


<p>आयुक्त का कार्यालय केंद्रीय वस्तु एवं सेवा कर एवं उत्पाद शुल्क ,अहमदाबाद उत्तर, कस्टम हाँउस(तल प्रथम) नवरंगपुरा- अहमदाबाद ,380009</p>		<p>Office of the Commissioner of Central Goods & Services Tax & Central Excise, Ahmedabad North, Custom House(1st Floor) Navrangpura, Ahmedabad-380009</p>
<p>फ़ोन नंबर./ PHONE No.: 079-2754 4599 फ़ैक्स/ FAX : 079-2754 4463 E-mail:- oaahmedabad2@gmail.com</p>		

निबन्धित पावती डाक द्वारा / By REGISTERED POST AD

फा .सं/. F.NO. STC/15-75/OA/2021

DIN : 20221264WT000061136B

आदेश की तारीख / Date of Order : 28.12.2022
जारी करने की तारीख / Date of Issue : 28.12.2022

द्वारा पारित/Passed by -

उपेन्द्र सिंह यादव / UPENDRA SINGH YADAV
आयुक्त / COMMISSIONER

मूल आदेश संख्या /

ORDER-IN-ORIGINAL No. AHM-EXCUS-002-COMMR- 32 /2022-23

जिस व्यक्ति(यों) को यह प्रति भेजी जाती है, उसे व्यक्तिगत प्रयोग के लिए निःशुल्क प्रदान की जाती है।

This copy is granted free of charge for private use of the person(s) to whom it is sent.

2. इस आदेश से असंतुष्ट कोई भी व्यक्ति -इस आदेश की प्राप्ति से तीन माह के भीतर सीमा शुल्क ,उत्पाद शुल्क एवं सेवाकर अपीलीय न्यायाधिकरण ,अहमदाबाद पीठ को इस आदेश के विरुद्ध अपील कर सकता है। अपील सहायक रजिस्ट्रार ,सीमा शुल्क ,उत्पाद शुल्क एवं सेवाकर अपीलीय न्यायाधिकरण , द्वितीय तल, बाहुमली भवन असरवा, गिरधर नगर पुल के पास, गिरधर नगर, अहमदाबाद, गुजरात 380004 को संबोधित होनी चाहिए।

Any person deeming himself aggrieved by this Order may appeal against this Order to the Customs, Excise and Service Tax Appellate Tribunal, Ahmedabad Bench within three months from the date of its communication. The appeal must be addressed to the Assistant Registrar, Customs, Excise and Service Tax Appellate Tribunal, 2nd Floor, Bahumali Bhavan Asarwa, Near Girdhar Nagar Bridge, Girdhar Nagar, Ahmedabad, Gujarat 380004.

2.1 इस आदेश के विरुद्ध अपील न्यायाधिकरण में अपील करने से पहले मांगे गये शुल्क के 7.5% का भुगतान करना होगा, जहाँ शुल्क यानि की विवादग्रस्त शुल्क या विवादग्रस्त शुल्क एवं दंड या विवादग्रस्त दंड शामिल है ।

An appeal against this order shall lie before the Tribunal on payment of 7.5% of the duty demanded where duty or duty and penalty are in dispute, or penalty, where penalty alone is in dispute.

(as per amendment in Section 35F of Central Excise Act,1944 dated 06.08.2014)

3. उक्त अपील प्रारूप सं .इ.ए 3.में दाखिल की जानी चाहिए। उसपर केन्द्रीय उत्पाद शुल्क (अपील) नियमावली 2001 ,के नियम 3 के उप नियम (2)में विनिर्दिष्ट व्यक्तियों द्वारा

हस्ताक्षर किए जाएंगे। उक्त अपील को चार प्रतियाँ में दाखिल किया जाए तथा जिस आदेश के विरुद्ध अपील की गई हो, उसकी भी उतनी ही प्रतियाँ संलग्न की जाएँ (उनमें से कम से कम एक प्रति प्रमाणित होनी चाहिए।) अपील से संबन्धित सभी दस्तावेज भी चार प्रतियाँ में अग्रेषित किए जाने चाहिए।

The Appeal should be filed in Form No. E.A.3. It shall be signed by the persons specified in sub-rule (2) of Rule 3 of the Central Excise (Appeals) Rules, 2001. It shall be filed in quadruplicate and shall be accompanied by an equal number of copies of the order appealed against (one of which at least shall be certified copy). All supporting documents of the appeal should be forwarded in quadruplicate.

4. अपील जिसमें तथ्यों का विवरण एवं अपील के आधार शामिल हैं चार प्रतियों में दाखिल, उसकी भी उतनी ही, की जाएगी तथा उसके साथ जिस आदेश के विरुद्ध अपील की गई हो उनमें से कम से कम एक प्रतियाँ संलग्न की जाएंगी एक प्रमाणित प्रति होगी।

(The Appeal including the statement of facts and the grounds of appeal shall be filed in quadruplicate and shall be accompanied by an equal number of copies of the order appealed against (one of which at least shall be a certified copy.)

5. अपील का प्रपत्र अंग्रेजी अथवा हिन्दी में होगा एवं इसे संक्षिप्त एवं किसी तर्क अथवा विवरण के बिना अपील के कारणों के स्पष्ट शीर्षों के अंतर्गत तैयार करना चाहिए एवं ऐसे कारणों को क्रमानुसार क्रमांकित करना चाहिए।

The form of appeal shall be in English or Hindi and should be set forth concisely and under distinct heads of the grounds of appeals without any argument or narrative and such grounds should be numbered consecutively.

6. अधिनियम की धारा 35बी के उपबन्धों के अंतर्गत निर्धारित फीस जिस स्थान पर पीठ स्थित है, वहां के किसी भी राष्ट्रीयकृत बैंक की शाखा से न्यायाधिकरण की पीठ के सहायक रजिस्ट्रार के नाम पर रेखांकित माँग ड्राफ्ट के जरिए अदा की जाएगी तथा यह माँग ड्राफ्ट अपील के प्रपत्र के साथ संलग्न किया जाएगा।

The prescribed fee under the provisions of Section 35 B of the Act shall be paid through a crossed demand draft, in favour of the Assistant Registrar of the Bench of the Tribunal, of a branch of any Nationalized Bank located at the place where the Bench is situated and the demand draft shall be attached to the form of appeal.

7. न्यायालय शुल्क अधिनियम 1970, की अनुसूची, 1-मद 6 के अंतर्गत निर्धारित किए अनुसार संलग्न किए गए आदेश की प्रति पर 1.00रुपया का न्यायालय शुल्क टिकट लगा होना चाहिए।

The copy of this order attached therein should bear a court fee stamp of Re. 1.00 as prescribed under Schedule 1, Item 6 of the Court Fees Act, 1970.

8. अपील पर भी रु 4.00 का न्यायालय शुल्क टिकट लगा होना चाहिए।

Appeal should also bear a court fee stamp of Rs. 4.00.

विषय: -कारण बताओ सूचना:

Subject- Proceedings initiated vide Show Cause Notice no. STC/15-75/OA/2021 dated 23.04.2021 issued to M/s. Maruti Construction Company, 18, Fouram Row House, Opp. Gujarat High Court, Sola, Ahmedabad -380061

ORDER-IN-ORIGINAL No. AHM-EXCUS-002-COMMR- 32 /2022-23

M/s. Maruti Construction Company, 18, Fouram Row House, Opp. Gujarat High Court, Sola, Ahmedabad -380061 were issued SCN F. No. STC/15-75/OA/2021 dated 23.04.2021 by the Commissioner, Central GST & Central Excise, Ahmedabad North, Ahmedabad.

BRIEF FACTS OF THE CASE PERTAINING TO THE SCN ISSUED TO M/S. MARUTI CONSTRUCTION COMPANY, ARE AS FOLLOWS:

M/s. Maruti Construction Company, 18, Fouram Row House, Opp. Gujarat High Court, Sola, Ahmedabad -380061 (hereinafter referred to as the 'assessee' for the sake of brevity) were engaged in providing taxable services, and were holding Service Tax Registration No. AETPP7047MSD001.

2. Analysis of "Sales/Gross Receipts from Services (Value from ITR)", the "Total Amount Paid/Credited under 194C, 194H, 194I, 194J" and "Gross value of Services Provided" in respect of M/s. Maruti Construction Company, was undertaken by the Central Board of Direct Taxes (CBDT) for the F.Y. 2015-16 and 2016-17, and details of the said analysis were shared by the CBDT with the Central Board of Indirect Taxes (CBIC).

3. As per the records available with the Divisional Office of Division-VII and on going through the Third Party Data provided by CBDT of the said assessee for the F.Y. 2015-16 and 2016-17, the total sales of service (Value from ITR/Form 26) were found to be not tallying with Gross Value of Service Provided, as declared in ST-3 Return for F.Y. 2015-16 and 2016-17. Therefore, it appeared that the said assessee had declared less/not declared any taxable value in their Service Tax Returns (ST-3) for F.Y. 2015-16 and 2016-17 as compared to the Service related taxable value declared in their ITR/Form 26AS ("Sales/Gross Receipts from Services OR Total Amount paid /Credited Under 194C, 194H, 194I, 194J") for 2015-16 and 2016-17. The difference in value as observed for F.Y. 2015-16 and 2016-17, was as under:

Sr. No.	FY	Taxable Value as per ST-3 Returns (in Rs.)	Gross Receipts from services (Value from ITR/26AS) (in Rs.)	Difference Between Value of Services from ITR/26AS and Gross Value in Service tax provided (in Rs.)	Resultant Service tax short paid (in Rs.)
1	2015-16	0	11,30,09,845	11,30,09,845	1,63,86,428
2	2016-17	0	12,39,66,087	12,39,66,087	1,85,94,913
			23,69,75,932	23,69,75,932	3,49,81,341

Therefore, it appeared that the said assessee had short /not paid service tax to the extent of Rs. 3,49,81,341/- (including Cess) on the differential value of Rs. 23,69,75,932/-.

4. Accordingly, the service tax liability of M/s. Maruti Construction Company was worked out solely on the basis of income mentioned in ITR/Form 26AS, which were shared by Income tax Department. The said income was considered as the Total Taxable value in order to ascertain the service tax liability under Section 67 of the Finance Act, 1994.

5. As per Section 68 of the Finance Act, 1994 every person liable to pay service tax shall pay service tax at the rate specified in Section 66B in such manner and within such period which is prescribed under Rule 6 of the Service tax Rules 1994.

6. As per the provisions of Section 70 (Furnishing of Returns) of the Finance Act, 1994:

“(1) Every person liable to pay the service tax shall himself assess the tax due on the services provided by him and shall furnish to the Superintendent of Central Excise, a return in such form and in such manner and at such frequency and with such late fee not exceeding twenty thousand rupees, for delayed furnishing of return, as may be prescribed.

(2) The person or class of persons notified under sub-section (2) of section 69, shall furnish to the Superintendent of Central Excise, a return in such form and in such manner and at such frequency as may be prescribed.”

7. As per the provisions of Section 73(1) of the Finance Act, 1994 where any Service Tax has not been levied or paid or has been short levied or short paid by reasons of willful mis-statement or suppression of facts with intent to evade payment of Service Tax, the Central Excise Officer may within five years from the relevant date, serve a notice on the person chargeable with Service Tax which has not been levied or paid or which has been short levied or short paid requiring him to show cause why he should not pay the amount specified in the notice.

