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SECTION-I

OVERVIEW

1.1 ABOUT COMPANY

Navneet Education Limited founded by the Gala family, is in the business of Educational, Children's and General Book Publishing, scholastic papers, non-paper stationery products and digital education. Since 1959, our company has been a major force in the dissemination of knowledge, being a dominant player in the field of publishing with more than 5,000 titles. The company has built a strong brand in publications in Western India and stationery all over India, and has gained a leadership position in premiere stationery markets in India, Middle East, parts of Africa, USA and Europe.

Over the decades, company has emerged as a preferred brand for educational products among teachers and students in Western India. The company operates in 3 segments – Content Publishing, Stationery & E-learning and products are sold under the brand names Navneet, Vikas, Gala, Grafalco, Boss, Youva and Topscorer. Its portfolio of educational books includes high quality supplementary books like Digests (Guides), Workbooks, and 21 Most Likely Question Sets, most of which are published in five languages – English, Gujarati, Hindi, Marathi, and Urdu. And Non-curriculum books in 11 Indian regional languages and 13 International languages.

To augment its share in the educational products space, Navneet acquired Encyclopedia Britannica's (USA) Indian Curriculum business in December 2016 with its new range of text books targeting students from the CBSE and ICSE boards, its educational products are now available All India.

Our Company mainly operates from Mumbai (Maharashtra) and Ahmedabad (Gujarat) with 3000+ employee strength. It has Printing facilities at Dantali, near Ahmedabad and Stationery manufacturing at Silvassa and Khaniwade (Virar, Maharashtra). For Sales and Marketing, company has several branch offices across India.

1.2 NAVNEET MISSION & VISION

Mission:

To provide the highest quality of educational products and services to customers in the language/medium of their choice.

Vision:

- To provide students with the best quality supplementary study material at an affordable price.
- To provide students with an international quality of school stationery products.
- To harness the power of Information Technology and bring home its wonder to the students through electronic media.
- To create a global village of student community online.

1.3 EMPLOYEE HANDBOOK

APPLICABILITY

This compilation shall be called the Employee Handbook and is applicable to all the Employees who are on the Payroll of Dadar, Mumbai Corporate Office.

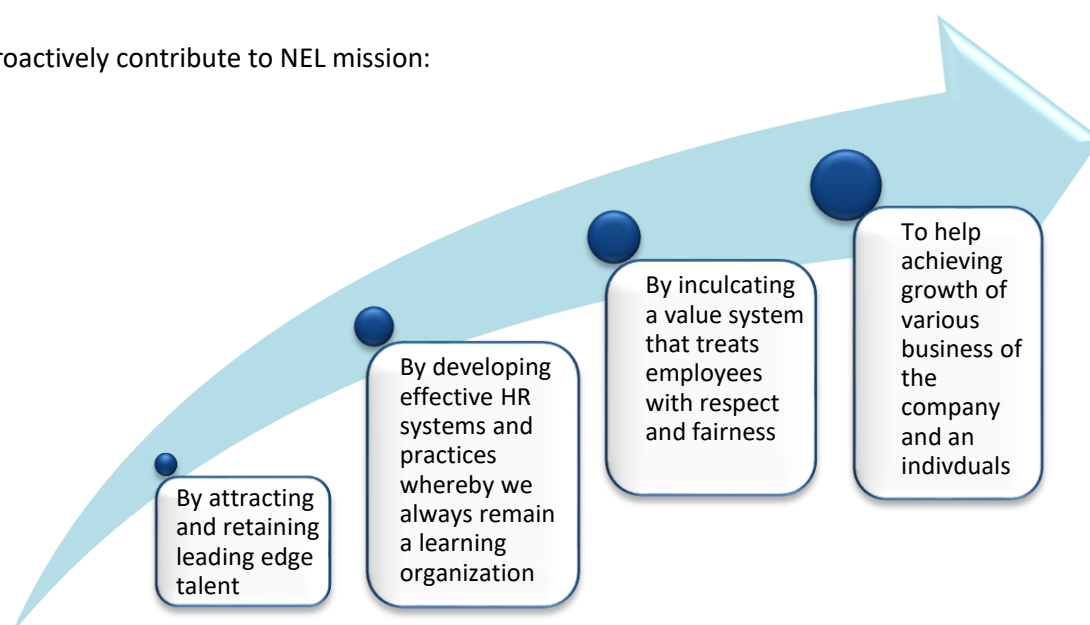
PURPOSE

This Handbook is designed to introduce you to the various HR policies and processes of the company.

For your queries on the details of the policies as well as for all future amendments, please contact your respective department admin OR HR Department.

1.4 HR MISSION

To proactively contribute to NEL mission:





SECTION–II

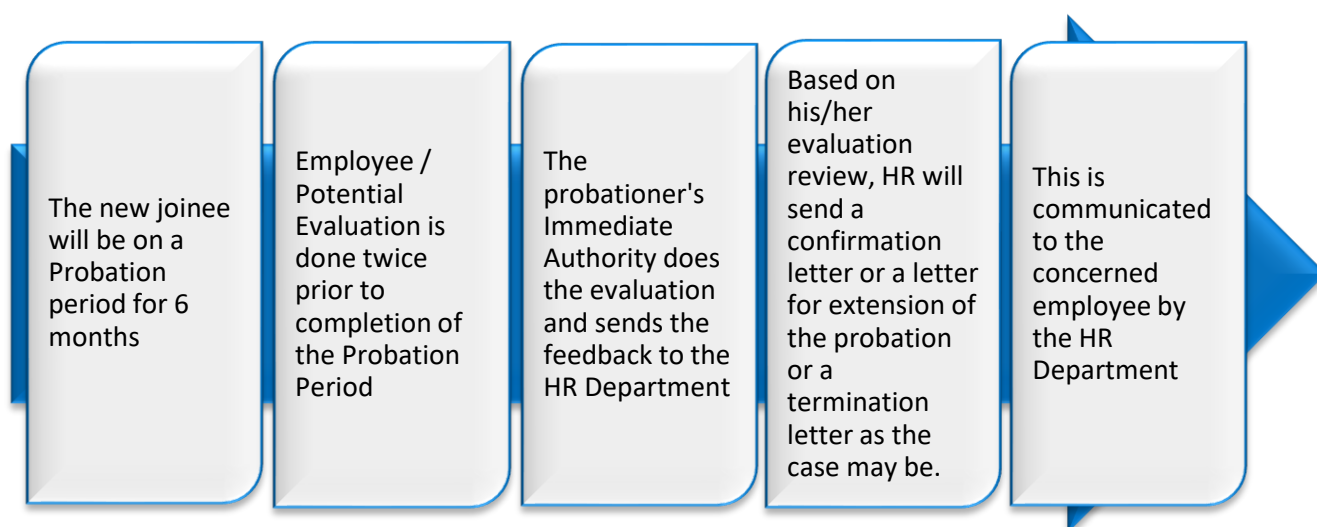
CONDITIONS OF EMPLOYMENT

Employee Handbook

2.1 TERMS OF EMPLOYMENT

The terms of employment of an employee are detailed in the letter of appointment and are in accordance with provisions of various labour laws. The Company reserves the right to amend, alter, and change any or all the terms and conditions governing employment. In case of dispute or difference of opinion between an employee and the Company, the same will be resolved through the Reporting Manager and with the help of the HR. If it is not resolved at that stage, then it can be raised to the Head of Department or the HR Head who will resolve the dispute and their decision shall be binding on the employee/s.

2.2 PROBATION & CONFIRMATION



- A newly appointed employee shall usually be on probation for a period of 6 (six) months.
- Employee will be confirmed on the very day they complete 6 months, subject to satisfactory review.
- During the probation period, the employees' performance is reviewed twice (1st review after 75 days and 2nd review after 165 days) by his/her immediate manager who will have a one-on-one discussion with the employee to give feedback. The manager thereafter fills up the Probationer Assessment Form and forwards the same to the HR Manager.
- Positive feedback and a satisfactory rating from the reporting manager is a prerequisite for confirming an employee probationer.
- If performance of the new joiner is not satisfactory on the date of the confirmation, it is recommended to put the employee on a Performance Improvement Plan (PIP) and extend his probation for maximum **two** months.
- The HR department will arrange for an extension of probation through a letter, based on the Probation Review Form, and shall send the same to the concerned probationer through his/her reporting manager.

- If the performance of new joiners is still not satisfactory after the extended probation period, their services will be terminated with immediate effect.

2.3 OFFICE TIMINGS



Our Company observes a 6-day work-week (Monday to Saturday)

Standard working Hours: 9.30 am – 6.00 pm (8 & ½ hours duty)

Including Lunch Break: 30 minutes

Above mentioned timing are the standard working hours for department having 2nd & 4th Saturday as weekly-off

However some departments are having different office timings, employees are expected to follow their respective department timings.

Kitchen Facility (For Dadar Office): 12.00 pm – 2.00 pm

An employee is provided a lunch break of **30 minutes** as per their respective department timing slot between 12.00 pm – 2.00 pm. This will be indicated at the time of joining by the immediate manager, and the same is expected to be followed.

