CAPRI GLOBAL HOUSING FINANCE LIMITED

Anti-Sexual Harassment Policy

(Approved by Board at its meeting held on October 22, 2026)

CAPRI GLOBAL HOUSING FINANCE LIMITED
CIN: U65990MH2006PLC161153
Regd. & Corporate Off: 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai – 400013, Maharashtra, (India).
Tel: +91-22-40888100; Fax: +91-22-40888160

ANTI - SEXUAL HARASSMENT POLICY

1. POLICY

1.1. Capri Global Housing Finance Limited; ("***Company***") is an equal opportunity employment company, without regard to race, caste, religion, colour, marital status, sex, age, nationality, disability of its staff or colleagues. The Company also believes that all employees of the Company have the right to be treated with dignity. The Company believes that Sexual Harassment at workplace is a grave offence. The Company holds the responsibility to identify and prevent Sexual Harassment and to develop a culture of "zero tolerance" for any form of Sexual Harassment at the Workplace. The Company will respond promptly to reports of Sexual Harassment and will take appropriate steps to discipline behavior that violates this Policy and if necessary, facilitate legal action. This Policy is applicable across the Company in all its Workplace.

2. LEGISLATIVE BACKGROUND AND REQUIREMENT

2.1. The Government of India has notified the Sexual Harassment of Women at the Workplace (Prevention, Prohibition Redressal) Act, 2013 ("**Act**") and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013 ("**Rules**"). Both the Act and the Rules have come into force with effect from December 9, 2013. The Act and the Rules were both drawn up and passed in furtherance to the guidelines as laid down by the Supreme Court of India in Vishaka v. State of Rajasthan, to ensure that women, in particular, are protected against Sexual Harassment at all workplaces, be it in public or private, and to create work environments that recognizes right to gender equality, life and liberty and equality in working conditions everywhere.

2.2. This Anti-Sexual Harassment Policy gives effect to the legal provisions contained in the Act and the Rules relating to protection against Sexual Harassment at Workplace and for establishing the necessary mechanisms for redressal of complaints of Sexual Harassment by women and for matters connected therewith or incidental thereto.

2.3. In order to comply with the provisions of the Act, every organization has to formulate and implement an Anti- Sexual Harassment Policy ("***Policy***").

2.4. This Policy is meant to educate the Employees about what conduct constitutes Sexual Harassment and has been formulated to prohibit, prevent, or deter the commission of acts of Sexual Harassment at workplace, and in the event of such an occurrence, to enable a fair mechanism for dealing with such conduct.

3. SCOPE AND EFFECTIVE DATE

3.1. This Policy is a policy for the protection of women.

3.2. This Policy extends to all Employees of the Company whether permanent, temporary, on training and on contract and is deemed to be incorporated in the service conditions of all Employees. It also extends to outside women who come in contact of the Employees of the Company and who allege that they have been sexually harassed by the said Employee

3.3. The Company will also not tolerate Sexual Harassment of the Employees of the Company, if engaged in by clients or any other business associates.

3.4. This Policy shall extend to:

3.4.1. All Company-related activities performed at any other site away from the Company's premises.

3.4.2. All Employees in respect of Sexual Harassment occurrences at the Workplace (*as defined herein below*).

3.4.3. Incidents of Sexual Harassment reported by Company's Employee as a result of an act by a third party or outsider while on official duty.

3.5. The Company will take all necessary and reasonable steps to assist the affected person in terms of support and preventive action.

3.6. This Policy shall come into effect immediately.

4. DEFINITIONS

4.1. Except where the context otherwise requires, the following words and expressions shall have the following meanings: -

"***Sexual Harassment***" includes any one or more of the following unwelcome acts or behavior (whether directly or by implication):

(i) Physical contact and advances; or

(ii) A demand or request for sexual favors; or

(iii) Making sexually colored remarks; or

(iv) Showing pornography; or

(v) Any other unwelcome physical, verbal, or non-verbal conduct of a sexual nature.

