**Annex-I**

**On the Letter Head of Customer( S1 customers)**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

M/s. Finetech Corporation Pvt. Ltd

3rd Floor, Court House, Lokmanya Tilak Marg,

Dhobi Talao, Mumbai- 400002

Ref: Supply of Polymer Material on Ex-works basis from Reliance Industries Ltd. and discharge of GST liability

Dear Sir/Madam,

1. With reference to the above, we authorise you to transport the goods from the plants of Reliance Industries Ltd. to our factories on “Freight to pay” basis and we will make the payment of freight bill to you. We also authorise the agent M/s ………………………… …………………….. to make the freight payment to you on our behalf and in turn claim the reimbursement of freight amount from us wherever paid by them.
2. Further, we hereby undertake to discharge payment of GST on GTA service under reverse charge method upon making payment to you either directly by us or through the agent M/s ……………………………………… ( name of the agent).
3. Our GST registration number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Thanking You,

Yours faithfully,

(Stamp and signature of customer)

CC: 1. Reliance Industries Ltd.

2……………………………… ( Name of the Agent )

**Annex-II**

**On the Letter Head of Customer( S9 customers)**

**[On the Letterhead of Customer]**

                                                                   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

Reliance Industries Ltd.

3rd Floor, Maker Chamber IV ,

222, Nariman Point,

Mumbai – 400021

**Sub: Discharging of Goods & Service Tax Liability on the Freight payable on Ex-Plant Dispatch**

As mutually agreed, RIL will be arranging the transportation of the “polymer” Ex-Factory. We hereby request you to recover such transportation charges from us along with the material cost in the same invoice by applying the GST rate of 18% , being that of the dominant supply i.e. “polymer” in our case.

Thanking You,

Yours faithfully,

(Stamp and signature of customer)

 Annex- III

**On the Letter head of Principal Customer( For Job Work)**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

M/s. Reliance Industries Limited.

3rd Floor, Maker Chamber IV ,

222, Nariman Point,

Mumbai – 400021Dear Sir,

We, M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of principal customer) hereby declare that M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of job worker) is our job worker located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of state). We intend to send the GST paid goods procured from you to the premises of the said job worker directly from your factory of manufacture.

A letter / declaration obtained from the said job worker is also enclosed herewith

You are requested to do the needful.

Thanking You,

Yours faithfully,

(Stamp and signature of customer)

 Annex- IV

**On the Letter head of Job Worker ( For Job Work )**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

M/s. Reliance Industries Limited.

3rd Floor, Maker Chamber IV ,

222, Nariman Point,

Mumbai – 400021

Dear Sir,

We, M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Job worker) hereby inform you that we are going to carry out job work activity on behalf of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Principal) for manufacturing of \_\_\_\_\_\_\_\_\_\_\_\_\_out of the GST paid goods \_\_\_\_\_\_\_\_\_\_to be received from you on behalf of Principal M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Principal).

You are requested to do the needful.

Thanking You,

Yours faithfully,

(Stamp and signature of JOB WORKER)

ACCEPTED.

(Stamp and signature of PRINCIPAL).

**Annex-V**

**On the Letter head of Customer ( For payment of customs duty, cess & IGST-only for supply from RIL SEZ )**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

M/s. Finetech Corporation Pvt. Ltd

3rd Floor, Court House, Lokmanya Tilak Marg,

Dhobi Talao, Mumbai- 400002

Ref: Payment of Customs Duty, Cess and GST by M/s. Finetech Corporation Pvt. Ltd.

