

Legal Protection Plan — Terms & Conditions (Pvt Ltd & LLP)

Oct 20, 2026 · @R

Part A — Application and NoLegalPaisha's role

1. Application. These terms govern the Legal Protection Plan (the "**Plan**" or "**Desk**") offered on nolegalpaisha.com by Kaahmuchee Solution Private Limited ("**NoLegalPaisha**", "**we**") to a private limited company or a limited liability partnership that subscribes ("**Client**", "**you**"). They are read with the NoLegalPaisha [Terms & Conditions](#), [Privacy Policy](#), [Refund & Cancellation Policy](#), [KYC & AML Policy](#) and [Grievance Policy](#). If they conflict on this Plan, these terms prevail.

2. NoLegalPaisha as facilitator.

(a) NoLegalPaisha is a legal-technology platform and acts only as a facilitator. Legal work is done by independent advocates enrolled with a State Bar Council. Accounting and tax work is done by independent Chartered Accountants, and secretarial work by independent Company Secretaries, on the NoLegalPaisha network (each a "**Professional**", together the "**Desk Team**"). NoLegalPaisha does not itself practise law, accountancy or company secretarial practice.

(b) NoLegalPaisha provides the platform, matching with Professionals, the compliance calendar and dashboard, scheduling, the Case Dialogue Box, document storage and payment collection, and settles each Professional's fee as agreed with them.

(c) Each Professional uses independent professional judgement and is responsible for the professional work they deliver. NoLegalPaisha does not direct the content of that work.

3. Engagement agreement.

(a) Within [5] Working Days of the first payment, the Client signs a written engagement agreement with the Desk Team through the platform by e-signature. It governs the professional relationship, including scope, professional duties, confidentiality, fees and termination.

(b) Only onboarding (clause 22) takes place before it is signed. No filing is made before it is signed.

(c) If a Professional is replaced, a new or amended engagement agreement is signed with the replacement.

(d) On the professional relationship, the engagement agreement prevails. On platform use, billing, allowances and these Plan terms, these terms prevail.

4. Your Desk Team. At onboarding we assign one lead lawyer, one CA and one CS, and, on the Advanced Desk, a relationship manager. We may add or replace a Professional for leave, conflict, workload or expertise, with notice to you. You may ask for a change of any Professional [once every six months].

Part B — Definitions

5. Definitions. In these terms:

- **Entity:** the one private limited company or one LLP named in the subscription. Each Entity needs its own Plan.
- **Desk:** the Basic, Standard or Advanced Desk chosen for that Entity type.
- **Term:** the 12-month commitment period starting on the Start Date (clause 15).
- **Financial Year (FY):** 1 April to 31 March.
- **Month / Quarter:** a calendar month, and April–June, July–September, October–December or January–March.
- **Working Day:** Monday to Saturday, excluding national and gazetted holidays. **Working Hours:** [10:00 to 19:00] IST on Working Days.
- **Turnover:** the Entity's gross receipts from operations in the last completed FY, or, for a new Entity, its expected turnover for the current FY declared at onboarding.
- **Entry:** one transaction recorded in the books, such as a sales invoice, purchase bill, expense, bank or cash entry, or journal voucher. A multi-line invoice counts as one Entry.
- **GSTIN:** one GST registration. Each state registration counts as a separate GSTIN.
- **Employee:** any person on the Entity's payroll in a Month, including directors or partners drawing salary or remuneration.
- **Event Filing:** a non-annual ROC filing triggered by a change in the Entity, listed in clause 11 or 12.
- **Contract Unit:** one draft or one review of one standard document, as defined in clause 13.
- **Advisory Call:** one 30-minute call by video or phone with the lead lawyer.
- **Notice:** one legal notice, or one reply, to one party on one matter.
- **Case Dialogue Box:** the messaging thread on the Client's NoLegalPaiza dashboard. It is the official channel for all instructions, documents, approvals and deliveries.
- **Catch-up Work:** any work relating to periods before the Start Date, or to filings already overdue at the Start Date.

Part C — Plans, eligibility and what each includes

6. Choosing the Desk. The Desk is fixed by the highest of the Entity's Turnover, number of Employees and number of GSTINs. For example, a company with ₹80 lakh Turnover but 3 GSTINs needs the Advanced Desk.

