GUJARAT APPELLATE AUTHORITY FOR ADVANCE RULING  
  
GOODS AND SERVICES TAX ox  
D/5, RAJYA KAR BHAVAN, ASHRAM ROAD, “ad MARKET  
  
AHMEDABAD - 380 009.  
  
ADVANCE RULING (APPEAL) NO. GUJ/GAAAR/APPEAL/2023/02  
(IN APPLICATION NO. Advance Ruling/SGST&CGST/2021/AR/23)  
  
Date: 27 .03.2023  
  
Name and address of the|: | M/s. Shreeji Earth Movers,  
  
appellant (Prop. Kababhai Popatbhai Savalia)  
Village-Kolithad, Taluka-Gondal,Rajkot.  
  
GSTIN of the appellant : | 24BBTPS3402DIZR  
  
Advance Ruling No. and Date |: | GUJ/GAAR/R/43/2021 DATED 11.08.2021  
  
Date of appeal : | 08.10.2021  
  
Date of Personal Hearing : | 06.01.2023  
  
Present for the appellant : | Shri. Ramesh Rakholiya, Advocate |  
  
At the outset we would like to make it clear that the provisions of the Central Goods  
  
and Services Tax Act, 2017 and Gujarat Goods and Services Tax Act, 2017 (hereinafter  
referred to as the “CGST Act, 2017’ and the ‘GGST Act, 2017’ are in parimateria and have  
the same provisions in like matter and differ from each other only on a few specific  
  
provisions. Therefore, unless a mention is particularly made to such dissimilar provisions, a  
  
reference to the CGST Act, 2017 would also mean reference to the corresponding similar  
  
provisions in the GGST Act, 2017.  
  
25 The present appeal has been filed under Section 100 of the CGST Act, 2017 and the  
GGST Act, 2017 by M/s Shreeji Earth Movers, Village-Kolithad, Taluka-Gondal, Rajkot-  
  
360311 against the Advance Ruling No. GUJ/GAAR/R/43/2021 dated 11.08.2021.  
  
Brief facts of the case:  
  
3. M/s Shreeji Earth Movers (hereinafter referred to as ‘the appellant’) is a registered  
firm having GST No. 24BBTPS3402D1ZR with place of business at Kolithad, Taluka-  
Gondal, Dist. Rajkot (Gujarat).  
  
3.1 The appellant is engaged in providing works contract service directly to sub-  
contractors who execute the contract with the main contractor for original contract work  
  
with the irrigation department (State of Gujarat). M/s. JSIW Infrastructure Pvt. Ltd.,  
  
Page 1 of 12  
etc. and maintenance of the commissioned project for 10 years. M/s. JSIW Infrastructure  
executed the same contract with M/s. Radhe Construction. Further, M/s. Radhe  
  
Construction executed the same contract with the appellant.  
  
3.2 The appellant had filed application with the Authority for Advance Ruling, Gujarat  
  
seeking ruling on the following:  
  
a) At what rate of tax the liability should be determined on services provided by  
appellant (sub-contractors) to the main contractor pertaining to the irrigation,  
construction and maintenance works to the irrigation department, State of Gujarat?  
  
b) Under which head we should classify our services to execute irrigation,  
construction and maintenance work supplied to the irrigation department, State of  
Gujarat?  
  
c) Whether to charge a tax rate of 12% GST or 18% GST?  
  
3.3. Gujarat Authority for Advance Ruling, Ahmedabad (herein after referred to as  
\*GAAR’) vide Advance Ruling order No. GUJ/GAAR/R/43/2021 dated 11.08.2021 gave  
  
the following ruling:  
  
“GST rate on subject supply is 18% for services supplied by the sub-sub-contractor  
to sub-contractor M/s Radhe and supply merits entry at Heading 9954, Entry No.  
3(ii) of Notification No. 11/2017-CT(R) dated 28.06.2017”.  
  