8. As per Rule 6 of the Service Tax Rules, 1994, the Service Tax shall be paid to the credit of the Central Government by 5th day of the month, immediately following the said calendar month in which the payments are received, towards the value of taxable service. Rule 7 of the Service Tax Rules, 1994 stipulates that the assessee shall submit their Service Tax returns in the form ST-3 within the prescribed time.

9. From the documentary evidence available at the relevant time, it appeared that the said assessee had failed to pay/short paid/deposit Service Tax to the extent of Rs. 3,49,81,341/- (including Cess) which was arrived at on the basis of difference of taxable value declared in their ST-3 returns during the Financial Year 2015-16 and 2016-17 vis-à-vis "Sales /Gross Receipts from Services (ITR)" OR "Total Amount paid /Credited Under 194C, 194H, 194I, 194J" (as per Form 26AS). The said short payment appeared to have been done with intent to evade payment of Service Tax. Accordingly, it appeared that the said assessee had failed to discharge the Service Tax liability of Rs. 3,49,81,341/- (including Cess) worked out on value of Rs. 23,69,75,932/- and therefore, the said Service Tax was required to be demanded/recovered from them under Section 73(1) of the Finance Act, 1994 read with Section 68 of the Finance Act, 1994.

10. Therefore, it appeared that the said assessee had (i) failed to declare correctly, assess and pay the service tax due on the taxable services provided by them and to maintain records and furnish returns, in such form i.e. ST-3 and in such manner and at such frequency, as required under Section 70 of the Finance Act, 1994 read with Rule 6 & 7 of the Service Tax Rules, 1994; (ii) failed to determine the correct value of taxable service provided by them under Section 67 of the Finance Act, 1994; (iii) failed to pay the Service Tax correctly at the appropriate rate within the prescribed time in the manner and at the rate as provided under the said provision of Section 66B and Section 68 of the Finance Act, 1994 and Rules 2 & 6 of the Service Tax Rules, 1994 in as much as they had not paid service tax as worked out in the Table for Financial Year 2015-16 and 2016-17; (iv) contravened the provisions of Section 68, and 70 of the Finance Act, 1994 read with rule 6, and 7 of Service Tax Rules, 1994 which appeared to be punishable under the provisions of Section 78 of the Finance Act, 1994 as amended from time to time; (v) made themselves liable to pay interest at the appropriate rates for the period from due date of payment of service tax till the date of actual payment as per the provisions of Section 75 of the Finance Act, 1994; (vi) also contravened the provision of Rule 7 read with Section 70 of the Finance Act, 1994 in as much as they failed to assess their service tax liability and failed to file correct ST-3 Returns.

11. It had been noticed that at no point of time, the assessee had disclosed full, true and correct information about the value of the services provided by them or intimated to the Department regarding receipt/providing of Services of the differential value, that had come to the notice of the Department only after going through the Third Party CBDT data generated for the Financial Year 2015-

16 and 2016-17. From the evidences gathered/ available at the relevant time, it appeared that the said assessee had knowingly suppressed the facts regarding receipt of/providing of services by them, and thereby not paid/short paid/not deposited Service Tax thereof to the extent of Rs. 3,49,81,341/-. Thus, it appeared that there was a deliberate withholding of essential and material information from the department about service provided and value realized by the assessee which were in direct contradiction with the spirit of self assessment and faith reposed in the service provider by the government.

12. As per Section 75 ibid every person liable to pay the tax in accordance with the provisions of Section 68, or rules made there under, who fails to credit the tax or any part thereof to the account of the Central Government within the period prescribed, is liable to pay simple interest (at such rate not below ten per cent and not exceeding thirty six per cent per annum, as is for the time being fixed by the Central Government, by Notification in the Official Gazette) for the period by which such crediting of the tax or any part thereof is delayed. It appeared that the said assessee had short paid/not-paid Service Tax of Rs. 3,49,81,341/- on the actual value received towards taxable services provided which appeared to be recoverable under proviso to Section 73(1) of the Finance Act, 1994 along with interest under Section 75 ibid not paid by them under Section 68 of the Finance Act read with Rule 6 of Service Tax Rules, 1994 inasmuch as the said assessee had suppressed the facts from the department and had contravened the provisions with an intent to evade payment of Service Tax. The said assessee had not discharged their Service tax liability and hence was also liable to pay interest under Section 75 of the Finance Act.

13. No data was shared by the CBDT, for the period FY 2017-18 (upto June-2017) and the assessee had failed to provide any information regarding rendering of taxable service for this period, therefore, at the time of issuance of SCN it was not possible to quantify short payment of Service Tax, if any, for the period FY 2017-18 (upto June-2017).

Unquantified demand at the time of issuance of SCN.

Para 2.8 of the Master Circular No. 1053/02/2017-CX dated 10.03.2017 issued by the CBEC, New Delhi clarified that:

'2.8 Quantification of duty demanded: It is desirable that the demand is quantified in the SCN, however if due to some genuine grounds it is not possible to quantify the short levy at the time of issue of SCN, the SCN would not be considered as invalid. It would still be desirable that the principles and manner of computing the amounts due from the assessee are clearly laid down in this part of the SCN. In the case of Gwalior Rayon Mfg. (Wvg.) Co. Vs .UOI,

1982 (010) ELT 0844 (MP), the Madhya Pradesh High Court at Jabalpur affirms the same position that merely because necessary particulars have not been stated in the show cause notice, it could not be a valid ground for quashing the notice, because it is open to the petitioner to seek further particulars, if any, that may be necessary for it to show cause if the same is deficient.'

14. All the above acts of contravention on the part of the said assessee resulted into non-payment of Service Tax and they appeared to have been committed by way of suppression of material facts and contravention of provisions of Finance Act, 1994 with an intent to evade payment of Service Tax as discussed in the foregoing paras and therefore, the Service Tax amounting to Rs. 3,49,81,341/- (inclusive of Cess) not paid was required to be demanded and recoverable from them under the proviso to Section 73(1) of the Finance Act, 1994 alongwith Interest thereof at appropriate rate under the provisions of Section 75 of the Finance Act, 1994.

15. All these acts of contravention of the provisions of Section 67, Section 68 and Section 70 of the Finance Act, 1994 read with Rule 6 & Rule 7 of the Service Tax Rules, 1994 appeared to be punishable under the provisions of Section 77 of the Finance Act, 1994 as amended from time to time. In view of the above, it appeared that the said assessee had contravened the provisions of Finance Act, 1994 and the rules made there under. All the contraventions and violations made by the said assessee appeared to have rendered the assessee liable to penalty under Section 77 of the Finance Act.

16. In addition to the contravention, omission and commission on the part of the said assessee as stated in the foregoing paras, it appeared that the said assessee had willfully suppressed the facts, nature and value of service provided by them with an intent to evade the payment of Service Tax thus rendering them liable for penalty under Section 78 of the Finance Act, 1994.

17. The assessee was given opportunity to appear for pre-SCN consultation on 22.04.2021, but the same was not attended by them.

18. Therefore, Show Cause Notice dated 23.04.2021 was issued to the assessee asking them as to why:

- (i) Service Tax amounting to Rs. 3,49,81,341/- (Rupees Three Crore Forty Nine Lakh Eighty One Thousand Three Hundred Forty One Only) short/ not paid towards provision of those services, should not be confirmed and recovered from them under proviso to Sub-section (1) of Section 73 of Finance Act, 1994.

- (ii) Interest at the appropriate rate should not be demanded and recovered from them under Section 75 of the Finance Act, 1994;
- (iii) Penalty should not be imposed upon them under the provision of Section 78 of the Finance Act, 1994.
- (iv) Penalty should not be imposed upon them under the provision of Section 77(2) of the Finance Act, 1994, for failure to assess their correct Service Tax Liability and for failure to file correct Service Tax Returns, as required under Section 70 of the Finance Act, 1994 read with Rule 7 of the Service Tax Rules, 1994.

DEFENCE REPLY:

19. The assessee vide their letter dated 01.10.2021 tendered their written submission with reference to SCN dated 23.04.2021, wherein they have submitted the copy of ST-3 Returns for FY 2015-16 & 2016-17. They also submitted copy of agreements between Sardar Sarovar Narmada Nigam Ltd and they claimed the exemption under Mega Exemption Notification.

They also contended that:

- They have carried out work of Branch Canal and the same was exempt from service tax under Mega Exemption.
- They have also carried out the work of Branch Canal on subcontract basis with M/s. Hardware Tools and Machinery Projects Pvt Ltd.
- They have also enclosed the copy of letter dated 28.03.2018 addressed to the DC, Service Tax, Jivabhai Mansion, Ashram Road, Ahmedabad vide which they had submitted the details / documents as sought by the department.

The assessee vide their letter dated ~~26.04.2022~~ (submitted on 20.07.2022) again submitted written submission, wherein they have reiterated the submissions made earlier vide their defence reply dated 01.10.2021. They have submitted the following documents in support of their defence:

- Copy of ITR, Balance Sheet/P&L Account for FY 2015-16 & 2016-17.
- Copy of agreements entered into by them with M/s. Hardware Tools & Machinery Projects Pvt Ltd, M/s. P.C.Patel and M/s. Jalaram Projects Pvt Ltd.
- Copy of invoices/ RA Bills/ Work Orders
- Copy of Form 26AS for FY 2015-16 and 2016-17

- Copy of ST-3 Returns for FY 2015-16 and 2016-17
- Sales Register (income ledger "Work Receipt") for FY 2015-16 and 2016-17.
- Copy of Letter dated 28.03.2018 addressed to the DC, Prev., Service Tax, Jivabhai Mansion, Ahmedabad and submitting the documents sought vide letter F.No. STC/4-1/Prev/Gr-IV/Third Party Data /2017-18/737.

The assessee has also submitted the some copies of RA Bills and Work Orders in support of arguments put forth by them.

PERSONAL HEARING:

20. Personal Hearings were granted to the assessee on 17.12.2021, 18.01.2022, 25.04.2022, 18.05.2022, 15.06.2022, 22.07.2022, 02.09.2022, 12.10.2022 and 14.11.2022. The four letters sent were returned undelivered by the postal authority. However, Shri Dhiraj Patel on behalf of the assessee, appeared for personal hearing fixed on ~~22.07.2022~~ without authorization by the assessee. Thus, personal hearing was not held on 22.07.2022. Thereafter, the assessee were granted dates of hearing on 12.10.2022 and 14.11.2022, however, the assessee chose not to avail the opportunity of personal hearing.

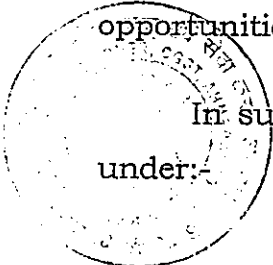
DISCUSSION AND FINDINGS:

21. I have carefully gone through the facts of the case and records available in the case file, which include SCN, the defence replies dated 01/10/2021 and 20/07/2022 and documents submitted by the assessee.

22. I find that the assessee has failed to appear for Personal Hearing, inspite of being asked to do so repeatedly as mentioned in Para-20 above for defending their case. Under the circumstances, left with no recourse, I take up the matter for adjudication proceeding ex-parte on the basis of records/documents available since ample opportunities have already been given to the assessee to attend and defend their case in person.

22.1 In this connection, I find that Hon'ble Supreme Court, High Courts and Tribunals have, in several judgments/decision have held, that *ex-parte* decision will not amount to violation of principles of Natural Justice, when sufficient opportunities for personal hearing were given for defending the case.

In support of the same, I rely upon the following judgments/orders as under:



a) Hon'ble High Court of Kerala in the case of UNITED OIL MILLS Vs. COLLECTOR OF CUSTOMS & C. EX., COCHIN reported in 2000 (124) E.L.T. 53 (Ker.), has observed that;

"Natural justice - Petitioner given full opportunity before Collector to produce all evidence on which he intends to rely but petitioner not prayed for any opportunity to adduce further evidence - Principles of natural justice not violated.

(Emphasis Supplied)"

b) Hon'ble High Court of Calcutta in the case of KUMAR JAGDISH CH. SINHA Vs. COLLECTOR OF CENTRAL EXCISE, CALCUTTA reported in 2000 (124) E.L.T. 118 (Cal.) in Civil Rule No. 128 (W) of 1961, deciding on 13-9-1963, has observed that;

"Natural justice - Show cause notice - Hearing - Demand - Principles of natural justice not violated when, before making the levy under Rule 9 of Central Excise Rules, 1944, the assessee was issued a show cause notice, his reply considered, and he was also given a personal hearing in support of his reply - Section 33 of Central Excises & Salt Act, 1944. - It has been established both in England and in India [vide N.P.T. Co. v. N.S.T. Co. (1957) S.C.R. 98 (106)], that there is no universal code of natural justice and that the nature of hearing required would depend, inter alia, upon the provisions of the statute and the rules made thereunder which govern the constitution of a particular body. It has also been established that where the relevant statute is silent, what is required is a minimal level of hearing, namely, that the statutory authority must 'act in good faith and fairly listen to both sides' [Board of Education v. Rice, (1911) A.C. 179] and, "deal with the question referred to them without bias, and give to each of the parties the opportunity of adequately presenting the case" [Local Govt. Board v. Arlidge, (1915) A.C. 120 (132)]. [para 16]

(Emphasis supplied)"

(c) Hon'ble High Court of Delhi in the case of SAKETH INDIA LIMITED Vs. UNION OF INDIA reported in 2002 (143) E.L.T. 274 (Del.), has observed that:

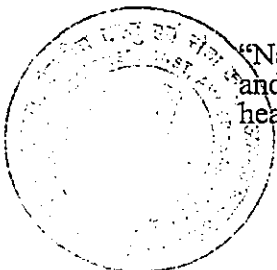
"Natural justice - Ex parte order by DGFT - EXIM Policy - Proper opportunity given to appellant to reply to show cause notice issued by Addl. DGFT and to make oral submissions, if any, but opportunity not availed by appellant - Principles of natural justice not violated by Additional DGFT in passing ex parte order - Para 2.8(c) of Export-Import Policy 1992-97 - Section 5 of Foreign Trade (Development and Regulation) Act, 1992.

(Emphasis Supplied)"

(d) The Hon'ble CESTAT, Mumbai in the case of GOPINATH CHEM TECH. LTD Vs. COMMISSIONER OF CENTRAL EXCISE, AHMEDABAD-II reported in 2004 (171) E.L.T. 412 (Tri. - Mumbai), has observed that;

"Natural justice - Personal hearing fixed by lower authorities but not attended by appellant and reasons for not attending also not explained - Appellant cannot now demand another hearing - Principles of natural justice not violated. [para 5]

(Emphasis Supplied)"



(e) The Hon'ble Supreme court in the case of F.N. ROY Versus COLLECTOR OF CUSTOMS, CALCUTTA AND OTHERS reported in 1983 (13) E.L.T. 1296 (S.C.), has observed as under:

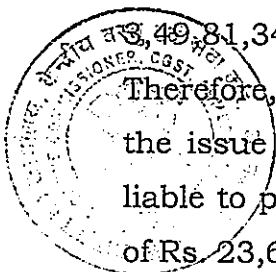
"Natural justice — Opportunity of personal hearing not availed of—Effect — Confiscation order cannot be held mala fide if passed without hearing.

- If the petitioner was given an opportunity of being heard before the confiscation order but did not avail of, it was not open for him to contend subsequently that he was not given an opportunity of personal hearing before an order was passed. [para 28]
(Emphasis Supplied)"

(f) The Hon'ble Supreme Court in the matter of JETHMAL Versus UNION OF INDIA reported in 1999 (110) E.L.T. 379 (S.C.), has observed as under;

"7. Our attention was also drawn to a recent decision of this Court in A.K. Kripak v. Union of India - 1969 (2) SCC 340, where some of the rules of natural justice were formulated in Paragraph 20 of the judgment. One of these is the well known principle of audi alteram partem and it was argued that an ex parte hearing without notice violated this rule. In our opinion this rule can have no application to the facts of this case where the appellant was asked not only to send a written reply but to inform the Collector whether he wished to be heard in person or through a representative. If no reply was given or no intimation was sent to the Collector that a personal hearing was desired, the Collector would be justified in thinking that the persons notified did not desire to appear before him when the case was to be considered and could not be blamed if he were to proceed on the material before him on the basis of the allegations in the show cause notice. Clearly he could not compel appearance before him and giving a further notice in a case like this that the matter would be dealt with on a certain day would be an ideal formality."

23. I observe that SCN dated 23.04.2021 has been issued to the assessee by the competent authority demanding Rs. 3,49,81,341/- as service tax liability. On going through the said SCN, I find that basically the essence of the case is that data of "Sales /Gross Receipts from Services (ITR)" / "Total Amount Paid/Credited under 194C, 194H, 194I, 194J" (as per TDS Statement-Form 26AS) were shared by the CBDT with CBIC for FY 2015-16 and 2016-17. The difference in taxable value was worked out after comparing the income declared in Form ITR/26AS vis-à-vis taxable value disclosed in ST-3 Returns. As per the said SCN dated 23.04.2021, the difference of Rs. 23,69,75,932/- in value was observed for FY 2015-16 and 2016-17, therefore, it was alleged vide SCN dated 23.04.2021, that the assessee had short paid/not paid the service tax of Rs. 3,49,81,341/- on such differential value, for providing the taxable service. Therefore, the subject SCN was issued to the assessee. Accordingly, I find that the issue which requires determination as of now is whether the assessee is liable to pay service tax of Rs. 3,49,81,341/- on the differential taxable value of Rs. 23,69,75,932/- for the Financial Year 2015-16 and 2016-17 as demanded



under SCN dated 23.04.2021, under proviso to section 73(1) of Finance Act, 1994 or not.

24. I find that the assessee in their defence reply dated 01/10/2021 and 20/07/2022, has contested that they had provided services by way of carrying out work of Branch Canal and the same was exempted from service tax under Mega Exemption. In defence of the arguments tendered, the assessee have submitted the following documents.

- Copy of ITR, Balance Sheet/P&L Account for FY 2015-16 & 2016-17.
- Copy of agreements entered into by them with M/s. Hardware Tools & Machinery Projects Pvt Ltd, M/s. P.C.Patel and M/s. Jalaram Projects Pvt Ltd.
- Copy of invoices/ RA Bills/ Work Orders
- Copy of Form 26AS for FY 2015-16 and 2016-17
- Copy of ST-3 Returns for FY 2015-16 and 2016-17
- Sales Register (income ledger "Work Receipt") for FY 2015-16 and 2016-17.

25. I find that the SCN dated 23.04.2021 mentions about the sharing of data from ITR/26AS, however, it does not mention specifically, which data i.e. ITR data or 26AS data, has been considered for computing the tax liability upon the assessee. On going through the corresponding data of Form 26AS & P&L for FY 2015-16 & 2016-17 vis-à-vis value of services considered in the impugned SCN, the same are found to be not tallying with each other. The figures of Sales / amount paid / credited for FY 2015-16 and 2016-17, as per P&L accounts, Form 26AS and value of taxable service considered in the SCN, are reproduced herein below for ready reference:

Figures / value of services considered in the subject SCN			
Sr. No.	Financial Year	Taxable Value as per ST-3 Returns (in Rs.)	Gross receipt from services (Value as per ITR/Form 26AS) (in Rs.)
1	2015-16	0	11,30,09,845
2	2016-17	0	12,39,66,087
	Total	0	23,69,75,932

Details of FORM 26AS for FY 2015-16			
Sr. No.	Name of TDS Deductor	Amount paid/credited	Section under which TDS deducted
1	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	66809066	194C
2	JALARM PROJECTS PVT LTD	5498417	194C
3	N/P CANAL DIVISION NO 4/4	3313260	194C

4	N P M C DN NO-19 HARIJ	36982952	194C
	TOTAL	112603695	

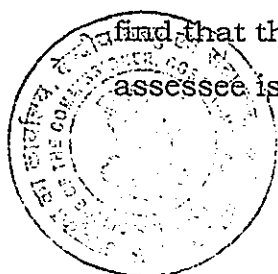
Details of FORM 26AS for FY 2016-17			
Sr. No.	Name of TDS Deductor	Amount paid/credited	Section under which TDS deducted
1	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	14294773	194C
2	JALARM PROJECTS PVT LTD	35115407	194C
3	N P CANAL DIVISION NO 4/4	19705647	194C
4	N P M C DN NO-19 HARIJ	29209136	194C
5	N P M C DN NO-20 PATAN	13393779	194C
6	R C PATEL	11791794	194C
7	SADBHAV ENGINEERING LIMITED	267051	194C
	TOTAL	123777587	

Income from Sales as per Profit and Loss Account (in Rs.)		
	FY 2015-16	FY 2016-17
Work Receipt	112606000	123774587

25.1 The details of above tables are summarized herein below for comparison of value of services rendered by the assessee, as appearing in different records.

Summarized Details of above details					
FY	Amount paid as per Form 26AS (in Rs.) on which TDS has been deducted under 194C of Income tax Act.	Income from Sales as per P&L Accounts (Rs.)	Value of services considered in the SCN (in Rs.) for computation of service tax liability of the assessee.	Diff. between D & C (D-C)	Diff. between D & B
(A)	(B)	(C)	(D)	(E)	(F)
2015-16	11,26,03,695	11,26,06,000	11,30,09,845	4,03,845	4,06,150
2016-17	12,37,77,587	12,37,74,587	12,39,66,087	1,91,500	1,88,500
	23,63,81,282	23,63,80,587	23,69,75,932	5,95,345	5,94,650

25.2 On perusing the summarized details, it is apparent that the value of service rendered by the assessee during FY 2015-16 and 2016-17 as per the subject SCN, is found to be not tallying with the figures reflecting in Form 26AS (Amt. paid/credited to the assessee) and P&L (work receipt). However, the income from sales (Work Receipt) as per P&L and Amount Paid/Credited to the assessee as per Form 26AS, are found to be almost tallying with each other. The difference between them is very miniscule. I find that the documents i.e RA Bills submitted by the assessee are pertaining to payments made to them by recipient of services, accordingly it would be easier to compare the same with 26AS data. Therefore, I would proceed with the data of 26AS for deciding the matter. I also find that there is no dispute as far as the question of provision of services by the assessee is concerned.



