

GENERAL SERVICE RULES

Rishav Shelters Pvt. Ltd.

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Rishav Shelter Pvt. Ltd.
GENERAL SERVICE RULES

1. PREAMBLE

These service Rules shall be called the “RSPL EMPLOYEES SERVICE RULE”, and shall be applicable to all the Employees of the Rishav Shelters Pvt Ltd., Agra and Gr. Noida, U.P.

This is the First Official version of the Service Rules. The Service rules will be changed in future based on the various enabling Acts, Government Rules and regulations, Stakeholders Input and other parameters which will evolve over the time frame.

2. PROBATION

Appointments shall be on probation for twelve months. Periodical reports about the performance of the employee shall be made during the period of probation. If, at the end of the probationary period, or such period as may be extended, the performance of an employee is found to be satisfactory, he /she shall be confirmed and a separate letter of confirmation shall be issued to him/her. In the absence of letter of confirmation, post completion of one year probation, the employee would be deemed to have continued on probation for a further period of one year.

Provided further that, if no order of confirmation or otherwise is issued even after completion of the extended period, the probation would be deemed to have been completed satisfactorily and the service of the employee would be deemed to have been confirmed effective from the date of expiry of the extended period. The services of an employee are liable to termination without notice during the period of probation or such extended period as the case may be.

3. DISCIPLINE AND RELATED MATTERS:

3.1 SUSPENSION:

The Competent Authority may place an employee under suspension:

- (i) Where disciplinary proceedings are either contemplated or are in progress.
- (ii) Where a criminal case against is either under investigation or is in progress in the trial court.

Provided a subsistence allowance of not less than one half and not more than three fourth of his basic pay is allowed to him/her during the period of suspension.

4. PENALTIES

Competent Authority may, for good and sufficient reasons to be recorded in writing, impose any of the following penalties;

- a) Censure
- b) Withholding annual increment without cumulative effect.
- c) Withholding annual increment with cumulative effect.
- d) Withholding promotion.
- e) Reduction to a lower rank or to a lower stage in the time scale of Pay.
- f) Compulsory retirement.
- g) Removal from service without disqualification for future employment.
- h) Dismissal from service with disqualification for future employment in the Organization.

5. APPEALS:

An employee aggrieved by the order of penalty imposed upon him/her, shall be entitled to an appeal against the order within a period of one month for the review. The order of the reviewing authority shall be the final order.

6. CODE OF CONDUCT:

- 6.1 Every employee shall always maintain absolute integrity and devotion to duty and be strictly impartial and objective in his official dealings.
- 6.2 Unless otherwise specifically provided in the offer letter / appointment order, every employee shall be a whole time employee of the Organization and shall not engage himself directly or indirectly in any trade, business or any other work of whatever nature.
- 6.3 An employee shall be required to be present at the place of work during the scheduled working hours, except in cases where he is allowed the leave of absence by the competent authority for good and sufficient reasons.
- 6.4 An employee shall perform all the duties assigned to him by a competent authority even beyond the scheduled working hours and on Sundays and Holidays, if the exigencies of work so demand.
- 6.5 No employee shall leave the station without prior approval of the competent authority. Subject to the general laws on the subject, no employee shall;
 - (a) be under the influence of liquor or drugs;
 - (b) appear in public in a state of intoxication.
 - (c) Participate in demonstration, dharna etc.

- 6.6** No employee shall take part or be associated with any political party or organization that subscribes to or assists any movement that tends directly or indirectly to be subversive to the Government established by law.
- 6.7** No employee shall participate in any kind of demonstration or resort to any kind of strike, prejudicial to the interest, integrity or security of the State, Public Order, Decency or which involves Contempt of Court or impinges adversely on the dignity of the Organization.
- 6.8** No employee shall, except with the permission of the competent authority or in the bonafide discharge of his duties, participate in a Radio or TV broadcast or contribute an article or write a letter to any newspaper or periodical. Provided that no such permission shall be required, if such broadcast or such contribution is purely of literary, artistic or scientific character.
- 6.9** No employee shall, in any broadcast or communication to the press or in public utterances, make any statement which may amount to adverse or unfair criticism of the decision, policy or action of superior functionaries of the Organization.
- 6.10** No employee shall communicate without authorization, any information or documents save in cases where such communication is in the discharge of duty assigned to him.
- 6.11** No employee shall, except with the permission of the competent authority, participate in the registration, promotion or management of any bank or company.
- 6.12** No employee shall lend or borrow money to or from any person having or likely to have official dealing with him.
- 6.13** No employee shall show his personal affairs in a manner that it leads to insolvency or habitual indebtedness.
- 6.14** No employee shall contract a bigamous marriage in contravention of the law on the subject.
- 6.15** No employee shall misuse or carelessly use the facilities provided by the Organization to facilitate the discharge of his official duties.
- 6.16** No employee shall ask or permit his spouse to ask any of his subordinate to purchase anything either on advance payment or otherwise.
- 6.17** Acts of commission enumerated below will be in violation of code of conduct and will constitute serious misconduct:
- Theft, fraud, deliberate falsification of records
 - Fighting with/ assault on another person
 - Physical violence or bullying

