

DRAFT LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

CON/CO/FA&CS/Corp.Gov./98/

Dated:

[Name and Address]

Dear Shri/Smt.

This has reference to the letter no [.....] dated [.....] from Railway Board, Ministry of Railways communicating your nomination as Non-Official Part-Time Director (Independent Director) on the Board of Container Corporation of India Ltd. (CONCOR / the Company).

Under Schedule IV read with Section 149(8) of the Companies Act 2013, the appointment of Independent Directors shall be formalized through a letter of appointment. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment as Director

The Board of Directors have appointed you on the Board of Directors of CONCOR, which will be subject to approval of the Shareholders at the next Annual General Meeting.

Under the provisions of the Companies Act 2013, the appointment is for a period of years with effect from until further orders, whichever is earlier.

Your relationship with the Company is that of an office-holder and not one of contract for employment in the Company. Your appointment is also subject to the maximum permissible directorships that one can hold as per the provisions of the Companies Act, 2013 and the SEBI (Listing Obligations & Disclosure Requirements) Regulations 2015 (SEBI LODR Regulation) as amended from time to time. The term Independent Director should be construed as defined under the Companies Act, 2013 and the SEBI LODR Regulations and applicable Government Guidelines from time to time.

2. Nomination to Committees

Your appointment on Board Committee(s) will be done by the Board of Directors of the Company and will be subject to the applicable regulatory provisions.

3. The Role, Duties and Responsibilities

Your role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013, the SEBI (LODR) Regulations and DPE Guidelines on Corporate Governance which, inter alia, include:

- Bringing an independent judgment to the Board's deliberations. Taking proper and sufficient care in the preparation of the Financial Statements, following accounting standards, selecting accounting policies, maintaining adequate accounting records, laying down internal financial controls, meeting the criteria of an independent director in relation to a company.
- Acting in accordance with the articles of the company, acting in good faith in order to promote the objects of the company, exercising duties with due and reasonable care, skill and diligence, exercising independent judgment without direct or indirect interest that conflicts with the interest of the company, not achieving any undue gain or advantage etc.,

4. Commitment of Time

As an Independent Director you are expected to bring objectivity and independence of view to the Board's discussions in relation to the Company's strategy, performance, and risk management and other spheres to ensure high standards of financial probity and corporate governance. The Board and Audit Committee meets at least four times in a year. In addition, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee and Corporate Social Responsibility and other Committee meetings which will be held periodically. You will be expected to attend Board and other Committee meetings in which you are a member and to devote such time as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held at Delhi and/or at such other place as may be decided.

5. Remuneration

Independent Directors are presently being paid a sitting fee of Rs.40,000/- for each of the Board and Audit & Ethics Committee meetings and Rs.30,000/- for other Committee meetings attended subject to applicable taxes. The Company will bear incidental expenses incurred in your role as a Director for attending the Board / Committee meetings such as travel expenses, stay expenses etc., or the Company will reimburse you for all reasonable and properly-documented expenses incurred for official engagements, training, etc.

6. Advice for the Company

In case of an occasion when you consider seeking independent professional advice, you may consult independent advisers at the Company's expense, on any matter connected with the discharge of your responsibilities as a Director. Copies of this advice must be made available to, and for the benefit of, all Board members.

7. Company Policies & Disclosures

As a Director of the Company you will be expected to act at all times in accordance with the provisions of applicable corporate regulations and comply with the Company's corporate policies and procedures that relate to your role as a Director covering corporate governance, code of conduct, insider trading regulations, etc. To enable compliance with the same, you are required to comply with and make applicable disclosures related to and/or which might affect your role as a Director. These, inter alia, include:

- A general notice of interest in any contracts with a particular person, firm or company.
- Giving notice to the Board of any relevant or material personal interest or conflict in relation to the affairs or business of the Company if the same is not covered in general notice.
- Details of directorships / committee memberships and changes therein. Disclosures and compliance with The Code of Conduct for Board Members and Senior Management Personnel and company's Code of Conduct for Regulating and Reporting Trading by Insiders and for Fair Disclosures 2015.
- Code of Conduct for Independent Directors under Companies Act, 2013.

8. Familiarisation programme for Independent Directors

In respect of above, CONCOR shall follow a structured program for your training to allow you to understand and get updated on the business and operations of the Company, roles, rights, responsibilities in the company, nature of the industry, etc. on a continuous basis. The company would undertake / sponsor training program for Board Members. As a member of the Board / committee, you would endeavour to participate in such Familiarisation Programmes.

9. Confidentiality

You will be in possession of confidential information about the Company and its affairs. You may only use that information in the proper performance of your duties or as required by law; you must not use it to gain advantage for yourself or others, or to the detriment of the Company.

10. Evaluation

The evaluation of the performance of the Board as a whole, Board Committees and its Director(s) as may be required will be carried out in accordance with the Government guidelines and other applicable provisions under relevant regulations/Laws from time to time.

11. Cessation of office

You may resign from your position at any time and should you wish to do so, you are requested to serve a written notice stating the reasons for resignation. Your appointment may also be terminated in accordance with the provisions of the Companies Act 2013 on certain specified occasions & will be subject to any further order by the Administrative ministry.

12. The Governing Law

This letter will be governed and interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as a Non-Official Part-Time Director (Independent Director) of CONCOR, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

A summary of the above stated terms & conditions shall be posted on the company's website.

Yours sincerely
For and on behalf of Container Corporation of India Ltd.

(.....)
Chairman & Managing Director

I hereby acknowledge receipt of and accept the terms set out in this letter.	
Signature	:
Name	:
DIN	:
Date	: