

CODE OF CONDUCT

The objective of this Code is to ensure that every employee of the Company is aware of and practices acceptable conduct and ethical behavior in their day to day work and in dealing with co-workers and stakeholders of the Company. The Code applies to all permanent, temporary and contractual employees of the Company. It also applies to those employees on deputation from other organizations/departments. The Company expects that all employees will adhere to this code / policy. The management will take serious note of any violation of this code / policy or acts of omission / commission leading to violation of this code / policy.

General Standards of Conduct

All employees are expected to conduct their business dealings honestly, openly, fairly, diligently and courteously and in a manner befitting their grade of employment and that enhances the image of the Company. All employees should be aware of all policies and procedures of the Company and abide by them fully

- a. Comply with applicable laws, rules and regulations and promote honest and ethical conduct of the business. They responsibilities include helping the Company to create and maintain a culture of high ethical standards and commitment to compliance, and maintaining a work environment that encourages the employees to raise concerns to the attention of the management
- b. Act in the best interests of the Company and fulfil her / his obligations to their best of abilities and competence.
- c. Conduct herself / himself in a professional, courteous and respectful manner Comply with all applicable laws, rules and regulations Act in a manner to enhance and maintain the reputation of the Company.
- d. Respect and uphold the confidentiality of information relating to the affairs of the Company acquired in the course of her / his service as an Employee.
- e. Not use confidential information acquired in the course of his/her

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service to personal advantage and not disclose such confidential information to a third party unless expressly authorized by the Competent Authority or when legally required to disclose such information.

- f. Dedicate sufficient time, energy and attention to the Company to ensure diligent performance of his/her duties, including preparing for meetings and decision-making by reviewing in advance any materials distributed and making reasonable inquiries.
- g. The employees shall not use Company's property and/or information for their personal gain/use. Employees and their relatives are prohibited from competing directly or indirectly for business opportunities that the Company pursues in its normal course of business.
- h. All employees are expected to work in a collaborative manner and as a well-knit team towards the achievement of Company's goals, putting the interests of the Company before their own. They should work in a manner that is open, honest, straightforward and fair, respectful of the roles and views of others and actively listening and dialoguing with team-mates. Employees will freely share required information with each other, learn from each other, help one another to develop and grow, and contribute towards making the experience of working for the Company an enjoyable one.
- i. Sexual harassment and harassment of any kind based on race, religion, caste, disability, marital status, pregnancy/ childbirth, or any other basis is completely prohibited.

Procurement Practices

The Company shall make all procurement of goods and services based on need, quality, service, price and terms and conditions. The Company's policy is to select significant suppliers or enter into significant supplier agreements through a competitive bid process as may be required under the Smart Cities

MissionSmart Cities Mission Guidelines and/or Company's own Policies and Procedures. The suppliers shall be selected based on merit, price, quality and performance., Under no circumstances should any Company employee, agent or contractor attempt to coerce suppliers in any way. Employees are also forbidden to influence, manipulate or otherwise abuse the bid processes and selection of suppliers.

Conflict of Interest

The Employees are expected to dedicate their best efforts to advancing the Company's interests and to making decisions that affect the Company based on the Company's best interests and independent of outside influences. Employees should avoid 'conflicts of interest' with the Company. In case there is likely to be a conflict of interest, she / he should make full disclosure of all facts and circumstances thereof to the Board of Directors and obtain a prior written approval for the same

A conflict of interest occurs:

- When an Employee takes action or has interests that may make it difficult to perform her / his work objectively and effectively.
- On receipt of improper personal benefits from any party dealing with the Company by the employee and/or his/her family as a result of his / her position in the Company.
- When an employee or his/her family members act as a broker or on behalf of a third party in transactions involving or potentially involving the Company.
- When employees or their family members have any financial/other business interest in any outside enterprise/third party that does business or seeks to do business with the Company or is a competitor of the Company.



Gifts

- j. The Company will not make any contribution of funds, property or services to a political party or religious organization, or to a candidate for or holder of any Government office.
- k. Employees of the Company shall not accept or permit any member of his/her family or any other person acting on his behalf, to accept gift of any kind directly or indirectly from people/institutions/companies that deal with them in their official capacity and for the business of the Company. —Gift for this purpose means and includes any cash or non-cash benefit accruing to the employee of a value exceeding Rs. 1000. It shall include free-transport, boarding and lodging expenses or other services received or any other pecuniary advantage accrued to the employee by virtue of his/her employment.
- l. Employees of the Company shall not accept offers to be entertained by an individual or organizations with whom the Company transacts business or contracts to transact business in future.
- m. Employees will not offer any gifts, favours or entertainment to others that are not consistent with customary business practice or could be construed as a bribe or pay-off in violation of applicable laws or ethical standards.