4. Aggrieved by the above decision of the GAAR, the appellant has filed this appeal on  
  
the following grounds:  
  
4.1. The appellant is works contractor and executes and undertake composite supply of  
works contract as defined in clause 119 of Section 2 of CGST, 2017 and was awarded a  
sub-contract by another works contractor to execute the original work of civil construction  
works supply to the Irrigation department of Gujarat.  
  
4.2 As per Notification No. 20/2017-CT (R) dated 22.08.2017, rate of GST is 12% for  
composite supply of works contracts supplied by way of construction, erection commission  
or installation of original works pertaining to the irrigation and construction works supply to  
  
the Irrigation Department, State of Gujarat.  
  
Page 2 of 12  
  
4.3 As per Sr. No 12 in press release of 25" meeting of GST council held at New Delhi  
on 18.01.2018, the rate of GST applicable to the main contractor should be levied by sub-  
  
contractors.  
  
4.4 As per Notification No. 01/2018-CT(Rate) dated 25.01.2018, the service provided by  
sub-contractors to the main contractor for irrigation and construction works supply to the  
  
state government is not specified in the Notification.  
  
4.5 As per Item No. (iii) of Notification No. 20/2017-Central Tax (Rate), dated  
22.08.2017, the composite value of works contract is classified @ 12%. The sub-contractors  
providing services to the main contractor is further classified only under two categories i.e  
  
item No. (ix) and (x) of the subject Notification.  
  
4.6 Though they are sub-contractors providing civil construction services to the main  
contractor, which may not be covered in the aforesaid entry, it is their belief that the rate  
applicable to them is 12% which is the rate applicable for composite supply of works  
contract as defined in clause (119) of Section 2 of CGST Act,2017 supplied by way of  
construction, erection, commissioning ,or installation of original works pertaining to civil  
  
construction irrigation and construction work supply to the irrigation department of Gujarat.  
  
4.7 As per Section 2(119) of the CGST Act, 2017, “works contract” means a contract for  
building, construction, fabrication, completion, erection, installation, fitting out.  
improvement, modification, repair, maintenance, renovation, alteration or commissioning of  
any immovable property wherein transfer of property in goods (whether as goods or in some  
other form) is involved in the execution of such contract”; as per Section 2(5) of CGST Act,  
2017, “Agent” means a person including a factor, broker, commission agent, arhatia, del  
  
credere agent, an auctioneer or any other mercantile agent, by whatever name called, who  
  
carries on the business of supply or receipt of goods or services or both on behalf of  
another;  
  
4.8 Contractor and sub-contractor are not defined under the CGST Act, 2017 but as per the  
general definition Contractor means-a person or firm that undertakes a contract from the  
employer to provide materials or labour to perform a service or do job at a specified price and a  
sub-contractor means a person who is hired by a general contractor (or prime contractor,or main  
contractor) to perform a specific task as part of the overall project or the total project at a  
  
specified price for services provided to the project by the originating employer.  
  
Page 3 of 12  
4.9 When the contractor awards either wholly or partially the contractual obligation to a sub-  
contractors, the contract remains the same and the work to be performed by the contractor as  
well as sub-contractors remains same and identical to what is specified in the contract between  
the main contractor and the employer. It can be seen from this definition that the subcontractor  
is not doing anything other than what is specified in the contract between the main contractor  
  
and the employer.  
  
4.10 As per the definition of agent, an agent is a person who carries on the same business of  
supply and /or receipt of goods or services or both on behalf of another. Thus sub-contractors  
can be called as an agent who is also undertaking the same supply of service for the main  
contractor. It can also be said that the sub-contractor is only an agent of the contractor and the  
  
works undertaken by him passes directly from the subcontractors to the employer.  
  
4.11 As the work get transferred directly to the employer by the sub-contractor, the works  
  
contract remains the same and therefore leads to the conclusion that there is only one contract  
  
which is undertaken by the contractor as well as sub-contractors.  
  
