

### The Institute of Chartered Accountants of India

### Chartered Accountant | e-NEWSLETTER

FEBRUARY & MARCH 2018 | VOLUME 1



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### Chairman's Message

#### Dear Professional Colleagues,

I feel extremely privileged and honoured as 20th Chairman of Our Esteemed Gurugram Branch of NIRC of ICAI. First of all I would like to thank all my committee members who has shown faith in me for the post of chairman. I would also like to thank all my professional colleagues who has given me support for this responsible chair of our branch of institute. I would also like to thank for our past committee members of our branch who has contributed





their efforts for successful functioning of the branch. I would also like to thank all our Ex Officio members who have devoted their time for managing the affairs of our branch.

On behalf of the Gurugram Branch, I wish to congratulate CA. Naveen N.D. Gupta and CA. Prafulla P. Chhajed, as our newly elected President and Vice President of ICAI respectively. I am confident that under their able leadership we shall scale greater heights. Friends I hereby take pledge that I shall work for the benefit of our profession, members and students at large. I shall work with honesty and with ethical standards of our institute so that the dignity of our profession will always exist. I shall try to fulfil my promises which I dreamt to take my profession to achieve greater heights.

The month of March and April every year would be a challenging and demanding schedule for our members when we are fully occupied with the professional assignment of Bank Audit. Besides every member of the Institute, whether in practice or in industry would be required to concentrate on the finalization of annual accounts of corporate and other business entities. Members and students are backbone of the profession. Their support, involvement and feedback are must for successful implementation of any professional and/or academic activities of Branch.

I shall also request to our members to share their knowledge on various subjects by giving their articles in the newsletter. Friends as we are always open to seek your valuable suggestions/feedbacks/ideas to improve our selves so you are requested to always send your valuable comments/ideas to have more and more meaningful programmes.

I am sure that I will receive the support of all the respected members and my dear students during the year as we aspire to achieve the best.

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Elected New Office Bearers 2018-19



CA. Rakesh K. Agarwal Chairman



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CA. Lalit Aggarwal Executive Member

### Ex - Officio Members



CA. Sanjeev K. Chaudhary



CA. Atul Kumar Gupta



CA. Alok Jain



CA. Nitin Kanwar



#### Dear Professional Colleagues,

It's indeed a great pleasure to address all of you as the Immediate Past chairman of this esteemed Organisation i.e Gurugram Branch of NIRC of ICAI. As new office bearers of the branch have assumed office I shall say to all of them best of luck for their initiatives which they have kept in mind. At this point of time I am feeling happy and satisfied after successful fulfillment of my duties and responsibilities. At the same time I am feeling nostalgic as during the last twelve months a sense of attachment to this august office has been developed in my mind, body and soul. On 23rd of February, 2017 when I have taken this great position of the chairman of this one of the large branches of the Institute of Chartered Accountants of India, I was a little bit worried as how to perform as per the expectation of the members, students and the society committee and staff. But I took it as a challenge and devoted my full 24 hours a day during past 365 days and tried my best to justify this great position. And it's a matter of pride for me to share that with the co-operation of all members of the managing committee including the ex-officio members we have achieved great milestones in last one year.

During the last tenure We have organized Two residential refresher course one at kandaghat and second at Jim Corbett UK and we have also organized Women empowerment program for the benefit of women at large. we have conducted one successful of post qualification course on GST. we have conducted large number of GMCS, ITT and Orientation classes for students we have conducted highest number of seminars on various topics including GST during the last one year, we have conducted highest number of family and fellowship programmes. For all this I am thankful to all my colleagues in the managing committee of the branch and the branch members at large for your untiring support and cooperation. I must accept that during the past one year I have received equal co-operations from the office bearers as well as the other members of the managing committee and there was no political hurdles in the working of the branch even for a single day. The members at large were also responded overwhelmingly for any programme organized by the branch whether it were the seminars or any other family programmes. We have also tried to bring back our all past committee members at one platform on the occasion of 26th Jan our Branch foundation programme.

As new office bearers of this branch have assumed office to whom I wish best of luck and request to complete all remaining tasks which I could not take up despite my best efforts.

At the end, I once again thank all of you from the core of my heart for giving me this opportunity to serve you all as the Chairman of this esteemed Gurugram branch of ICAI and assure you all as the best of my services as the member of the managing committee for the next one year and as the proud member of the branch for the whole life.

Have a great era ahead.

Thanks





CA. Sandeep Garg
(Immediate Past Chairman)
Gurugram Branch of NIRC
of ICAI

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CA. Nitin Kanwar

Ex - Officio Member



#### Dear Professional Colleagues,

It is indeed a great honour to communicate with you as the Vice-Chairman of Gurugram Branch of NIRC of ICAI. Representing the members of a noble profession like ours in a millennium city like Gurugram, is an honor and we will try and ensure that the baton be kept and handed over to the successors in transparent and professional manner.

Your branch has been doing some great works in the field of knowledge development while creating a community of professional brotherhood. I am sure, in the coming years, the branch will add multiple new feathers in its cap including a fast-paced development in the Gurugram branch's upcoming building in Manesar.

May 2018 exams around the corner, i convey my best wishes for the upcoming exams. All of us know these are one of the tough exams around but a planned set of studies along regular improvement on the way one attempts the exams is a sure recipe for success. Your branch is organising mock tests in the branch premises, please use this facility and practise before the exams.

It is a matter of great pride for us that CA. Naveen N.D. Gupta, has been elected as the President of ICAI and CA. Prafulla P. Chhajed as Vice President of ICAI. On behalf of our branch, I would like to congratulate both of them.

#### "Alone we can do so little, together we can do so much." -- Helen Keller

While everybody of us are working our bits to contribute towards the betterment of our society around and specifically for the profession, the force and impact of the same could be multifold just if we could found ways to do that together. With experience of past two years, I can safely state that the impact of the committee members' efforts grow multifold because of the continued support of members especially the senior ones. Please keep that on!





CA. Arun Aggarwal (Vice-Chairman) Gurugram Branch of NIRC of

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- CA. Lalit Aggarwal

#### **Ex-officio Member**

- CA. Sanjeev Chaudhary
- CA. Atul Kumar Gupta
- CA. Alok Jain
- CA. Nitin Kanwar





"It's not only moving that creates new starting points. Sometimes all it takes is a subtle shift in perspective, an opening of the mind, an intentional pause and reset, or a new route to start to see new options and new possibilities"- Kristin Armstrong

#### Dear Professional Colleagues,

Through this newsletter, I express my sincere gratitude to all of you for the confidence reposed upon me to again serve as Secretary of the Branch. I am aware of the onerous responsibility which comes along with this designation of Secretary. Your words of appreciation and encouragement from time to time has been the source of inspiration and driving force for all of us in running the branch, keeping up with the pace set by our predecessors. On behalf of the members of our Branch, I take the opportunity to heartily congratulate the office bearers for term 2018-19 CA Rakesh K. Agarwal – Chairman CA Arun Aggarwal – Vice Chairman CA Amit Gupta – Treasurer.

As usual this was a busy month with a number of academic activities for the Members and Students. The Branch has always strived and proven its mantle by walking the extra mile in its quest to ensure that each and every Member and Student across Gurugram is up to date. For the same Gurugram Branch has organised a conference on "Budget 2018 Financial and Health Talk". Branch has also made an arrangement for "Mock Test" on various subjects of Foundation, Intermediate (IPC) and Final (Old & New Course) level for the students for May, 2018 examinations.

As Josh Billings once said "Health is like money, we never had true idea of its value until we lose it". Sports and games play a significant role in keeping the mind and body healthy. Keeping in mind the significance of sports Branch hosted Cricket Tournament for CAs in the month of February. A three Days Residential Programme was also organised by the Branch for Chartered Accountants and their Family Members.

Talking about the recent undesired and untoward rough patch that our profession has gone through, I strongly believe that ICAI and its members stand for integrity and are the true beholders of trust that makes the fabric of our nation's financial system stronger. Let us all continue to play the ever significant role, as always, for the betterment of the nation and help it move in the right direction.

At last, I would seek your blessings in all my future endeavor and end with these lines for all; "Don't walk in front of me; I may not follow. Don't walk behind me; I may not lead. Just walk beside me and be my friend." I am confident that the term 2018-19, with all your support, would be yet another eventful and enjoyable term.



Housh graph

CA. Manish Goyal
(Secretary)
Gurugram Branch of NIRC

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- CA. Alok Jain
- CA. Nitin Kanwar





#### My Valued ICAI Members & Students,

This is my first write up as Treasurer, Gurugram Branch of NIRC of ICAI. At the outset I am thankful to the Almighty, my colleagues in the Managing Committee, members and students at large for reposing faith and trust in me and electing me as Treasurer of Gurugram Branch of NIRC of ICAI for the period 2018-19. Though I am elected in the capacity as Treasurer, but I will work with you as a colleague/team member for the betterment of the profession. I will dedicate all my time for the betterment of the profession. I aim to take the profession to the new heights in terms of growth and better opportunities for professional brothers and sisters.

Coming together is a beginning; keeping together is progress; working together is success. Success does not come by chance, lot of efforts have been done in sequence to achieve that success, For being successful in life one has to put in lot of hard work and dedication for the achievement of positive results. For producing the desired results, one has to update the skill set and knowledge and move forward with the changing and challenging time. The professional world is full of challenges, as lots of developments and amendments are taking place day in day out. For being successful professional one has to be updated every next second. Keeping all this mind, Gurugram ICAI Branch is always keen to provide best of the possible services to various stakeholder either in the form of offering more & more opportunities of learning and capacity building for keeping them updated by organizing series of quality professional developments programs or in the form of providing any other services.

### Yadaa Yadaa hi dharmasya glaani rbhavatibhaarata | Abhyuktaanamadarmasya tadaatmaanam srijaamyahamh ||

When there is the decay of dharma (righteousness) and the rise of adharma (unrighteousness), then I (the Lord) am born in this world...

Chapter 4, Verse 7Shrimad Bhagwad Geeta

With the Growth of the Indian economy and India emerging as a Global Power, it has become utmost important for the all of us to keep ourselves updated to provide the better and quality services to the clients and meet out the expectations of all the stakeholders. In this knowledge occupies a crucial position. Your Gurugran Branch plays a significant role in spreading knowledge on the topics of professional interest by the elite and star speakers. During last year, Your Gurugram Branch has organized various National Seminars, Conferences, Workshops, Certification courses, Group discussion etc. A large number of Members attended all the Seminars and Workshops. I would like to convey my sincere thanks to all the Guest Speakers for sparing their Precious time for all the CPE Programmes and sharing their expertise with all of us and hoping that their same patronage will continue in future.

Before concluding I want to assert that our members play a vital role in bringing financial transparency in financial reporting to prevent the interest of all stakeholders. Entities which do not understand the importance of financial transparency should be avoided.

I again want to thank all my branch members for giving me an opportunity to serve Gurugram Branch. Have a positive attitude, confidence in yourself and give your best. Remember: You are the caption of your life.



CA. Amit Gupta
(Treasurer)
Gurugram Branch of NIRC
of ICAI

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### **69-PROTECTIVE RIGHTS**

- If to consider for controlling percentage

### **Gurugram Branch of NIRC**



#### **CA Anuj Agrawal**

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## PROTECTIVE RIGHTS - If to consider for controlling percentage?

While analyzing the control aspect on any investments made by an entity, we usually go by the definition which suggests that while evaluating such rights which provides right to variable returns from the entity in which such investment has been made.

In other words the control is usually defined to have power over the investee's relevant activities (activities which are actually making effects on Profit & Loss account) and such rights should be substantive (currently exercisable including potential voting rights).

Control has been defined by Ind-As 110 (IFRS-10) as per the Appendix –A

Control of an investee – "An investor controls an investee when the investor is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee."

Now, it essentially focuses on control over relevant activities of investee operations in which a parent could direct in such a way so that it can have variable returns(either profit or loss) from such investments. That return could be either profit or loss.

Next question comes, how to involve in the relevant activities of the investee so that the entity who has invested into a set of activities could direct (i.e.control) the same. These rights could be voting rights or potential voting power (e.g. options which is currently in the money) where the controlling rights to direct relevant activities are vest with the investor who has been identified being controller of such investee. Relevant activities are those which

eventually effect profits/ loss of the business and not those which are just an administrative powers.

Now,

Standard talks about a concept called "PROTECTIVE RIGHTS" and one has to be careful while making an analysis whether an Investor has controlling power over the relevant activities over investee. Let's first have some references from the standard about this concept before getting into more details about the same-

#### Ind-As-110 (IFRS-10) Appendix A

**Protective rights** – "Rights designed to protect the interest of the party holding those rights without giving that party power over the entity to which those rights relate."

**Para B-9** - To have power over an investee, an investor must have existing rights that give it the current ability to direct the relevant activities. For the purpose of assessing power, only substantive rights and rights that are not protective shall be considered.

**Para B-26** - In evaluating whether rights give an investor power over an investee, the investor shall assess whether its rights, and rights held by others, are protective rights. Protective rights relate to fundamental changes to the activities of an investee or apply in exceptional circumstances. However, not all rights that applies in exceptional circumstances or are contingent on events are protective.

**Para B-27** - Because protective rights are designed to protect the interests of their holder without giving that party power over the investee to which those rights relate, an investor that holds only protective rights cannot have power or prevent another party from having power over an

investee.