Confidentiality

All employees shall maintain strictest secrecy of the Company's affairs and shall not divulge, directly or indirectly, any information to others, unless authorized to do so by a competent authority or compelled to do so by operation of any law. They shall use information received in course of their business dealings and by virtue of their relationships only for the purpose it is intended and never for any personal gain.

Employees shall comply with the Non-Disclosure Agreement (if any) signed at the time of joining. Employees should use information received in the course of

their business dealings only for the purpose it is intended or normally used and never for personal gain or for a third party's gain. They should also not release confidential data or information to others without proper authorisation

Fair Dealing

An Employee should deal fairly with customers, suppliers, competitors and other employees of the Company. They should not take unfair advantage of anyone through manipulation, concealment, abuse of confidential, proprietary or trade secret information, misrepresentation of material facts, or any other unfair dealing practices

Use of Electronic Resources

Only licenced software shall be used by employees in all Company's operations. Data backups should be done in accordance with the Company's IT policy. Electronic resources including the information systems shall not be used in such a manner that threaten the integrity of the system, the privacy of others, or that are otherwise illegal. The Company reserves the right to access and monitor all messages and files on its system, including information regarding employee internet use, as and when deemed necessary and appropriate. The electronic resources shall be used in an effective, ethical and lawful manner. Users who receive or notice obscene or inappropriate messages are needed to report the same immediately to their superior/s and/or the HR Department.

Employment of Near Relatives

No employee shall use his position or influence directly or indirectly to secure employment in the Company for any of his/her relatives, whether such persons are dependent on the employee or not.

No employee shall, except with the previous sanction of the competent authority, permit his son, daughter or any member of the family to accept employment with any

Private firm with which he has official dealings, or with any other firm, having official dealings with the Company.



Provided that where the acceptance of the employment cannot await the prior permission of the competent authority, the employment may be accepted provisionally subject to the permission of the competent authority, to whom the matter shall be reported forthwith.

No employee shall in the discharge of his official duties deal with any matter or give or sanction any contract to any firm or any other person if any member of his family is employed in that firm or under that person or if he or any member of his family is interested in such matter or contract in any other matter and the employee shall refer every such matter or contract to his official superior and the matter or the contract shall thereafter be disposed of according to the instructions of the authority to whom the reference is made.

Suspension of Employees

The Company may place an employee under suspension when:

- A disciplinary proceeding against him is contemplated or is pending; or
- A case against him in respect of any criminal offence is under investigation or trial.
- An employee who is detained in custody, whether on criminal charge or otherwise, for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention by an order of the appointing authority and shall remain under suspension until further orders.
- Where a penalty of dismissal or removal from service imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case is remitted for further enquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force on and from the date of the original order of dismissal or removal and shall remain in force until further orders.
- Where a penalty of dismissal or removal from service imposed upon an

employee is set aside or declared or rendered void in consequence of or by a decision of a court of law and the disciplinary authority, on consideration of the circumstances of the case, decides to hold a further inquiry against him on the allegations on which the penalty of dismissal or removal was originally imposed, the employee shall be deemed to have been placed under suspension by the appointing authority from the date of the original order of dismissal or removal and shall continue to remain under suspension until further orders.

- An order of suspension made or deemed to have been made under this Rule may at any time be revoked by the authority which made or is deemed to have made the order or by any authority to which that authority is subordinate.
- An employee under suspension shall be entitled to draw subsistence allowance equal to 50% of his monthly pay provided the disciplinary authority is satisfied that the employee is not engaged in any other employment or business or profession or vocation. 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 :
 - The amount of subsistence allowance may be increased to 75 % of monthly pay if, in the opinion of the said authority, the period of suspension has been prolonged for reasons to be recorded in writing not directly attributable to the employee under suspension.
 - The amount of subsistence allowance may be reduced to 25% of monthly pay if in the opinion of the said authority, the period of suspension has been prolonged due to the reasons to be recorded in writing, directly attributable to the employee under suspension.
- If an employee is arrested by the Police on a criminal charge and bail is not granted, no subsistence allowance is payable. On grant of bail, if the

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competent authority decides to continue the suspension, the employee shall be entitled to subsistence allowance from the date he is granted bail

Disciplinary Action

An employee who commits a breach of the Rules of the Company, or who displays negligence, inefficiency or indolence, or who knowingly does anything detrimental to the interests of the Company or in conflict with its instructions, or who commits a breach of discipline or is guilty of any act of misconduct, shall be liable to the following forms of punishment.

