
Policy on Prevention of Sexual Harassment at Workplace

Version 3.0 / July 2025



**Record of Release:**

Version No.	Doc. ID	Created by	Reviewed by	Authorized by	Release Date	Remarks
2.0	4758	Serena Pereira	Namarata Verma	Dr. C. Jayakumar	1 st January 2025	Definition of workplace
3.0	4774	Serena Pereira	Ramkishore S	Dr. C. Jayakumar	1 st July 2025	Policy Name, Global coverage, Gender neutral

**1. Introduction**

L&T is committed to providing a safe, respectful, and inclusive workplace for all its employees, contractors, partners, and stakeholders. It is committed to respecting the dignity of every individual, regardless of gender, and to fostering a workplace free from sexual harassment at all global locations.

The right to protection from sexual harassment and the right to work with dignity are recognized as universal human rights by International Conventions such as the Convention on the Elimination of all Forms of Discrimination against Women, which the Government of India has ratified. The Government of India enacted the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (hereinafter referred to as "the Act") and the appropriate government have framed Rules thereunder, inter alia, the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013(hereinafter referred to as "the Rules").

This Policy has been established to define L&T's global approach to the prevention, prohibition, and redressal of sexual harassment at the workplace. This Policy is aligned to the Act, the Rules and is intended to meet global standards for workplace and ensure dignity and safety for all our Employees and to reinforce our commitment to prevent all forms of Sexual Harassment at the workplace.

2. Objective

L&T is committed to treating every Employee with dignity and respect. To reinforce L&T's commitment to foster and create a workplace which is safe and free from any act of Sexual Harassment, the Policy encompasses the following objectives:

- 2.1. To define Sexual Harassment.
- 2.2. To lay down the guidelines for reporting acts of Sexual Harassment at the workplace; and
- 2.3. To provide the procedure for redressal of complaints of Sexual Harassment.

3. Effective Date

This Policy is already in effect and the amendments to this Policy shall come into effect prospectively from July 1, 2025.

4. Applicability

- 4.1. This Policy applies to all establishments of L&T and its Affiliates including all employees of L&T globally, irrespective of their level, rank, or designation, across all departments, functions, and operations whether they work part-time or full-time, consultants, contract staff, sub-contractors, clients, visitors, suppliers, customer's employees, vendor's employees and any other "individual" concerning any work-related activity.
- 4.2. This Policy extends to all instances of sexual harassment at the Workplace, alleged by a person of any gender, within the Company's premises as well as all the Company-sponsored or work-related activities held outside the Company premises e.g., Project sites. It further extends to instances where Employees are in transit, in any mode of transportation, and in any other setting (including digital or virtual settings) that relates to work.
- 4.3. Where Sexual Harassment occurs as a result of an act of commission or omission by any Third Party, L&T will take all steps necessary and reasonable to assist the affected person/victim.



- 4.4. Unlisted subsidiaries and joint ventures shall adopt this Policy and ensure compliance with the law. The listed companies under the L&T group shall adopt their own POSH policies in accordance with SEBI and applicable local regulatory requirements.
- 4.1. In case of any conflict between any provision of this Policy and the applicable law or the Company's locally established policies, the applicable law or the Company's locally established policies shall supersede this Policy to the extent of such conflict.
- 4.2. In countries where no specific legislations exist, this policy can serve as a minimum standard for L&T operations.

5. Guiding Principles

- 5.1. Zero Tolerance: Sexual Harassment in any form will not be tolerated.
- 5.2. Confidentiality: All complaints and investigations will be handled discreetly.
- 5.3. Fairness: Both the Complainant and the Respondent will be given a fair chance to present their case.
- 5.4. Non-Retaliation: Protection for individuals who report or participate in an investigation, against any form of retaliation.

