

05 October 2019

Vendors Name:

Address:

Dear <<Name of Vendor representative>>

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

We, Vendor Name (hereafter referred as 'AXA'), refer to our contractual arrangement to provide services to Bharti Axa General Insurance Company Limited (hereafter referred as 'BAGI') in relation to our India operations and have been providing services on a regular basis during the financial year 2018-19.

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 BAGI but which are not appearing in BAGI's GSTR-2A

As per our records, BAGI has received invoices from Vendor Name against services purchase for which BAGI has already paid Vendor Name the full value of the supply as well as the GST tax applicable thereon. This Annexure shall form a part of the Indemnity Bond.

As per BAGI records and reconciliation up to 31st March, 2019 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 BAGI. Given that BAGI 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 BAGI as below:

1. We have supplied goods/ services to BAGI, as per the mentioned tax invoices during the period April 2018 to March 2019
2. Payment for the invoices along with the applicable tax as mentioned, has been duly paid by BAGI and received by us

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

3. We have duly deposited the GST as mentioned against the corresponding invoices (along with interest, if applicable) into the Government Treasury.
4. We have wrongly reported the transactions mentioned in email as B2C instead of B2B.
5. We indemnify BAGI 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

Further, in an event (during future audit, investigation or inquiry) where BAGI is penalized for incorrect availing of input tax credit due to failure on your part in complying with the provisions of the GST legislation, BAGI 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