

July 23, 2014

To

Mr. Sharad Upasani  
412, Shalaka Housing Society,  
Maharshi Karve Road,  
Mumbai – 400 021

**BLUE DART**

EXPRESS LIMITED

Blue Dart Centre, Sahar Airport Road  
Andheri (East), Mumbai - 400 099, India  
Tel.: 2839 6444 Fax: 2831 1184  
CIN : L61074MH1991PLC061074  
www.bluedart.com  
communications@bluedart.com



**Re: Your appointment as the Independent Director of Blue Dart Express Limited**

Dear Sir,

We are glad to inform you that the Board of Directors ("**Board**") of Blue Dart Express Limited ("**Company**"), on the recommendation of its Nomination and Remuneration Committee ("**Committee**"), has approved your appointment as the Independent Director of the Company, on the terms and conditions contained herein.

**A. Preliminary**

Your appointment is subject to the following:

1. Approval of the shareholders of the Company in their General Meeting.
2. You consented to act as a Director of the Company in accordance with the Companies Act, 2013 and the rules made thereunder (collectively, the "**Act**").
3. A declaration from you, submitted at your 1st Board meeting that you meet the criteria of independence as set out at **Annexure-1** hereto ("**Declaration**").
4. You have been allotted a Director's Identification Number.
5. The number of Companies in which you hold office as an Independent Director or a Chairman or Committee member does not exceed the limit stipulated by the equity listing agreement.
6. You are not disqualified to act as a director pursuant to the provisions of section 164 of the Act.
7. You are not holding office as a director or any other office in a competing firm/entity.
8. Compliance of the other provisions of the Act and the equity listing agreement, if any.

The image shows two handwritten marks. On the left is a stylized signature, and on the right is a set of initials or a mark consisting of a horizontal line with a small upward curve at the end.

**B. Term**

1. Your appointment is for an initial term of Five (5) years commencing from July 23, 2014 (AGM DATE) ("**Initial Term**"), [subject/pursuant] to the approval of the shareholders of the Company at their general meeting, and unless terminated earlier in accordance with the articles of association of the Company or applicable law.

**C. Committees**

You are also appointed to the following Committees of the Board:

- (a) Audit Committee
- (b) Nomination and Remuneration Committee.
- (c) Corporate Social Responsibility Committee

**D. Duties and Responsibilities**

1. You will abide by the duties and responsibilities set out at **Annexure-2** hereto, as stipulated by applicable law.
2. You will not hold office as a director or any other office in a competing firm/entity.
3. You will abide by the Code of Conduct and the Code of Business Ethics of the Company.
4. While you are entitled to a training program, as set out below, you are expected to stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an independent director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial and legal and corporate governance practices.
5. The management expects its independent directors to:
  - (i) take decisions objectively and solely in the interests of the Company;




- (ii) facilitate Company's adherence to high standards of ethics and corporate behavior;
- (iii) facilitate existence of appropriate risk management/regulatory compliance policies;
- (iv) guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;
- (v) guide the Board in monitoring and managing potential conflicts of interest of management, Board members and shareholders, including misuse of corporate assets and abuse in related party transactions;
- (vi) guide the Board in ensuring the integrity of the Company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards;
- (vii) act on a fully informed basis, in good faith, with due diligence and care, and in the best interest of the Company and the shareholders; and
- (viii) comply with his/her duties and obligations under applicable law, particularly the Act and the equity listing agreement.

**E. Performance Evaluation**

Your reappointment or extension of term and your remuneration will be recommended by the Nomination and Remuneration Committee to the Board, pursuant to the performance evaluation carried out by the Board.

**F. Remuneration**

1. Your annual remuneration will be as under:
  - (a) Sitting fees of Rs. 20,000 (Rupees Twenty Thousand) for each meeting of the Board and its Committees or higher as prescribed by the Board of from time to time.



(b) a commission for each year as may be decided by Board of Directors and as per provision of the Companies Act, 2013, payable at the end of each financial year.

2. Pursuant to applicable law, you will not be entitled to any stock options.

**G. Insurance**

1. Directors of Company are covered under the Global Insurance Policy coverage of Company's Parent Group viz; DPDHL.

**H. Training**

1. You will be entitled to the benefit of a training program to familiarize you with the business and affairs of the Company, growth plans, the peculiarities of the industry in which the Company operates, its goals and expectations and long term plans and objectives.

2. Such training program will also apprise you of your roles and responsibilities, expectations from the Board and senior management, your fiduciary duties and liabilities, and the Company's Code of Conduct and the Code of Business Ethics.

