MAHARASHTRA AUTHORITY FOR ADVANCE RULING

GST Bhavan, Room No. 107, 1st floor, B-Wing, Old Building, Mazgaon, Mumbai – 400010.

(Constituted under Section 96 of the Maharashtra Goods and Services Tax Act, 2017)

BEFORE THE BENCH OF

(1) Shri. D. P. Gojamgunde, Joint Commissioner of State Tax, (Member)

(2) Smt. Himani Dhamija, Joint Commissioner of Central Tax, (Member)

ARN No.	**AD271021001524U**
GSTIN Number, if any / User-id	**27AADFV3789N1ZB**
Legal Name of Applicant	**M/s. Vedant Construction**
Registered Address / Address provided while obtaining user id	1st Floor, Sumeet Enclave, Sant Dnyaneshwar Marg, Panch Pakhadi, Thane – 400602.
Details of application	GST-ARA, Application No. 42 Dated 04.10.2021
Concerned officer	**THA-VAT-C-004, Kopri-Colony-701, Thane Division**
Nature of activity(s) (proposed/present) in respect of which advance ruling sought	
A Category	**Service Provision — Works Contract (Construction of Residential Dwellings)**
B Description (in brief)	The applicant, a builder and developer, has mandatorily reserved 20% of the constructed flats (19 EWS/LIG tenements aggregating 872.15 sq. m.) in its project at Kalwa, Thane for allotment to customers identified by the Maharashtra Housing and Area Development Authority (MHADA) at MHADA-prescribed prices, in discharge of its obligation under the GR of the Urban Development Department dated 08.11.2013 issued under Section 37(1AA)(C) of the Maharashtra Regional and Town Planning Act, 1966. Additional FSI of 872.15 sq. m. was sanctioned by the Thane Municipal Corporation over and above the basic zonal FSI of 4360.74 sq. m. on the net plot area. The Occupancy Certificate was obtained on 31.12.2020 and MHADA declared its lottery results on 02.09.2021; sale agreements with identified allottees are yet to be executed. The question relates to the GST treatment and valuation of these reserved supplies.
Issue(s) on which advance ruling required	Classification of any goods or services or both. Applicability of a notification issued under the provisions of the Act. Determination of the liability to pay tax on any goods or services or both.
Question(s) on which advance ruling is required	As reproduced in para 01 of the Proceedings below.

PROCEEDINGS

(Under Section 98 of the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017)

The present application has been filed under Section 97 of the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017 [hereinafter referred to as "the

CGST Act and MGST Act" respectively] by M/s. Vedant Construction, the applicant, seeking an advance ruling in respect of the following questions. The applicant, by a letter dated 19.04.2022, submitted revised questions, which are reproduced below:

1. Whether supply of flats to MHADA identified customers after Occupancy Certificate (OC) is exempted from levy of GST being it is sale of immovable property which is not liable to GST?

If it is treated as taxable supply next query is,

2. In these circumstances if it is treated and held as taxable supply assuming that being "services of works contract service" is rendered to MHADA identified 20% flats then what is the value of supply for GST? Whether it is MHADA dictated value of supply or Market value of supply?

At the outset, we would like to make it clear that the provisions of both the CGST Act and the MGST Act are the same except for certain provisions. Therefore, unless a mention is specifically made to any dissimilar provisions, a reference to the CGST Act would also mean a reference to the same provision under the MGST Act. Further to the earlier, henceforth for the purposes of this Advance Ruling, the expression 'GST Act' would mean CGST Act and MGST Act.

1. FACTS AND CONTENTION – AS PER THE APPLICANT

1.1 The applicant, M/s. Vedant Construction, is a partnership firm engaged in the business of real estate development, undertaking primarily residential projects within the limits of the Thane Municipal Corporation (TMC). The applicant is registered under the CGST Act and the MGST Act with effect from 01.07.2017, bearing GSTIN 27AADFV3789N1ZB, and was previously registered under the erstwhile Maharashtra Value Added Tax Act, 2002 and the Finance Act, 1994 (Service Tax regime).

1.2 The applicant undertakes residential projects either on land owned by itself or through joint-venture arrangements with land-owners, and also undertakes redevelopment of existing buildings on work awarded by co-operative housing societies or by owners of the properties. Goods and services tax is discharged at the applicable rates on flats booked and sold to customers as per the GST provisions, rules and rate notifications in force from time to time. Returns are filed up-to-date and GST is paid where applicable. The applicant is duly registered under the Real Estate (Regulation and Development) Act, 2016 and the project in question is also registered with MahaRERA.

1.3 The applicant has submitted that a Government Resolution (GR) of the Urban Development Department, Government of Maharashtra, dated 08.11.2013, bearing Notification No. TPB 4312/CR-45/2012/(i)/UD-11, issued under Section 37(1AA)(C) of the Maharashtra Regional and Town Planning Act, 1966 (the MRTP Act), mandates inclusive housing obligations. It provides that in a city with a population of ten lakh or more, wherever a project is proposed on a land area exceeding 4000 sq. m., the builder and developer is permitted to develop the land and a Commencement Certificate is issued only upon the condition that at least 20% of the net plot area / the constructed tenements are reserved for allotment to MHADA-identified beneficiaries from the Economically Weaker Sections / Lower Income Group (EWS/LIG). The selling price of

such units is fixed by MHADA at administered rates and not at prevailing market rates or the Ready Reckoner rates published by the State Government. The Commencement Certificate is not issued by the TMC unless the compliance and written commitment as to the 20% MHADA reservation is submitted. The applicant submits that the 20% reservation is a statutory mandate over which the builder has no discretion. These reserved flats are hereinafter referred to as the 'MHADA flats'.

1.4 The applicant has furnished the following particulars of the project:

Project Name & Address	**Sanctioning Authority & CC Details**	**Total Area / Flats as per CC**	**Area / Flats Earmarked for MHADA & MHADA Rate**
Shree Gopinath Sublime, Opp. Reliance Market, Old Mumbai-Pune Road, Parsik Nagar, Kalwa, Thane – 400605	Thane Municipal Corporation — Commencement Certificate No. V.P. 508/0037/14/TMS/TDD/2258/17 dated 27.07.2017; Sr. No. 195 A/2 and 195/B.	1,00,071.52 sq. m. built-up; 203 flats; 13 shops.	Area earmarked: 872.15 sq. m.; Number of MHADA flats: 19. MHADA rates: 1 BHK – ₹ 14,51,100; 2 BHK (Regular) – ₹ 17,77,500; 2 BHK (Large) – ₹ 18,78,600.