4.12 Since the appellant is only an agent of the contractor and the property in goods passes  
  
directly from him to the employer, it can be concluded that there is only one contract between  
  
the irrigation department and contractor as well as sub-contractor.  
  
4.13 The intent of the Government is to bring the rates of main contractor and sub-contractor  
at par while they are providing their services to Central Government, State Government, Union  
Territory, a local authority, a Governmental Authority or a Government Entity. Irrigation  
department being a Governmental Authority/Entity is already covered under clause (x) of  
  
heading 9954 of Section 5 of classification of services even though not specified separately.  
  
Thus the rate applicable for civil works contract carried out for railways in para (v) of heading  
  
9954 of Section 5 of classification of services should be applicable to sub-contractors also.  
  
4.14 Vide letter dated 04.10.2021. copies of the following judgments were submitted:  
  
A) S.P.Singla Construction Pvt Ltd. {(2019) 111 Taxmann.com 356 (AAR-PUNJAB)}  
B) M/s Shree Construction .{(2019) 103 Taxmann.com 448 (AAAR-Mah)}  
  
C) NHPC Ltd .{(2019) 104 Taxmann.com 365 (AAR-Uttarakhand)}  
  
D) ST Engineering Electronics Ltd .{(2019)109Taxmann.com 367 (AAR-Mah)}  
  
E) Yash Nirman Engineers & Contractors.{(2019) 109 Taxmann.com 367 (  
  
Page 4 of 12  
F) State of Andhra Pradesh &Ohters V Larsen & Turbo Ltd & Other -Supreme Court of  
India —Civil appeal No. 5239 of 2008.  
  
5. During the course of virtual personal hearing held on 06.01.2023, the authorized  
  
representative of the appellant, Shri. Ramesh Rakholiya, Advocate reiterated the grounds made  
  
in the written submissions.  
  
5.1 In pursuance to transfer of Member (SGST), the appellant was informed regarding the  
same for fresh personal hearing in the matter. Shri Ramesh Rakholia, Advocate, vide his  
letter/mail dated 13.03.2023 requested to decide the appeal on the basis of material already on  
  
record, written submission and earlier representation/hearing.  
DISCUSSION & FINDINGS  
  
6. Time limit for filing appeal:  
  
6.1 The impugned Ruling has been passed by the GAAR on 11.08.2021. In the Form  
GST ARA-02 regarding Appeal to the Appellate Authority for Advance Ruling, at Sr.No.2,  
the appellant has shown the date of communication of the Advance Ruling as ‘17.08.2021’.  
We observe that the present appeal filed on 08.10.2021 has been filed after the prescribed  
time limit of 30 days from the date of communication of Ruling, which expired on  
16/09/2021, as prescribed under Section 100(2) of the CGST Act, 2017. There has been a  
delay of 22 days. As per Order dated 10.01.2022 of Hon’ble Supreme Court in Misc.  
Application No.21 of 2022 in Misc. Application No.665 of 2021 in Suo Moto Writ Petition  
(C) No.3 of 2020, the period from 15.03.2020 till 28.02.2022 shall stand excluded in  
computing the period of limitation and all persons shall have a limitation period of 90 days  
from 01.03.2022. In view of the above, we consider the appeal to be filed within prescribed  
time limit as per Section 100 of the CGST Act, 2017 and proceed to decide the appeal on its  
  
merits.  
  
7 We have gone through the facts of the case as submitted in the Appeal papers. the  
  
decision of Gujarat Authority for Advance Ruling, documents on record and oral as well as  
  
written submissions made by the appellant.  
7.1 We find that M/s JSIW Infrastructure Pvt Ltd. Ahmedabad (hereinafter referred to as  
  
‘the main contractor?) was awarded the Engineering. Procurement and Construction  
  
contract by the Irrigation Department of State of Gujarat vide Work Order dated 08  
  