Desk	Turnover	Employees	GSTINs	Bookkeeping Entries / Month
Basic	Up to ₹1 Cr	Up to 10	1	Up to 100
Standard	₹1 Cr – ₹5 Cr	Up to 50	Up to 2	Up to 300
Advanced	₹5 Cr – ₹25 Cr	Up to 150	Up to 4	Up to 800

Entities above ₹25 Cr Turnover, 150 Employees or 4 GSTINs are quoted separately.

7. Prices. All prices exclude GST (currently 18%).

Desk	Private Limited — monthly	Private Limited — yearly upfront	LLP — monthly	LLP — yearly upfront
Basic	₹14,999	₹1,49,990	₹11,999	₹1,19,990

Desk	Private Limited — monthly	Private Limited — yearly upfront	LLP — monthly	LLP — yearly upfront
Standard	₹39,999	₹3,99,990	₹32,999	₹3,29,990
Advanced	₹79,999	₹7,99,990	₹69,999	₹6,99,990

8. What each Private Limited Desk includes. The allowances apply for each Month, Quarter or year of the Term, as shown. Clauses 10 to 14 explain each item.

Deliverable	Basic	Standard	Advanced
Monthly — CA			
Bookkeeping	100 Entries	300 Entries	800 Entries
GST returns (GSTR-1, GSTR-3B) and input-credit matching with GSTR-2B	1 GSTIN	2 GSTINs	4 GSTINs, with e-invoice reconciliation
TDS computation and challan	✓	✓	✓
Payroll with PF, ESI and PT returns	10 Employees	50 Employees	150 Employees
MIS report	—	Monthly	Monthly + dashboard
Related-party and inter-company tracking	—	—	✓
Compliance calendar and reminders	✓	✓	✓
Quarterly			
TDS returns and Form 16A	✓	✓	✓
Advance tax computation and challans	✓	✓	✓
Review call with CA, CS and lawyer (45 min)	—	✓	✓
P&L and balance-sheet review	—	—	✓
Contract and litigation risk review	—	—	✓
Board pack	—	—	✓
Annual — CA			
Year-end financial statements and	✓	✓	✓

Deliverable	Basic	Standard	Advanced
audit coordination			
ITR-6 and Form 16 for Employees	✓	✓	✓
GSTR-9	If applicable	✓	✓
GSTR-9C	—	—	Where applicable
Tax audit coordination	—	Where applicable	Where applicable
Annual — CS			
AOC-4 and MGT-7 / MGT-7A	✓	✓	✓
DIR-3 KYC	Up to 2 directors	All directors	All directors
DPT-3 and MSME-1 (where applicable)	✓	✓	✓
Board meeting minutes	2	4	6
General meeting minutes	1 (AGM)	1 (AGM)	2
Statutory registers	✓	✓	✓
Secretarial health check	—	—	1
ESOP compliance support	—	—	✓
Event-based — CS			
Event Filings a year	1	4	8
Lawyer			
Advisory Calls a Month	2	5	8
Contract Units a Month	2	5	10
Notices	1 a Quarter	2 a Quarter	3 notices + 3 replies a Quarter
Recovery workflow	—	✓	✓, with settlement support
Dispute strategy notes	—	2 a year	4 a year

Deliverable	Basic	Standard	Advanced
Major deal reviews	—	—	3 a year
Policy drafting	—	HR and POSH, once	HR, POSH, IP and privacy, once
Relationship manager	—	—	✓

9. What each LLP Desk includes. Monthly and quarterly deliverables, payroll, GST, MIS and lawyer allowances are the same as the Private Limited Desk at the same level in clause 8. The differences are below.