2.4 ATTENDANCE (For Dadar Office)

- It will be responsibility of the employee to record his/her In-Out time by face reading machine installed (at selected work locations) each time while entering and leaving the office premises.
- An employee is expected to complete **9.00 hours (including lunch time)** of duty between **9.00 am to 7.00 pm** (if his/her office time is from 9.00 am to 6.00 pm).
- If work hours are less than **9.00 hours**, for that day, it will be considered as 1 occasion of “LESS HOURS”. On every 3rd occasion of such “Less Hours” in a month, one half day leave will be deducted.
- If the employee reports late for duty within **90 minutes** of reporting time or leaves within 90 minutes of leaving time of work hours, it will be considered as “LESS HOURS”.

Example: “Less Hours” - (Within 90-mins from report timing or leave timing of regular duty hours)

Scenario 1- If the employee’s office timing is 9.00 am – 6.00 pm

Reports for duty between 9.00 & 10.00 am and leaves duty at 6.00 pm, for that day it will be considered as “Less Hours”.

Scenario 2 - If the employee’s office timing is 9.00 am – 6.00 pm

Reports for duty at 9.30 am and leaves duty between 5.30 & 6.00 pm, for that day it will be considered as “Less Hours”.

Employee Handbook

- If work hours are less than 7.30 (seven and a half hours), for that day, "HALF DAY" leave will be deducted.
- If the employee reports late for duty beyond 90 minutes of reporting time or leaves 90 minutes before the leaving time, "HALF DAY" leave will be deducted.

Example: "Half Day" – (After 90-mins from reporting time or before 90-mins of leaving time)

Scenario 1- If the employee's office timing is 9.00 am – 6.00 pm

Reports for duty at 10.30 am or later and leaves duty at 6.00 pm, for that day it will be considered as "Half Day".

Scenario 2 - If the employee's office timing is 9.30 am – 6.00 pm

Reports for duty at 9.30 am and leaves duty before or at 4.00 pm, for that day it will be considered as "Half Day".

- If the employee reports late for duty within **60 minutes** of reporting time and would like to complete 9-hours of duty for that day, he can extend his working hours by 60-mins beyond leaving time so as to complete the 8-hours working for that day.

Scenario- If the employee's office timing is 9.00 am – 6.00 pm

(Case of late by 45-mins from reporting time)

Reports for duty at 9.45 am, may extend duty by 45-mins and leaves at 6.45 pm, so as to complete 9-hours working for that day. Non completion of 9 hours will attract one "Less Hours".

An employee is expected to maintain punctuality in attendance and use the above options to complete his/her duty hours only in case of exigency and not as regular practice. Suitable disciplinary action will be taken for employees habitually reporting late for duty.

2.5 UNAUTHORIZED ABSENCE

Any absence in the following circumstances will be considered as unauthorized and salary will be adjusted accordingly:

- Absence from place of work during working hours without prior approval whether the attendance has been recorded or not.
- Not recording attendance within specified time each day and not giving an application to that effect.
- Absence from work not regularized through prior or post facto leave approval within the salary cycle.

Unauthorized absence is misconduct and will attract disciplinary action apart from the loss of salary. The mere fact that one has sufficient leave balance does not make unauthorized absence legitimate, nor does it lead to automatic debiting of leave account. The Company definitely discourages this as an undesirable behaviour on the part of the employee.

Employee Handbook

2.6 OUTDOOR DUTY

- When an outdoor work is undertaken before reporting to office: The employee concerned must inform through HRMS portal by filling all relevant details.
- An employee should carefully note that formal/informal intimation of OD work to immediate superiors will not be construed as a substitute for intimation to the HR dept. and vice versa.
- In cases where no such intimation is received, the attendance will be marked as absent. It is incumbent on the employee to provide clarification to the time-office official by an email to regularize the attendance for that day.
- Field/Marketing Staff, Delivery Man, Drivers are out of the purview of above rules.

2.7 IDENTITY CARD

- An employee must carry his/her ID card always while on duty and is expected to wear the Company ID Card in the office premises at all times. This is essential for Security.
- In case of loss, theft and/or recovery of the card, the employee needs to report the matter immediately to the HR Department. The charges for the replacement of the card will be borne by the employee.



2.8 CONFIDENTIALITY

An employee is expected to maintain confidentiality of information entrusted to him/her to carry out his/her duties and responsibilities, except where disclosure is approved by the company or legally mandated or if such information is in the public domain.

Such insider information might include (without limitation) the following:

- Business Plans & Strategies
- Acquisition and divestiture of businesses or business units
- Financial information such as profits, earnings and dividends
- Announcement of new product introductions or developments
- Asset revaluations
- Investment decisions/plans
- Restructuring plans
- Major supply and delivery agreements
- Financial arrangements

An employee of Navneet Education Limited shall also respect and observe the confidentiality of information pertaining to other group companies, their patents, intellectual property rights, trademarks and inventions, and strictly observe a practice of non-disclosure.

2.9 CHANGE IN PERSONAL DETAILS

- An employee is expected to inform the HR Department in writing with proper supporting document about any change in personal details such as name, address, family, mobile, telephone number or health condition. It will be the responsibility of the concerned employee to update his/her personal data in the records of the company as and when required.
- Any change in the organization records will be updated within 7 working days after proper verification and supporting documents.

2.10 TRANSFER

- In filling positions at Navneet Education Limited, preference is given whenever possible to qualified persons currently employed at Navneet Education Limited, with factors such as ability, experience, and potential for growth taken into consideration. Employees are encouraged to express interest in positions for which they believe they are qualified.
- A transfer is defined as a change from one position to another within the same classification and salary range and normally does not necessarily include an increase in the salary.

SECTION–III

ORGANIZATION DISCIPLINE & DECORUM

3.1 DRESS CODE

In addition to being an asset, the employee is also the Brand Ambassador of the Organization. The conduct, behavior and personal appearance of the employee reflects on him/her as well as on the organization. Thus, it is important to define a code for dressing that everyone understands.

Taking into account the prevailing trends on business attire, following norms shall apply:

- Employees are expected to be dressed properly and groomed well while on duty. Ordinarily, business formal dress code shall be followed.
- On week days from Monday to Friday appropriate business formal is recommended. For men, this would mean appropriate trousers, shirts tucked in. Similarly, ladies shall wear appropriate sari, salwarkameez or business suits. On weekends i.e. Saturday appropriate business casuals wear is recommended.
- Employees who have to interact with clients/vendors/consultants will be required to wear formal attire even outside the office premises. Attire should be clean, neat and well pressed.
- Employees may wear clothes appropriate to the occasion when a particular location is collectively celebrating a festival/event. This is subject to there being no client visit on the particular day.

3.2 OFFICE ETIQUETTES

- Employees should wear his/her Identity card during office hours.
- Employees should switch off the airconditioner, Computer/Laptop and lights while leaving workplaces.

3.3 ALCOHOL, DRUG ABUSE & SMOKING

Smoking, alcohol and drug abuse can significantly affect an employee's health in turn affecting his/her performance, while damaging workplace morale.

- Smoking of any kind is not permitted inside any of the Navneet's Office premises.
- Chewing any Paan (Betel leaf) or any kind of tobacco is not permitted in the Office premises
- The organization prohibits possession, consumption, distribution or advertisement of alcohol or drugs in the office premises.
- Any employee who violates this policy may be subject to disciplinary action, including termination of services.

3.4 BETTING & GAMBLING

The organization is committed to follow all the laws of the land, which includes prohibition on betting or gambling.

- Gambling is defined as playing games for possible monetary gain and will include, but not limited to cards, dice, lottery tickets, etc.
- Betting/gambling in any form is prohibited, including betting on sports or any other events, within the organization premises and with a monetary value attached to it. Such an act will attract strict disciplinary action.

3.5 PERSONAL PROPERTY

- The organization believes that personal effects and documents of the employee is primarily his/her own responsibility.
- The organization however, assists the employee in taking care of their belongings by providing drawers and lockers wherever it is possible.

3.6 LOST & FOUND

In case of a loss

- The employee may contact his/her superior or Security to report a lost belonging, describing the item lost, and the place and time when it was lost.

Finding a lost property

- If any item is found lying unclaimed, the employee is expected to hand it over at the Security Office.
- If a lost and found property is not claimed within 30 days, the organization will not be responsible for the same.

3.7 CLEANLINESS

- It is expected of every employee to maintain cleanliness in office premises. We are sure that all the employees will co-operate to make the office a pleasant working environment.

3.8 USE OF ELECTRONIC COMMUNICATION

- The organization's electronic information resources and telephonic communication systems should be primarily used for business-related purposes. It is every employee's responsibility to use the organization's electronic information resources and telephonic communication systems in a professional, ethical and lawful manner.

3.9 SECURITY

- The policy states the guiding principles for maintaining a safe and secure workplace.

Guiding Principles

- All visitors must register with the security, allow the parcels that they carry to be examined by the guard and only then proceed to the office premises. The security will inform the relevant department of their visitors' arrival. If visitors are to be met in workplace, they are escorted to the appropriate office/conference room.
- Lock your computer/laptop screen when you leave your seat, do not depend on screensaver to do it.
- Ensure there are no confidential documents on your desk at the end of the day.
- Wipe whiteboards after a meeting in the conference room & delete your documents from the conference room.
- Securely shred your confidential documents when no longer used.
- If you are printing a confidential documents immediately go to the printer to collect it.
- Do not use unauthorized software.
- Ensure your computer is password protected.
- Ensure that the surroundings are safe enough during telecom/ video conferences /meetings to talk about company confidential matters.
- Backup important data regularly on the server or call the IT team to understand the procedure.