Page 5 of 12  
  
The main contractor appointed M/s Radhe Constructions, Rajkot as a sub-contractor and as per  
agreement dated 02.09.2019 between the main contractor and the sub-contractor, the scope of  
work included “crop compensation, unloading, excavation, laying, jointing, testing, backfilling,  
disposal of surplus earth and commissioning of MS Pipeline, Erection of butterfly, scour & Air  
valves of various diameter and associated civil works including supply of all consumable  
materials’. Further, the sub-contractor i.e M/s Radhe Constructions issued a work order dated  
15.09.2019 in the name of the appellant where the scope of work included ‘Liasioning of Crop  
composition, Excavation of all strata including hard rock, Laying of water pipes including  
pipes, sand bedding, Lowering, Laying, jointing of pipes, RT of each joint, inner & outer joint  
coating, back filling, removal of surplus earth, restoration & NOC from farmer,testing etc’.  
Thus, the above facts make it clear that in the instant case, the original contract was awarded to  
the main contractor by the Irrigation Department of State of Gujarat and the appellant has been  
  
awarded the work order by a sub-contractor of the main contractor.  
  
7.2. In the instant case the appellant has referred to Sr. No (iii) of Notification No.20/2017-  
CT (Rate) dated 22.08.2017 to submit that the rate applicable to them is 12%. We find that the  
entry No. 3(iii) of the subject Notification provides for rate of tax @12% if any taxable person is  
providing composite supply of works contract as defined in cause (119) of Section 2 of the  
CGST Act, 2017 to Central Government, State Government, Union Territory, a local authority  
or a Governmental Authority or a Government Entity by way of construction, erection.  
commissioning, installation, completion, fitting out, repair, maintenance, renovation, or  
alteration of, -  
  
(a) a historical monument, archaeological site or remains of national importance,  
archaeological excavation, or antiquity specified under the Ancient Monuments and  
Archaeological Sites and Remains Act, 1958 (24 of 1958);  
  
(b) canal, dam or other irrigation works;  
  
(c) pipeline, conduit or plant for (i) water supply (ii) water treatment, or (iii) sewerage  
  
treatment or disposal.  
  
It is not the case of the appellant that they have received any work order from any of  
the Governmental authorities mentioned above. They don’t have any work order issued in  
  
their favour by any of the aforesaid Governmental authorities.  
  
7.3. The appellant has further submitted that the sub-contractors providing services to the  
  
main contractor is further classified only under two categories mentioned at item No.(ix) and (x)  
  
Page 6 of 12  
  
of Notification No. 01/2018-CT (Rate) dated 25.01.2018 amending the original Notification No.  
  
11/2017-CT(R).  
  
For the sake of convenience, the provisions relating to entry No. 3(ix) and (x) of.  
  
Notification No. 01/2018-CT (Rate) dated 25.01.2018 is reproduced herein under:  
  
Description of services Rate | Condition  
in %  
(ix) Composite supply of works} 6 | Provided that where the services are  
  
contract as defined in clause (119)  
of section 2 of the Central Goods  
and Services Tax Act, 2017  
provided by a sub-contractor to  
the main contractor providing  
services specified in item (iii) or  
item (vi) above to the Central  
Government, State Government,  
Union territory, a local authority,  
a Governmental Authority or a  
Government Entity.  
  
supplied to a Government Entity, they  
should have been procured by the said  
entity in relation to a work entrusted to it by  
the Central Government, State Government,  
Union territory or local authority, as the  
case may be.  
  
(x) Composite supply of works |  
  
contract as defined in clause (119)  
of section 2 of the Central Goods  
and Services Tax Act, 2017  
provided by a sub-contractor to  
the main contractor providing  
services specified in item (vii)  
above to the Central Government;  
State Union  
territory, a local authority, a  
Governmental Authority or a  
Government Entity.  
  
Government,  
  
2.5  
  
Provided that where the services are  
supplied to a Government Entity, they  
should have been procured by the said  
entity in relation to a work entrusted to it by  
the Central Government, State Government,  
Union territory or local authority, as the  
case may be.  
  