Deliverable	Basic	Standard	Advanced
Annual — CA			
Statement of Account & Solvency and year-end financials	✓	✓	✓
ITR-5 and Form 16 for Employees	✓	✓	✓
Partner remuneration and interest within section 40(b) limits	✓	✓	✓
Partner capital account tracking	—	Monthly	Monthly, with drawings
LLP audit coordination	Only if Turnover above ₹40 lakh or contribution above ₹25 lakh	Same	Same
Annual — CS			
Form 11 (by 30 May) and Form 8 (by 30 October)	✓	✓	✓
DIR-3 KYC	Up to 2 designated partners	All designated partners	All designated partners
LLP compliance health check	—	—	1
Event-based — CS			
Event Filings a year (Form 3, Form 4, Form 15 and similar)	1	3	6
Lawyer (in addition to clause 8)			

Deliverable	Basic	Standard	Advanced
Review of the existing LLP agreement at onboarding	✓	✓	✓
Supplementary LLP agreement	—	1 a year	1 a year
Partner admission or retirement documents	—	—	✓

There are no board meetings, AGM, AOC-4, MGT-7, DPT-3 or ESOP deliverables for an LLP.

Part D — The deliverables explained

10. Accounting and tax (CA).

(a) **Bookkeeping.** The CA records the Client's Entries each Month in accounting software chosen by the Client (for example Tally or Zoho Books), from invoices, bills, bank statements and vouchers the Client uploads. Books for a Month are closed within [10] Working Days after the Client uploads all data. Entries above the cap are billed under clause 26. The software licence is the Client's.

(b) **GST.** For each covered GSTIN: preparation and filing of GSTR-1 and GSTR-3B (monthly, or quarterly under QRMP where the Client has opted for it), matching purchase credit with GSTR-2B, and a list of mismatched suppliers. The annual Letter of Undertaking for exporters is included. Generating e-invoices and e-way bills is the Client's operational task. Replies to routine system-generated mismatch notices are included; scrutiny, audit, assessment, demand and appeal proceedings are not.

(c) **TDS.** Monthly computation of TDS on payments the Client reports, preparation of challans for the Client to pay by the 7th, quarterly returns (24Q, 26Q and, where needed, 27Q), and Form 16A for deductees. Lower-deduction certificates and TDS demand corrections are quoted separately.

(d) **Payroll.** Monthly salary computation and payslips from attendance and input data the Client gives by the [25th]; PF, ESI and Professional Tax computation and returns where the Client is registered; and annual Form 16 for Employees. Salary and statutory payments are made by the Client. New PF, ESI or PT registrations are quoted separately.

(e) **Advance tax.** Each Quarter, an estimate of the Entity's tax liability from the books, and challans for the instalments due on 15 June, 15 September, 15 December and 15 March. The estimate depends on the Client's updated books and projections.

(f) **Year-end and income tax.** Year-end financial statements (for an LLP, the Statement of Account & Solvency), coordination with the independent auditor (clause 31), and preparation and filing of the income-tax return (ITR-6 for a company, ITR-5 for an LLP). For an LLP, partner remuneration and interest are computed within the limits of section 40(b) of the Income-tax Act.

(g) **GSTR-9 and GSTR-9C.** The annual GST return and, on the Advanced Desk, the reconciliation statement where the law requires it.

(h) **Tax audit coordination.** Where a tax audit applies, the CA prepares the books and schedules the tax auditor needs. The tax audit itself is done by an independent CA, whose fee is separate.

(i) **MIS (Standard and Advanced).** A monthly report on sales, costs, gross margin, receivables and payables ageing and cash position, delivered by the [20th] of the following Month. The Advanced Desk adds a compliance dashboard and related-party and inter-company tracking.

11. Secretarial — Private Limited (CS).

(a) **Annual ROC filings.** AOC-4 (financial statements) and MGT-7, or MGT-7A for small companies and OPCs, filed within their due dates after the AGM; DPT-3 and MSME-1 where applicable; and DIR-3 KYC for directors as due, within the Desk's limit.

(b) **Meetings and minutes.** For the number of meetings in clause 8, the CS drafts the notice, agenda, draft resolutions and minutes. The Client holds the meeting, and its directors and members attend and sign. A small company must hold at least one board meeting in each half of the calendar year, with a gap of at least 90 days between them; other private companies must hold at least four board meetings a year.

(c) **Statutory registers.** Registers of members, directors and KMP, charges and others required, kept in electronic form and updated for every change handled by the Desk.

(d) **Event Filings.** Filings triggered by a change, within the yearly count. Examples: appointment or resignation of a director (DIR-12), change of registered office within the same city (INC-22), share allotment (PAS-3), filing of resolutions (MGT-14), creation or satisfaction of a charge (CHG-1 or CHG-4), change in auditor (ADT-1), and change in authorised capital (SH-7). A change of registered office to another state, conversion, merger or a change of name is quoted separately.

