

JIVAGRO LIMITED

**PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE POLICY
(Effective from November 7th, 2023)**

SECTION I: INTRODUCTION

- 1.1 **Jivagro Limited** is committed towards creating a safe, and dignified working environment free from sexual harassment and has a zero-tolerance policy towards any Sexual Harassment at the Workplace.
- 1.2 Accordingly, this policy on prevention, prohibition and redressal of Sexual Harassment at the Workplace (this “**PoSH Policy**”) has been prepared and notified for **Jivagro Limited** (the “**Company**”). This PoSH Policy has been prepared in accordance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and rules thereunder (collectively the “**Act**”). The provisions of this PoSH Policy are to be read along with the Act and other applicable laws.
- 1.3 The Employees are strictly prohibited from engaging in any act or form of Sexual Harassment at the Workplace.
- 1.4 Nothing contained in this PoSH Policy shall prevent any victim of Sexual Harassment to seek any additional recourse available under civil or criminal law, as in force from time to time.
- 1.5 This PoSH Policy may be further amended by the Company from time to time, and any such amended PoSH Policy will be duly notified in writing by the Company.

SECTION II: DEFINITIONS

- 2.1 “**Act**” has the meaning ascribed to it at Clause 1.2.
- 2.2 “**Aggrieved Person**” in relation to a Workplace, means a person of any age, gender, or sexual orientation, whether an employed or not, who alleges to have been subjected to any act of Sexual Harassment at the Workplace by an Employee of the Company i.e., Respondent.

Jivagro Limited

2.3 “**Company**” has the meaning ascribed to it at Clause 1.2.

2.4 “**Complainant**” means an Aggrieved Person and / or any person on behalf of the Aggrieved Person as permitted under Clause 4.1 read with **Annexure I** of this PoSH Policy), filing a complaint under this PoSH Policy, alleging Sexual Harassment at the Workplace.

2.5 “**Employee**” means a person employed with or engaged by the Company for any work on regular, temporary, ad hoc, daily wage basis or part time basis, either directly or through an agent, including a contractor, with or, without the knowledge of the principal employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-worker, consultant, a contract worker, probationer, trainee, apprentice, intern or called by any other such name.

2.6 “**Employer**” means the person(s) responsible for the management, supervision and control of the Company, acting, for the purposes of implementation of this PoSH Policy, through the Chief People Officer of the Company.

2.7 “**Internal Committee**” or “**IC**” has the meaning ascribed to it at Clause 3.1.

2.8 “**PoSH Policy**” has the meaning ascribed to it at Clause 1.2.

2.9 “**Presiding Officer**” has the meaning ascribed to it at Annexure III, Clause 1(a).

2.10 “**Respondent**” means an Employee against whom a Complainant has made a complaint of Sexual Harassment at the Workplace under this PoSH Policy.

2.11 “**Sexual Harassment**”

A. Sexual Harassment includes any one or more of the following unwelcome acts or behaviors (whether directly and / or indirectly and / or by implication):

- a. physical contact and / or advances;
- b. a demand, request or offer for sexual favors;
- c. making (or sharing) sexually colored or suggestive remarks, gestures or sounds, including but not limited to teasing, epithets, innuendos, jokes, pranks, comments of a sexual or suggestive nature, whether generic or about a person and / or their body or clothing or appearance, their sexual orientation/ sexual abilities, or other expressions which have a sexual connotation/overtone;
- d. showing, displaying or sharing pornography, erotic or obscene material or content including displaying images, pictures, posters, screensavers,

Jivagro Limited

- objects, gifts, signs or other material of a sexual nature or having a sexual connotation;
- e. sexual advances of any kind involving verbal, non-verbal, or physical or other conduct, whether implicit or explicit including staring, leering, flirting, whistling etc.;
 - f. repeatedly asking to socialize after work-hours, or following or contacting/attempting to contact a person repeatedly to foster personal interaction despite a clear indication of disinterest by such person; and / or
 - g. any other unwelcome physical, verbal or nonverbal conduct, communication or behaviour, of sexual nature.