The applicant clarifies that there is no dispute with respect to the taxability of flats sold to non-MHADA customers; the present application is confined to the GST treatment of the 20% MHADA flats.

1.5 The applicant has placed on record the following material features of the MHADA supplies:

1.5.1 The 20% reservation is mandatorily to be allotted to MHADA-identified customers. For a plot of 5,000 sq. m., the area earmarked for MHADA is, illustratively, 1,000 sq. m.

1.5.2 The flats are to be sold at MHADA-directed and mandated rates. The rates are neither determined by the applicant nor does the applicant have any say in their determination. The 19 flats are meant for the Lower Income Group as identified by MHADA.

1.5.3 Approvals for commencement of the project from TMC and other regulatory authorities (Collector, Environment, Forest Department etc.) are not granted unless the applicant undertakes in writing, to MHADA and TMC, to comply with the 20% reservation.

1.5.4 The flats are required to be sold at MHADA-prescribed rates and not at market rates. The applicant submits that, in many instances, this results in sale below the cost of construction.

1.5.5 The applicant has no choice in the matter other than to follow the 08.11.2013 GR of the Urban Development Department if it wishes to undertake any project on land exceeding 4000 sq. m. in cities of 10 lakh plus population.

1.5.6 The sale deed / agreement for the MHADA flats is to be executed only after receipt of the Occupancy Certificate from TMC.

1.5.7 Neither MHADA nor the prospective customers have paid any advance to the applicant in respect of the MHADA flats. MHADA identifies the allottees through its public lottery system. MHADA advertised the lottery on 02.09.2021.

1.5.8 The Occupancy Certificate for the project was obtained from the TMC on 31.12.2020 vide V.P. No. S08/0037/14/TMC/TDD/OCC/0880/20.

1.5.9 The sale agreements with MHADA-identified customers will commence upon receipt of intimation of the lottery results from MHADA.

1.5.10 The project was commenced before April 2019 and the applicant has opted to pay GST at the applicable rates under the pre-01.04.2019 regime (the 'old scheme'), in which input tax credit is available and the effective rate on construction of residential dwellings (other than affordable housing) is 12% (8% after abatement for land, as per the applicable notifications).

1.5.11 GST has been and will continue to be discharged at the applicable rates on supplies to non-MHADA customers (where agreements are executed before issuance of the OC).

1.5.12 The price fixed by MHADA is the cost of construction of ₹ 24,400/- per sq. m. as decided by the Government.

1.6 By its supplementary submission dated 19.04.2022, the applicant reiterated that the project is governed by the old GST scheme prevailing up to 01.04.2019, under which input tax credit is admissible. The applicant further submitted that the 20% reservation is a statutory pre-condition for approval of building plans by the TMC and that 100% of the consideration in respect of the MHADA flats will be received only after issuance of the OC, since no consideration had been received up to the date of the OC.

1.7 The applicant has also relied on a Circular dated 08.09.2015 issued by the Inspector General of Registration and Controller of Stamps, Pune, which (according to the applicant) directs that where a sale is effected by a Government or semi-Government agency, or a local body, at predetermined administered values, such values are to be accepted as the 'market value' for the purposes of stamp duty. The applicant submits that, by parity, the MHADA administered price ought to be accepted as market value for GST purposes as well.

1.8 The applicant's paper-book indexes the GR dated 08.11.2013, the Commencement Certificate dated 27.07.2017, the Occupancy Certificate dated 31.12.2020, the MHADA rate schedule, the MHADA lottery advertisement dated 02.09.2021, and the TMC-approved project plan showing the specific buildings, floors and flat numbers earmarked for MHADA (Building B-1, Floors 1 to 3, 20 flats initially; 19 flats finally on area of 872.15 sq. m.).

2. STATEMENT CONTAINING APPLICANT'S INTERPRETATION OF LAW

2.1 The applicant has extracted the following provisions of the GST Act as the statutory framework relevant to the questions raised:

2.1.1 Section 2(49) — 'goods' means every kind of movable property other than money and securities but includes actionable claim, growing crops, grass and things attached to or forming part of the land which are agreed to be severed before supply or under a contract of supply.

2.1.2 Section 2(92) — 'services' means anything other than goods; Explanation 1 clarifies that services include transactions in money but do not include money and securities; Explanation 2 clarifies the limited scope of transactions in money.

2.1.3 Section 2(119) — '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.

2.1.4 Section 15(1) — the value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. The applicant has extracted sub-sections (2) to (5) of Section 15 and the Explanation thereto as well.

2.1.5 Rule 28 of the CGST / MGST Rules (value of supply between distinct or related persons), Rule 30 (cost-plus-ten-per-cent method) and Rule 31 (residual method), which provide the sequential valuation rules where Section 15(1) is not applicable.

2.2 Schedule II, Para 5(b): The applicant extracts the entry in Schedule II of the GST Act, under which 'construction of a complex, building, civil structure or a part thereof, including a complex or building intended for sale to a buyer, wholly or partly' is a supply of service except where the entire consideration has been received after issuance of completion certificate, where required, by the competent authority or after its first occupation, whichever is earlier.

2.3 Applicant's contention on Question 1 — Sale of Immovable Property or Works Contract Service.

2.3.1 The applicant submits that the supply of the MHADA flats is a sale of immovable property and not a supply of service. The sale agreements with the MHADA-identified customers will be executed only after the Occupancy Certificate has already been received from the TMC (on 31.12.2020). Not a single rupee of consideration has been received from any customer or from MHADA up to the date of the OC, and the entire consideration will be received only after registration of the agreements. The transaction therefore falls outside the ambit of Para 5(b) of Schedule II and is not a supply of service. On the contrary, in terms of Para 5 of Schedule III of the GST Act, sale of building is neither a supply of goods nor a supply of services; and the exclusion in Para 5(b) of Schedule II — that the entire consideration has been received after issuance of completion certificate — is squarely attracted. The transaction is therefore not liable to GST.

