

SURAKSHA ASSET RECONSTRUCTION LIMITED

Policy on Prevention of Sexual Harassment of Women at the Workplace¹

1. Introduction:

- 1.1 Suraksha Asset Reconstruction Limited ('the Company') believes that all employees have the right to be treated with equality, honour and dignity and deserve a safe and conducive work environment, free of sexual harassment of any nature.
- 1.2 This "Policy on Prevention of Sexual Harassment of Women" ('the Policy') has been adopted to provide a safe and secure work environment for women, to prohibit, prevent and deter instances of sexual harassment at the workplace and to provide for procedure and mechanism redressal of complaints pertaining to sexual harassment.
- 1.3 This Policy should be read in conjunction with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, as amended from time to time ("the said Act").

2. Scope & Effective Date:

- 2.1 This Policy extends to all classes of employees of the Company and is deemed to be incorporated in the service conditions of all employees and comes into effect immediately.
- 2.2 "Sexual Harassment" includes one or more of the following unwelcome acts or behaviour (whether directly or by implication), namely;
 - i. Physical contacts or advances; or
 - ii. A demand or request for sexual favours; or
 - iii. Making sexually coloured remarks; or
 - iv. Showing pornography; or
 - v. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.
- 2.3 The following circumstances, among other circumstances, if it occurs or is present in relation to or connected with any act or behaviour of sexual harassment may amount to sexual harassment:-
 - i. Implied or explicit promise of preferential treatment in her employment; or
 - ii. Implied or explicit threat of detrimental treatment in her employment; or
 - iii. Implied or explicit threat about her present or future employment status; or

¹ Approved at the BM held on 27.6.2019. Revision of ICC on 4.1.2022

- iv. Interference with her work or creating an intimidating or offensive or hostile work environment for her; or
- v. Humiliating treatment likely to affect her health or safety.

- 2.4 This Policy will be applicable to all allegations of Sexual Harassment by an Employee against another Employee, irrespective of whether Sexual Harassment is alleged to have taken place within or outside the Company's office premises.
- 2.5 Unless otherwise specified, the various terms referred to in this Policy (whether capitalized or not) shall have the same meaning as assigned to them under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

3. Constitution of Internal Complaints Committee:

- 3.1 An Internal Complaints Committee ("ICC") shall be constituted by the Company at Mumbai to take cognizance and redress/inquire complaints of Sexual Harassment. The composition of the Committee is as follows:-

Sl. No.	Post of Committee Members	Employee Name	Designation
1.	Presiding Officer	Ms. Chitral Vasant	Sr. Manager
2.	Member	Ms. Dipanjali Nagpal	Company Secretary
3.	Member	Mr. Suresh Bansal	President
4.	Member	Mrs. Darshna Mehta	External Member

*In case of cessation of services of any committee member the MD & CEO of the Company shall reconstitute the ICC.

- 3.2 A quorum of 3 members is required to be present for the proceedings to take place. The quorum shall include the President, at least two members; one of them shall be a woman member.
- 3.3 The President and every member of the ICC shall have maximum term of 3 years.

4. Powers of ICC:

The ICC shall have the same powers as are vested in civil court under the Code of Civil Procedure, 1908 when making an inquiry into any complaint in respect of the following matters, namely:-

- (a) Summoning and enforcing the attendance of any person and examining him/her on oath;
- (b) Requiring the discovery and production of documents; and
- (c) Any other matter which may be prescribed.

5. Removal of Members of the ICC:

The President/Members of the ICC shall be removed in case he/she;

- 5.1 Contravenes the provision of section 16 of the said Act²;
- 5.2 Has been convicted for an offence or an inquiry into an offence under any law for the time being in force is pending against him/her; or
- 5.3 Has been found guilty in any disciplinary proceedings or a disciplinary proceeding is pending against him/her; or
- 5.4 Has so abused his/her position as to render his/her continuance in office prejudicial to the public interest;

Where ever a member has been removed from the ICC, a fresh nomination shall be made in accordance with provision of Section 4 of the Act to fill up the vacancy.

6. Redressal Process:

- 6.1 Any Aggrieved may make, in writing, a complaint of Sexual Harassment at workplace to the ICC, within a period of three months from the date of incident and in case of a series of incidents, within a period of three months from the date of last incident.
- 6.2 Where such complaint cannot be made in writing, the President or the member shall render all reasonable assistance to the Aggrieved for making the complaint in writing.
- 6.3 The ICC may, for the reasons recorded in writing, extend the time limit not exceeding three months, if it is satisfied that the circumstances were such which prevented the Aggrieved from filing a complaint within such period.
- 6.4 Where the Aggrieved is unable to make a complaint on account of her physical or mental incapacity or death or otherwise, her legal heir or such other person as may be prescribed may make a complaint under this provision.

² Section 16 given in Annexure-I

- 6.5 The Committee upon receipt of Complaint shall try to settle the issue / case between Complainant and Respondent through conciliation before the enquiry of the case, in accordance with the provisions of Section 10 of the Act.
- 6.6 In case a settlement is arrived between the Complainant and the Respondent, the ICC shall record the settlement so arrived and forward the same to the Company, marked to the attention of the MD & CEO to take action as specified in the settlement.
- 6.7 The ICC shall provide the copies of the settlement recorded to the Complainant and Respondent.
- 6.8 Where a settlement is arrived at, no further inquiry shall be conducted by the ICC.

