



SEHAJ SYNERGY TECHNOLOGIES PRIVATE LIMITED

ANTI-SEXUAL HARASSMENT POLICY

**3rd Floor, Plot No. J 9/J 7/3, Opp. JVVNL Office, Bhagwan Marg Road, Swej Farm,
New Sanganer Road, Jaipur, RJ 302019**

Effective Date: 15.10.2021

Ramendra Singh




TABLE OF CONTENTS

1. OBJECTIVE.....	3
2. APPLICABILITY.....	3
3. MEANING OF SEXUAL HARASSMENT	4
4. INTERNAL COMMITTEE.....	7
5. FILING A COMPLAINT	7
6. REDRESSAL PROCEDURE.....	8
7. INTERIM MEASURES AND HANDLING OF MALICIOUS COMPLAINTS.....	10
8. APPEALS	11
9. CONFIDENTIALITY	11
10. NO RETALIATION	12
11. DUTIES AT THE WORKPLACE	12
12. NON-WAIVER OF STATUTORY RIGHTS	12
13. MAINTENANCE OF RECORDS AND ANNUAL REPORT.....	12
14. REVIEW AND AMENDMENT	13





SEHAJ SYNERGY TECHNOLOGIES PRIVATE LIMITED

ANTI-SEXUAL HARASSMENT POLICY

1. OBJECTIVE

- 1.1 **Sehaj Synergy Technologies Private Limited (“Company”)** recognizes that all employees are entitled to work in an environment that is free from discrimination, inappropriate or offensive conduct and harassment of any kind, including sexual harassment. Accordingly, the Company has formulated this Anti-Sexual Harassment Policy (“**Policy**”) as a part of its commitment to establishing and maintaining a safe and healthy work environment, with emphasis on respect, dignity and professionalism.
- 1.2 The objectives of this Policy are to:
- (a) discourage and prohibit inappropriate or offensive behavior at the workplace or while engaging in employment related activities;
 - (b) create awareness on the meaning of sexual harassment in order to enable employees to identify and report such incidents at the workplace; and
 - (c) establish a mechanism to resolve and redress complaints of sexual harassment.
- 1.3 The Company has a **zero-tolerance** approach to sexual harassment. All complaints and allegations will be taken seriously and investigated promptly. Any person found to be engaging in prohibited conduct shall be subject to disciplinary action.
- 1.4 This Policy takes cognizance of the **Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013** and the rules framed thereunder (“**POSH Act**”). Where this Policy is silent as to a particular matter, the procedures and actions prescribed under the POSH Act, shall apply.

2. APPLICABILITY

- 2.1 This Policy shall be applicable to all employees of the Company, regardless of gender.
- 2.2 For the purpose of this Policy,
-





- an “**employee**” includes any person employed by the Company for any purpose, including as a co- worker, contract worker, probationer, apprentice, or trainee or called by any other such name, whether:
 - (a) on a temporary, ad-hoc or daily wage basis;
 - (b) directly or through an agent, including a contractor (with or without the Company’s knowledge);
 - (c) for remuneration or not;
 - (d) working on a voluntary basis or otherwise; or
 - (e) the terms of employment are express or implied.
- 2.3 This Policy shall apply to all allegations of sexual harassment, whether such harassment is alleged to have occurred within the Company’s premises or outside, during the course of employment, including at any Company sponsored events, business trips, training sessions, conferences or any transportation provided by the Company for such events.
- 2.4 This Policy shall also apply with respect to allegations of sexual harassment by an employee against a third-party, if such harassment is alleged to have occurred on the Company’s premises or outside or during the course of engagement with such third- party.
- 3. MEANING OF SEXUAL HARASSMENT**
- 3.1 Sexual harassment shall mean any unwelcome act or behavior of sexual nature, whether directly or by implication, that may offend, humiliate or intimidate a person, including but not limited to the following:
- (a) physical contact and advances;
 - (b) demand or request for sexual favors;
 - (c) making sexually colored remarks;
 - (d) showing pornography; or
 - (e) any other unwelcome physical, verbal or non-verbal conduct of sexual nature.
- 3.2 Indicative examples of conduct that constitutes sexual harassment, are provided below:




4



Physical Conduct

- Eve-teasing, patting, pinching, stroking, kissing, hugging, fondling, or inappropriate/unwanted touching, impeding or blocking movements;
- physical violence, including sexual assault;
- inappropriate or indecent exposure of private body parts or “flashing” or repeated staring at a woman’s body parts;

Verbal Conduct

- Repeated pestering and unwanted invitations for dates or sexual intimacy;
- sexual comments, stories or jokes about a person’s appearance, body or clothing;
- making or threatening retaliation on any negative response to sexual advances or reporting or threatening to report sexual harassment;

Non-Verbal Conduct

- display of sexually explicit or suggestive material such as pictures, cartoons, calendars or posters;
- sending sexually explicit text messages or e-mails; and
- whistling, leering, stalking.

