



**Smart City**  
MISSION TRANSFORM-NATION

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**HUMAN RESOURCE POLICY**  
**AGRA SMART CITY LIMITED**

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# 1 INTRODUCTION & PURPOSE

## 1.1 Introduction

The Smart Cities Mission (SCM) Statement & Guidelines released by the Government of India (GoI) envisage implementation of the Mission at the city level by a Special Purpose Vehicle (SPV) created for the purpose. One of the primary reasons for the creation of an SPV for the Smart Cities Mission is to ensure operational independence and autonomy in decision-making and mission implementation. The SPV will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

Agra Smart City Limited is promoted by the Government of Uttar Pradesh with Agra Municipal Corporation with equal shareholding and is incorporated as a limited company under the Companies Act, 2013. The SPVs business is mandated as per its Memorandum of Association and its internal management structure is defined in the Articles of Association both of which are vetted and approved by the Shareholders of the Company. The Company is expected to comply with all the applicable provision of the Companies Act, 2013 and the shareholders, the directors and the employees are expected to follow the provisions of the Act and its Rules so far as they apply to the Company. The Company is headed by a full time Chief Executive Officer (CEO) and has nominees of Central Government, State Government and ULB on its Board. The key functions of the Company as per its Articles of Association (AoA) are:

- a. Approve and sanction the projects including their technical appraisal.
- b. Execute the Smart City Proposal with complete operational freedom.
- c. Take measures to comply with the requirements of MoHUA with respect to the implementation of the Smart Cities programme.
- d. Take measures to comply with the requirements of the MoUD /other Ministries/Departments of the Government of India/State Government Rules and regulations, local laws etc for implementation of the Smart Cities Mission. Mobilize resources within timelines and take measures necessary for the mobilization of resources..
- e. Approve and act upon the reports of a third-party Review and Monitoring Agency.

- f. Overview Capacity Building activities.
- g. Develop and benefit from inter-linkages of academic institutions and organizations.
- h. Ensure timely completion of projects according to set timelines.
- i. Undertake review of activities of the Mission including budget, implementation of projects, preparation of Smart City Proposal (SCP) and co-ordination with other missions/schemes and activities of various Ministries/Departments.
- j. Monitor and review quality control related matters and act upon issues arising thereof.
- k. Incorporation of joint ventures and subsidiaries and enter into Public Private Partnerships including with foreign entities as may be required for the implementation of the Smart Cities Mission.
- l. Enter into contracts, partnerships and service delivery arrangements with Indian as well as foreign firms, as may be required for the implementation of the Smart Cities Mission
- m. Determine and collect user charges as authorised by the ULB Collect taxes, surcharges etc. as authorised by the ULB
- n. Collect taxes, surcharges etc. as authorized by the ULB.
- o. Any other functions as delegated by the Central Government/ State Government/ULB within the scope of Smart Cities Mission.

#### **1.1.1 Role of Human Resources Function in Agra Smart City Limited.**

The Human Resources (HR) Department in the Company is expected to play a key role in supporting the strategic and operational managers and employees by providing suitable and appropriate strategic and transactional HR services. The key roles envisaged for the department are:

- a. Manpower Planning and Recruitment covering career progression and planning, recruitment and induction, and internal transfers

- b. Personnel, Payroll and Benefit Management to cover personnel and payroll management including administration of personnel benefits, working hours, workplace safety and prevention of sexual harassment, grievances and discipline management and code of conduct.
- c. Performance Management, Training and Development: This covers employees' performance evaluation, promotions, training and development of employees.
- d. Separation Management: This section covers employee resignation, termination, gratuity/pension and exit interviews.

## **1.2 Purpose of the Policy Manual**

The purpose of this Policy Manual is to lay down broad human resource policies and their implementation plan that guide people management in Agra Smart City Limited and compliance with various laws and help establish and maintain consistent HR practices in the workplace. These policies and procedures provide guidelines on recruitment to separation of employees, employer-employee relationships, compensation and benefits, work schedules, health and safety measures, performance evaluation of employees, training and development and others. **This Policy Manual is expected to serve as a —guide to all employees in their engagement with the Agra Smart City Limited.** The purpose of these policies and procedures is also to provide reference material for supervisors and senior management in relation to employment matters in the organization, which streamlines the workflow in an organization. The HR policies and procedures that are clearly written and comply with relevant laws and regulations mitigate legal risks involved in people management and protect the organisation from incurring corporate liability and employee lawsuits.

The Chief Executive Officer is the owner of this manual and all the policies and procedures contained herein operate within the overall Delegation of Administrative and Financial Powers Matrix as delegated to the Company by the State and to the CEO by the Board. The Chief Executive Officer shall be responsible for any changes/ amendments/future updates/revisions to the document.

## 2 GLOSSARY OF TERMS USED IN THE POLICY

In this document, unless the context otherwise requires,

— “**Company**” means Agra Smart City Limited

— “**Employee**” includes employees of all categories, i.e. including regular employees, employees on contract or deputation but excludes employees deployed by any contractor and casual/ short term employees hired for temporary work. However, the policy will not be applicable on interns hired under TULIP or under any other programme.

— “**Reporting Manager**” means any superior assigned to monitor and control the discharge of official duties by the employee, having powers of necessary approvals as delegated by the Company from time to time

— “**Deputation**” means a method of sourcing of staff belonging to Central / State Government, Central / State Government Organizations including Autonomous Bodies, and public sector undertakings

— “**Management**” means General Managers, Directors, Managing Director and Board of Directors of Agra Smart City Limited

— “**Dependent**” means a person who is wholly dependent upon the employee and whose monthly income does not exceed the limits as may be specified by the Agra Smart City Limited, from time to time

— “**Superannuation/ Retirement Age**” will be as per the terms of service conditions for deputation/ secondment employees and 60 years for employees on contract. However, the superannuation age of employees on contract may be relaxed by the Board, in exceptional cases.

— “**Family**” shall be defined as and include the following:

— Employee’s spouse (only one) where the spouse does not avail medical benefits provided by the spouse’s employer, as verified by furnishing a certificate from his / her employer to this effect. Legally separated spouse will not be covered.

— Dependent children means unmarried sons and daughters (including widows and divorcees) less than 21 years of age who are unemployed / employed only on a part-time basis and whose monthly income does not exceed [Rs. 6000] and whose

employer does not provide medical assistance; physically / mentally disabled children incapable of doing any work. Dependent children shall include legally adopted children or step children. Coverage is limited to the first two dependent children only.

- Dependent parents mean parents whose combined income does not exceed [Rs. 6,000] per month.

### **3 STRUCTURE OF AGRA SMART CITY LIMITED**

#### **3.1 Vision and Mission of Agra Smart City Limited**

3.1.1 The Vision of Agra Smart City Limited is:

*“City of Taj – where history is preserved, environment is pristine, infrastructure is world- class, and opportunity is plenty – a safe place to live, a great place to tour.”*

3.1.2 The Mission of Agra Smart City Limited is:

**—To facilitate urban development and smart cities mission by acting as a governing body, the SPV will support state government and existing agencies in formulation of policies, institutional capacity building and project implementation, and will assist in the funding and implementation of projects as laid down in the objectives of the Company.**

The SPV shall be guided by the following key operating principles in its vision and mission.

- a. Citizen & stakeholder Focus: Provide service to citizens & stakeholders and respond to their needs and interests in a respectful, reliable and professional manner.
- b. Environmental Responsibility: Plan and manage the operations as responsible stewards of our natural resources and the environment.
- c. Safety Awareness: Perform work with a high level of safety awareness for ourselves, our fellow employees and the public.



- d. Employee Inclusiveness: Respect and value the contributions of employees because everyone is important to the success of the operations.

### **3.2 Board and its Functions**

The Role of the Board is not specifically defined in the Smart City Guidelines. However, as the SPV is a Company incorporated under Companies Act 2013, the relevant provisions of the Act apply. The Board and its functions are elaborated in the MoA and AoA of the Company.

### **3.3 Office of the CEO**

The Company is managed by a full time CEO appointed by the Board of Directors. The functions of the CEO shall be as per the delegation of powers conferred by the Board and shall include, but not limited to:

- a. Overseeing and managing the general conduct of the day-to-day operations of the SPV subject to the supervision and control of the Board.
- b. Entering into contracts or arrangements for and on behalf of the Company in all matters within the ordinary course of the Company's business.
- c. To formulate and submit to the Board of Directors for approval, a Human Resource Policy(ies) that will lay down procedures for creation of staff positions, qualifications of staff, recruitment procedures, compensation and termination procedures.
- d. Recruitment and removal of the senior management of the Company and the creation of new positions in accordance with the Company's approved budget and the recruitment or increase of employees in accordance with the Human Resource Policy laid down by the Board.
- e. Supervising the work of all employees and managers of the Company and the determination of their duties, responsibilities and authority;
- f. Chief Executive Officer is authorized to act in accordance with the recommendations of Human Resource Committee, in relation to all the matters pertaining to identification of vacancy, educational qualification, monthly remuneration, performance of staff, conducting of interviews, finalisation of candidates, renewal/extension of contracts except Key

Managerial Personnel(KMP). Therefore, CEO will be the appointing authority for all the staff except Key Managerial Personnel(KMP).

g. Any other work assigned by the Board relating to the affairs of the company.

### **3.4 Organization Structure and Staffing**

The Company is managed by the CEO who directly reports to the Board of Directors. The CEO is assisted by a senior level management team and supported by an operating level management team in his/her day to day functions. A detailed organogram is attached at Annexure 1 of this Policy Manual.

## **4 COMPENSATION AND BENEFITS FOR CONTRACTUAL EMPLOYEES**

This Section deals with Compensation and Benefits to all contractual employees (recruited on individual contracts). The contractual employees will be paid salary and allowances as fixed in their respective employment contracts. Employees on contract may be hired on market linked salary with following components:

**Allowances & Benefits** – Other than salary as fixed in the respective contracts, contractual employees will not be paid any other allowances. However, the employee on contract shall be entitled to TA, DA allowance on actual basis, if he / she is required to travel outside the city for work / meeting related to Smart City Project as per the entitlement of the post.