26. I find that the assessee has produced the copy of ST-3 Returns for FY 2015-16 and 2016-17 filed by them alongwith their written submissions dated 01/10/2021. On perusing the said ST-3 Returns filed by the assessee, the following details are forthcoming:

Details as per ST-3 Returns for FY 2015-16				
Description of service Provided: Works Contract Service				
	Period	Apr 2015-Sep 2015	Oct 2015-March 2016	Total
A	Gross amount in relation to service provided or to provided (including exempt and export of service)	52654339	59951661	112606000
	Less: Amount charged for Exempted service	52654339	59951661	112606000
	Amount liable to tax	0	0	0
	Less: Amount claimed as Abatement	0	0	0
	Net Taxable Value	0	0	0
B	Value of service as considered in the SCN			11,30,09,845
	Diff: A-B			-403845

Details as per ST-3 Returns for FY 2016-17				
Description of service Provided: Works Contract Service				
	Period	Apr 2016-Sep 2016	Oct 2016-March 2017	Total
A	Gross amount in relation to service provided or to provided (including exempt and export of service)	115343228	5928676	121271904
	Less: Amount charged for Exempted service	115343228	5928676	121271904
	Amount liable to tax	0	0	0
	Less: Amount claimed as Abatement	0	0	0
	Net Taxable Value	0	0	0
B	Value of service as considered in the SCN			12,39,66,087
	Diff: A-B			-2694183

27.1 It is quite clear that contrary to what is alleged in the SCN the assessee had indeed filed the service tax returns for the period for FY 2015-16 & 2016-17. Further, it is also discerned from the said service tax returns that the assessee had disclosed the provision of service under the category of "Works Contract Service" and had claimed the benefit of exemption from payment of service tax under Notification No. 25/2012-ST (Sr. No. 12(d)), 13(a)). I find that the facts emerging from the returns filed by the assessee are quite contradictory to the facts mentioned in the impugned SCN

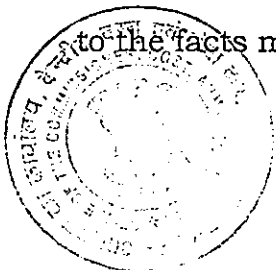




Image of ST-3 Returns :

Ministry of Finance - Department of Revenue Central Board of Indirect Taxes and Customs
Form ST - 3 (Return under Section 70 of the Finance Act, 1994 read with Rule 7 of Service Tax Rules, 1994) - Filed

Sl.No.	Code	Error	Remarks
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PART - A - General Information

A1.	Original Return	Yes
	Revised Return	No
A2.	STC Number	AETPP1047MSD001
	Return Number	AETPP1047MSD001_S00103A001_ST3_042015
A3.	Name of the Assessee	SURESH J PATEL
	Trade Name	MARUTI CONSTRUCTION CO
	Commissioner's Office	
	Division	DIVISION-VII - S G HIGHWAY EAST
	Range	RANGE #1
	Address of Registered Unit	18,FOURAM ROW HOUSE,AHMEDABAD,380061
	Due date filing for this return	25/10/2015
	Actual date of filing	21/10/2015
	No. of days beyond due date	0
	A4.	Financial Year
A5.	Return for the period	April-September
A6.		
A6.1.	Has the Assessee opted to operate as "Large Taxpayer" Unit ["Y/N"] (As defined under Rule 2(a) (aa) of the Central Excise Rules, 2002 read with Rule 2 (1) (c)(cc) of	No
A6.2.	If reply to column A6.1 is "Y", name of Large Taxpayer Unit opted for	
A7.	Premises Code Number	S00103A001
A8.	Constitution of assessee	Proprietorship

A9 - Taxable Service(s) for which Tax is being paid	Description of Taxable Services	Sub Clause
	Works contract service	(xxxx)

Taxable Service for which Tax is being paid: Works contract service

A10 - Assessee is liable to pay Service Tax on this taxable service as		
A10.1	A Service Provider under Section 68(1)	Yes
A10.2	A Service Receiver under Section 68(2)	No
A10.3	A Service Provider under partial reverse charge under provision to Section 68(2)	No
A10.4	A Service Receiver under partial reverse charge under provision to Section 68(2)	No
A10.5	If covered by A10.3 above, then the percentage of Service Tax Payable as Provider of Service	0%
A10.6	If covered by A10.4 above, then the percentage of Service Tax Payable as Recipient of Service	0%

A11 - Exemptions		
A11.1	Has the assessee availed benefit of any exemption Notification ["Y/N"]	Yes

A11.2 Notification No. and SL No. in the Notification under which such exemption is availed		
Sl. No	Notification No.	Notification SL No
1	0550123.T.	12(9)



A12 - Abatement		
A12.1	Has any abatement from the value of services been claimed ["Y/N"]	No

A13 - Provisional Assessment		
A13.1	Whether provisionally assessed ["Y/N"]	No

PART - B - Value of Taxable Service and Service Tax Payable

PART B1 - For Service Provider					
Sl.No.	Quarter	Apr-Jun	Jul-Sep	Total	
B1.1	Gross Amount (excluding amounts received in advance, amounts taxable on receipt basis, for which bills/invoices/challans or any other documents may not have been issued) for which bills/invoices/challans or any other documents are issued relating to service provided or to be provided (including export of service and exempted service)	34765460	17888979	52654439	
B1.2	Amount received in advance for services for which bills/invoices/challans or any other documents have not been issued	0	0	0	
B1.3	Amount taxable on receipt basis under third proviso to Rule 5(1) of Service Tax Rules, 1994 for which bills/invoices/challans or any other documents have not been issued	0	0	0	
B1.4	Amount taxable for services provided for which bills/invoices/challans or any other documents have not been issued	0	0	0	
B1.5	Money equivalent of other considerations charged, if any, in a form other than money	0	0	0	
B1.6	Amount on which Service Tax is payable under partial reverse charge	0	0	0	
B1.7	Gross Taxable Amount (B1.1 + B1.2 + B1.3 + B1.4 + B1.5 + B1.6)	34765460	17888979	52654439	
B1.8	Amount charged against export of service provided or to be provided	0	0	0	
B1.9	Amount charged for exempted service provided or to be provided (other than export of service given at B1.8 above)	34765460	17888979	52654439	
B1.10	Amount charged as Pure Agent	0	0	0	
B1.11	Amount claimed as abatement	0	0	0	
B1.12	Any other amount claimed as deduction 0	0	0	0	
B1.13	Total Amount Claimed as Deduction (B1.11 + B1.12)	0	0	0	
B1.14	NET TAXABLE VALUE (B1.7 - B1.13)	34765460	17888979	52654439	
B1.15	Service Tax Rate-wise break up of NET TAXABLE VALUE (B1.14): Advalorem Rate				
		Taxable Rate		Taxable Value	
Sl.No.	Tax Rate %	Swachh Bharat Cess	EDU Cess %	SHEQU Cess	Total
1	0	0	0	0	0
Total					0




Ministry of Finance - Department of Revenue
Central Board of Indirect Taxes and Customs


Form ST - 3
(Return under Section 70 of the Finance Act, 1994 read with Rule 7 of Service Tax Rules, 1994) - Filed

Observation Report

Sl.No.	Code	Error	Remarks
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PART - A - General Information

A1.	Original Return	Yes
	Revised Return	No
A2.	STC Number	AETPP7047MSD001
	Return Number	AETPP7047MSD001_SD0103A001_ST3_102015
A3.	Name of the Assessee	SURESHBHAI J PATEL
	Trade Name	MARUTI CONSTRUCTION CO
	Commissioner's Office	
	Division	DIVISION-VII - S G HIGHWAY EAST
	Range	RANGE III
	Address of Registered Unit	18,FOURAM ROW HOUSE,AHMEDABAD,380061
	Due date filing for this return	23/04/2016
	Actual date of filing	21/04/2016
	No. of days beyond due date	0
A4.	Financial Year	2015-2016
A5.	Return for the period	October-March
A6.		
A6.1.	Has the Assessee opted to operate as "Large Taxpayer" Unit ["Y/N"] (As defined under Rule 2(e) (aa) of the Central Excise Rules, 2002 read with Rule 2 (1) (c)(cc) of	No
A6.2.	If reply to column A6.1 is "Y", name of Large Taxpayer Unit opted for	
A7.	Premises Code Number	SD0103A001
A8.	Constitution of assessee	Proprietorship

A9 - Taxable Service(s) for which Tax is being paid

Description of Taxable Services	Sub Clause
Works contract service	(2222A)

Taxable Service for which Tax is being paid: Works contract service

A10 - Assessee is liable to pay Service Tax on this taxable service as

A10.1	A Service Provider under Section 64(1)	Yes
A10.2	A Service Reciever under Section 64(2)	No
A10.3	A Service Provider under partial reverse charge under provision to Section 64(2)	No
A10.4	A Service Reciever under partial reverse charge under provision to Section 64(2)	No
A10.5	If covered by A10.3 above, then the percentage of Service Tax Payable as Provider of Service	0%
A10.6	If covered by A10.4 above, then the percentage of Service Tax Payable as Recipient of Service	0%

A11 - Exemptions

A11.1	Has the assessee availed benefit of any exemption Notification ("Y/N")	Yes
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A11.2 Notification No. and Sl. No. in the Notification under which such exemption is availed

Sl. No	Notification No.	Notification Sl. No
1	025/2012-S.T.	13(a)

A12 - Abatements

A12.1	Has any abatement from the value of services been claimed ("Y/N")	No
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A13 - Provisional Assessment

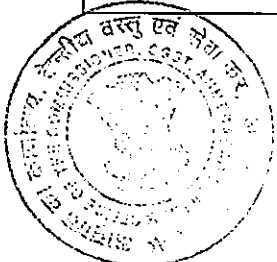
A13.1	Whether provisionally assessed ("Y/N")	No
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PART - B - Value of Taxable Service and Service Tax Payable

PART B1 - For Service Provider

Sl.No.	Quarter	Oct-Dec	Jan-Mar	Total
B1.1	Gross Amount (excluding amounts received in advance, amounts taxable on receipt basis, for which bills/invoices, chitans or any other documents may not have been issued) for which bills/invoices/chitans or any other documents are issued (relating to service provided or to be provided (including export of service and exempted service)	0	59951661	59951661
B1.2	Amount received in advance for services for which bills/invoices/chitans or any other documents have not been issued	0	0	0
B1.3	Amount taxable on receipt basis under sub-proviso to Rule 6(1) of Service Tax Rules, 1994 for which bills/invoices/chitans or any other documents have not been issued	0	0	0
B1.4	Amount taxable for services provided for which bills/invoices/chitans or any other documents have not been issued	0	0	0
B1.5	Money equivalent of other considerations charged, if any, as a form other than money	0	0	0
B1.6	Amount on which Service Tax is payable under partial reverse charge	0	0	0
B1.7	Gross Taxable Amount B1.7 = (B1.1 + B1.2 + B1.3 + B1.4 + B1.5 + B1.6)	0	59951661	59951661
B1.8	Amount charged against export of service provided or to be provided	0	0	0
B1.9	Amount charged for exempted service provided or to be provided (other than a report of service given at B1.8 above)	0	59951661	59951661
B1.10	Amount charged as Pure Agent	0	0	0
B1.11	Amount claimed as abatement	0	0	0
B1.12	Any other amount claimed as deduction 0	0	0	0
B1.13	Total Amount Claimed as Deduction B1.13 = (B1.10 + B1.11 + B1.12)	0	59951661	59951661
B1.14	NET TAXABLE VALUE B1.14 = (B1.7 - B1.13)	0	0	0
B1.15	Service Tax Rate-wise break up of NET TAXABLE VALUE (B1.14): Adhikaram Rate			

Sl.No.	Taxable Rate					Taxable Value	
	Tax Rate %	Swachh Bharat Cess	Krisak/Kalyan Cess %	EDU Cess %	SHEDU Cess	Total	Total
1	0	0	0	0	0	0	0
Total						0	0



 Ministry of Finance - Department of Revenue Central Board of Indirect Taxes and Customs 
Form ST - 3
(Return under Section 70 of the Finance Act, 1994 read with Rule 7 of Service Tax Rules, 1994) - Filod

Observation Report

SLNo.	Code	Error	Remarks
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PART - A - General Information