3.3 The following circumstances, *inter alia*, may also constitute sexual harassment if they occur or are present in relation to or are connected with any act or conduct of sexual harassment:

- (a) implied or explicit promise of preferential treatment in a person’s employment;
- (b) implied or explicit threat of detrimental treatment in a person’s employment;
- (c) implied or explicit threat about a person’s present or future employment status;
- (d) interference with a person’s work or creating an intimidating, offensive or hostile work environment; or
- (e) humiliating treatment likely to affect the health or safety of a person.




3.4 For the purposes of further clarity, sexual harassment also includes but is not limited to:

- (a) sexually suggestive comments about a person's clothing, body and/or sexual activities;
- (b) sexually provocative compliments about a person's clothes or the way their clothes fit;
- (c) comments of a sexual nature about weight, body shape, size, or figure; comments or questions about the sensuality of a person, or his or her spouse or significant other;
- (d) continuous idle chatter of a sexual nature and graphic sexual descriptions;
- (e) sexually derogatory comments or slurs;
- (f) verbal abuse or threats on negative response to sexual advances, sexual jokes, suggestive or insulting sounds such as whistling, wolf-calls, or kissing sounds;
- (g) provocative sexual gestures such as provocatively licking lips or teeth;
- (h) lewd gestures such as leering and ogling with suggestive overtones;
- (i) sexual innuendos;
- (j) cornering, impeding or blocking movement, or any physical interference in normal work or movement of the personnel;
- (k) touching that is inappropriate in the workplace such as patting, pinching, stroking or brushing up against the body, mauling, attempted or actual kissing or fondling;
- (l) assault, coerced sexual intercourse, attempted rape or rape;
- (m) gratuitous display of sexually explicit written or audio-visual materials like pornographic posters, cartoons, drawings, books or magazines;
- (n) transmission or display of offensive email, screen savers or pornographic computer images;
- (o) persistent unwanted attention: following or stalking behavior; and/or
- (p) un-wanted sexual advances that condition an employment benefit upon an exchange of sexual favors.



6

4. INTERNAL COMPLAINTS COMMITTEE

- 4.1 **Composition.** The board of directors of the Company shall constitute an Internal Complaints Committee (“ICC”), for investigating and resolving complaints of sexual harassment. The ICC shall consist of the following members, of which at least one-half of the total members shall be women.

Committee Members for POSH:

Chairperson / Presiding Officer	Head HR	Mrs. Anubhuti Vinod
Member	Female Employee	Mrs. Swati Garg
Member	Director	Mr. Vinod Jangid
Member	Female Employee	Ms. Arjoo Kumari
Member	External Member- Principal (Asha School, Jaipur)	Anuradha Goswami
Investigating Person	Sr. HR Executive	Ms. Roopam Bindal

The Company shall prominently display the names of the members of the ICC at the Company premises.

- 4.2 **Term.** The Presiding Officer and members of the ICC shall hold office for a period of 3 (three) years from the date of their appointment.

5. FILING A COMPLAINT

- 5.1 An aggrieved employee may file a complaint of sexual harassment at the workplace, with the ICC, within a period of 3 (three) months from the date of the incident and in case of a series of incidents, within a period of 3 (three) months from the date of the last incident. The ICC may, for reasons recorded in writing, extend the time period for filing a complaint up to a period of 3 (three) months, if it is of the opinion that circumstances existed which prevented the aggrieved employee from filing the complaint on time.
- 5.2 The complaint shall be in writing and may be addressed to any member of the ICC. However, if such complaint cannot be made in writing, the Presiding Officer or any member of the ICC, as the case may be, shall render all reasonable assistance to the aggrieved employee for making the complaint in writing.

