



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AS 362523

ADDENDUM EMPLOYMENT AGREEMENT

This Agreement is an Addendum to the Employment Agreement dated October 1, 2020 (hereinafter the Addendum Agreement) made on the July 16, 2024.

Between

Suraksha Diagnostic Limited an existing Company within the meaning of Section 2(20) of the Companies Act, 2013 and having its Registered Office at Plot No DG-12/1, Action Area 1D Premises No 02-0327, New Town, Rajarhat, Kolkata-700156, West Bengal, India, (hereinafter called "the Company") of the First part

And

Dr. Somnath Chatterjee aged 64 years, Indian inhabitant, presently residing at BE-366 Salt Lake City, Sector-I, Near Kwalitiy Bus Stop, Bidhannagar (M), AE Market, Dist- North 24 Pargana, Kolkata-700064, West Bengal (hereinafter called the "Joint Managing Director") of the Other Part



4134 Value 1001 - 16 JUL 2024
Date.....
Sold to..... *Suratsha Diagnostic Ltd,*
Address..... *New Town,*
Vendor Sign..... *Kolkata - 700156*

Sarmistha Chatterjee Mukherjee
Govt. Lince Stamp Vendor
3ealdah Civil Court, Kol-14



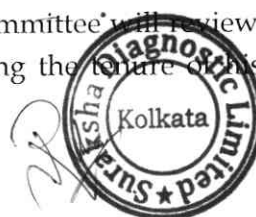
WHEREAS subject to the approval of the members in an annual general meeting at their meeting held on July 18, 2024 the Board of Directors, pursuant to the powers conferred upon it under the Articles of Association of the Company and as per the provisions of Section 203 of the Companies Act, 2013, has by the resolution passed at its meeting held on July 16, 2024 appointed **Dr. Somnath Chatterjee** as the Joint Managing Director of the Company with effect from July 16, 2024 upon such terms and conditions as to remuneration and perquisites, etc. as specified in the said resolution.

Now therefore this Addendum Agreement records the fresh tenure of the Joint Managing Director and the remuneration payable during the tenure as follows:

1. The Company hereby appoints Dr. Somnath Chatterjee as, Joint Managing Director and he agrees to act as a Joint Managing Director with effect from July 16, 2024 for 5 years.
2. He shall hold the said office of Joint Managing Director commencing on and from July 16, 2024. This Addendum Agreement may be renewed upon mutually agreed terms subject to the approval of Members in the General Meeting of the Company.
3. Subject to the provisions of Sections 198 of the Companies Act, 2013 read with Schedule V of the Companies Act, 2013, the Company shall, in consideration of his services to the Company, pay him during the continuance of this agreement the following remuneration:-
 - a) Salary: Dr. Somnath Chatterjee will be paid a fixed salary of ₹18,00,000/- (INR Eighteen Lacs only) per month inclusive of all benefits and perquisites, for a period of 5 years;
 - b) Apart from the above, he shall be eligible for the following amenities:
 - (i) Conveyance facilities – The Company shall provide suitable vehicle to the JMD. All the repairs, maintenance and running expenses including driver's salary shall be borne / reimbursed by the Company;
 - (ii) Telephone internet and other communication facilities – The Company shall provide telephone, mobile, internet and other communication facilities at the JMD's residence. All the expenses incurred shall be paid or reimbursed as per the rules of the Company;
 - c) he shall be entitled to be paid / reimbursed by the Company all costs, charges & expenses including entertainment expenses as may be reasonably incurred by him for the purpose of or on behalf of the Company to such ceiling as may be decided by the Board.



4. JMD shall exercise and perform such powers and duties as the Board may from time to time determine and subject to any directions and restrictions given and imposed by the Board, shall look after overall affairs of the Company and such aspects of the business of the Company which are assigned to him by the Board and perform the duties that may be delegated to him from time to time, subject to the overall supervision and control of the Board.
5. JMD shall devote his full time, attention and abilities to manage the business of the Company and shall use his best endeavour to promote its interest and welfare.
6. **Other Terms:**
 - a) he shall be liable to retire by rotation in accordance with the provisions of Section 152 of the Act;
 - b) JMD shall not during the continuance of his tenure or at any time thereafter divulge or disclose to any person whomsoever or make any use whatever for his own or for whatever purpose, of any confidential information or knowledge obtained by him during his tenure as to the business or affairs of the company or as to any trade secrets or secret processes of the company and shall during the continuance of his employment hereunder also use his best endeavours to prevent any other person from doing so;
 - c) So long as he discharges his functions of JMD, he shall not be paid any fees for attending the meetings of the Board or any Committee(s) thereof of the Company;
 - d) Subject as aforesaid, he shall be governed by such other Rules as are applicable to the Senior Executives of the Company from time to time;
 - e) For the purposes of Gratuity, Provident Fund, Superannuation and other like benefits, if any, the service of Dr. Somnath Chatterjee. JMD will be considered as continuous service with the Company from the date of his joining the Company; and
 - f) The appointment of Dr. Somnath Chatterjee as JMD may be terminated by the Company or by Dr. Somnath Chatterjee by giving a 90 days' notice in writing to the other or by payment of salary in lieu thereof.
 - g) His terms and conditions of the appointment and/or remuneration may be varied/alterd by the Board/ Nomination Remuneration Committee in such manner as may be mutually agreed between the Board and Dr. Somnath Chatterjee subject to applicable provisions of the Companies Act, 2013.
 - h) The Nomination and Remuneration Committee will review and recommend the remuneration payable to him during the tenure of his appointment as and when required.



- i) Notwithstanding anything herein, where in any financial year, during the currency of his tenure as the Joint Managing Director, the Company has no profit or its profits are inadequate, the Company will pay him remuneration by way of salary and perquisites specified above, subject to the approval of shareholders in the General Meeting and such other approvals, required if any.
- j) He will not be paid any sitting fees for attending the meeting of the Board of Directors or Committee thereof from the date of his appointment.
- k) All other terms as mentioned in the Employment Agreement dated October 01, 2020 shall remain unaltered except to the extent as amended above and other terms as may be approved/varied by the Board of Directors or Members of the Company at their respective meetings from time to time.

IN WITNESS WHEREOF the parties hereunto have set their hand the day and year first hereinabove written.


SIGNED AND DELIVERED by
For Suraksha Diagnostic Limited



Ritu Mittal
Joint Managing Director and Chief Executive Officer
DIN- 00165886



Accepted by:



Dr. Somnath Chatterjee

Date: 16-07-2024

Place: Kolkata