

5. EMPLOYMENT POLICIES

5.1. POWER TO ESTABLISH AND MODIFY

The Remuneration Committee of Directors may establish and/ or modify the policies and related regulations as laid out by the Company and are described as competent authority.

5.2. ON-BOARDING PROCESS

The New Employee Welcome and On-boarding process provides a comprehensive introduction to employment at NICDC and employee policies/ benefits. New employees are introduced to peers, co-workers and superiors. They are made familiar to whom they are accountable. All employees are prepared, oriented, and integrated to become an asset to the Company.

5.3. COMMENCEMENT OF SERVICE

Service of an employee shall commence on the working day on which an employee reports on duty.

5.3.1. Service

Service with the Company includes the period during which an employee is on duty as well as on leave duly authorized by the immediate superior but will not include any period during which an employee is absent from duty without permission or overstays his leave, unless specifically permitted by the immediate superior.

5.3.2. Furnishing Family Details

Every employee of the Company, and every new employee at the time of joining, will furnish details of his family, including dependent parents, if any, residing with him, in the prescribed form. The information shall be updated as soon as there is any change.

5.4. PROBATION

Probation includes the time spent by an employee who has been inducted into the service of the Company but has not yet been confirmed. This period usually spreads across 6 months from the date of joining and may be curtailed or extended based on employee's performance and Management discretion. During the probation period, either party may terminate the employment by giving one month's Notice or one month's salary in lieu of notice period.

5.4.1. Extension Of Probation

The probation period may be extended once by 3 months where the Probationer is rated only one rating level short of "Meets Minimum Expectations" on not more than 2 parameters given under Technical/ Functional Competence and/ or 1 parameter in Managerial abilities, wherever applicable.

Where the Probationer's attendance is less than 95% due to reasons accepted by the management in writing beforehand, the probation period will deemed to be extended by the number of working days short of 100% attendance. This extension approval can be given only once.

Failure to complete the probation, with or without extension, to the satisfaction of the Management will result in discharge of the probationer with immediate effect. The decision of the Management in this regard will be final and binding.

5.5. CONFIRMATION

All employees will be confirmed as permanent employees of NICDC after satisfactory completion of the probation period.

An employee will not be deemed to be confirmed merely because of completion of probation period until and unless a specific order of confirmation is issued by the competent authority.

Any extension(s) of probation period will be advised in writing to the employee. The decision of the Management in this regard shall be final and binding.

5.6. TERMINATION OF SERVICES POST CONFIRMATION

A confirmed employee may resign from the services of NICDC by giving a notice of minimum one month, or one month's salary in lieu thereof, in writing to the CEO&MD. The Notice Period of one month will commence on the day following the date of submission of the resignation by the employee. However, the CEO&MD may waive the service of the period of notice at his discretion.

An employee shall be eligible for not more than one day's leave during the notice period. In case of leave for more than one day, the notice period shall be deemed to be extended accordingly.

The Company may also terminate the services of a confirmed employee by giving not less than one month's notice or one month's salary in lieu thereof if the services of the employee are no longer required by the Company.

5.7. SECRECY

All employees shall maintain the strictest secrecy regarding the Company's affairs and the affairs of its constituents and shall not divulge, directly or indirectly, any information either to a member of the public or to the Company's staff, unless compelled to do so by a judicial or other regulatory authority or unless instructed to do so by a superior officer in discharge of his duties. Any attendant liability that may arise against the Company due to an employee's breach of secrecy will be entirely to the employee's account.

5.8. COMPLIANCE

All employees must fully and promptly comply with all the applicable statutory and regulatory requirements while performing their duties, and must refer all doubts or queries to the Reporting Manager for advice.

5.9. HONESTY AND INTEGRITY

All employees must serve the Company honestly and faithfully and make utmost endeavour to promote the interests of the Company. Employees are expected to show courtesy and attention in all transactions and dealings with the Company's constituents.

5.10. RETIREMENT AGE

All employees shall retire on attaining 60 years of age. For the purpose of this rule, the employee shall retire on the last day of the month in which he attains 60 years of age.

The Board shall, however, have powers to grant, in Company's interest, extension of service to employees of the level of Functional Director and above till they attain the age of 62 years.

5.11. DUAL EMPLOYMENT

Employees must ensure that they do not land themselves in a situation of conflict of interest with the Company. To that end, employees must not take part in the registration, promotion or management of a Company that is required to be registered under the Companies Act, 1956 (1 of 1956) without the previous sanction of the Company, except in the discharge of their official duties.

While in the employment of NICDC, an employee must not undertake any paid or unpaid work for any other private or a public body/ person, or accept any fee, without the previous written sanction of the CEO&MD. Such sanctions may be granted only in exceptional cases only when there is no conflict with the interest of the Company, and when satisfied that the work can be undertaken by the employee without any

detriment to his/ her official duties and responsibilities. The Company reserves the right to withdraw such permission at any time without assigning any reason and also to retain whole or part of the fees received by the employee for undertaking such work.

5.12. GENERAL GUIDELINES

All employees must fully comply with all applicable statutory/ regulatory requirements and NICDC's Corporate Policies and Procedures in respect of their department activities and clarify all doubts with their Reporting Manager.