Additionally, any of the following, in relation to or connected with the above, will constitute sexual harassment:

(i) Implied or explicit promise of preferential treatment in her employment; or

(ii) Implied or explicit threat of detrimental treatment in her employment; or

(iii) Implied or explicit threat about her present or future employment status; or

(iv) Interference with her work or creating an intimidating or offensive or hostile work environment for her; or

(v) Humiliating treatment likely to affect her health or safety.

"***Employee***"	for the purpose of this Policy, means and includes any person hired by the Company, whether as a consultant or as an employee on the rolls of the Company who is employed for any work on regular, temporary, ad-hoc or daily wage basis, directly or through an agent, including a contractor, with or, without the knowledge of the Company's management, whether for remuneration or not, or working on voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-worker, a contract worker, probationer, trainee, apprentice, article clerk or called by any other such name.
"***Workplace***"	shall include: (i) All Company offices situated in India and/or (ii) Any place visited by an Employee of the Company, arising out of or during the course of discharging the Company's work, including transportation provided by the Company for undertaking such journey.
"***Aggrieved Woman***"	with respect to the Act in relation to the workplace is a woman of any age, whether employed or not, who alleges to have been subjected to any act of Sexual Harassment by the Respondent.
"***Complainant***"	shall include Aggrieved Woman or any other person filing the complaint on behalf of the Aggrieved Woman.
"***Respondent***"	means the person who is alleged or reported to have committed an act of Sexual Harassment and against whom the Aggrieved Woman/ Complainant has made a Complaint under this Policy in terms of Section 9 of the Act.

"***Complaint***"	means information, either oral or written, made by the Aggrieved Woman/ Complainant. However, complaint made orally must be reduced in writing for which the Internal Complaint Committee members shall provide assistance, if needed.

5. INTERNAL COMPLAINTS COMMITTEE

5.1. An Internal Complaints Committee ("***ICC***") must be constituted, in accordance with the provision of Section 4 of the Act, in every branch or office of the Company, to redress complaints of Sexual Harassment.

5.2. An ICC shall consist of: -

5.2.1. A presiding officer who shall be a woman employed at senior level.

5.2.2. Not less than two Members from amongst the Employees preferably committed to the cause of women or who have had experience in social work or have legal knowledge.

5.2.3. One Member from an NGO or association committed to the cause of women or person familiar with the issues relating to the Sexual Harassment.

5.3. At least one half of the total Members nominated shall be women. The Presiding Officer and Members shall hold office for a period not more than 3 years.

5.4. An order constituting the ICC shall be passed and shall be displayed at any conspicuous place of the Company.

6. REDRESSAL PROCESS

6.1. Complaint

6.1.1. An Aggrieved Woman who feels that she is being sexually harassed, directly or indirectly, may submit a Complaint of the alleged incident on email: **posh_cghfl@caprihomeloans.com** to any member of the ICC in writing with her signature within three (3) months of occurrence of incident, and in case of a series of incidents, within a period of three (3) months from the date of the last incident. The ICC may, after recording its reasons in writing, further extend the time limit not exceeding three (3) months if it is satisfied with the circumstances that led to preventing the Aggrieved Woman from making the Complaint within the initial three (3) months.

6.1.2. In case of any difficulty in filing the Complaint in writing, the Presiding Officer/Member of the ICC shall provide reasonable assistance to the Complainant to file a written Complaint.

6.1.3. A Complaint may also be made by a legal heir or any of the persons specified under sub section (2) of Section 9 of the Act read with Rule 6 of the Rules, where the Aggrieved Woman is unable to do so, on account of any kind of incapacity.

6.1.4. The Internal Committee shall maintain a register to record the Complaint received by it and keep the contents confidential, except to use the same for inquiry.

6.1.5. The Complainant must file six copies of the Complaint along with supporting documents and names and addresses of witnesses, if any.