**Leave** – All contractual employees will be eligible for availing leave as detailed in this Policy. Leave encashment benefit will not be available for contractual employees.

**Terminal benefits** – Employer and Employee Contribution to EPF will be applicable but will be part of overall salary and allowances as fixed in the contract. In addition, Gratuity as applicable to permanent employees of the Company will also be applicable for Contractual Employees.

### **4.1 Pay-Roll Cycle**

The Pay-roll will be processed by the HR Department and will be disbursed by the Finance & Accounts Department of the Company. The Salary of all employees will be calculated for 30/31 days in a month and credited to their respective bank accounts as per the Company's database, on the last working day of the month. The Pay-roll cycle shall be 1<sup>st</sup> of a month to 30/31 of that month.

### **4.2 Salary, Allowances and Benefits**

- a. The Company, although having significant control of by State Government and/or the ULB, is under no obligation to follow the salary structures recommended by the Pay Commission and as adopted by the Government for its employees. The Board can approve an appropriate Compensation and Benefit Plan befitting the size and operations of the

Company and based on market practices and similar structures elsewhere in other Smart Cities. The Compensation and Benefit for the Company employees will be based on a Consolidated Basis.

- b. An employee shall be entitled to the emoluments of the post to which (s) he is appointed from the date on which one assumes/take over the charge of the post.
- c. The emoluments in respect of any month shall be disbursed in the first week of the next month else competent authority have special reason to disburse it before all beyond the prescribed period. An employee resigning from the service of the organisation without the prescribed notice shall not unless the controlling authority directs otherwise be allowed to draw emoluments due but not drawn. The emoluments so not allowed to be drawn shall not exceed the emoluments and admissible allowances for one month.
- d. Every Employee is required to submit a monthly time sheet consisting of the daily activities done and submit the same by last working day of a particular month based on which remuneration for the said month will be processed. For employees involved in site supervision and monitoring, monthly time sheet shall include geo-tagged photographs depicting work progress.
- e. The monthly time sheets submitted of all employees shall be kept in custody of establishment in charge.

#### **4.3 Deductions from Salary**

The following deductions will be made from the Gross Salary and Allowances payable to employees:

- a. Income Tax as applicable, per the prevailing provisions of the Income Tax Act. For this purpose, the Company shall take necessary investment and tax computation declarations from employees in the month of April and again in the month of February of the following year. Based on these declarations, tax computations will be made, and tax deducted at source. Employees will have to produce original receipts/proof of evidence for all deductions claimed by them in their tax computations on or before February 15 of each financial year.
- b. Employee contribution to Provident Fund at such rate as may be notified by the EPFO from time to time. The current rate is 12% of PF wage (Basic+DA) set at Rs. 15,000 per month. Since the salary is received in consolidated form, the EPF contribution of the Company will be calculated on 12% of Rs. 15,000/- i.e., Rs. 1,800/- per month, where the salary is Rs. 15000/- or more. Where the salary is less than 15,000, the deduction will be done on such lower salary.

- c. Any voluntary contributions to PF/LIC – Salary Savings Schemes opted by Employees.
- d. Any other deduction, as decided by the Company.

#### **4.4 Annual increments**

All employees will be entitled for annual increments at such rate as may be approved by the Board from time to time to cover cost of inflation as indicated by the AICPI(All India Consumer Price Index). The increments will be fixed as a percentage of consolidated salary. The increments will be announced in the month of April and paid along with the pay-roll of April. For the employees who have joined after 1st April, they will be entitled for pro-rata increment for first year. Provided, those employees, such as deputationists, who are governed by separate terms of reference / contracts, will be covered as per the terms and conditions laid down in the same.

#### **4.5 Performance Linked Pay**

Employees who are rated above a certain performance level as fixed by the CEO and approved by the Board, will be entitled to a performance linked increment of a certain percentage of consolidated salary as per the methodology approved by the Board. The performance increments will be linked to annual performance appraisals and ratings and will be subject to the approval of the Board of Directors. The performance linked pay will normally be processed in the months of February & March to ensure increments if any can be processed in the following financial year.

### **5 EMPLOYEE ADMINISTRATIVE POLICIES**

#### **5.1 Office Working Hours**

The Company will work 6 days a week (Monday to Saturday with an off on Second Saturday of the respective month) with normal working hours of 10 AM to 6.00 PM on all week days with a lunch break of 30 minutes that may be availed between 1.00 PM to 2.00 PM. Sunday will be weekly off for all employees.

However, all employees shall be at the disposal of the Company 24X7 and in the event of exigencies, they can be called for work on weekends and holidays. The decision to work on weekends and holidays will be taken by the Departmental Heads. No overtime shall be paid for such work except where required by the applicable Laws/Rules made under those Laws or any Government Orders.

## **5.2 Holidays**

The Company shall follow the list of State Government holidays as released by the government from time to time.

## **5.3 Attendance Management**

- a. Attendance of all employees shall be kept using Bio-metric Attendance System (BAS) and all employees are required to record their attendance, when reporting for the duty. Employees found indulging in any malpractices or irregularities will be violating the code of conduct and disciplinary action will be taken against such employees.
- b. Punctuality in attendance should be ensured by all Reporting Managers of their employees and in normal cases late coming is not allowed. However, in personal exigencies of employees such late reporting may be permitted with the prior approval of the respective Reporting Manager of the employee.
- c. An employee reporting late by 15 minutes or more, three times or more a month, and without the prior approval of the Reporting Manager, will stand to lose half a day leave for every such late reporting.
- d. Employees on official tour/official work and not reporting to office as per the Work Hours stated above, should advise the HR Department with approval from their respective Reporting Managers for regularisation of their absence. Based on such advice, the HR Department shall carry out necessary changes/correction to the attendance record of the employee/s while processing the pay-roll for the month.

## **5.4 Visiting Cards and Office Equipment**

All employees will be issued visiting cards as per their requirement in the name and style approved by the HR Department. Employees should send their indent/s to HR Department with approval from their Reporting Manager.

All employees will be given necessary office equipment like laptop/desktop computer, calculator/s etc., which should be maintained with diligence and care and returned to the HR Department on the exit of the employees.

### **5.5 Change of Employees' Personal Data in the Company's HR Database**

Employees may change their personal data given to the Company at the time of their induction into the Company. The change will be subject to submission of necessary proof as required by the HR Department to validate the change and scrutiny and approval by HR Department.

- a. The concerned employee will inform the HR Department of any changes in the personal information (like change in address, bank details etc.) through an internal memo / e-mail or by filling out appropriate forms meant for the purpose and submit necessary documents as proof for carrying out the changes.
- b. Changes to statutory benefits like PF, Gratuity etc will have to be carried through appropriate forms as prescribed by that Statutory Authority.

### **5.6 Data Security and Communications**

The Company's data network shall be run in a secure manner, with reasonable controls taken to protect electronic data assets and information owned and/or managed by the Company and the transmission of data from or within the Company.

- a. All devices such as servers, laptops, desktops, printers, mobiles, fax machines etc that are connected to the Company's network should have appropriate authorization from IT Department/Function of the Company. The IT Department/Function shall in conjunction with HR department ensure that all equipment and the network is properly authorized and secured. The IT department will be responsible for monitoring the Company's Networks and IT assets and information stored therein.

- b. The communication protocols shall be designed and approved by the IT department in conjunction with HR Department.
- c. The IT Department is responsible for all data wiring, equipment connections and assigning users to specific ports. Only IT department is permitted to make necessary changes as may found to be appropriate.
- d. The electronic communications system and any information stored on it is the property of the Company and is provided to facilitate business of the Company. It shall not be used for employees' personal business/activities. Further, it shall not be used for transmitting, retrieving, viewing, printing, or storing any communications of a discriminatory or harassing nature, or which are derogatory to any individual or group, or which are obscene or X-rated communications, or are of a defamatory or threatening nature, or for —chain letters, or for any other purpose that is illegal, against the Company's policy, or contrary to its interests. Any violation of the same will amount to a misconduct on the part of the employee.
- e. The Company reserves the right to monitor, access, or review electronic communications of all employees. The review of employee's computer files, voice mail, e-mail, facsimile messages, and electronic communications system usage to the extent necessary to obtain business-related information and to ensure that the electronics communications system is being used in compliance with the Company policy and applicable laws. All such information may be used and disclosed to others, in accordance with business needs, at the Company's discretion.
- f. Employees shall not breach computer or network security measures deployed by the Company. In sourcing information/data from electronic networks/web sources, employees should respect all copyrights attached to such data/information and shall not expose the Company for any liabilities.
- g. Downloading of software and other utilities from web sources can only be done with specific approval of the IT department.
- h. Any violation to the information security policy or misuse of any electronic communication systems will be considered as a misconduct on part of the employee
- i. Employees shall not interact with Media and/or other external stakeholders. CEO is the only authorized person for any interaction with external stakeholders including Media. CEO may authorize any of the employee/s for this purpose, in which case such person/s will interact with external stakeholders as and when required.



## **6 TRAVEL & CONVEYANCE**

### **6.1 Local Travel**

Employees of the Company will be reimbursed conveyance expenses incurred for business purposes of the Company on actual basis. Reimbursements will be done fortnightly based on employee claims, authorized by their Reporting Manager. Actual receipts wherever applicable shall be attached to the claims.

### **6.2 Outstation Domestic Travel**

#### **6.2.1 Travel Planning**

Travel on official work outside the headquarters of work, shall be planned well in advance for its efficiency and reducing the duration of travel to the minimum. Travel of all employees should be approved by the Head of the Department and in case of Departmental Heads, by the CEO. For travel by CEO, approval by one of the directors of the Board is required. In case of travel on emergencies, a verbal approval of the approving authority may be taken at the time of travel which should be regularized in the payroll cycle in which such travel is undertaken.

#### **6.2.2 Travel Booking**

All travel bookings such as Air/Train/Bus Tickets, hotels and taxis should be done through the Travel Desk attached to the HR Department to fully leverage the corporate rates and arrangements. A copy of the Travel approval should be sent to the Travel Desk for facilitating the travel booking. For the purpose the Company may have corporate arrangements directly with the Transporters or the Travel Agents as the case may be.