- Deliberate damage to Organization property
- Serious act of insubordination.
- Unauthorized entry to computer records
- Deliberately accessing internet sites containing pornographic, offensive or obscene material
- Serious breach of health and safety rules
- Remaining absent from duty for 10 days without the information to reporting Head /officer concerned/ superior officer in line.
- Bribery or corruption including taking and giving inducements.
- Manipulation of Organization documents /records.
- Deliberate failure to comply with statutory or regulatory requirements or the Organization rules, policies or procedures.
- A criminal activity or offence (Whether committed during or outside normal working hours).
- Inappropriate relationship with any employee even consensual.
- Violent or abusive or indecent behavior.

7. REMOVAL FROM SERVICE

- 7.1** The Competent Authority shall have powers to terminate the services of an employee without assigning any reason or without giving any notice during the original or extended period of probation.
- 7.2** The Competent Authority shall have powers to terminate the services of a confirmed employee by giving him one month's notice or by paying him one months' pay in lieu thereof.
- 7.3** The company shall have powers to retrench an employee on grounds of economy by giving the said employee a one month notice or one month's pay in lieu thereof.
- 7.4** Except in cases where an employee may have signed a bond to serve the Company for a specified period, the employee shall have a right to resign from his services by giving one months' notice or by paying one months' pay in lieu of notice.

Provided that the Competent Authority may, for good and sufficient reasons to be recorded in writing, waive off or reduce the notice period.

8. COMPENSATION AND BENEFITS

Pay-scales, allowances and ad-hoc bonus of the employees in various approved posts, shall be as prescribed and approved by the Competent Authority from time to time. Any revision of pay- scales or allowances or ad-hoc bonus for the employees would require prior approval of the Competent Authority. Other statutory compliances shall be followed as per the norms of governing bodies.

9. INCREMENTS/PROMOTIONS

9.1 The Annual increase will be given subject to satisfactory, efficient and diligent work based on performance and recommendations of the Competent Authority, shall in general be made effective from the 1st of January every year, except when it is withheld as a statutory punishment.

The employees against whom disciplinary cases are pending will have to await the result of the pending disciplinary proceedings before grant of increment.

9.2 The performance of all employees will be evaluated periodically as per systems/ norms defined timely. Grant of accelerated rate of increments/Grade Change/Promotions/Career progression opportunities will be subject to such performance evaluation and recommendations of the concerned Evaluation Committee and approval of the Competent Authority.

10. LEAVE RULES

- Leave cannot be claimed as a matter of right. Authorities reserve the right to refuse or revoke leave of any description other than Maternity Leave.
- Leave permission should be sought in all cases and address for communication during leave period should be furnished without failure.
- If an employee is absent without any sanctioned leave his salary will be deducted pro- rata basis considering a month is equal to 30 days.
- An employee joining during the middle of a year may avail leave proportionately.
- Leave, may be either prefixed or affixed to holidays or weekly off day. However leave cannot be both prefixed and affixed to holidays or weekly off day.

The following kinds of leave may be earned by and granted to an Employee:

- a)** 12 days Earned leave as accrued in a year subject to a provision that the total period of earned leave admissible to any employee shall not exceed 45 days.
- b)** 10 days Casual leave in one calendar year subject to a maximum of 3 days being availed at a time.
- c)** 10 days Earned Leave and 10 days CL are for Contractual employees.
- d)** Extra Ordinary Leave on Loss of Pay- A staff member may be granted Extra-ordinary leave on loss of pay (EOL) to the extent required depending upon the circumstances. However, if the organization requires the services, the staff member should rejoin duty accordingly.