A1.	Original Return	Yes
	Revised Return	No
A2.	STC Number	AETPP7047MSD001
	Return Number	AETPP7047MSD001_S00103A001_ST3_042016
A3.	Name of the Assessee	SURESH J PATEL
	Trade Name	MARUTI CONSTRUCTION CO
	Commissioner's	
	Division	DIVISION-VII - S G HIGHWAY EAST
	Range	RANGE III
	Address of Registered Unit	18,FOURAM RDWY HOUSE,AHMEDABAD,380061
	Blue date filing for this return	25/10/2016
	Actual date of filing	24/10/2016
	No. of days beyond due date	0
A4.	Financial Year	2016-2017
A5.	Return for the period	Apr-September
A6.		
A6.1.	Has the Assessee opted to operate as "Large Taxpayer" Unit ["Y/N"] (As defined under Rule 2(s) (ea) of the Central Excise Rules, 2002 read with Rule 2 (1) (c)(cc) of	No
A6.2.	If reply to column A6.1 is "Y", name of Large Taxpayer Unit opted for	
A7.	Premises Code Number	S00103A001
A8.	Constitution of assessee	Proprietorship

A9 - Taxable Service(s) for which Tax is being paid

SL No.	Description of Taxable Services	Sub Clause
1	Works contract service	(xxxxx)

Taxable Service for which Tax is being paid: Works contract service

A10 - Assessee is liable to pay Service Tax on this taxable service as

A10.1	A Service Provider under Section 68(1)	Yes
A10.2	A Service Receiver under Section 68(2)	No
A10.3	A Service Provider under partial reverse charge under provision to Section 68(2)	No
A10.4	A Service Receiver under partial reverse charge under provision to Section 68(2)	No
A10.5	If covered by A10.3 above, then the percentage of Service Tax Payable as Provider of Service	0%
A10.6	If covered by A10.4 above, then the percentage of Service Tax Payable as Recipient of Service	0%

A11 - Exemptions

A11.1	Has the assessee availed benefit of any exemption Notification ["Y/N"]	Yes
A11.2 Notification No. and SL No. in the Notification under which such exemption is availed		
SL No	Notification No.	Notification SL No
1	025/2012-S.T.	13(x)

A12 - Abatements

A12.1	Has any abatement from the value of services been claimed ["Y/N"]	No
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A13 - Provisional Assessment

A13.1	Whether provisionally assessed ["Y/N"]	No
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PART - B - Value of Taxable Service and Service Tax Payable

PART B1 - For Service Provider

SLNo.	Quarter	Apr-Jun	Jul-Sep	Total		
B1.1	Gross Amount (excluding amounts received in advance, amounts taxable on receipt basis, for which bills/invoices/challans or any other documents may not have been issued) for which bills/invoices/challans or any other documents are issued relating to service provided or to be provided (including export of service and exempted service)	109602322	5740918	115343238		
B1.2	Amount received in advance for services for which bills/invoices/challans or any other documents have not been issued	0	0	0		
B1.3	Amount taxable on receipt basis under third proviso to Rule 6(1) of Service Tax Rules, 1994 for which bills/invoices/challans or any other documents have not been issued	0	0	0		
B1.4	Amount taxable for services provided for which bills/invoices/challans or any other documents have not been issued	0	0	0		
B1.5	Money equivalent of other considerations charged, if any, in a form other than money	0	0	0		
B1.6	Amount on which Service Tax is payable under partial reverse charge	0	0	0		
B1.7	Gross Taxable Amount B1.7 = (B1.1 + B1.2 + B1.3 + B1.4 + B1.5 + B1.6)	109602322	5740918	115343238		
B1.8	Amount charged against export of service provided or to be provided	0	0	0		
B1.9	Amount charged for exempted service provided or to be provided (other than export of service given at B1.8 above)	109602322	5740918	115343238		
B1.10	Amount charged as Pure Agent	0	0	0		
B1.11	Amount claimed as abatement	0	0	0		
B1.12	Any other amount claimed as deduction 0	0	0	0		
B1.13	Total Amount Charged as Deduction B1.13 = (B1.8 + B1.9 + B1.10 + B1.11 + B1.12)	109602322	5740918	115343238		
B1.14	NET TAXABLE VALUE B1.14 = (B1.7 - B1.13)	0	0	0		
B1.15 Service Tax Rate-wise break up of NET TAXABLE VALUE (B1.14): Advalorem Rate						
		Taxable Rate			Taxable Value	
SLNo.	Tax Rate %	Swachh Bharat Cess	Krishi Kalyan Cess %	EDU Cess %	SHEDU Cess	Total
1	0	0	0	0	0	0
Total						0





Ministry of Finance - Department of Revenue Central Board of Indirect Taxes and Customs
Form ST - 3 (Return under Section 70 of the Finance Act, 1994 read with Rule 7 of Service Tax Rules, 1994) - Filed

Observation Report

SLNo.	Code	Error	Remarks
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PART - A - General Information

A1.	Original Return	Yes
	Revised Return	No
A2.	STC Number	AETPP7047MSD001
	Return Number	AETPP7047MSD001_SD0103A001_ST3_102018
A3.	Name of the Assessee	SURESHBHAI J PATEL
	Trade Name	MARUTI CONSTRUCTION CO
	Commissionerate	
	Division	DIVISION-VII - S G HIGHWAY EAST
	Range	RANGE III
	Address of Registered Unit	18,FOURAM ROIV HOUSE,AHMEDABAD,380061
	Due date filing for this return	30/04/2017
	Actual date of filing	22/04/2017
	No. of days beyond due date	0
A4.	Financial Year	2016-2017
A5.	Return for the period	October-March
A6.1.	Has the Assessee opted to operate as "Large Taxpayer" Unit ["Y/N"] (As defined under Rule 2(e) (aa) of the Central Excise Rules, 2002 read with Rule 2 (1) (c)(cc) of	No
A6.2.	If reply to column A6.1 is "Y", name of Large Taxpayer Unit opted for	
A7.	Promisae Code Number	SD0103A001
A8.	Constitution of assessee	Proprietorship

A9 - Taxable Service(s) for which Tax is being paid

Works contract service	Description of Taxable Services	Sub Clause
		(zzzz)

Taxable Service for which Tax is being paid: Works contract service

A10 - Assessee is liable to pay Service Tax on this taxable service as

A10.1	A Service Provider under Section 68(1)	Yes
A10.2	A Service Recalver under Section 68(2)	No
A10.3	A Service Provider under partial reverse charge under provision to Section 68(2)	No
A10.4	A Service Receiver under partial reverse charge under provision to Section 68(2)	No
A10.5	If covered by A10.3 above, then the percentage of Service Tax Payable as Provider of Service	0%
A10.6	If covered by A10.4 above, then the percentage of Service Tax Payable as Recipient of Service	0%

A11 - Exemptions

A11.1	Has the assessee availed benefit of any exemption Notification ("Y/N")	Yes
-------	--	-----

A11.2 Notification No. and SL No. in the Notification under which such exemption is availed

Sl.No	Notification No.	Notification SL No
1	025/2012-S.T.	12(d)

A12 - Abatements

A12.1	Has any abatement from the value of services been claimed ("Y/N")	No
-------	---	----

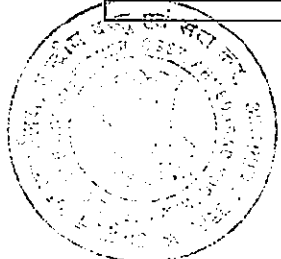
A13 - Provisional Assessment

A13.1	Whether provisionally assessed ("Y/N")	No
-------	--	----

PART - B - Value of Taxable Service and Service Tax Payable

PART B1 - For Service Provider

SLNo.	Quarter	Oct-Dec	Jan-Mar	Total		
B1.1	Gross Amount (excluding amounts received in advance, amounts taxable on receipt basis, for which bills/invoices/ challans or any other documents may not have been issued) for which bills/invoices/ challans or any other documents are issued relating to service provided or to be provided (including export of service and exempted service)	429603	5499013	5928676		
B1.2	Amount received in advance for services for which bills/invoices/ challans or any other documents have not been issued	0	0	0		
B1.3	Amount taxable on receipt basis under proviso to Rule 6(1) of Service Tax Rules, 1994 for which bills/invoices/ challans or any other documents have not been issued	0	0	0		
B1.4	Amount taxable for services provided for which bills/invoices/ challans or any other documents have not been issued	0	0	0		
B1.5	Money equivalent of other considerations charged, if any, in a form other than money	0	0	0		
B1.6	Amount on which Service Tax is payable under partial reverse charge	0	0	0		
B1.7	Gross Taxable Amount B1.7 = (B1.1 + B1.2 + B1.3 + B1.4 + B1.5 + B1.6)	429603	5499013	5928676		
B1.8	Amount charged against export of service provided or to be provided	0	0	0		
B1.9	Amounts charged for exempted service provided or to be provided (other than export of service open at B1.8 above)	429603	5499013	5928676		
B1.10	Amount charged as Pure Agent	0	0	0		
B1.11	Amount claimed as abatement	0	0	0		
B1.12	Any other amount claimed as a deduction 0	0	0	0		
B1.13	Total Amount Claimed as Deduction B1.13 = (B1.8 + B1.9 + B1.10 + B1.11 + B1.12)	429603	5499013	5928676		
B1.14	NET TAXABLE VALUE B1.14 = (B1.7 - B1.13)	0	0	0		
B1.15	Service Tax Rate-wise break up of NET TAXABLE VALUE (B1.14): Advalorem Rate					
		Taxable Rate		Taxable Value		
SLNo.	Tax Rate %	Swachh Bharat Cess	Krishi/Kalyan Cess %	EDU Cess %	SHEDU Cess	Total
1	0	0	0	0	0	0
		Total		0	0	0



The SCN mentions the value of taxable service disclosed in ST-3 Returns to be "ZERO". Therefore, the difference in value of services as worked out in the SCN is evidently not correct and accordingly, the service tax liability worked out without considering the value of services disclosed in the SCN, is also not correct.

27.2 The assessee has provided various documents i.e. some work orders and Sub Contract Agreements entered into by them with Main Contractors, RA Bills in support of their arguments for the service rendered by them being exempt service.

Sample Images of Documents produced



**JALARAM
PROJECTS
PVT. LTD.**

401 Shree Jee
Sola Road
Ahmedabad - 380 061
Tel: 079 - 2749 9814 Fax: 2749 5733
CIN No: U-5200GJ2016PTC085572

www.jalaramprojects.com

No. Jalaram Proj Pvt Ltd/Work order/D-7 Mulbavia Distri & Minors/

Dt.01-02-2016

To,
Shri Sureshbhai Patel
(M) 9825393647
Maruti Construction Co
18/ Fouram Row-house,
Nr. Swastik 2, Opp Gujarat High Court,
Sola Road
Ahmedabad-380061

Name of Work :work of Constructing Distributories and Minors' work for the Command Area under Vallabhipur Branch Canal for Olak Distry (D-1), Kalam Distry (D-2), BhagvanpuraDistry (D-5), FulwadIDistri (D- 6), MulbaviaDistry (D-7), ParaliDistri (D-8), &KalivejiDistry (D-9). (SLICE- 1 INCLUDING Maintanance& Repairs for (Five) years. At the Risk and Cost of previous agency.

WORK ORDER

Sub Work: Constructing Distributories and Minors work for the Command Area under Vallabhipur Branch Canal for Mulbavia Distry (D-7) & Its 4 Nos Minors.