2.3.2 Without prejudice to the above, if the transaction is treated as a works contract service for any reason — because the 20% earmarking of area is made at the stage of TMC-

sanctioning of plans — the further question arises of what is the value of supply for GST purposes. The applicant contends that the MHADA-prescribed price is the consideration and is, on the facts of the case, the 'open market value' within the meaning of Section 15(1) read with Rule 28. The cost-plus price of ₹ 24,400/- per sq. m. fixed by MHADA, being an administered price mandated by the Government of Maharashtra (MHADA being a State Government entity under the Urban Development Department), is the price actually payable and is binding on the applicant. The applicant submits that for comparison, 'similar flats' must be read as meaning similar MHADA-approved flats in the same project or same area, and not non-MHADA market flats. To consider a notional or ready-reckoner price would amount to injustice on the MHADA beneficiaries who belong to the EWS/LIG category, would multiply the GST incidence three to four-fold, and would defeat the public purpose of inclusive housing. The difference between the market rate and the MHADA rate, in any event, is in the nature of a Government-mandated subsidy, which is excluded from the value of supply under Section 15(2)(e).

2.3.3 The applicant further contends that the GST rate applicable, if leviable, is 8% under the old scheme (pre-01.04.2019) under which the project is assessed and under which input tax credit is available. To levy 8% GST on the higher market / ready-reckoner value in respect of flats meant for the Lower Income Group would be contrary to the Government's policy of affordable inclusive housing and contrary to the objective of the 08.11.2013 GR of the Urban Development Department.

Prayer: The applicant prays that the Authority be pleased to rule (i) that the supply of MHADA flats to MHADA-identified customers after receipt of the Occupancy Certificate is not a supply chargeable to GST and is a sale of immovable property falling within Schedule II Para 5 / outside Schedule II Para 5(b) of the GST Act; and (ii) without prejudice, if held taxable, that the value of supply be determined with reference to the MHADA-prescribed price and not with reference to the market / ready-reckoner value of non-MHADA flats. The applicant has reserved the right to add, alter, amend or modify the above submissions, if necessary, based on the facts.

3. CONTENTION – AS PER THE CONCERNED OFFICER

3.1 The Jurisdictional Officer, THA-VAT-C-004 (Kopri-Colony-701, Thane Division), has filed written comments on the four issues arising from the two questions framed by the applicant. The officer's submissions are set out question-wise below.

3.2 Query 1 — Exemption qua sale after OC. The officer has submitted that, as per Para 5(b) of Schedule II read with Para 5 of Schedule III of the CGST Act, 2017, sale of a building is neither a supply of goods nor a supply of services, subject to the qualification in Para 5(b) of Schedule II. The recommendation of the GST Council dated 18.01.2018 clarifies that sale of flats after issuance of a completion / occupancy certificate is not liable to GST. In the instant case, since the Occupancy Certificate was received on 31.12.2020 — prior to execution of any agreement or receipt of any consideration from the MHADA-identified customers — the transaction is in the nature of sale of immovable property and is not taxable. **However, the officer has added the caveat that input tax credit availed on inputs attributable to this**

exempt supply would require proportionate reversal under Rule 42 of the CGST Rules, 2017. The officer has cited the Advance Rulings in B.R. Sridhar, Karnataka (dated 07.11.2020) and Bindu Ventures, Karnataka, in support of the above position.

3.3 Query 2 — Works Contract Classification. The officer has submitted that the definition of "works contract" under Section 2(119) of the CGST Act applies only where construction is carried out for an identified recipient and consideration is received during the period of construction. In the present case, MHADA-identified customers were not in existence prior to the lottery of 02.09.2021; the OC was received on 31.12.2020; and no consideration was received in the pre-OC period. Accordingly, in the officer's view, the transaction cannot be treated as a supply of works contract service.

3.4 Query 3 — Value of Supply (if taxable). The officer has submitted that if the transaction were to be treated as taxable, Section 15(1) of the CGST Act requires the value of supply to be the transaction value, i.e., the price actually paid or payable, where the parties are not related. In the officer's view, the consideration agreed upon in the sale agreements between the applicant and the MHADA-identified customers would be the value; GST, if leviable, would be chargeable on the actual agreement value.

3.5 Query 4 — Ready-Reckoner Value. The officer has submitted that GST valuation is governed by Section 15 of the CGST Act, which recognises the transaction value. The ready-reckoner value, which is a construct of the State Stamp Act for stamp-duty purposes, is not prescribed as a valuation benchmark for GST. Only the actual consideration agreed with the MHADA-identified customers can be adopted as the value of supply. Accordingly, in the officer's view, GST (if leviable) would be chargeable on the actual consideration and not on the ready-reckoner value.

3.6 Officer's Conclusion. The officer has summarised the departmental stand as follows: (i) the sale of the MHADA flats after OC, without receipt of any advance prior to OC, is not liable to GST, being covered by Para 5(b) of Schedule II read with Para 5 of Schedule III; (ii) the transaction cannot be treated as works-contract service because construction was not carried out for an identified recipient during the period of construction; (iii) no GST valuation arises in consequence; and (iv) hypothetically, if taxable, the value would be the actual agreement value under Section 15 and not the ready-reckoner value.

4. HEARING

4.1 The preliminary e-hearing in the matter was held on 19.04.2022. The Authorised Representative of the applicant, Shri D. V. Retharekar, Advocate, appeared and made oral submissions with respect to the admission of the application. The Jurisdictional Officer was not present at the preliminary hearing. On due consideration, the application was admitted.

4.2 The matter was called for final hearing on 24.09.2025. Shri D. V. Retharekar, Advocate, Authorised Representative, appeared for the applicant and made oral and written submissions reiterating and elaborating upon the contentions set out in Sections 1 and 2 above, including the supplementary submission dated 19.04.2022 and the additional paper-book filed on record. Shri Pramod Bachhav, Assistant Commissioner of State Tax, appeared for the revenue and reiterated

the written submissions dated on record and as summarised in Section 3 above. We have heard both sides and carefully considered the rival submissions.

5. OBSERVATIONS AND FINDINGS:

5.1 We have carefully considered the facts of the case, the documents placed on record, the written as well as the oral submissions of the applicant, and the comments of the jurisdictional officer. The application raises two inter-related issues: (a) whether the supply of the 20% MHADA-reserved flats by the applicant to the MHADA-identified allottees is a taxable supply of service under the GST Act, or is a sale of immovable property outside the ambit of GST; and (b) if the supply is taxable, what is the value of supply for the purpose of levy of GST. The issues are substantively linked and call for an integrated analysis, though we shall address each in turn.