6. Definitions

- 6.1. **"Audio/Video Cloning"** means the process of using artificial intelligence (AI) to generate a digital duplicate of a person's unique voice characteristics, including speech patterns, accents, intonations, and even breathing nuances, which is achieved by training an algorithm on a short sample of the individual's speech, after which the model can synthesize new speech that closely mimics the original voice. Video cloning, often part of deepfakes, involves creating highly realistic synthetic videos that replicate a person's appearance and movements.
- 6.2. **"Affiliates"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, for the purpose of this definition "control" means the ownership of more than fifty percent (50%) of the voting shares or equity interests, or the ability to direct the entity's management or policies, including subsidiaries, and group companies.
- 6.3. **"Aggrieved Person" or "Complainant"** means;
 - 6.3.1. in relation to a workplace, any individual, of any age, whether employed or not, who alleges to have been subjected to any act of Sexual Harassment by the Respondent.
- 6.4. **"Internal Complaints Committee(s) (ICC)"** means committee(s) formed by L&T for redressal of complaints of Sexual Harassment in accordance with the procedure laid down in this Policy. Respective appropriate committees will be formed as per the law of the land in which country they operate.
- 6.5. **"Complaint"** means any complaint (written or oral form) of Sexual Harassment (as defined in point 6.13) made by any individual against any other employee of L&T or any Third-Party having business dealings with L&T.
- 6.6. **"Cyberbullying"** means an aggressive, intentional act carried out by an individual or group using electronic means (such as the internet, cell phones, or other digital devices) repeatedly and over time against a victim who finds it difficult to defend themselves; it includes behaviours like harassment, cyberstalking, spreading rumours, impersonation, exclusion, doxing, and posting false or defamatory material online with an intent to harm, embarrass, or intimidate the victim/Aggrieved Person, and the effects can be amplified due to the ease of sharing and the persistent nature of online content.



- 6.7. **"Deepfakes"** means the synthetic media-usually video or audio-created by AI models to convincingly mimic real people's faces, voices, or actions, which are generated using deep learning frameworks, such as Generative Adversarial Networks (GANs), which iteratively improve the realism of the fake media until it is difficult to distinguish from authentic footage; which can be used for creative purposes but also pose significant risks for identity theft, misinformation, and impersonation and harassment.
- 6.8. **"Employee"** means a person employed by L&T or its Affiliates for any work on a regular, temporary, ad hoc, or daily wage basis, either directly or by or through an agent, including a contractor, with or without the knowledge of the principal Employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are expressed or implied and includes, a co-worker, a contract worker, probationer, trainee, apprentice or by any other name called. Explanation: The aforesaid definition of 'Employee' shall be used only for the purposes of the Policy and cannot be used to claim the rights of an employee conferred by any law for the time being in force.
- 6.9. **"Employer"** means;
- 6.9.1. In relation to any department, organization, undertaking, establishment, enterprise, institution, office, branch or unit, the head of that department, organization, undertaking, establishment, enterprise, institution, office, branch, or unit.
- 6.9.2. In any workplace not covered under (6.9.1) above, any person responsible for the management, supervision, or control of the workplace. Explanation: For the purposes of this definition, "management" includes the person or board, or committee responsible for the formulation and administration of policies for such an organization.
- 6.10. **"L&T"** means Larsen & Toubro Limited, an existing company under the Companies Act, 2013, having its registered office at L&T House, Ballard Estate, N.M. Marg, Mumbai 400 001, Maharashtra, India. This is in the context of definitions mentioned hereinabove.
- 6.11. **"Policy"** means this policy for the Prevention of Sexual Harassment and Protection of Individual rights at Workplace, including any order in relation to this Policy.
- 6.12. **"Respondent"** means a person against whom the Aggrieved Person/ Complainant has made a Complaint of Sexual Harassment.
- 6.13. **"Sexual Harassment"** means and includes any one or more of the following unwelcome acts or behaviour (whether directly or by implication), namely: -
- 6.13.1. physical contact and advances; or
- 6.13.2. a demand or request for sexual favors; or
- 6.13.3. making sexually colored remarks; or
- 6.13.4. showing pornography; or
- 6.13.5. any other unwelcome physical, verbal, or non-verbal conduct of a sexual nature; or
- 6.13.6. sending through electronic means (email, text, SMS, MMS, or using applications or social media platforms, including but not limited to Facebook, LinkedIn, WhatsApp, Telegram etc.) any obscene or derogatory message.
- 6.13.7. Creating or transmitting sexually explicit content involving technology related misconduct such as deepfakes, cyberbullying, cyberstalking, or misuse of AI tools.