11. TRANSFER

Employees' services are liable to be transferred on a temporary or permanent basis anywhere in India or even abroad during their service in the organization.

12. RETIREMENT

12.1 On Superannuation

Employees are liable to be retired from the services of the organization on attaining the age of 60 years, or earlier if they are found medically unfit.

13. WORKING HOURS AND ATTENDANCE

In general, the working days shall be observed from Monday to Saturday and the punch-in time shall be at 9 am and the punch-out time shall be at 6 pm.

- Full Day : Punch in-time: 9:00 am to 9:30 am
Punch Out-time after 6:00 pm
(Minimum duration spend 9 hours including 1 hour lunch)

- Half Day : Punch in-time to 9:00 am to 9:30 am
Punch Out-time after 2:00 pm but before 6:00 pm
(Minimum duration spend 5 hours)
Those who have punched out before 1:00 pm or total duration spend less than 4 hours shall be marked as absent for whole day.

The working hours vary based as per exigency of work provided, however the employee is required to serve minimum 48 hrs in a week excluding the Lunch period. Swipe timings of the attendance may be regulated to suit the duties entrusted to an employee, subject to permission from the reporting officer or Competent Authority; with the prior information to the HR and Finance.

Employees will not at any time absent themselves from their work without the permission of the Manager. Each employee is expected to maintain punctuality in attendance. Habitual late attendance will render him/her liable to disciplinary action. Every employee has to follow biometric attendance system.

14. OVERTIME ALLOWANCE

The following payment schedule of Over-Time Allowance (OTA) shall be applicable;

14.1 OTA for

- Labour – Rs. 30/- per hour

- Mason – Rs. 50/- per hour
- Supervisor – Rs. 70/- per hour, maximum upto Rs. 5000/- per month
- Sr. Engineer – Rs. 125/- per hour, maximum upto Rs. 10,000/- per month

Before engaging employees to work on Overtime, prior sanction of the Competent Authority shall be obtained.

It may be noted that staff members having a designation of Project Manager or above and equivalent will not be entitled for payment of Over-Time Allowance.

15. HOLIDAYS

Holidays in a calendar year shall not exceed by 7 days and 1 Restricted holiday under any circumstances, in general the following days may be observed as Holidays (National holidays and festivals):

1	Republic Day
2	Holi Parwa
3	Labour Day
4	Independence Day
5	Vishwakarma Day
6	Gandhi Jayanti
7	Diwali Parwa
Restricted Holiday (Any one of the following)	
8	Dushehra (Vijyadashmi)
9	Idu'l Fitr

16. EXIT POLICY & PROCEDURE

Employees are our most important asset. The Organization seeks to promote effective employees and employer relations by encouraging openness and trust. While it is essential that employees have a good image of the Organization during the course of their employment with us, it is also equally important that they maintain that image even when exiting from the Organization.

An effective exit procedure not only ensures that the matters arising out of an employee's resignation are dealt with efficiently, but also gives them an opportunity to provide a feedback to the employer that may help in enhancing employment practices, help in identifying strengths and the weaknesses, improve the work environment and motivate the workforce.

The ways in which a working relationship can be terminated, either by the employer or the employee are given as under:

- a. The employer may end the relationship due to the conduct or capacity of the employee or the employer's operational requirements;
- b. The employee may end the relationship by way of resignation.
- c. The employment relationship may come to an end on expiry of the contract or on attainment of the age of superannuation.

16.1 CONFIDENTIALITY OF EXIT PROCESS INFORMATION

As a matter of policy, the Organization will make all reasonable efforts to maintain confidentiality of persons completing the Exit Questionnaire and/or an Exit Interview.

16.2 REASONS OF EXIT

16.2.1 RESIGNATION:

Resignation is the most common means of ceasing employment with the Organization and is normally accomplished by the employee giving notice in writing of intention to resign. Different notice requirements apply to different types of position and are detailed in the contract agreement / conditions of service.

16.2.2 ABSCONDMENT

An employee who absents himself/herself from duty without permission for a period exceeding 10 days will be deemed to have absconded with effect from the date immediately succeeding his/her last day of attendance at his/her place of duty.