### **69-PROTECTIVE RIGHTS**

- If to consider for controlling percentage

# Gurugram Branch of NIRC



To be specific, substantive rights (voting power plus any potential rights etc) will be considered while evaluating control. In contrast any protective rights (which only protect a party without giving any controlling power to such party) will not be considered.

#### Now,

What exactly are protective rights and why do we need to understand carefully the concept and relevant guidance in order to evaluate controlling rights of an Investor-

 Protective rights are certain clauses which essentially provide a safety to shareholder/ investor in order to prevent any fundamental change that could bring in,

#### Example-

An entity has taken some loan from a bank under which it was mentioned that the Entity can not change its business activities which are different from the existing without getting consent from the bank. Such kind of rights which bank is having shows protection against the loan which has given to the Entity and the bank should then be able to intervene in case new business activity will take place which might increase credit risk of the loan. Such rights will be under protective rights and not substantive rights. Such protective rights will protect the repayment of loan to Bank.

- Protective rights are usually given to secure the interest of the investor without having a control over the relevant activities. In other words these rights can not direct/ influence any relevant activities of the Investee. If relevant activities can not be influenced/ directed then there is no exposure towards variable returns (which means a profit or loss of the business),
- There are many loan agreements which provide a clause to seize the assets of the borrower in case of default in repayment of such loan will

also be an example of PROETCTIVE rights which does not make any control over the direction of any relevant activities of the investee (in which investment is made).

- This distinction between substantive rights & protective rights is very crucial to understand as the incorrect assessment would lead to a wrong conclusion. All substantial rights should be evaluated if these are just protective rights which provides a investor to protect its interest/investment and does not PREVENT OTHER INVESTOR TO CONTROL RELEVENT ACTIVITIES of the investee,
- Hence if an investor has certain rights which does not prevent in any way to control the relevant activities by other investors then these will be considered as protective rights,
- There is an another indication to identify rights
  which could be protective is its occurrence which
  means these kind of protective rights are normally
  uses less frequently comparing to the other
  substantive rights. The reason for giving the
  protective right is to secure investment and all
  fundamental changes, if any, should be notified or
  seek consent from such protective investors,

Readers will appreciate about the main objective of the standard and an approach which one can follow while keeping in mind the basis of origin of such requirements. There could possibly be some specific situations or circumstances where the interpretation of any standard will be different as we should always keep in mind that IND-AS is principle based standards and lot more areas need management judgment in line with the standards relevant interpretation and best practices. One has to look into all related facts and patterns before concluding this type of assessment based on this concept. Readers are requested not to take this article as any kind of advice (it is not exhaustive in nature) and should evaluate all relevant factors of each individual cases separately.



#### CA. Gopal Nathani

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#### **RBI Directives**

The Reserve bank of India in their Master Circular DBS.CO.CFMC.BC.No.007/23.04.001/2014-15 dated 7th May 2015 has laid down a framework for dealing with loan frauds and further defined certain instances of Early Warning Signals (EWS) and Red Flagged Accounts (RFA). The objective of the framework is to direct the focus of banks on the aspects relating to prevention, early detection, prompt reporting to the RBI (for system level aggregation, monitoring & dissemination) and the investigative agencies (for instituting criminal proceedings against the fraudulent borrowers) and initiation of the staff accountability proceedings (for determining negligence or connivance, if any) while ensuring that the normal conduct of business of the banks and their risk taking ability is not adversely impacted and no new and onerous responsibilities are placed on the banks. In order to achieve this objective, the framework has stipulated time lines with the action incumbent on a bank. The time lines / stage wise actions in the loan life-cycle are expected to compress the total time taken by a bank to identify a fraud and aid more effective action by the law enforcement agencies. The early detection of Fraud and the necessary corrective action are important to reduce the quantum of loss which the continuance of the Fraud may entail.

The Circular further quantify the following as a list of instances of some Early Warning signals which should alert about some wrongdoings in the loan accounts which may turn out to be fraudulent.

1. Default in payment to the banks/ sundry debtors and other statutory bodies, etc., bouncing of the high value cheques

- 2. Raid by Income tax /sales tax/ central excise duty officials
- 3. Frequent change in the scope of the project to be undertaken by the borrower
- 4. Under insured or over insured inventory
- 5. Invoices devoid of TAN and other details
- 6. Dispute on title of the collateral securities
- 7. Costing of the project which is in wide variance with standard cost of installation of the project
- 8. Funds coming from other banks to liquidate the outstanding loan amount
- 9. Foreign bills remaining outstanding for a long time and tendency for bills to remain overdue
- Onerous clause in issue of BG/LC/standby letters of credit
- 11. In merchanting trade, import leg not revealed to the bank
- 12. Request received from the borrower to postpone the inspection of the godown for flimsy reasons
- 13. Delay observed in payment of outstanding dues
- 14. Financing the unit far away from the branch
- 15. Claims not acknowledged as debt high
- 16. Frequent invocation of BGs and devolvement of LCs
- 17. Funding of the interest by sanctioning additional facilities
- 18. Same collateral charged to a number of lenders
- 19. Concealment of certain vital documents like master agreement, insurance coverage
- 20. Floating front / associate companies by investing



borrowed money

- 21. Reduction in the stake of promoter / director
- 22. Resignation of the key personnel and frequent changes in the management
- 23. Substantial increase in unbilled revenue year after year.
- number of transactions with 24. Large inter-connected companies and large outstanding from such companies.
- 25. Significant movements in inventory. disproportionately higher than the growth in turnover.
- 26. Significant movements in receivables, disproportionately higher than the growth in turnover and/or increase in ageing of the receivables.
- 27. Disproportionate increase in other current assets.
- 28. Significant increase in working capital borrowing as percentage of turnover.
- 29. Critical issues highlighted in the stock audit report.
- 30. Increase in Fixed Assets, without corresponding project increase in turnover (when implemented).
- 31. Increase in borrowings, despite huge cash and cash equivalents in the borrower's balance sheet.
- 32. Liabilities appearing in ROC search report, not reported by the borrower in its annual report.
- 33. Substantial related party transactions.
- 34. Material discrepancies in the annual report.
- 35. Significant inconsistencies within the annual report (between various sections).
- 36. Poor disclosure of materially adverse information

- and no qualification by the statutory auditors.
- 37. Frequent change in accounting period and/or accounting policies.
- 38. Frequent request for general purpose loans.
- 39. Movement of an account from one bank to another.
- 40. Frequent ad hoc sanctions.
- 41. Not routing of sales proceeds through bank
- 42. LCs issued for local trade / related party transactions
- 43. High value RTGS payment to unrelated parties.
- 44. Heavy cash withdrawal in loan accounts.
- 45. Non submission of original bills.