7. Inquiry Process:

- 7.1 In case the settlement is not arrived by conciliation, ICC shall immediately proceed with the Inquiry and communicate the same to the Complainant and Respondent.
- 7.2 The ICC shall prepare and hand over the Statement of Allegation to the Respondent and give him / her opportunity to submit a written explanation if she / he so desires within 7 days of receipt of the same.
- 7.3 The Complainant shall be provided with a copy of the written explanation submitted by the Respondent.
- 7.4 If the Complainant or the Respondent desires any witness/es to be examined, they shall communicate in writing to the ICC the names of witness/es that they propose to call.
- 7.5 If the Complainant desires to tender any documents by way of evidence before the ICC, she/he shall supply original copies of such documents. Similarly, if the Respondent desires to tender any documents in evidence before the ICC he/she shall supply original copies of such documents. Both shall affix his/her signature on the respective documents to certify these to be original copies.
- 7.6 The ICC shall call upon all witnesses mentioned by both the parties.
- 7.7 The ICC shall provide every reasonable opportunity to the Complainant and Respondent, for putting forward and defending their respective case.
- 7.8 The ICC shall complete the "Inquiry" within a period of 60 days and communicate its findings and its recommendations for action to the Managing Director & CEO of the Company without any prejudice or bias within 10 days from completion of inquiry.
- 7.9 The report of the ICC shall be treated as an Inquiry Report on the basis of which an erring employee can be awarded appropriate punishment straightaway.

8. Decisions of ICC:

- 8.1 In case ICC arrives at the finding that allegations are not proved it shall recommend to the MD & CEO of the Company that no action is required to be taken in the matter.
- 8.2 In case ICC arrives at the finding that allegation against the Respondent has been proved it shall recommend to MD and CEO of the Company for suitable action as deemed fit for the matter leading to termination of the service of the employee.
- 8.3 ICC may also propose to deduct, notwithstanding anything in the service rules applicable to the Respondent, from the salary or wages of the respondent such sum as it may consider appropriate to be paid to the Aggrieved or to her legal heirs, as it may determine, in accordance with the provisions of Section 13 (ii) read with Sec 15 of the said Act.
- 8.4 However, in case the company is unable to make such deduction from the salary of the Respondent due to his being absent from duty or cessation of employment, it may direct to the Respondent to pay such sum to the aggrieved. Further, in case Respondent fails to pay the sum referred in the foregoing clause, the ICC may forward the order for recovery of the sum as an arrear of land revenue to the concerned District Officer.

9. False Allegation / Evidences:

- 9.1 Where the ICC arrives at a conclusion that the allegation against the Respondent is malicious or the Aggrieved or any other person making the complaint has made the complaint knowing it to be false or the Aggrieved Employee or any other person making the complaint has produced any forged or misleading document, ICC may recommend to MD and CEO of the Company to take action against the Complainant in accordance with the service rules.
- 9.2 However, a mere inability to substantiate a complaint or provide adequate proof need not attract action against the Complainant referred to in clause 9.1 above.
- 9.3 The malicious intent on part of the Complainant needs to be established after an inquiry in accordance with the procedure prescribed, before any action is recommended.

10. Other points to be considered:

- 10.1 During the pendency of an inquiry, on a written request made by the Aggrieved, the ICC may recommend the MD & CEO of the Company to:-
 - (a) Transfer the aggrieved or the respondent to any other workplace; or
 - (b) Grant leave to the aggrieved up to a period of three months (in addition to the leave she would be otherwise entitled; or

(c) Grant such other relief to the aggrieved as may be prescribed;

10.2 The ICC may recommend to the Managing Director & CEO of the Company, action which may include transfer or any of the other appropriate disciplinary action leading to termination of services also.

10.3 The management of the Company shall provide all necessary assistance for the purpose of ensuring absolute, effective and speedy implementation of this Policy.

10.4 Where Sexual Harassment occurs as a result of an act or omission by any third party or outsider, TPC (Third party consultant) shall take all steps necessary and reasonable to assist the affected person in terms of support and preventive action.

10.5 The ICC will analyze and put up report on all complaints of this nature at the end of the year for submission to Managing Director & CEO of the Company.

10.6 Where such conduct, on the part of the accused, amounts to a specific offence under the law, the Company shall initiate appropriate action in accordance with law by making a complaint with the police or other appropriate authority.

11. Confidentiality:

11.1 The Company understands that it is difficult for the Aggrieved to come forward with a complaint of sexual harassment and recognizes the need to keep the matter confidential throughout the investigatory process to the extent practicable and appropriate under the circumstances.

11.2 All records of complaints, including contents of meetings, results of investigations and other relevant material will be kept confidential by the Company except where disclosure is required under disciplinary or other remedial processes.

12. Protection to the Aggrieved:

12.1 The Company is committed to ensuring that no employee who brings forward a harassment concern is subject to any form of reprisal. Any reprisal will be subject to disciplinary action. The Company will ensure that the victim or witnesses are not victimized or discriminated against while dealing with complaints of sexual harassment. However, anyone who abuses the procedure (for example, by maliciously putting an allegation knowing it to be untrue) will be subject to disciplinary action.

13. Conclusion:

13.1 The Company reiterates its commitment to providing its employees, a workplace free from harassment/ discrimination and where every employee is treated with dignity and respect.

Annexure-I

16. Prohibition of publication or making known contents of complaint and inquiry proceedings.—

Notwithstanding anything contained in the Right to Information Act, 2005 (22 of 2005), the contents of the complaint made under section 9, the identity and addresses of the aggrieved, respondent and witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the Internal Committee or the Local Committee, as the case may be, and the action taken by the employer or the District Officer under the provisions of this Act shall not be published, communicated or made known to the public, press and media in any manner: Provided that information may be disseminated regarding the justice secured to any victim of sexual harassment under this Act without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the aggrieved and witnesses.