3.10 GENERAL CONDUCT

- An employee shall undertake and perform his/her duties in such capacity and at such place as he/she may from time to time be directed by the company.
- An employee shall at all times take all possible steps to ensure and protect the interests of the company and discharge his/her duties with utmost integrity, honesty, devotion and diligence.
- An employee shall maintain good conduct and discipline and show courtesy and attention to all persons in all transactions and negotiations.
- An employee shall observe, comply with and obey all orders and directions which may vary from time to time be given by any person or persons under whose control he/she may for the time being be placed.

3.11 SECRECY

- An employee shall maintain the strictest secrecy regarding the company's affairs.

3.12 OUTSIDE EMPLOYMENT

- No employee shall engage himself/herself in any trade or business or undertake any other employment, part time or full time.
- No employee shall render a service or represent as a director or the employee of an organization with which the company has at the relevant time a business relationship, whether for reward or not, outside the normal course of their employment, without the prior written consent of the Management.
- If a close relative of an employee should render services to any company or organization in the way described above, the fact should be declared so that the company may be given the opportunity to examine its impact.
- An employee who holds position with the company which requires him/her to do business on the company's behalf with outside organizations shall report any interest, financial or otherwise, which he/she or his/her close relative has in such outside organizations.
- No employee shall engage himself/herself or participate in any demonstration which is prejudicial to the interests of the company.

3.13 ACCEPTANCE OF ENTERTAINMENT & GIFT

- No employee shall accept or permit any member of his/her family or any person acting on his/her behalf to accept any entertainment or gift from any vendors/suppliers of the company.

SECTION–IV

ENTITLEMENTS

4.1 LEAVE

Company provides Earned Leave and Casual Leave.

Leave Type	No. of Days	Accumulation	Encashment
Casual Leave [CL]	7	0	No
Earned Leave [EL]	28	60	At the time of separation
Leave Period	August to July		

LEAVE ENTITLEMENTS

CASUAL LEAVE

- An employee is eligible for Casual Leave of 7 working days in a leave year. The Casual Leave shall be credited to the employee's leave account in advance.
- An employee joining after the 1st August of the year will be entitled to pro-rata Casual Leave for the first year.
- New Joiners can start availing one CL per month.
- A maximum of 3 days accumulated Casual Leaves can be availed by an employee at a go.
- However, Casual Leave may be combined with weekly and/or paid holidays.
- Casual Leave can be availed for ½ day also. For this purpose, the first 4 hours of duty is considered as the first half and the last four hours of duty as the second half.
- Unavailed Casual Leave as on 31st July every year will be lapsed.

EARNED LEAVE

- An employee is eligible for Earned Leave of 28 days for each completed year of service. Earned Leave eligible for the year shall be credited to the employees leave account in arrears, on the 1st of August of each year.
- An employee joining after the 1st August of the year will be entitled to pro-rata Earned Leave.
- Availment of "Leave Without Pay" by an employee will result in proportionate reduction in the number of Earned Leaves credited to the employee's leave account for the corresponding year.
- **Earned Leave can be availed by an employee only after completion of a probation period subject to available EL balance to an employee's account.**
- Intervening weekly-off or paid holidays occurring between leave availed (EL or CL) will not be counted as leave, i.e., only the exact number of work days on which the employee was away, will be counted for the purpose of deduction from the employees' leave balance.
- However, the Sandwiched Leave rule will continue to be applicable as hitherto for Leave Without Pay (LWP), Maternity Leave & Absconding leave types.
- Earned Leave may be combined with Maternity Leave, but not with Casual Leave.

- Earned Leave can be availed on grounds of ill health. In such cases, leave for more than 2 days should be supported by a medical certificate from a registered medical practitioner.
- Unavailed leaves up to a maximum of 15 days will be first encashed for employees on an auto mode in August month's payroll.
- Any unavailed leaves remaining after this exercise will then be carried forward as non-encashable leaves (max upto 60 days).
- Unavailed Earned Leave balance can be encashed only at the time of separation.

PROCESS

- As far as possible, an employee shall apply leave at least 7 clear working days prior to proceeding on leave through HRMS portal. Exceptions would be only in cases of emergencies and illness, in which case also every employee is expected to apply on the day he/she resumes duties, for treating their absence as leave. Even in such exigencies, an employee is expected to communicate to his/her immediate manager, over the telephone, either personally or through a near relative about the need for the unscheduled leave. Leaving messages with the reception desk, the security or any other person, would not be treated as adequate.
- An employee, who has been sanctioned leave and leaves his/her place of duty, shall furnish to the company the postal address/telephone number at which he/she can be contacted when out of station.
- When an employee, whose leave has been approved, later decides to modify or cancel the leave, he/she shall make the changes in HRMS portal.
- Whenever an employee remains absent without proper approval or without sufficient leave balance, the period of such absence would be treated as "Leave without Pay". If such leave is unauthorized, it would attract appropriate disciplinary action.
- The leave records would be tallied with the attendance records periodically and an update will be indicated in the monthly salary slip.

GENERAL

- No leave can be claimed by any employee as a matter of right.
- Grant of leave is subject to the exigencies of service.
- An employee on leave may be recalled to duty whenever the company deems it necessary and fit to do so.
- For the festival of Diwali alone, holidays and weekly-off prefixed or suffixed to the Diwali holidays declared by the company, shall be excluded from computation of number of days of leave availed by the employee.

4.2 HOLIDAYS

The list of holidays observed in any calendar year is declared by the end of December for the subsequent year and the same shall be viewed in HRMS portal.

4.3 STATUTORY BONUS PAYMENT

Employee Handbook

- Employees are paid bonus as per the provisions of The Payment of Bonus Act, 1965.
- Statutory Bonus is calculated on Earned Basic Salary, and it is paid on Monthly Basis as Advance Bonus.

4.4 VARIABLE PAY (FOR OFFICE STAFF)

- Variable Pay is the portion of employee's remuneration (CTC) which is earned by the employees on meeting their performance targets in their KRA assessment.
- **Criteria for deciding Variable Pay amount:**

Employee CTC Range	Variable Pay- Ratio to employee's total CTC	EXAMPLE		
		Fixed CTC (a)	Variable CTC/ Perf Bonus (b)	Total CTC (a)+(b)
1 lac -5 lacs	No Variable Pay	5,00,000	0	5,00,000
>5 lacs-10 lacs	5%	5,70,000	30,000	6,00,000
>10 lacs-20 lacs	8%	13,80,000	1,20,000	15,00,000
>20 lacs-50 lacs	10%	31,50,000	3,50,000	35,00,000
>50 lacs-1 crore	15%	59,50,000	10,50,000	70,00,000
>1 crore	20%	100,00,000	25,00,000	1,25,00,000

- **Criteria and Process of payment of Variable Pay:**
- SBU Head/Reporting Manager will decide the Variable Pay amount to be finally paid to the employee subject to the overall KRA assessment. It needs to be ensured that the Variable Pay is commensurate with the performance of the employee.
- Variable Pay shall be paid to the employee after their reporting Manager submitting the duly completed KRA Assessment and ratings to HR.
- If the employee leaves the organization during the year, then Variable Pay shall be paid only if he/she has completed a minimum of six months in that year, subject to a satisfactory performance rating from their reporting Manager. Also, it will be paid on a pro-rata basis subject to the number of months an employee has served in the year when he/she leaves.

4.5 VARIABLE PAY (FOR SALES STAFF)

- Variable Pay for Sales Staff is as per Scheme announced by respective business unit.

4.6 GRATUITY

- Gratuity is payable as per the provisions of The Payment of Gratuity Act, 1972.
- All permanent employees of Navneet Education Limited who complete 60 months of continuous service with the company are eligible for Gratuity on their exiting the company's service.
- Gratuity is calculated @ 15-day's salary per year for every completed year of service. For the purpose of gratuity calculation, salary means the basic salary of the employee at the time of separation.
- Gratuity is currently non-taxable till Rs.20,00,000/-. Gratuity amount in excess of Rs.20,00,000/- will become taxable.

4.7 MATERNITY BENEFITS

- Women employees are entitled to maternity benefit as per the provisions defined under The Maternity Benefit Act, 1961.
- A women employee in the company's services not covered by the ESI scheme is eligible for Maternity Leave of 26 weeks as per the provisions of the Maternity Benefit Act., provided that she has actually worked for at least 80 days in the preceding 12 months of the expected date of delivery.
- The benefit is for 26 weeks (182 days), of which not more than 8 week shall precede the date of her expected delivery. However the total number of days of maternity leave is restricted to 26 weeks, i.e. 182 days.
- After exhaustion of Maternity Leave, the employee can suffix Earned Leave to this leave type. This is discretionary and subject to approval from the 'Immediate Manager'.

