

THIS SUPPLEMENTAL AGREEMENT is made on this 8th day of June, 2021

BETWEEN

TITAGARH WAGONS LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and existing within the meaning of the provisions of the Companies Act, 2013 (hereinafter referred to as '**the Company**') and having its registered office at 756, Anandapur, E.M. Bypass, Kolkata - 700107 of the **First Part**;

AND

SHRI SUDIPTA MUKHERJEE, son of Shri Shyamal Kumar Mukherjee resident of 137A Karunamoyee Debi Road, P.O Talpukur, Barrackpore, Kolkata- 700123 aged about 46 years, as Whole-time Director of the Company [hereinafter referred to as 'the WTD'] of the **Second Part**;

WHEREAS:

- A) By an Agreement dated 15th May, 2019 (hereinafter referred to as the Original Agreement) annexed hereto and marked as Annexure "A", the Company has appointed Shri Sudipta Mukherjee as Whole-time Director on and from 15th May, 2019 on terms and conditions set forth in the Original Agreement; and

- B) Pursuant to the decision of Nomination & Remuneration Committee; review by the Audit Committee at their meetings held on 7th June, 2021 and final approval of the Board at its meeting held on 8th June, 2021, change in the remuneration of the WTD w.e.f. 1st June, 2021 provided herein below is hereby recorded.

NOW THIS SUPPLEMENTAL AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) The revised components of the fixed remuneration of the WTD shall be as follows:

REMUNERATION

The Company shall pay to the WTD during the continuance of this agreement in consideration of the performance of his duties the following remuneration:

- A. Basic pay: Rs. 1,35,988/- (Rupees One lakh thirty five thousand nine hundred eighty eight only) per month as Basic pay
- B. Special Allowance: Rs. 1,15,796/- (Rupees One lakh fifteen thousand seven hundred ninety six only), Conveyance allowance: Rs. 27,198/- (Rupees Twenty seven thousand one hundred ninety eight only) per month and Medical Allowance: Rs. 12,919/- (Rupees Twelve thousand nine hundred ninety nine only) per month.
- C. **Perquisites / Benefits :**
- i) Furnished accommodation in lieu of HRA; if no accommodation is provided, House Rent Allowance @ 50% of Basic pay per month;
 - ii) Medical: Premium for medical insurance coverage as per the Company's policy.
 - iii) Reimbursement of Car running expenses incurred for the Company's business at actual not exceeding: Rs. 36,000/- per month;
 - iv) Leave travel / Leave encashment: As per the Rules of the Company. At present the amount is Rs. 1,35,988/- per annum, i.e. one month's basic pay;
 - v) Provision of mobile and telephone for official use;
 - vi) Personal Accident Insurance with an annual premium of an amount as per the Rules of the Company;
 - vii) Any other perquisite(s) or benefit(s) to be borne or reimbursed in accordance with the Rules of the Company. The perquisites/benefits shall be valued as per the Income Tax Act, 1961, wherever applicable and shall be limited to such amount as may be decided by the Board.
- D. He shall not receive any sitting fees for attending meetings of the Board of Directors and/or Committees thereof, as the case may be, of the Company.
- E. Reimbursement of actual entertainment and travelling expenses incurred by him for the Company's business; as per the Company's Rules for senior executives; on submission of supporting documents;

Minimum Remuneration

Where in any financial year during his tenure, the Company has no profits or its profits are inadequate, the Company will pay the above remuneration to WTD as the minimum remuneration or remuneration in accordance and compliance with the Schedule V of the Act.

The remuneration and perquisites specified herein will compensate the WTD for all the services rendered by him including any overtime under this Agreement.

The remuneration payable to the WTD as stated in this Agreement shall be deemed to include valuable consideration in respect of all the services rendered by the WTD as stated in this Agreement and the WTD hereby acknowledges and admits the adequacy and sufficiency of such consideration.

- 2) The Original Agreement read with this Supplemental Agreement shall together govern the terms and conditions of appointment and remuneration payable to Shri Sudipta Mukherjee as the WTD.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day, month and the year above written at Kolkata.

SIGNED AND DELIVERED by Shri Umesh Chowdhary,
Vice Chairman & Managing Director
For and on behalf of TITAGARH WAGONS LIMITED

In the presence of Shri Sumit Jaiswal, Company Secretary

SIGNED AND DELIVERED by the within named
SHRI SUDIPTA MUKHERJEE

In the presence of Ms. Priyanka Jaiswal