Explanation: Any of the aforesaid acts, conduct or behaviors will, for the purposes of this PoSH Policy, amount to Sexual Harassment, irrespective of whether such act, conduct or behavior was committed in written, printed, graphic, verbal, gestural, electronic, audio – visual or other form, whether in person, or when working from office, home or a remote location, or through any mode or channel of communication including phone calls, audio or video calls/ meetings, technology platforms and applications, texts, instant messaging, emails, through social media, or otherwise.

- B. Further, 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 (as defined in (A) above), may also amount to Sexual Harassment for the purposes of this PoSH Policy:
- a. implied or explicit promise of preferential treatment in the Aggrieved Person's employment;
 - b. implied or explicit threat of detrimental treatment in the Aggrieved Person's employment;
 - c. implied or explicit threat about the Aggrieved Person's present or future employment status;
 - d. interference with the Aggrieved Person's work or creating an intimidating or offensive or hostile work environment; and / or
 - e. humiliating treatment likely to affect the Aggrieved Person's health or safety.

Explanation: Sexual Harassment may occur even in the absence of the circumstances listed in (B) above.

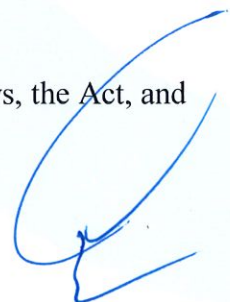
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2.12 "Workplace" includes:

- (a) offices, branches or any other premises established, owned, or controlled by the Company including any factories, plants and guesthouses;
- (b) places visited by an Employee arising out of or during the course of employment or engagement with the Company, including transportation provided by the Employer for undertaking such journey; and / or
- (c) Off sites, events or programs (whether business or social or otherwise) organized or attended, by or on behalf of the Company.

SECTION III: CONSTITUTION OF INTERNAL COMMITTEE

- 3.1 The Company shall, by orders in writing, constitute internal committees (each an "Internal Committee" or "IC") for each of its offices/ branches/premises, to conduct an inquiry into a complaint of Sexual Harassment at the Workplace. The order constituting the ICs shall be displayed at conspicuous places at the respective premises, and such orders shall *interalia* contain names and contact details of all the members of the IC.
- 3.2 The membership of each of the ICs shall be in accordance with the provisions set out at **Annexure III** of this PoSH Policy.
- 3.3 The Act has vested the IC with certain powers that a civil court has under the Code of Civil Procedure, 1908. Accordingly, the IC shall be vested with the powers of: (a) summoning and enforcing the attendance of any person, and examining them on oath, and (b) requiring the discovery and production of documents; as are provided to a civil court under the Code of Civil Procedure, 1908.
- 3.4 For the avoidance of any doubt, it is clarified that when the Aggrieved Person is not a woman, the IC shall act in the capacity of an internal disciplinary committee of the Company (and not in its capacity as a statutory authority as stipulated under the Act); and all provisions of this PoSH Policy (other than the provisions of Clause 3.3 above), shall continue to apply to such cases.
- 3.5 The ICs shall perform their duties as prescribed under all applicable laws, the Act, and this PoSH Policy including *interalia* as set out below:



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- (i) Comply with all applicable laws, the provisions of Act, and this PoSH Policy.
- (ii) Conduct the inquiry into complaints relating to Sexual Harassment at the Workplace in a fair, diligent and expeditious manner.
- (iii) Formulate programmes for the spread of awareness of the PoSH Policy among the management and Employees of the Company.
- (iv) Keep a record of all complaints received and the actions taken by the IC and the Employer thereon.
- (v) Comply with all reporting and filing requirements as may be prescribed under applicable laws and the Act, from time to time.
- (vi) Maintain confidentiality of the IC proceedings including any and all information in relation to the contents of the complaint, the identity and addresses of the Complainant, Respondent and witnesses, the conciliation and inquiry proceedings, findings and recommendations of the IC, the action taken by the Company, etc.

SECTION IV: INQUIRY AND REDRESSAL PROCESS

Filing of Complaint

- 4.1 A complaint can be made by an Aggrieved Person and in certain special circumstances (i.e., in case of physical incapacity, mental incapacity, death or otherwise as provided in Annexure I of this PoSH Policy) by the persons stipulated in **Annexure I** of this PoSH Policy. All complaints should be submitted to the IC.
- 4.2 The Complainant should make the complaint in writing or through email to either any member of the IC or the following group email ID of the IC [piposh@jivagro.com]. However, in case the Complainant makes an oral complaint to the IC and is unable to make a written complaint, any member of the IC shall render all reasonable assistance to the Complainant for making the complaint in writing.

Along with the complaint, the Complainant should submit any and all supporting documents and information, and the name and details of the Respondent, and names and addresses of the witnesses, if any.

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4.3 A Complainant may submit the complaint of Sexual Harassment at the Workplace, to the IC, within 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 IC

may, for reasons to be recorded in writing, extend the aforesaid time period by a maximum of 3 (three) more months, if it is satisfied that circumstances were such which prevented the Complainant from making a complaint within the original 3 (three) month period.

4.4 On receipt of the complaint, the IC shall send 1 (one) copy of the complaint (and other supporting documents, information, and other details etc. submitted by the Complainant to it) to the Respondent within 7 (seven) working days.

The Respondent shall file his/her/their reply to the complaint along with any supporting documents, information, and names and addresses of witnesses (if any), within a period of ten (10) working days from the date on which the Respondent received the copy of the complaint from the IC.

A copy of the response so received from the Respondent (along with supporting documents information, other details etc.) should be shared by the IC, with the Complainant, immediately.

Conciliation

4.5 Before initiating an inquiry, the IC may, at the written request of the Aggrieved Person take steps to settle the matter between the Aggrieved Person and the Respondent through conciliation. However, no monetary settlement shall be made a basis of such conciliation.

4.6 Where a settlement has been so arrived at mutually in accordance with Clause 4.5 above, the IC shall record the settlement in writing, provide a copy of the same to the Aggrieved Person and the Respondent, and also forward a copy of the same to the Employer to take action as specified in the recommendation of the IC.

4.7 Where a settlement has been arrived at in accordance with Clause 4.5 and 4.6 above, no further inquiry shall be conducted by the IC. Having said that, if the Aggrieved Person informs the IC that any term or condition of the settlement has been breached or has not been complied with by the Respondent, the IC shall proceed to make an inquiry into the complaint.

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Inquiry Process

4.8 In case (a) the Aggrieved Person does not opt for conciliation or (b) the Aggrieved Person opted for conciliation but no settlement is reached through conciliation or (c) any term or condition of the settlement (arrived at after conciliation) is breached or not complied with by the Respondent; the IC shall proceed to conduct an inquiry into the complaint.

4.9 The inquiry shall be conducted in the presence of a minimum of 3 (three) members of the IC including the Presiding Officer.

4.10 The IC shall conduct the inquiry into the complaint in accordance with the principles of natural justice. This *inter alia* includes giving both parties (and their witnesses) an opportunity of being heard and to present their case; allowing both parties an opportunity to cross examine / ask questions (whether directly or put through the IC) to the other side and the witnesses; providing both parties a copy of the findings (and giving them an opportunity to make representation against the same); providing both parties a copy of the findings, recommendations and the final report of the IC; and making a reasoned report.

The IC shall ensure that the respect and dignity of all parties concerned is maintained during the proceedings and that the proceedings are conducted in a manner so as to ensure freedom of expression and in an atmosphere free of intimidation and free of victimisation.

4.11 The IC shall conduct the inquiry into the complaint in accordance with all applicable laws including without limitation the Act and this PoSH Policy.

4.12 The Complainant or the Respondent shall not be allowed to bring in any legal practitioner to represent them in their respective case, at any stage of the proceedings before the IC.

4.13 During the pendency of the inquiry, on a written request made by the Complainant the IC may recommend to the Employer any of the following reliefs:

- (a) transfer of the Aggrieved Person or the Respondent to any other workplace of the Company; or

- (b) grant leave to the Aggrieved Person for up to a period of 3 (three) months (such leave will be in addition to any other leaves such person would otherwise be entitled to); and / or
- (c) restrain the Respondent from reporting on the work performance of the Aggrieved Person or writing the confidential report of the Aggrieved Person, and assign the same to another officer.

Upon receiving the recommendations from the IC, the Employer shall implement the recommendations made and send a report of such implementation to the IC.

- 4.14 The IC shall have the right to terminate the inquiry proceedings or to give an ex parte decision, in writing, on the complaint, if either of the Complainant or the Respondent fails, without sufficient cause, to present themselves for 3 (three) consecutive hearings before the IC. However, such termination or ex parte order may not be passed without giving a written notice, 15 (fifteen) days in advance, to the party concerned.