Forms of Punishment

An employee found guilty of misconduct will be liable to any of the following forms of punishment:

- i) A censure or warning.
- ii) Suspension without pay for such period as deemed fit by the CEO
- iii) Withholding of grade increment, reduction of pay or demotion as may be decided by the CEO.
- iv) Discharge/Dismissal/Termination as may be decided by the Competent Authority.

The authority to decide on issues relating to employee discipline is the CEO of the Company except when such indiscipline leads to termination/dismissal, where the CEO may decide to refer the case to a Competent Authority as may be constituted by the Company to resolve such cases.

Issue of Charge Sheet and Receipt of Explanation

If misconduct is reported against an employee, the HR Department before taking any disciplinary action against him, will issue a charge sheet under the signature of the Head of HR Department. The charge sheet / letter of

explanation should be served on the employee within 7 working days from the date on which the alleged misconduct has come to light. An employee who refuses to accept a charge sheet or fails to reply to it within the prescribed time limit, should not be allowed to report for duty until he/she accepts or replies to the charge sheet. The employee is expected to reply to the charge sheet within such time as may be prescribed. If the explanation is satisfactory to the Company, the employee may be exonerated from the charges and informed accordingly.

Enquiry and Suspension

If the explanation given by the employee to the charge sheet is not satisfactory, the Company shall hold an official enquiry by an officer(s) appointed for the purpose. The employee charged with misconduct will be given a reasonable opportunity for explanation and defending his actions. The enquiry officer may also examine the witnesses as named or as found in the course of the enquiry. The process of enquiry shall be determined by the Officer in conjunction with the Head of the HR Department. Where it is proposed to hold an inquiry, the Officer appointed for the purpose in conjunction with the Head of HR Department shall frame definite charges on the basis of the allegations against the employee. The charges, together with a statement of the allegations on which they are based, a list of documents by which and a list of witnesses by whom, the article of charge are proposed to be sustained shall be communicated in writing to the employee, who shall be required to submit within such time as may be a written statement whether he/she admits or denies any of or all the articles of charge. On receipt of the written statement of the employee, or if no such statement is received within the time specified, an enquiry may be held by the disciplinary authority or by the inquiring authority appointed. However, an enquiry may not be necessary if the concerned employee admits to the charges.

The Company may suspend the employee if it deems necessary during the course of enquiry. The order of suspension will be in writing and shall take



effect immediately on communication thereof to the employee. The suspended employee shall not enter the Company's premises during the period of suspension unless otherwise permitted by the Company,

Award of Punishment

Upon conclusion of the enquiry by such methods and means as the enquiry officer in conjunction with the Head of HR Department may decide, the company shall take the following actions:

- a. Exonerate the employee if the charges are not proved.
- b. Award punishment if the charges are proved or the employee admits to the charges.

The scale of punishment will depend upon the nature of the charges (minor or major). A letter explaining the charges, the enquiry conducted and awarding punishment will be sent to the employee under the signature of the CEO of the Company. In case an employee refuses to accept such a letter it will be deemed to have been served on him if a copy thereof is fixed on the notice board of the department and signed copies are sent to his local and home addresses by registered post with acknowledgement due.

Punishment:

The punishment to be awarded depend upon the type of charges, minor or major and will generally follow the following guidelines. The enquiry officer in consultation with the Head HR Department will determine the gravity of the charges and will recommend appropriate action to CEO. The CEO shall decide on the extent of punishment and his/her decision shall be final.

- c. Caution: If the misconduct is of a minor nature, the employee may be cautioned verbally or in writing.

- d. Warning in Writing: An employee found guilty of misconduct of a minor nature but committed more than once may be warned in writing and copy of the warning letter be kept in his service record.
- e. Suspension: For major charges of misconduct, an employee may be suspended without pay as a disciplinary measure for such period as the CEO may decide.
- f. Withholding of Increment: Depending on the gravity of the charges, the grade increment of an employee may be withheld at the discretion of the CEO if the employee is found guilty of misconduct,
- g. Demotion or Reduction of Pay: An employee who is guilty of a misconduct not grave enough to warrant discharge may be demoted to a lower post or to a lower salary in the same post
- h. Discharge: An employee who is found guilty of a serious misconduct may be discharged from the services of the company subject to the recommendation from the Competent Authority.

