

AGREEMENT FOR APPOINTMENT OF STATUTORY AUDITOR

This Agreement is made and entered into on this ____ day of _____, 2025,

BETWEEN

The Kerala State Homoeopathic Co-operative Pharmacy Ltd. (HOMCO), a co-operative society registered and functioning under the Department of AYUSH, Government of Kerala, having its registered office at Pathirappally P.O., Alappuzha – 688521, Kerala, hereinafter referred to as "**HOMCO**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns,
of the FIRST PART,

AND

M/s. _____, a firm of Chartered Accountants / Cost Accountants registered under ICAI/ICMAI, having its registered office at _____, and a branch office in Alappuzha District, Kerala, hereinafter referred to as the "**Auditor**", which expression shall, unless repugnant to the context, include its partners, successors, and permitted assigns,
of the SECOND PART.

WHEREAS

1. HOMCO had issued an Expression of Interest (EOI) dated //2025, inviting applications from eligible firms for the conduct of the Statutory Audit for the financial year 2024–25;
2. The Auditor, having the required expertise and experience, submitted their proposal and was selected based on eligibility and financial bid criteria;
3. HOMCO desires to engage the Auditor to carry out the GST Audit for the financial year 2024–25 as per applicable laws;

NOW, THEREFORE, this agreement is made under the following terms and conditions:

1. SCOPE OF WORK

The Auditor shall conduct the **Statutory Audit of HOMCO for the financial year 2024–25** in accordance with the Central Goods and Services Tax Act, 2017, the Kerala State Goods and Services Tax Act, 2017, and relevant rules, circulars, and notifications issued thereunder. The scope includes:

- a) Verification of all GST returns (GSTR-1, GSTR-3B, GSTR-7, GSTR-9, etc.) and reconciliation with books of accounts.
- b) Identification and reporting of discrepancies, if any, in input tax credit, output tax, or

liability.

c) Certification and submission of the GST Audit Report in the prescribed format (GSTR-9C or as applicable).

d) Advising HOMCO on necessary corrective measures and ensuring proper documentation.

e) Assisting in reply to audit notices or clarifications, if required, within the audit scope.

2. TIMELINE

- The Auditor shall complete the audit and submit the certified Statutory Audit Report along with all relevant schedules and annexures to HOMCO **on or before** _____ **or “the statutory due date prescribed by law”].**
- Any extension of the timeline shall require prior written approval from HOMCO.

3. FEES AND PAYMENT TERMS

- HOMCO agrees to pay the Auditor a professional fee of ₹_____ (Rupees _____ only), inclusive of all applicable taxes.
- Payment shall be made upon successful completion of the audit, submission of the final audit report, and approval by HOMCO.
- No additional charges shall be paid unless mutually agreed upon in writing for out-of-scope work.

4. CONFIDENTIALITY

The Auditor agrees to maintain the confidentiality of all financial and operational information received from HOMCO and shall not disclose any part thereof to third parties without prior written consent, except as required by law.

5. TERMINATION

- Either party may terminate this agreement by giving **15 days’ written notice** in case of non-performance or breach of obligations.
- HOMCO reserves the right to terminate the agreement immediately in case of misconduct, delay without justification, or negligence on the part of the Auditor.

6. LIABILITY

The Auditor shall be responsible for the accuracy and integrity of the audit report submitted and shall indemnify HOMCO against any penalty or liability arising due to willful misconduct, gross negligence, or misrepresentation in the audit findings.

7. DISPUTE RESOLUTION

Any dispute or difference arising out of or in connection with this Agreement shall be resolved amicably. Failing which, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, and the courts at **Alappuzha, Kerala** shall have exclusive jurisdiction.

8. GENERAL CONDITIONS

- The Auditor shall adhere strictly to the statutory provisions and professional standards during the conduct of the audit.
- No sub-contracting of the audit work is permitted.
- Any communication between the parties shall be in writing and acknowledged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first written above.

SIGNED FOR AND ON BEHALF OF HOMCO

Name: _____

Designation: Managing Director

Signature: _____

Date: _____

SIGNED FOR AND ON BEHALF OF THE AUDITOR

Name: _____

Designation: Partner / Authorized Signatory

Firm Name: _____

Signature: _____

Date: _____

WITNESSES – HOMCO

1. Name: _____

Address: _____

Signature: _____

2. Name: _____
Address: _____
Signature: _____

3. Name: _____
Address: _____
Signature: _____

WITNESSES – AUDITOR

1. Name: _____
Address: _____
Signature: _____

2. Name: _____
Address: _____
Signature: _____

3. Name: _____
Address: _____
Signature: _____