

CONDUCT, DISCIPLINE AND APPEAL RULES– ABAD FISHERIES GROUP

CHAPTER No.	Page No.
CHAPTER 1 - GENERAL	
1. Short Title, Extent And Commencement	3
2. Definitions:	3
3. Application	4
CHAPTER 2 - CONDUCT	
4. Duties And Obligations Of Employees	5
5. Liability To Abide By The Rules	5
6. Obligation To Maintain Secrecy	6
7. Private Trade Or Employment	6
8. Taking Part In Politics & Elections	6
9. Taking Part In Demonstrations	6
10. Connection With Press Or Other Media	6
11. Criticism Of The Company And Government	7
12. Joining Of Associations By Employees	7
13. Unauthorized Communication Of Information	7
14. Consumption Of Intoxicating Drinks And Drugs	7
15. Sexual Harassment	8
16. Employee Relations Policy	8
17. Secrecy	9
18. Misconduct	10
19. Procedure For Dealing With Case Of Misconduct	11
CHAPTER 3 - SUSPENSION	
20. Suspension	13
21. Subsistence Allowance	13
22. Effecting Recoveries From Subsistence Allowance	14

CHAPTER 4 - DISCIPLINE

23. Nature Of Penalties	14
24. Authority To initiate disciplinary action & authority for awarding punishment	16
25. Action On The Inquiry Report	16
26. Communication Of Orders	16
27. Common Proceedings	16

CHAPTER 5 - APPEALS

28. Termination Of Employment	16
29. Appeals	17

CHAPTER 6 - POLICIES

30. Leave Holidays And Compensatory Off	17
i. Sanctioning Of Leave	
ii. Certificate Of Fitness	
31. Working Time	19
32. Attendance	19
33. Confirmation	19
34. Transfer	20
35. Promotion	20
36. Asset Usage Policy	20
37. Resignation	20
38. Retirement	20
39. Exit Process	21

CHAPTER 7 – POWERS OF THE COMPANY

40. Power to Relax	21
41. Power to Amend	21
42. Interpretation	22

CHAPTER 1 - GENERAL

1. SHORT TITLE, EXTENT AND COMMENCEMENT:

- (i) These rules may be called **Abad Fisheries Group** Conduct, Discipline and Appeal Rules, 2019
- (ii) These rules shall come into force with 1st January 2020.

EXTENT:-

These rules may be applicable of all employees of Abad Fisheries Group from the following units

- a. Abad Fisheries Pvt Ltd.
- b. Abad Overseas Pvt Ltd.
- c. Abad Exim Pvt Ltd.
- d. Cap Seafoods Pvt Ltd.
- e. Abad Exports Pvt Ltd.
- f. AFS, Wild Fish & CPD(Divisions of Abad Fisheries Pvt Ltd)

2. DEFINITIONS:

In these rules unless the context otherwise requires:

- (i) **APPOINTING AUTHORITY:** 'Appointing Authority' in relation to "Employee means the authority empowered under the Delegation of Powers in force from time to time to make appointment to the grade in which the employee is for the time being included or the post which the employee for the time being holds.
- (ii) **BOARD:** "Board" means the Board of Directors of ABAD Fisheries Private Limited and in relation to any powers exercised by it also includes any committee of the Board/Management or any officer of the company to whom the Board delegates any of its Powers.
- (iii) **COMPANY:** "Company" means the organization comprising The Abad Fisheries Group of companies with its various units now functioning and will include any unit/units which may be newly constituted in future unless specifically stated otherwise.