16.2.3 TERMINATION

- a) *Early termination of fixed-term employment;*

A fixed-term contract may be terminated before its expiry date by the Organization:

- (i) During the probation period specified in the letter of appointment.
- (ii) On the grounds of unsatisfactory performance or gross misconduct (Refer the disciplinary rules of the Organization)
- (iii) Where the work is no longer required to be undertaken.
- (iv) Termination on completion of fixed term contract:

The contract of an employee appointed on fixed-term contract will terminate automatically at the end of the contract period. The extension of the contract shall be as per the decision of the Organization specific to the contracted employee.

b) Termination due to Inefficiency/ Retrenchment:

The termination of services of an employee may be resorted to on account of incapacity or inefficiency. However, the following must be taken into account before initiating the process of termination:

(i) The Organization must be able to demonstrate that the employee has consistently failed to perform up to the required standards, notwithstanding all possible remedial measures, including opportunities provided for improvement.

(ii) The Organization must be certain that the employee is incapable of improving or unwilling to improve his/her performance.

c) Termination on account of Disciplinary Action:

Employees are required to uphold the highest standard of professional and personal behavior in Organization. An employee who is guilty of misconduct/ gross misconduct rendering him or her unsuitable for employment in the Organization is in effect, in breach of her or his contract and may therefore be terminated.

17. INSURANCE

17.1 Group Accidental Insurance of Rs. 5 lac to the site and office staff

17.2 Medical Insurance with a sum assured of Rs. 2 lac and above, can be made optional on self-support basis.

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Annexure -1

Guidelines for Performance Based Variable Pay

1. Preamble: To enable employees to stay focused on their objectives and goals, identified portion of the total salary is given away based on the fulfilment of KRAs as 'Performance Based Variable Pay' (PBVP)

2. Purpose:

2.1. Organization encourage employees to achieve their goal, assist in their personal growth and consequently in the growth of an organization. Employers often reward employees with performance based pay after evaluating their work performances.

4. Applicability:

4.1. All employees may be eligible for the PBVP on discretion of management, provided the salary of an employee is minimum INR 60000 per month.

4.2. The percentage of PBVP in the salary structure will be minimum 10% of the overall CTC of the respective employees but the actual payout will be according to performance of the respective employee and performance assessment rating done by the Performance Review Committee.

4.3. During probation, appropriate amount of the Performance Based Variable Pay would be disbursed as per Letter of Offer. After the successful completion of the probation period, Performance Bonus Variable Pay would be disbursed annually after reviewing the performance of an employee by Assessment Review Committee, provided he/she must be on payroll of RSPL at the time of disbursement of PBVP.

5. Evaluation Criteria:

5.1. The Assessment Review Committee evaluates the performance of the employees according to feedback received from their respective Reporting officers/ Reviewing Officers and may consider following criteria while making recommendations:

- i. Achievement of employee against assigned/set target.
- ii. Amount of PBVP to be disbursed as per achievement and rating.
- iii. Continuation of their employment/confirmation of the probation.
- iv. Any change if required in performance bonus of the respective employee.

6. Review Committee:

The Assessment Review Committee for the RSPL staff members consists of:

- Director-RSPL(Chairperson)
- Operational Head-RSPL
- One Senior Member (outside of RSPL nominated by the Director*)
- Nominee from the Department of HR(SU/RSPL) who will be the coordinator of the committee

Annexure -2

Guidelines for Relocation Allowance

Preamble:

1. A relocation allowance is the one-time payment made by an employer to cover relocation expenses and other costs incurred by an employee who is required to take up the employment elsewhere.

2. In order to facilitate the new hires who take up employment at our RSPL (Rishav Shelters Pvt. Ltd.), relocation allowance policy is as under:

2.1. Indian Nationals:

i. Those who have to shift their residences, relocating from distant places in the country (more than 1500 kms) will be provided with a onetime relocation allowances as under:

- Actual expenses subject to maximum 3.5 % of their annual gross salary or Rs. 50,000/-, whichever is less, may go case to case and on approval of the Competent Authority.
- After successful completion of 3 months of service at RSPL, relocation allowance will be disbursed for the respective employee.
- This is applicable for new joiners only and one-time relocation allowance will be provided to them.
- In case, the employee quits within 1 year of the joining or his/her services or terminated because of his/her poor performance/disciplinary cases, the relocation allowances shall be recovered from his/her salary.
- The above scheme will not be applicable to those employees who are either deputed or transferred by the RSPL in different sites.