#### **PNB Fraud Instance**

The recent PNB fraud at Mumbai's Road Branch has been an outcome of issue of bank guarantees (BGs)/Letters of Undertaking (LoU) in favour of the overseas supplier/bank in certain import transactions. The Reserve Bank of India has issued a Master Circular detailing the guidelines for issue of bank guarantees and in particular has set out norms and precautions in issuing guarantees including unsecured guarantees. In particular to avert any fraud instance the guidelines state that while issuing FGs, banks should satisfy about customer's ability/capacity to reimburse the bank in case it is required to honor the commitments under the Financial Guarantee (FG). Also importantly it states that Banks should refrain from issuing BGs on behalf of customers who do not enjoy credit facilities with them other than customers of co-operative banks against counter guarantee of the co-op. bank which have sound credit appraisal and monitoring systems as well as robust Know Your Customer (KYC) regime. Apart from that it insists on certain



internal and external control systems and precautions of the following order:

- 1. BGs should be issued in serially numbered security forms;
- 2. While forwarding the BGs to the beneficiaries, caution them to verify the genuineness of the guarantee with the issuing bank.
- 3. BGs for Rs. 0.50 Lakh and above are to be signed by two officials jointly. A lower cut-off point, depending upon the size and category of branches, may be prescribed by banks, where considered necessary.
- 4. Allow deviation from the two signatures discipline should be only in exceptional circumstances. In such cases there should be a system for subjecting such instruments to special scrutiny by the auditors or inspectors at the time of internal inspection of branches.
- 5. Banks can issue BGs/Letter of Undertaking (LoU)/ Letter of Comfort (LoC) in favour of the overseas supplier, bank and financial institution up to USD 20 Mn. per import transaction for a period up to one year for import of all non-capital goods permissible under the Foreign Trade Policy (except gold) and up to three years for import of capital goods, subject to prudential norms issued by the Reserve Bank from time to time. The period of such guarantees/LoUs/LoCs has to be co-terminus with the period of credit, reckoned from the date of shipment;
- 6. Avoid giving unsecured guarantees in large amounts for medium and long-term periods and such commitments to particular groups of customers and/or trades;
- 7. For individual constituent, unsecured guarantees should be limited to a reasonable proportion of

- the bank's total unsecured guarantees and constituent's equity. The BG exposure on behalf of any individual constituent or group is subject to the prescribed exposure norms;
- 8. Not to encourage parties to over-extend their commitments as the BG contains inherent risks.

However in the PNB fraud instance perhaps most of these guidelines are breached and in fact not followed by the concerned branch. Today we assign this fraud more to the systemic failure or cyber risks factors but it is not so uncertain that given the size of transactions and their frequent occurrence could well have been checked if these checks and balances were to be followed by the internal and external auditors. Security, Maturity and Purpose are three vital elements that need to be weighed against any issue of a Bank Guarantee or LoU. If it is a case of an existing borrower having fund and non-fund based limits than the security aspect can be evaluated easily. In the absence of any outstanding exposure Banks should refrain from issuing BGs on behalf of customers as per RBI directive.

#### Auditors' Role

The Circular also call upon the auditors' role to an instance where the transactions in the account or the documents point to the possibility of fraudulent transactions in the account. And it suggests that in such a situation, the auditor may immediately bring it to the notice of the top management and if necessary to the Audit Committee of the Board (ACB) for appropriate action. This should not be confused with statutory reporting in terms of Rule 13 of the Companies (Audit and Auditors) Rules, 2014 pursuant to the requirement of Section 143(12) of the Companies Act, 2013 which inter alia provide for intimation of an offence of fraud involving such amount or amounts as may be prescribed, being or



has been committed in the company by its officers or employees to the Central Government within such time and in such manner as may be prescribed. Further the RBI Master Direction No. RBI/DBS/2016-17/28 DBS.CO.CFMC.BC.No.1/23.04.001/2016-17 on "Frauds — Classification and Reporting by commercial banks and select Fls" dated July 1, 2016 narrate certain acts to constitute fraud for reporting purpose. At the same time the ICAI on its part has issued an extensive guidance note for the benefit of auditors'. Yet bank frauds do happen and are not

uncommon. The whole idea is to prevent them or to detect them and report to the RBI at the earliest point in time. Hence it is an onerous duty of every bank auditor (statutory, concurrent, internal, stock auditor etc.) to bring it to the notice of the management /RBI every such instance of a transaction whether or not bearing Early Warning Signals (EWS) or Red Flagged nomenclature (RFA) along with his independent opinion on the possibility of fraud.

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mentioned is follows:



#### CA. Sanjeev Singhal Email: ca.sanjeevkumar@hotmail.com

The Word Rent-a-Cab has not been defined in the CGST Act, 2017. The Word has been used in CGST Act 2017 only once u/s 17(5). Paragraph

#### Section -17(5) of the CGST Act,2017 says;

- (iii) rent-a-cab, life insurance and health insurance except where--
- (A) the Government notifies the services which are obligatory for an employer to provide to its employees under any law for the time being in force; or
- (B) such inward supply of goods or services or both of a particular category is used by a registered person for making an outward taxable supply of the same category of goods or services or both or as part of a taxable composite or mixed supply; and

Here I am going to discuss the word Rent a cab as the word is used for denying the input credit. Means thereby, if any supplier of Goods or Services uses this service, it will not be allowed as Input Tax Credit. First of all there is no logic behind the fact that why this service is not eligible for ITC. Second what constitute Rent a Cab.

Is the world "Rent-a-Cab" constitute any "motor vehicle" or Motor Cab or Maxi Cab or Stage carrier or Contract Carrier as defined in the Motor Vehicle Act, 1988.

Why this question is of immense importance because, if any, supplier hire bus or other vehicle carrying more than six passenger for his employees, does it fall under Rent-a-cab and is disallowed u/s 17[5] of the CGST Act,2017. If it does not fall under rent-a-cab, it means supplier of services can take credit of ITC.

Before we move on to GST on this issue, we need to make analysis of Rent-aCab under Service Tax in earlier law.

Section 65(20) - "Cab means -

- (i) a motor cab, or
- (ii) a maxi cab, or
- (iii) any motor vehicle constructed or adapted to carry more than twelve passengers, excluding the driver, for hire or reward: Provided that the maxi cab referred to in sub-clause (ii) or motor vehicle referred to in sub-clause (iii) which is rented for use by an educational body imparting skill or knowledge or lessons on any subject or field, other than a commercial training or coaching centre, shall not be included within the meaning of cab." Rent-a-Cab in GST –Unfolding the Mystery

However, as per Notification No. 20/2012-ST dated 05-06-2012, the provisions of Section 65 shall not apply with effect from 01-07-2012. It means, in the Negative List regime, the definitions contained in Section 65 are no longer applicable for service provided or agreed to be provided on or after 01-07-2012. The new definitions are contained in section 65B of the Finance Act, 1994 which do not define 'Rent-A-Cab' or any similar service. Therefore above definition is provided in section 65[20] was made redundant in post Negative list era



of Service tax.