Dear Sir/Madam,

1. We refer to the discussions held between us regarding payment of customs duty, Cess and GST by you on our behalf in respect of Polypropylene ("Products") purchased by us from Reliance Industries Limited's ("RIL") refinery located in the special economic zone under the purchase order/ agreement entered into between RIL and us.
2. Pursuant to the aforesaid agreement, we may from time to time place purchase orders on RIL for supply of Products, including through M/s ……………………………………( name of the Agent) Immediately on placement of any such order, we will notify you of the placement of such order and the customs duty payable in relation thereto.
3. We hereby request you to make payment of the customs duty, Cess and GST so notified by us or M/s…………….( name of the agent) in respect of each such purchase order.
4. We will, based on the statement of reimbursement furnished by you, reimburse to you (without demur or protest and without any withholding, deduction or abatement) the customs duty, Cess and GST so paid by you on our behalf (i) on the next working day, in case of cash payment terms; and (ii) within ten (I0) days from the date of dispatch of the Products from the refinery, in case of credit payment terms.
5. In consideration of you making payment of the customs duty Cess and GST, we shall pay to you service charges of an amount equal to Rs.50 per metric tonne of Product supplied by RIL to us. We will make such payment to you on or by the 10th of each month in respect of the Product supplied by RIL from the refinery in the immediately preceding month.
6. We shall be solely responsible and liable for, and shall bear and pay, any and all taxes (including, without limitation, Goods and Services tax), duties, levies and charges, applicable in respect of any amounts payable by us to you hereunder and shall, on request by you, furnish to you receipts and other supporting documents evidencing such payment.
7. If, for any reason whatsoever, we fail to make payment of any amount due to you on or by the due date specified herein above, you may, at your sole option, raise a claim for such amount on M/s ………………………………………….( Name of the agent ).
8. On any such claim being raised by you, M/s ………………………………………..( name of the agent) shall forthwith make payment of such amount to you in full without any set off, counter claim, withholding, deduction or abatement.
9. If any amount payable to you hereunder is not paid to you on or by the due date for payment, we will pay to you interest on such amount at the rate of 21% for credit payment terms and 36% for cash payment terms.
10. We agree that the rights and remedies set forth in this letter are in addition to and not in lieu of any other rights or remedies available to you under this letter or in law.
11. Kindly confirm your acceptance of the terms set out herein by returning to us a duplicate copy of this letter duly signed by your authorised representative.

Thanking You,

Yours faithfully,

(Stamp and signature of customer)

Agreed to and accepted by

(For Finetech Corporation Private Limited)

**Annex-VI**

**On the Letter head of Customer ( CHA Authorisation letter for supply from RIL SEZ )**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

The Jamnagar Specified Officer/Authorized Officer

Reliance Jamnagar SEZ,

 Jamnagar

Dear Sir,

Sub : Authorisation letter-Assessment of Bill of Entry ·towards purchase

of Polypropylene from M/s. Reliance Industries Ltd., a Unit at Reliance

Jamnagar SEZ (RSEZ)

1. We would like to inform you that, we hereby authorize Velji P. & Sons (CHA Licence Number CHA/JMR/R/14/03), Sajavat, Near Congress Bhawan, Limda Lane, Jamnagar- 361001 to file the Bill of entry towards purchase of Polypropylene from their Unit in RSEZ, on our behalf with your good office and get it assessed.
2. This authorization is being submitted in line with the sub rule No. 48 (1) of SEZ Rule 2006 dated 10.02.2006.

Kindly do the needful.

Thanking You,

Yours faithfully,

(Stamp and signature of customer)

CC: Copy to M/s. Reliance Industries Ltd., a Unit at Reliance Jamnagar SEZ (RSEZ)

 **Annex-VII**

**On Agent’s letterhead (only for supply from RIL SEZ )**  Date :

To,

Reliance Industries Limited

3rd Floor, Maker Chambers IV

222, Nariman Point

Mumbai – 400021

Sir,

 Re: **Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Reliance Industries Limited and \_M/s \_\_\_\_\_\_\_\_\_\_\_\_\_**[*Agent name*]

1. We refer to the agreement dated \_\_\_\_\_\_\_\_\_\_ (“Agreement”) entered into between Reliance Industries Limited (“RIL”) and us, wherein we have agreed to act as RIL’s del credere agent in respect of sale of products by RIL to the customers listed in Schedule 1 hereto and such other customers as may be notified by us to you (collectively “Customers”).
2. Pursuant to the said Agreement, we have deposited an amount of Rs.\_\_\_\_\_\_/- with you as ‘Security Deposit’ to secure you against any loss or damage that may be caused to or suffered by you by reason of any breach by us of any term or condition of the Agreement or in case of non-payment by any Customer of any amount payable by such Customer to you.
3. On request by the Customers, M/s Finetech Corporation Pvt. Ltd (“FCPL”) has agreed to make payment of the applicable customs duty, cess and GST in respect of Products purchased by such Customers from your special economic zone refinery, as detailed in the letter arrangement between each such Customer and FCPL.
4. If a Customer fails to pay any amount due to FCPL under the said letter arrangement, we will forthwith on demand by FCPL pay such amount to FCPL. If we fail to make such payment to FCPL, FCPL may request you to pay such amount to it from the Security Deposit deposited by us with you.
5. We hereby request and authorise you to, on receipt of such written request from FCPL, make payment to FCPL of the amount specified by FCPL in such request from the Security Deposit amount furnished by us to you.
6. We will, immediately on you intimating us that such payment has been made by you to FCPL, deposit with you the amount so paid by you to FCPL in order to replenish the Security Deposit to the amount set out in paragraph 2 above.