- (iv) **COMPETENT AUTHORITY:** Competent Authority means the authority empowered by the Board by any general or special rules or orders to discharge the functions or use the powers specified in the said rules or orders.
- (v) **DISCIPLINARY AUTHORITY:** "Disciplinary Authority" means the Appointment Authority as indicated at (i) above, or any other authority empowered under the delegation of powers in force from time to time to take disciplinary action against the employees.
- (vi) **EMPLOYEE:** Employee means a person employed by the Company in a Managerial/supervisory capacity, or having been employed in a non-managerial capacity is subsequently promoted or placed by the Company, in managerial cadre, or declared as managerial by the Company, and includes a person on deputation to the Company, but does not include those in casual employment, work-charged or contingent staff, or are work-men as defined in the Industrial Employment Standing Orders Act 1946 or in the Industrial disputes Act 1947.
- (vii) **GOVERNMENT:** Government means the Government of India or the appropriate State Government or any government local bodies including Panchayats, Municipalities, Corporations as the context requires.
- (viii) **MANAGEMENT:** Management means the Chairman, Managing Director or any other officer delegated with the powers to act on his behalf in his absence and/or to whom any of his powers is delegated.
- (ix) **REVIEWING AUTHORITY:** "Reviewing authority" for the purpose of these Rules will be the Board of Directors.
- (x) **WORKMAN:** Workman means a person defined as such in the Industrial Disputes Act, 1947 as amended from time to time and to whom the provisions of these rules shall not apply.

3. APPLICATION

- (i) These rules shall apply to all employees except
 - a. Those in casual employment or paid from contingencies
 - b. Those governed by the certified Standing Orders of the Company.
 - c. Those in respect of whom the Board may have issued or may issue separate orders/rules regarding conduct, discipline and appeal.
 - d. Those in respect of whom the Board has by general or special order directed that these rules shall not apply.

CHAPTER 2 - CONDUCT

4. DUTIES AND OBLIGATIONS OF EMPLOYEES:

- i. Every employee of the company shall at all times –
 - a. maintain absolute Integrity;
 - b. maintain devotion to duty;
 - c. Conduct himself at all times in a manner which will enhance the reputation of the company.
- ii. Every employee shall take all possible steps to ensure integrity and devotion to duty of all employees for the time being under his supervisor, control and authority.
- iii. Every employee must carry out the work for which he is employed and obey all lawful orders of his supervisors or of the Company.
- iv. No employee shall engage himself either directly or indirectly in any other business/profession/trade or calling within or outside the working hours except with previous permission, in writing of the competent authority as may be specified from time to time.
- v. Each employee is responsible for and must take proper care of all Company's property specifically entrusted to him.
- vi. No employee shall, in the performance of his official duties or in the exercise of power conferred on him act otherwise than on his best judgment except where he is acting under the direction of his official superior.

5. LIABILITY TO ABIDE BY THE RULES

Every employee of the Company shall at all times conform to and abide by these and every rules of the Company and shall observe, comply with and obey all lawful orders and directions which may, from time to time, be given to him in the course of his official duties by any person or persons under whose jurisdiction, superintendence or control he may, for the time being, be placed.

6. OBLIGATION TO MAINTAIN SECRECY

No employee shall except in accordance with any general or special order of the competent authority or the company or in the performance in good faith of the duties assigned to him communicate directly or indirectly any official documents or any part thereof or information to any employee or any other persons to whom he is not authorized to communicate such document or information.

7. PRIVATE TRADE OR EMPLOYMENT

No employee of the Company shall except with the previous sanction of the competent authority engage directly or indirectly in any trade or business or undertake any other employment

8. TAKING PART IN POLITICS & ELECTIONS:

- i. No employee shall be a member of party otherwise associated with any political party or any organization which takes part in politics nor shall he take part in, subscribe in aid of, or assist in any other manner, any political movement or activity.
- ii. No employee shall canvass or otherwise interfere or use his influence in connection with, or take part in an election to any parliament, State Legislature or Local Bodies.

9. TAKING PART IN DEMONSTRATIONS:

No employee of the company shall engage himself or participate in any demonstration/strike in connection with condition of his service and/or which involves incitement to an offence.

