

21 June 2019

Vendors Name, BHARTI AXA LIFE INSURANCE

Address:

Sub: Mismatch in tax invoices details provided to Bharti Axa Life Insurance Company Ltd vis-a-vis GSTR-2A details as on GSTN portal

We, _____ (Vendor Name), refer to our contractual arrangement to provide services to Bharti Axa Life Insurance Company Limited (hereafter referred as 'BALI') and have been providing services on a regular basis during the financial year 2017-18.

The Goods and Services Tax ('GST') legislation (effective from 1 July 2017) prescribes for conditions for availing of input tax credit and utilization thereof in the hands of a registered assessee (i.e. recipient of the goods/ services). As per Section 16 of the Central Goods and Services Tax Act, 2017 ('CGST Act'), one such condition to claim input tax credit is that the vendor has paid the tax to the government and filed a valid return as prescribed by the Government.

Keeping in compliance with the aforesaid provisions, it appears that the following discrepancies have surfaced with regard to the compliances required to be undertaken by _____ (Vendor Name) as the supplier of services.

Invoices that have been paid to _____ (Vendor Name) by BALI but which are not appearing in BALI's GSTR-2A

As per our records, BALI has received invoices from _____ (Vendor Name) against services purchase for which BALI has already paid _____ (Vendor Name) the full value of the supply as well as the GST tax applicable thereon. A detailed listing of the said invoices and relevant details is enclosed in **attached email**. This Annexure shall form a part of the Indemnity Bond.

As per BALI records and reconciliation up to 31st March, 2018 it is to be noted that the invoices listed in emails have been reported by _____ (Vendor Name) as B2C in GST Return filings (Form GSTR-1) as a result of which the said invoices are not visible in GSTR-2A of BALI. Given that BALI has received the goods/services and the original tax invoice related to the same from our office and has diligently paid the same along with tax to us. We hereby confirm to BALI as below:

1. We have supplied goods/ services to BALI, as per the mentioned tax invoices during the period July 2017 to March 2018
2. Payment for the invoices along with the applicable tax as mentioned, has been duly paid by BALI and received by us
3. We have duly deposited the GST as mentioned against the corresponding invoices (along with interest, if applicable) into the Government Treasury.

<< To be executed on the stamp worth INR 500 after the name of Vendor company

4. We have wrongly reported the transactions mentioned in email as B2C instead of B2B.
5. We indemnify BALI for any penalty for incorrect availing of Input Tax credit due to failure on part of _____(Vendor Name) in complying with the provisions of the GST Legislation in relation to the Invoices mentioned in Email.

Further, in an event (during future audit, investigation or inquiry) where BALI is penalized for incorrect availing of input tax credit due to failure on your part in complying with the provisions of the GST legislation, BALI shall reserve the right to recover the interest and penalty amount as may be applied by the tax authorities.

We value our relationship with you and would urge that the letter is taken on record and duly acknowledged.

For any assistance in relation to the above letter, please reach out to _____<<Vendor to insert>>

Best Regards,

For _____(Vendor Name)

Authorized signatory

Name:-

Designation:-

Encl: Email: Details of invoices