by way of salary, remuneration, compensation, sitting fees for attending meetings of the Board or otherwise, for or in respect or by virtue of his employment with the Company as a Whole-time Director.

Mr. Desai shall not, so long as he functions as Whole-time Director of the Company, engage or become interested or otherwise concerned, directly or indirectly, in any other business, employment or occupation. Further, he shall not, so long as he functions as a Whole-time Director of the Company, become interested or otherwise connected directly or through his wife, sons or unmarried daughters in any selling agency of the Company without the prior approval of the Board.

Mr. Desai shall not, during his tenure as Whole-time Director, or at any time thereafter, without the prior consent in writing, of the Board in that behalf, divulge or disclose to any person whomsoever or make any use whatever for his own or for any other purpose any information or knowledge obtained by him during his tenure as Whole-time Director as to the business or affairs of the Company, or as to any operations or activities or methods or trade secrets or finances or other confidential information of the Company or any of its subsidiaries, associates or affiliate companies or clients and shall use his best endeavours to prevent any other person from doing so. Provided however that, any such divulgence or disclosure by Mr. Desai to the officers and employees of the Company to the extent required for the proper performance of his duties as Whole-time Director shall not be deemed to be a contravention of this clause.

Mr. Desai shall, as long as he continues to hold the office of Whole-time Director, be liable to retire by rotation and if, for any reason whatsoever, he ceases to be in the employment of the Company as Whole-time Director, he shall ipso facto 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.

The directors recommend passing of the Ordinary Resolutions.

None of the Directors other than Mr. Rakshit Desai may be considered to be concerned or interested in the proposed resolutions.

The agreement entered into between the Company and Mr. Rakshit Desai is available for inspection to the members at the Registered Office of the Company at any time between 11.00 a.m. and 1.00 p.m. on any working day of the Company except Saturday, Sunday and Holidays upto the date of the Annual General Meeting.

Item No. 12

The members may be aware that the Board of Directors of the Company at the meeting held on 27th February 2009 had, on recommendation of the Recruitment & Remuneration Committee, approved the appointment of Mr. Madhavan Menon as a Managing Director for a period of three years commencing from 1st May 2009 to 30th April 2012 subject to such approvals of authority(ies), if

any, (including that of the Central Government), as may be applicable and required, on the terms and conditions and remuneration as set out herein below.

REMUNERATION:

Salary:

In the scale of Rs.3,50,000/- to Rs.5,50,000/- (Rupees Three Lakhs Fifty Thousand to Rupees Five Lakhs Fifty Thousand Only) per month subject to such annual increments as the Board may in its absolute discretion determine and approve.

Performance Bonus:

Bonus as the Board may in its absolute discretion determine and approve linked to Mr. Menon's performance as Managing Director.

Perquisites:

Perquisites together with utilities such as medical reimbursement, leave travel allowance for himself and his family, club fees and the like in accordance with the rules of the Company for the time being in force or as agreed to by the Board. The total value of all such perquisites shall be restricted to an amount not exceeding Mr. Menon's annual salary for the time being.

"Family" for determining the leave travel allowance shall mean Mr. Menon, his wife and dependent children upto the age of 21 years.

Accommodation:

Accommodation (furnished or otherwise) as per the Company's policy in this regard or House Rent Allowance in lieu thereof; house maintenance expenses, society charges and the like relating thereto on actual basis.

Medical Insurance:

Medical Hospitalisation Insurance (Mediclaim) for Mr. Menon and his family comprising his wife and 2 dependent children upto the age of 21 (Twenty One) years and Personal Accident Insurance of Mr. Menon only as per the Company's Policy for the time being in force.

Mr. Menon will also be entitled to undergo an Annual Comprehensive Health Check-up, the cost of which will be borne by the Company.

The value of such Insurance and cost of Health Check Up shall not be included in the computation of the ceiling on the remuneration or perquisites aforesaid.

Use of Car and Telephone:

1. Provision for reimbursement calculated for one car.
2. Telephone at residence on a company owned telephone line, fax machine, and mobile phone (including payments for local calls and long distance official calls) shall not be included in the computation of perquisites for purpose of calculating the ceiling on the remuneration or perquisites aforesaid.

Retirement Benefits:

Company's contribution to Provident Fund as per the Employees Provident Funds and Miscellaneous Provisions Act, 1952 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.

Annual Leave:

Mr. Menon will be entitled to Annual Leave of 30 days. Administration of this Leave will be in accordance with the Rules and Regulations of the Company for the time being in force.

Other Terms:

The Company shall be entitled, if it considers it necessary for the protection of its business interests, trade secrets and confidential information, to require of Mr. Menon that he shall not, for a period of twelve months from the termination of the Service 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, organisation 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 he 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 twelve months.

Notwithstanding anything herein contained, it is expressly agreed and understood that the total remuneration of Mr. Menon as Managing Director including salary, performance bonus and perquisites as aforesaid shall not, unless otherwise approved by the Central Government, exceed the limits prescribed in the said Act.

If in any financial year during the term of Mr. Menon's employment as Managing Director, the Company does not earn any profits or the profits earned are inadequate then, unless otherwise approved by the Central Government, the remuneration shall be paid as per the monetary ceiling prescribed in Schedule XIII to the said Act.