10. CONNECTION WITH PRESS OR OTHER MEDIA:

i. No employee of the Company shall, expect with the previous sanction of the Competent Authority, own wholly or in part of conduct or participate in the editing or management of any newspaper or other periodical publication in press or election media.

ii. No employee of the Company shall, expect with the previous sanction of the Competent Authority or in the bonafide discharge of his duties, participate in a radio broadcast or telecast through any electronic media or contribute any article or write any letter either in his own name or anonymously, pseudonymously or in the name of any other person to any newspaper or periodical.

11. CRITICISM OF THE COMPANY AND GOVERNMENT:

No employee shall in any radio broadcast or telecast through any electronic media or in any document published anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterances, make any statement of fact or opinion, which –

- a) Has the effect of an adverse criticism of any current or recent policy or action of the Central Government or a State Government and/or the Company; or
- b) Is capable of embarrassing the relation between the Central Government/ any State Government and the Government of any foreign state and/or the Company.

Provided that nothing in this rules shall apply to any statement made or views expressed by an employee in his official capacity or in the due performance of his duties assigned to him.

12. JOINING OF ASSOCIATIONS BY EMPLOYEES:

No employee shall join or continue to be member of an organization banned by Government or of an Association, the objectives and activities of which are prejudicial to the interest of the sovereignty and integrity of India or public order or morality.

13. UNAUTHORISED COMMUNICATION OF INFORMATION

No employee shall, except in accordance with any general or special order of the Company or in the performance in good faith of the duties assigned to him communicate, directly or indirectly, any official document or any part thereof or information to any officer or other employee, or any other person to whom he is not authorized to communicate such document or information.

14. CONSUMPTION OF INTOXICATING DRINKS AND DRUGS

An employee of the Company shall:

- i. Not be under the influence of any intoxicating drink(including alcohol) or drug during the course of his duty and shall also take due care that the performance of his duties at any time is not affected in any way by the influence of such drink or drug.
- ii. Strictly abide by any law relating to intoxicating drinks or drugs in force in any area in which he may happen to be for the time being,
- iii. Refrain from consuming any intoxicating drink or drug in a public place;

15. SEXUAL HARRASSMENT

- i. An employee shall indulge in any act of sexual harassment of any women at her work place.
- ii. Every employee who is in-charge of a work place shall take appropriate steps to prevent sexual harassment to any women at such work place.

Applicability

It is applicable to all women in relation to the work place of any age whether employed or not, who alleges to have been subjected to any act of sexual harassment by the respondent.

Explanation

For the purpose of this rule, 'Sexual Harassment' includes such unwelcome sexually determined behaviors, whether directly or otherwise as –

- a) Physical contact and advances;
- b) Demand or request for sexual favors;
- c) Sexually colored remarks;
- d) Showing any pornography; or
- e) Any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

16. EMPLOYEE RELATIONS POLICY

- i. Abad treats all employees with respect and provides a work environment free from all forms of harassment, whether physical, verbal or psychological. Employees have the right to freedom of opinion and expression and any violations in above mentioned points can be escalated to the attention of HR Department.
- ii. All Employees must be treated with dignity and due respect.
- iii. Abad prohibits retaliation against any employee or employee representatives for the exercise of the right to complain within the respective national or local legal framework.
- iv. Prohibition of Types of Discriminatory Harassment: - No employee shall engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual (subordinates & coworkers) because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, Qualification or any other such classifications.

- v. Avoid public accusations or criticisms of Subordinates/ Coworker employees, rather address such issues privately. Managers and supervisors must observe code of conduct while dealing with their sub ordinates.