(e) **Secretarial health check (Advanced).** Once a year, a written review of the company's registers, minutes, filings and statutory records, with a list of gaps and fixes.

(f) **ESOP compliance support (Advanced).** Board and shareholder approvals, grant letters and the related ROC filings for ESOP grants within the year's Event Filing count. Designing or valuing an ESOP scheme is quoted separately.

12. Secretarial — LLP (CS).

(a) **Annual filings.** Form 11 (annual return) by 30 May and Form 8 (Statement of Account & Solvency) by 30 October, and DIR-3 KYC for designated partners as due, within the Desk's limit.

(b) **Event Filings.** Within the yearly count. Examples: change in the LLP agreement (Form 3), admission, retirement or change of a partner or designated partner (Form 4), change of registered office (Form 15), and change in contribution. Conversion of an LLP, or a change of name, is quoted separately.

(c) **LLP compliance health check (Advanced).** Once a year, a written review of the LLP's filings, agreement and records, with a list of gaps and fixes.

13. Lawyer services.

(a) **Advisory Calls.** 30 minutes each, by video or phone, booked through the platform at least [24] hours ahead within Working Hours. Rescheduling needs [12] hours' notice; a call missed without notice counts as used. Advice on a call is oral. A written opinion uses a Contract Unit or is quoted separately.

(b) **Contract Units.** One Contract Unit is one draft or one review of a standard commercial document of up to [15] pages between up to [2] parties under Indian law. Examples: NDA, vendor, customer, service, employment, consultancy, lease, MoU, website terms or a privacy policy.

- A draft includes a clean document and a short note on key clauses. A review includes a marked-up copy and a risk note.
- Up to [2] revision rounds, raised within [15] days, are included.
- Longer, multi-party, cross-border or specialised documents (SHA, SSA, franchise, loan, M&A) may use [2–4] Contract Units, stated before work starts.
- Drafts are delivered within [3] Working Days and reviews within [2] Working Days of receiving complete instructions.

(c) **Notices.** One Notice is one legal notice, or one reply, to one party on one matter, sent on the lawyer's letterhead. It includes one follow-up letter on the same matter.

(d) **Recovery workflow (Standard and Advanced).** For overdue invoices: reminder letters, a demand notice (counted as a Notice), and, if the debtor responds, a settlement letter or agreement (counted as a Contract Unit). Where relevant it covers the cheque-dishonour notice under section 138 of the Negotiable Instruments Act, 1881, and delayed-payment claims under the MSMED Act, 2006 for MSE suppliers. Filing a case or a Samadhaan claim is quoted separately.

(e) **Dispute strategy notes.** A written note of [2–4] pages on a live or threatened dispute, setting out the options, likely forum, strengths and weaknesses, and a rough cost and time view.

(f) **Major deal reviews (Advanced).** Review of a term sheet, SHA, SSA or large commercial agreement of up to [50] pages, with a marked-up draft, a risk note, and one [60]-minute call with the Client.

(g) **Policies.** Drafted once during the Term, for the Desk level: HR and POSH on Standard; HR, POSH, IP and privacy on Advanced. Setting up the POSH Internal Committee and training it is quoted separately.

(h) **LLP agreement.** For LLPs: a review of the existing LLP agreement at onboarding on every Desk; one supplementary agreement a year on Standard and Advanced; and partner admission or retirement documents on Advanced.

14. Reviews and support.

(a) **Quarterly review call (Standard and Advanced).** A [45]-minute call with the CA, CS and lead lawyer on compliance status, upcoming due dates, open legal matters and risks.

(b) **Quarterly reviews (Advanced).** A P&L and balance-sheet review, a contract and litigation risk review, and a board pack (for an LLP, a partners' pack) summarising financials, compliance status and legal risks.

(c) **Compliance calendar.** Every due date for the Entity on the dashboard, with reminders to the Client at least [7] days before data is needed.

(d) **Response times.** Written queries in the Case Dialogue Box are answered within [1] Working Day on the Basic Desk and within [4] Working Hours on the Standard and Advanced Desks.

(e) **Relationship manager (Advanced).** One named coordinator for the Desk Team and a single point of escalation.