Rambhawan



7

- 5.3 The complaint should, to the extent possible, be clear and concise and should not contain any statements that are incorrect or misleading. The following details should be set out in the complaint:
- (a) details of the alleged harasser (“**Respondent**”), including name, designation, reporting structure between Complainant and Respondent (such as whether the Respondent is a superior, subordinate or a colleague);
 - (b) details of the exact incident, including date, time and a list of witnesses present;
 - (c) description of the circumstances preceding and following the incident;
 - (d) a statement as to whether the Complainant requested the Respondent to desist from the unwelcome behavior;
 - (e) any documents or supporting evidence including relevant e-mails, screenshots of text messages, call details, photographs, video/audio recordings etc.; and
 - (f) the relief sought by the aggrieved employee from the Company.
- 5.4 If the aggrieved employee is unable to make a complaint on account of physical or mental incapacity or death, such other person including a relative, friend, co-worker or any person who has knowledge of the incident may, with the written consent of the aggrieved employee or his/her legal heir (as applicable), file the complaint (“**Complainant**”).
- 5.5 The Complainant shall submit **6 (six)** copies of the complaint to the ICC. The Complainant may approach any member of the ICC for assistance in making the complaint in writing.

6. REDRESSAL PROCEDURE

- 6.1 **Response Statement.** The ICC shall forward 1 (one) copy of the complaint received from the Complainant, to the Respondent, within 7 (seven) business days of receipt. The Respondent shall, within a period of 10 (ten) business days of receipt of the complaint, prepare and submit a response statement in writing, containing the following:
- (a) a response (by way of confirmation or denial) to the allegations and claims contained in the complaint;
 - (b) a summary of the Respondent’s defense; and
 - (c) documents and other evidence, including a list of witnesses, in support of the Respondent’s defense.




8



- 6.2 **Conciliation.** On receipt of the response statement, the ICC may, before initiating an inquiry and at the request of the Complainant, take steps to resolve the complaint informally through conciliation, provided that no monetary settlement shall be made as a basis of conciliation. Where a settlement is arrived at between the Complainant and the Respondent: (a) the ICC shall record such settlement and provide a copy of the same to each of the parties; and (b) no further inquiry shall be conducted by the ICC.
- 6.3 **Inquiry.** If no settlement has been arrived at through conciliation or the Complainant has not agreed to resolution of the complaint through conciliation, the ICC shall proceed to conduct an inquiry. In conducting the inquiry, a minimum of 3 (three) members of the ICC, including the Presiding Officer must be present. During the inquiry, the ICC shall:
- (a) review the documents, submissions and supporting evidence furnished by each party;
 - (b) request the parties to submit further documents, information or provide clarifications, as the ICC deems necessary;
 - (c) conduct oral hearings and provide each of the parties an opportunity to present their case. The parties shall not be permitted to bring a legal practitioner to represent them at any stage of the inquiry; and
 - (d) interview the witnesses provided by each party.
- 6.4 **Decision.**
- (a) The inquiry shall be completed within a period of 90 (ninety) days. In the event either party fails to be present at 3 (three) consecutive hearings or fails to cooperate in the inquiry process, the ICC may, after providing 15 (fifteen) days' advance notice to the parties, terminate the inquiry and pass an *ex-parte* decision on the complaint.
 - (b) The ICC shall prepare and present a report of its findings and decision to the board of directors of the Company and provide a copy of the report to each of the parties.
 - (c) If the ICC determines that the allegation against the Respondent has not been proved, it may issue a recommendation to the board of directors that no action is required to be taken in the matter.



9

- (d) If the ICC determines that the allegation against the Respondent has been proved, the ICC may recommend any action for sexual harassment as misconduct, including requiring a written apology, issuing a warning, reprimand or censure, withholding of promotion, withholding of pay rise or increments, terminating the Respondent from service or requiring the Respondent to undergo counseling sessions or carry out community service.
- (e) The recommendations of the ICC in the report shall be implemented by the board of directors of the Company within 60 (sixty) days of receipt of the report.

6.5 **Compensation.** Where the allegations against the Respondent have been proved, the ICC may recommend deduction from the salary or wages of the Respondent, such sum as it may consider appropriate to be paid to the aggrieved employee or to his/her legal heirs, as compensation. Such compensation shall be determined having regard to:

- (a) the mental trauma, pain, suffering and emotional distress caused to the aggrieved employee;
- (b) the loss in career opportunity due to the incident of sexual harassment;
- (c) medical expenses incurred by the aggrieved employee for physical or psychiatric treatment;
- (d) the income and financial status of the Respondent; and
- (e) feasibility of such payment in lump sum or in instalments.

6.6 **Action against Third-Parties.** If the inquiry reveals that a third-party, not employed by the Company has engaged in sexual harassment of an employee, the ICC shall recommend appropriate action to be taken by the Company against such third-party. If the conduct of the Respondent amounts to a specific offence punishable under the Indian Penal Code, 1860 or other law, the ICC shall recommend initiating action before the appropriate authority, in accordance with applicable law, and shall assist the Complainant in undertaking such action.