17. SECRECY

- a. No employee shall, by writing to any person (including another employer) or by any communication to newspapers, journals etc or by writing or publishing books pamphlets or leaflets or by speech or discussions at any place disclose or cause to be disclosed, any information or document, relating to the company, except with the prior approval in writing of the management.
- b. Except in the ordinary course of his duties, no employee shall disclose during this service with the company, any process technology, cost of production of any of the company's products, information on purchase made or contract entered into by the company or quotation given or tender submitted or order secured by the company or any other information on matters of trade or business of the company or secret process, technical information, drawing pattern, equipment design and other similar matters.
- c. No employee shall take for his personal use notes, drawings or sketches relating to the company's factories, building, process, equipments, work or keep copies of official papers, otherwise than in the normal discharge of his duties.
- d. All books, drawings, sketches, photographs, notes and other papers or soft copies containing information relating to the company's business affairs or operations are always treated as company's property whether prepared by the employee or otherwise.
- e. No employee shall except with the written permission of the management take part in any audio visual or other programme whether public or otherwise which has any relevance or reference to the company's business affairs, name, goodwill, process, technology, product, plant or equipments.

18. MISCONDUCT:

Without prejudice to the generality of the terms 'misconduct', the following acts of omission and/or commission shall be treated as misconduct-

1. Theft, fraud or dishonesty in connection with the business or property of the Company or of property of another person within the premises of the Company.
2. Taking or giving bribes or any illegal gratification.
3. Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or on his behalf by another person, which the employee cannot satisfactorily account for.
4. Furnishing false information regarding name, age, father's name, qualification, ability or previous service or any other matter germane to the employment at the time of employment or during the course of employment.
5. Acting in a manner prejudicial to the interest or image of the Company.
6. Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his superior.
7. Absence without leave or over-staying the sanctioned leave for more than 5 consecutive days without sufficient grounds, or proper or, satisfactory explanation.
8. Habitual late attendance or habitual absence without taking prior permission for leave.
9. Neglect of work or negligence in the performance of duty including malingering or slowing down of work.
10. Willful damage to property of the Company.
11. Interference or tampering with any safety devices installed in or about the premises of the Company or any of its establishments/offices/units.
12. Drunkenness or riotous or disorderly or indecent behavior in the premises of the Company or outside such premises where such behavior is related to or connected with the employment.
13. Gambling within the premises of the establishment.
14. Smoking within the premises of the establishment where it is prohibited.
15. Collection without the permission of the Competent Authority of any money within the premises if the Company except as sanctioned by any law of the land for the time being in force or rules of the Company.
16. Sleeping while on duty.

17. Commission of any act which amounts to a criminal offence involving moral turpitude.
18. Absence from the employee's appointment place of work without permission or sufficient cause.
19. Purchasing properties machinery, store, etc. from or selling properties, machinery stores etc. to the Company without express permission in writing from the Competent Authority.
20. Commission of any act subversive of discipline or of good behavior.
21. Abatement of or attempt at abatement of any act which amounts to misconduct.
22. Any act of sexual harassment of women employees at his/her place of work.
23. Any lapse on the part of an employee in discharging his duties with regards to any official document or part thereof of the office or in his custody.
24. Unauthorized communication of any official information without proper approvals
25. Bringing or attempting to bring himself or through any other person any outside influence to bear upon any superior authority to further his interest in matters pertaining to his service in the Company.
26. Any breach of any of the provisions of these rules or any other statutes or rules.

Note:

The above instance of misconduct is illustrative in nature and not exhaustive.

19. PROCEDURE FOR DEALING WITH CASE OF MISCONDUCT

1. An employee charged with having misconduct shall be served with a written memo/charge sheet setting out briefly the facts of the charges and the circumstances alleged and nature of the misconduct.
2. In case of serious misconduct or as a safety measure management may suspend the employee pending enquiry into the alleged misconduct(s). The suspension pending enquiry shall be intimated to the employee and may take effect immediately upon communication to the employee.
3. If no reply is received in respect of the charge sheet within the stipulated or extended time, the management or the authorized may proceed on the basis that the employee has no explanation to offer and take further necessary steps, as it deems proper and necessary.
4. Where the explanation given by the employee is not found satisfactory, and it is considered necessary to take further proceedings under the CDA rules of Abad fisheries, the management or the authorized authority may arrange an enquiry into the charge(s), to be held by an Enquiry Officer appointed by the

CDA – ABAD FISHERIES PVT. LTD.

management or the Authorized Officer. If the charge sheeted employee fails to attend enquiry without sufficient reasons at the time notified, the enquiry will be conducted in his absence.

5. The employee shall be permitted to produce documents and examine witness (es) to substantiate his explanation or disapprove the charges. He shall be given all reasonable opportunity to cross-examine any witness or whole statement or evidence on which the charge rests. No person other than an employee of the company will be permitted to be present or take part or help the person charged in the enquiry. The management or the authorized may, if so desired, engage a presenting officer who shall be an employee of the company, for presenting and prosecuting the charge against the delinquent employee at the enquiry.
6. The Enquiry Officer may require either party to state in writing the purpose for which any witness is being examined or the points to be proved or established by examination of such witness.
7. The Enquiry officer may for reasons recorded in writing decline permission to examine any witness in the proceedings.
8. The charge sheet, the explanation, record of enquiry and the findings of the Enquiry officer shall be submitted to the management or the authorized officer for the purpose of taking a final decision. The decision and punishment, if any, shall be communicated in writing to the employee concerned.
9. Where after such examination of the record, the charge against the employee is found unsustainable or disproved, any suspension or extension of suspension shall be withdrawn and the periods of suspension be treated as if the employee was on duty and the employee shall be entitled to wages or salary for the period.
10. In awarding punishment under the CDA rules of Abad Fisheries Pvt. Ltd., the management or the authorized officer shall take into account the gravity of the misconduct, the previous records, if any of the employee and any other extenuating or affricating circumstances that may exist. Before awarding punishment the employee concerned shall be given a reasonable opportunity for making a representation on the punishment proposed, only in case where the punishment is dismissal from service.

CHAPTER 3 – SUSPENSION

20. SUSPENSION

The Appointing Authority or any Authority to which it is subordinate or any other Authority to whom the power to suspend is delegated may place an employee under suspension –

- a) where a disciplinary processing against him is contemplated or is pending;
Or
- b) where in the opinion of the authority aforesaid, he has engaged himself in activities prejudicial to the interest or the security of the Company/State;
Or
- c) Where a case against him in respect of any criminal offence is under investigation, inquiry or trail.

Provided that where the order of suspension is made by an Authority lower than the Appointing Authority the circumstances under which the order was made.

21. SUBSISTENCE ALLOWANCE

An employee under suspension shall be entitled to draw subsistence allowance equal to 50 percent of his basic pay provided the Disciplinary Authority satisfied that the employee is not engaged in any other employment or business or profession or vocation. In addition, he shall be entitled to dearness allowance admissible on such subsistence allowance and any other compensatory allowance of which he was in receipt on the date of suspension provided the Suspending Authority is satisfied that the employee continues to meet the expenditure for which the allowance was granted.

Where the period of suspension exceeds six months, the Authority which made or is deemed to have made the order of suspension shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first six months as follows:-

- i. The amount of subsistence allowance may be increased to 75 per cent of basic pay and allowance thereon if, in the opinion of the said Authority, the period of suspension has been prolonged for reasons to be recorded in writing not directly attributed to the employee under suspension.

- ii. The amount of subsistence allowance may be reduced to 25 per cent of basic pay and allowance thereon if in the opinion of the said Authority; the period of suspension has been prolonged due to the reason directly attributable to the employee under suspension.

Before making any payment to a suspended employee he would be required to furnish to the Competent Authority a certificate every month that he is not engaged in any other employment, business or profession or vocation.

22. EFFECTING RECOVERIES FROM SUBSISTENCE ALLOWANCE

The following normal deduction shall be made from subsistence allowance –

- i. Income Tax (provided the employee's yearly income, calculated with reference to the subsistence allowance, is taxable);
- ii. House rent and allied charges, i.e. electricity, water, furniture etc;
- iii. Repayment of loans and advances taken from the company at such rate as may be fixed by the Competent Authority;
- iv. Subscription to Provident Fund (contributory).