Any person providing service of 'renting' of motor vehicle designed to carry 'passengers', which is not covered under the negative list u/s 66D and also not exempted vide Notification No.25/2012-Service Tax, dated the 20th June, 2012 is covered in the description of rent-a-cab service. It can be clearly seen that renting of any motor vehicle (and not just a cab/taxi) is included. It means it includes renting of motor cars, motor cabs, maxi cabs, mini buses, buses and all other motor vehicles which are designed to carry passengers, irrespective of its passenger carrying capacity.

#### Rent-a-Cab in GST

Since the rent-a-cab has not been defined under GST Act, we need to analyse the same word taking the help of Motor Vehicle Act,1988.

Dictionary meaning of Rent a cab is "Taxi".

"motor vehicle" or "vehicle" means any mechanically propelled vehicle adapted for use upon roads whether the power of propulsion is transmitted thereto from an external or internal source and includes a chassis to which a body has not been attached and a trailer; but does not include a vehicle running upon fixed rails or a vehicle of a special type adapted for use only in a factory or in any other enclosed premises or a vehicle having less than four wheels fitted with engine capacity of not exceeding thirty-five cubic centimeters;

"Radio taxi" means a taxi including a radio cab, by whatever name called, which is in two-way radio communication with a central control office and is enabled for tracking using Global Positioning System (GPS) or General Packet Radio Service (GPRS).

'Stage Carriage' means a motor vehicle constructed or adopted to carry more than six passengers excluding the driver for hire or reward at separate fairs paid by or for individual passengers, either for the whole journey or for stages of the journey [section 2(40) of the Motor Vehicles Act, 1988].

Motor Cab Section 2(25) of Motor Vehicles Act, 1988 defines 'motor cab' as any motor vehicle constructed or adapted to carry not more than 6 passengers excluding driver, for hire or reward

Section 2(7) of the Motor Vehicles Act defines a 'contract carriage' as follows: 'Contract carriage' means a motor vehicle which carries a passenger or passengers for hire or reward and is engaged under a contract, whether express or implied, for the use of such vehicle as a whole for the carriage of passengers mentioned therein and entered into by a person with a holder of a permit in relation to such vehicle or any person authorized by him in this behalf on a fixed or an agreed rate or sum— (a) on a time basis, whether or not with reference to any route or distance; or (b) from one point to another; - - and in either case, without stopping to pick up or set down passengers not included in the contract anywhere during the journey, - - and includes— (i) a maxi-cab; and (ii) a motor-cab notwithstanding that separate fares are charged for its passengers. Thus, the essential ingredient of a contract carriage is that it plies under a contract for a fixed set of passengers, and does not allow any

### Rent-a-Cab in GST-Unfolding the Mystery

### **Gurugram Branch of NIRC**



other passenger to board or alight from the carriage at will. A 'contract carriage' carries passengers as a group and cannot pick up passengers en-route.

As per section 2(22) of Motor Vehicles Act, 1988 'maxi cab' means any motor vehicle constructed or adapted to carry more than 6 passengers, but not more than 12 passengers, excluding the driver, for hire or reward. These vehicles are more popularly known as vans, Innova, sumo etc

After going through the above definitions in Motor Vehicle Act, it can be concluded that Rent-a-cab falls under the definition of "motor cab" which can not carry more than six passenger

Though in case of Service Tax, all motor vehicle meant to carry passenger was covered in Rent-a-cab service.

Conclusion; Therefore in my opinion, if any supplier of goods or services hires bus or any other motor vehicle carrying more than six passenger for their employees or otherwise, shall not fall under the definition of rent-a-cab u/s 17[5] and ITC will be allowed on this service which falls under the SAC - 9964.

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#### Disclaimer:

The contents of this article are solely for information and knowledge and does not constitute any professional advice or recommendation. Author does not accept any liability for any loss or damage of any kind arising out of this information set out in the article and any action taken based thereon.

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#### CA Sanjeev Bajaj and CA Ashok Malhotra

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Effective from:

#### 01 April 2018:

For all Inter-state supply

#### (updated on 12th Mar., 2018)

Where goods are transported in own conveyance, or a hired one or by railways or by air or by vessel, the document to be carried with the goods is called E-way bill. This document must accompany the goods in movement if the value of such goods exceeds fifty thousand rupees.

(Value for this purpose: "the consignment value of goods shall be the value, determined in accordance with the provisions of section 15, declared in an invoice, a bill of supply or a delivery challan, as the case may be, issued in respect of the said consignment and also includes the central tax, State or Union territory tax, integrated tax and cess charged, if any, in the document and exclude the value of exempt supply of goods where the invoice is issued in respect of both exempt and taxable supply of goods")

#### A. The E-way bill is not required if:

- The value of goods consigned does not exceed fifty thousand rupees.
- 2. The transported goods are specified in Annexure attached.
- 3. If the goods are transported in non-motorized conveyance.
- 4. Where goods are transported from the port, airport, air cargo complex and land custom station to an inland container depot or container freight station for clearance by customs;
- 5. In respect of movement of goods within such

- area as notified by SGST / UGST, under clause (d) of sub-rule (14) of rule 138, of that state's GST Rules.
- 6. Where the goods, other than de-oiled cake, being transported are specified in the Schedule appended to notification No. 2/2017- Central tax (Rate) dated the 28th June, 2017, i.e exempted goods.
- where the goods being transported are alcoholic liquor for human consumption, petroleum crude, high speed diesel, motor spirit (commonly known as petrol), natural gas or aviation turbine fuel; and
- 8. where the goods being transported are treated as no supply under Schedule III of the Act. (Author's opinion there is no such goods, which can be transported under Schedule III of the Act.)
- 9. Where the goods are being transported
- under customs bond from an inland container depot or a container freight station to a customs port, airport, air cargo complex and land customs station, or from one customs station or customs port to another customs station or customs port, or
- under customs supervision or under customs seal;
- 10. where the goods being transported are transit cargo from or to Nepal or Bhutan;
- 11. where the goods being transported are exempt from tax under notification No. 7/2017-Central Tax (Rate), dated 28th June 2017 published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i), vide number G.S.R 679(E)dated the 28th June, 2017 as amended from time to time and notification No. 26/2017Central Tax (Rate), dated the 21st September, 2017 published in the Gazette of India, Extraordinary, Part II, Section 3,

Sub-section (i), vide number G.S.R 1181(E) dated the 21st September, 2017 as amended from time to time:

- 12. any movement of goods caused by defence formation under Ministry of defence as a consignor or consignee;
- 13. where the consignor of goods is the Central Government, Government of any State or a local authority for transport of goods by rail;
- 14. where empty cargo containers are being transported; and
- 15. where the goods are being transported upto a distance of twenty kilometers from the place of the business of the consignor to a weighbridge for weighment or from the weighbridge back to the place of the business of the said consignor subject to the condition that the movement of goods is accompanied by a delivery challan issued in accordance with rule 55.