7. INTERIM MEASURES AND HANDLING OF MALICIOUS COMPLAINTS

7.1 During the pendency of an inquiry, at the written request of the Complainant, the ICC may recommend interim measures to the board of directors of the Company, such as:



10

- (a) transferring the aggrieved employee or the Respondent to any other workplace;
- (b) granting leave to the aggrieved employee, up to a period of 3 (three) months. The leave granted shall be in addition to any leave that the aggrieved employee may be entitled to under Company policies;
- (c) restraining the Respondent from managerial, supervisory or reporting roles in connection with the aggrieved employee and assigning the same to another employee; or
- (d) granting such other relief to the aggrieved employee as may be prescribed under applicable law.

7.2 Where, on completion of the inquiry, the ICC arrives at a conclusion that:

- (a) the allegation against the Respondent is malicious;
- (b) the aggrieved employee or the Complainant has made the complaint knowing it to be false; or
- (c) the Complainant or a witness has produced false evidence or forged or misleading documents,

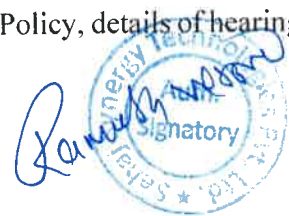
it may recommend to the board of directors to take such disciplinary action as may be prescribed by Company policies or under Clause 6.4(d) herein, against the Complainant or witness, as the case may be; provided that a mere inability to substantiate a complaint or provide adequate proof shall not attract action against the Complainant under this Clause.

8. APPEALS

Any person aggrieved by the decision or recommendations of the ICC or the non-implementation thereof, may within a period of 90 (ninety) days of receipt of the decision or recommendations, prefer an appeal to the appellate authority notified by the State Government under Industrial Employment (Standing Orders) Act, 1946.

9. CONFIDENTIALITY

In the interest of protecting the confidentiality of the parties, encouraging the reporting of incidents of sexual harassment, and protecting the reputation of any person wrongfully accused of sexual harassment, all complaints filed under this Policy, details of hearings and



11



SSTPL

records maintained in connection therewith shall be kept strictly confidential. The Company shall not release information concerning a complaint to anyone not involved in the investigation of the complaint. The Company shall be entitled to take disciplinary action in response to any breach of confidentiality obligations.

10. NO RETALIATION

The Company prohibits retaliation of any kind whatsoever against any person who has reported an incident of alleged sexual harassment, filed a complaint, or participated in inquiries in relation to the complaint. Complaints of retaliation shall be investigated and may be met with strict disciplinary action.

11. DUTIES AT THE WORKPLACE

11.1 The Company is committed to ensuring smooth implementation of this Policy and promoting employee awareness about sexual harassment. In furtherance of this objective, the Company will conduct regular training and awareness programs to prevent sexual harassment at the workplace, ensure that all staff and senior management are aware of their role in handling cases of sexual harassment. All employees shall be required to undergo such training and awareness sessions relating to “Zero Tolerance” at all times.

11.2 All employees are encouraged to embrace diversity, respect differences and be culturally sensitive to others. Please strive to treat other employees with courtesy, compassion and dignity. The Company urges employees to speak out against any form of sexual harassment and make it abundantly clear to the alleged harasser that his/her conduct is inappropriate and offensive.

12. NON-WAIVER OF STATUTORY RIGHTS

Exercising rights and/or availing remedies under this Policy does not constitute a waiver of statutory rights or remedies available under applicable law and employees shall be entitled to separately exercise any such rights or remedies available to them under law or equity.

13. MAINTENANCE OF RECORDS AND ANNUAL REPORT

13.1 The ICC shall maintain a complete record of each complaint filed under this Policy and the manner in which it was inquired into and resolved. All written submissions, documents and evidence furnished in connection to a complaint shall be maintained as a part of this record. The records shall be confidential and maintained for a period of [3 (three) years] from the date of resolution of the complaint, or such longer period, as the circumstances may require.



12



13.2 The ICC shall prepare and submit to the Company as well as the concerned district officer, at the end of each calendar year, an annual report detailing the following:

- (a) the number of complaints received under this Policy, in that year;
- (b) the number of complaints disposed of during that year;
- (c) the number of cases that have been pending for more than 90 (ninety) days;
- (d) the nature of action taken by the Company in response to the complaints; and
- (e) the number of workshops or awareness programs conducted by the Company, on prevention of sexual harassment.

14. REVIEW AND AMENDMENT

This Policy shall be subject to review annually. Any amendments to this Policy shall be in writing and effective upon a resolution being passed by the board of directors of the Company approving such amendments. Brief details of each amendment shall be recorded below:

Date	Version	Description of Amendments

Effective Date: 15.10.2021