Yours faithfully,

(Del Credere Agent Sign. with Stamp)

**SCHEDULE 1**

List of Customers

(Schedule duly stamped and signed by DCA to be attached for the extended Customers to FCPL )

**Annex-VIII**

**Sample Format of PO**

**ON CUSTOMER’S LETTER HEAD**

**Date:** ……………………

**Purchase Order (PO) No. – AHM/PP/09-10/DI/001**

Reliance Industries Limited

(Unit of Reliance Jamnagar SEZ)

Village: Meghpar / Padna

Taluka Lalpur

Dist. Jamnagar

Gujarat - 361280

Dear Sirs,

**Sub: Supply of Polypropylene Homo Polymer from your unit at Jamnagar - SEZ**

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Product description |  | Polypropylene Homo Polymer  |
|  2 | Grade |  | H030SG/H033MG/H060MG/H350FG/H350EG and any other grades of Polypropylene Homopolymer manufactured by Jamnagar SEZ unit) |
|  |  |  |  |
| 3 | Period ofSupply |  | From ……..to …….. |
|  |  |  |  |
| 4 | Quantity |  | Approximately \_\_\_\_\_\_ MT |
|  |  |  |  |
| 5 | Rate Rs / MT  |  | Price shall be ex-works and will be as per the price prevailing on the date of issuance of proforma invoice by RIL (Special economic zone) for filing Bill of Entry with SEZ Customs (As per RIL SEZ pricing circular) |
| 6 | Risk & Title to the Products  |  | Risk & Title to the Products shall pass to Customer upon endorsement of the transportation or lorry receipt in favour of Customer.  |
| 7 | Freight  |  | Transportation will be arranged by the Customer from RIL’s factory at Jamnagar SEZ at its cost expense and risk. |
|  |  |  |  |
| 8 | Customs House Agent charges |  | Customs house agent charges shall be borne by Customer. |
|  |  |  |  |
| 9 | Custom Duty ,Cess and GST |  | All Applicable taxes, duties and levies shall be borne by Customer.  |
|  |  |  |  |
|  |
| 10 | Supply schedule  |  | As per mutually agreed schedule. |
|  |  |  |  |
| 11 | Mode of payment |  | Customer shall make payment in the manner detailed in the RIL-SEZ price circular. |
|  |  |  |  |
| 12 | Our factory address |  | [*insert address*] (Name & address of Ship to party should exactly match as per Import Export Code) |
| 13 | Supplies to be effected from |  | Reliance Industries Limited (Unit of Reliance Jamnagar SEZ)Village: Meghpar / Padana,Taluka Lalpur,Dist. Jamnagar Gujarat- 361280 |
| 14 | Document to be provided by Customer |  | i.) Self attested copy of Import Export Code. |
| ii.) Authorization letter in terms of SEZ Rule 48(1) authorizing customs house agent to file bill of entry. |
| iii.) Road permits / entry forms/e way bills, as may be applicable, for entry and passing through of products in any state. |
|  |
| 15 | Other Terms and Conditions |  | We agree and confirm that the supply of Products from RIL special economic zone unit at Jamnagar shall be subject to RIL’s sales policy, pricing circular and the availability of Products. RIL shall not be responsible / liable in any manner what so ever and we will not raise any claim or assert or bring any action (legal, equitable or contractual in arbitration or otherwise) against RIL in relation to non-supply or delay in supply of Products. |
|  |  |  |  |
| 16 | Force majeure clause |  | Notwithstanding anything contained herein, the parties hereto shall not be responsible for any breach or non-performance of any of the terms and conditions of this agreement if such breach or delay is due to force majeure.  |

We will be procuring Products under this Purchase Order.

Thanking you,

Yours faithfully,

**For** ACCEPTED:

Signature:

**AUTHORISED SIGNATORY** Name:

Designation: