



KPL INTERNATIONAL LIMITED

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POLICY ON PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE

I. Commitment

The Company is committed and as a philosophy always encourages creating a healthy working environment so that the employees can work without any fear, free from harassment/ discrimination and where every employee is treated with dignity and respect.

II. Policy Objective

The purpose of this Policy is to provide protection against sexual harassment of an employee at workplace and for the prevention and redressal of complaints of sexual harassment and for matters connected therewith or incidental thereto.

III. Applicability

This policy is applicable to employees of the Company working with Corporate/ Registered office, Manufacturing Plants and all offices operating in India for carrying its commercial operations.

If there is any discrepancy between this Policy and the terms and conditions of employment or the provisions of the applicable laws, then applicable laws will prevail.

This Policy and its rules will come into force with immediate effect and will remain valid unless modified or specified otherwise.

IV. Definitions

(a) Sexual Harassment

Sexual Harassment at the workplace would mean and include any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely:

1. physical contact and advances
2. demand or request for sexual favours
3. showing pornography
4. making sexually coloured remarks
5. any other type of physical, verbal or non-verbal conduct of sexual nature

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:-

1. implied or explicit promise of preferential treatment in his/her employment

2. implied or explicit threat of detrimental treatment in his/her employment
3. implied or explicit threat about the his/her present or his/her future employment status
4. interference with his/her work or creating an intimidating or offensive or hostile work environment for his/her
5. humiliating treatment likely to affect his/her health or safety

(b) Company

“Company “means KPL International Limited.

(c) Employee

“Employee” means a person employed at a workplace for any work on regular, temporary, ad hoc or daily wage 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, a contract worker, probationer, trainee, apprentice or called by any other such name.

(d) Complainant

“Complainant” means in relation to a workplace, a person whether employed or not, who alleges to have been subjected to any act of Sexual Harassment by the Respondent;

(e) Respondent or Accused

“Respondent or “Accused” means a person against whom the aggrieved person has made a complaint.

Where Sexual Harassment occurs to the employees as a result of an act by a third party or outsider while on official duty, the Company will take all reasonable steps to assist the affected person in terms of support and preventive action.

V. Complaint Redressal Committee

A Committee has been constituted and re-constituted by the board from time to time as per the provisions of the act to consider and redress complaints of sexual harassment.

The Quorum shall include the Chairperson and two other members one of which shall be a woman.

VI. Redressal Process

1. Any employee who is being sexually harassed directly or indirectly may submit a complaint of the alleged incident to any member of the Committee in writing with the signature within three months of occurrence of incident.
2. The Committee will maintain a register to record the complaint received by it and keep the contents confidential, except to use the same for the purpose of investigation.
3. The Committee will hold a meeting with the complainant within 7 days of the receipt of the complaint.

4. A detailed statement of allegation shall be handed over to the person against whom the complaint is made either through post or personally within 7 days from the meeting with the complainant.
5. The person against whom the complaint is made shall reply in writing to the Committee within 7 days from receipt of statement of allegation.
6. The complainant shall be provided with a copy of the written explanation submitted by the accused.
7. If the complainant or the accused desires any witness to be called, they shall communicate in writing to the Committee the names of witness whom they propose to call.
8. If the complainant or the accused desires to tender any documents by way of evidence before the Committee, he/she shall supply original copies of such documents. Both shall affix his / her signature on the respective documents.
9. Every reasonable opportunity shall be provided to the complainant and the accused, for putting forward and defending their respective case.
10. The Committee shall complete the enquiry and submit its report along with its recommendation to the Managing Director as soon as practically possible and in any case, not later than 90 days from the date of receipt of the complaint.
11. The Managing Director shall take suitable action which may include transfer/ disciplinary action/ termination of employment.
12. In the event, the complaint does not fall under the purview of Sexual Harassment, the same would be dropped after recording the reasons thereof.
13. In case the complaint is found to be false, appropriate disciplinary action will be taken by the Management against the complainant.

VII. Protection to Complainant

The Company will ensure that the complainant is not harassed for lodging the complaint.

VIII. Confidentiality

Every effort will be made to protect the complainant's identity, subject to legal constraints.

IX. Modification

The Board of Directors may modify, alter or cancel any provision(s) of this Policy, as may be required from time to time.

Date: 17/10/2022

**S/d
Surinder Kumar Kak
Managing Director
DIN: 00044521**