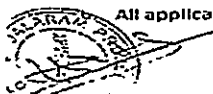
Dear Sir,

This is with reference to the above mention work, we are please to award the work to execute the Constructing Distributories and Minors work for the Command Area under Vallabhipur Branch Canal for Mulbavia Distry (D-7) length 6.766 km & it's Minors 4 Nos(Length 15.906 km) amounting to Rs.554.34 lacs under this work order. The work should be executed as per terms and conditions of the agreement signed by the Jalaram Projects Pvt Ltd and the Owner and further terms and conditions are as follows:

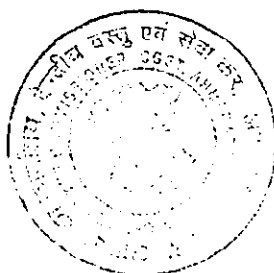
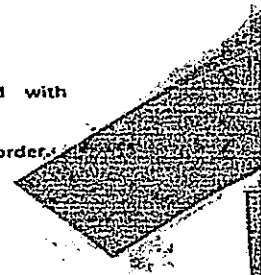
Terms & Condition

1. The entire work shall be carried out strictly as per tender specification and to satisfaction of client.
2. The Rates are fixed and firm for the entire work.
3. You should implement the safety regulation of clients.
4. In case any dispute arising under this contract the same is sorted out at Ahmedabad with Mutual discussion. The decision of under signed is final and binding on both the parties.
5. The work should be completed in all respect within the 15 months from the date of work order.

All applicable taxes will be deducted from your bill.



(Signature)



7. Security deposit shall be deducted @ 5 % of work done and release the same after satisfactory completion of work and security deposit released by EE SBC Dn.No.1/3 Limbdi And other deduction (IT,VAT,TESTING,LABOUR CESS etc with applicable Rate) deducted from RA Bill will also deducted from your running bill as per applicable rates.
9. You should implement the safety regulation of your employees and workers at work site and follow the labour rules as per labour act, and should provide all required facilities as per tender conditions.
10. The payment of said work will be paid after submitting the bill for work executed and payment will be made to you after Running bill payment received from EX Engr S.B.C Dn No.1/3 Limbdi.
11. You should have to deploy required Machinery, equipments etc. for the time bound completion of work.
12. You have to purchase all required materials like Cement,Steel,fuel etc. and should be used in the work as per specification laid down in the tender documents of above mentioned works. If you desire to provide such materials from Jalaram Projects Pvt ltd, the company will purchase from market and will be provided to you as per your requirement and necessary deductions as per actual bill of purchase of materials will be recovered from your bill during the payment.
13. Margin Money will be deducted @10% from your Bill.
14. The defect liability period is 36(Thirty six) months and during defect liability period all liability for M & R works will be binding to you.
15. In case of Slow progress Additional Security Deposit will be deducted from your Bill.
16. If Department deducted the L D Amount the same will be deducted from your Bill.
17. The under signed has full power to terminate the work without any notice and reason (s)

Thanking you,
Your's faithfully,
Jalaram Projects Pvt Ltd,Ahmedabad

Accepted & Received,
For, Maruti Construction Co

Details of Maruti Construction Co	
PAN No.	AETPP7047M
VAT No.	24074203933
Email	Marutcc9@gmail.com
Agency PM	Jigneshbhal (M) 9825866975 Jaydipbhal (M) 8866357637
Camp Address	Village : Dhanvada Tal: Limbdi Dist : Surendranagar

Sardar Sarovar Narmada Nigam Ltd.

(A Wholly owned Govt. of Gujarat undertaking)

Deputy General Manager (CPC)
6th Floor, Block No.12, New Sachivalaya Complex,
Gandhinagar - 382 010,Gujarat - INDIA
Phone : 079-23252742
Email : dgmcpcssnnl@gmail.com
FAX No.-079-23252394, 23223056



No.CPC/VBC/CAD/Slice-I/2015/966,
BY FAX No. 079-27495739 jalaram.jc@gmail.com

Date:11/01/2016.

To,
Jalaram Construction Co,
401, Vithal Villa,
Safadhar Circle,Sola Road
Ahmedabad-380 061

Sub. : Tender for the work of Constructing Distributories and minors' work for the command area under Vallabhipur branch canal for Olak Distry(D-1), Kalam Distry(D-2), Bhagawanpar Distry (D-5), Futwadi Distry (D-6), Mulbavala Distry (D-7), Parali Distry (D-8) and Kalivegi Distry (D-9) (Slice -I)(at the risk and cost of previous agency).

Ref:-T.O. Letter No.CPC/VBC/CAD/Slice-I/2015/966, Date:04/01/2016.

Notice inviting tender no.3 of 2015-16 (Tender ID - 188601)

Acceptance of Tender cum work order.

Dear Sir,

Sardar Sarovar Narmada Nigam Ltd. had invited tenders for the above referred work vide tender notice no. 3 of 2015-16. The Sardar Sarovar Narmada Nigam Ltd., has accepted your tender for amounting to Rs. 54,97,94,810.94 (Rupees Fifty-Four Crore Ninety Seven Lac Ninety Four Thousand Eight Hundred Ten and Ninety Four paise only)(Without O&M) which is 25.97% below the estimated amount of Rs. 74,26,51,875.69 (Without O&M) based on SOR 2013-14.

You are hereby notified to pay the Security Deposit as under as per Clause B under Volume One - B of the Bid Documents within ten days from the date of issuance of this "Letter of Acceptance - cum- work order" i.e. on or before dt.21-01-2016 in the office of the Executive Engineer, S.B.C.Dn.No.1/3, Limbdi and sign and execute a contract:

- (i) Rs.2,08,64,500/- In form of Government securities as per clause (a)(i)
- (ii) Rs.4,17,29,000/- In form of Bank Guarantee as per clause (a)(ii)

Page 1 of 2

You are further notified that as provided under clause 11 under Volume One – B of the Bid document, the work has to be completed within a period of 18 months.

The time of completion starts running from the date of issuance of this "Letter of Acceptance – cum-work order".

This "Letter of Acceptance – cum-work order" shall be deemed to be a concluded contract between you as the contractor and SSNNL as the Employer until the contract agreement is signed and executed. This "Letter of Acceptance – cum-work order" will also form a part of the subject contract.

You shall start the work as well as provide all the necessary documents to the Engineer-in-charge designated here under as per the conditions of contract, bill of quantities, works specifications as prescribed in the contract document within ten days from the date of issuance of this "Letter of Acceptance – cum-work order". No separate work order will be issued as this letter is deemed to be the "work order".

The Executive Engineer, S.B.C.Dn.No.1/3, Limbdi is hereby appointed and designated as the "Engineer-in-charge" for administration, execution and management of the subject contract.

You are requested to note that if you fail to pay Security Deposit and sign and execute the contract on or before the date specified herein above, SSNNL as an Employer will forfeit the Earnest Money Deposit (EMD) paid by you and will initiate further actions against you as per the provision of the bid documents.

You are requested to consider O&M amount as per provision made in Clause No-67, Section-I of Tender Volume One-B.

LOA cum work order issued vide letter under reference is hereby cancelled.

The receipt of this letter may please be acknowledged

Yours sincerely,

Deputy General Manager (CPC)
SSNNL, Gandhinagar

Copy submitted to the C. E. (CPC), SSNNL, Gandhinagar
Copy submitted to the C.E(SBC), SSNNL, Rajkot
Copy submitted to the S.E., SBC Circle No-1, Bhavnagar
Copy submitted to the S.E. (QC-II), SSNNL, Ahmedabad
Copy fwcs to the DGM (Canals-III), SSNNL, Gandhinagar
Copy to select file



SARDAR SAROVAR NARMADA NIGAM LIMITED

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)

Office of the Executive Engineer,
N.P. Canal Division No. 4/A,
Opp T.J. High school,
Congress Bhavan,
Mehsana -384001.

No. NPCDn.No.4/4/ AB / UGPL/TS/271/ of 2016.

Dt: 02/2/2016.

Work Order

To

The Maruti Construction Co.
18-Fouram Row House,
Opp. New High Court
Ahmedabad -380060.

Sub: Supplying, Installing & Testing of Under Ground Pipe, Line system of Sub. minor for Irrigation through Kundles in Chak area for SSP Command.

For chak area of Sub Minor No: 03 RDM of Ribdi-1 Minor of Rakhiyana Distributary off taking from Kharaghoda Br. canal.

Ref: Your Application No. 3/ 2016/ MCC Date : 28/01/2016.

Dear Sir,

Sardar Sarovar Narmada Nigam Ltd. has received your offer for constructing sub minor as above referred Application No. Application No.03/ 2016, Date : 28/01/2016

Sardar Sarovar Narmada Nigam Ltd. has accepted your offer of constructing sub minor for Rs. 22,45, 200/00 (Rupees Twenty Two Lac's Forty Five Thousand Two Hundred) only vide Executive Engineer, N.P. Canal. Dn. No., 4/A, Mehana office order No. 28 of 2015 vide letter No. NPCDn. No.4/4/PB-4/UGPL/TS /271 dated .27/1/2016.

You are further notified that the work has to be completed within a period of 90 (Ninety) days from the issuance of "Letter of Intent" i.e. on or before dt. 27/04/2016. The time of completion starts running with the date of issuance of "Letter of Intent".

You have to carry out the work as per Tripartite Agreement (TPA)-signed and furnished herewith, as well as provide all necessary documents to SSNNL as per the TPA for payment.

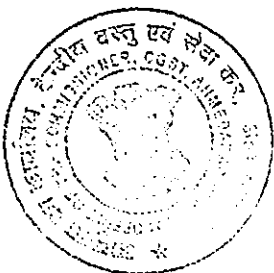
The receipt of this letter may please be acknowledged.

Executive Engineer,
N.P. Canal Division No. 4/A
Mehsana.

Copy submitted to: Superintending Engineer, N.P.C.D.S.C.No:4, G'nagar for information please.

Copy forwarded to: Dy. Ex. Eng. N.P. M.C/ Sub Dn.No. 4/4'B', Mehana for information.

Copy to PB Division Office.



SARDAR SAROVAR NARMADA NIGAM LIMITED

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)

Office of the Executive Engineer,
N.P. Canal Division No. 4/4,
Opp T.J. High school,
Congress Bhavan,
Mehsana -384001.

No. NPCDn.No.4/4/ AB / UGPL/UGT of 2016.

Dt: 5/02/2016.

Work Order

To The,
Maruti Construction Co.
Ahmedabad..

Sub: Supplying, Installing & Testing of Under Ground Pipe Line system of Sub
Minor for Irrigation through Kundles in Chak area for SSP Command.
For chak area of Sub Minor No : 04 RDM of Ribdi-1 Minor -01 of
Rakhlyana Distributary off taking from Kharaghoda Br. Canal.

(1) Ref: Your Application No.: 4/ 2016/ MCC

Dear Sir,

Sardar Sarovar Narmada Nigam Ltd. has received your offer for constructing sub
Minor as above referred Application No. 4/2016/MCC

Sardar Sarovar Narmada Nigam Ltd. has accepted your offer of constructing sub
minor for Rs. 17,92,300.00 (Rupees Seventeen Lacs Ninety Two Thousand Three hundred
only vide Executive Engineer, Narmada Project Canal -Dn.No.4/4, Mehसानa vide his office
order No.29 of 2016. Issued vide his letter No. NPC.Dn.No.4/4 /PB-4/UGPL/TS/372 of 2016
dt.27-1-2016.

You are further notified that the work has to be completed within a period of 90
(Ninety) days from the issuance of "Letter of Intent" i.e. on or before d. 27/4/2016. The
time of completion starts running with the date of issuance of "Letter of Intent".