5.2 Undisputed facts of the case. The following facts are not in dispute and emerge from the applicant's own submissions, its paper-book and the jurisdictional officer's comments:

(a) The applicant is a partnership firm engaged in real estate development, registered under the GST Act with effect from 01.07.2017 and bearing GSTIN 27AADFV3789N1ZB.

(b) The project in question — 'Shree Gopinath Sublime', Kalwa, Thane (C.T.S. Nos. 195 A/2 and 195/B) — is on a plot of 4360.74 sq. m. net area. Being a plot exceeding 4000 sq. m. in a city of over ten lakh population, it is governed by the Inclusive Housing requirement of Section 37(1AA)(C) of the MRTP Act, 1966, operationalised through the Urban Development Department's Notification No. TPB 4312/CR-45/2012/(i)/UD-11 dated 08.11.2013.

(c) By virtue of this requirement, 20% of the net plot area, i.e., 872.15 sq. m., has been earmarked for construction of 19 EWS/LIG tenements for allotment to MHADA-identified beneficiaries at MHADA-prescribed rates. In exchange for undertaking this obligation, the applicant has been granted additional Floor Space Index (FSI) of 872.15 sq. m. over and above the basic zonal FSI of 4360.74 sq. m.

(d) The project plan submitted to, and sanctioned by, the Thane Municipal Corporation identifies the specific building (Building B-1), floors (1st, 2nd and 3rd) and flat numbers to be allotted to MHADA beneficiaries, with aggregate proposed area of 872.15 sq. m. — this was done at the stage of plan-approval, well before Commencement Certificate (dated 27.07.2017).

(e) The Occupancy Certificate in respect of the project was received on 31.12.2020. MHADA declared its lottery and identified the allottees on 02.09.2021, after which the applicant approached this Authority on 04.10.2021.

(f) No monetary consideration has been received by the applicant from any MHADA-identified customer or from MHADA up to the date of the Occupancy Certificate. The monetary consideration, at MHADA-prescribed rates of ₹ 14,51,100 / ₹ 17,77,500 / ₹ 18,78,600 for the three flat sizes, will flow as sale agreements are executed with the MHADA-identified customers post-OC.

(g) The project is assessed under the pre-01.04.2019 GST regime (the 'old scheme'), under which input tax credit is available to the applicant.

5.3 Admissibility and Jurisdictional Scope. The questions raised by the applicant concern (i) whether the supply of flats to MHADA-identified customers is exempt from GST, which squarely falls under clauses (a), (b) and (e) of Section 97(2) of the CGST Act, 2017 read with the corresponding provision of the MGST Act, 2017 (classification, applicability of notification / statutory exclusion and determination of liability to pay tax), and (ii) the value of supply if held taxable, which is a question of valuation falling under clause (c) of Section 97(2). Both questions pertain to a proposed activity of the applicant — the agreements with MHADA-identified allottees were yet to be executed at the time of filing and are in contemplation — and are therefore within the scope of an 'advance ruling' as defined under Section 95(a) of the CGST Act. On a careful examination of the record, we do not find that any of the questions raised are pending or have been decided in any proceedings in the case of the applicant under any provision of the GST Act, as contemplated by the first proviso to Section 98(2) of the CGST Act, 2017. The application is therefore maintainable before this Authority and no bar of admissibility is attracted.

5.4 Question 1 — Whether the supply is a 'sale of immovable property' outside the ambit of GST.

5.4.1 We propose to answer this question by first settling the statutory framework and then applying it to the uncontroverted facts. The applicant's principal contention is that the transfer of the MHADA flats is a sale of immovable property falling outside the ambit of supply under the GST Act, because the sale agreements with the MHADA-identified allottees are executed only after the Occupancy Certificate has been obtained and the entire consideration is received post-OC. The case is built on the interplay of Para 5 of Schedule III (which excludes 'sale of land and, subject to clause (b) of paragraph 5 of Schedule II, sale of building' from the scope of 'supply') and the exception carved out in Para 5(b) of Schedule II (which treats construction of a building intended for sale as a supply of service 'except where the entire consideration has been received after issuance of completion certificate').

5.4.2 We have set out the rival position of the jurisdictional officer in Section 3 above. At the outset, we record that, though the jurisdictional officer has espoused a view favourable to the applicant, the Authority is not bound by the officer's view: the Authority is duty-bound to apply the law as it stands to the facts on record and to reach an appellately-sustainable conclusion independent of, and notwithstanding, the departmental stance. That position is well settled, and nothing in the scheme of Section 97 read with Section 98 of the CGST Act elevates the officer's comments to a concessional ceiling on the Authority's jurisdiction.

5.4.3 We begin with Section 7(1)(a) of the CGST Act, which defines the scope of 'supply'. The provision reads:

> *"supply" includes — (a) all forms of supply of goods or services or both such as sale, transfer, barter, exchange, licence, rental, lease or disposal made or agreed to be made for a consideration by a person in the course or furtherance of business.*

The expression 'all forms of supply' is deliberately expansive. The inclusive language captures every commercial transaction in the course or furtherance of business that entails a provision of goods or services for a consideration. Three essential elements must co-exist for a transaction to qualify as a supply: (i) there must be a form of transfer or disposition of goods or services or both; (ii) the transaction must be supported by a consideration; and (iii) the transaction must be in the course or furtherance of business. We are satisfied, and we so hold for reasons that follow, that each of these elements is present in the transaction under consideration.

5.4.4 We then turn to Section 2(119) of the GST Act, which defines 'works contract' as 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 the contract. The activity of constructing and ultimately transferring 19 EWS/LIG tenements to MHADA-identified beneficiaries, involving employment of materials, labour and incorporation of goods into immovable property, falls squarely within this definition. There is no doubt, and it is not seriously disputed, that the construction element of the transaction answers the statutory description of a works contract. The question is whether the existence of a post-OC agreement for sale takes the transaction out of the scope of taxable supply altogether.