#### **6.2.3 Travel Advance**

Employees travelling for official business purposes may avail travel advance of up to Rs.10000/-. The travel advance should not normally exceed eligibility for hotel room, conveyance and meals and incidental expenses for the travel being undertaken. If the employee desires to avail travel advance, he/she should submit the Travel Advance request duly approved by the Reporting

Manager to HR Department. Travel advance will be credited to the Employee's account to avoid cash disbursements.

#### 6.2.4 Transport and Travel Eligibility

The eligibility and limits for mode of travel, hotels, conveyance and other expenditure for various grades is as follows:

Sl. No.	Categories	Entitlement for travel		
		Air	Rail	Road
1	Executives	Executive Class	A/C 1 <sup>st</sup> Class	Actual Taxi fare/ AC Deluxe Bus fare
2	Grade 'A'	Economy Class (Prior Permission of CEO)	2 <sup>nd</sup> A/C	Actual Taxi fare/ AC Deluxe Bus fare
3	Grade 'B'	Economy Class (Prior Permission of CEO)	2 <sup>nd</sup> A/C	Actual AC/Deluxe Bus/ Actual Auto/ Taxi Fare
4	Grade 'C'	-	3 <sup>rd</sup> A/c	Actual Deluxe Bus/ Auto/Non AC Taxi Fare
5	Grade 'D'	-	3 <sup>rd</sup> A/c / Sleeper	Actual Deluxe Bus/ Auto/Non AC Taxi Fare

Daily allowance will be admissible at the following rate for Outside Agra City:-

Sl. No.	Category	Accommodation charges subject to maximum of (Rs./Day)		Allowance for Food and incidentals (Rs./Day)	
		Capital Cities (C)	Other Cities (O)	C	O
1	Executives	Limited to One room in five star hotel	Limited to One room in five star hotel	Full as per actual plus Rs. 1,000/- as incidental charges	Full as per actual plus Rs. 1,000/- as incidental charges
2	Grade 'A'	Limited to rent of One room in a four star hotel	Limited to rent of One room in a four star hotel	1,800/-	1,800/-
3	Grade 'B'	Limited to rent of One room in a three star hotel	Limited to rent of One room in a three star hotel	1,200/-	1,200/-
4	Grade 'C'	1,500/-	1,200/-	800/-	800/-
5	Grade 'D'	1,200/-	1,000/-	500/-	500/-

Actual room rent paid to Govt. /Semi Govt./Organisation guest houses paid will be reimbursable, subject to maximum amount as above.

Daily allowance will be admissible at the following rate for Inside State:-

Sl. No.	Category	Accommodation Charges subject to max.of (Rs./Day)		Allowance for food & incidentals (Rs./Day)	
		C	O	C	O
1	Executive	As per actual limited to rent of One room in a five star hotel	As per actual limited to rent of One room in a five star hotel	Full as per actual	Full as per actual
2	Grade 'A'	Limited to rent of One room in a three star hotels	Limited to rent of One room in a three star hotels	1200/-	1000/-
3	Grade 'B'	1500/-	1500/-	800/-	600/-
4	Grade 'C'	1200/-	1000/-	500/-	400/-
5	Grade 'D'	1000/-	800/-	400/-	300/-

**Notes:**

- A. 'C' means State Capitals of the Country.
- B. 'O' means other places.
- C.. Actual accommodation charges limited to the amounts as shown in column (3) in case of Capital cities and in column (4) in case of other places for stay in any hotel or any other guest house will be reimbursed subject to production of receipts. The limits of accommodation charges may be relaxed in exceptional cases on merit with the approval of the CEO.
- D. For food and other incidental expenses, an employee will be paid as per column (5) and column (6) in case of stay at Capital cities and other places respectively.
- E. An employee who does not produce receipts of accommodation charge will be paid daily allowance at the rates indicated in column (5) and column (6) for stay at Capital cities and other places respectively.

**6.2.5 Non-Reimbursable Expenses**

Employees will not be eligible to claim the following expenses on any travel:

- a. Expenses incurred beyond the permissible limits on Hotel, Conveyance, Meals & Incidentals unless there is a specific approval from the Head of Department of the employee.
- b. Laundry or dry-cleaning expenses.

- c. Expenses on alcoholic beverages, magazines, health club, theatre and saloons.
- d. Entertainment expenses: The limit of entertainment expenses of CEO will be approved by the Board..
- e. In case employees stay in the Company provided guest houses with food arrangements in place/s of travel, then expenses on account of hotel room rent and meals and incidentals will not be reimbursed. Where food is not provided in the guest house/s, then expenses on account of Meals & Incidentals will be reimbursed.

#### **6.2.6 Self-Made Arrangements in case of Travel**

All employees are entitled to make their own boarding and lodging arrangements in the place/s visited by them. In all such cases, they will be reimbursed as per diem allowance as per the following limits in lieu of hotel room rent and meals and incidentals as per the table in 6.2.4.

#### **6.2.7 Travel Expenses Statement and Settlement of Advances**

All employees should submit their travel expense statement/s along with original vouchers/bills/receipts in respect of all expenses claimed, to the HR Department within 3 days of completion of the travel and return to headquarters. However, bills/receipts are not required if expenditure on a single transaction is less than Rs. 500/-. In case of travel by Air, boarding passes should be submitted along with travel claims to ensure the expenditure for air travel is properly settled to the Travel Desk/Travel Agent/Service Provider. In case of travel by train a photocopy of the train ticket should be submitted along with the travel claim. The travel claims will be verified by the HR Department and the expenditure reimbursed to employees within 15 days of the date of the claim. The claims after adjusting for advance if any will be credited to the bank account of the employee/s.

Travel Advances, if any, should be settled within the same pay-roll cycle in which travel is undertaken by following the above procedure. Travel advances

not settled within 15 days will be adjusted against the salary of the employee in the pay-roll cycle following the expiry of such time limit set. No fresh travel advance will be given during the period the earlier travel advance/s remain unsettled.

### **6.3 Foreign Travel**

All foreign travels approved by the Government will be governed by the State Government Rules, and in any other case the same will be approved by the Board.

#### **6.3.1 Other Rules**

- a. All employees, including CEO, would be provided economy class travel. The selection of airline and the route will be done by Travel Desk attached to HR Department and tickets will be booked as per the lowest quote available.
- b. Travel advance for the days of travel as per the entitlement above, will be paid to the employee by purchasing the US \$ from the authorised dealers.
- c. The Visa Charges will be borne by the Company.
- d. Airport Taxes, as applicable will be paid separately on production of proper documents.
- e. Travel Expenditure Statement should be submitted along with tour report within seven days of return to the HR Department through the Head of Department of the employee.
- f. Unspent travel advance received should be returned to the Company in foreign currency only.
- g. Travel to Nepal and Bhutan will not be treated as Foreign Travel and will be treated as Domestic Travel.

## **7 LEAVE**

All employees of the Company are eligible for (i) Casual Leave (ii) Earned Leave (iii) Sick Leave (iv) Leave Without Pay and women employees in addition are also eligible to avail Maternity Leave as provided herein. All leave is to be availed subject to the exigencies of work. The Company reserves the right, in this regard, to reject any application. When applying for leave, all employees are required to submit a leave application duly sanctioned by their reporting manager. The HR Department is empowered to automatically adjust leave in case no leave application is received within 3 days of the availing of the leave. Prior sanction of Leave is to be taken from the reporting manager. If the

Company requires an employee on leave to attend office for any reason, he/she will require the approval of the Department Head and HR Department will appropriately adjust such attendance total leave record of the employee.

#### **7.1 Casual Leave – applicable on regular employees, employees on contract**

- a. All employees including those on probation, are entitled to 12 days casual leave in a calendar year which is credited to his/her account on 1st January. For an employee joining employment during the year, casual leave is credited on pro-rata basis. Casual leave cannot be carried forward to the following year and shall lapse if not availed of during the calendar year.
- b. Casual leave cannot be granted for more than 2 days at a time in a calendar month.
- c. National Holidays or Paid Holidays, falling in between Casual Leave will not be counted as Casual Leave.
- d. Casual Leave may be suffixed or prefixed with any other type of leave.
- e. Casual Leave can be availed of for a minimum of half-a-day.
- f. Casual Leave cannot be encashed.
- g. Casual Leave need not be pre-approved. Leave Application by the employee duly approved by the Reporting Manager should be submitted to HR Department within 2 days of resumption of duty for up-dation of leave records by HR Department.

#### **7.2 Sick Leave - applicable on regular employees, employees on contract**

- a. An employee is entitled for 10 days Sick Leave in a calendar year. Sick Leave can be availed of without medical certificate up to two days. Beyond two days an employee needs to submit medical certificate issued by a Registered Medical Practitioner along with his sick leave application.

- b. An employee joining during the year, will be entitled to sick leave on pro-rata basis which can be availed only upon confirmation of his/her service.
- c. Sick leave can be availed of for a minimum period of two days and sick leave falling in between National Holidays or Paid Holidays will not be counted as Sick Leave.
- d. Sick leave can be accumulated upto a maximum of 120 days beyond which it lapses. It cannot be encashed.

### **7.3 Maternity Leave - applicable on regular employees, employees on contract**

A female employee who is not on probation is entitled to Maternity Leave with pay as per the Maternity Benefit (Amendment) Act, 2017.

## **8 RECRUITMENT AND SELECTION**

This policy is applicable to the recruitment of personnel for all positions except the CEO & ACEO. “The appointment of present employees shall be deemed valid appointment and for future appointment the following procedure will be followed.”