6.1.6. The ICC shall forward one copy of the Complaint to the Respondent within seven (7) working days.

6.1.7. The Respondent must file his response to the Complaint along with supporting documents and names and addresses of witnesses, if any, within ten (10) days of receiving the Complaint copy from the ICC. A copy of the said response shall be provided to the Complainant forthwith.

6.2. Settlement through Conciliation

6.2.1. Only at the request of the Aggrieved Woman, the ICC shall, prior to initiating an inquiry, take steps to settle the matter between the Aggrieved Woman and the Respondent through conciliation. The ICC shall record the terms of any such settlement reached between the Aggrieved Womaand the Respondent, and forward the same to the management/employer to take action as recommended.

6.2.2. If the Respondent fails to comply with the terms and conditions of the Settlement, the Aggrieved Woman may inform the ICC of the same for further action, as provided under the Act.

6.3. Inquiry and Action

6.3.1. The ICC will make an inquiry into the Complaint in accordance with the principles of natural justice.

6.3.2. During the pendency of an inquiry, the ICC shall, on the written request made by the Aggrieved Woman, grant interim relief in accordance with the provision of section 12 of the Act.

6.3.3. Where both the Complainant and the Respondent are Employees of the Company, the ICC will give each of them an opportunity of being heard at the time of inquiry, and will make available to each, a copy of its findings enabling them to make representation in respect of such findings, before the ICC.

6.3.4. The ICC may terminate the inquiry proceedings or decide ex-parte on the Complaint, if the Complainant or the Respondent does not, without sufficient cause, present himself/herself for three consecutive hearings convened by the ICC and after giving fifteen (15) days advance written notice to the concerned person.

6.3.5. The quorum for convening a meeting of the ICC for the purpose of an inquiry shall be three (3) members of the ICC, including the presiding officer

6.3.6. The ICC shall complete the inquiry within a period of ninety (90) days and communicate its findings and its recommendations for action to the Company's management in a report, within ten (10) days of completing the inquiry.

6.3.7. A copy of the report shall also be made available to the Complainant and the Respondent.

6.3.8. The report of the ICC shall be treated as a final report on the basis of which the Respondent can be awarded appropriate punishment straightaway within sixty (60) days of its receipt. In the event the ICC concludes that allegations of Sexual Harassment have been established, it shall in its report to the Company, recommend that action against the Respondent be taken in accordance with the Company's service rules (*if any*) and where there are no service rules to take any action including a written apology, warning, reprimand or censure, withholding of promotion, withholding of pay rise or increments, terminating the respondent from service or undergoing a counselling session or carrying out community service; and/or deduct such sum as it considers appropriate from the salary/wages of the Respondent to be paid to the Complainant or any other act in accordance with the provision of the Act. While arriving at the appropriate compensation sum to be paid to the Complainant, the ICC shall have regard to the considerations set out in Section 15 of the Act. The Company's Management will direct appropriate action in accordance with the recommendation proposed by the ICC.

6.3.9. In case, the ICC finds the degree of offence to be coverable under the Indian Penal Code, then this fact shall be mentioned in its report and if required appropriate action shall be initiated by the management of the Company or on the request of the Complainant, for making a Police complaint;

6.3.10. In the event, the Complaint does not fall under the purview of Sexual Harassment, or the allegations are not established, the ICC shall recommend to the Company that no action is required to be taken and close the enquiry by recording reasons in writing.

6.3.11. None of the parties can be represented by a lawyer during the proceedings.

6.3.12. The ICC shall be governed by the Act and the Rules.

7. APPEAL

7.1. Any person aggrieved by the recommendations or non-implementation of the recommendations made by the ICC, may prefer an appeal, in accordance with the law within ninety (90) days of the recommendations.

8. ANNUAL REPORT

8.1. The ICC shall submit in each calendar year an Annual Report which contains number of cases received, disposed, pending for more than ninety (90) days, number of workshops against sexual harassment carried out and nature of action taken to the Company and the district officer

9. FALSE COMPLAINT/EVIDENCE

9.1. <u>Duty of good faith</u>

9.1.1. ICC shall take action in accordance with the provision of Section 14 of the Act against a Complainant for knowingly or recklessly bringing a false Complaint of Sexual Harassment and/or false evidence.