(f) **AI-assisted work.** First drafts and reconciliations may be prepared with NoLegalPaisa's AI assistant, Rajah. Every output delivered to the Client is reviewed and approved by a Professional.

Part E — Term, validity and payment

15. Term and Start Date.

(a) Every Plan is a 12-month commitment. The Term starts on the first day of the Month after the engagement agreement is signed (the "**Start Date**"), and ends 12 months later.

(b) We recommend starting on 1 April so the Term matches the Financial Year, but a Plan may start in any Month.

(c) The payment option chosen (clause 19) changes only how the Client pays. It does not shorten the 12-month commitment.

16. Validity of allowances. Unused allowances lapse as follows. They cannot be carried forward, transferred to another Entity, exchanged for other deliverables, or refunded.

Allowance	Valid for	What happens if unused
Bookkeeping Entries, Advisory Calls, Contract Units, MIS	Each Month	Lapses at month-end
Notices, quarterly reviews	Each Quarter	Lapses at quarter-end
Event Filings, meeting minutes, dispute strategy notes, deal reviews, health check, policies	The Term	Lapses at the end of the Term
Monthly and quarterly statutory filings (GST, TDS, payroll, advance tax)	The period they relate to, within the Term	Not applicable: filed when due
Annual filings	The filings falling due within the Term (clause 17)	Not applicable: filed when due

17. Which annual filings are covered.

(a) The Plan covers every annual filing that falls due during the Term for the Financial Year just closed. Examples: the ITR, AOC-4, MGT-7 and GSTR-9 for FY 2025-26, which fall due between May and December 2026, are covered by a Term running through those months.

(b) These annual filings are covered only if the books for that Financial Year are complete and closed. If they were kept by someone else, the Client must hand over closed books and the previous accountant's trial balance. If they are incomplete, writing them up is Catch-up Work (clause 23).

(c) If a Term ends before an annual filing for the Financial Year falls due, that filing is covered on renewal, or quoted separately if the Plan is not renewed.

(d) A filing already overdue at the Start Date is Catch-up Work.

18. Joining mid-year. If the Start Date is not 1 April:

- Monthly work starts from the Month of the Start Date. Bookkeeping for earlier Months of the current Financial Year is Catch-up Work.
- Annual filings are covered under clause 17.
- Yearly counts (Event Filings, meeting minutes and similar) apply in full for the 12-month Term, not pro-rata.

19. Payment options.

Option	What you pay	Discount	How
Yearly upfront	10 months' fee for the 12-month Term	2 months free	One payment before the Start Date
Quarterly in advance	3 months' fee less 5%, every Quarter	5%	Auto-debit mandate or payment by the due date
Monthly	The monthly fee every Month	None	Auto-debit only (NACH or UPI mandate)

20. Invoicing and GST.

- (a) A GST tax invoice is issued for each payment, in the name of the Entity.
- (b) GST at the applicable rate (currently 18%) is charged on top of all fees.
- (c) Monthly and quarterly fees are payable in advance by the [5th] of the Month or the first Month of the Quarter.

21. Late or failed payment.

- (a) If an auto-debit fails or a payment is not made by the due date, we will remind the Client. Work may be paused [7] days after the due date, until payment is made.
- (b) While work is paused, due dates keep running. Any late fee, interest or penalty that arises from the pause is borne by the Client.
- (c) If payment is more than [30] days late, we may end the Plan under clause 35, and the early-exit charge in clause 33 applies.
- (d) Interest at [1.5]% a month may be charged on amounts more than [30] days overdue.
- (e) Paused Months are not added back to the Term.

Part F — Onboarding, your obligations, caps and renewal

22. Onboarding (free). Within [10] Working Days of receiving the documents listed below, the Desk Team will:

- review the Entity's MCA, GST, income-tax and TDS records;
- prepare a **gap report** listing overdue filings, missing records, open notices and risky contracts;

- set up the compliance calendar and dashboard; and
- confirm the right Desk.

Documents needed:

- Certificate of incorporation, MoA and AoA or LLP agreement, PAN and TAN.
- GST, PF, ESI, PT and Shops & Establishments registrations.
- Last two years' financial statements, ITRs and ROC filings.
- Bank statements from the start of the current Financial Year.
- Payroll data, key contracts, and any open notices or disputes.