Procedure & Entitlement

- To avail this benefit, the employee has to submit "Form 1 – Notice Claiming Maternity Benefits and Other Dues" and "Form 2- Certificate of Pregnancy duly filled by the doctor" stating that employee is pregnant and expected date to deliver a child. Along with it, employee needs to submit the leave form mentioning the date from which employee will be away from work, not being a date earlier than 8 weeks from the date of her expected delivery.
- On receipt of above mentioned forms and approved Leave form, HR will initiate the process for payment of 8 weeks (56 days). Payment will be calculated on Monthly Gross Salary and processed under the head 'Maternity Benefit Pay' in the respective payroll. During the period of Maternity Leave, i.e. 182 days, the employee will be treated as Leave Without Pay.
- On delivering child, employee has to submit "Form 2-Certificate of Pregnancy duly filled by the doctor" stating the date of delivery, HR will initiate the process for payment of 18 weeks (126 days).
- Amount received under the Maternity Benefit is subject to Income Tax.

SECTION–V

PAYROLL

5.1 COMPENSATION

Employee Handbook

At Navneet we believe in equitable compensation. Our criteria when fixing compensation is as follows:

- Educational Qualification
- Work Experience before joining Navneet and its relevance for the job

Once the employee joins the organization, his/her increments and future level of pay shall be dependent solely on his/her performance within the assessment period.

For the first year, all confirmed employees as on the first day of the increment cycle will be eligible for increment. This increment percentage will be proportionate to the months the employee has completed after joining the organization.

5.2 PAYROLL CYCLE

The cycle for payroll processing is from the 1st day of the month to the last day of the payroll month. All departments provide inputs to HR Department on/or before last day of every month. Any input received after last day of the payroll month are adjusted in the subsequent payroll cycle.

5.3 PAYMENT OF SALARY

- The Salary payout will happen between 5th and 7th of every month.
- The pay slip for each month will be uploaded on HRMS portal. Employees are advised to download the same for their reference.

5.4 PAY DEDUCTION

Deductions are made under the following heads from the employees' salary as applicable:

- Income Tax (IT)
- Profession Tax (PT)
- Employee Provident Fund and Pension Scheme (EPF)
- Employee State Insurance Scheme (ESIS)
- Any other deductions/recoveries arising from time to time

5.5 INCOME TAX (IT)

- The HR department provides a statement of projected income and Income Tax calculation to the applicable employees with taxable income. Such employees are expected to submit the declaration of his/her investments plan to the HR department within the prescribed time frame, based on which the tax liability is estimated and income tax is deducted in equal installments till the end of financial year. Actual proofs of investments are to be submitted by December every year. In case, the employee fails to submit the proofs of investments, tax will be deducted without considering the declared investments.
- An employee who has joined Navneet in the middle of the financial year is expected to produce salary certificates showing details of his/her income and tax deducted in their previous organization to enable proper tax computation for the entire financial year at Navneet.

5.6 PROFESSION TAX (PT)

The company shall deduct profession tax of all employees as per statutory rules in this regard.

5.7 EMPLOYEE PROVIDENT FUND (EPF)

Employees are covered under the provisions of Provident Fund Act, 1952 from the date of their joining the company. The rate of contribution towards the scheme by an employee and company (12% at present) is as per the prevailing rates under the Act.

- **PF Nomination**

New joinee who is to be covered under PF is expected to fill up the PF nomination form in triplicate. In case of change in nomination later, the employee needs to fill up the same form again with the new nominations.

- **The accumulation of the Funds are payable to: the member / his nominee on**

- the member on his/her retirement from service after attaining the age of retirement as laid down in the service rules.
- the member on his/her Premature retirement on account of total or permanent disability on medical grounds.
- the nominee in case of death of the member

For more information on benefits under Provident Fund, please visit www.epfindia.com.

5.8 EMPLOYEES STATE INSURANCE SCHEME (ESIS)

- An employee drawing a salary less than or equal to Rs. 21000/- (Currently gross per month), is covered under this Act.
- Insured person and his dependents can avail these benefits as per provisions of the Act, viz.
 - **Sickness Benefit**
 - **Funeral Aid**
 - **Disablement Benefit**
 - **Dependent Benefit**
 - **Maternity Benefit**
- Payment of Contribution-

The coverage under ESI Scheme entails contribution from salary which is at present @ 3.25% by employer and 0.75% by employee, each month.

For more information on benefits/processes under ESIC, please visit www.esic.in

SECTION-VI

BENEFITS

6.1 LUNCH

- There is a kitchen facility at Dadar Office and all Navneet employees may avail of the lunch facility. At present this facility is free of cost.
- The kitchen facility will be accessible during specified time only.
- Employees are advised to refrain from using the canteen facilities other than at the break timings.

6.2 LOAN POLICY

Purpose:

- The company provides financial assistance to employees for various purposes.

Eligibility:

- To avail loan, the employee should have completed minimum of three years of service with the company.
- The attendance, conduct and performance of the applicant employee should be satisfactory.

Loan Amount:

- The amount of loan shall be limited to lowest of the following:
 - 5 times of Monthly Gross Salary
 - Maximum amount of Rs.1,00,000/- with the following criteria
 - For Loan exceeding Rs.50,000/-, the amount of loan in excess of Rs.50,000/- shall be covered by Gratuity amount as on the date of application.

Repayment Period:

- Loan should be repaid within a maximum period of 36 months.
- Total deduction from salary, including proposed loan installment, should not exceed 65% of gross monthly salary on the date of application.
- The recovery of the loan shall commence through Payroll immediately after disbursement. Outstanding loan will be recovered from payable Leave Encashment, Incentive, Variable Pay and in the event employee leaving the organization before repaying the loan from Full & Final Settlement including Gratuity and other dues.

Other Conditions:

- There will be a cooling period of six months between 2 loans.
- Top-up (additional) loan will be approved only for emergencies with the following criteria:
 - Top-up loan should be repaid within the end period of previous loan.
 - Additional Monthly installment will be deducted for top-up loan.
- Reduction in the loan installment and/or deduction from annual bonus will not be permitted during the tenure of the loan.
- At present the employee loans are interest-free. The Management reserves the right to charge interest on such loans at any time.

- The employee loan facility is provided by the Management as a goodwill gesture and shall always be at their discretion. The loan policy should not be construed as an entitlement or right by any employee.

Procedure for availing the Loan:

An employee, who is eligible for loan, shall follow the procedure mentioned below:

- The employee submits the completely filled application form to his/her Functional Head/Authorized Person.
- Functional Head/Authorized Person confirms the overall conduct and work performance of the applicant. The loan applications of the Functional Heads/Authorized persons will be submitted directly to the HR Dept. where they will be processed.
- The HR department will check if the loan applied is as per eligibility and other aspects of this policy. Loan application will thereafter be approved by the Head-HR or Authorized Official.
- Loan application may be approved partially/rejected in line with the eligibility criteria.
- Approved loan amount will be disbursed either by cheque to the employee/through department or will be processed in payroll.
- Any deviation in the policy/process needs to be authorized by the HR Head or by the Management.

Tax Applicability:

An employee availing loan from the company will be governed by the Income Tax rules in relation to the perquisite value being added to the income of the employee which will be taxed accordingly.

6.3 GROUP PERSONAL ACCIDENT (GPA)

Objective:

This policy provides financial coverage to employees against the risk of death or injury sustained due to accidents caused by visible external means.

Features:

- This insurance cover is presently provided by an external service provider “Magma HDI General Insurance Company Ltd.”
- Under this policy, coverage for every employee is a sum assured equivalent to their 1 time of annual Gross Salary (At the time of policy renewal) OR Minimum sum assured of Rs. 10,00,000/-, whichever is less
- Under this cover, a lump sum benefit is payable on an employee’s unfortunate accidental death.
- Accident would mean a sudden, unforeseen, uncontrollable and unexpected physical event to the insured person caused by external, violent and visible means.

Benefits covered under Group Personal Accident Policy are as follows:

1. Accidental Death:

- Death of the Employee on account of an accident.
- Sum assured equivalent to their annual Gross Salary (At the time of policy renewal) OR Minimum sum assured of Rs. 10,00,000/-, whichever is less paid to the nominee.

2. Permanent Total Disablement (PTD):

- Bodily injury means Disability, as the result of a bodily injury, which:
- Continues for a period of twelve (12) consecutive months, and
- Is confirmed as total, continuous and permanent by a physician after the twelve (12) consecutive months, and
- Entirely prevents an insured person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- In such case, employee will get the lump sum amount as per below table.

Nature of PTD	Percentage of Sum Insured
Loss of sight of both eyes	100%
Loss of two entire hands	100%
Loss of two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of one eye and one entire hand OR Loss of one eye and one entire foot	100%
Loss of one entire hand or of one entire foot	50%
Loss of sight of one eye	50%
If such Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description	100%

(Loss means Actual loss by physical separation or Total and irrecoverable loss of functional use)

For the purpose of this cover, Loss means the physical separation of body part, or, the total loss of functional use of a body organ or part provided such loss of functional use has continued for at least 12 months from the onset of such loss and is considered permanent by Medical Practitioner.