You have to carry out the work as per Tripartite Agreement (TPA) signed and
furnished herewith, as well as provide all necessary documents to SSNNL as per the TPA for
payment.

The receipt of this letter may please be acknowledged.

Executive Engineer
N.P. Canal Division No.4/4
Mehsana.

Copy submitted to The Superintending Engineer, N.P.C.D.S.C.No:4, G'nagar for information
please.

Copy forwarded to The Dy. Ex. Eng. N.P.C.Sub.Dn.No.4/4 'B' Mehसानa for information &
necessary action please.

Copy to R.B. Dn. Office for Information & N.A.



SARDAR SAROVAR NARMADA NIGAM LIMITED

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)

Office of the Executive Engineer,
N.P. Canal Division No. 4/4,
Opp T.J. High school,
Congress Bhavan,
Mehsana -384001.

No. NPCDn.No.4/4/ AB /UGPL/1127 of 2016.

Dt: 21 / 03 / 2016.

Work OrderTo,
Maruti Construction Co,
Ahmedabad.Sub: Supplying, Installing & Testing of Under Ground Pipe Line system of Sub
Minor for Irrigation through Kundies in Chak area for SSP Command.
For chak area of Sub Minor No : 05 RDM-1 of Ribdi-1 Minor of
Rakhiyana Distributory off taking from Kharaghoda Branch Canal.

(2) Ref: Your Application No.:MCC-05

Dear Sir,

Sardar Sarovar Narmada Nigam Ltd. has received your offer for constructing sub
Minor as above referred Application No.MCC-05Sardar Sarovar Narmada Nigam Ltd. has accepted your offer of constructing sub
minor for Rs. 37,28,800.00 (Rupees Thirty seven lac's Twenty Eight Thousand Eight Hundred
) only vide SuperIntending Engineer, Narmada Project Canal Distribution System Circle (No.
4, Gandhinagar vide his office order No 82 of 2016. Issued vide his letter No. NPCDSC/PB-
4/UGPL/T.S./F.-348/05-RDM-1 /KHBC/483 dtd. 02/03/2016.You are further notified that the work has to be completed within a period of 90
(Ninety) days from the Issuance of "Letter of Intent" i.e. on or before dt. 19/06/2016. The
time of completion starts running with the date of Issuance of "Letter of Intent".You have to carry out the work as per Tripartite Agreement (TPA) signed and
furnished herewith, as well as provide all necessary documents to SSNNL as per the TPA for
payment.

The receipt of this letter may please be acknowledged.

Executive Engineer
N.P. Canal Division No.4/4
Mehsana.Copy submitted to The SuperIntending Engineer, N.P.C.D.S.C.No.4, G'nagar for information
please.Copy forwarded to The : Dy. Ex. Engr. N.P. M. C.Sub.Dn.No:4/4'B' Mehana for information
& necessary action please.

Copy to P.B. Dn. Office for information & N.A.



R. C. PATEL
ENGINEERS & CONTRACTORS
SINCE 1977

Date:- 12/01/2016

To,
Maruti Construction Co.,
Ahmedabad

Kind Attn:- Mr. Sureshbhai Patel

Subject:- LOA (Letter of Acceptance) for the work "Package-II Execution of gauge conversion of Existing meter gauge track between Kothgangad (Excl.) and Botad (Incl.) stations (88.40 Kms.) - Construction of road bed, bridges, supply of Ballast, Dismantling of existing MG track, Installation of track (excluding supply of rails & ordinary PSC line sleepers), Electrical (General Electrification), Signaling and Telecommunication works between Kothgangad (Excl.) & Botad (Incl.) in Ahmedabad & Bhavnagar Divisions of Western Railway, Gujarat, India" (Hereinafter referred to as "Project")

Ref:- As Per Your Quotation

Dear Sir,
Subsequent to the discussion with yourself and finalization as per our meeting, we are pleased to issue this Letter of Acceptance to you for the aforesaid subject work based on the mutually accepted and finalized rates, terms and conditions.

You are requested to proceed with the mobilization for the work with immediate effect.

Thanking you,
For R. C. PATEL
[Signature]
PARTNER

Our Office: 11/A, First Floor, Sankar Complex, Near Bus Station, Ahmedabad. Phone: 261774. Dist. Ahmedabad, Gujarat, INDIA.
Our Office: "Saraswati Society", 17, Chhatrapati Society, Near, Jai Khand Ground, Udaipur-344170, Dist. Jaisalmer, Gujarat, INDIA.



Montecarlo Limited

An ISO 9001:2008 Certified Company

Corporate Office :

706, Ship Building, Near Municipal Market, C. G. Road,
Navrangpura, Ahmedabad - 380 009, Gujarat, India

Tel : +91-79-26409333, 26409777 Fax: +91-79-26408444
E-mail : mail@mcindia.com Website : www.mcindia.com



Date: 23.12.2015

AGREEMENT FOR CONSTRUCTION OF STRUCTURE WORK

This contract is made and executed at Ahmedabad (Gujarat) between :

MONTECARLO LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 7th Floor, Ship Building, Near Municipal Market, Navrangpura, Ahmedabad-380009, Gujarat (hereinafter referred to as "MCL" of the first part;

And

R. C. Patel having office at "Namada Malya, 17 Rambag Colony, Unjha, Gujarat." (hereinafter referred to as "Contractor", of the second part.)

(which expression shall unless repugnant to expression or the meaning hereof deemed to mean and include, in case of proprietorship firm by its proprietor, in case of partnership firm, by its partners, in case of company by its directors and in each case by their respective legal heir, legal representatives, successor and permitted assigns)

Each hereinafter individually may be referred to as the "party" and collectively as the "parties".

Whereas:

A. Package-2: Execution of gauge conversion of meter gauge track between Kothgangad (Excl.) and Botad (Incl.) stations (88.40 Kms.) -Construction of road bed, bridges, supply of Ballast, Dismantling of existing Meter Gauge track, Installation of track (excluding supply of rails & ordinary PSC line sleepers), Electrical (General Electrification), Outdoor Signaling and Telecommunication works between Kothgangad (Excl.) & Botad (Incl.) in Bhavnagar Division of Western Railway, Gujarat, India".

B: The Contractor represents that:

Issue Norms : As per certified bills or actual measurements whichever is less

(i) It has adequate experience and expertise in respect of carrying out same nature of works of as per BOQ.

(ii) It has adequate resources including skilled, trained and experienced manpower, supply of labors, financial capacity, materials, machinery, technical expertise, experienced engineers amongst others and same can be deployed as and when required. Further, it will arrange additional resources including machinery and labours as and when required.

[Signature]

For CONTRACTOR

Page - 1 of 6

[Signature]

For MONTECARLO LIMITED



- (iv) It is lawfully constituted and validly carrying out its business. It has all reasonable statutory license and approval to carry out the works as contemplated under this contract.
- (v) It has valid and lawful authority to enter into this contract and the signatory of this contract is duly authorized to execute this Contract.
- (vi) The works performed by the Contractor shall be fit for intended purpose of the Company.
- (vii) The Contractor acknowledge that it has received one fine copy of the relevant documents from the Company and has read and understood various applicable provision for its scope of work under this Contract including but not limited to provision for testing, approval, commissioning and defect liability.
- (viii) It shall cooperate and follow the instruction fully of the authorized representative of MCL upto to time.

C. Based on the above understanding, the parties enter into this contract.

Now the parties agree as under:

1. General Conditions of Contract

1. Scope of the work

Contractor's scope of work is defined in condition 1.1 of special condition of contract. Defined scope is considered as indicative only; ultimately the contractor is responsible for executing the work by providing the necessary resources (Excluding those defined in MCL's scope as per condition 1.2 of special condition of contract, in a manner that the constructed facility can be used for the purpose it is meant for. MCL's scope be limited as mentioned in condition 1.2 of special condition of contract.

2. Progress requirements

The total duration of the project will be as mentioned in condition 2.1 of special condition of contract. To complete the work in specified duration, the contractor shall follow the sequence and schedule of work instructed by the engineer of MCL. Contractor shall achieve the intermediate and final milestones as per condition 2.2 of special condition of contract and failing to which will lead to deduction of liquidated damages as mentioned in condition 2.2 of special condition of contract. Liquidated damages will be to the amount as mentioned in condition 2.3 of special condition of contract. In case contractor fails to achieve frequent milestone in time; LD deducted on account of failure to achieve previous milestone will be increased. In case contractor fails to demonstrate its capability of completing the work in desired time, MCL reserves the rights to terminate the contract and complete the balance work at risk and cost of the contractor.

3. Quality requirements

Contractor is responsible to execute the work in accordance with the quality policy and project specific quality plan of the MCL. Before signing this contract, it is understood that contractor has studied the quality policy and project specific quality plan of MCL. During the work the contractor shall follow the relevant codes, technical specifications, standard engineering practice of the trade and instructions given by the engineer of MCL. In case of rejection of the executed work either by the engineer of MCL or by the engineer of MCL's client or consultant, it will be the responsibility of the contractor to rectify the work at his own cost, failing which MCL reserves the rights to complete the work at the risk and the cost of the contractor.

[Handwritten signature]

For CONTRACTOR

[Handwritten signature]
For MONTICELLO



4. Health, Safety and Environmental requirements

Subcontract is responsible to execute the work in accordance with the EHS policy and project specific EHS

5. Materials Issued by MCL

MCL will provide materials for executing the work as mentioned in condition 5.1 of special condition of contract at MCL's store. Charges of materials, Quantum of materials to be issued and recovery charges for additional quantities used are also mentioned in condition 5.1 of special condition of contract. Rest of the materials will be the responsibilities of the contractor. Contractor is responsible to reconcile the used quantities before indenting the further quantities. Contractor shall indent the materials well in advance as per the days mentioned in condition 5.1 of special condition of contract.

6. Equipment, tools and plants of MCL

MCL will provide tools, equipments and plants to contractor as mentioned in condition 6.1 of condition of contract. Any breakdown during the use by contractor will lead to deduction of repairing charges at actual.

7. Site Infra

MCL will provide site infra facility as mentioned in condition 7.1 of special condition of contract. Balance requirement shall be the responsibility of the contractor if required.

8. Change in quantities

Quantities are indicative only and may vary up to any extent. No claim on that account will be accepted and rates will remain unchanged in that case.

9. Validity of the contract

Contract is valid till the end of the project.

10. Validity of the rates

Rates are valid till the end of the project unless and otherwise mentioned in condition 10.1 of special condition of contract. If escalation is available as per condition 10.1 the mechanism for calculating escalation shall be as per condition 10.2 of special condition of contract.

11. Extra and deviated items

Contractor is liable to execute the extra and deviated items. In case of the extra and deviated items, contractor will be paid the rates calculated on the basis of the rate finalized by the client of MCL, less the cost of the scope of the MCL, less the materials and equipments supplied by the MCL at free of cost, less the coordination-overheads-administration expense and profit of MCL as mentioned in condition 11.1 of special condition of contract. The definition of deviated item will be as per condition 11.2 of special conditions of contract.

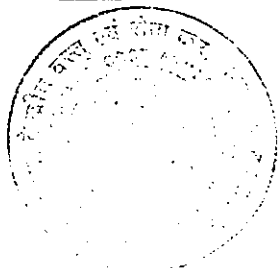
12. Advances

Contractor will be paid mobilization advance if mentioned in condition 12.1 as per the manner as mentioned in the same condition. Mobilization advance will be recovered from the RA bills in the manner specified in same condition.