CHAPTER 4 - DISCIPLINE

23. NATURE OF PENALTIES

1. The following penalties may, for good sufficient reasons, be imposed on an employee for misconduct, viz. –

- i. Minor Penalties
 - (a) Censure;
 - (b) Withholding increment, with or without cumulative effect;
 - (c) Withholding promotion; and
 - (d) Recovering from pay or gratuity of the whole or a part of any pecuniary loss caused to the company by negligence or breach of orders or trust.
- ii. Major Penalties
 - (a) Reduction to a lower grade or post or stage in a time scale;
 - (b) Compulsory retirement;
 - (c) Removal from service; and

(d) Dismissal.

2. Removal from service will not be a disqualification for future employment in Abad Fisheries Pvt. Ltd. and its Subsidiary Companies while dismissal disqualifies a person for future employment.
3. The following shall not amount to penalty within the meaning of this rule –
 - i. With-holding of incentive of an employee on account of his work being found unsatisfactory or not being of the required standard or for failure to pass a prescribed test or examination.
 - ii. Stoppage of increment at the efficiency bar in the time scale on the ground of his unfitness to cross the bar.
 - iii. Non-promotion, whether in a substantive or officiating capacity of an employee, after consideration of his case to a service, grade or post for promotion to which he is eligible.
 - iv. Reversion to lower service, grade or post of an employee officiating in a higher service, grade or post on the ground that he is considered, after trial to be unsuitable for such higher services, grade or post or on administrative ground unconnected with his conduct.
 - v. Reversion to his permanent service, grade or post of an employee appointed on probation to another service, grade or post during or at the end of period of probation in accordance with the terms of his appointment or the rules and orders governing probation.
 - vi. Replacement of the services of an employee whose services have been borrowed from Central or a State Government or an authority under the control of Central or a State Government at the disposal of the authority which had lent his services.
 - vii. Compulsory retirement of an employee in accordance with the provisions relating to his superannuation or retirement.
 - viii. Termination of the services –
 - (a) of an employee appointed on probation during or at the end of the period of probation in accordance with the terms of his appointment or the rules and order governing probation;
Or
 - (b) of a person appointed in a temporary capacity otherwise than under a contract or agreement in accordance with the general conditions of service applicable to temporary employment;
 - (c) of an employee employed under an agreement or contract, in accordance with the terms of such agreement or contract;
 - (d) of a person on reduction of establishment; and

- (e) Of a person who is liable to be discharged for failure to qualify in certain duties or subjects under the conditions of his services.

24. AUTHORITY TO INITIATE DISCIPLINARY ACTION AND AUTHORITY FOR AWARDING PUNISHMENT

The management at any time may prescribe the officers competent to initiate disciplinary action and award punishment and may at any time cancel or vary any such order issued by the management.

Any employee aggrieved by an order passed under CDA rules of Abad fisheries may appeal to the Managing Director as the case may be against the said order within 10 days of communication of the order to him. The Managing Director after due consideration confirm or modify or set aside the order or remand the matter for reconsideration.

25. ACTION ON THE INQUIRY REPORT

If the Disciplinary Authority having regard to its findings on all or any of the articles of charge, is of the opinion that any of the penalties specified in Clause 20(Penalties) should be imposed on the employee, has the authority to decide the penalties depending on the gravity of the offence.

26. COMMUNICATION OF ORDERS

Orders made by the Disciplinary Authority shall be communicated to the employee concerned.

27. COMMON PROCEEDINGS

Where two or more employees are concerned in a case, the Authority competent to impose a major penalty on all such employees may make an order directing that disciplinary proceedings against all of them may be taken in a common proceedings and the specified Authority may function as the Disciplinary Authority for the purpose of such common proceedings.

28. TERMINATION OF EMPLOYMENT

- I. The employment of any employee may be terminated by the company by 1 month notice or by payment of 1 month salary in lieu of notice.
- II. The Management shall review the performance of every employee on a periodic basis and if there is sufficient reason to arrive at the conclusion that it will be in the interests of the company to do so,

terminate any employee based on the review. Such review will be carried out by an authority not less than that of the appointing authority.

