



ALFRED HERBERT (INDIA) LTD.

13/3, Strand Road, Kolkata - 700 001
Telephone : 2226 8619, 2264 0106
Fax : (033) 2229 9124
E-mail : kolkata@alfredherbert.com
Website : www.alfredherbert.co.in
CIN : L74999WB1919PLC003516

Bombay Stock Exchange Limited
The Corporate Relationship Department
1st Floor, New Trading Ring
Rotunda Building, P.J.Towers
Dalal Street
Mumbai -400 001

Dt. 24.05.2024

Dear Sirs,

SCRIP CODE: 505216

Sub: Appointment of Mr. Partha Pratim Das as Chief Executive Officer and Resignation of current Chief Executive Officer Mr. V. Matta of the Company

Pursuant to Regulation 30 read with para 7 of part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, this is to inform you that at the Board Meeting held on 24.05.2024, resignation of Mr. V Matta from the post of Chief Executive Officer of the company has been accepted with effect from 31.05.2024.

It is further informed that Mr. Partha Pratim Das has been appointed as the new Chief Executive Officer of the Company with effect from 01.06.2024.

This is for your kind record.

Yours faithfully,

For Alfred Herbert (India) Limited

Shobhana Sethi
Company Secretary & Chief Financial Officer

Vikram Matta

Brindavan Garden
Block A 5, Flat 4 A
98, Christopher Road
Kolkata 700 046.

Date: 29th February 2024

To
The Board of Directors
M/s. Alfred Herbert (India) Limited
13/3, Strand Road
Kolkata 700 001.

Sub: Resignation from the post of Chief Executive Officer (CEO)

Dear Sir / Madam,

This is to inform you that due to my preoccupations, I am not in a position to devote my time to the affairs of the Company, and thus hereby resign and tender my resignation as the CEO with effect from 31st May 2024 and request you to accept the same and relieve me from the duties as a CEO.

You are further requested to file the necessary form DIR-12 with the Registrar and forward one copy for my record.

Thanking you,

Sincerely,

V. Matta

Chief Executive Officer
PAN: ADMPPM4399R



ALFRED HERBERT (INDIA) LTD.

13/3, Strand Road, Kolkata - 700 001
Telephone : 2226 8619, 2264 0106
Fax : (033) 2229 9124
E-mail : kolkata@alfredherbert.com
Website : www.alfredherbert.co.in
CIN : L74999WB1919PLC003516

*** AGREEMENT FOR APPOINTMENT OF CHIEF EXECUTIVE OFFICER**

THIS AGREEMENT is made on the 30th day of May, Two Thousand Twenty-Four BETWEEN ALFRED HERBERT INDIA LIMITED [CIN: L74999WB1919PLC003516] having its Registered Office at 13/3 Strand Road, Kolkata 700 001 and governed by the Provisions of the Companies Act, 2013 [hereinafter called "the Company"] of the **ONE PART** and Mr ParthaPratim Das, aged about 54 years, resident of 43A Sankharitolla Street, Kolkata 700 014 [hereinafter called "Mr Das"] of the **OTHER PART**.

WHEREAS the Board of Directors of the Company as its meeting held on May 24, 2024, based on the recommendation of the Nomination and Remuneration Committee, has appointed Mr Das as the Chief Executive Officer of the Company with effect from June 1, 2024.

AND WHEREAS it is necessary to execute an Agreement for Appointment and Payment of Remuneration to Mr Das, in terms of the provisions of Section 152, 196, 197, 198 and 203 read with Schedule V and other applicable provisions of the Companies Act 2013.

NOW THESE PRESENT WITNESSETH AS UNDER:

Mr Das shall report to the Board of Directors of AHIL and shall work under the supervision and guidance given by the Board from time to time. The objective to grow the Company and its profitability and value to the greatest extent possible, minimising risk to May 31, 2029. This may be renewed mutually and ensuring the highest standards of governance and compliance with all laws and regulations at all times.

1. **Period of Appointment:** As Chief Executive Officer [CEO] with effect from June 1, 2024

2. **Remuneration:**

2.1 **Basic Salary:**

Rs.65,000/-[Rupees Sixty-five Thousand only] per month with such Annual Increment/Increase from time to time as may be recommended by the Nomination and Remuneration Committee and approved by the Board as it may deem fit. The revision in salary will take effect from April 1, every year or as the Board may decide based on the recommendation of the Nomination and Remuneration Committee.

2.2 **Special Allowance:**

Rs.42,500/-[Rupees Forty-two Thousand Five Hundred only] per month or such other amount as per Company's Policy in force from time to time or as may be recommended by the Nomination and Remuneration Committee and approved by the Board.

2.3 **Management Responsibility Allowance:**

Rs.25,000/- [Rupees Twenty-five Thousand only] per month or such other amount as per Company's Policy in force from time to time or as may be recommended by the Nomination and Remuneration Committee and approved by the Board.

2.4 Mr Das shall be paid Bonus payable quarterly for an amount of Rs.1,25,000/-or such other sum as may be decided by the Nomination and Remuneration Committee and may be approved by the Board of Directors from time to time.

AC



2.5 Other Allowances, Benefits and Perquisites:

In addition, Mr Das shall be entitled to the allowance, benefits and perquisites as mentioned hereinafter.