5.4.5 Para 5(b) of Schedule II of the CGST Act is central to this inquiry. It reads:

> *The following shall be treated as supply of services, namely: — (b) construction of a complex, building, civil structure or a part thereof, including a complex or building intended for sale to a buyer, wholly or partly, except where the entire consideration has been received after issuance of completion certificate, where required, by the competent authority or after its first occupation, whichever is earlier.*

The legislative design is unambiguous. The rule is that construction of a building intended for sale is a supply of service. The exception — that the transaction is taken outside the scope of service — applies only where a cumulative pair of conditions is met: (i) the entire consideration is received after issuance of the completion / occupancy certificate (or first occupation), and (ii) by necessary implication, there is no pre-existing contract or obligation during construction that creates an accrual of consideration prior to that date. The exception is of narrow ambit and must be strictly construed, as is the uniform rule for interpreting exceptions to taxing provisions. The applicant must bring its case within the four corners of the exception; the benefit of doubt, at the eligibility stage, lies with the revenue. We respectfully follow the Constitution Bench of the Supreme Court in Commissioner of Customs (Import), Mumbai v. Dilip Kumar and Company and Ors., (2018) 9 SCC 1, which settled that at the eligibility stage of any exemption, exclusion or concession, the onus lies on the assessee to show that the case falls within the four corners of the beneficial provision and any ambiguity is resolved in favour of the revenue.

5.4.6 Para 5 of Schedule III, to which the applicant has resorted, excludes 'sale of land and, subject to clause (b) of paragraph 5 of Schedule II, sale of building' from the scope of supply. The opening phrase 'subject to clause (b) of paragraph 5 of Schedule II' is decisive: Schedule III Para 5 yields to Schedule II Para 5(b). Where the transaction is of the kind described in Schedule II Para 5(b) and the stipulated exception is not made out, the transaction remains a supply of service and Schedule III Para 5 does not rescue the applicant. Schedule III Para 5 is not a freestanding shelter for every builder-to-buyer transaction; its scope is confined to that which is not brought within Para 5(b) of Schedule II.

5.4.7 It is against this statutory backdrop that the uncontroverted facts must be tested. The critical factual matrix for Question 1 is set out in paragraphs 5.2(b), (c), (d), (e) and (f) above. Four features of this matrix are pivotal:

(i) The obligation to construct the 19 EWS/LIG tenements was not a post-OC obligation. It originated at the stage of plan sanction by the TMC and was a statutory pre-condition for the grant of the Commencement Certificate dated 27.07.2017. Without the applicant's written commitment to reserve 20% of the plot area for MHADA, the TMC would not — indeed could not — have sanctioned the project at all. The commitment to construct and to transfer the 19 tenements was assumed at inception, not at or after the Occupancy Certificate.

(ii) The consideration for this construction obligation was not deferred to the post-OC stage. The quid pro quo for the 20% reservation was the grant of additional FSI of 872.15 sq. m. by the TMC, over and above the basic zonal FSI. That additional FSI was a valuable economic benefit, realisable by the applicant immediately upon sanction and progressively exploited in the construction of the remaining (non-MHADA) flats in the project. The FSI was received at the commencement stage, not at the occupancy stage.

(iii) Specific buildings, floors and flat numbers were ascertained and earmarked for MHADA at the plan-approval stage itself (Building B-1, Floors 1-3, with the specific flat numbers set out in the plan). The supplies to MHADA were identified in particular form — by location, floor and number — at inception. They were neither a generic commitment to a class nor an unascertained future obligation.

(iv) The monetary component of the consideration — the MHADA-prescribed price payable by the eventual allottees — is only a second limb of a two-limbed consideration structure. The absence of an advance before OC from the MHADA-identified customers, relied upon by the applicant, is therefore not dispositive. Consideration, in the GST Act, is not confined to cash flows from the direct recipient of the service; it extends to any amount or benefit, monetary or otherwise, in respect of, in response to, or for the inducement of the supply, whether from the recipient or from any other person.

5.4.8 The last observation takes us to Section 2(31) of the GST Act, which defines 'consideration' as follows:

"consideration" in relation to the supply of goods or services or both includes, —

(a) any payment made or to be made, whether in money or otherwise, in respect of, in response to, or for the inducement of, the supply of goods or services or

both, whether by the recipient or by any other person but shall not include any subsidy given by the Central Government or a State Government; (b) the monetary value of any act or forbearance, in respect of, in response to, or for the inducement of, the supply of goods or services or both, whether by the recipient or by any other person but shall not include any subsidy given by the Central Government or a State Government: Provided that a deposit given in respect of the supply of goods or services or both shall not be considered as payment made for such supply unless the supplier applies such deposit as consideration for the said supply.

The definition is deliberately wide. Three features merit emphasis: (a) 'whether in money or otherwise' — consideration need not be in money; non-monetary benefits qualify; (b) the monetary value of any act or forbearance qualifies; and (c) the consideration may flow from 'the recipient or any other person' — it need not emanate from the direct recipient of the supply. The statutory text is therefore directly responsive to multi-limb consideration structures of the very kind we have before us.

5.4.9 Applying Section 2(31) to the present facts, we find that the consideration for the applicant's undertaking to construct and transfer the 19 MHADA flats consists of two inter-linked limbs: (i) the non-monetary consideration in the form of additional FSI of 872.15 sq. m. granted by the local authority (the TMC), which was received at the plan-approval / commencement-certificate stage; and (ii) the monetary consideration receivable from the MHADA-identified customers at MHADA-prescribed rates, post-OC. The additional FSI is consideration in the form of valuable development rights flowing 'from any other person' (the TMC as the local authority); it is received 'in respect of' and 'for the inducement of' the applicant's undertaking to construct and transfer the MHADA flats; and it is of quantifiable economic value because, but for the additional FSI, the applicant could not have constructed the additional 872.15 sq. m. of saleable area exploited by it in the project. The proposition that 'no consideration was received before OC' is therefore factually untenable: the more valuable of the two consideration limbs — the additional FSI — was received at the very inception of the project.

5.4.10 In arriving at this finding, we have considered and rejected the argument that the additional FSI is a mere regulatory concession and not consideration. The distinction between a regulatory dispensation and consideration is a well-known one, but it is of no assistance to the applicant here. The FSI is not granted gratuitously; it is granted as a direct reciprocation for the applicant's written commitment to construct and transfer the MHADA flats. The 08.11.2013 GR of the Urban Development Department is itself structured as an exchange: the developer receives the right to construct additional saleable area; in return, the developer constructs and transfers the inclusive-housing flats. This bilateral structure is the quintessence of a quid pro quo. The tag of a 'statutory mandate' does not alter the character of the exchange for GST purposes; it merely describes the legal scaffolding under which the exchange occurs.

