

## Annexure 1

### A) Preparation of Company Secretary Documents/Registers:

Sr. No.	Particulars	Filing Required (Y/N)	Statutory Requirement
1	Preparation of Agenda, Notice and draft Board resolutions for the Board meeting by the information provided by the company during the period of assignment as per the requirements of Companies Act 2013.	N	Minimum 4 Board Meetings with a gap not more than 120 days between 2 consecutive meetings – Section 173
2	Preparation of Minutes and Attendance Sheet of Board Meeting as per the requirements of Companies Act 2013.	N	(upto 5 board meeting a year)
3	Preparation of Disclosures u/s 184 of the Companies Act, 2013 for all directors of the Company.	N	Every year such disclosures need to be made in first Board meeting & wherever any change occurs
4	Preparation of Declaration u/s 164 of the Companies Act, 2013 for all directors of the Company.	N	Disqualification of Director
5	Preparation of Notice of Annual General Meeting	N	To be held once every year (Section 96)
6	Preparation of Board / Directors Report	Y	Board report shall such as specified under section 134
7	Preparation of Annual Return as per Section 92 of the Companies Act 2013	Y	To be prepared & filed once every year as specified under section 92
8	Preparation of documents such as Statutory Auditors Appointment Letter, Annual General Meeting Resolution for appointment/reappointment of Statutory Auditor	Y	To be prepared & filed once every year as specified under section 139
9	Preparation of documents for regularization of directors through Annual General Meeting, if any	Event Basis	Y
10	Compliance relation to Significant Beneficial Ownership, if any	Y	Intimation of Significant Beneficial Ownership, if applicable
11	Updating and Maintenance of the statutory registers once annually like – <ul style="list-style-type: none"> <li>Register of members</li> <li>Register of Directors</li> <li>Registers of Director's shareholding</li> <li>Register of Contracts</li> <li>Register of Charge etc.</li> </ul>	N	As required under various provisions of the Companies Act, 2013

### B) Submission with Ministry of Corporate Affairs - MCA (ROC)

Sr. No.	Particulars	Periodicity	Filing Required (Y/N)	Statutory Form
1.	Submission of outstanding Creditors who are MSME	Half Yearly (Oct to March)	Y	MSME-1
2.	Reconciliation of share capital	Half Yearly (Oct to March)	Y	PAS-6
3.	Submission Amount related to Deposits/ and Advances	Annual	Y	DPT-3
4.	Submission of DIR- KYC 3 of director -1	Annual	Y	DIR-3KYC
5.	Submission of DIR- KYC 3 of director -2	Annual	Y	DIR-3KYC
6.	Submission of DIR- KYC 3 of director -3, if any	Annual	Y	DIR-3KYC
7.	Compliance relating Re-appointment/appointment of Statutory Auditors	Every 5 years	Y	ADT-1
8.	Submission of Audited Financial Statements.	Annual	Y	AOC-4
9.	Submission of outstanding Creditors who are MSME	Half Yearly (April to Sep)	Y	MSME-1
10.	Reconciliation of share capital	Half Yearly (April to Sep)	Y	PAS-6
11.	Submission of Annual Return	Annual	Y	MGT-7
12.	Submission of for Significant Beneficial Ownership, if any	Annual	Y	BEN 2

- Any work apart from above will be considered as ad-hoc assignment and will charged as per mutual consent, following work can be considered as ad-hoc work:
  - Any pending compliances relating to previous financial years.
  - Any and all procedures related to passing a Special resolution at an Extra- Ordinary General Meeting and subsequently filing E-Form MGT-14.
  - Conducting/assisting in-person board meetings.
  - Changes in the capital structures, directors, shareholders, key managerial person, registered office, Auditors, etc.
  - Changes in address of directors, DSC Renewal, etc.
  - Change in Name of the Company, Objects of the Company, etc.
  - Creation / Modification / Satisfaction of Charge.
  - Compliances to be followed under RBI / FEMA i.e. Annual return on foreign Liabilities and assets (FLA Return), Annual Performance Report (APR), Single Master Form, FC-GPR, FC-TRS, Form ODI etc.
  - Any New Notification issued directing to file with MCA during the Financial Year.
  - Any matters related to NCLT proceedings including matters related IBC



## **Annexure 2: One Time Setup of Payroll & On Boarding Process**

Below mentioned standard templates as required under the different stages of recruitment & appointment of an employee in the organization are provided under the one-time payroll setup service:

1. On / Before Joining
  - a. Offer letter & Standard Terms and Conditions
  - b. Salary Structure is a Standard tax optimum breakup of the salary of an employee keeping in mind the taxation & labour laws in India. The same can be customized as per profile & designation of the candidate by you. Against each allowance in the salary structure, we provide the documents required to claim the same under the laws & the permissible deductions for the candidate under the law for it.
2. Onboarding
  - a. Joining form
  - b. Detailed Check list of KYC & other documents which should be maintained for every employee of the company is attached herewith.
  - c. Employee Data form & Investment Declaration form to compute the Income tax compliance (TDS on salary).
  - d. Appointment Letter for the new employee
3. Post Joining
  - a. Employee Master Data - To be maintained at the company's premises.
  - b. Monthly Salary Register - We shall share the Salary register with you which is to be maintained as per the statutory laws.
  - c. Compliance Check list – List of labour compliances applicable to the company depending on the number of employees & company location.