Sexual Harassment

The Company believes in a positive work environment centered on its values and requires the effort of all to create a culture where employees can work together without fear of sexual harassment. The Company is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. The policy aims at ensuring that all employees maintain appropriate standards of business and personal conduct with colleagues, clients and with the public at large. It is the intention of the Company to take all necessary actions required to prevent, correct and if necessary, discipline behavior which violates this policy. These policy guidelines will be subordinate to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 and the Rules passed there under.



Definition

Sexual harassment can involve one or more incidents and actions and it may be physical, verbal and non-verbal. Examples of conduct or behavior which can constitute sexual harassment include:

- (i) Unwarranted/Unwanted Physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching;
- (ii) demand for sexual favors or to engage in sexual activity as a condition of employment;
- (iii) Work environment that is hostile, intimidating or humiliating for the employee;
- (iv) physical violence including physical assault;
- (v) Sexual comments, stories and jokes, Sexual advances;
- (vi) Insults based on the sex of the worker; and
- (vii) Display of sexually explicit or suggestive material and/or Sexually-suggestive gestures.

Where any of these acts is committed in circumstances where-under the victim of such conduct has a reasonable apprehension that in relation to the victim's employment or work whether she is drawing salary, or honorarium or voluntary, whether in government, public or private enterprise such conduct can be humiliating and may constitute a health and safety problem. It is discriminatory for instance when the woman has reasonable grounds to believe that her objection would disadvantage her in connection with her employment or work including recruiting or promotion or when it creates a hostile work environment. Adverse consequences might be visited if the victim does not consent to the conduct in question or raises any objection thereto.

Complaint and Redressal Procedure

The Company will constitute a Complaint Redressal Committee (CRC) as

required under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 and as further laid down by the Hon'ble Supreme Court of India. in its various judgments.

Aggrieved employees can file a complaint on sexual harassment to any of the members of the CRC. The complaint can be filed through email or in writing. Sufficient precaution will be taken by the Company to ensure that complete confidentiality is maintained, and no form of discrimination is faced by the employee who has escalated the complaint. Sexually harassed women at workplace can also file an FIR directly at the police station, under section 509 of Indian Penal Code as a criminal offence – —Outraging the modesty of women physically / verbally / gestures / exhibits and in such cases the process as required by the Police/Courts will have to be followed.

The CRC will investigate all complaints thoroughly and promptly, in a free and fair manner. The investigation may include private interviews with the person filing the complaint, the person alleged to have committed the offence and witnesses, if any. The person filing the complaint will be informed of the outcome of the investigation. As far as possible, all efforts will be made to complete the investigation within 90 days from the date of the complaint. The CRC will maintain a complaint register keeping track of complaints received and the process followed. If the investigation reveals that sexual harassment has been committed, the CRC will send an appropriate note to the Board of Directors who shall decide on the level of action/punishment required to be enforced. The CRC will also make a report to the concerned government department on the complaints and action taken by them.

Sexual harassment will involve the following sanctions/penalties:

1. verbal or written warning
2. adverse performance evaluation
3. reduction in wages
4. Transfer, demotion, suspension, dismissal from service.

The nature of the sanctions will depend on the gravity and extent of the harassment as determined by the CRC. The CRC will determine suitable and deterrent sanctions to ensure that incidents of sexual harassment are not treated as trivial. Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser.

DRAFT OFFER LETTER

Appointment Letter for [insert position]

We are pleased to offer you an appointment on contractual basis as [insert position/designation] to Prayagraj Smart City Limited on the following terms and conditions. This offer of employment and continued employment are contingent upon satisfactory background checks. You shall perform your duties from [name of office]. However, the Company may at its sole discretion, transfer or assign you to work in any unit or department within the Company group or the Clients' offices in India or abroad in future depending on the exigencies of work, with or without any change in the terms and conditions of the appointment.

1. Commencement Date

Your appointment will commence on [insert date] subject to satisfactory background checks. If you wish to join earlier or defer your joining date, please inform HR Talent Acquisition team 7 days before your likely date of joining. This offer will stand automatically withdrawn if you are unable to report on the joining date or if the Company is unable to accommodate your request for change in the date of joining.

Salary

Your gross annual compensation package will be as stated in [Annexure A] in accordance with the breakup amounts stated there-in. Taxes and statutory deductions, if any will be borne by employee. In all other matters concerning the allowances and benefits, you will be governed by such policies and rules as may generally be applicable to other staff or as specifically intimated to you, and as modified and amended from time to time. Please note the Management reserves the sole right to modify the allowances/benefits applicable in a particular category depending on relative merits/demerits of any individual, determined on case-to-case basis.



Probation Period

The initial six months' of your employment shall be a probationary period during which either party may terminate this employment contract by giving one month notice in writing or one month salary in lieu of notice. Your performance and suitability for continued employment will be reviewed at the end of the probation.

Working Hours

Normal working hours are from 10:00 am to 5:00 pm. from Monday to Saturday (Except 2nd Saturday) with ½ hour break for lunch. However, you shall be at the disposal of the company 24*7 and in the event of exigencies you maybe called for work on weekends and holidays.

Leave

Paid leave of absence maybe allowed at the rate of 1.5 days for each completed month of service.

Holidays

The company shall follow the list of State Government Holidays as released by the Government from time to time. However, you hereby agree that if exigency of work require you will work on any holiday.

Medical Certificate

Medical fitness certificate from registered medical practitioner is require to be submitted at the time of joining.

Employees Provident Fund

If you are eligible, you shall be entitled to Employee Provident Fund in accordance with the regulations of the Employees Provident Fund Organization.

Income Tax & Business Travel

Employees are fully liable for the payment of income tax payable in respect of all sourced emoluments in all jurisdictions. Prayagraj Smart City Limited has a policy of 100% compliance with regards to individual tax, corporate tax, and work authorization. If, during the course of employment, you believe you may trigger foreign individual income tax liability due to your work activities, you are advised to raise the issue

immediately to your manager, Human Resources and your Finance representatives. In the absence of any prior written agreement to the contrary, you shall be personally responsible to track your own travel and settle any foreign individual tax that you may trigger.

Retirement

You will automatically retire from the service of the company on attaining the age of superannuation i.e. 60 years (or at the age of 65 for retired personals only) , unless the management gives an extension in writing.

Termination of Engagement after Confirmation

We may at any time terminate your engagement by giving you One months' notice in writing or by paying you One months' compensation package in lieu of notice and, except as otherwise expressly provided, you will have no further claim on us. You may terminate your service during the course of your engagement by giving us one months' notice of resignation in writing or by paying to us one months' compensation package in lieu of notice. However in the event of your resignation you can be relieved at the sole discretion of the company without payment of any balance notice period. However, the Company will not be required to give any notice or compensation package in lieu thereof, if the termination is due to act of indiscipline, furnishing of incorrect particulars/information during appointment etc. Treatment of any outstanding leave entitlement within the notice period is at the discretion of the Company. We may instruct you to take leave on specific days within the notice period or pay for your outstanding leave entitlement. If we terminate your engagement for reason of indiscipline and/or misconduct, you will forfeit all accrued and untaken leave.

Conformity

You will conform to the Company's laid down expected standards of discipline, policies, rules etc. As amended and modified from time to time or understood by convention as company norms. Any breach of such discipline, commission of misconduct will render your appointment liable for termination with immediate effect, without any obligation on the Part of the Management/Company.

Policy and Procedures

You agree and confirm that you will comply with all Company policies and

procedures issued including, for the avoidance of doubt, the Company's Terms and conditions and related training.

Confidentiality Undertaking

You are required to observe and comply with the confidentiality undertakings as more particularly set out in the attached Confidentiality Undertakings. Please sign and return a copy of the attached Confidentiality Undertakings to acknowledge your acceptance and understanding of the same when you sign back a copy of your employment letter.

You agree and confirm that you will comply with all Company policies and procedures issued including, for the avoidance of doubt, the Company's Terms and conditions and related training. We would be pleased to have your confirmation in writing that you agree and accept this contingent offer on these terms and conditions. Please sign and date the attached copy and return it to our Human Resources Department immediately.



Performance Matrix of a candidate

Parameter	Indicative Score#	Not relevant 0	Well below the Requirement 50%	Meet requirements 75%	Exceeds requirements 100%
Educational Qualification (from profile)	25				
Experience (from Profile)	25				
Interview	50				
Total	100				

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