5.4.11 Once it is established that a consideration — albeit partly in the form of additional FSI received at inception — flows to the applicant in respect of its construction undertaking, the premise of the applicant's case under the exception to Para 5(b) of Schedule II collapses. The condition for the exception is that 'the entire consideration' be received after the completion / occupancy certificate. Where a component of the consideration (the additional FSI) is received at the commencement stage, that condition is, on any fair reading, not satisfied. The transaction therefore remains within the ambit of Para 5(b) of Schedule II and is taxable as a supply of service.

5.4.12 The applicant's reliance on the date of execution of the sale agreements with MHADA-identified customers is, in our considered view, misplaced. The execution of the sale deed post-OC is the final documentation of a transaction whose legal character was fixed long before — at the stage of the plan-approval and grant of the Commencement Certificate. Sub-section (1A) of Section 7, and the legislative objective of the GST Act more broadly, direct that the substance of a transaction is to prevail over its form. A transaction that is, in essence, a construction obligation undertaken at inception and reciprocated by additional FSI cannot shed its character merely because the final paperwork of transfer is signed later. The settled rule, expressed by the Supreme Court in McDowell & Co. v. Commercial Tax Officer, (1985) 3 SCC 230 — and retained through the refinements in later jurisprudence — is that structures which serve to disguise the true character of a transaction cannot displace the legal incidence of tax. While we do not impute any colourable motive to the applicant, the principle operates at the level of characterisation: the true nature of the transaction must be ascertained from its substance, not from its final label.

5.4.13 We have also carefully considered the rulings cited by the jurisdictional officer — B.R. Sridhar, Karnataka (dated 07.11.2020) and Bindu Ventures, Karnataka — in support of the contention that sales after OC are not taxable. These rulings, as represented in the officer's comments, proceeded on facts where the transaction was one of a simple post-completion sale of a building, with no pre-existing obligation to construct that flat for a specific purpose and no pre-completion consideration in any form. The ratio of those rulings, on the officer's own showing, turned on the absence of any pre-completion link — contractual or consideration-based — to the eventual sale. The facts before us are materially different: here, the obligation to construct a specific number of earmarked tenements at specified locations was taken at the inception of the project, the identity of the specific flats to be so transferred was fixed in the TMC-sanctioned plan, and additional FSI of 872.15 sq. m. was granted at that stage as the direct reciprocal benefit. The ratio of the rulings relied upon by the officer does not extend to these facts. We accordingly find that those rulings, which in any event are not binding on this Authority, are distinguishable and do not advance the applicant's case.

5.4.14 We next address the applicant's argument that, because the entire construction has already been completed (OC of 31.12.2020) and the MHADA allottees were identified only thereafter (on 02.09.2021 by lottery), there can be no works-contract service rendered to them. The argument proceeds on a mis-conception of the temporal incidence of a works-contract supply. A works-contract service, under the GST Act, is not identified by reference

to the instant of identification of the ultimate beneficiary; it is identified by reference to the underlying activity — construction, fabrication, etc. — that, when coupled with consideration and the furtherance of business, constitutes the taxable supply. The identification of the ultimate allottees by lottery is an administrative mechanism for distribution under MHADA's scheme; it is not a condition precedent to the existence of the supply. The supply is the construction-cum-transfer undertaking of the applicant; the allottees so identified are the designated recipients of that supply in execution of the pre-existing obligation.

5.4.15 A related observation is merited on the structure of Section 7 read with Para 5(b) of Schedule II. Para 5(b) is so framed as to capture construction activity that is performed prior to completion and is referable to an agreement for sale or a like obligation. It is not framed as a provision that requires contemporaneous, named, identified buyers at the stage of construction. The MHADA-inclusive-housing arrangement fits squarely within the legislative imagination of Para 5(b): a builder undertakes to construct and transfer a class of tenements on the security of a regulatory obligation and in exchange for a reciprocal benefit, with identification of the individual buyer being accomplished by administrative mechanisms at a later stage.

5.4.16 The applicant's submission that the 20% MHADA supplies, being made at below-cost administered prices, are not 'commercial' transactions in the course or furtherance of business is also not a convincing ground to exclude them from the scope of Section 7. The applicant's own submissions at paragraphs 1.5.10 and 1.6 confirm that the entire project — of which the MHADA tranche is an integral limb by virtue of which the project could be undertaken at all — is a commercial venture, assessed under the pre-01.04.2019 regime with ITC benefits. The MHADA supplies are a sine qua non for the commercial viability of the larger project, and the additional FSI is a cross-subsidy that the commercial tranche (the non-MHADA 80%) must be presumed to reflect. The MHADA supplies are not philanthropic or gratuitous; they are a regulated component of the applicant's commercial real-estate enterprise. They are, unmistakably, in the course and furtherance of the applicant's business.

5.4.17 Taking the foregoing analysis together, we are of the considered view that the supply of the 19 MHADA flats by the applicant to the MHADA-identified allottees is a taxable supply of works-contract service falling within Section 2(119) read with Para 5(b) of Schedule II of the GST Act. The exception in Para 5(b) of Schedule II is not made out on the facts, because 'the entire consideration' was not received after the Occupancy Certificate — the non-monetary consideration of additional FSI was received at the Commencement Certificate stage. Para 5 of Schedule III, being expressly subject to Para 5(b) of Schedule II, does not rescue the transaction. The contention that the supply is a sale of immovable property outside the ambit of GST is accordingly not accepted. Question 1 is answered in the negative.

5.5 Question 2 — Value of Supply.

5.5.1 Having held that the supply is a taxable works-contract service, we now address the question of its value. The applicant contends that the MHADA-prescribed price — being a

Government-administered price which the applicant is bound to charge — is the 'open market value' and is the correct value for the purpose of levy of GST. In the alternative, the applicant contends that the difference between the market price and the MHADA price is in the nature of a Government subsidy excludible under Section 15(2)(e). The jurisdictional officer, on the other hand, has submitted that if the supply is taxable, its value under Section 15(1) would be the actual agreement value with the MHADA-identified customer. We examine each position.