Employees must not bring or attempt to bring any political or other outside influence to bear upon any superior authority to further his/ her interests in respect of matters pertaining to his/ her services in the Company.

Employees must refrain from accepting, seeking or soliciting in their official capacity, for their personal benefit, any gifts or presents in cash or of significant monetary value.

Employee must not accept, solicit or seek rewards or compensation, for their personal benefit, of any monetary value, for the professional services rendered or business deals done on behalf of NICDC, from existing and/ or prospective constituents.

An employee, who is arrested for debt or on a criminal charge or is detained in pursuance of any process of law, will be considered as suspended from the date of his arrest or detention, as the case may be, up to such date or during such other period as the Management may direct. Any payment made to such employee will be subject to adjustment of his/ her pay and allowances which will be made according to the circumstances of the case and in the light of the decision as to whether such period is to be accounted for as a period of duty or leave. Full pay and allowances will be admissible only if the employee:

- Is specifically treated as on duty during such period; and
- Is acquitted of all blame or satisfies the Management' criteria in case of his release from detention or of his detention being set aside by a competent court, that he had not been guilty of improper conduct resulting in his detention.

5.13. DISCIPLINARY ACTION

Without prejudice to the provisions of the other Rules, 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 penalties:

- Reprimand;

- Recovery from pay of the whole or part of any pecuniary loss caused to the Company by the employee;
- Withholding of increments of pay or promotion;
- Reduction to a lower stage in his incremental scale or to a lower post or scale;
- Dismissal.

All the above penalties will be implemented post a written charge sheet from the Management stating the breach of the rule.

The Management may also suspend an employee looking to the gravity of allegations him or other relevant factors.

All disciplinary powers shall vest in CEO&MD. Without prejudice to the generality of these powers, such powers shall include:

- a. the power to place an employee under suspension or to revoke suspension of an employee under suspension;
- b. the power to initiate disciplinary action against an employee;
- c. the power to conduct, or appoint an authority to conduct, enquiry against an employee wherever considered necessary in the interest of justice;

the power to implement or suspend the charge sheet served on an employee;
- d. the power to conclude a disciplinary action by passing appropriate orders;
- e. the power to impose a penalty on an employee taking into consideration the gravity of the misconduct proved against him and other relevant facts and circumstances; and
- f. the power to pass appropriate orders regarding treatment of the period of suspension and payments, if any, to be made therefor.

The written charge sheet will be given to the said employee so that he/ she can have reasonable opportunity to answer them in writing or in person, as he/ she prefers, and in the latter case his/ her defence shall be taken down in writing and read to him/ her.

The Management may implement/ suspend the Charge-sheet with immediate effect without any clarification provided the facts on the basis of which action is to be taken have been established in a court of law or court martial or where the employee has absconded or where it is not practicable to communicate with him or where there is difficulty in observing the procedure and the requirements can be waived without injustice to the employee.

The officer empowered to pass the final order may also place an employee under suspension. During such suspension, the employee shall receive subsistence allowance as per the applicable laws. In case no charge sheet is issued to the employee after revocation of suspension, or the employee is exonerated after the enquiry, unless decided otherwise by the Management, the employee shall be refunded the difference between the amount drawn as subsistence allowance and the emoluments which he would have received but for such suspension, for the period he was under suspension. If a penalty is imposed on him under the said clauses, no order shall be passed either regarding refund of the difference between the subsistence allowance or requiring him to refund the subsistence allowance drawn. The period during which an employee is under suspension shall, if he is not dismissed from the service, be treated as a period spent on duty or leave as per Management's discretion.

5.14. TERMINATION OF EMPLOYMENT

Pay and allowances shall cease to accrue as soon as an employee ceases to be in service. In the case of an employee dismissed from service, the pay and allowances shall cease from the date of his dismissal. In the case of an employee who dies while in service, it shall cease from the date following that on which the death occurs.

Employees must settle all dues - loans, advances, imprest - and return Id Card and all belongings of the Company, including furniture, office equipment, motor vehicles, and return possession of Company premises and accommodation before the date of termination of employment.

The Company will issue the relieving letter after compliance of the above rule.

The Company reserves the right to seek legal recourse in case of non-compliance.

5.15. EQUAL EMPLOYMENT OPPORTUNITIES

NICDC provides equal employment opportunity to all qualified persons without discrimination on the basis of age, sex, race, disability, marital status or religion in accordance with applicable local, state and national laws and regulations. NICDC will make reasonable job accommodation for persons with disabilities to facilitate performance of the essential functions of the position for which they are qualified and selected.

All employment and promotion decisions will be based solely upon individual's qualifications, experience, prior contribution and demonstrated capacity to perform at higher or improved levels of performance and will be in accordance with the principle of equal employment opportunity. The Company will take whatever affirmative action is necessary to attract and retain qualified persons.

5.15.1. Objective

The objective of the Equal Opportunity Policy is to support the attraction and retention of employees that contribute most to the development of the Company business.

5.15.2. Application

The Equal Employment Opportunity policy will be successfully applied when all roles are filled by the best qualified and experienced candidates available regardless of personal circumstances.

5.15.3. Process

The Equal Opportunity Employment process is reflected throughout Company's staff recruitment and retention processes.