### **8.1 Manpower Planning**

The HR Department in consultation with all Departmental Heads of the Company will prepare Budget in accordance with the approved Manpower Plan and get it approved by the Board along with the financial budget for any respective year. The process of preparing entire budget shall begin in January-February every year for the requirements in the following fiscal year. The Manpower Plan shall be prepared by considering the following:

- a. The functions and projects of the Company and the expertise and experience required to implement such projects as committed in the Smart City Proposal (SCP) and as provided in the SCM guidelines of the Government of India

- b. The approved organisation chart, the sanctioned posts and the current vacancies in each grade/category.
- c. Present manpower in various categories along with their Cost to Company.
- d. Manpower required in various categories/grades required during the ensuing financial year keeping in view the vacancies, expected attrition and additional requirement to cater to Company's activities.
- e. An estimated manpower cost for the new recruits and an overall Manpower Budget for the Company.
- f. A recruitment calendar based on the needs of the department/s for new hires.

The approved Manpower Plan and Budget will form the basis for recruitment of manpower during the year. The approved plan and budget will be circulated to all Department Heads by the end of February/March. Based on the Manpower Plan and Budget the departments will process their respective manpower needs and recruitment. All recruitment activities will only be undertaken by the HR Department.

Any recruitment over and above the approved Budgeted Manpower will require prior approval of the Board. In all such cases, the approved manpower plan will be updated by the HR Department and communicated to all Departmental Heads.

## **8.2 Recruitment & Selection Policy & Process**

Point 11 of The Uttar Pradesh Government Order No. 3144/9-5-2016-230S16 dated 28.09.2016 mentions that for the functioning of SPV, Human Resources will be appointed in following manner:

- I. Deputation/ Secondment Basis**
- II. Outsourcing from market**
- III. Utilizing the services of Human Resource Firm selected by National Institute of Urban Affairs, as per the directions of Ministry of Housing and Urban Affairs**
- IV. In any other manner as may be approved by the Board of Directors of the Company**

Sourcing of candidates for filling an approved position may take place through any of the above-mentioned modes, as may be approved by CEO. The appointing authority for all the personnel except KMP/ one level



below KMP and those on Deputation/ Secondment basis will be CEO. If besides the posts approved as per the schedule, approved by the BOD; additional staff if required in future shall be appointed only after the CEO submits the proposal to the BOD and the proposal to create such additional posts is approved by the BOD, subject to the limitations and conditions imposed by the BOD.

**I. Deputation/ Secondment Basis**

As per Point 12(i) and 12(ii) of The Uttar Pradesh Government Order No. 3144/9-5-2016-230S16 dated 28.09.2016, the Municipal Commissioner of Agra will be Chief Executive Officer of the Company and Additional Municipal Commissioner of Agra will be Additional Chief Executive Officer of the Company. Apart from these two, if any further order from the Government in this regard is received, the appointment will be made on deputation basis.

**II. Outsourcing from market like giving advertisements in newspaper**

The employees may also be selected by outsourcing from market in various manners like giving advertisements in newspaper, availing the services of employees hired by any outer agency etc. Where necessary, the Company may advertise the positions through press advertisements in the newspapers with large circulation both locally and on all India basis. The HR Department will prepare the text of the advertisement and obtain the approval of Head of HR prior to release. The advertisement should normally contain details like (i) title, level, grade and number of positions, (ii) Department/function (iii) prescribed minimum qualification and experience of the position, (iv) special skills required if any (v) brief job description (vi) whom and when to apply (vii) particulars required from the candidates and (viii) any other relevant details. The date and newspapers where the advertisement should appear will be decided by the Head HR Department.

**III. Utilizing the services of Human Resource Firm selected by National Institute of Urban Affairs, as per the directions of Ministry of Housing and Urban Affairs**

Under the Smart City Mission, Ministry of Housing & Urban Affairs may ask National Institute of Urban Affairs to select suitable Human Resource Firms to offer services for recruitment of personnel for the Company.

**IV In any other manner as may be approved by the Board of Directors of the Company**

The Company may make the selections and appointments in any other mode as may be approved by the Board, apart from the above-mentioned modes of selection.

**The following shall be the** interview panel for the candidates as under mentioned:

Sl. No.	Post	Interview Panel
1	Chief Finance Officer/ Accountant/ Internal Auditor	1. Chief Executive Officer, Agra Smart City Limited 2. Chief Accounts Officer, Agra Nagar Nigam 3. Finance Controller, Agra University, Agra 4. Finance Controller, Agra Development Authority, Agra
2	Company Secretary	1. Chief Executive Officer, Agra Smart City Limited 2. Deputy Registrar Firms, Societies & Chits, Agra 3. Any member nominated by Agra Chapter of Institute of Company Secretaries of India 4. Legal Expert in Company Law matters from Agra University, Agra
3	General Manager (Projects)	1. Chief Executive Officer, Agra Smart City Limited 2. Chief Engineer, Agra Nagar Nigam, Agra 3. Chief Engineer, Public Works Department, Agra 4. Chief Engineer, Jal Nigam, Agra 5. Chief Town Planner, Agra Development Authority, Agra
2	Technical Specialist(IT & Smart Solution)/ Chief Data Officer/ Civil Engineer	1. Chief Executive Officer, Agra Smart City Limited 2. District Information & Science Officer, NIC, Agra 3. IT Specialist from Dayalbagh Engineering College, Agra 4. IT Specialist from Agra University
3	Steno/ Desktop Operator cum Office Assistant	1. Chief Executive Officer, Agra Smart City Limited 2. District Information & Science Officer, NIC, Agra 3. District Employment Officer, Agra 4. Principal of ITI College, Agra
5	Intern	1. Chief Executive Officer, Agra Smart City Limited 2. Chief Engineer, Agra Development Authority, Agra or any other nominated candidate 3. Chief Engineer, Public Works Department, Agra or any other nominated candidate 4. Specialist in Civil Engineering from Dayalbagh Engineering Institute, Agra

### **SELECTION PROCESS IN GENERAL**

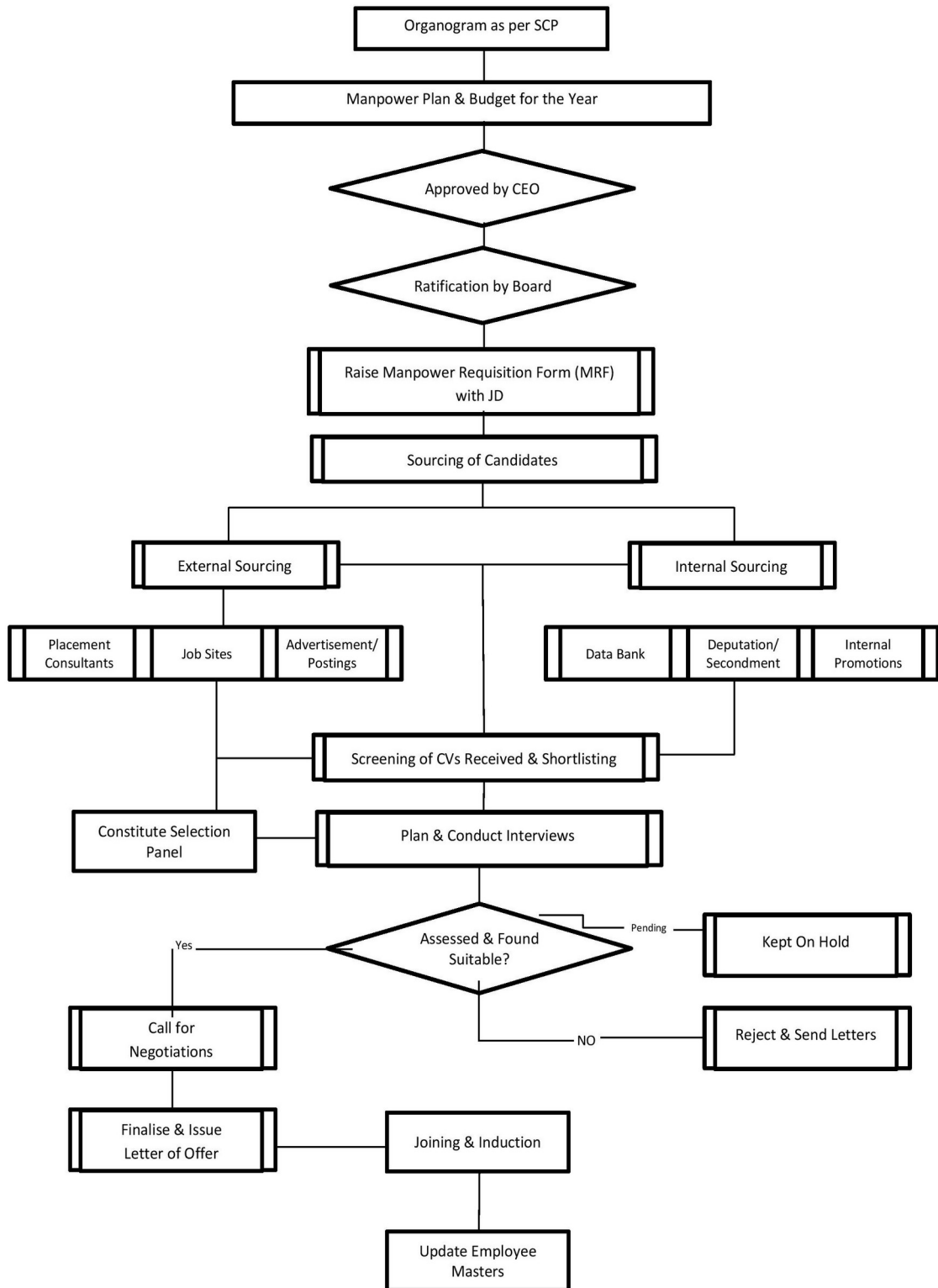
- I. The minimum age for recruitment of candidates in the Company will be 21 years.
- II. The CVs of the candidates shortlisted will be sent to the Head of the HR Department of the Company for further screening and conducting necessary interviews with the Company's Selection Panel.
- III. The Agency will assist the Company in conducting the interviews of the shortlisted candidates and carrying the background checks as may be required by the Company.