## **Annexure 3: Payroll Processing**

In.Corp shall offer below mentioned services based on input received from client:

- Monthly payroll processing
- Salary computation, including taxes, bonuses, and deductions.
- Management of bonuses, incentives, overtime and allowances.
- Deduction and remittance of statutory contributions (EPF, ESI, PT, TDS, LWF etc.).
- Payslip generation and distribution
- Full & final settlement formalities & processing

### **Exclusions**

Any work apart from above will be considered as ad-hoc assignment and will be charged separately subject to nature & complexity of transaction. Following work will be considered as ad-hoc assignment which includes and is not limited to :

- Employee training and development programs.
- Expatriate Tax Computations and Management.
- Handling work permits or visa sponsorships for expatriate employees.
- Collecting and verifying any employee documents.
- Any other ad-hoc data or documentation requirements related to ongoing employees
- Preparation of employee onboarding documentation such as offer letters, appointment letters, etc.
- Assistance with employee queries related to personal taxation, compliance, and documentation
- Advisory on amendments to statutory labour law compliance and related filing requirements
- Advisory on salary structure revisions in line with regulatory changes

**a) Employee Self-Service Portal**

- Setup employee details and credentials for HR-Tech Software Platform
- Online payslips and tax reports
- Leave and attendance integration
- Employee data management and updates

**b) Employee Payroll Helpdesk Support**

- Call / Email Helpdesk Service with 24H-48H response time
- Query resolution within 8-16 working hours for 90% cases
- Assistance with taxation and compliance-related employee queries

**c) Onboarding and Offboarding**

- Configuration of payroll and ESS Portal for new joiners
- Leave encashment computation

**d) Payroll Labor Law Advisory**

- Advisory on changes in compliance and filing requirements.
- Advisory on salary structures and changes in taxation regulations.
- Legal implications of violations, and changes in labor law regulations.



## TERMS & CONDITIONS

### FORMAL SERVICE AGREEMENTS

- Formal service agreements are to be mutually agreed and executed between In.Corp and the Company post the acceptance of this proposal letter by way of a written email.
- Additional fees will be charged for services rendered in connection with matters outside the scope of services outlined above and for services rendered where time costs exceed the fees quoted above.
- Our fees are based on current regulations and market practices. Should there be changes which impact our scope of services or effort involved, we will be pleased to discuss them with you to arrive at a mutually agreeable solution.

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### TERMINATION

- Either Party may terminate the above-mentioned services with one (1) month's prior written notice thereof. In the event that this engagement is terminated, we shall still be entitled to our fee and out-of-pocket expenses accrued up to the date of the end of service.

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### GOVERNING LAW

- This Letter shall be governed by and construed in accordance with the laws of India and the parties hereto submit to the exclusive jurisdiction of the Courts of India over any disputes, which may arise out of or in accordance with it.
- All disputes under this Engagement Letter shall be settled by arbitration. The Arbitration Proceedings shall be carried out within the framework of Indian Arbitration and Conciliation Act, 1996 at Mumbai.

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### USE OF FIRM'S NAME

- In connection with any literature of an advertising nature, our firm's name shall not be used or quoted without our prior written permission.

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### CONFIDENTIALITY OF INFORMATION

- We understand the confidential nature of the engagement and will hold in strict confidence all information obtained from you. We will not disclose such information to others or use such information except in connection with the performance of the services agreed in this letter.
- We may share information relating to the Entity, in respect of our relationship with it and to the services, including Confidential Information, privately and in confidence, with partners/ employees of the firm and partners/ employees of affiliates of the firm, consultant's experts and other parties (e.g. vendors who provide IT security, maintenance and storage services), in each case who are required to implement safeguards to protect confidentiality, in order to support the work as mentioned in scope, facilitate the administration of our engagement or support the maintenance of quality and standards in our work.
- This clause shall not prohibit our disclosure of Confidential Information where we are required by law or a competent regulatory authority to disclose or where we wish to disclose it to our professional indemnity insurers or advisers, in which event we may do so in confidence only.
- We may disclose in our external communication the fact that we have rendered services to the Entity by identifying the name of the Entity, reproducing the Entity's logo and/or indicating only the general nature of services rendered by us including such details as have properly entered the public domain.