23. Catch-up Work (quoted separately). Work on periods before the Start Date is not part of the Plan, including:

- writing up incomplete books;
- overdue GST, TDS, ROC or income-tax filings; and
- condonation, compounding or late-filing applications.

It is quoted as a one-time fee after the gap report and done only on the Client's written approval. Late fees, additional fees and penalties on overdue filings are paid by the Client.

24. Your obligations and data cut-offs. The Client will:

(a) Upload complete and accurate data through the dashboard by these dates:

Data	Due by
Sales invoices and credit notes for GSTR-1	[5th] of the following Month
Purchase bills, expenses and bank statements	[7th] of the following Month
Payments subject to TDS	[3rd] of the following Month
Attendance and payroll changes	[25th] of the same Month
Year-end information (stock, fixed assets, confirmations)	[30 April]
Documents for an Event Filing or meeting	[7] Working Days before the filing or meeting date

(b) Name one authorised person who gives instructions and approvals.

(c) Pay all taxes, statutory dues, salaries and government fees on time from its own accounts.

(d) Tell the Desk Team promptly about any change in directors, partners, shareholding, address, bank account, business activity or registrations, and about any notice received.

(e) Keep original records, and preserve books for the period the law requires: at least 8 years under section 128 of the Companies Act, 2013, and the period required under the LLP Act, GST and income-tax laws.

If data is late or incomplete, the Desk Team will still try to file on time. Any resulting late filing, late fee, interest or penalty is the Client's responsibility.

25. Portal access, digital signatures and approvals.

(a) The Client gives the Desk Team access to the GST, income-tax, TRACES, MCA, EPFO and ESIC portals for the Entity. Login credentials remain the Client's property and are kept securely.

(b) Digital signature certificates (DSCs) of directors and partners remain with their owners, or are used only for filings the Client has approved.

(c) Before any return or form is filed, a draft or summary is shared in the Case Dialogue Box, and the Client must approve it. If approval is not given by [2] Working Days before the due date, the Desk Team is not responsible for late filing.

(d) The Client should change portal passwords when the Plan ends.

26. Caps, fair use and extra work.

(a) All numbers in clauses 6, 8 and 9 are caps for normal business use by one Entity.

(b) Work beyond the caps is done only after the Client approves a quote, at these pre-agreed rates:

Extra item	Rate (excl. GST)
Bookkeeping Entries above the cap	₹[] per 100 Entries
Additional GSTIN	₹[] per GSTIN per Month
Additional Employees on payroll	₹[] per Employee per Month
Additional Event Filing	₹[] each
Additional Contract Unit	₹[] each
Additional Notice	₹[] each
Additional Advisory Call	₹[] each

(c) NoLegalPaisa may review usage and re-scope, pause or decline work that is excessive, automated, abusive, or for another Entity.

27. Upgrades, downgrades and crossing a band.

(a) **Upgrade.** The Client may upgrade at any time. The new fee applies from the next Month, and higher allowances apply from that Month. For yearly-upfront Plans, the difference is charged pro-rata.

(b) **Crossing a band.** If the Entity's Turnover, Employees or GSTINs go above its Desk's limits during the Term, we will tell the Client. From the next Quarter, the Client either moves to the higher Desk or pays the extra-work rates in clause 26.

(c) **Downgrade.** A downgrade takes effect only at renewal.

28. Renewal.

- (a) The Plan renews automatically for another 12 months unless either side gives written notice at least [30] days before the end of the Term.
- (b) We will tell the Client of any change in fees or deliverables at least [45] days before renewal.
- (c) The Desk on renewal is set by the Entity's latest Turnover, Employees and GSTINs.