3. Permanent Partial Disablement (PPD):

- If at any time during the Policy Period, the Insured Person sustains an Injury resulting solely and directly due to an Accident anywhere in the world, and results in permanent partial disablement (PPD), of any of the nature specified below, of the Insured person within 12 months of such accident, then employee's nominee as the case may be, eligible for the lump sum amount as per below table. The benefit amount is calculated on the Sum Insured as specified in Policy schedule / Certificate of Insurance against this cover.
- The benefit as per nature of the permanent partial disablement is as specified below:

Nature of PPD	Benefit as % of Sum Insured
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Actual loss by physical separation of one entire hand or one entire foot	50%
Use of a hand or a foot without physical separation	50%
Loss of speech	75%
Loss of toes-all of any one foot	20%
Loss of toes great- both phalanges	5%
Loss of toes great- one phalanx	2%
Loss of toes other than great- if more than one toes lost: each	2%
Loss of hearing: both ears	75%
Loss of hearing: One ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers of one hand	35%
Loss of thumb- both phalanges	25%
Loss of thumb- One phalanx	10%
Loss of index finger- three phalanges	10%
Loss of index finger- two phalanges	8%
Loss of index finger- one phalanx	4%
Loss of middle finger or Ring finger or little finger- three phalanges	6%
Loss of middle finger or Ring finger or little finger- two phalanges	4%
Loss of middle finger or Ring finger or little finger- one phalanx	2%
Loss of metacarpals- any (additional)	3%
Loss of sense of Taste	5%
Loss of sense of Smell	10%
Any other PPD As assessed by Doctor	As assessed by Doctor

4. Temporary Total Disablement (TTD):

- If at any time during the Policy Period, the Insured Person sustains an Injury resulting solely and directly due to an Accident anywhere in the world, and results in temporary total disablement (TTD), then employee is eligible for weekly benefit subject to following:
- The TTD should be such that it completely prevents the Insured person from performing duties pertaining to employment/occupation
- TTD must be certified by Medical Practitioner or Doctor
- Coverage under TTD compensation maximum is upto 3% of Sum Insured or Max Rs. 20,000/-per week, whichever is less up to 104 weeks

5. Accident Hospitalization due to accidental injury:

- Reimbursement Upto Rs. 200,000/- or actuals which ever is lower

6. Child Education:

- For first 2 living children at Covered up to Rs.5,000/- (per year) or actuals whichever is lower who are below 25 years of age and pursuing an educational course as full time student, in case of death or permanent total disablement of the insured person.

7. Carriage of Remains:

- Carriage of Dead body Rs.5,000/-or actuals whichever is lower

8. Emergency Family Travel:

- Covered up to Rs.5,000/- or actuals whichever is lower, minimum distance to be in excess of 500 kms

9. Funeral Expenses:

- Covered up to Rs.5,000/- or actuals whichever is lower

Policy will not cover Death or Injury caused due to the following reasons:

- Injury or treatment related to addictive conditions and disorders resulting from any kind of substance abuse or misuse including alcohol abuse or misuse.
- Participation in Adventure Sports.
- Any intentional self-injury, suicide or attempted suicide, insanity or stress
- Insured person committing any breach of law with criminal intent or participation in any riots, civil commotion or felony
- Compensation in respect of death, injury or disablement of Insured Person from participation in skydiving, paragliding, hang gliding, bungee jumping, mountaineering, driving in races or rallies using a motorized vehicle, skiing, hunting or equestrian activities, scuba diving, skin diving or any other underwater sport/activity, rafting, boating outside coastal waters (2 miles) or any potentially dangerous sports for which the Insured is untrained, unless specifically covered under the policy.
- Any Pre-existing Condition or any complication arising therefrom
- Any psychiatric or mental disorders
- Any sexually transmitted disease
- Congenital internal or external diseases, defects or anomalies or in consequences thereof
- Infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other disease (except disablement arising from an accident)
- Medical or surgical treatment except as may be necessary solely as a result of Injury
- Perils of the sea are excluded from the scope of policy
- Participation in actual or attempted felony, riot, civil commotion, crime misdemeanour
- Professional sports team in respect of specific benefit for inability to perform
- Any injury or any disease directly or indirectly caused by or arising from ionizing radiation or contamination by radioactivity from the combustion of nuclear fuel
- Automatic passenger covers (Airlines)
- GAS policies for crews of Aircraft and Ships
- Air travel except as a fare paying passenger on a recognized airline operating on regular scheduled air routes or air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports/routes
- Participation in any kind of motor speed contest (incl Trial, training and qualifying heats)
- Group Insurances in respect of underground mining and for contractors specializing in tunnelling
- Group insurance for naval, military or air force personnel
- Employers liability, occupational disease
- Any form of reimbursement of liability settlements

- Death other than accidental death
- Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement
- Any act of Nuclear, Chemical, Biological Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- Radioactive, chemical, nuclear contamination or ionizing radiation

6.4 EMPLOYEE COMPENSATION INSURANCE (As per Employee Compensation ACT, 1923)

Objective:

- Covers employees not eligible for ESI (gross salary > Rs. 21,000/-) in case of accidents arising out of and during employment, causing death or disablement.

Amount of Compensation

- Based on age and wage, as per the Employee Compensation Act, 1923.

Claim Process under EC Policy

The Employee/legal heir/Nominee of the deceased employee has to submit the required documents to the HR department (As per below table) which will be forwarded to the Insurance company. The amount approved by the Commissioner will be settled by the Insurance company (Presently Magma HDI General Insurance Company Limited).

Claim Settlement Process for Group Personal Accident and Employee Compensation Policy

- The employee or his/her family or concern manager must inform hr@navneet.com and EH&S department sneha.sriram@navneet.com immediately on the occurrence of the accident with full details like date, time, place, and any other important information which provides clarity of the incident
- Accident Investigation will be done by EH&S Department for Root Cause Analysis including negligence of safety guidelines if any.
- During accident investigation if it found that the accident was caused due to willful act or negligence of safety guidelines, the claim may not be processed further.
- On receiving confirmation from EH&S department, necessary forms will be sent by HR to initiate the claim.
- Claim documents to be submitted within 7 days from the date of resumption of work, in case of any deficiency in the supporting documents same to be submitted within 7 days.
- Till the employee reports for duty, he will be on Accident Leave. During accident leave no salary will be processed from the payroll. However, upon joining the duty and submission of required documents employees will be compensated with TTD (Temporary Total disablement) benefits as per the GPA policy features i.e. upto Rs.20,000/- per week upto maximum of 104 weeks.
- If the Accident Leave period exceeds two month, Navneet will provide a salary advance equivalent to the Temporary Total Disability (TTD) amount for a maximum period of six months.

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- The employee is required to repay this advance upon rejoining duty. To ensure repayment, the employee must provide a blank, crossed cheque made out to “Navneet Education Limited” at the time of availing the advance.
- If the insurance company does not settle the claim due to non-submission or deficiency in the supporting claim documents, the employee will be responsible for repaying the advance from their own funds.
- Expected claim settlement TAT 30 days (For GPA Policy) from complete documents submission to the insurance company. The claim amount will be directly credited to an employee’s bank account by the insurance company.
- Admissible Accidental Hospitalization expenses will be reimbursed as per the GPA and Employee Compensation policy.
- In case of willfulness or negligence of safety guidelines, necessary disciplinary action will be taken against the employee
- **Under no circumstances, the Reporting Manager or Department should allow the employees to join without obtaining a fitness certificate from the doctor and submitting the same to HR.**
- The following documents are to be attached at the time of claim submission:

Sr. No.	In case of Death	In case of Temporary/Partial Disability
1	Death Certificate	Copy of FIR / Panchnama and complete incident explanation by an employee
2	Original Postmortem Report	Original Treatment/Diagnostic Report/Hospital/Medicine Bills and Discharge Summary
3	Copy of FIR and Panchnama	CKYC Form
4	Original Treatment/Diagnostic Report/Hospital/Medicine Bills and Discharge Summary	Claim Form
4	CKYC Form	Fitness certificate from treating Doctor
6	Claim Form	Incident reporting and Investigation Form
7	Incident reporting and Investigation Form	Nature and Degree of Disability certificate

For Further query/details on Group Personal Accident Policy, please contact the HR Department.

NOTE: The above-listed benefits and processes provide a broader summary. Claims will be processed and settled in accordance with the insurance company’s policy.

6.5 REIMBURSEMENT OF MEDICLAIM INSURANCE PREMIUM

Purpose:

To cover employees and their family members under the umbrella of Mediclaim Policy by reimbursing premium paid.

Eligibility:

- All confirmed employees are eligible to claim Mediclaim reimbursement
- Mediclaim Policy should necessarily be in the name of the employee i.e. employee should be the proposer of the policy and the premium amount should have been paid by the employee
- Mediclaim Policy should be active at the time of claim
- Reimbursement will be done in the same Financial Year in which the premium is paid i.e. All policy renewals falling due between 01-04-2022 to 31-03-2023 will need to be claimed latest by 20-03-2023
- New employees claiming for the first time, can claim reimbursement for existing or new Mediclaim Policy and have to submit a reimbursement request on or before 20th March of the month

Reimbursement Amount:

- Actual amount paid as premium up to Rs.5,000/- will be reimbursed to the employee provided that premium paid pertains to Self, Spouse, Children, and Parents only

Process:

- For reimbursement of premium amount following documents have to be submitted or sent by e-mail to HR at hr@navneet.com
 - Mediclaim Reimbursement Request Form
 - Photocopy of the Policy along with Premium Receipt
- Reimbursement requests received before 20th of the month will be processed in the payroll of that month
- After due verification, reimbursement will be processed in the respective Payroll and the amount will be credited into employees' bank accounts directly

Other Conditions:

- ***Amount paid under this policy will be recovered if an employee leaves within 1 year of service***
- Reimbursement of Previous Financial Year will not be entertained i.e. Premium paid by the employee in Financial Year 2022-2023 but received by HR after 20-03-2023 will not be processed
- Any fraudulent claim made by the employee will render them liable for strict disciplinary action including termination from the company service

Tax Applicability:

Employees claiming reimbursement of Mediclaim premium from the Navneet will be governed by the Income Tax rules with regard to perquisite value being added to their income that will be taxed accordingly.

