



KEDAARA CAPITAL

Sexual Harassment (Prevention & Redressal) Policy

A. SCOPE AND OBJECTIVE

The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the Rules made there under (collectively referred as **“Act”**) casts an obligation on all employers to have processes in place to prevent Sexual Harassment of women at Workplace as well as to provide for redressal of complaints of Sexual Harassment.

Any person making unwelcome physical contact and explicit sexual overtures, demanding or requesting sexual favours, making sexually coloured remarks or showing pornography against the will of a woman shall be guilty of the offence of Sexual Harassment and Section 75 of the Bharatiya Nyaya Sanhita, 2023 (BNS) prescribes punishment for this offence, ranging from simple to rigorous imprisonment, for term one year to three years, or with fine, or with both.

The right of women to protection from Sexual Harassment and the right to work with dignity are recognized as universal human rights by international conventions such as ‘Convention on the Elimination of all Forms of Discrimination against Women’ (CEDAW), which has been ratified by Government of India.

Kedaara Capital Fund II LLP and Kedaara Capital Business Services LLP or any other entities incorporated by the founders, Manish Kejriwal, Sunish Sharma and Nishant Sharma (**“together referred to as “Kedaara entities” or Kedaara”**) are committed to create an environment that promotes and fosters equal employment opportunities. It is committed to create a safe and healthy working environment that enables its employees to work without fear of prejudice, gender bias and Sexual Harassment. Towards this, it is essential that all employees deal with their colleagues and third parties with fairness and respect, keeping in mind that his/her behaviour can affect the internal and external reputation of Kedaara entities.

In order to prohibit, prevent and deter the commission of any act of Sexual Harassment at the Workplace and to provide the procedure for the redressal of complaints pertaining to Sexual Harassment, Kedaara has framed this Sexual Harassment (Prevention and Redressal) Policy (**“Policy”**), in accordance with the provisions of the Act, which reflects the Kedaara’s zero-tolerance to any form of prejudice, gender bias and Sexual Harassment at the Workplace.

This Policy applies to all Employees (as defined herein).

B. KEY DEFINITIONS

1. **“Aggrieved¹ Individual”** in relation to a Workplace, means a person, of any age, whether an Employee or not who alleges to have been subjected to any act of Sexual Harassment by the Respondent at the Workplace.
2. **“Complainant”** - A Complainant includes the Aggrieved Individual or any other person who files a complaint on behalf of an Aggrieved Individual who is unable to make a complaint on account of his/her physical or mental incapacity or death or otherwise in accordance with the Act, as amended from time to time. In case of death of the Aggrieved Individual, the person who has knowledge of the incident and intends to file such complaint, must obtain the written consent from such Aggrieved Person’s legal heir. In case of mental incapacity of the Aggrieved

¹The Act seeks to protect women from Sexual Harassment at the Workplace. However, as Kedaara would like to keep the policy gender neutral, in the event that any complaint is raised by a male Employee, such complaints would be addressed under Kedaara’s disciplinary policy.

Individual, such complaint can be filed by a person who has knowledge of the incident jointly with the Aggrieved Individual's relative or friend or a special educator or qualified psychiatrist or psychologist, or guardian or authority under whose care he/ she is receiving treatment or care, or by any other person specified under the Act. In case of physical incapacity or any other reason (except death and mental incapacity) of the Aggrieved Individual, the complaint can be filed by any person who has knowledge of the incident with the written consent of the Aggrieved Individual or any other person specified under the Act.

3. **"Employee(s)"** means any person employed by Kedaara for any work on regular, temporary, *ad hoc* or daily wage basis, either directly or through an agent, with or without the knowledge of the principal employer, including people employed on deputation, contract, part-time basis, whether for remuneration or not, or working on voluntary basis or otherwise, whether the terms of employment are express or implied and shall include trainees, probationer, apprentice, consultants and any other person called by any other such name, who is working in the Workplace of Kedaara.
4. **"Internal Committee" or "IC"** means the internal committee constituted by Kedaara in accordance with the provisions of the Act, to which the complaint of Sexual Harassment can be filed by the Aggrieved Individual/Complainant.
5. **"Employer/Key Persons"** means Manish Kejriwal, Sunish Sharma, Nishant Sharma and Rishiraj Khajanchi and any replacement of any of them.
6. **"Manager"** means Kedaara Capital Advisory Services LLP or Kedaara Capital Business Services LLP, a limited liability partnership incorporated under the laws of India or any additional or successor manager thereof, engaged by Kedaara to provide support services with respect to the investments of Kedaara.
7. **"Respondent"** means a person against whom the Aggrieved Individual/Complainant has made a complaint of Sexual Harassment.
8. **"Sexual Harassment"** means and includes any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely:-
 - i. physical contact and advances, including but not limited to touching, stalking, sounds which have explicit and /or implicit sexual connotation/overtones, molestation;
 - ii. a demand or request for sexual favours;
 - iii. making sexually coloured remarks, including but not limited to vulgar / indecent jokes, letters, phone calls, text messages, e-mails, gestures etc.;
 - iv. showing pornography or
 - v. any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

The following circumstances, amongst others, if it occurs or is present in relation to or are connected with any act or behaviour of Sexual Harassment may amount to Sexual Harassment:

- i. implied or explicit promise of preferential treatment in employment;
- ii. implied or explicit threat of detrimental treatment in employment;
- iii. implied or explicit threat about present or future employment status;
- iv. interference with work or creating an intimidating or offensive or hostile work environment; or

v. humiliating treatment likely to affect health or safety.

9. **“Workplace” includes –**

- i. Offices or other premises established, owned or controlled by the Kedaara/Manager where the Kedaara’s business is conducted;
- ii. any other site, where any activities related to Kedaara are performed;
- iii. any place where social, business or other functions are performed by Employees in the course of work;
- iv. any place visited by the Employee arising out of or during the course of employment including transportation provided by Kedaara for undertaking such journey.

C. CONSTITUTION OF INTERNAL COMMITTEE (IC) AND ITS FUNCTIONS

1. The IC shall comprise the following members:
 - i. a presiding officer who shall be a senior level woman employee;
 - ii. minimum two members from amongst employees preferably committed to cause of women or having experience in social work/legal field; and
 - iii. an external member from an NGO committed to the cause of women or a person familiar with the issues relating to Sexual Harassment.
2. Atleast one-half of the total members so nominated shall be women.
3. The presiding officer and every member of the IC shall hold office for such period not exceeding three years, from the date of their nomination.
4. The member from NGO shall be paid such fees or allowances for holding the proceedings of IC as may be deemed appropriate by Kedaara.
5. IC shall be responsible for (a) Inquiring every formal written complaint of Sexual Harassment; and (b) Recommending appropriate disciplinary action for any substantiated allegations of Sexual Harassment.
6. IC shall be centrally constituted for all Employees and shall operate from the Office of the Kedaara at –2301, 23 Floor, Altimus, Pandurang Budhkar Marg, Worli, 400018. An Aggrieved Individual/Complainant with a Sexual Harassment concern may make a formal complaint to the IC in writing, within 3 months from the date of occurrence of the alleged incident and in the case of a series of incidents, within a period of 3 months from the date of the last incident. IC may, for reasons to be recorded in writing, extend the time limit not exceeding 3 (three) months, if it is satisfied that the circumstances were such which prevented the Aggrieved Individual / Complainant from filing the complaint within the aforesaid period.
7. The current members of the IC are:
 - A. Kedaara Capital Business Services LLP**
 - Ms. Amanda Coelho
 - Mr. Parin Mehta
 - Mr. Rishiraj Khajanchi
 - Ms. Neha Kedia (external member)

B. Kedaara Capital Fund II LLP

- Ms. Deepali Joglekar
- Mr. Ashay Shah
- Mr. Anant Gupta
- Ms. Neha Kedia (external member)

Any vacancy can be filed by such persons as nominated by Kedaara.

D. PROCESS OF FILING A COMPLAINT AND REDRESSAL MECHANISM

The detailed process and redressal mechanism is provided in **Annexure A** at the end of this Policy.

E. RECORD KEEPING

IC shall keep complete and accurate documentation of the complaint, its inquiry and the resolution thereof.