9.1.2. If on an inquiry, the Complaint is found to be false or malicious, or that a witness has given misleading evidence, the Complainant or the witness, as the case may be, shall be liable for appropriate disciplinary action by the ICC in accordance with the service rules applicable to them (*if any*) and where there are no service rules; any action including a written apology, warning, reprimand or censure, withholding of promotion, withholding of pay rise or increments, terminating the Complainant from service or undergoing a counselling session or carrying out community service. However, such malicious intent must be established after an inquiry.

9.1.3. A mere inability or insufficiency to substantiate a Complaint shall not be considered as grounds for taking action.

9.2. Non-Retaliation

9.2.1. No person shall be subject to harassment, intimidation, or retaliation of any kind for having brought a good faith complaint of prohibited sexual harassment.

10. CONFIDENTIALITY

10.1. Any and all persons entrusted with the duty to handle or deal with a Complaint, inquiry or any recommendation or action to be taken under the Act, Rules and this Anti-Sexual Harassment Policy shall not disclose the name, address, identity or any other particulars that can in any way reveal the identity of the Complainant and the witnesses or the Respondent to the public or media.

10.2. In case of any violation, the concerned person shall be liable for penalty in accordance with the provisions of the service rules applicable to the said person or where no such service rules exist, in such manner as may be prescribed by law.

11. ROLES AND RESPONSIBILITIES

11.1. The management shall provide all necessary assistance for the purpose of ensuring full, effective, and speedy implementation of this Anti-Sexual Harassment Policy.

11.2. The Company shall provide safe working environment at the Workplace which shall include safety from the persons coming into contact at the Workplace.

11.3. Where Sexual Harassment occurs as a result of an act or omission by any third party or outsider, the ICC and the Company shall take all steps necessary and reasonable to assist the affected person in terms of support and preventive action.

11.4. The ICC shall prepare a report on all Complaints at the end of the year for submission to Company's management and the Company shall submit the same to the district officer.

11.5. It is both, the duty and obligation of the Company to provide necessary communication and training with respect to this Policy.

11.6. The Company shall ensure that this Policy is communicated, explained, and handed over at the time of induction of every new joinee.

11.7. The Company, in consultation with the ICC, will be responsible for providing clarifications to staff and colleagues with respect to any queries related to this Policy, as and when required.

11.8. The Company shall ensure implementation of this Policy in line with overall Anti-Sexual Harassment guidelines and directions as also the Act, and the Company shall provide appropriate training to employees on gender sensitivity and ensure that this Policy and code is communicated, explained and handed over at the time of induction of every new joinee.

11.9. The Company shall display at any conspicuous place in the Workplace, the penal consequences of Sexual Harassment and the order constituting the ICC.

11.10. The Company shall provide assistance to the woman if she chooses to file a complaint in relation to the offence under the Indian Penal Code or any other law for the time being in force.

11.11. The Company shall provide necessary facilities to the ICC, to deal with the Complaint and conduct an inquiry.

11.12. The Company shall assist in securing the attendance of the Respondent and the witnesses before the ICC.

12. REVISION AND TERM OF THE CODE AND ANTI-HARASSMENT POLICY

This Policy shall be reviewed by the Board. Any changes or modification in the Policy would be presented for approval of the Board. The Board authorize Managing Director to make changes in the Policy due to regulatory or legal requirement and such changes made to be brought to the attention of the Board at the first meeting following the amendment. This Anti-Harassment Policy shall be reviewed preferably once in three years, or as and when there are any amendments to the Act or Rules, whichever is earlier."

13. CONTACT DETAILS OF KEY PERSONS

13.1. Names of the members of the ICC, along with their contact details are provided in the order constituting the ICC. The Company will periodically update the list of names and contact details of the members.