6.6 EDUCATION ASSISTANCE

Objective:

At Navneet, we firmly believe that education is the cornerstone of individual growth and societal progress. Recognizing its vital role in shaping a brighter future for our employees' children, Navneet Management has decided to support our employees by providing educational assistance for their children. This initiative reflects our commitment to fostering bright careers and empowering the next generation.

Eligibility:

- This policy applies to all employees who have completed a minimum of three years of service and have an annual CTC of up to Rs. 25 lakhs as of 31st January
- This policy will be applicable to all employees of Dadar & Lower Parel payroll.
- This policy is applicable for education taken in India only.
- Financial assistance under this policy is from Class 11 and above for first 2 dependent children only.
- Financial assistance under this policy is **exclusively for fees paid (As per the Prospectus and paid through Cheque / Online payment mode)** to approved education institutes, which includes Colleges, Universities that are duly recognized and accredited by relevant authorities as well as private classes fees. **(Fees paid in Cash will not be considered).**
- In addition to this, complete co-ordinates of the institute as well as contact numbers of relevant officials must be furnished by the employee.
- Children will not be eligible for financial assistance if they are repeating a class due to academic non-performance (except for health reasons).
- Employee can apply for financial assistance once in a financial year and for one course only within the prescribed timelines for first 2 children only.
- Course completion certificate may be demanded by HR for verification purposes.
- In the event of discontinuation of any course for which Education Assistance has been availed, the concern employee is required to inform hr@navneet.com

Financial Assistance:

<u>Class / Course</u>	<u>Maximum annual Financial Assistance (per child)</u>
Class 11 to 12	Rs.25,000/-
Graduation / Diploma in any trade (B.Com, BSc, BA etc)	Rs.50,000/-
Postgraduate OR Professional Courses (C.A., C.S., Engineering, Doctor etc)	Rs.50,000/-

Procedure for availing Financial Assistance:

An employee, who is eligible for assistance, shall follow the procedure as mentioned below

- An employee will send the duly filled application form along with the Prospectus and paid fee receipt to HR between 15th January to 31st January only.
- Fees paid by the employee should be applied for education assistance with in the same Financial Year.
- HR department will check the application as per eligibility and other information aspects of policy and thereafter the application will be approved by Authorised HR Official.
- Approved application will be disbursed directly in February payroll.

Tax Applicability:

- Employee availing the financial assistance from the company will be governed under the Income Tax rules, in relation to perquisite value being added to the income of the employee and will be taxed accordingly.

NOTE:

- No exceptions shall be allowed in the policy to prevent favouritism and differentiation and to make it a fair policy for all employees.
- The assistance to employees provided by the Management as a goodwill gesture and shall always be at their discretion. The policy should not be construed as an entitlement or right by any employee.

6.7 CHILDCARE ASSISTANCE

Objective:

The Childcare assistance policy is being introduced to strengthen diversity and inclusion and to encourage long term association of female employees towards making Navneet an employer of choice.

Eligibility:

- This policy is applicable to female employees and shall be claimed after resumption of duty post Maternity leave.
- Female employee can avail daycare reimbursement till their child attains 3 years of age
- Till 3 years age, the daycare reimbursement can be claimed anytime by the employee but not with retrospective effect
- The employee will have the full responsibility of the child's safety, wellbeing and required facility in the daycare centre chosen by her
- Employee will be eligible for reimbursement only after providing complete details to HR as per Childcare Assistance Form

Policy Features and process

- Monthly daycare reimbursement upto Rs 7,500/- shall be paid to the female employee through payroll
- Under this policy employee will be required to choose a daycare facility which is convenient for them and as per the daycare selection criteria mentioned below
- Once the employee has selected the facility, they need to fill up the application form with all required details along with documents and submit the same to HR
- HR, after necessary verification of application will approve the reimbursement
- Employees have to submit the payment receipt and other required supporting documents to HR for verification, which will be directly processed through payroll
- Minimum period is 1 month staggered claims are normally not permitted, but exceptions may be considered if appropriate justification is provided
- Management reserves the right to inspect the daycare facility at any time

Daycare Selection criteria to be solely checked and the ownership lies with the employees

- Clean and Hygienic environment
- Drinking water, sanitary, food and cooking facilities

- Proper sleeping facilities for the child
- Emergency Services (First Aid/Doctor)
- Indoor Play/Activity Space and Materials
- Live App for Parents
- CCTV Camera Access & other security arrangements
- Creative Engagement activities for children
- Growth monitoring and Report of the child
- Experienced and trained staff
- Statutory Registration with all government permission to operate the daycare center

NOTE:

- No exceptions shall be allowed in the policy to prevent favouritism and differentiation and to make it a fair policy for all employees.
- The reimbursement to employees provided by the Management as a goodwill gesture and shall always be at their discretion. The policy should not be construed as an entitlement or right by any employee.
- Any claim made on false ground / incorrect data may invite strict disciplinary action against the defaulting employee.

SECTION-VII

GRIEVANCE

7.1 ACT OF MISCONDUCT

A breach of any of the provisions of the rules contained in this chapter will constitute misconduct that is punishable.

Sample list of Misconduct – this list is illustrative, not exhaustive.

- Irregular attendance
- Staying away from duty without leave of absence including absconding
- Misbehavior including acts of violence
- Use of abusive language
- Deliberate slowing down of work
- Disobedience of transfer order or any other reasonable order
- Misuse of office equipment and facilities
- Negligence at duty
- Disobedience and non-compliance to company policy including information security policy
- Non-Performance
- Fraud or embezzlement
- Sexual harassment of colleagues
- Carrying out any business in the office premises in conflict of the terms of employment

Disciplinary action

- The authority to institute disciplinary action for acts of misconduct against any employee shall be with the Head-HR.

Punishment

- Depending on the nature and gravity of misconduct, an employee found guilty of misconduct may be:
 - Warned
 - Reduced to a lower grade and fixed at a Basic Pay in that lower grade
 - Removed from service which shall not be disqualification for future employment
 - Dismissed from service without notice

- In awarding a punishment, the authority shall take into account, the previous record of service and any other aggravating circumstances that may exist.

Suspension

- An employee may be placed under suspension:
- Where a disciplinary action against him is contemplated or pending.

OR

- Where a case against him/her in respect of any criminal offence is under investigation, enquiry or trial.

7.2 Prevention of SEXUAL HARASSMENT at Workplace (POSH)

OBJECTIVE:

Navneet Education Limited is committed to creating and maintaining a secure work environment where its Employees, Agents, Vendors and Partners can work and pursue business together in an atmosphere free of harassment, exploitation and intimidation caused by acts of Sexual Harassment within but not limited to the office premises and other locations directly related to the Company's business.

The objective of this policy is to provide protection against sexual harassment of women at workplace and for the prevention and redressal of complaints of sexual harassment and for matters connected therewith.

All concerned should take cognizance of the fact that Navneet Education Limited strongly opposes sexual harassment, and that such behavior against women is prohibited by the law as set down in The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Rules framed thereunder being the "The Sexual Harassment of Women at Work place" (herein after referred to as "Act") as well as the terms of employment Commission of any act of sexual harassment as defined in the Act and in this Policy shall result in strict disciplinary action.

At Navneet Education Limited, we have zero-tolerance for sexual harassment. We value each and every employee working with us and wish to protect their dignity and self-respect. In doing so, we are determined to promote a working environment in which persons of both genders complement each other as equals in an environment that encourages maximum productivity and to keep the personal dignity.

We at Navneet Education Limited are committed towards giving every employee a just and fair hearing on issues encountered by them at the work place with special attention to sexual harassment. Navneet Education Limited will take very serious disciplinary action against alleged harasser for any victimization of the employee who is complaining.

SCOPE

Navneet Education Limited's Policy with regard to Prevention, Prohibition and Redressal of Sexual Harassment covers every "employee" across the Company. Navneet Education Limited encourages

every employee who believes they are sexually harassed to use the redressal mechanism as provided in this policy.

The Policy is with respect to Prevention, Prohibition & Redressal of Sexual Harassment which may arise in places not limited to geographical location viz. Company's offices / branches but includes all such places or locations where acts are conducted in context of working relationships or whilst fulfilling professional duties or which may be visited by an employee during the course of employment including transportation provided by the company for undertaking such visit. Navneet Education Limited's Policy against sexual harassment includes sexual harassment by fellow employees, supervisors, managers as well as agents, contractors, customers, vendors, partners and, visitors including outsourced employees. Sexual harassment is judged by the impact on the complainant and not the intent of the Respondent. Sexual harassment as addressed in this Policy need not necessarily be from a male to a female employee, it can be vice versa as well as between individuals of same gender.