## B. E-way must be issued, irrespective of the value of Consignment:

- Where goods are sent by a principal located in one state to a job worker located in any other state, by the principal or by the Job worker if registered.
- ii. Where handicraft goods as specified are transported from one state to another state, by a person who has been exempted to take registration, by the said person.
- iii. Where casual taxable person having turnover less than rupees 20 lacs in aggregate making taxable supply of handicraft goods and exempted to take registration.

## C. E-way bill is required to be issued for movement of goods:

- a. In relation to a supply
- b. For reasons other than supply
- c. Due to inward supply from an unregistered

person

- D. The E-Way bill should be generated from the website www.ewaybillgst.gov.in
- E. There are two parts of E-way bill, to be completed before commencement of such movement. (FORM GST EWB-01)

FORM GST EWB-01							
	(Part A)						
A-1	GSTIN of Supplier (If not registered, then write "URP")						
A-2	Place of dispatch (Write PIN Code)						
A-3	GSTIN of recipient (If not registered, then write "URP")						
A-4	Place of Delivery (Write PIN Code)						
A-5	Document Number (of Tax Invoice or Bills of Supply or Delivery challan or Bill of entry)						
A-6	Document Date						
A-7	Value of Goods						
A-8	HSN Code (Write first 2 digits for annual turnover upto 5 crores in proceeding financial year, else write first 4 digits)						
A-9	Reason for Transportation (Supply or Export or Import or Job work or SKD or CKD or Recipient not known or Line Sales or Sales return or Exhibition or fairs or For own use or others)						
(Part	(Part B)						
B-1	Vehicle Number						
B-2	B-2  Transportation Document Number (Goods Receipt Number or Railway Receipt Number or Forwarding Note number or Parcel way bill number issued by railways or Airway Bill Number or Bill of Lading Number) / Defence Vehicle No./ Temporary Vehicle Registration No. / Nepal or Bhutan Vehicle Registration No.						

#### Who will generate the E-Way Bill

A registered person as a Consignor or the recipient of supply as consignee, who transport goods, by his own conveyance or hired one or public conveyance by road shall generate the e-way bill after furnishing the information in Part B in GST EWB-01.

(Before generation, a registered person, who causes movement of goods, shall fill Part-A of GST EWB-



o1, along-with such other information, on the common portal and a unique number will be generated on the common portal. The unique number so generated shall be valid for 15 days for updation of Part- B)

However, in case of transport by road, if e-way bill is not generated by either consignor or consignee, and the goods are handed over to the transporter, then e-way bill shall be generated by the transporter on the basis of the information furnished by the registered person (in case supplier is unregistered than by registered recipient, if known at the time of commencement of the movement of goods) in Part-A of GST EWB-01.

Further, transporter on an authorization received from registered person may furnish the information in Part A of GST EWB-01 on the common portal and a unique number shall be generated.

In case of transport by e-commerce or courier agency, on authorization received from the consignor, such e-commerce operator or courier agency, may furnish the information in Part A of GST EWB-01 on the common portal and a unique number shall be generated.

In case of transport by rail, air, or vessel, e-way has to be generated by the registered person, either by supplier or recipient before or after commencement of movement furnishing the information in Part B GST EWB-01. Provided that the railways shall not deliver the goods unless the e-way bill is produced at the time of delivery.

#### G. Validity of E-way Bill –

1. In case of movement by road, the E-way bill will not be a valid document, unless the information in Part B of GST EWB-01 is furnished, except in case of movement upto 50 Kms, from the place of business of the consignor to the place of transporter and vice-versa, within the same state /

UT.

2. An E-way bill or a consolidated e-way bill shall be valid for one day for a distance of 100 Km for other than Over Dimension Cargo. For every additional 100 Km, one additional day will be granted, unless it is extended.

For Over Dimension Cargo, the e-way bill be valid for one day for a distance of 20 Km, and for every additional 20 Km, one additional day will be granted.

## (The meaning of "Over Dimension Cargo" as per rule 93 of the central Motor Vehicle Rules 1989)

In case of any circumstances of exceptional nature, including transhipment, where the goods cannot be transported within validity period of e-way bill, the transporter may extend the validity period after updating the details on common portal in Part B of Form GST EWB-01, if required.

The validity of e-way bill shall be counted from the date and time at which the e-way bill has been generated, and each day shall be counted as the period expiring at midnight immediately following the date of generation of e-way bill.

3. The e-way bill generated from the common portal, shall be valid in every state and union territory.

#### H. Cancellation of E-way Bill:

In case, goods are not moved / transported, or not transported as per the details furnished in the e-way bill, due to any reason, the same may be cancelled within 24 hours of generation. However, E-way bill can't be cancelled, if the same is verified in transit by any authorized officer.

**I. Unique e-way bill number (EBN)** – After generation of E-way Bill, a unique e-way bill number shall be made available by the common portal, to the supplier, recipient and the transporter.



J. Transfer of goods from one conveyance to another conveyance - In case of transfer of goods from one conveyance to another conveyance, either consignor or the recipient who has filled the information in Part A or the transporter, should update such information, before such transfer and further movement of goods, for that E-Way bill on the common portal in FORM GST EWB-01.

K. Assignment of goods from one transporter to another transporter - In case of assignment of goods from one transporter to another registered or enrolled transporter, either consignor or the recipient who has filled the information in Part A or the transporter, may assign the e-way number to other transporter for updating such information, in Part -B for that E-Way bill on the common portal in FORM GST EWB-01, for further movement of goods.

Once the details of the conveyance has been updated by the transporter in Part -B for that E-Way bill on the common portal in FORM GST EWB-01, the consignor or the recipient who has filled the information in Part A, shall not be allowed to assign the e-way bill number to other transporter.

#### L. Consolidated E-way Bill:

- Where multiple consignments are transported in one conveyance, the transporter should generate a consolidated E-way bill (FORM GST EWB-02) with the serial numbers of all e-way bills from common portal prior to movement of goods.
- In case the supplier / recipient has not generated E-way bill, being the value less than rupees fifty thousand, for each invoice, and handed over it to the transporter, then the

transporter, except transportation of goods by railways, air and vessel, will generate E-way bill in respect of interstate supply, on the basis of invoice or bill of supply or delivery challan and also generate a consolidated E-way bill, if the total value of all the goods in a conveyance exceeds fifty thousand rupees, on the common portal prior to movement of goods.