On a combined reading of the provisions made under serial No. 3(iii), Sr.No 3(ix) and  
Sr.No 3(x) of the amended Notification No. 11/2017-CT (R), which the appellant has  
referred to, it is seen that the rate of GST leviable is @ 12% or 5% (CGST and SGST taken  
  
together), as the case may be, when the specified services are provided to the Central  
  
Government, State Government, Union territory, a local authority, a Governmental  
  
Authority or a Government Entity, by the main contractor and sub-contractor to the main  
  
contractor.  
  
Page 7 of 12  
In the present case, we find that the appellant is neither the main contractor nor the  
  
sub-contractor. There is no agreement between the appellant and the main contractor to be  
  
treated as a sub-contractor.  
  
7.4 From the submissions made by the appellant it is seen that the M/s JSIW  
Infrastructure was the main contractor who was awarded the works contract service  
pertaining to the Irrigation Department of the State of Gujarat. This main contractor then  
engaged a sub-contractor M/s Radhe Construction, Rajkot for executing part of this contract  
who in turn engaged the appellant as the second level sub-contractor for executing part of  
the original works contract service pertaining to the State Government project. From the  
above it is clear that the appellant was not engaged directly as a contractor, or as a sub-  
contractor of the main contractor, by the State Government of Gujarat for supply of the  
works contract pertaining to the Irrigation Department. Therefore, though the appellant is  
emphasizing on the fact that the composite works contract services provided by him  
pertains to the Governmental authority specified under Serial No. 3(iii) of the Notification  
No. 11/2017-CT(R) as amended, it is seen that there is no direct nexus between the  
appellant and the Governmental authority (Irrigation Department) since the documents  
reveal that the appellant is supplying the service on the basis of the work order of a sub-  
contractor i.e M/s Radhe Construction and not directly from the main contractor, M/s JSIW  
Infrastructure P Ltd. who had originally received the contract from the Irrigation department  
  
of the State Government of Gujarat.  
  
7.5 The appellant has further submitted that though their supply may not be covered  
under Sr. No 3(ix), they believe that they are eligible for the concessional rate of 12% as  
they are providing composite supply of works contract as defined in clause (1 19) of section  
2 of the Central Goods and Services Tax Act, 2017 in the capacity of sub-contractor to the  
main contractor. However, this defense of the appellant is not acceptable since in the instant  
case it is seen that the appellant is a sub-contractor of the sub-contractor of the main  
contractor. For availing the benefit of the concessional rate of 12% in terms of the  
provisions mentioned in the Notification No. 11/2017-CT(R) as amended, it is important  
that both the criterion, i.e. the nature of supply of service to the specified authority (as per  
Notification No. 20/2017-CT(R) ) and the status of service provider (as per Notification No.  
1/2018-CT(R) ) should be fulfilled. However, as already discussed supra, there is no direct  
relation between the main contractor and the appellant and the appellant and the  
Governmental authority. Therefore, it is clear that the appellant does not fulfill the criteria  
mentioned in Sr. No 3(ix) of Notification No. 1/2018-CT(R) dated 25.01.2018. T.  
  
Page 8 of 12  
  
appellant who actually is functioning as a sub-contractor of the sub-contractor of the main  
  
contractor, is not eligible for the concessional rate of tax @12% .  
  
7.6 Further, on perusing the copy of the sub-contract Agreement between M/s JSIW  
Infrastructure Pvt Ltd, Ahmedabad (the main contractor) and M/s Radhe Construction,  
Rajkot (the sub-contractor) dated 2.9.2019, it is seen that the main contractor had  
appointed M/s Radhe Construction as a sub-contractor for execution of the work specified  
  
in the Agreement. Further, Point No. 9(v) of the Agreement under reference states that the  
  
M/s JSIW (the main contractor) shall have at his option and be at liberty to cancel the order  
wholly or a part of the order and proceed to carry out the work through some other agency  
at the risk and cost of the sub-contractor, if the sub-contractor sublets part or full work to  
other parties without the consent of the contractor. Thus, there is a prohibition imposed by  
  
the main Contractor on the sub-contractor M/s Radhe Construction from further sub-  
  
contracting the work allotted to them, without the consent of the main contractor. The  
appellant has also not produced any evidence to show that they were appointed by M/s  
  
Radhe Construction after obtaining the consent of the main contractor.  
  