This Policy comes into force with immediate effect.

DEFINITION:

- "Aggrieved Person" means a person in relation to work place whether employed or not, who alleges to have been subject to any act of sexual harassment by the Respondent
- "Company" means Navneet Education Limited
- "employee" means a person employed at a work place for any work on regular, temporary, ad hoc or daily wages 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;
- "Internal Complaints Committee" means a committee constituted by Company as per this Policy
- "Respondent" means a person against whom the aggrieved person has made a complaint
- "workplace" includes any department, organization, undertaking, establishment, enterprise institution, office or branch unit . Any place visited by the employee arising out of or during the course of employment including transportation provided by the employer for undertaking such journey.
- "Sexual Harassment" includes any one or more of the following un welcome acts or behavior (whether directly or by implication) such as:
 - Physical contact and advances; or
 - A demand or request for sexual favors; or
 - Making Sexually colored remarks; or
 - Showing pornography or
 - any other offensive or derogatory pictures, cartoons, representations, graphics, pamphlets or sayings; or
 - Any other unwelcome physical, verbal or non - verbal conduct of sexual nature;

- Following circumstances, amongst other circumstances mentioned above, may constitute sexual harassment if it occurs or is present in relation or connected with any act or behavior of sexual harassment:
 - implied or explicit promise of preferential treatment in their employment;
 - implied or explicit threat of detrimental treatment in their employment;
 - implied or explicit threat about their present or future employment status;

 - interfering with their work or creating an intimidating or offensive or hostile work environment;
 - Humiliating treatment likely to affect the health and safety of the aggrieved person.
- In addition to the instances mentioned herein above, any other acts or behavior, which outrages the modesty of a female employee, will be considered as sexual harassment.

INTERNAL COMPLAINTS COMMITTEE:

- Every complaint received shall be forwarded to internal complaint committee formed under the policy for redressal. The investigation shall be carried out by Internal Complaints Committee constituted for this purpose.
- Internal Complaints Committee has been constituted of the following members as nominated by the Company.
- Presiding Officer, who shall be a woman employee employed at a senior level amongst the employees, shall act as Presiding officer of the committee.
 - Not less than 2 members from amongst employees, preferably committed to the cause of women OR who have had experience in social work OR have legal knowledge.
 - One member shall be from amongst Non-governmental organizations OR associations committed to the cause of women OR a person familiar with the issues relating to sexual harassment.
 - The Name of the Members of the Internal Complaints Committee is as per Annexure A of this Policy. Annexure A as may be updated from time to time for appointment of new members as per provisions of the said act shall be considered as part of this policy.
 - At least half the total members of the Committee have to be women.
- The Presiding Officer and every member shall hold office for such period, not exceeding three years, from the date of their nomination as may be specified by the employer.

COMPLAINT REDRESSAL MECHANISM

- Any aggrieved person may make, in writing, a complaint of sexual harassment at workplace to the committee giving details of the sexual harassment meted out to her/him within a period of 3 months from the date of incident and in case of a series of incidents, within a period of 3 months

- from the date of last incident, which may be extended for a further period of 3 months, if circumstances warrant such extension in the opinion of the Internal Complaints Committee.
- The Presiding Officer or any Member of the Internal Complaints Committee can render reasonable assistance to the person for making complaint in writing, in case they are unable to do so.
 - On receipt of complaint, the Internal Complaint Committee shall decide the place and time for hearing the complaint and shall intimate the date, time and place of hearing to the Complainant and Respondent. The Internal Complaints Committee shall follow principle of Natural Justice while handling such complaints.
 - Where the aggrieved person is unable to make a complaint on account of their physical incapacity, a complaint may be filed by:
 - a relative or friend; or
 - a co-worker; or
 - an officer of the National Commission for Women or State Women's Commission; or
 - any person who has knowledge of the incident, with the written consent of the aggrieved person.
 - Where the aggrieved person is dead, a complaint may be filed by any person who has knowledge of the incident, with the written consent of their legal heir.
 - Internal Complaints Committee on receipt of such written complaint, may, if require ask the aggrieved person to furnish additional information about the alleged harassment.
 - The Complainant or person authorized on their behalf as per above provision, shall make a complaint to the Internal Complaints Committee through following mode:
 - Copy of complaint along with supporting documents and names and address of witness shall be sent to Internal Complaints Committee.
 - On receipt of such complaint, Internal Complaints Committee shall provide a copy along with supporting documents of such complaints to the Respondent within 7 working days
 - Respondent shall file reply within 10 working days of receipt of the complaint along with list of documents, names and addresses of witnesses
 - Internal Complaint Committee shall investigate in detail into the matter of the complaint. The Internal Complaint committee shall have the right to call the person against whom the complaint is made or any other witnesses as when necessary.
 - Internal Complaint Committee shall have the right to terminate the enquiry or give ex-parte decision on the complaint, if the Respondent or complainant remains absent for 3 consecutive hearings, without sufficient cause
 - The Internal Committee must complete its investigation within a period 90 days
 - The parties shall not be allowed to bring any legal practitioner to represent them in their case at any stage of the proceedings before the Internal Complaints Committee.
 - For conducting the enquiry the quorum of the Internal Complaints, the Committee shall be of 3 members including the presiding officer.

- The Internal Committee may, before initiating an inquiry, and at the aggrieved person's request, attempt to settle the matter through conciliation. However, Internal Complaints Committee shall ensure that:
- Monetary settlement will not be made as a basis of conciliation.
- Where a settlement has been arrived, the settlement terms shall be signed by both the parties and shall be provided with a copy of it.
- The Internal Complaints Committee may during such investigation may exercise the power of a civil court, vested in it, in respect of:
 - summoning and enforcing the attendance of any person and examining him under oath;
 - requiring discovery and production of documents;
 - any other prescribed matter
- During such enquiry, upon written request by the aggrieved person, the committee may at its discretion recommend:
 - To transfer the aggrieved person or the respondent to any other workplace;

Provided, the aggrieved person has to tender justified reason for such transfer or leave, such as threat to work in the workplace.

CONCILIATION:

- Where a settlement has been arrived, the internal committee shall record the settlement so arrived and forward the same to the employer to take action as specified in the recommendation
- The internal committee, as the case may be, shall provide the copies of the settlement as recorded to the aggrieved person and the respondent
- Where a settlement is arrived, no further inquiry shall be conducted by the internal committee or the local committee, as the case may be

INQUIRY REPORT:

- The Committee shall on completion of the enquiry provide a report of its findings within 10 days from the date of completion of the enquiry and such report shall be made available to the concerned parties.
- If the allegation against the respondent has not been proved, the Committee may recommend that no action needs to be taken in the matter.
- If the Internal Complaints Committee arrives at the conclusion that the allegation against the respondent has been proved, it shall recommend to the employer:
 - to take action for sexual harassment as a misconduct in accordance with the provisions of the service rules applicable to the respondent or where no such service rules have been made, in such manner as may be prescribed;
 - to tender written apology to the complainant, issue warning, with holding of promotions/increments of the Respondent, terminating the Respondent

- to deduct, notwithstanding anything in the service rules applicable to the respondent, from the salary or wages of the respondent such sum as it may consider appropriate to be paid to the aggrieved person or to her legal heirs, as it may determine
- provided that in case the employer is unable to make such deduction from the salary of the respondent due to his being absent from duty or cessation of employment it may direct to the respondent to pay such sum to the aggrieved person:
- Such action will be taken within 60 days of the receipt of report

AWARENESS:

- All the Employees, Agents, Customers, Vendors, Partners and Visitors shall have access to this Policy at any given point of time and clarification related to this Policy shall be addressed by the HR Department.
- A brief shall be given to all existing employees regarding the features of this Policy immediately on formulation of the Policy and to new employees in Navneet Education Limited during their initial Induction.
- The Company shall comply with all other details as set out under Section 19 of the Act to ensure that all employees are provided with the safe working environment at the workplace
- Company shall display the notice showing the name of the Internal Complaints Committee members at its every establishment at a conspicuous place

PUNISHMENT FOR FALSE OR MALICIOUS COMPLAINT AND FALSE EVIDENCE:

- The complaint of sexual harassment made by any employee shall be taken up with utmost seriousness by Company. However, there shall be zero tolerance for any false accusation.
- If the Internal Complaint Committee comes to a conclusion that the allegation was made with malicious intent or the aggrieved person or any other person making the complaint on behalf of the aggrieved person produced false or forged or misleading documents to prove his/her case, the Internal Complaint Committee may recommend action to be taken against the person who has made the complaint, including termination of service.
- In such a case, malicious intent has to be established after an inquiry, before any action is recommended. A mere inability to substantiate a complaint or provide adequate proof would not attract action as provided herein. A similar recommendation for taking action would be recommended against any witness whom the Internal Complaint Committee concludes, that he/she has given false evidence or produced forged or misleading documents
- It is to be noted that this statement is not intended to discourage employees from coming forward with any complaints. Navneet Education Limited recognizes and expects that some claims may be difficult to prove or support, or may not in fact be found to raise to the level of seriousness deemed necessary to constitute Sexual Harassment. These types of complaints will not be considered to be false accusations.