2.5.1 Leave Travel Allowance:

For self and family, once in a year, subject to maximum of Rs.98,000/- [Rupees Ninety-eight Thousand only] or such amount as may be recommended by the Nomination and Remuneration Committee and approved by the Board for each Financial Year.

2.5.2 Telephone:

Reimbursement of Telephone expenses for official purpose for an amount upto Rs.1,000/- [Rupees One Thousand only] per month.

2.5.3 Other Allowances:

Any other allowances, benefits and perquisites as the Board may decide from time to time based on the recommendation of the nomination and remuneration Committee and approved by the Board.

2.5.4 Motor Car, Fuel and Driver Reimbursement:

The Company shall reimburse fuel expenses upto a limit of Rs.10,000/- per month for Motor Car used for official purposes. The Driver reimbursement for such Motor Car shall be limited to a maximum of Rs.15,000/- per month.

3 JOB DESCRIPTION AND RESPONSIBILITY

- 3.1.1 As CEO of AHIL you need to review and ensure the safe custody of all important documents/records of AHIL Group. This would include all Property Papers, Accounts and Statutory Records, List of Litigations with all supporting details, Income Tax, GST, Customer Records and all other relevant records with respect to Government Body and Compliance regarding requirements by AHIL. In addition to the above a comprehensive list of all documents including Statutory Records shall be kept in your custody and some parts of the Records should be digitised for protection and ease of action virtually.
- 3.1.2 You shall be responsible for all Statutory Compliance in respect of all laws and regulations including different Authorities like Income Tax, Goods and Service Tax, SEBI, RBI and other Statutory Bodies.
- 3.1.3 You shall be responsible for overview of AHIL's Accounting thoroughly including relevant Accounting Standards. Further, you shall also be responsible for Circulars and MIS Reporting and to ensure the use of optimum technology and if necessary develop a comprehensive management information system. You are also responsible for preparing the Budget every year optimising cost wherever possible and ensure that the realisation of income is maximised and meets the Budget.
- 3.1.4 You shall maintain the Investment Portfolio of AHIL, ensure the timely analysis of the Returns of different class of Investment by AHIL, obtain and track performance and evaluate opportunities to maximise dues for the Company.

A



- 3.1.5 You shall be responsible for taking steps to ensure that the new building that has been constructed at 13/3 Strand Road, let out and incomes maximised apart from maintained properly including evaluation and appointment of Maintenance Agencies so that the building is maintained as a State-of-the-Art building.
 - 3.1.6 You will take care of all ongoing Litigations of AHIL and ensure timely co-ordination with Lawyers and other legal statutes which are applicable for such Litigations.
 - 3.1.7 You shall be responsible in drafting respective Agreements, mainly Maintenance and other Agreements with the Occupants of the respective floors and ensure that the working of the different Maintenance Agencies are reviewed thoroughly on a periodic basis to ensure proper and top class maintenance with safety to the highest standards at being maintained.
 - 3.1.8 You will be responsible for operations of all Bank Accounts and Demat Accounts that are maintained by the Company and to ensure timely compliance including KYC, FATCA etc. regularly.
 - 3.1.9 You are to ensure that all Assets of AHIL are transactable at all times to ensure that complete documentation to set system for Annual Valuation, ensure payment of necessary Taxes, convert to Freehold property wherever not already done, carry out regular physical inspection and to evaluate the valuation of the property and give suggestion in case AHIL needs to exit any such property. You shall also advice the different new avenues for increasing the revenue from Investment in both movable and immovable properties so as to maximise the returns of AHIL across all assets.
 - 3.1.10 You shall generally look after the the management of the affairs of the Company subject to the overall superintendence, control and directions of the Board of the Company. The Board may from time to time shall entrust you with such powers exercisable by the Board as they think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they may think proper, which shall be exercised by you diligently, in the best interest of the Company.
- 4 During the continuance of the employment, you shall not enter into any other service or employment. Any process, discovery, invention or patent acquired by you in the course of your employment, will belong to the Company.
 - 5 You shall abide by the Rules and Regulations of the Company as are in force at the moment or as may be in force from time to time and will carry out the duties in the best interest of the Company as well as in the most efficient manner as directed by the Management.
 - 6 You shall not disclose to anyone, particulars or details of our business strategies, security arrangement, and administrative/official and/or organizational matters of a confidential or secret nature which he may come to know by virtue of being in the employment of the Company.
 - 7 In all matters not specifically provided for herein, you shall be governed subject to Rules and Regulations of the Company as may be in force from time to time at the place where he may be working.
 - 8 Your services are subject to termination by either party at any time by giving three [3] months' notice in writing or on payment of equivalent salary in lieu thereof.

H

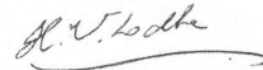


9. Your services are liable to be terminated without any notice in case of any breach on his part of any of the Terms and Conditions mentioned herein above.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day, month and year first above written.

The Common Seal of ALFRED HERBERT INDIA LIMITED has hereunto been affixed pursuant to the Resolution passed by the Board of Directors of the Company at its meeting held on May 24, 2024 and in presence of Mr VikramMatta:

For ALFRED HERBERT (INDIA) LIMITED

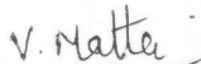


Harsh Vardhan Lodha
Director
DIN:00394094



WITNESS;

In presence of:



Mr VikramMatta

98 Christopher Road
Kolkata 700 046

Accepted
Partha Pratim Das
30/5/2024