**I. Miscellaneous**

1. You recognize that you could have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its business(es) including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), ("**Confidential Information**").

You undertake to use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or subpoena or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.



2. This letter and any dispute or claim arising out of, or in connection with it construed in accordance with and be governed by the laws of India. The courts of Mumbai alone and no other courts shall have the jurisdiction to entertain and try any disputes arising from and out of the provisions of this letter.
3. This letter may be signed by facsimile or in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.
4. Mr. Sharad Upasani shall not take up directorship with any of the Competitor Companies for the period of three years from the date of separation as an Independent Director of the Company.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

**Yours faithfully,**

**Blue Dart Express Limited**



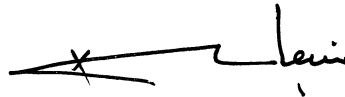
**Suresh Sheth**

**Director**

DIN. no - 00089981

**Yours faithfully,**

**Blue Dart Express Limited**



**Malcolm Monteiro**

**Director**

DIN. no - 00089757

**Agreed and Accepted**



**Sharad Upasani**

**Director**

DIN. no - 01739334

## Annexure 1

### Criteria of Independence

You are expected to meet the following criteria:

1. You are person of integrity and possess relevant expertise and experience.
2. You are not or have never been a promoter of the Company or its holding, subsidiary or associate company.
3. You are not related to promoters or directors in the Company, its holding, subsidiary or associate company.
4. You do not have or never had any pecuniary relationship with the Company, its holding, subsidiary or associate company, or their promoters, or directors, during the 2 immediately preceding financial years or during the current financial year.
5. None of your relatives have or have had pecuniary relationship or transaction with the Company, its holding, subsidiary or associate company, or their promoters, or directors, amounting to 2% more of its gross turnover or total income or Rs. 50,00,000 or such higher amount as may be prescribed, whichever is lower, during the 2 immediately preceding financial years or during the current financial year.
6. Neither you nor any of your relatives:
  - (a) hold or have held the position of a key managerial personnel or is or have been an employee of the Company or its holding, subsidiary or associate company in any of the 3 financial years immediately preceding the financial year in which you are proposed to be appointed.
  - (b) are or have been an employee or proprietor or a partner, in any of the 3 financial years immediately preceding the financial year in which you are proposed to be appointed, of:
    - (i) a firm of auditors or company secretaries in practice or cost auditors of the Company or its holding, subsidiary or associate company; or
    - (ii) any legal or a consulting firm that has or had any transaction with the Company, its holding, subsidiary or associate company amounting to 10% or more of the gross turnover of such firm;



- (c) hold together with your relatives, 2% or more of the total voting power of the Company;
  - (d) are a Chief Executive or a director, by whatever name called, of any non-profit organisation that receives 25% or more of its receipts from the Company, any of its promoters, directors or its holding, subsidiary or associate company or that holds 2% or more of the total voting power of the Company; or
  - (e) are a material supplier, service provider or customer or a lessor or lessee of the Company.
7. You are not less than 21 years of age.



## Annexure 2

### Duties and Responsibilities

Your duties, and responsibilities are as under:

1. Uphold ethical standards of integrity and probity.
2. Act objectively and constructively while exercising your duties.
3. Exercise your responsibilities in a bona fide manner in the interest of the Company.
4. Devote sufficient time and attention to your professional obligations for informed and balanced decision making.
5. Not allow any extraneous considerations that will vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making.
6. Not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person.
7. Refrain from any action that would lead to loss of your independence.
8. Where circumstances arise which make you lose your independence, you must immediately inform the Board accordingly.
9. Assist the Company in implementing the best corporate governance practices.
10. Assist in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct.
11. Bring an objective view in the evaluation of the performance of Board and management.
12. Scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.

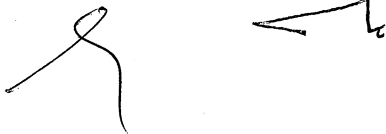




13. Satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible.
14. Safeguard the interests of all stakeholders, particularly the minority shareholders.
15. Balance the conflicting interest of the stakeholders.
16. Determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management.
17. Moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.
18. Undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company.
19. Seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company.
20. Strive to attend all meetings of the Board and of the Board committees of which you are a member.
21. Participate constructively and actively in the committees of the Board in which you are chairpersons or members.
22. Strive to attend the general meetings of the Company.
23. Where you have concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that your concerns are recorded in the minutes of the Board meeting.
24. Keep yourself well informed about the Company and the external environment in which it operates.
25. Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board.



26. Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of the Company.
27. Ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use.
28. Report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy.
29. Acting within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees.
30. Not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.



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