Part G — Exclusions, exit and refunds

29. What is not included. Unless quoted and agreed in writing, no Desk includes:

- **Fees and dues.** Government, ROC, GST and other statutory fees; stamp duty; late fees, additional fees, interest and penalties; and any tax or statutory due of the Entity.
- **Audits.** Statutory audit, tax audit, internal audit and secretarial audit fees (see clause 31).
- **Catch-up Work** (clause 23).
- **Proceedings.** Representation or appearance before any court, tribunal (including the NCLT), arbitral tribunal, consumer commission, police, or tax or regulatory authority.
- **Tax proceedings.** Scrutiny, assessments, reassessments, demands, appeals, and GST audit or investigation proceedings.
- **Specialist work.** Valuation reports, transfer pricing, FEMA filings, international tax, and DPIIT or other certifications.
- **Restructuring.** Incorporation, conversion, merger, demerger, change of name, change of registered office to another state, strike-off or closure.
- **Transactions and diligence.** Due diligence, fundraising transaction documents beyond the Contract Units, and complex M&A.
- **Registrations and licences.** New ones such as GST, PF, ESI, IEC, FSSAI or trademark.
- **Other entities.** Work for directors, partners, shareholders or group companies in their own capacity.
- **Outside India.** Advice on the laws of any other country.
- **Third-party costs.** Fees of other professionals, panel advocates or experts engaged on the Client's approval.

Excluded work can be quoted at a [10]% subscriber discount on NoLegalPaisha's standard prices.

30. Notices from authorities. Routine system-generated notices or mismatch intimations on filings made by the Desk Team are answered within the Plan. A notice that starts a scrutiny, assessment, inquiry, investigation or penalty proceeding is quoted separately.

31. Independent auditor.

- (a) Under section 144 of the Companies Act, 2013, a company's statutory auditor cannot also provide its accounting and bookkeeping services. The statutory audit (and, where applicable, the tax audit) must therefore be done by an independent CA who is not part of the Client's Desk Team.
- (b) For LLPs, the same independence is followed as a matter of professional ethics.
- (c) The Client appoints the auditor. On request, NoLegalPaisha can introduce an independent auditor from its network, who is engaged and paid by the Client directly.

(d) The Desk Team's role is to prepare the books, schedules and information the auditor needs, and to respond to the auditor's queries.

32. Cancellation before the Start Date.

(a) If the Client cancels before the engagement agreement is signed, the fee paid is refunded less payment-gateway charges.

(b) If the Client cancels after signing but before the Start Date, the fee is refunded less [₹5,000] for onboarding and the gap report.

33. Ending the Plan early.

(a) The Client may end the Plan during the Term by giving [30] days' written notice through the dashboard. Work continues during the notice period.

(b) On exit, the Client pays the following (the "**early-exit charge**"):

1. The fees for every Month up to the end of the notice period; and
2. If annual filings or yearly deliverables were completed during the Term, a true-up equal to NoLegalPaisha's standard price for those deliverables at the exit date, less the fees already paid for the Term. This is payable only if the result is positive.

(c) **Example.** A company joins in August on the monthly Basic Desk, its ITR, AOC-4 and MGT-7 are filed in October, and it leaves in December. It pays 5 Months' fees, plus any amount by which the standard price of those annual filings exceeds those 5 Months' fees.

(d) Discounts are recalculated on exit. A quarterly or yearly discount applies only to a completed Term.

34. Refunds on prepaid Plans. If a yearly-upfront or quarterly Plan ends early:

- The refund equals the amount paid, less the monthly fee for each Month used (including the notice period), less the true-up in clause 33.
- Fees for Months already started are not refunded.
- Government and third-party fees already paid are not refunded.
- Refunds are paid within [30] days of the exit date.

35. Ending of the Plan by NoLegalPaisha.

(a) **With notice.** We may end the Plan on [30] days' notice. If we do so without fault on the Client's part, the early-exit charge does not apply and unused prepaid fees are refunded.

(b) **Immediately.** We may end the Plan immediately if:

- payment is more than [30] days overdue;
- the Client asks for anything unlawful, or gives false information or records;
- the Client's conduct towards the Desk Team is abusive; or
- continuing would breach a Professional's professional duties.

(c) In the cases in (b), the early-exit charge applies.

36. Handover on exit.

(a) Within [15] Working Days after all dues are cleared, the Desk Team hands over:

- the books in the software used;
- filed returns and acknowledgments;
- registers, minutes, and drafts prepared during the Term; and
- a status note listing the filings due in the next [60] days.

(b) The Client's portal credentials and DSCs always remain the Client's.

(c) We will not withhold statutory records the Client needs to meet a legal deadline.