#### M. Other Points:

- When the movement is caused by an unregistered person, in his own conveyance or in a hired one or through a transporter, E-way bill may be generated by him or the transporter.
- ii) When the movement is caused by an unregistered person, to a recipient who is registered, the movement shall be said to be caused by such recipient, if the recipient is known at the time of commencement of such movement.
- iii) details of conveyance in Part B, may not be furnished, if the distance is less than ten kilometres from the place of business of the consignor to the place of business of the transporter, for further transportation and vice versa, within the same State/Union territory
- iv) The e-way bill can be generated either by registered person or the transporter, voluntarily even if the value of the consignment is less than rupees fifty thousand.
- v) In case of goods being transported are supplied through ecommerce operator, the information in PART A of GST FORM EWB-01, shall be furnished by such ecommerce operator.
- vi) The information provided on common portal for generation of E-way bill, shall be made available to the registered supplier by common



portal, to use for filing outward return (FORM GSTR-1). In case of unregistered supplier or unregistered recipient, this information will be sent by email or sms on mobile.

- vii) The details of e-way bill generated, shall be made available to:
- the registered supplier if Part A of e-way has been furnished by the recipient or the transporter, and
- the registered recipient if Part A of e-way has been furnished by the supplier or transporter

to communicate his acceptance or rejection of the consignment.

In case the acceptance / rejection is not communicated within 72 hours of the details made available to him, or the time of delivery of goods, whichever is earlier, it will be deemed as acceptance.

Viii) The person in-charge of conveyance shall carry the invoice or bill of supply or delivery challan and a copy of e-way bill either physically or in e-way bill number in electronic form or mapped to Radio Frequency Identification Device embedded on to the conveyance.

However, it will not be applicable for movement of goods by rail or by air or vessel.

Invoice Reference Number can also be generated from the common portal, and can be produced for verification in lieu of tax invoice (FORM GST INV-1), which will be valid for 30 days from the date of uploading. This also facilitated in auto populated uploading of Part A of e-way bill.

However, where circumstances so warrant, the Commissioner, may allow to carry tax invoice/bill of supply/bill of entry or a delivery challan, instead of e-way bill.

#### (ix) Verification of Documents and conveyances

- 1. A proper officer authorized by the Commissioner may intercept the conveyance to verify the e-way bill during intra-state or inter-state movement of goods.
- The verification can also be carried out through Radio Frequency Identification Device embedded on to the conveyance.
- The physical verification of conveyance shall be carried out by the proper officer authorized in this behalf.
- 4. A summary report of every inspection of goods in transit shall be recorded by the proper officer online on common portal, within 24 hours (Part A of FORM GST EWB-03) and final report within three days of such inspection. (Part B of FORM GST EWB-03).
- 5. When the physical verification of goods being transported in any conveyance has been done at one place, no further physical verification of the said conveyance shall be carried out within the state again, unless a specific information relating to evasion of tax is made available subsequently.
- Where a vehicle is intercepted and detains for a period exceeding 30 minutes, the transporter may upload the said information on common portal (FORM GST EWB-04).
- 7. Note: In the above notes, where ever State is written, it includes UT

#### Rules

138, 138 A, 138 B, 138 C, and 138 D.

#### **Notifications**

Notification No. 27/ 2017 Central Tax Dated 30th Aug. 2017 – Incorporation of rules.

Notification No. 32/2017 Central Tax Dated 15th Sept. 2017 – Meaning of Handicraft goods

Notification No. 34/2017 Central Tax Dated 15th Sept. 2017 - Handicraft goods

Notification No. 74/2017 Central Tax Dated 29th Dec. 2017 – Effective date for implementation of e-way.

Notification No. 3/2018 Central Tax Dated 23rd Jan. 2018 – Amendments for implementation of e-way.

Notification No. 12/2018 Central Tax Dated 07th Mar. 2018 – Amendments of E-way bill rules.

**Forms** 

FORM GST EWB-01, FORM GST EWB-02, FORM GST EWB-03, FORM GST EWB-04 and FORM GST INV-01.

Annexure of exempted items - from issue of E-way Bill

S. No.	Description of goods				
1	Liquefied petroleum gas for supply to household and non-domestic exempted category (NDEC)				
	customers				
2	Kerosene oil sold under PDS				
3	Postal baggage transported by Department of Posts				
4	Natural or cultured pearls and precious or semi-precious stones; precious metals and metals clad				
4	with precious metal (Chapter 71)				
5	Jewellery, goldsmiths' and silversmiths' wares and other articles (Chapter 71)				
6	Currency				
7	Used personal and household effects				
8	Coral, unworked (0508) and worked coral (9601)				

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#### **Elected New Office Bearers 2018-19**



### Standing from Left to Right:

CA. NAVEEN GARG - Executive Member, CA. AMIT GUPTA- Treasurer,

CA. SANDEEP GARG - Immediate Past Chairman, CA. RAKESH K. AGARWAL - Chairman

CA. MANISH GOYAL - Secretary, CA. VIPUL JAIN - Executive Member,

CA. ARUN AGGARWAL - Vice Chairman, CA. Lalit Aggarwal—Executive Member

### Seminar on "Women Members 2018"



Topic: Seminar on "Women Members 2018"

**Audience: Members** 

Speaker: CA. Rajesh Sharma, Dr. Nisha Jain, Ms Nidhi Nupur & CA. Nidhi Bhaskar

Date & Day: 12th January 2018, Friday



### Workshop on "Goods & Services Tax"



Topic: Workshop on "Goods & Services Tax"

**Audience: Members** 

Speaker: CA. Atul K. Gupta, CA. Naveen Garg, CA. Mohit Singhal & CA. Ashish Chaudhary

Date & Day: 21st January 2018, Sunday



### Branch Foundation Day and Republic Day on Friday, 26th January 2018



### Branch Foundation Day and Republic Day on Friday, 26th January 2018



### Conference on "Budget 2018 Financial and Health Talk"



Topic: "Budget 2018 Financial and Health Talk"

**Audience:** Members

Led By: CA. Dr. Girish Ahuja, CA. Ashok Batra, CA. Amarjeet Chopra & Dr. Naresh Trehan

Date & Day: 7th February 2017, Wednesday



## Cricket Tournament for CA's on 17th & 18th February 2018



### Cricket Tournament for CA's on 17th & 18th February 2018



### Seminar on "Bank Audit"



Topic: Seminar on "Bank Audit"

**Audience**: Members

Led By: CA. Amarjeet Chopra & CA. Ajay Jain

Date & Day: 08th March 2017, Thursday



SAG Infotech Pvt. Ltd. having its registered office at Plot No 495, Above Bank of Baroda, Raja Park Gali No 5, Near AC Market, Raja Park, Jaipur — 302004, Rajasthan, India.

And

Gurugram Branch of NIRC of ICAI having its registered office at 60A, 3rd Floor, Sector-18, Gurugram, 122001, Haryana.

