



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AS 362524

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

Ritu Mittal aged 50 years, Indian inhabitant, presently residing at 3A, Bright Street, Park Circus Avenue, Ballygunge, Kolkata - 700 019, West Bengal, India. (hereinafter called the "Joint Managing Director and Chief Executive Officer") of the Other Part.



4138

16 JUL 2024

No. Value 100/-

Date

Sold to.....

Address.....

Vendor Sign.....

Suraksha Diagnostic Ltd.
New Town,
Kolkata - 700156

Marmista Chatterjee Mukherjee
Govt. Lince Stamp Vendor
Sealdah 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 **Ritu Mittal** as the Joint Managing Director and Chief Executive Officer 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 Chief Executive Officer and the remuneration payable during the tenure as follows:

1. The Company hereby appoints Ritu Mittal as the Joint Managing Director and Chief Executive Officer. Ritu Mittal agrees to act as a Joint Managing Director and Chief Executive Officer with effect from July 16, 2024.
2. She shall hold the said office of Joint Managing Director and Chief Executive Officer 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 her services to the Company, pay her during the continuance of this agreement the following remuneration:-
 - a) Salary: Ms. Ritu Mittal 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, she shall be eligible for the following amenities:
 - (i) Conveyance facilities - The Company shall provide suitable vehicle to the JMD & CEO. 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 & CEO's residence. All the expenses incurred shall be paid or reimbursed as per the rules of the Company;
 - c) She shall be entitled to be paid / reimbursed by the Company all costs, charges & expenses including entertainment expenses as may be reasonably incurred by her for the purpose of or on behalf of the Company subject to such ceiling as may be decided by the Board.
4. JMD & CEO shall subject to the overall supervision and control of the Board manage and oversee the business operations of the Company and shall also exercise and perform such powers and duties as the Board may from time to time determine.



and shall also do and perform all other acts and things which in the ordinary course of business she may consider necessary or proper or in the interest of the Company.

5. JMD & CEO shall devote her full time, attention and abilities to manage the business of the Company and shall use her best endeavour to promote its interest and welfare.
6. Other Terms:
 - a) she shall be liable to retire by rotation in accordance with the provisions of Section 152 of the Act;
 - b) JMD & CEO shall not during the continuance of her tenure or at any time thereafter divulge or disclose to any person whomsoever or make any use whatever for her own or for whatever purpose, of any confidential information or knowledge obtained by her during her 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 her employment hereunder also use her best endeavours to prevent any other person from doing so;
 - c) So long as she discharges her functions of JMD & CEO, she 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, she 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 Ms. Ritu Mittal, JMD & CEO will be considered as continuous service with the Company from the date of her joining the Company; and
 - f) The appointment of Ms. Ritu Mittal as JMD & CEO may be terminated by the Company or by Ms. Ritu Mittal by giving a 90 days' to the other or by payment of salary in lieu thereof.
7. Her 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 Ritu Mittal subject to applicable provisions of the Companies Act, 2013.
8. The Nomination and Remuneration Committee will review and recommend the remuneration payable to her during the tenure of her appointment as and when required.
9. Notwithstanding anything herein, where in any financial year, during the currency of her tenure as the Joint Managing Director and Chief Executive Officer, the Company has no profit or its profits are inadequate, the Company will pay her 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.



10. She will not be paid any sitting fees for attending the meeting of the Board of Directors or Committee thereof from the date of her appointment.
11. 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


Dr. Somnath Chatterjee
Joint Managing Director
DIN: 00137075



Accepted by:


Ritu Mittal

Date: 16-07-2024

Place: Kolkata