- 6.14. **"Circumstances of Sexual Harassment"** means the following circumstances, among other circumstances, if it occurs or is present in relation to sexual harassment or is connected with any act or behaviour that may amount to sexual harassment: -
- 6.14.1. implied or explicit promise of preferential treatment in employment; or
 - 6.14.2. implied or explicit threat of detrimental treatment in employment; or
 - 6.14.3. implied or explicit threat about the present or future employment status; or
 - 6.14.4. interference with the work or creating an intimidating or offensive, or hostile work environment for the Complainant; or
 - 6.14.5. humiliating treatment likely to affect the health or safety of the Complainant.
- 6.15. **"Third Party"** means and includes any person who is not an employee of L&T but interacts with the employees, such as consultants, retainers, customers, vendors, suppliers, contract workers, trainees, or any outside visitor within or outside L&T.
- 6.16. **"Workplace"** means and includes –
- 6.16.1. any private sector organization or a private venture, undertaking, enterprise, institution, establishment, society, trust, non-governmental organization, unit, or service provider carrying on commercial, professional, vocational, educational, sports, entertainment, industrial, health services or financial activities including production, supply, sale, distribution, or service.
 - 6.16.2. any office or actual place of work including any department, organization, undertaking, establishment, enterprise, institution, branch, or unit and site which are owned, controlled, or financed directly or indirectly by funds provided by L&T.
 - 6.16.3. any place visited by any Employee of L&T in connection with or during the course of employment, including any mode of transport provided by L&T for travel, transit house, holiday homes, training centers, or medical centers.
 - 6.16.4. any place for any event in connection with work, including places where an employee is present for work-related activities, such as meetings, training, conferences, or social events sponsored by L&T
 - 6.16.5. any virtual platform for work, including emails, video calls, virtual meeting platforms or messaging apps.

7. Structure of Committees

- 7.1 To redress any Complaint of Sexual Harassment at Workplace; to ensure implementation of this Policy; two Apex Committees have been constituted.
- 7.1.1 One Apex Committee covers all the employees in all units of L&T Construction Group, globally.
 - 7.1.2 The second Apex Committee covers all the employees in all units of L&T non-construction Group globally.
- 7.2 The Apex Committees will constitute the Internal Complaints Committees across administrative units under their jurisdiction.

8 Composition of Committees

- 8.1 The Employer of a workplace shall, by an order in writing, constitute a Committee to be known as the Internal Complaints Committee **"ICC"**.



- 8.2 The ICC shall consist of the following members nominated by the Employer, namely:
- 8.2.1 The Presiding officer, who shall be a woman employed at a senior level at the workplace from amongst the employees.
 - 8.2.1.1 Provided that in case a senior-level woman employee is not available, the Presiding Officer shall be nominated from other offices or administrative units of the workplace.
 - 8.2.1.2 Provided further that in case the other offices or administrative units of the workplace do not have a senior-level woman employee, the Presiding Officer shall be nominated from any other workplace of the same Employer or other department or organization.
 - 8.2.2 Not less than two Members from amongst employees, preferably committed to the cause of women or who have had experience in social work or have legal knowledge.
 - 8.2.3 One member from amongst non-governmental organizations or associations committed to the cause of women or a person familiar with the issues relating to sexual harassment.
 - 8.2.3.1 Provided that at least one-half of the total Members so nominated shall be women.
 - 8.2.3.2 The Presiding Officer and every Member of the ICC shall hold office for such period, not exceeding three years, from the date of their nomination as may be specified by the Employer.
 - 8.2.4 The Member appointed from amongst the non-governmental organizations or associations shall be paid such fees or allowances for holding the proceedings of the ICC by the Employer as may be prescribed.
 - 8.2.5 As mentioned hereinabove, the ICC shall consist of a minimum of four members. While conducting the inquiry, it is mandatory that a minimum of three Members of the ICC (including the Presiding Officer or Chairperson) must be present. The Inquiry Committee shall preferably have one (1) external member from the ICC.
 - 8.2.6 The location-specific ICC shall also cover all establishments, including unlisted subsidiaries and joint venture Companies where the strength of female employees is less than or minimum.