CHAPTER 5 - APPEALS

29. APPEALS

An employee may appeal against an order imposing upon him any of the penalties against the order of suspension and the Management has the right to take the final decision.

CHAPTER 6 - POLICIES

30. LEAVE HOLIDAYS AND COMPENSATORY OFF

- a. Number of days of Privilege Leave, Casual Leave, and Sick Leave shall be as governed by the in force from time to time.
- b. Compensatory off shall be applied for and sanction obtained prior to availing. No post facto approval shall be permitted. Compensatory off shall be availed within 60 days of accrual.

1. SANCTIONING OF LEAVE

- a. Leave is not a matter of right and shall not be automatically credited/ availed.
- b. All leave shall be applied for and sanction obtained prior to availing. However in urgent situations such as personal/ Medical emergencies can be availed and applied for on oral information and approval. Privilege leave shall be availed only after obtaining written sanction Application for Privilege leave & shall be submitted minimum five days in advance and casual leave well in advance.
- c. Casual leave and sick leave shall be granted for a minimum of half a day. Leave for less than half a day or for periods other than multiples of half a day is not permissible
- d. Casual leave shall not be granted for more than 3 days at a time.
- e. No form of leave shall be coupled with casual leave or sick leave.
- f. Casual leave and sick leave cannot be accumulated or carried forward for the subsequent years and is non-encashable.

- g. For periods less than a full year on joining or superannuation/ resignation etc, Casual leave and Sick Leave shall be prorated.
- h. Application of leave or extension of leave shall be submitted in the prescribed form to the controlling officer for necessary sanction.
- i. Application for extension of leave shall be submitted before the expiry of leave originally sanctioned.
- j. Thereupon the sanctioning authority shall forthwith inform the employee whether extension of leave has been granted or not.
- k. Any employee wanting to go early from the office shall apply for full days leave if the period extends half a day or half day leave if the period is less than half a day.
- l. Holidays: Company will observe 4 National holidays and 9 festival holidays as per the direction of GOVT dept.
- m. ESI: Those employees who are covered under ESI can avail ESI Leave on medical ground as per rules of ESI. Whenever Leave sanctioned by ESI doctor the same should be informed to the Reporting Manager concerned and papers to this effect to be submitted to HR department on the rejoining day

2. CERTIFICATE OF FITNESS

- a. Any employee requiring absence on medical grounds for any period shall produce a medical certificate to cover such period of absence on medical grounds from the Insurance Medical Officer of the ESIC dispensary, if the factory is covered under the ESIC scheme and in other cases from the registered medical practitioner. Where the period of absence exceeds three days, on Sick leave or any other form of leave, a medical certificate declaring that the employee was sick and he is fit to resume duties must be produced before the reports of work.
- b. Any medical certificate not declaring an employee fit or partially fit for performing the normal duties which he is required to do will not be accepted and the employee will not be permitted to report for work on the basis of such a certificate. A medical certificate for three days or less should also indicate the date when the employee will be fit to resume duty.

31. WORKING TIME

- a. The working hours will be as per the notice exhibited on the respective notice boards. The management may, subject to the provisions of law in this regard change the working hours by similar notice.
- b. The management has the right to require an employee or class or group of employees to work extra time during any day beyond the prescribed hours of work and during any week beyond 48 hours subject to the Factories Act or any other law or agreement in force from time to time.