- IV. Prior to the interview, the HR Department will complete the pre-interview formalities such as getting the employment application form filled, verification of original documents and submission by candidate of copies of documents towards proof of age, address, qualification and experience, medical fitness (where required), current designation and salary etc.
- V. The shortlisted candidates will be called for an Interview with the Selection Committee/s of the Company.
- VI. The HR Department will facilitate the conduct of interviews by the Selection Panel/s at an appropriate date, time and venue.
- VII. Those called for interview will go through Interviews with the Selection Committee constituted for the purpose. The panel will assess the candidates, by giving markings based on merit and expected CTC. The list of shortlisted candidates on this basis will be provided to CEO for negotiation and finalization.
- VIII. The decision of the Company shall be final in selecting or rejecting the candidates.
- IX. Candidates failing in interview should be suitably intimated.
- X. The Head of HR will then make arrangements for issue of Letter of Offer/Employment Contract to the selected candidates.
- XI. On the date of the candidate's joining, the HR department shall communicate to the Placement Agency about the CTC offered to the candidate, based on which the Placement Agency should raise the invoice as per terms agreed with the Company.

### **Joining Formalities**

The HR Department will coordinate with the candidates with respect to completion of joining formalities which normally include the following:

- I. Obtaining the duplicate copy of the Letter of Appointment duly signed by the employee.
- II. Obtaining a joining letter from the candidate.
- III. Obtaining the bank details for the credit of salary and other claims.
- IV. Execution of the Employment Agreement between the employee and the Company.



## **9 SEPARATION**

An employee may be separated from his/her services with the Company due to any of the following reasons:

1. Resignation by the Employee
2. Termination by the Company
3. Separation due to Death
4. Superannuation on attaining retirement age

### **9.1 Resignation by the Employee**

- a. Employees may resign from their services with the Company at any time during their employment by sending a letter of resignation to the Head of HR Department through their respective Heads of Departments.
- b. In case the contract period of any employee, is about to expire and either the Company or the employee do not intend to extend the contract, 30 days notice will be given, so that suitable arrangements for new job/ replacement can be done respectively.
- c. If everything else is OK, the Company will confirm the resignation given by the employee.
- d. The employment of Employee except KMPs may be terminated either by the Company upon a thirty (30) days' prior notice or by the Employee upon the presentation of thirty (30) days' prior written notice to the other party. However, in case of KMPs the notice period in both the cases will be ninety (90) days, or until the appointment in the same position, if required, is done, whichever is earlier. This Agreement may be terminated at any time upon the mutual written agreement of the Company and Employee. Resignation cannot be tendered while on any type of leave. If the Company does not serves 30/90 days notice for termination, or if the employee does not serves 30/90 days notice for resignation, the amount equal to 30/90 days salary of the respective employee will be paid by the Company to the employee or by the employee to the Company, respectively, as the case may be.
- e. In case of resignation by senior management staff ,Prior to accepting the resignation, the CEO/ authorized person shall hold an exit interview with the concerned employee to understand the reasons for resignation and if

the employee can be persuaded to withdraw the resignation. When a resignation is accepted, the Head of HR Department shall issue a Resignation Acceptance Letter to the employee with copies to Payroll and Finance & Accounts Department for their necessary action.

- f. Where the employee is serving his/her notice period of 30/90 days, the salary of last 30 days shall not be included in the Pay-roll and should be settled separately along with final settlement dues.
- g. The HR Department should process a —No Dues Certificate for the employee concerned in conjunction with other departments and send the same to the Finance & Accounts Department for final settlement with a copy to the employee at least 7 days before the expected release of the employee from the services.
- h. On the date of release of the employee and prior to issue of any relieving letter, the HR Department should ensure that all handover formalities by the employee are completed, the assets of the company with the employee are returned to the IT department, the ID/access cards returned by the employee to the Company, the mail ids and other system access controls given to the employee are deactivated and then the final settlement dues cheque/s are handed over to the employee. The full and final settlement dues shall preferably be settled on the last date of the employment and in any case within 7 days from the date the employee was relieved.

## **9.2 Termination by the Employer**

- a. The employment of the Employee by the Company may be terminated after giving 7 days Show Cause Notice, upon the occurrence of any one of the following events:
  - i. Consistent breach of code of conduct and persistent failure to adhere to the Company's Rules and Regulations.
  - ii. Persistent and willful negligence in performing the duties and failure to correct upon necessary advice/warnings by the Company.
  - iii. Consistent poor performance as evidenced by the appraisal records and failure of the employee to correct and improve.
  - iv. When an employee is charged with any offence involving fraud, dishonesty or misappropriation of Company's funds/resources.
  - v. When an employee is found to be involved in any corrupt activities/practices while on duty and such corruption is proven by

an internal or external enquiry conducted/organized to be conducted by the Company.

- vi. Be proven guilty of any criminal offence.
  - vii. In the event of Employee being guilty of fraud, dishonesty, theft, sexual harassment, or any other act of misconduct in the performance of his/her duties on behalf of the Company;
  - viii. In the event of failure of Employee to perform any provision of the Employment Agreement;
  - ix. In the event of a permanent disability of Employee. For the purposes of this Agreement, “permanent disability” shall be defined as Employee’s inability due to physical or mental illness, or other cause, to perform the Employee’s usual duties for a period of three (3) months or more.
- b. If the employee does not responds in writing to the above-mentioned Show Cause Notice within 7 days, then this agreement may be terminated. The Employee will be paid in accordance with this agreement for work performed up to the time of termination of the engagement of the Employee and no more.
- c. As and when a decision is taken to terminate the services, the Head of HR Department shall issue a letter of termination which shall state the date of relief and formalities to be followed for full and final settlement of dues.
- i. The HR Department should process a —No Dues Certificatel for the employee concerned in conjunction with other departments and send the same to the Finance & Accounts Department for final settlement with a copy to the employee at least 7 days before the expected release of the employee from the services.
  - ii. On the date of release of the employee and prior to issue of any relieving letter, the HR Department should ensure that all handover formalities by the employee are completed, the assets of the company with the employee are returned to the IT department, the ID/access cards returned by the employee to the Company, the mail ids and other system access controls given to the employee are deactivated and then the final settlement dues cheque/s are handed over to the employee.

### **9.3 Separation due to Death**

Separation from the services of the Company can also occur due to untimely death of an employee while in service. In all such cases, the HR Department will process the No Dues Certificate and ensure the full and final settlement cheques are issued to the legal heir/s within 30 days from the date of death of the employee. The Company shall pay to Employee's estate the salary which would be otherwise payable to Employee through the end of the month in which Employee's death occurs. In the process the HR Department will also ensure to deactivate the access cards/passwords/mail ids of the deceased employee, The HR department shall also ensure that all company's assets with the employee at the time of his/her death are properly returned to the Company by the legal heir/s.

#### **9.4 Superannuation**

Employees will retire from the services of the company on attaining the age of superannuation as defined above, as per the date of birth recorded in the Company's records. The Company may however grant extension beyond the age of superannuation to an employee if it deems fit to do so. However, all such decisions should be referred to the Board of Directors and implemented as directed by the Board.

The Head of HR Department shall intimate to the retiring employee in writing at least three months in advance, about his/her impending retirement through the concerned Head of the Department. During this three-month period, the retiring employees are expected to complete all formalities of handover including obtaining a No Dues Certificate from the HR Department to enable the Company to settle their dues within 30 days from the date of retirement. The HR Department will ensure to appropriately notify the PF authorities for release of Provident Fund dues of the retiring employee after making necessary adjustments as may be required.

On the date of retirement, the HR Department should ensure that all handover formalities by the employee are completed, the assets of the company with the employee are returned to the IT department, the ID/access cards returned by the employee to the Company, the mail ids and other system access controls given to the employee are deactivated and the Finance & Accounts Department is suitably advised to settle the dues of the retiring employee.

#### **9.5 Calculation of Full & Final Settlement Dues**



The payment of final settlement dues will be subject to the employee completing all handover formalities, return of company assets, deactivation of all e mail ids/passwords/id cards and submission of a No Dues Certificate by the HR Department/Employee to the Finance & Accounts Department and Company issuing necessary letter relieving the employee. The Full & Final Settlement dues shall not be included in the regular pay-roll process and shall be processed separately by the Finance & Accounts Department.

Generally, the Full & Final Settlement Dues will comprise of the following:

- a. Outstanding Salary from the last pay date to the date the employee is relieved/deemed to be relieved. Salary for this purpose will mean Salary and Allowances as per the CTC of the employee.
- b. Encashment of Earned Leave due as per records of the Company
- c. Gratuity, if any
- d. Deductions on account of Income Tax, reimbursements / recoveries from the employee, if any.

The Full & Final Settlement payment shall be made by an Account Payee Cheque in favour of the separating employee.

## **10 GRIEVANCE REDRESSAL**

### **10.1 Objective & Scope**

The objective of the Grievance resolution procedure is to provide the employees of the Company with an easily accessible mechanism for settlement of their individual grievances and promote a fair and equitable mechanism to reduce discontent and dissatisfaction amongst employees at all levels. Grievance for this purpose can include matters related to leave, increment, allowances, bonus, non-extension of benefits under rules, interpretation of service rules, etc., of an individual nature. The following are some probable situations giving rise to individual grievances:

- (i) Salary Related like Wage fixation, wage computation, Bonus, etc. Employees feel they are getting less than what they ought to get. However, any matter related to the company's policy or terms and conditions of employment will not be covered under Grievances.

- (ii) Work environment related like poor working conditions, defective equipment and machinery, tools, materials, safety appliances, etc.
- (iii) Disposition of the superiors towards the employees. Perceived notions of favouritism, nepotism, bias, etc.
- (iv) Strained relations or incompatibility with peers. Feeling of neglect, seclusion or victimization, sexual harassment in any form, physical assault.
- (v) Rigid and unfair rules, too much or too less work responsibility, lack of recognition etc.
- (vi) Discharge, dismissal, suspension, fines, or any other form of punishment arising out of an act of misconduct.

## **10.2 Procedure to Handle Grievances**

- (i) Grievances should always be in writing reported to the competent authority of the Company for a quick redressal.
- (ii) In the first step, an aggrieved employee may take-up his grievance/s with his/her immediate superior (Reporting Manager). The concerned Reporting Manager shall give a personal hearing and enquire into the matter to resolve the grievance at his/her level.
- (iii) The Reporting Manager may take the help of HR Department in enquiring the details of the issue. The HR Department shall facilitate collection of information relating to the grievances reported. It shall also keep a record of the outcome of the enquiry and resolution to the disputes.
- (iv) If the aggrieved employee is not satisfied with the decision communicated to him at by the Reporting Manager or fails to get a reply, he may submit his grievance in writing to his Departmental Head with a copy to Head of HR Department
- (v) The Departmental Head and the Head of HR Department shall conduct an enquiry and reply to the aggrieved employee within seven days of the submission of the grievance.

- (vi) If the employee is not satisfied with the decision or fails to receive a reply from the Head of Department, he/she may present the grievance for consideration to CEO. The CEO shall refer the grievance to a Grievance Redressal Committee constituted with the following:
- a. CEO
  - b. Head/s of the Department
  - c. Head of HR Department
- (vii) The grievances committee shall hold a proper enquiry against such grievances, collect such information as may deemed necessary, take legal opinion/s if warranted, and then provide a redressal to the aggrieved employee. The decision taken by the committee will be final.
- (viii) The decision taken by the committee shall be communicated in writing to the aggrieved employee within 7 days of the committee meeting.

All complaints will be treated with utmost confidentiality and sensitivity. The Principles of Natural Justice would be followed during the process.

## **11 CODE OF CONDUCT**

### **11.1 Objective**

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 organisations/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.

### **11.2 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.

All employees are expected to:

- a. Comply with applicable laws, rules and regulations and promote honest and ethical conduct of the business. Their 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
- d. Comply with all applicable laws, rules and regulations
- e. Act in a manner to enhance and maintain the reputation of the Company
- f. 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.
- g. Not use confidential information acquired in the course of his/her 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.
- h. 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.
- i. 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.

- j. 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.
- k. Sexual harassment and harassment of any kind based on race, religion, caste, disability, marital status, pregnancy/ childbirth, or any other basis is completely prohibited.

### **11.3 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 Mission Smart 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.

### **11.4 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

#### **11.4.1 A conflict of interest occurs:**

- a. When an Employee takes action or has interests that may make it difficult to perform her / his work objectively and effectively.
- b. 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.
- c. 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.
- d. 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.

### **11.5 Gifts**

- a. 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.
- b. 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.
- c. 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.
- d. 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.

### **11.6 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

### **11.7 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.

### **11.8 Protection of Company's Assets and Funds**

The assets of the Company should be used only for its legitimate business purposes. It is the key responsibility of every employee to protect the Company's assets. Employees should exercise necessary diligence and ensure that the assets are not misused, misappropriated, loaned to others, or sold or donated or mortgaged, without appropriate authorization.

Every employee is personally responsible for all Company funds over which he/she exercises control. Company funds must be used only for business purposes.

### **11.9 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.

### **11.10 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.

### **11.11 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 :
  - a. 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.
  - b. 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.
  - c. 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 competent authority decides to continue the suspension, the employee shall be entitled to subsistence allowance from the date he is granted bail

## **11.12 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.

### **11.13 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.

### **11.14 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.

## **11.15 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 office 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,

## **11.16 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.

### **11.17 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.

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

### **11.18 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 thereunder.

#### **11.18.1 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.

#### **11.18.2 Complaint and Redressal Procedure**

Pursuant to Section 4 of the **THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013**, a Committee in the name of the “Internal Complaints Committee”(for prevention of sexual harassment at workplace) has been constituted by the Chief Executive Officer of the Company vide Office Order dated 21.03.2020.

Aggrieved employees can file a complaint on sexual harassment to any of the members of the Committee. 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 Committee 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 Committee 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 Committee will send an appropriate note to the Board of Directors who shall decide on the level of action/punishment required to be enforced. The Committee 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:

- (i) verbal or written warning
- (ii) adverse performance evaluation
- (iii) reduction in wages
- (iv) 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 Committee. The Committee 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.

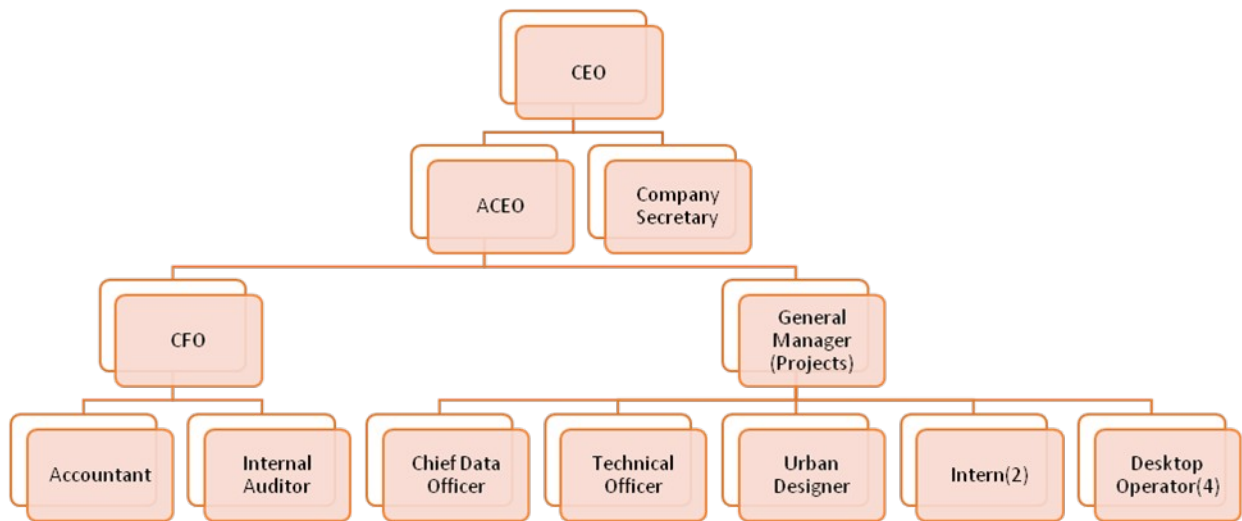
## 12 LIST OF POSITIONS

Sl. No.	Designation	Total Post	Required Qualification	Required Experience	
1	<b>Chief Executive Officer</b>		As per the GO 3144/9-5-2016-230S/16 dated 28 <sup>th</sup> September 2016 Municipal Commissioner of Agra Nagar Nigam will act as CEO of Agra Smart City Ltd (SPV)		
2	<b>Additional Chief Executive Officer</b>		As per the GO 3144/9-5-2016-230S/16 dated 28 <sup>th</sup> September 2016 , one of the Additional Municipal Commissioner of Agra Municipal Corporation will act as ACEO		
1	<b>Company Secretary</b>	01	As prescribed under Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014	05 Years professional Experience of dealing with legal and regulatory matters of the company and good knowledge of companies Act.	
2	<b>Chief Finance Officer</b>	01	Chartered Accountant Or MBA (Finance) from an Institute of repute like IIMs.	10 years of working experience in the Corporate sector finance/accounts with good knowledge of requirements under Companies Act 2013.	
3	<b>Technical Specialist (IT and smart solution)/ CDO</b>	01	Post Graduate in I.T.	05 Years' experience in IT sector with 02 years' experience in ICT application and smart solution projects	
4	<b>Urban Designer</b>	01	Urban Planner (Graduate in Planning/Urban Designing)	05 Years' experience in Urban Planning with 02 Years' experience in area based planning.	
5	<b>Intern</b>	02	Graduates in Planning/Architecture/ Engineering/ Economics/ Finance. (As per requirement of SPV)	Fresher with basic knowledge of working with computers.	
6	<b>General Manager (Projects)</b>	01	Bachelor in Civil Engineering or Master in Urban Planning	15 Years' Experience in Assistant Town Planning. Experience in implanting Large Infra Projects/Town Planning Projects	
7	<b>Technical Officer</b>	01	B.E./B.Tech/AMIE in Civil Engineering or Diploma in Civil Engg.	10 years' experience with B.E./ B.Tech/ AMIE in Infrastructure development related works or 15 years with Diploma	



				civil Engg. In the same field.	
8	<b>Accountant</b>	02	B.Com. including typing skill and computer knowledge.	05 years in account handling. Experience in accounting software's like Tally ERP.	
9	<b>Desktop Operator cum Office Assistant</b>	04	Graduation in any stream from recognized University.	Minimum two year experience with "CCC" level certification or equivalent and proficiency in Hindi and English Typing with typing speed of 25 words per minute in Hindi and 30 words per minute in English.	

### 13 ANNEXURE I: INDICATIVE ORGANOGRAM OF SPV



#### Categorisation of the posts:

For administrative and governance purposes different positions in the organisation is categorized as follows:

Categories	Role	Nomenclature
Executive	Policy making & Overall Organization's functions	Chairman, Nominee Directors and Independent/Women Directors, Chief Executive Officer, Additional Chief Executive Officer
Grade 'A'	Functional Specialists/Heads and Component In-charge	General Manager, Chief Finance Officer, , Company Secretary, Chief Data Officer

Grade 'B'	Personnel reporting to Functional Specialists/Heads and Component In-charge (Officers)	Technical Officer , Urban Designer
Grade 'C'	Personnel reporting to Functional Specialists/Heads and Component In-charge(Secretarial Staff)	Interns, Accountant, Computer Operator

#### 14 Annexure II: Key Managerial Personnel as per Companies Act, 2013

Definition of the key managerial personnel as per the Companies Act 2013 is as under:

- As per Section 2(18): Chief Executive Officer means an officer
- 1 **CEO** of a company, who has designated as such by it
  - 2 **CFO** As per Section 2(19): Chief Financial Officer means a person appointed as the Chief Financial Officer of a company
  - 3 **CS** As per Section 2(24): Company Secretary or secretary means a company secretary defined in clause (c) of sub-section (1) of section 2 of the Company Secretaries Act, 1980 who is appointed by a company to perform the functions of a company secretary under this act
  - 4 **Manager** As per Section 2(53):Manager means an individual who, subject to the superintendence, control and direction of the Board of Directors, has the management of the whole, or substantially the whole, of the affairs of a company, and includes a director or any other person occupying the position of a manager, by whatever name called, whether under a contract of service or not
  - 5 **MD** As per Section 2(54): Managing Director means a director who, by virtue of the articles of a company or an agreement with the company or a resolution passed in its general meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a director occupying the position of managing director, by whatever name called.
  - 6 **WTD** As per Section 2(94): Whole-time Director includes a Director in the whole-time employment of the company

As per the Companies Act, 2013, the following class of Companies shall have whole-time key managerial personnel:

- (i) Every listed company
- (ii) Every other public company having paid up share capital of Rs. 10 Crores or more

The above mentioned companies shall have the following whole-time key managerial personnel:

- (i) Managing Director, or Chief Executive Officer or manager and in their absence, a whole-time director
- (ii) Company Secretary
- (iii) Chief Financial Officer

If a company is having paid up share capital of Rs. 10 Crores or more, it shall have a whole time Company Secretary.

## **15 Annexure III: Job Responsibilities**

### **General Manager (Projects)**

1. Oversee daily operations of the Company.
2. Oversee and monitor all project execution on site and ensure quality of work.
3. Approval of payments.
4. Track and ensure timely progress of all projects.
5. Handle all correspondences.
6. Ensure the creation and implementation of a strategy designed to grow the business.
7. Coordinate the development of [key performance goals](#) for functions and direct reports.
8. Provide direct management of key functional managers and executives in the company
9. Ensure the development of tactical programs to pursue targeted goals and objectives.
10. Oversee key hiring and talent development programs.
11. Evaluate and decide upon key investments in equipment, infrastructure, and talent
12. Communicate strategy and results to the employees.
13. Report key results to corporate officers which includes Chief Executive Officer.
14. Engage with corporate officers in broader organizational strategic planning.
15. Assist in budget preparation and expense management activities.
16. Schedule regular team meetings to discuss about business updates, issues and recommendations.
17. Respond to employee concerns in timely manner.
18. Provide direction and guidance to employees in their assigned job duties.
19. Determine staffing requirements and ensure that office positions are filled promptly.
20. Liaisoning with other departments and committees and present the reports to the management
21. Keeping and monitoring of records
22. Oversee the work of Project Management Consultant(PMC) under the guidance of Chief Executive Officer

23. Ensuring that PMC delivers work satisfactorily to the Company
24. Keep track of work progress made by PMC
25. Ensuring that set standards are met in smart city projects relevant to the expertise of the officer
26. Any other office or field work as may be assigned by the management

**Company Secretary (Section 205 of the Companies Act, 2013 prescribes following roles and responsibilities of a Company Secretary):**

1. to report to the Board about compliance with the provisions of this Act, the rules made there under and other laws applicable to the company;
2. to ensure that the company complies with the applicable secretarial standards;
3. to provide to the directors of the company, collectively and individually, such guidance as they may require, with regard to their duties, responsibilities and powers;
4. to facilitate the convening of meetings and attend Board, committee and general meetings and maintain the minutes of these meetings;
5. to obtain approvals from the Board, general meeting, the government and such other authorities as required under the provisions of the Act;
6. to represent before various regulators, and other authorities under the Act in connection with discharge of various duties under the Act;
7. to assist the Board in the conduct of the affairs of the company;
8. to assist and advise the Board in ensuring good corporate governance and in complying with the corporate governance requirements and best practices;
9. to discharge such other duties as have been specified under the Act or Rules;
10. such other duties as may be assigned by the Board from time to time.

**Chief Finance Officer (CFO)**

1. Provide leadership, direction and management of the finance and accounting team;
2. Provide strategic recommendations to the CEO/president and members of the executive management team;
3. Manage the processes for financial forecasting and budgets, and overseeing the preparation of all financial reporting;
4. Advise on long-term business and financial planning and monitoring cash flow;
5. Reviewing all formal finance, HR and IT related procedures;
6. Oversee taxation issues of the Company;
7. Responsible for maintenance of books of accounts, preparation and filing of annual accounts, risk management, internal control etc.;
8. Signing audited financial statements of the Company;
9. Preparation of Revenue Model for the Company;
10. Maintenance of accounts and finance related records;
11. Any finance related work not mentioned above, which are being done in the Company;
12. Any other work as may be assigned by the management.

### **Urban Designer**

1. Ensuring that PMC delivers work satisfactorily to the Company
2. Keep track of work progress made by PMC
3. To offer expertise in the field of architecture and urban design to the Company
4. Assisting authorities in managing daily operations of the Company.
5. Providing guidance, as and when required, to employees in their assigned job duties.
6. Overseeing and managing hiring process of staff positions
7. Liasoning with other departments and committees
8. Keeping and monitoring of records
9. Managing heritage related affairs for Agra Nagar Nigam
10. Any other work as may be assigned by the management

### **Accountant**

1. Maintaining all accounts of ASCL
2. Processing payments
3. Regular administrative jobs
4. Preparation of Salary
5. Maintenance of Office Establishment and keeping record of staff
6. Maintenance of HR Files
7. Any other work as may be assigned by the management

### **Intern**

1. Oversee the work of Project Management Consultant(PMC) under the guidance of Chief Executive Officer & General Manager (Projects)
2. Ensuring that PMC delivers work satisfactorily to the Company
3. Keep track of work progress made by PMC
4. Ensuring that set standards are met in smart city projects relevant to the expertise of the officer
5. Any other office or field work as may be assigned by the management

### **Technical Specialist (IT) and CDO**

1. Ensuring smooth working of MSI-ICCC
2. All matters related to Torrent Power Limited
3. Daily update and report of all projects
4. Compilation and management of all ASCL documents and reports in soft and hard copy
5. Providing information reports as and when required for all departmental meetings
6. All IT related work
7. Updation of daily activities to media
8. Keeping and updating records of the company online on daily basis
9. Field and office work and other ICT related work
10. Any other work as may be assigned by the management

### **Desktop Operator**

1. Assisting GM and Nodal Officer with all required work
2. Typing of letters as per dictation
3. Maintenance of all file-work related to ASCL

4. Regular administrative jobs
5. Receipt and despatch
6. Any other work as may be assigned by the management

**Technical Officer (Civil Engineer)**

1. Oversee the work of Project Management Consultant(PMC)
2. Ensuring that PMC delivers work satisfactorily to the Company
3. Keep track of work progress made by PMC
4. Co-ordination with Committees formed for review of the work done by PMC
5. Co-ordination with Aligarh Muslim University and Dayalbagh Engineering College for Third Party Quality Assurance
6. Ensuring that all work done by PMC are as per specifications, standards and norms
7. Ensuring Quality Control
8. Review of the work of subordinates related to your work
9. Any other work as may be assigned by the management

**Environment Engineer**

1. Oversee the work of Project Management Consultant(PMC) under the guidance of Chief Executive Officer & General Manager (Projects)
2. Ensuring that PMC delivers work satisfactorily to the Company
3. Keep track of work progress made by PMC
4. Ensuring that set standards are met in smart city projects relevant to the expertise of the officer
5. Any other office or field work as may be assigned by the management

## **16. Draft Agreement for Appointment on Contract**

This **EMPLOYMENT AGREEMENT** (the “*Agreement*”) is dated as of ..... by and between **Agra Smart City Limited, a Company incorporated on 09.01.2017, under the Companies Act, 2013 having its Registered Office at Agra Smart City Building, Agra Nagar Nigam Campus, Near Sur Sadan, M.G. Road, Agra 282002** (hereinafter called the “*Company*”), through Mr. ...., **Chief Executive Officer of the Company**

AND

..... (hereinafter called the “*Employee*”).

The terms Employee and Company unless repugnant to the context shall mean and include their heirs, legal, representatives, successors, executors and administrators.

It is hereby agreed that the Company appoints ..... **as** .....under following terms and conditions:

1. **TERM OF EMPLOYMENT:** Subject to the provisions of Point 5 of this Agreement, Employee shall be employed by the Company for a period commencing on ..... and ending on ....., or upon completion of the works under ASCL, whichever comes earlier, on the terms and subject to the conditions set forth in this Agreement. In case of satisfactory performance by the employee, the Company may at its discretion extend the employment period of the employee.
2. **POSITION:**
  - a. During the Employment Term, Employee shall serve as the ..... In such position, Employee shall have such duties and authority as the Chief Executive Officer/ any other Authorised Officer/ Committee of the Company (the “*CEO*”) determines from time to time.
  - b. During the Employment Term, Employee will devote Employee’s full business time and best efforts to the performance of Employee’s duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Chief Executive Officer.
  - c. The Roles and Responsibilities of the Employee as annexed as “**ANNEXURE A**”.
3. **REPRESENTATIONS MADE BY EMPLOYEE:**

- a. The Employee shall at all times act in a manner which is loyal, industrious, and to the best of his/ her ability, experience, and talent, perform all duties that may be required of and from him/ her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of Company.
- b. The Employee understands and acknowledges that, in the course of performing and fulfilling his/ her duties of employment, he/ she shall have access to and be entrusted with information, that is purely confidential in nature, and the unauthorized exposure of which would be highly detrimental to the business of the Company.
- c. The Employee acknowledges and agrees to treat and maintain all Confidential Information and Trade Secret secure and shall not at any time, without the express written consent of the Company share, communicate, reveal, publish, reproduce, disclose, expose, divulge or allow sharing, communication, revealing, reproducing, disclosing, exposing or divulging of any information that is confidential or that constitutes a Trade Secret to any person, firm, corporation, or any other entity; or use or allow use of any such information, directly or indirectly for the gain of any nature or otherwise of any person, firm, corporation or any other entity. However, the Employee reserves right to disclose such information, which is not in conflict of business interest of the Company, in professional and educational journals, in work portfolios, further research etc subject to prior consent of the Chief Executive Officer of the Company.
- d. The Employee acknowledges and agrees not to claim and to forbid any person claiming under him/ her or acting under his/ her instructions from asserting any rights including industrial, intellectual, literary or commercial property rights on any information emanating from the Company.
- e. Upon termination of this Agreement or upon the termination of the employment with the Company, the Employee shall return all Confidential Information and Trade Secrets available with him/ her regardless of the form or media on which it is available.
- f. The Employee shall not share, disclose or use the Confidential Information and Trade Secret even after the expiry of the agreement or termination of the employment repugnant to contents herein.

**4. SALARY ETC.:**

- a. **Salary:** Payment will be lump sum of Rs. .... (Rupees ..... Only) per month for the period of engagement under this agreement, commencing on ..... and terminating on ..... However, the salary will be subject to enhancement on the decision of the Company during the period of engagement. Payment will be made in monthly arrears. The final payment due under this agreement will not be made until the Company is satisfied that all reports required to be submitted by the Employee have been lodged with the Company.



- b. **Re-imbusement:** Employee shall be entitled to reimbursement from the Company for reasonable expenses necessarily incurred by Employee in the performance of Employee's duties under this Agreement, upon presentation of vouchers indicating in detail the amount and business purpose of each such expense.

## **5. TERMINATION:**

**Termination by Prior Notice.** The employment of Employee by the Company may be terminated either by the Company upon a thirty (30) days/ ninety (90) days prior notice or by the Employee upon the presentation of thirty (30) days/ ninety (90) days prior written notice to the other party. This Agreement may be terminated at any time upon the mutual written agreement of the Company and Employee. Resignation cannot be tendered while on any type of leave. If the Company does not serves 30/90 days notice for termination, or if the employee does not serves 30/90 days notice for resignation, the amount equal to 30/90 days salary of the respective employee will be paid by the Company to the employee or by the employee to the Company, respectively, as the case may be.

**Termination in Exceptional Cases on 7 days Show Cause Notice:** The employment of the Employee by the Company may be terminated after giving 7 days Shown Cause Notice, upon the occurrence of any one of the following events:

- Consistent breach of code of conduct and persistent failure to adhere to the Company's Rules and Regulations.
- Persistent and willful negligence in performing the duties and failure to correct upon necessary advice/warnings by the Company.
- Consistent poor performance as evidenced by the appraisal records and failure of the employee to correct and improve.
- When an employee is charged with any offence involving fraud, dishonesty or misappropriation of Company's funds/resources.
- When an employee is found to be involved in any corrupt activities/practices while on duty and such corruption is proven by an internal or external enquiry conducted/organized to be conducted by the Company.
- Be proven guilty of any criminal offence.
- In the event of Employee being guilty of fraud, dishonesty, theft, sexual harassment, or any other act of misconduct in the performance of his/her duties on behalf of the Company;
- In the event of failure of Employee to perform any provision of this Agreement;
- In the event of a permanent disability of Employee. For the purposes of this Agreement, "permanent disability" shall be defined as Employee's

inability due to physical or mental illness, or other cause, to perform the Employee's usual duties for a period of three (3) months or more.

If the employee does not respond in writing to the above-mentioned Show Cause Notice within 7 days, then this agreement may be terminated. The Employee will be paid in accordance with this agreement for work performed up to the time of termination of the engagement of the Employee and no more.

**Death.** In the event Employee dies during the term of this Agreement, this Agreement shall terminate, and the Company shall pay to Employee's estate the salary which would be otherwise payable to Employee through the end of the month in which Employee's death occurs.

**6. RESTRICTIONS:**

Except as the Company may specifically agree in writing:

- a. The Employee will not become involved in any political or sectarian organizations;
- b. The Employee shall not participate in any radio, television or like programme, or contribute to any newspaper journalistic articles or group discussions as a representative of the Company, unless called to do so;
- c. The Employee shall not make any commitments that may be construed as being on behalf of the Company;
- d. The Employee shall at all times comply with the civil and criminal laws and regulations of the Country, State or place to which he/ she may be domiciled or through which he/ she may travel during the term of this agreement.

**7. LEAVE AND COMPANY HOLIDAYS:**

- a. **Leave.** The Employee will be entitled to the Gazatted holidays at the Company, and leaves according to the HR Policy approved by the Board.

**8. CONSIDERATION:** The Employee shall render his/ her services diligently and with due care for the benefit of the Company in lieu of the remuneration as agreed between the Company and the Employee.

**9. ASSIGNMENT:** The Employee shall not be entitled to assign the benefits or rights under this agreement or to give such benefits or rights on the license basis to any other Party.

**10. SEVERABILITY:** The parties agree that each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any

other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

**11. NOTICES:**

- a. Any communication/notice/ letters or document(s) sent by one Party to the other Party (“Notices”) shall be in English/ Hindi and delivered at the address stated herein or at such other address notified in writing to the other Party. Notices may be sent by mail, personal delivery and, where sent by e-mail, fax or any other recognized mode (whether electronic, digital or optic), it must be backed with Registered A/D communication/courier receipt for valid service.
- b. Notices shall be deemed to have been delivered:
  - When sent by registered mail – fifteen (15) days from the date of dispatch;
  - When personally delivered - on delivery of the same at the address of the Party; and
  - When sent by fax/ e-mail upon receipt of confirmation.
- c. Any change in the address shall be duly notified in writing to the other Party within fifteen (15) days of such change.
- d. The addresses for communication shall be as stated above.

**12. VARIATION:** Except as expressly provided for in this Agreement, no variation or amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of each Party subject to the prior approval of the Company.

**13. FORCE MAJEURE:** Neither Party shall be liable by reason of failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by force majeure, acts of God, war, any medical emergency or any other cause beyond its control and without its fault or negligence and such Party has given written notice of the same to the other detailing the cause for such non-compliance.

**14. JURISDICTION:** Any dispute arising between the parties under this agreement shall be exclusively governed in accordance to the laws of India in the courts of Agra only.

**15. ARBITRATION:** In the event of any dispute between the parties arising out of or in relation to this agreement, the same shall be referred to arbitration by an arbitrator appointed by the Company and the arbitration will be governed by laws of Arbitration of India at the time being in force. The place of Arbitration will be within the Jurisdiction of Agra.

**16. APPLICABLE LAW:** The laws of India shall exclusively govern this Agreement. In the event of any dispute in relation to the breach of the above covenants, the matter shall be referred to the Arbitrator as described in previous sub-clause, whose decision shall be final and binding.

**IN WITNESS WHEREOF,** the parties have executed this Employment Agreement as of the above mentioned.

**COMPANY:**

**EMPLOYEE:**

**For Agra Smart City Limited**

.....

.....  
**Chief Executive Officer**

**WITNESSES:**

# 17.

This **INDEMNITY BOND** (the "*Bond*") is dated as of ..... by ..... (**hereinafter called the "Employee"**).

## IN FAVOUR OF

**Agra Smart City Limited**, a Company incorporated on 09.01.2017, under the Companies Act, 2013 having its Registered Office at Agra Smart City Building, Agra Nagar Nigam Campus, Near Sur Sadan, M.G. Road, Agra 282002 (**hereinafter called the "Company"**), through ....., Chief Executive Officer of the Company.

The terms Employee and Company unless repugnant to the context shall mean and include their heirs, legal, representatives, successors, executors and administrators.

**WHEREAS** the Employee has been selected for appointment as ..... of the Company.

**WHEREAS** an Employment Agreement dated ..... containing the terms and conditions of appointment has already been executed between the Company and the Employee.

**WHEREAS** Point 5(a) of the Employment agreement mentions that If the employee leaves the Company without giving (30) days' prior notice or before the expiry of (30) days' notice served, he/she shall indemnify the Company for any loss which may be caused to the Company.

**NOW THIS INDENTURE IS WITNESSED** as under:

1. In compliance of the aforesaid terms & conditions in the Employment Agreement, subject to which the Company has agreed to give appointment to the Employee, the Employee hereby undertakes to serve the Company for the period mentioned in the Employment Agreement, and may leave the Company as per the terms and conditions Point 5 of the Employment Agreement.
2. In case of the breach of the above condition or any loss and damage is caused to the Company by any act/ omission or otherwise of the Employee, the Employee shall indemnify the Company for any loss or damages caused to the Company, in the manner as may be required by the Company.

**IN WITNESS WHEREOF**, the Employee put his/her signatures, in presence of the following witnesses:

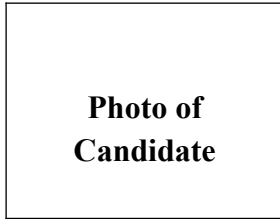
### EMPLOYEE:

.....  
.....  
.....

### WITNESSES:

.....  
.....  
.....

.....  
.....  
.....



# 18. Employment Application Form

## CANDIDATE DETAILS

**POSITION APPLIED:**

**LOCATION:**

<b>Title like Miss, Mr, Mrs</b>	
<b>Employee -First Name</b>	
<b>Employee -Middle Name</b>	
<b>Employee -Last Name</b>	
<b>DOB</b>	
<b>Marital Status</b>	
<b>Married Since</b>	
<b>No. of Children</b>	
<b>Mother Tongue</b>	
<b>Birth Place</b>	
<b>Religion</b>	
<b>Nationality</b>	
<b>PAN NO.</b>	
<b>Aadhar No.</b>	
<b>Personal e-mail id</b>	
<b>Permanent Address:</b> <b>Postal Code</b> <b>City</b> <b>District</b> <b>State</b> <b>Country</b> <b>Telephone No./Landline/Mobile.</b>	
<b>Present Address:</b> <b>Postal Code</b> <b>City</b> <b>District</b> <b>State</b> <b>Country</b> <b>Telephone No./Landline/Mobile.</b>	

<b>Emergency Contact</b>	
<b>Languages Known</b>	
<b>Education (Latest to come first): (Supporting certificates/ mark sheets to be provided)</b>	1. 2. 3. 4. 5. 6. 7.
<b>Current Designation</b>	
<b>Current CTC</b>	
<b>Professional References (Please provide two professional references, who known to you for more than a year but not relatives)</b>	1. <b>Name:</b> <b>Title:</b> <b>Organisation:</b> <b>Contact Address:</b> <b>Contact No:</b> <b>E-mail ID:</b> 2. <b>Name:</b> <b>Title:</b> <b>Organisation:</b> <b>Contact Address:</b> <b>Contact No:</b> <b>E-mail ID</b>
<b>Notice period at your present employer</b>	

**Name:**

**Signature:**

**Date:**