Notwithstanding anything herein contained, the Board may increase, amend or vary the remuneration agreed to be paid from time to time by the Company to Mr. Menon in accordance with the provisions of the said Act and/or the Guidelines for Managerial Remuneration issued by the Central Government or other appropriate authority in that behalf in force and as amended from time to time.

Income-tax, if any, on or in respect of the entire remuneration payable to Mr. Menon shall be borne and paid by him.

Mr. Menon shall not, so long as he functions as the Managing Director, be paid any fees for attending the meetings of the Board or any Committee thereof.

Notwithstanding anything to the contrary herein contained or implied:

- (a) The Company shall be entitled to terminate the Service Agreement at any time by giving Mr. Menon six month's prior notice in writing in that regard without assigning any reason or upon payment to Mr. Menon of the Basic Salary payable to him for a period of six month's in lieu of such notice, save and except in the case of change of ownership/management control.
- (b) Mr. Menon shall be entitled to terminate the Service Agreement at any time by giving to the Company six month's prior notice in writing in that regard without assigning any reason.

Mr. Menon shall not, as long as he continues to hold the office of the Managing Director, be liable to retire by rotation. Upon the expiry or earlier termination of the Service Agreement, Mr. Menon shall cease to be in the employment of the Company as Managing Director, whereupon, he shall ipso facto cease to be a Director of the Company and/or any subsidiary company/ affiliate/ associate of the Company, as the case may be.

The Board of Directors, therefore, recommend the passing of the Ordinary Resolution contained in Item No. 12 of the accompanying Notice.

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

Item No. 13

The Company' business activities and operations and the nature and scope thereof have and continue to grow at very substantial rate. Consequently the burden of responsibility of the Board of Directors has also continued to increase.

The Directors, therefore, recommend that it would be fit and proper to compensate the Non-Executive Directors for the benefit of their guidance and advice and expertise and the time devoted and sacrificed by them for the business of the Company. Article 121 of the Company empowers the Company to pay such commission to the Non- Executive Directors of the Company. The Directors therefore recommend the payment of a commission at a rate of not more than one percent of the net profits of the Company for the relevant Accounting Year/s. The earlier approval given by the Members of the Company was valid upto 31st December 2008.

The Directors, therefore, recommend adoption of the Special Resolution in Item No. 13 for the purpose, in accordance with Section 309 and other applicable provisions, if any, of the Companies Act, 1956.

All Directors of the Company except Mr. Madhavan Menon, Mr. Vinayak K. Purohit and Mr. Rakshit Desai may be considered to be interested in passing the Resolution.

BY ORDER OF THE BOARD

R. R. KENKARE

President & Head – Legal & Company Secretary

Registered Office:

Thomas Cook Building,
Dr. D. N. Road, Fort, Mumbai 400 001
Dated: 27th February 2009

CORPORATE INFORMATION

BOARD OF DIRECTORS

Udayan Bose (Non-Executive Chairman)
Manny Fontenla-Novoa (Non-Executive Director)
Heinrich-Ludger Heuberg (Additional & Non-Executive Director)
Dr. Angus Porter (Additional & Non-Executive Director)
Dr. Juergen Bueser (Non-Executive Director)
Roland Zeh (Non-Executive Director)
Hoshang Shavaksha Billimoria (Non-Executive Independent Director)
A. V. Rajwade (Non-Executive Independent Director)
Dilip K. De (Non-Executive Independent Director)
Madhavan Menon (Managing Director)
Vinayak K. Purohit (Executive Director – Finance)
Rakshit Desai (Additional & Executive Director – Travel Services)

COMPANY SECRETARY

R. R. Kenkare (President & Head – Legal & Company Secretary)

AUDITORS:

Lovelock & Lewes

PRINCIPAL BANKERS:

State Bank of India
ICICI Bank Limited
HDFC Bank Limited
IDBI Bank Limited
Deutsche Bank
Standard Chartered Bank
The Hongkong and Shanghai Banking Corporation Limited

REGISTRARS AND SHARE TRANSFER AGENTS:

M/s. TSR Darashaw Limited
6-10, Haji Moosa Patrawala Industrial Estate
20, Dr. E. Moses Road, Mahalaxmi
Mumbai – 400 011
Phone: 0091-22-6656 8484
Fax: 0091-22-6656 8494/ 0091-22-6656 8496
Email: csg-unit@tsrdarashaw.com
Website: www.tsrdarashaw.com

REGISTERED OFFICE:

Thomas Cook Building
Dr. D. N. Road, Fort,
Mumbai – 400 001, INDIA
Phone: 0091-22-6609 1700/ 0091-22-6160 3333
Fax: 0091-22-2287 1069/ 0091-22-6609 1454
Email: shareddept@in.thomascook.com
Website: www.thomascook.in

CALL CENTRE:

Toll-Free Nos. (from BSNL & MTNL lines)
1800-20-99-100/ 1-800-22-COOK (2665)
Alternate No. (from any phone): 0091-22-67 68 69 70
Fax: 0091-22-2529 1196
Email: support@thomascook.in
SMS: COOK to 567 6700

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