## DATA

- We shall process or arrange for processing of personal data on the Entity's behalf for the purposes of delivering the services. For such purposes we shall have Management's authority to do so in accordance with this clause. When we do so, we shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, we shall process personal data only for the purposes contemplated by the Engagement Letter and we shall act on instructions of the Management only (given for such purposes) as required by law or the order of competent court or tribunal. We may also process or arrange for processing of personal data in order to support the maintenance of quality and standards in our work or to facilitate the administration of our engagement or to support our infrastructure. We shall answer reasonable enquiries of the Entity to enable it to monitor our compliance with this clause. In making personal data available to us, the Management confirms that it has complied with applicable laws. In this clause, personal data means any information relating to an individual. We shall not sub-contract our processing of personal data (unless to affiliates of the firm, consultant's experts, or other parties, as explained above, who are required to take equivalent measures when processing personal data) without Entity's prior written consent.
- Information about contacts we have at the Entity may be used by partners/ employees of the firm and partners/ employees of the affiliates of the firm to provide our services to the Entity, and to occasionally provide certain communication, which we believe may be of interest. Any person who does not wish to receive this information can at any time request that such communications cease by writing to us at the address mentioned in the Engagement Letter

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## EXCLUSIONS ON OUR LIABILITY

- We shall also not be liable for any loss incurred by the Entity on account of or arising out of any act of fraud, misrepresentation or default committed by the Entity, or any of its employees or representative.

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## MISC TERMS

- The Entity shall indemnify and hold harmless us from time to time and at all times hereafter, from and against (i) all loss, damage, harm or injury suffered or incurred by us and (ii) all notices, claims, demands, action, suits or proceedings given, made or initiated against us on account of or arising out of (a) any breach committed by the Entity in the performance of all or any of its obligations hereunder as also against all costs, charges and expenses suffered or incurred by us on account of the aforesaid.
- In this clause, 'us' shall include apart from the firm each and all of our partners, employees, and affiliates (including their partners and employees).
- All out of pocket expenses reasonably incurred by us on your behalf will be borne by your Company, where prior consent will be obtained from you. The fees and expenses do not include Goods and Services Tax ("GST"). The GST (if applicable) will be included in our invoices as a separate item.

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## OTHER MATTERS

- We may communicate with the Entity by electronic mail on the basis that in consenting to this method of communication the Entity accepts the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that the Entity shall ensure performance of virus checks.
- We may be required to connect the firm's computers to the Entity's network during this engagement. Entity hereby provides its consent to this. While the firm shall take reasonable steps to protect its computers using system hardening and anti-virus utilities, it shall not be responsible for any damage it may inadvertently cause to the Entity's computer and networks.
- If there is any cause for complaint in relation to the services or our staff, Entity is invited, in the first instance, to report its concerns in confidence to the Engagement Manager or Engagement Partner.



- The Entity agrees that neither it nor its associated entities, shall solicit, entice away or endeavor / seek / attempt to entice away, offer employment to or use / recruit / hire the services of any employee of InCorp Advisory Services Pvt Ltd (who is involved in performing services under this Agreement), without the prior written consent of InCorp Advisory Services pvt ltd ,during the tenure of this agreement and for a period of twelve (12) months from the date of termination of this Agreement, except as expressly provided for in this Agreement or where Incorp consents thereto in writing .

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## ENTIRE AGREEMENT

- This engagement letter sets out the entire agreement and understanding between the Entity and us in connection with the engagement. It supersedes and relieves us from liability (if any) that might otherwise arise for any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) as to any facts or matters relating to us or the engagement. Any modifications or variations to the engagement letter must be in writing and signed by an authorized representative of each party.

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## AGREEMENT OF TERMS

- We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Please confirm in writing your agreement to the terms of this letter by signing and returning the attached copy.

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## EXCLUSIONS

- This letter of engagement specifically excludes other specific services provided by the Firm to its clients like restructuring of businesses or companies, schemes of arrangements, internal audit, valuation certificates etc. In the event Entity desire to avail any of these services from the Firm, both the parties shall enter into separate letter of engagements on the terms and conditions as may be mutually agreed.

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## DISCLAIMER

- It is distinctly understood and agreed that neither (Incorp Advisory Services Pvt. Ltd.), nor its partners or employees will be liable to your company in connection with the subject assignment. This exclusion will apply despite any express or implied covenants, terms or conditions of this assignment letter or any collateral or incidental agreement or warranty or any representation. This exclusion will not cover any acts, omissions or representations, which are in any case illegal on the part of (Incorp Advisory Services Pvt. Ltd.), its partners or employees or to any liability which cannot be excluded by law. All the acts and deeds under this assignment will be in compliance with all applicable laws, Regulations, Guidelines and Circulars.

We appreciate the opportunity to be of service to the Entity.

**We hope to hear from you favourably on our proposal. Please do not hesitate to let us know if you need further clarifications.**

This proposal specifically excludes other specific services provided by the Firm to its clients like restructuring of businesses or companies, schemes of arrangements, internal audit, valuation certificates etc



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