7.7. The appellant has also taken the recourse of definition of ‘Agent’ as defined under  
Section 2(5) of CGST Act, 2017 and submitted that they are working as an agent of the  
contractor and the property in goods passes directly from them to the irrigation department  
(State Government) which also lead to the conclusion that there is only one contract that is  
between the Irrigation Department (State Government) and contractor as well as sub-  
contractor. These contentions of the appellant is without any basis since it is observed that  
  
the contract is between the appellant and M/s Radhe Construction. Though the ultimate  
recipient of service may be a Governmental authority, yet the appellant cannot be  
  
considered as the sub-contractor to the main contractor fulfilling the conditions of the  
Notification No. 11/2017-CT(R) dated 28.06.2017 as amended by Notification No. 1/2018-  
CT(R) dated 25.01.2018.  
  
7.8 On further verification of the EPC contract dated 08.03.2019 awarded by the  
  
Irrigation Department to the main contractor, it is seen that the main contractor has sub  
  
contracted only a part of the main contract to M/s Radhe Construction who in turn had  
  
engaged the appellant for further execution of the services as per the work order issued in  
  
the name of the appellant. Further, in the work order dated 05.09.2019 of M/s Radhe  
  
Page 9 of 12  
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Order. This would seem to suggest that the sub-contractor i.e M/s Radhe Construction was  
  
aware that further sub-contracting this work would be appropriately leviable to GST @18%  
  
and not eligible for the concessional rate of GST@12%.  
  
In view of the above discussions, the contention of the appellant that they are  
  
covered under the provisions 3(iii) and 3(ix) of the amended Notification No. 11/2017-  
  
CT(Rate) is highly misplaced.  
  
8. The appellant further submits that as per Sr. No. 12 in press release of 25th meeting  
of GST council held at New Delhi on 18.01.2018, the rate of GST applicable to the main  
contractor should be levied by sub-contractors. The relevant entry at Sr. No 12 relating to  
  
services referred by the appellant is reproduced herein under:  
  
“(12) To reduce GST rate (from 18% to 12%) on Works Contract Services (WCS) provided  
by sub-contractor to the main contractor providing WCS to Central Government, State  
Government, Union territory, a local authority, a governmental authority or a Government  
Entity, which attract GST of 12%. Likewise, WCS attracting 5% GST, their sub-contractor  
would also be liable @5%.”  
  
The wordings in the aforesaid Press Release accord with the Notification and allows  
the benefit of the reduced rate of GST only to the sub-contractor of the main contractor only  
  
and not to the second level sub-contractor i.e. sub-contractor to sub-contractor. Therefore,  
  
reliance placed by the appellant on this press release is also completely unfounded.  
  
9. The appellant has further contended that though they are sub-contractors providing  
civil construction services to the main contractor, which may not be covered in the Serial  
3(ix), it is their belief that the rate of GST leviable in their case is 12% which is the rate  
  
applicable for composite supply of works contract as defined in clause (119) of Section 2 of  
CGST Act, 2017. It is observed that the said entry entails benefit of concessional rate only  
  
to a sub-contractor of the main contractor for providing the services so specified. No tax can  
be levied and collected except according to the authority of law. There are plethora of  
judgments of various authorities where it is held that taxes are to be determined as per the  
  
taxing statue and benefit of concessional/Exemption Notifications is available only upon  
  
strict compliance of conditions mentioned therein. Reliance is placed on the decision of  
Hon’ble Supreme Court in the case of CCE Vs M/s Doaba Steel Rolling Mills  
[2011(269)ELT 298 (SC)] wherein it was held that once it is shown that an assessee falls  
  