F. CONFIDENTIALITY

The identity and addresses of the Aggrieved Individual / Complainant, Respondent and witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the IC and the action taken by Kedaara under the provisions of this Act shall not be published, communicated or made known to the public, press and media in any manner whatsoever. All Employees and witnesses who are part of the IC proceedings will need to sign confidentiality agreements. Any person found to be in breach of the confidentiality obligations provided herein and/or under the Act, as the case may be, shall be liable for the consequences of such breach as prescribed under the confidentiality agreements and/or as per applicable law. In addition, under the Act, Kedaara shall be entitled to recover Rs 5,000 as penalty from any person who breaches the obligation of confidentiality under the Act.

Information may be disseminated regarding the justice secured to any victim of Sexual Harassment without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the Aggrieved Individual/Complainant and witnesses.

G. APPEAL

In the event that any person is aggrieved from the recommendations made by the IC or non-implementation of such recommendations, such person may appeal to the appropriate authority², as specified by the Act, within a period of 90 (ninety) days of the recommendations.

H. NON RETALIATION

While dealing with complaints of Sexual Harassment, the IC shall ensure that the Aggrieved Individual/Complainant or the witness(es) are not victimized or discriminated against by the Respondent or by others at the behest of the Respondent.

² Appellate Authority shall mean the appellate authority notified under Section 2(a) of the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946).



Further, Kedaara does not tolerate retaliation in any form or manner against any Employee who, acting in good faith, reports suspected misconduct or raises concerns.

Any person who engages in such retaliation directly or indirectly, or encourages others to do so, may be subject to appropriate disciplinary action as per the terms of employment.

I. MALICIOUS COMPLAINTS OR FALSE EVIDENCE

This Policy has been evolved as a tool to ensure that in the interest of justice and fair play, our Employees have a forum to approach in the event of instances of Sexual Harassment. However, if on inquiry it is revealed that the complaint was made with a malicious intent and/or with the motive of maligning the concerned individual/tarnishing his/her image in Kedaara or has produced any false evidence or forged or misleading documents and to settle personal/professional scores, strict action will be taken against the Aggrieved Individual / Complainant in accordance with Annexure A.

In case the Aggrieved Individual / Complainant is not able to substantiate the incident(s) with adequate proof and witnesses, such inability alone shall not render the complaint to be a false or malicious complaint.

J. COMPLAINTS HAVING ELEMENTS OF A CRIMINAL OFFENCE

Where the Kedaara arrives at the conclusion that the allegation against the Respondent prima facie constitutes an offence under Section 75 of the Bharatiya Nyaya Sanhita, 2023 (BNS) or any other law for the time being in force then it shall take action against the Respondent including filing of necessary complaint with the relevant law enforcement agency.

Kedaara shall provide assistance to the Aggrieved Individual / Complainant if the Aggrieved Individual / Complainant chooses to file a complaint in relation to the offence under the BNS or any other law for the time being in force.

Kedaara shall initiate necessary action, as required under the Bharatiya Nyaya Sanhita, 2023 or any other law for the time being in force, against the Respondent, or if the Aggrieved Individual / Complainant so desires, where the Respondent is not an Employee, in the Workplace at which the incident of Sexual Harassment took place.

K. CONFLICT RESOLUTION

In case of any conflict between the provisions of this Policy and the Act, the provisions of the Act shall prevail. However, if the Policy provides for a behavioural standard higher than that envisaged under the Act, then the Employees of Kedaara shall adhere to such higher behavioural standards as part of their terms of employment.

L. AMENDMENTS

Kedaara reserves the right to amend the Policy from time to time in order to comply with any applicable laws / rules / regulations that come into effect from time to time, in relation to Sexual Harassment and/or proceedings of the IC.

Annexure A

DETAILED PROCESS AND REDRESSAL MECHANISM

Sr. No	Process Description	Action Owner	Hand Over To
2.1.1	<p>An Aggrieved Individual/Complainant with a Sexual Harassment concern may make a formal complaint to the IC in writing, within 3 (three) months from the date of occurrence of the alleged incident and in the case of a series of incidents, within a period of 3 (three) months from the date of the last incident. Provided that, a complaint may be accepted within such extended timeline as determined by the IC in accordance with the Act.</p> <p>Where such a complaint cannot be made in writing, any member of the IC shall render all reasonable assistance to the Complainant to reduce the complaint in writing and obtain the signature of the Complainant.</p> <p>Complainant shall submit to the IC, 6 (six) copies of the complaint along with supporting documents (if any), and name and contact details of the witnesses (if any).</p> <p>The IC will neither accept nor entertain oral complaints under this Policy.</p>	Aggrieved Individual/ Complainant	To the IC
2.1.2	<p>IC after reviewing the complaint and upon prima facie identifying it as a Sexual Harassment case, shall send a copy of the complaint to the Respondent within 7 (seven) working days from the date of receipt of the complaint.</p> <p>In the event, the complaint does not fall within the purview of Sexual Harassment, the IC shall drop the complaint after recording the reasons thereof which shall be provided to the Complainant and the same shall also be forwarded to the Employer/Key Persons for necessary action.</p>	IC	Respondent

2.1.3	<p>The Respondent should file a reply to the IC along with the list of documents, and names and addresses of witness(es), if any, within a period not exceeding 10 working days from receipt of a copy of the complaint.</p>	Respondent	IC
2.1.4	<p>The IC may, before initiating an inquiry, at the request of the Aggrieved Individual take steps to settle the matter between the Aggrieved Individual and the Respondent through conciliation. However, no monetary settlement shall be made on the basis of the conciliation. Where a settlement has been arrived at, the IC shall record the settlement so arrived at and forward the same to the Employer/Key Persons to take action as specified in the recommendation and shall provide copies of the settlement to the Aggrieved Individual and the Respondent.</p> <p>Post the conciliation process, after the settlement is arrived, the IC will not do further enquiry in the complaint. Reasonable follow up shall be maintained with the Aggrieved Individual by the IC.</p>	IC	Aggrieved Individual/ Respondent / Employer/Key Persons
2.1.5	<p>If the Aggrieved Individual informs the IC that any term or condition of the settlement under the conciliation has not been complied with by the Respondent, the IC may commence an inquiry into the complaint</p> <p>For the purposes of the inquiry, the IC shall have all the powers conferred on it in accordance with the Act, including power to summon and enforce the attendance of any person and conduct an examination on oath, request the discovery and production of documents and / or any other matter which may be prescribed under the Act.</p> <p>The IC shall make an inquiry into the complaint in accordance with the principles of natural justice. The IC must notify the time and dates of its</p>	IC	Aggrieved Individual/ Respondent

	meetings to the Aggrieved Individual / Complainant and the Respondent in advance.		
2.1.6	<p>During the Pendency of the inquiry, the IC at its discretion or at the written request of Aggrieved Individual/ Complainant, may recommend to Kedaara to:</p> <ol style="list-style-type: none"> a. Restrain the Respondent from taking decisions on the work performance of the Aggrieved Individual / Complainant or writing his/her confidential or appraisal report and shall assign the same to another officer b. Grant leave to the Aggrieved Individual / Complainant up to 3 (three) months. This leave shall be in addition to the leave the Aggrieved Individual / Complainant would be otherwise entitled to under the terms of employment c. Transfer the Aggrieved Individual/ Complainant or Respondent to any other workplace 	IC	<p>Complainant/ Aggrieved Individual/ Respondent</p> <p>On receiving a recommendation from the IC, Kedaara shall implement the recommendations and send a report of such implementation to the IC.</p>

<p>2.1.7</p>	<p>IC will conduct the inquiry to determine whether or not the alleged act constitutes Sexual Harassment.</p> <p>Inquiry to be conducted with a minimum of 3 (three) members of the IC, including the Presiding Officer.</p> <p>The Presiding Officer will preside over the inquiry.</p> <p>The IC has a right to terminate the inquiry proceedings or to give an ex-parte decision on the complaint if the Complainant/ Aggrieved Individual/ Respondent fails, without sufficient cause to present himself or herself for 3 (three) consecutive hearings called by the Presiding Officer provided 15 (fifteen) days' advance written notice has been given to the party concerned.</p> <p><u>Note:</u> Neither Aggrieved Individual / Complainant nor the Respondent can bring any legal practitioner to represent them at any stage of the proceedings pending before IC.</p>	<p>IC</p>	<p>Complainant/ Aggrieved Individual/ Respondent</p>
<p>2.1.8</p>	<p>The inquiry should be completed within a period of 90 (ninety) days, or such period as may be permitted under applicable law, from the day when complaint was filed by the Aggrieved Individual/ Complainant.</p> <p>The Aggrieved Individual / Complainant and the Respondent shall, during the course of the inquiry, be given the opportunity of being heard and copy of the findings shall be made available to both the parties enabling them to make representations against the findings before the IC.</p> <p>On completion of the inquiry, inquiry report shall be submitted by the IC to Kedaara, Complainant/ Aggrieved Individual and Respondent within 10 (ten) days of completion of the inquiry.</p>	<p>IC</p>	<p>Kedaara, Complainant / Aggrieved Individual and Respondent</p> <p>Upon receipt of the IC report, Kedaara shall act upon the recommendations within 60 (sixty) days of receipt of the IC report.</p>