32. ATTENDANCE

- a. Every employee shall attend the place of duty at the time fixed and notified by the management and shall not leave his post without the permission of the departmental head during working hours unless required by the nature of work.
- b. Daily attendance will be marked on the basis of Finger punching in the attendance machine time clock provided for the purpose or on a register kept for the purpose.
- c. Every employee shall punch “in” and “out” by making use of the punching system installed for the purpose. The employee shall be treated as absent, if they do not punch “in”, “out” and/or record their attendance in the attendance registers maintained in the respective sections/departments.
- d. Employees who are assigned with market visit as a part of their official duty shall punch “in” and “out” by making use of the software system installed in their devices for the purpose if so or by informing the reporting authority regarding the visit via officially accepted channels of communication.
- e. Employees shall be allowed grace time against late coming only up to a maximum of 10 (ten) minutes in a day subject to the condition that the no of occasions shall be less than 3 times in a month. Number of late punching occasions from 4th time onwards will be subjected to ½ day salary deduction on prorate basis.
- f. An employee found absent during the working hours from his place of work or has stopped work without permission or without sufficient reason shall be treated as absent and shall be subjected to disciplinary action.

33. CONFIRMATION

The employer shall in accordance with the terms and conditions stipulated in the letter of appointment confirm the eligible employee and issue a letter of confirmation to him.

34. TRANSFER

An Employee may be transferred or loaned or assigned with/without transfer, wholly or partially, from one department to another or to office/branch and vice-versa or office/branch to another office/branch of an associate company, existing or to come into existence in future or any of the Company's branch office or locations anywhere in India or abroad or any other concern where this Company has any interest.

35. PROMOTION

Promotion shall be as per the Promotion Policy in force.

36. ASSETS USAGE POLICY:

- a. Company assets like Telephone, Computer, Vehicles and all other equipments usage restricted for official purpose only.
- b. Company reserves the right to access and track the system to know any misuse is done with the company assets.
- c. Employee should avoid using the company equipments for personal purpose, those who abuse this policy are subjected to disciplinary action.

37. RESIGNATION

- I. An employee who wishes to resign from the services of the Company will be required to give the notice of resignation as per the terms of his/ her appointment order or subsequent amendments in policy thereof.
- II. Employees will be liable to give one month's prior written notice to the management or pay an amount equivalent to one month's salary in lieu of the notice of resignation.
- III. When a notice, is given by an employee, management may at its sole discretion, accept the resignation with immediate effect or with effect from any date during the period of notice.

38. RETIREMENT

The Age for retirement is 58 Yrs. All employees shall avail regular benefits of Provident Fund, Gratuity, leave encashment and other admissible benefits such as per company rules and regulations.

CONTRACTUAL REAPPOINTMENT:

The Management may consider the extension of services beyond the retirement age, if any employee is found to be very much competent, exceptionally good performer and the company can gain from the retention of valuable skills, knowledge and experience, may be reappointed on Contractual Basis. In that case, extension of the service, if any, shall be the sole discretion of the Management.

In case of re appointment of any employees, the company will consider the potentiality of that employee. He /She might be re designated or hold the same position on a contractual basis followed by a separate appointment letter mentioning the period of his /her job extended.

39. EXIT PROCESS

- I. Employees must clear all the outstanding related to their job before the last working day.
- II. Employees must handover all the assets to Admin/ HR Department before his/her last working day. Admin/ HR team will verify the condition of assets allotted and if there is any damage occurred, the value of the damage will be deducted from Full & Final Settlement the employee.
- III. The originals of Resignation letter, Clearance Form, company allotted assets must be forwarded to HR Department.
- IV. Employees, who have not completed the exit formalities, will not be eligible for Full & Final Settlement and Experience/Relieving Certificate.
- V. If there is any pending such as Cash Short/Loan/Advance or any other outstanding, the pending amount will be adjusted against his/her F&F amount.

CHAPTER 7 - POWERS OF THE COMPANY

40. POWER TO RELAX

Power to relax any of the provisions under these Rules shall vest in the Board of Directors of the Company.

41. POWER TO AMEND

The Company may amend, modify or add to these Rules, from time to time and all such amendments, modifications or additions shall take effect from the date stated therein.

42. INTERPRETATION

In case of any doubt regarding any of the provisions of these Rules, the matter shall be referred to the Board through the HR Department for decision.

Declaration:

I have read and understood the above terms and conditions and agreed to abide by them

(Signature of employee)