WHEREAS, SAG Infotech Pvt. Ltd. is a reputed IT Company AND WHEREAS, Gurugram Branch of NIRC of ICAI, is an branch of NIRC of Chartered Accountants.

In this Regard. Upon successful implementation of the arrangement, both parties are interested to work together for a mutually beneficial and strategic alliance in respect of the benefit of Chartered Accountants of Gurugram Branch of NIRC of ICAI.

#### NOW THEREFORE THIS MOU WITNESSETH AS FOLLOW CONDITIONS:

- 1. The objective of this MoU is primarily to establish a fruitful association with Gurugram Branch of NIRC of ICAI and SAG Infotech Pvt. Ltd.
- 2. SAG Infotech Pvt. Ltd.'s Genius software, primarily used by Chartered Accountants, is used for Taxation purpose and very popular software across India and available at an MRP of 10,000 (Exclusive Taxes).
- 3. SAG Infotech Pvt. Ltd, is willing to provide this said product with name of Genius to all Chartered Accountants, under Gurugram Branch of NIRC of ICAI, with a discount of 50%. Therefore, all Chartered Accountants, under Gurugram Branch of NIRC of ICAI exclusively get this software with name of Genius at Rs. 5,000 (Exclusive Taxes).
- 4. Gurugram branch will share this understanding with its members through suitable means.
- 5. SAG Infotech Pvt. Ltd. will treat each Chartered Accountant, under Gurugram Branch of NIRC of ICAI, as an individual customer of Company and all conditions which are applicable to any other customer will be applicable to them as well. (Separate Document of Customer Guidelines/Conditions is attached).

#### Overview of 'Lite Bite Foods' and Validity

'Lite Bite Foods' is one of the largest & most dynamic Food & Beverage retail company in the country, with over 14 core brands & 6 Franchise brands under its umbrella. We have 95 operational outlets in India, Bangkok, Singapore, Abu Dhabi, Dubai & United States of America & with a plan of opening 31 new outlets company aims to become one of the largest Food & Beverage players in India by 2016. Currently we have a strong presence in Malls, High Streets, Airports, Multiplexes, Office complexes, Hotels and other high footfall locations.

Our awarded hero brands are Punjab Grill, Zambar, Fresco Co, Asia 7, Street Foods By Punjab Grill, Baker Street, Artful Baker, Pino's, Flamez & Roasted, Naashto, American Tandoor, Savour (Outdoor Catering Brand), Clink, Bottoms Up. We also run Franchise stores of Subway, KFC, Pizza Hut, Burger King, and Café Istanbul.

We invite all are members to avail this opportunity at their restaurants.

#### The Terms and Conditions offered will be as follows:

- 1. Fine Dining Restaurants & Casual Dining Restaurants will offer 15% discount on food & soft beverage. The restaurant covered under this policy will be:
  - a) Punjab Grill
  - b) Asia Seven
  - c) Zambar- Coastal Kitchen
  - d) Fresc co
  - e) Bottoms Up
- 2. Quick Service Restaurants will offer 10% discount on food. The restaurant covered under thispolicy will be:
  - a) Baker Street
  - b) Pino's
  - c) Street Foods by Punjab Grill
  - d) Subway
  - e) Asia Seven Express
  - f) Zambar Express

#### Other applicable Conditions:

- All Discount OFFER(s) are NOT applicable on Festivals and Public Holidays.
- All Discount applicable on Saturdays and Sundays also.
- Discounts are only applicable on showing valid Membership Card/CA logo visiting card at the time on Dining.
- The menu prices at Outlets are subject to change without any prior notice.
- The conditions mentioned on the menu are applicable.

### Corporate tie-up

## Gurugram Branch of NIRC



- Taxes and other Govt. levies are applicable.
- No other offers, exemptions or discount schemes can be clubbed with this corporate offer.
- Discounts are not applicable on Hard drinks & MRP products.
- Discount are not applicable at Airport/ railway/ Metro outlets.
- Mode of Payment-Cash / Credit Cards.

S.No	Outlet Name	Location	Outlet Landline No.	Address	
1	ASIA 7	Ambience Mall	0124-4665571	Shop No. 318, 3rd Floor, Next to Food Court, Ambience Mall, Gurugram.	
2	BAKER STREET	Ambience Mall	0124-4665567	Shop No.16, Food Union, 3rd Floor, Ambience Mall, Gurugram.	
3	FRESC CO	Ambience Mall	0124-4665572	Shop No. 317, 3rd Floor, Next to Food Court, Ambience Mall, Gurugram.	
4	PINO'S	Ambience Mall	0124-4665495	Shop No. 14, 3rd Floor, Food Union, Ambience Mall, Gurugram.	
5	PUNJAB GRILL	Ambience Mall	0124-4665478	Shop No. 319, 3rd Floor, Next to Food Court, Ambience Mall, Gurugram.	
6	SF by PG	Ambience Mall	0124-4665513	Shop No. 02, 3rd Floor, Food Union, Ambience Mall, Gurugram.	
7	SF by PG	MGF Metropolitan Mall	0124-4222238	Shop No. 05, 3rd Floor, Food Court, MGF Metropolitan Mall, Gurugram.	
8	SF by PG (Delivery Only)	Udyog Vihar	0124-4236633	Plot - 317 Udyog Vihar Phase - 4 Gurugram	
9	SUBWAY	Ambience Mall	0124-4665515	Shop No. 04, 3rd Floor, Food Union, Ambience Mall, Gurugram.	
10	SUBWAY	DT Mega Mall	0124-4015577	3rd Floor, Food Court, DT Mega Mall, Gurugram.	
11	SUBWAY	Cyber Green	0124-4016962	Ground Floor, Food Court, Cybergreen Tower, DLF Phase-III, Gurugram.	
12	SUBWAY	Fortis Hospital	0124-4039728	Fortis Hospital Sector 44, Gurugram Haryana	
13	ZAMBAR	Ambience Mall	0124-4665639	Shop No. 310, 3rd Floor, Next to Food Court, Ambience Mall, Gurugram.	
14	ZAMBAR	Cyber Hub	91-8130450438	Ground Floor, Cyber Hub, Cyber City, Gurugram	

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### Administration



#### Feedback & Suggestions

Gurugram Branch will be happy to receive the feedback from you regarding the seminars/workshops and other activities organized by branch.

You may please send feedback at-

Gurugram Branch of NIRC of ICAI requests the members & students to come forward & share the articles (Professional & other) to be published in the upcoming newsletter. The submissions may be sent to <a href="mailto:itticaigurgaon@gmail.com">itticaigurgaon@gmail.com</a> with the subject line (Article Newsletter).

Regarding	Email	Subject line
Seminars/Workshops	icaigurgaon@gmail.com	Sub: Seminar
Others	icaigurgaon@gmail.com or arunaggarwalca@gmail.com	Feedback

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