9 Procedure

- 9.1 An Aggrieved Person may make, in writing, a Complaint of Sexual Harassment as per Annexure I: Template for Reporting Sexual Harassment to the ICC within a period of three months from the date of incident(s), and in case of a series of incidents, within a period of three months or such period as stipulated under the Act from the date of last incident whichever is later.
- 9.2 Provided that where such Complaint cannot be made in writing, the Presiding Officer or any Member of the ICC shall render reasonable assistance to the Aggrieved Person for making the Complaint in writing.
- 9.3 Provided further that the ICC may, for the reasons to be recorded in writing, extend the time limit for a further period not exceeding three months or as provided for under the Act, if it is satisfied that the circumstances were such which prevented the Aggrieved Person from filing a Complaint within the said period.
- 9.4 Where the Aggrieved Person is unable to make a Complaint on account of their physical or mental incapacity or death or otherwise, the legal heir or such other person as may be prescribed under the Rules, or the Local Law of the land may make a Complaint.
- 9.5 The ICC, unless prohibited under the applicable laws, may, before initiating an inquiry and at the request of the Aggrieved Person, take steps to settle the matter between them and the Respondent



through conciliation, provided such conciliation is not ultra vires the local law of the land.

9.6 Provided that no monetary settlement shall be made as a basis of conciliation.

9.7 Keeping in mind the criticality of the responsibility that has been bestowed upon the Committees, it is necessary for them to operate within realistic and reasonable time frames for the resolution of Complaints, depending upon the magnitude of seriousness. In any case, the Committees should initiate action expeditiously on Complaints received. The Committee should complete the inquiry process within a period of three months (90 days).

9.8 The Committee, at the written request of the Aggrieved Person, may recommend to L&T to restrain the Respondent from reporting on the work performance of the Aggrieved Person or writing their confidential report and assign the same to another officer.

9.9 The redressal procedure should be as per the procedure prescribed under the applicable law and the rules framed thereunder of the country.

9.10 Post completion of the inquiry, the Committee shall provide full inquiry report containing the findings / conclusions / recommendations of the Committee and along with all the annexures of the Complaint to the Employer. A copy of the inquiry report shall be provided to the Aggrieved Person and the Respondent, respectively.

9.11 Confidentiality in terms of Clause 13 of this Policy should be strictly maintained at all times.

10 Duty of the Employer

10.1 Provide a safe working environment at the Workplace, which shall include safety from the persons coming into contact at the Workplace; Display at any conspicuous place in the Workplace, the penal consequences of Sexual Harassment; and the order constituting the ICC.

10.2 Organize workshops and awareness programs at regular intervals for sensitizing the employees with the provisions of the Act and orientation programs for the members of the ICC. The training for ICC Members to address the procedures of investigations, the skills necessary for enquiries and documenting the procedures.

10.3 Provide necessary facilities to the ICC for dealing with the Complaint and conducting an inquiry.

10.4 Assist in securing the attendance of the Respondent and witnesses before the ICC.

10.5 Make available such information to the ICC as it may require, having regard to the Complaint.

10.6 Provide assistance to the Aggrieved Person if the Aggrieved Person so chooses to file a complaint in relation to the offence under the Indian Penal Code or any other law for the time being in force.