DETERMINATION OF COMPENSATION:

For the purpose of determining the sums to be paid to the aggrieved person, the internal committee shall have regard to –

- 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 victim for physical or psychiatric treatment;
- feasibility of such payment in lump sum or in installments

MISCELLANEOUS:

- Company may make any alteration or amendment or rescind any of the clauses of this Policy as and when it finds it necessary to do so as long as it complies with the Act. Any such alterations or amendment or rescinding will be intimated to the employee.
- Nothing contained in these rules shall operate in derogation of any law for the time being in force or to the prejudice of any right of any employee under any other Rules or Law.

CONCLUSION:

Complaints relating to Sexual Harassment shall be handled and investigations will be conducted under the principles of natural justice, basis of fundamental fairness, in an impartial and confidential manner so as to protect the identity of all viz., the person bringing the charge, potential witnesses, and the person accused of improper behavior. Also, all efforts shall be taken to ensure objectivity and thoroughness throughout the process of investigation.

The identity and address of the aggrieved person, respondent and witnesses must not be published or disclosed to the public or media.

The decision of Company shall be final and binding on all. However, the same is without prejudice to any recourse that Company or the individual concerned may have against the respondent and it shall not limit or restrict the rights of the Complainant and/or Company to pursue, nor shall they be precluded from pursuing, such further and other legal actions as may be available.

Notwithstanding terms, phrases technical/non-technical language used herein and as may be amended from time to time, the true interpretation and implementation of the policy is not intended to and shall never be in contradiction to any of the provisions of the act.

Composition of Internal Complaint Committee

Designation	Name of the Member	Extn no.	Mobile Number
Presiding Officer	Ms. Sneha Sriram	6745	97696 60590
Member-1	Ms. Rupa Shah	6498	99300 43763
Member-2	Ms. Archana Dabholkar	6437	98336 22985
Member-3	Ms. Bhanumadhi Naidu	6337	70305 70444
Member-4	Ms. Deepika Sodye	6309	96647 92863
Member-5	Ms. Rashmi Deollikar	6566	98920 33242
Member-6	Ms. Rutuja Rajurkar	6449	98679 68958
Member-7	Mr. Harish Shetty	6599	98928 58002
Member-8	Mr. Mayur Kulkarni	6484	99702 72651
Member-9	Mr. Paresh Dedhia	6345	98207 28155
Member-10	Mr. Sandeep Kotak	6534	99203 68665
External Member	Mr. Harish Gogri		98211 05559
<i>For Complaints and Queries, Email us at posh.dadar@navneet.com</i>			

7.3 Process for Employee Complaints / Grievance Redressal

- In case of any issues / doubts / complaints / grievance on any matter, employees shall reach out to their supervisor / Managers in said order to get clarification or sort out the issues.
- In case of the issues / doubts / complaints / grievance is not resolved employee can approach HOD and still it is not resolved to the satisfaction, employee can approach HR Department.
- Navneet follows an open-door policy for employees to reach HR Department freely at any time for any grievance.
- Alternatively, the complaint / concern can be written and deposited in complaint / suggestion box.
- The complaint / suggestion box check by HR department on weekly basis and reviewed the received complaint / suggestion. A register is maintained to record the same. Suitable action will be taken on suggestions/complaints received.
- Any unresolved complaints will be handled by Department Head / Head HR.

Employee Handbook

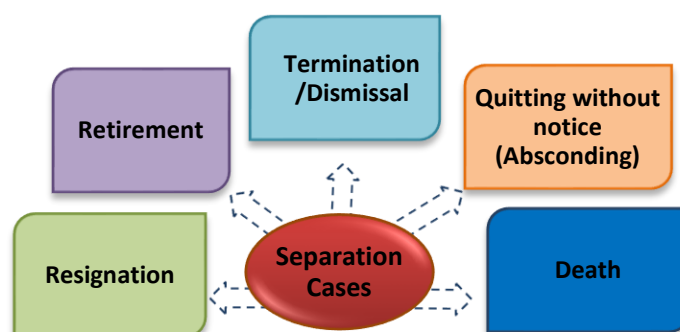
- The employee who makes the complaint shall be protected against all sorts of retaliation and adverse consequences.

SECTION–VIII

SEPARATION

SEPARATION

All good things will come to an end some day.



8.1 RETIREMENT

All good things come to an end someday. The retirement age for all employees is 58 years. However, the actual day of retirement will be the last working day of the month of retirement and the employee is expected to continue in the service till the end of that month.

Process:

- 6 months prior to the Date of Retirement, HR Department will issue a communication to the Head of the Department and retiring employee, informing of the Date of Retirement, the necessary formalities/planning for handing over of jobs/functions etc. to be completed by the retiring employee.
- Respective Department completes the Employee Exit Sign-Off Confirmation Form and sends the same to HR department.
- On receiving the Department's clearance Full and Final Settlement will be taken up by HR who will also provide an Experience/Relieving letter on request by the concerned employee.

8.2 TERMINATION/DISMISSAL

Case 1 - The Company may terminate an employee without prior notice or payment in lieu of notice in one or more of the following circumstances:

- Violation of ethical standards set by the company.
- Consistent performance below expectations, in spite of giving a reasonable amount of time to correct the deficiencies.
- Serious misconduct including behaviour (whether on or off duty) which is likely to bring disrepute to the company.

Case 2 - Termination may also be initiated against a probationer. A probationer may be terminated at the end of the probation period or even earlier on account of his/her inability to satisfactorily perform his/her job.

Process of Termination:

Employee Handbook

- The department/Divisional Head recommends to the HR at least 2weeks prior to end of probationary period.
- The HR issues the termination letter.
- The employee completes clearance formalities.
- HR does the full and final settlement.

8.3 DEATH

In case of death of an employee while in service, his nominees/beneficiaries are required to send a copy of the death certificate to the HR, who in turn will processes the settlement in favour of the heir. A gist of benefits available to the nominee is as under:

- Gratuity
- Group Personal Accident Benefits
- Provident Fund (EDLI) Benefits
- Employee Pension Scheme Benefit

8.4 QUITTING WITHOUT NOTICE/ABSCONDING

Absconding means –

When the employee leaves the organization without tendering his/her resignation or following the proper process of separation.

8.5 RESIGNATION/VOLUNTARYTERMINATION

- An employee voluntarily leaving the services of the Company is required to give notice of resignation as per the terms of his/her appointment or subsequent amendments thereof.
- The Management may at its discretion sanction leave to the resigning employee during his/her notice period, provided he/she have such leave to his/her credit.

Notice Period:

- If either party wishes to terminate the employment, the terminating party shall serve notice of termination to the other party as below:

Category	During Probation Period	After Confirmation
Assistant General Manager, DGM, GM & above	(1½) months	(3) months
Deputy Manager, Manager, Sr. Manager	(1) month	(2) months
Staff, Executive, Sr. Executive, Officer, Sr. Officer, Assistant Manager	(1) month	(1½) months

- If the notice period is not served, you will be liable to pay an amount equal to the gross salary for the shortfall in the notice period and the same shall be recovered from your final settlement. The company reserves the right to relieve you earlier than the applicable notice period without payment of any compensation.

Full & Final Settlement Process:

- The employee submits his/her resignation to the Reporting Manager.
- The Reporting Manager upon receiving the resignation will initiate discussion with the employee; will decide the notice period and the last working date.
- If the employee requests for reduction/waiver of notice period, the company may examine the request on merits and would decide at its discretion.
- Payment/Recovery towards notice period will be made on the basis of monthly gross salary in the full & final settlement.

Clearance Formalities:

- After the resignation is accepted, the Reporting Manager should ensure a proper hand over from the exiting employee. If the employee owns any of the company's assets then he/she should return the same to the respective department.
- Reporting Manager must send the "Employee Exit Sign-off Confirmation" as above, to the HR department.
- On receiving "Employee Exit Sign-off Confirmation" as above, HR will update the Resignation date and Separation date of the employee in their records and proceed with processing the Full & Final Settlement.
- HR department will process the Full & Final Settlement during the payroll process.
- Once dues are processed, the HR department will send the F&F Computation to the employee for acceptance through his/her respective department.
- On receiving the accepted Full & Final settlement, the HR department will arrange for Payment of the Full & Final Settlement Amount.
- A relieving letter for the exiting employee will be issued to him/her by the HR only after confirming that all the leaving formalities have been completed.
- In case of negative Full & Final Settlement, i.e. where dues are recoverable from the employee is pending, recovery action will be initiated.
- In case of absconding employees, the Company will not provide any relieving letter or references.
- The time duration for the Full & Final process shall be of minimum 30 working days from the receipt of related papers.

Exit Interview

An exit interview is selectively conducted to gain feedback from the separating employee about the organization, its culture, policies and to gather data on the reasons for employee's decision to leave the organization. The feedback is analyzed by the HR Department for appropriate action.

Return of Company belongings

Employees must return the following:-

- Attendance Swipe/Punch Cards/Privilege Card/Identity Card/Uniform and Shoes.
- Mobile Phone, House Possession, Car and Laptop.
- Keys of drawers/cabin/lockers, etc.
- Any other company articles.

Employee Handbook

- Return of company assets & handing over the charge is mandatory for the Full & Final settlement.

8.6 SEPARATION/EXIT PROCESS FLOWCHART