Page 10 of 12  
  
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within the letter of law. he must be taxed however great the hardship may appear to the  
  
judicial mind . Further, in the case of Dilip Kumar and Company (reported at 2018-TIOL-  
302-SC-CUS-CB), the Apex Court held that exemption Notification should be interpreted  
  
strictly and the burden of proving applicability would be on the assessee to show that his  
case comes within the parameters of the exemption clause or exemption notification. It is  
noted here that the appellant themselves have admitted that their case may not be covered  
  
under the said entry of the subject Notification.  
  
10. As regards the reliance placed by the appellant on the Rulings given by AAR, Punjab  
  
in the case of M/s S.P Singla Constructions (P) Ltd, the Advance Ruling given by  
Maharshtra Appellate Authority for Advance Ruling in the case of M/s Shree Construction  
  
and the decision of the Apex Court in the case of State of Andhra Pradesh & Others Vs  
Larsen & Turbo Ltd & Other—Civil appeal No. 5239 of 2008, the same have already been  
correctly discussed and distinguished by Gujarat Authority for Advance Ruling in the  
impugned order. The appellant have additionally relied upon the decision of AAR, Tamil  
Nadu in the case of ST Engineering Electronics Ltd. The issue involved in this case was  
whether supply by the applicant is a composite supply and if yes whether the rate of tax  
@6% CGST as per entry No. 3(v) of Notification No. 11/2017-CT(R) is applicable to a sub-  
contractor. The facts are different in this case and therefore not relevant. Similarly, the facts  
in the case of Yash Nirman Engineers & Contractors are different since the said case  
pertains to works contract service by way of construction of houses pertaining to the low  
cost houses in affordable housing projects. Further in the case of NHPC Ltd, relied upon by  
  
the appellant, the issue involved was with regard to subletting the contract to other  
subcontractors. There was difference of opinion among the members of the advance ruling  
authority and the matter was referred to appellate authority of advance ruling. The appellate  
authority held that the works contract services for the road construction provided by the  
sub-contractor to PWD, Uttarakhand, who in turn is providing works contract services of  
road construction to M/s.NHPC Ltd., is not exempted from GST. The sub sub-contractor  
was denied the benefit of the exemption notification. Furthermore, as per Section 103 (1) of  
CGST Act, 2017, any advance ruling is binding only on the applicant who had sought it and  
  
the concerned officer or the jurisdictional officer in respect of applicant.  
  
11. In view of the above discussions, we do not agree with the contention of the  
  
appellant that they are eligible for the concessional rate of GST @12% in terms of  
Notification No. 20/2017-CT(Rate) dated 22.08.2017 and Notification No.1/2  
dated 25.01.2018 as the activity undertaken by the appellant is not covered ude  
  
Page 11 of 12  
  
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3(iii) or under 3(ix) of the Notification No. 11/2017-CT(R) as amended and agree with the  
findings of the Gujarat Authority for Advance Ruling that the supply made by the appellant  
is not covered under entry No. 3(iii) or 3(ix) of Notification No. 11/2017-CT(R) dated  
28.06.2017, as amended. The appellant is liable to discharge tax rate CGST @9% and  
GGST@9% under Entry No 3(ii) of Notification No.11/2017-CT(R) dated 28.06.2017  
further amended vide Entry No.3(xii) of Notification ibid as amended.  
  
12. In view of the foregoing, we reject the appeal filed by appellant M/s. Shreeji Earth  
Movers and uphold the Advance Ruling No. GUJ/GAAR/R/43/2021 dated 11.08.2021 of  
the Gujarat Authority for Advance Ruling.  
  
eh -  
( Samir Vakil ) (Vivek Raa  
Member (SGST) Member (CGST)  
  
Place: Ahmedabad  
Date: aA 03.2023  
  
Page 12 of 12