10.7 In the event the Respondent is not an Employee, then provide necessary support and assistance to the Aggrieved Person to initiate action against the perpetrator.

10.8 Treat Sexual Harassment as misconduct under the service rules and initiate action for such misconduct, as the Employer may deem fit.

10.9 Monitor timely submission of reports by the ICC as per the provisions of the Act and the Rules.

10.10 To furnish required reports and to include necessary information in the annual report of the organization as per the Act and the Rules or any other applicable law in the given country.

11 Protection against False Complaints and Accusations

11.1 All Employees should note that any Complaint of Sexual Harassment should be factual and true. If after inquiry, the Committee comes to a conclusion that the Aggrieved Person or any other person making the Complaint on behalf of the Aggrieved Person, has maliciously made a false accusation (including producing forged or misleading documents) against the Respondent, the Aggrieved Person or any other person making the Complaint shall be liable for appropriate action, as the



Employer may deem fit in accordance with the rules of the Company.

- 11.2 A mere inability to substantiate a Complaint or provide adequate proof will not attract any action against the Complainant.

12 Disciplinary Action for Sexual Harassment

- 12.1 Any Employee found guilty of Sexual Harassment shall be liable to disciplinary action.
- 12.2 Based on the severity of the misconduct, the ICC shall recommend to the Employer, to take any action including a written apology, warning, reprimand, or censure, withholding of promotion, withholding of pay rise or increments, terminating the Respondent from service or undergoing a counseling session or carrying out community service.

13 Confidentiality

- 13.1 The Minutes of the Meeting of the Committees, the findings, recommendations, decisions of the Committees and any document or any verbal communication, names of the Aggrieved Person, witnesses, and the Respondent, shall be kept strictly confidential, and the members shall not divulge the details to any other employee within L&T or to any person outside L&T.
- 13.2 Also, to other employees involved in such discussions, the members should emphasize the necessity for maintaining confidentiality and the consequences of possible disciplinary action in case of transgression.

14 Implementation

- 14.1 For the purposes of the Act and Rule 13 (a) of the Rules, this Policy shall be treated as an internal policy formulated and disseminated by L&T and the provisions made herein shall be in addition to and not in derogation of the provisions of any law in force from time to time.

15 General Instructions

- 15.1 **Interpretation:** The power to interpret this Policy rests solely with the management and their decision on the interpretation of this Policy or any terms shall be final and binding. Any deviation from any term of this Policy shall be at management's discretion.
- 15.2 **Policy Changes:** This Policy or any of its terms are subject to modification, amendments, withdrawal, or alterations at management's discretion at all times, based on business or statutory requirements. Therefore, the management at all times reserves the right to update, alter, amend, cancel, and/or withdraw, without notice, any or all the terms/rules under the Policy.
- 15.3 **Supersession:** The above Policy is issued in supersession of all earlier policies on the subject.

sd

DR. C. JAYAKUMAR
EXECUTIVE VICE PRESIDENT & HEAD
CORPORATE HUMAN RESOURCES



Annexure I:**(Template for Reporting Sexual Harassment)**

To: The Committee for Prevention of Sexual Harassment at Workplace

Sexual Harassment Details:

Who is/are the person/s involved in this sexual harassment case? Please provide the name, designation, location, Business Unit, and relationship with you (e.g., supervisor, colleague etc.)

Critical Incidents and Factual Data:

1. Please describe the incident/s
2. List of supporting information/data that the Committee can seek from you while investigating the Complaint. E.g., exact date/s, place/s of incidents/s, witnesses, if any, text messages, pictures, emails etc.

Declaration: -

I declare that all the contents of this Complaint are true and correct to my knowledge. I further declare that no part of this Complaint is false or made with any mala fide intention. I am aware that submitting intentionally false statements/complaints will attract disciplinary action.

Date: _____

Location: _____

Name of Complainant: _____

Mobile Number: _____

Email ID (official): _____

Signature of the Complainant: _____