5.5.2 The starting point is Section 15(1) of the GST Act:

> *The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply.*

Section 15(1) applies only where two conditions are satisfied: (i) the supplier and the recipient are not related persons, and (ii) the price is the sole consideration for the supply. In the present case, there is no contention of relatedness between the applicant and the MHADA-identified allottees, and we proceed on the footing that they are unrelated. However, on our finding at paragraphs 5.4.8 to 5.4.11 above, the price payable by the MHADA-identified allottees at MHADA-prescribed rates is not the sole consideration for the applicant's supply: the applicant has also received the additional FSI of 872.15 sq. m. from the local authority as a non-monetary limb of the consideration. The second condition of Section 15(1) is therefore not satisfied. Consequently, the transaction value under Section 15(1) is not directly applicable, and valuation must proceed under Section 15(4) read with the valuation rules prescribed under Chapter IV of the CGST Rules, 2017.

5.5.3 The next question is which rule of the CGST Rules is the appropriate rule of valuation. Rule 27 is the specific rule for the value of supply of goods or services 'where the consideration is not wholly in money'. It provides:

> *Where the supply of goods or services is for a consideration not wholly in money, the value of the supply shall, — (a) be the open market value of such supply; (b) if the open market value is not available under clause (a), be the sum total of consideration in money and any such further amount in money as is equivalent to the consideration not in money, if such amount is known at the time of supply; (c) if the value of supply is not determinable under clause (a) or clause (b), be the value of supply of goods or services or both of like kind and quality; (d) if the value is not determinable under clause (a) or clause (b) or clause (c), be the sum total of consideration in money and such further amount in money that is equivalent to consideration not in money as determined by the application of rule 30 or rule 31 in that order.*

The rule is structured as a hierarchy. The primary test is the open market value of the supply; the subsidiary tests apply in descending order only if the primary test is not available. Whether the primary test is available is a fact-sensitive inquiry. For the reasons that follow, we are satisfied that the primary test is available on the facts before us.

5.5.4 'Open market value' is defined in the Explanation to Chapter IV of the CGST Rules as follows:

> *'open market value' of a supply of goods or services or both means the full value in money, excluding the integrated tax, central tax, State tax, Union territory tax and the cess payable by a person in a transaction, where the supplier and the recipient of the supply are not related and the price is the sole consideration, to obtain such supply at the same time when the supply being valued is made.*

Three features of the definition are germane: (i) it is the price in money; (ii) it contemplates an arms-length, unrelated-party transaction in which price is the sole consideration; (iii) it is referenced to the same time as the supply being valued, so as to remove temporal distortions.

5.5.5 Applying this definition to the present facts, it is apparent that the MHADA-prescribed price does not fit the description of an open market value. The MHADA price is not the full price in money payable in an arms-length transaction where price is the sole consideration; it is an administered price which the applicant is compelled to charge as a pre-condition for the project's commencement and as a part of the reciprocal exchange for the additional FSI. The MHADA price is not 'freely' negotiated; it is imposed by regulatory fiat and it reflects a social-welfare cross-subsidy, not prevailing commercial conditions. More fundamentally, the MHADA-prescribed price is not the price at which the supply — being the construction-and-transfer of the 19 flats — 'would be obtained' in the open market at the same time: the open market is populated by arm's-length non-MHADA buyers whose transactions proceed without the administered-price overlay and without an additional-FSI quid-pro-quo. The MHADA price therefore cannot be equated with, or adopted as, the open market value of the supply.

5.5.6 What, then, is the open market value? In a case such as the present, the applicant itself sells flats of broadly comparable description — albeit in varying sizes and configurations — in the very same project to non-MHADA buyers on an arms-length basis. Those transactions are conducted at negotiated prices, with price as the sole consideration (no additional FSI attached), at contemporaneous times. They are, in the classical sense, open market transactions, and they provide the most proximate, reliable and factually grounded benchmark of 'the price that would be obtained' for comparable flats in the same project. The applicant's own ready-reckoner values (at ₹ 41 lakh, ₹ 50 lakh and ₹ 54 lakh for flats of 38.17, 46.62 and 49 sq. m. respectively), produced by the applicant itself in Table at paragraph 2.2 as indicative of prevailing market values, serve as further corroboration of the existence of a robust open market benchmark. We accordingly hold that the open market value under Rule 27(a) for the MHADA flats is the price at which comparable flats (adjusted for size, floor, orientation and other relevant attributes) are sold by the applicant to non-MHADA buyers in the same project under normal commercial conditions.

5.5.7 We are fortified in this conclusion by the internal logic of Rule 27 itself. If the MHADA-prescribed price were to be adopted as the open market value of the supply, the 'value' limb of the consideration would entirely collapse the non-monetary consideration (the additional FSI) — contrary to the plain language of Rule 27, which contemplates valuation

'where the consideration is not wholly in money' and is specifically designed to capture the full economic value of a bifurcated consideration. Adopting the MHADA price as open market value would render Rule 27 otiose in the very class of cases for which it was designed, and would be a construction that the Rule cannot bear.

5.5.8 We now deal with the applicant's alternative submission that the difference between the market price and the MHADA price is a subsidy under Section 15(2)(e) and is excludible. Section 15(2)(e) reads:

> *The value of supply shall include — (e) subsidies directly linked to the price excluding subsidies provided by the Central Government and State Governments. Explanation. — For the purposes of this sub-section, the amount of subsidy shall be included in the value of supply of the supplier who receives the subsidy.*

For the applicant's submission to succeed, three elements must be established: (i) there must be a subsidy; (ii) the subsidy must be provided by the Central Government or a State Government; and (iii) the subsidy must be directly linked to the price. Each element fails on the facts.

First, there is no disbursement or amount paid to the applicant in the nature of a subsidy. The applicant does not receive any sum, grant, concession, rebate, refund, reimbursement or similar payment from any Government or Government agency in respect of the MHADA supplies. What the applicant receives is (a) additional FSI from the local authority, and (b) MHADA-prescribed price from the ultimate allottees. Neither is a subsidy in the ordinary or statutory sense of the term.

Second, even if the grant of additional FSI were to be characterised as a non-monetary concession, it is granted by the Thane Municipal Corporation — a local authority — and not by the Central Government or a State Government. The exclusion in Section 15(2)(e) is confined to subsidies provided 'by the Central Government and State Governments', and is not extended by the statute to subsidies from local authorities. A local authority, though clothed with public functions, is not conflated with the State Government for the purposes of Section 15(2)(e).

Third, the applicant's construction — that the 'implicit subsidy' (the difference between market and MHADA price) is to be deducted — treats the quid-pro-quo of the FSI arrangement as a subsidy payable in kind. This is, with respect, a mischaracterisation. The FSI is not a subsidy to the applicant; it is consideration paid by the local authority to the applicant in exchange for the applicant's undertaking to construct and transfer the MHADA flats. Far from being excludible, it is part of the consideration that swells the value of the supply under Rule 27.

For all three reasons, the subsidy-based argument fails and the benefit of Section 15(2)(e) is not available.

5.5.9 We have also weighed the applicant's reliance on the Circular dated 08.09.2015 of the Inspector General of Registration, Pune — which, on the applicant's own showing, treats Government-administered values as 'market value' for stamp-duty purposes — and find it to be of no assistance in the present GST context. The stamp-duty construct and the GST valuation construct proceed on different statutory moorings and different policy objectives: stamp duty is a tax on the instrument and is concerned with the value ascribable to the transaction for the

purposes of the Indian Stamp Act, 1899 / Maharashtra Stamp Act, 1958; GST is a tax on supply and values the transaction under Section 15 read with the CGST Rules. An administered-value acceptance for stamp-duty purposes does not travel across to GST. The Circular is not a source of law for GST valuation and is not binding on this Authority. In any event, the Circular is relied upon by analogy only, and analogical extension is not a permissible mode of interpretation of a taxing statute.

5.5.10 As for the applicant's policy argument — that adoption of the open market value would defeat the inclusive-housing objective and impose a GST burden disproportionate to the economically-weaker recipients — we acknowledge the social concern that animates the submission. However, it is well settled that the charge of a tax under a taxing statute is a matter of statutory text and structure, not of equity. Where the charging provisions apply and no valid exemption or exclusion is made out, the tax follows; the equity of the outcome is a matter for the legislature, the GST Council or the executive to address through exemptions, concessions, refund mechanisms or rate rationalisation. The applicant's own position at paragraph 1.5.10 — that the project is under the old scheme with ITC admissibility — provides the applicant the means to pass through the embedded tax on inputs, which partially mitigates the cascade. The policy plea, while earnest, does not alter the application of Section 15 and Rule 27.

5.5.11 Drawing the strands of the valuation analysis together, we hold that (i) Section 15(1) is not applicable to the supply because price is not the sole consideration — the applicant also receives the additional FSI as non-monetary consideration; (ii) Rule 27 of the CGST Rules applies because the consideration is not wholly in money; (iii) the primary test under Rule 27(a) — the open market value — is available and is to be adopted; (iv) the open market value is the price at which comparable flats in the same project are sold by the applicant to non-MHADA buyers on an arms-length basis, suitably adjusted for relevant attributes (size, floor, orientation, amenities and the like); (v) the MHADA-prescribed price is not the open market value and cannot be so adopted; and (vi) the subsidy exclusion under Section 15(2)(e) is not attracted on the facts.

5.5.12 Having said this, we are also mindful that the actual arithmetic of valuation — including the selection of the comparable non-MHADA flats, the adjustments for differences in attributes, and the determination of the taxable value for each allotment — is a matter of fact and quantification which falls within the domain of the proper officer in assessment, and not within the remit of this Authority under Section 97. This Authority pronounces on the legal framework and the rule of valuation applicable; the quantification in each allotment is to be worked out by the applicant in accordance with this ruling and is subject to verification by the jurisdictional officer in the usual course.

5.6 In view of the above discussion, we are of the considered view that (a) the supply of the 19 MHADA flats by the applicant to MHADA-identified allottees is a taxable supply of works-contract service under the GST Act and is not excluded by Para 5 of Schedule III or by the exception to Para 5(b) of Schedule II; and (b) the value of such supply is to be determined under Rule 27(a) of the CGST Rules, 2017 as the open market value — which is the price of comparable flats sold by the applicant to non-MHADA buyers in the same project on an arms-length basis — and is not the MHADA-prescribed administered price.

6. In view of the extensive deliberations as held hereinabove, we pass an order as follows:

ORDER

(Under Section 98 of the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017)

NO. GST-ARA- 42/2021-22/B- 54 **Mumbai,**

dt. 30/03/2026

For reasons as discussed in the body of the order, the questions are answered thus —

Question 1: Whether supply of flats to MHADA identified customers after Occupancy Certificate (OC) is exempted from levy of GST being it is sale of immovable property which is not liable to GST?

Answer: Answered in the negative. The supply of 19 EWS/LIG flats by the applicant to MHADA-identified allottees in the project 'Shree Gopinath Sublime', Kalwa, Thane, is a taxable supply of works-contract service within Section 2(119) read with Para 5(b) of Schedule II of the CGST Act, 2017 and the MGST Act, 2017, and is not excluded by Para 5 of Schedule III.

Question 2: In these circumstances if it is treated and held as taxable supply assuming that being "services of works contract service" is rendered to MHADA identified 20% flats then what is the value of supply for GST? Whether it is MHADA dictated value of supply or Market value of supply?

Answer: The value of supply in respect of the aforesaid MHADA flats is to be determined under Rule 27(a) of the CGST Rules, 2017 read with the Explanation to Chapter IV thereof, and shall be the open market value — being the price at which comparable flats are sold by the applicant to non-MHADA buyers in the same project on an arms-length basis. The MHADA-prescribed administered price is not the open market value and cannot be adopted as the value of supply.

MEMBER ADVANCE RULING AUTHORITY ★ MAHARASHTRA STATE, MUMBAI ★

D. P. GOJAMGUNDE
(MEMBER)

Himani Dhamija

HIMANI DHAMIJA
(MEMBER)

PLACE: Mumbai

Copy to:

1. The applicant.
2. The concerned Central / State officer.
3. The Commissioner of State Tax, Maharashtra State, Mumbai.
4. The Pr. Chief Commissioner of Central Tax, Churchgate, Mumbai.
5. The Joint Commissioner of State Tax, MAHAVIKAS, for website.

Note: — An Appeal against this advance ruling order shall be made before the Maharashtra Appellate Authority for Advance Ruling for Goods and Services Tax, 15th Floor, Air India Building, Nariman Point, Mumbai – 400021. Online facility is available on **gst.gov.in** for online appeal application against the order passed by the Advance Ruling Authority.