Completion of Inquiry and IC's Report

- 4.15 The inquiry by the IC is required to be completed within 90 (ninety) days of the receipt of the complaint.
- 4.16 Upon completion of the inquiry, if the IC arrives at a conclusion that the allegation(s) against the Respondent has not been proved, then it shall recommend to the Employer, in writing that no action is required to be taken in the matter.
- 4.17 Upon completion of the inquiry, if the IC arrives at the conclusion that the allegation(s) against the Respondent has been proved it shall recommend in writing to the Employer to take action against the Respondent, which may *interalia* include:
- (a) issuance of written warning;
 - (b) seeking a written apology;
 - (c) reprimand or censure;
 - (d) withholding of increments or promotion;
 - (e) deduction from the salary or wages of the Respondent of such sum (as compensation) to be paid to the Aggrieved Person or to his / her /their legal heirs ("**Compensation**"), as the IC may consider appropriate;
 - (f) termination from service;
 - (g) undergoing counseling session;
 - (h) carrying out community service;

- (i) Suspension for a period as the IC may find approve;
- (j) Demotion- reduced to a lower post; and / or
- (k) taking action for Sexual Harassment as a misconduct as may be prescribed under applicable laws (including service rules, if any), internal policies of the Company and /or the terms of the contract with the Respondent.

For determination of Compensation for the purposes of Clause 4.17(e) above, the IC may take into account the following factors: the mental trauma, pain, suffering and emotional distress caused to the Aggrieved Person; the loss in the career opportunity due to the incident of Sexual Harassment; medical expenses incurred by the Aggrieved Person for physical or psychiatric treatment; the income and financial status of the Respondent; and feasibility of such payment in lump sum or in instalments.

In case the Employer is unable to make deductions from the salary of the Respondent due to his /her/their being absent from duty or cessation of employment, it may direct the Respondent to pay such sum to the Aggrieved Person. In case the Respondent fails to pay the sum referred to above, the Employer and/ or the IC may pursue any and all such remedies (for recovery of the aforesaid sum) as may be available under the provisions of applicable laws including the Act.

- 4.18 Where the IC arrives at a conclusion that (a) the allegation made by the Complainant against the Respondent is malicious or (b) the Complainant has made the complaint knowing it to be false or (c) the Complainant, Respondent, or any witness has produced any false evidence, forged or misleading document or false testimony, it may recommend to the Employer to take one or more of the following actions against the Complainant, Respondent or witness, as the case may be:

- (i) issuance of written warning;
- (ii) seeking a written apology;
- (iii) reprimand or censure;
- (iv) withholding of increments or promotion;
- (v) termination from service;
- (vi) undergoing counseling session;
- (vii) carrying out community service;
- (viii) Suspension for a period as the IC may find approve;
- (ix) Demotion- reduced to a lower post; and / or
- (x) taking such action as may be prescribed under applicable laws, internal policies of the Company and / or the terms of the contract with the said person;

Provided that a mere inability to substantiate a complaint or provide adequate proof need not attract action against the Complainant.

The findings mentioned in this Clause 4.18 above shall be established after an inquiry in accordance with the process prescribed before any action is recommended by the IC to the Employer in this regard.

- 4.19 The IC shall submit a reasoned report in writing with its findings and recommendations (as per Clause 4.16 to 4.18 as applicable), to the Employer within ten (10) days from the date of completion of the inquiry. Copies of the said report shall also be made available to the Complainant and the Respondent within ten (10) days from the date of completion of the inquiry.
- 4.20 Upon receipt of the recommendations of the IC (as provided above) the Employer shall promptly act upon and implement the same, and in any case no later than sixty (60) days of receipt of the same. The Employer will also send a report evidencing implementation of such recommendations to the IC.
- 4.21 In the event the Complainant, Respondent, or any other person is aggrieved by any finding and/or the recommendations of the IC and /or the non-implementation of the recommendation(s) made by the IC, he/she/they may appeal to the Appellate Authority, within a period of ninety (90) days of the recommendations.

For the purposes of this PoSH Policy, the “**Appellate Authority**” shall be the court, tribunal or authority, as may be prescribed under applicable laws, from time to time, for the purposes of filing of an appeal under the provisions of applicable laws including the Act.

SECTION V: OTHER PROVISIONS

- 5.1 The contents of the complaint made, the identity and addresses of the Complainant, the Respondent and witnesses, any and all information relating to conciliation and inquiry proceedings, findings and recommendations of the IC and the action taken by the Employer as per the provisions of the Act and this PoSH Policy shall not be published, communicated or made known to the public, press and media in any manner. If this provision is contravened, the Employer shall be entitled to take all steps to secure confidentiality, take all actions in accordance with law, the Act, the Company’s policies and / or provisions of the contract with such person, for such breach and also recover from such person such sum as penalty as may be prescribed thereunder.

However, information may be disseminated regarding the justice secured to any victim of Sexual Harassment without disclosing the name, address, identity or any other particulars, which may lead to the identification of the Aggrieved Person, Respondent, the Complainant, and witnesses.

5.2 The Company and the IC will take all reasonable measures to ensure that any person who has lodged a complaint under this PoSH Policy or given evidence or other assistance as part of an inquiry under this PoSH Policy, in good faith, is protected and not victimized, retaliated or discriminated against at the Company.

5.3 The Company shall perform its obligations and duties as prescribed under all applicable laws, the Act, and this PoSH Policy including the obligations and duties as set out in **Annexure II** of this PoSH Policy.

5.4 The Employees shall abide by the obligations and duties as prescribed under all applicable laws, including interalia the obligations and duties as set out below:

- i. Comply with all applicable laws including the Act and this PoSH Policy;
- ii. Familiarize themselves with the Act and this PoSH Policy;
- iii. Not encourage, engage, abet or participate in any act or behavior that may amount to Sexual Harassment, and / or retaliation against or victimization of any Complainant, witness or other person who has participated in the inquiry proceedings including implementation thereof; and
- iv. Fully cooperate with the IC in any inquiry or proceedings undertaken by the IC pursuant to this PoSH Policy.



Rajnish Sarna
Chairperson

Date: 7th November 2023

Place: Mumbai

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ANNEXURE I:

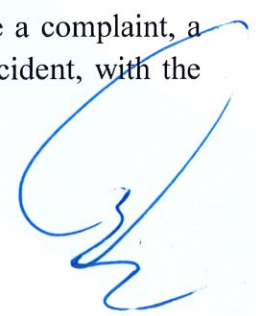
PERSONS WHO CAN FILE COMPLAINTS ON BEHALF OF AN AGGRIEVED PERSON

1. In case the Aggrieved Person is unable to make a complaint on account of his / her/ their physical incapacity, a complaint may be filed, with the written consent of the Aggrieved Person, by:
 - (a) his / her/their relative or friend; or
 - (b) his / her/ their co-worker; or
 - (c) (where the Aggrieved Person is a woman) an officer of the National Commission for Women or State Women's Commission; or
 - (d) any person who has knowledge of the incident.

2. In case the Aggrieved Person is unable to make a complaint on account of his / her / their mental incapacity, a complaint may be filed by:
 - (a) his / her / their relative or friend; or
 - (b) a Special Educator; or
 - (c) a qualified psychiatrist or psychologist; or
 - (d) the guardian or authority under whose care the Aggrieved Person is receiving treatment or care; or
 - (e) any person who has knowledge of the incident jointly with (i) the Aggrieved Person's relative or friend or (ii) a Special Educator or (iii) a qualified psychiatrist or psychologist, or (iv) guardian or authority under whose care the Aggrieved Person is receiving treatment or care.

For the purposes of this PoSH Policy, “**Special Educator**” means a person trained in communication with people with special needs in a way that addresses their individual differences and needs.

3. In case the Aggrieved Person for any other reason is unable to make a complaint, a complaint may be filed by any person who has knowledge of the incident, with the Aggrieved Person's written consent.



4. In case of death of the Aggrieved Person, a complaint may be filed by any person who has knowledge of the incident, with the written consent of Aggrieved Person's legal heir(s).



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ANNEXURE II:

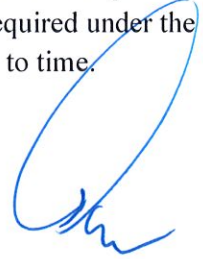
DUTIES OF THE COMPANY

The Company shall *inter alia*:

1. Comply with all applicable laws including the Act and this PoSH Policy.
2. Provide a safe working environment at the Workplace, which shall include safety for persons coming into contact at the Workplace, and providing a safe working environment free from Sexual Harassment.
3. Display at conspicuous places in the Workplace and widely disseminate this PoSH Policy, the penal consequences of Sexual Harassment at the Workplace, and the order constituting the IC(s) which shall include the names and contact details of all the members of the IC.
4. Organise at regular intervals (i) workshops and awareness programmes for sensitizing the Employees with the provisions of the Act and this PoSH Policy and (ii) orientation, capacity and skill building and training programmes for the members of the ICs.
5. Provide necessary facilities, assistance and information to the IC for dealing with the complaint and conducting the inquiry; and assist in securing the attendance of Respondent and witnesses before the IC.
6. Provide assistance to the Aggrieved Person if he/ she/ they so choose to file a complaint or FIR in relation to the offence under the Indian Penal Code 1860 or any other law for the time being in force.
7. Cause to initiate action, under the Indian Penal Code 1860 or any other applicable law, against the perpetrator, or if the Complainant so desires, where the perpetrator is not an Employee, in the workplace at which the incident of Sexual Harassment took place (and provide all reasonable assistance to the affected person including assistance in filing a complaint under the Indian Penal Code, 1860 (or other applicable laws).
8. Treat Sexual Harassment as misconduct under the service rules and internal policies and initiate action for such misconduct.
9. Monitor the timely submission of reports by the IC and ensure compliance with all applicable laws and this PoSH Policy.
10. Widely disseminate this PoSH Policy for prohibition, prevention and redressal of Sexual Harassment at the Workplace, intended to promote gender sensitive safe spaces and remove underlying factors that contribute towards a hostile work environment against any person; and

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11. Comply with the reporting requirements under all applicable laws including as prescribed under the Companies Act 2013, Section 21 and 22 of the Act (and submit annual reports to the respective District Officers as specified under the Act) in a form and comprising details as required under the Act), and other State specific reporting requirements as may be notified from time to time.



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**ANNEXURE III:
MEMBERSHIP OF THE ICs**

1. Each Internal Committee shall comprise of the following members, to be nominated by the Company:
 - (a) a presiding officer of the IC (“**Presiding Officer**”) who shall be a woman employed at a senior level at the workplace from amongst the employees of the Company. Where a senior level woman employee is not available, the Presiding Officer shall be nominated from other offices or administrative units of the Company. Having said that in case such other offices or administrative units of the Company also do not have a senior level woman employee, the Presiding Officer shall be nominated from any other workplace of the same Employer;
 - (b) not less than 2 (two) members from amongst the employees of the Company preferably committed to the cause of women, or who have had experience in social work or have legal knowledge; and
 - (c) 1 (one) member from amongst non-governmental organizations or associations committed to the cause of women or a person familiar with the issues relating to sexual harassment.
2. For each IC, at least one-half of its total members, shall be women.
3. Subject to Clause 4 to 6 of this Annexure, the Presiding Officer and every member of an IC shall hold office for such period, as may be specified by the Company in writing, and shall not exceed the tenure of 3 (three) years as specified in the Act.
4. In case the Presiding Officer or any other member of an IC ceases to be employed or engaged, with the Company, then such person’s nomination on the IC shall also automatically be ceased or vacated.
5. A Presiding Officer or any other member of an IC may resign at any time by tendering his/ her/their resignation in writing to the Company.
6. If the Presiding Officer or any IC member has been accused of Sexual Harassment in a written complaint, such person shall immediately step down as member of the IC.

7. Where the Presiding Officer or any other member of an IC:

- (a) Contravenes the requirements of the Act and/ or this PoSH Policy;
- (b) 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/them;
- (c) Has been found guilty in any disciplinary proceedings or a disciplinary proceeding is pending against him/her/them; and / or
- (d) Has abused his/ her /their position as to render their continuance in office prejudicial to public interest;

such Presiding Officer or IC member as the case may be, shall be immediately removed from the IC.

8. Any vacancy created in an IC (including on account of Clause 3-7 of this Annexure) shall be filled by a fresh nomination and written order by the Company. Such nomination shall be made as expeditiously as possible and in any case within 7 (seven) days of the date of the vacancy.