<p>If the complaint against the Respondent is not proved to be true then it shall be recommended that 'No Action' is required to be taken in the matter.</p> <p>If complaint against the Respondent is proved then the act of Sexual Harassment needs to be treated as misconduct and action to be taken in accordance with the terms of employment of Kedaara under disciplinary policy (if the Aggrieved Individual is a male).</p> <p>If the Aggrieved Individual is a female, the IC shall recommend any or combination of the following actions to Kedaara based on severity of the Sexual Harassment and its impact on the Aggrieved Individual:</p> <ol style="list-style-type: none"> 1. Written Apology; 2. Reprimand or censure, 3. Warning 4. Transfer the Respondent, 5. Withholding of Promotion or Increments of the Respondent 6. Termination of employment of the Respondent, 7. Suspension, 8. Respondent to be made to attend counselling sessions, 9. Deduction of such sum from the salary/wages of the Respondent as the IC may deem appropriate to be paid to the Aggrieved Individual or to her legal heirs, 10. Carrying out community service. <p>The above list is inclusive and not exhaustive.</p> <p>In case the IC has recommended in its report that deduction be made from the salary/wages of the Respondent as envisaged above and Kedaara is unable to make such deduction due to his being absent from duty or cessation of employment, the IC may direct the Respondent to pay such sum to the Aggrieved Individual. In case the Respondent fails to pay the sum referred above, the IC may forward the order for recovery of the sum as an</p>		
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	arrears of land revenue to the concerned district officer.		
2.1.9	In cases where the IC arrives at a conclusion that the complaint was false or malicious or false or misleading documents were produced, then the IC may recommend that Kedaara take action against the Aggrieved Individual / Complainant in accordance with the provisions of the terms of employment or any action as per point 2.1.8 above.	IC	Kedaara
2.1.10	Details of the Aggrieved Individual, Complainant and Respondent, any information relating to conciliation and inquiry proceedings, recommendations of the IC and the action taken by Kedaara under the provisions of this Act to be kept confidential and not to be disclosed to the public, press or media.	IC / Complainant / Aggrieved Individual Respondent / witnesses	--

Duties of IC / Kedaara

Sr. No	Process Description	Action Owner	Hand Over To
2.2.1	IC members will hold the office for 3 (three) years from the date of their nomination to the IC.	Kedaara	IC
2.2.2	Disseminate this Policy and create awareness sessions for the Employees	Kedaara	Employees
2.2.3	Orientation & Capacity/Skill building program for the IC	Kedaara	IC
2.2.4	Display of names and contact details of members of IC at office.	Kedaara	Kedaara
2.2.5	Display the order constituting the IC and penal consequences of Sexual Harassment at conspicuous place(s) in the Workplace.	Kedaara	Kedaara
2.2.6	Submit Annual Reports to the Fund and the concerned District Officer under Section 21 of the Act containing: <ul style="list-style-type: none"> • Number of complaints received during the year • Number of complaints disposed of during the year • Number of cases pending for more than 90 days 	IC	Deputy Collector ³

³ In Maharashtra, the District Officer would be the Deputy Collector of the concerned district.

	<ul style="list-style-type: none"> • Number of workshop / programme against Sexual Harassment carried out • Nature of action taken by the Fund 		
2.2.6A	Monitor timely submission of reports by the IC	Kedaara	-
2.2.8	Provide assistance to the Aggrieved Individual / Complainant if he/she chooses to file a complaint in relation to an offence under the Indian Penal Code or any other applicable law in force.	Kedaara	Aggrieved Individual / Complainant
2.2.9	Provide necessary facilities to the IC and assist in securing the attendance of Respondent and witnesses before the IC.	Kedaara	IC

Document Name	Document Sample
Annual Return Format	 Annual Report - Format.docx