Part H — Responsibility, liability and general terms

37. Late fees caused by the Desk Team.

(a) If a filing within the Plan is late solely because of the Desk Team, and the Client had uploaded complete data and given approval on time under clauses 24 and 25, NoLegalPaisha will bear the late fee and interest charged for that delay.

(b) This is capped at [one Month's fee] for each incident.

(c) It does not cover penalties for incorrect data supplied by the Client, portal outages, or changes in law announced at short notice.

38. No guaranteed outcome. The Desk Team does not guarantee:

- the outcome of any assessment, notice, dispute, negotiation or recovery;
- approval of any application by an authority; or
- that no notice, demand or claim will arise.

Advice and filings are based on the information the Client provides and the law on the date of the work.

39. Responsibility of directors and partners.

(a) Statutory compliance remains the legal responsibility of the Entity and its directors, designated partners and officers.

(b) The Plan helps them meet it. It does not transfer that responsibility to NoLegalPaisha or the Desk Team.

(c) Decisions on the Entity's business, and their implementation, remain with the Client.

40. Confidentiality.

(a) The Desk Team and NoLegalPaisha keep the Client's information confidential and use it only to deliver the Plan.

(b) Communications with the lawyer are protected as professional communications under the Bharatiya Sakshya Adhiniyam, 2023 and the Bar Council of India Rules. CAs and CSs are bound by their institutes' codes of ethics.

(c) Information is disclosed only with the Client's consent, or where the law or an authority requires it.

41. Data protection and security.

- (a) Personal data in the Client's records (of employees, customers, vendors, directors and partners) is processed under the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000 and the NoLegalPaisa [Privacy Policy](#).
- (b) The Client confirms it has the right to share that data with the Desk Team for these purposes.
- (c) Documents are stored on the platform with access limited to the Desk Team.

42. Limitation of liability.

- (a) To the extent allowed by law, the total liability of NoLegalPaisa and the Desk Team for all claims arising from the Plan in a Term is limited to the fees paid by the Client in the [6] Months before the claim.
- (b) Neither is liable for indirect or consequential loss, including loss of profit, business, data or opportunity.
- (c) Neither is liable for any tax, interest or penalty that the Entity would have owed anyway.
- (d) Nothing in this clause limits liability for fraud or wilful misconduct.

43. Communication.

- (a) All instructions, documents, approvals and deliveries go through the Case Dialogue Box.
- (b) Instructions given only by phone, email or messaging app are confirmed there before work starts.
- (c) The dashboard record is the agreed record of what was asked, approved and delivered.

44. Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, including:

- government portal outages;
- extensions or changes in law notified at short notice;
- natural disasters, epidemics or civil disturbance; and
- court or office closures.

45. Grievances. Complaints go first to the Grievance Officer under the [Grievance Policy](#), who will acknowledge within [48] hours and resolve within [30] days.

46. Governing law and disputes.

- (a) These terms are governed by the laws of India.
- (b) Disputes not resolved under clause 45 are referred to a sole arbitrator under the Arbitration and Conciliation Act, 1996. The seat is [Mumbai], the language is English, and the arbitration may be held online.
- (c) Subject to this, the courts at [Mumbai] have exclusive jurisdiction.

47. Changes to the law.

(a) Due dates, forms, thresholds and rates referred to in these terms follow the Companies Act, 2013, the LLP Act, 2008, the Income-tax Act, the GST laws and labour laws as amended from time to time.

(b) If a change in law adds a new recurring filing, the Desk Team will tell the Client. If the filing is minor, it is included. Otherwise it is quoted.

48. Right to change and update these terms.

(a) NoLegalPaisa reserves the right to change, update or replace these terms, the Desk deliverables and pricing, to reflect changes in law, regulation, its services or business needs. Updated terms are published on nolegalpaisa.com.

(b) For a running Term, a change in fees or a reduction in deliverables applies only from the next renewal, unless the law requires otherwise.

(c) Other changes take effect [30] days after notice on the dashboard or by email. A Client who does not accept them may end the Plan within that period without the early-exit charge.

49. Order of documents. If documents conflict, they apply in this order:

1. On the professional relationship: the engagement agreement.
2. On the Plan, its deliverables, billing and allowances: these terms.
3. On everything else: the NoLegalPaisa Terms & Conditions and policies.