For CONTRACTOR

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For MONTECARLO LIMITED



Contractor will be paid Material advance as mentioned in condition 12.1 as per the manner as mentioned in the same condition. Material advance will be recovered from the RA bills in the manner specified in same condition.

13. Payments

Contractor shall submit the RA bills as per the frequency mentioned in condition 13.1 of special condition of contract. Interim payments will be issued by MCL as mentioned in condition 13.2 of condition of contract. Interim payments are advance payments only to the contractor and shall not be considered as certificate work. All the deductions necessary as per this contract will be done from the interim payments of the contractor by MCL. No claim on account of interest loss on delayed payments will be entertained.

14. Performance guarantee and security deposit

Contractor shall submit the performance guarantee at the starting of the work as mentioned in condition 14.1 of special condition of contract. MCL reserves the rights to encash the guarantee if contractor fails to perform his obligation as well as if contractor fails to submit the amount to MCL due for any cause. Upon successful completion of the work, performance guarantee will be returned to the contractor.

Contractor shall submit the interest free security deposit as mentioned in condition 14.2 of special condition of contract. MCL reserves the rights to encash the security deposit if contractor fails to perform his obligation as per the terms of this contract, as well as if contractor fails to submit the amount to MCL due for any cause. Upon successful completion of the defect liability period, security deposit will be given back to the contractor in a manner mentioned in condition 14.2 of special condition of contract.

15. Defect liability period

Defect liability period will be as mentioned in condition 15.1 of special condition of contract. During defect liability period contractor is liable to rectify all the defects arising out of the work executed by him at no extra cost. It is understood that contractor has checked the quality of materials supplied by MCL before executing the work and no claim on account of the poor quality of the materials supplied by MCL will be entertained. Contractor shall be primarily responsible for the workmanship during defect liability period.

16. Water and power

MCL will provide water and power to contractor, if mentioned and in a manner mentioned in condition 16.1 of special condition of contract.

17. Taxes and duties

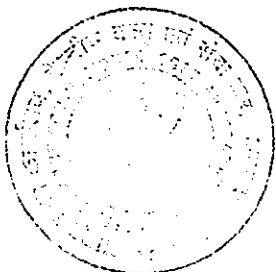
All the taxes, octroi, royalty and duties applicable for the subject work and materials used therein are deemed to have been included in the rates except those specified in condition 17.1 of special condition of contract.

MCL will deduct the amount from the due payment of the contractor for the taxes and duties as mentioned in condition 17.2 of special condition of contract in a manner as mentioned in the same condition.

18. Insurances

[Signature]
For CONTRACTOR

[Signature]
For MONTECARLO LIMITED



The dispute shall be referred to the sole arbitrator appointed by the Joint Managing Director of MCL. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be Ahmedabad.

21. Jurisdiction

The jurisdiction of the Contract shall be exclusively at Ahmedabad and under courts in Ahmedabad.

22. Statutory compliance

The Contractor shall be responsible to maintain all necessary records required under various applicable Laws, Rules and Regulations including the labour laws, contract labour law, minimum wages, bonus law as applicable from time to time. The Contractor shall pay necessary Provident Fund, minimum wages as per Minimum Wages Act as applicable in State, maintain all necessary registers for various labour laws and shall comply with various provisions of law including Income Tax, Sales Tax, Octroi, Labour Welfare cess, etc.

In case of occurrence of any accidents leading to injury, disability, death of workmen or any other person due to Contractor's negligence, act or omission then the Contractor will liable for compensation, medical and incidental expenses and indemnify MCL fully against all liabilities which may arise out of such occurrence. In this case, notwithstanding anything contrary contained hereinafter, MCL can take appropriate and reasonable actions against the Contractor as deemed fit which can include forfeiture of security deposit, outstanding payment for the works done, reduced scope of contract, termination of the Contract including damages under law and equity.

23. Indemnity

The Contractor warrants that if it causes any damages to any of MCL's or third party's property or persons including accident, mishap, injury or death for whatsoever reason and circumstances including any negligence, embezzlement, wrongful act or omission, misconduct, then the Contractor will own absolute responsibility and liability for loss and damages and further, the Contractor will indemnify fully and hold harmless MCL against any such liability.

The Contractor shall abide by and comply with the guidelines, code of conduct and site/office specific standing operating procedure, timings of the works, shifts and deputation of the labours, safety policy, disaster management policy and environmental policy while dealing with MCL.

24. Subcontract

The Contractor shall not assign or subcontract the work or any part of the work to any third party.

25. Clearance of Site on Completion

On completion of the works, Contractor shall clear away and remove from the site all equipments, surplus materials, rubbish and temporary works of every kind and shall leave the whole of site clean and in a workman like condition to the satisfaction of MCL, Clients and at own risk and cost of the Contractor.

26. Mode of measurement

Mode of measurement will be as per the mode of measurement specified in main contract for the subject work. It is understood that before signing this contract, contractor has studied the main contract. In no case MCL will certify higher quantities than those certified by his client.

27. LD and Penalty by the client

In case the client levies LD or Penalty as per the provisions of the main contract and if the act of the contractor is found responsible for the same, MCL reserves the rights to debit the amount of such LD and Penalty from the amount due to the contractor.

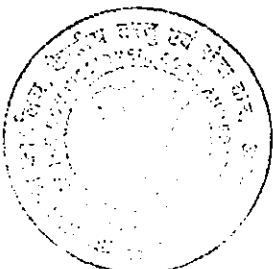
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For CONTRACTOR

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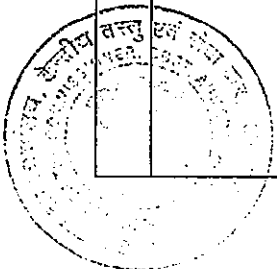
For MONTECARLO LIMITED



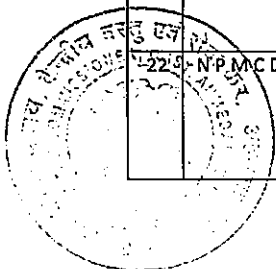
In order to examine the availability of exemption from service tax or otherwise, the comparison of the aforementioned documents vis-à-vis corresponding transaction entries (payment made/credited to the assessee) as appearing in Form 26AS, is carried out as under:

FY 2015-16

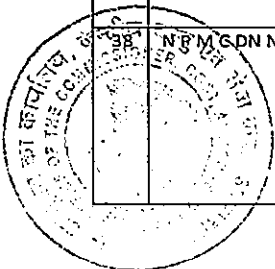
Sr. No	Name of the TDS deductor	Transaction date	Amount paid /credited (Rs.)	Details of Bill/RA Bill/documents and Work carried out	E.No. of notification No. 25/2012-ST, under which exemption available
1	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	15/03/2016	661308	<ul style="list-style-type: none"> RA Bill No. 16 dated 15.03.2015 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14) Sub Contract Agreement dated 10.03.2014 entered between Hardware Tools & Machinery Project P L and M/s. Maruti Construction (the assessee) for Construction of Canal Earth Work, Lining, Structures and Service Roads for the Distributaries and Minors of Limbdi Branch Canal including Operations and Maintenance for Five Years for LD-19 & TD-1 (Slice-14) as per the work order No. CPC/Limbadi- CAD/Slice 14, R&C/2013/852 dated 30.01.2014 dated 29.02.2012 issued by Sardar Sarovar Narmada Nigam Ltd. Copy of work Order No. CPC/Limbadi- CAD/Slice 14, R&C/2013/852 dated 30.01.2014 dated 29.02.2012 issued by Sardar Sarovar Narmada Nigam Ltd to M/s. Hardware Tools & Machinery Projects P Ltd. 	12(d)
2	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	26/02/2016	733748	<ul style="list-style-type: none"> RA Bill No. 12 dated 26.02.2016 issued by the assessee for Constructing 18 Minors of GBC Block 30 Sub Contract Agreement dated 02.11.2012 entered between Hardware Tools & Machinery Project P L and M/s. Maruti Construction (the assessee) for Construction of 18 Minors of Block No. 30 of Goriya Branch Canal (Earth Work, CC Lining & Structures) including their O & M for Five Years (Package -GBC-M-1) as per the work order No. CPC/GBC/ M-1//BI-30/2011/662 dated 29.02.2012 issued by Sardar Sarovar Narmada Nigam Ltd. Copy of work Order No. CPC/GBC/ M-1//BI-30/2011/662 dated 29.02.2012 issued by Sardar Sarovar Narmada Nigam Ltd. 	12(d)
3	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	01/02/2016	2339281	<ul style="list-style-type: none"> RA Bill No. 11 dated 01.02.2016 issued by the assessee for Constructing 18 Minors of GBC Block 30 Sub Contract Agreement dated 02.11.2012 & Work Order dated 29.02.2012 as above 	12(d)
4	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	31/01/2016	3818857	<ul style="list-style-type: none"> RA Bill No. 14 dated 04.01.2016 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14) Sub Contract Agreement dated 10.03.2014 & Work Order dated 30.01.2014 as above. 	12(d)
5	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	31/12/2015	6601533	<ul style="list-style-type: none"> RA Bill No. 13 dated 27.01.2016 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14) Sub Contract Agreement dated 10.03.2014 & Work Order dated 30.01.2014 as above. 	12(d)
6	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	01/06/2015	1788879	<ul style="list-style-type: none"> RA Bill No. 12 dated 07.07.2015 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14) Sub Contract Agreement dated 10.03.2014 & Work Order dated 30.01.2014 as above. 	12(d)
7	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	18/05/2015	17018712	<ul style="list-style-type: none"> RA Bill No. 11 dated 18.05.2015 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14) Sub Contract Agreement dated 10.03.2014 & Work Order dated 30.01.2014 as above. 	12(d)
8	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	13/04/2015	17746748	<ul style="list-style-type: none"> RA Bill No. 10 dated 13.04.2015 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14) Sub Contract Agreement dated 10.03.2014 & Work Order dated 30.01.2014 as above. 	12(d)
9	JALARM PROJECTS PVT LTD	30/03/2016	5498417	<ul style="list-style-type: none"> Bill dated 31.03.2016 issued by the assessee for Constructing Distributaries and Minors work for the Command Area under Vallbhipur Branch Canal for Kalivaji Disty (D-7) & Its No. Minors. Sub Contract Agreement dated 01.02.2016 entered between M/s. Jalaram Projects Pvt Ltd. and M/s. Maruti Construction (the assessee) for sub contracting the work of Constructing Distributaries and Minors work for the Command Area under Vallbhipur Branch 	12(d)



				Canal for Mulbavla (D-7) & Its No. Minors , to the assessee. • Copy of work Order No. CPC/VBC/CAD/Slice-1/2015/966 dated 11.01.2016 issued by Sardar Sarovar Narmada Nigam Ltd. to M/s. Jalalram Construction Co.	
10	N P CANAL DIVISION NO 4/4	31/03/2016	654720	• Bill No. NPCSDN4/4-B/ PB/20% Advance /184 dated 29.03.2016 issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command. Kharaghoda Br. Canal for Chak of Sub Minor No. 07 RDM-1 of Ribdi-1 Minor of Rakhiyana Distributary - off taking from Kharaghoda Branch Canal	12(d)
11	N P CANAL DIVISION NO 4/4	31/03/2016	812560	• Bill No. NPCSDN4/4-B/ PB/20% Advance /180 dated 29.03.2016 issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Chak of Sub Minor No. 01 RDM-1 of Ribdi-1 Minor of Rakhiyana Distributary - off taking from Kharaghoda Branch Canal	12(d)
12	N P CANAL DIVISION NO 4/4	31/03/2016	745760	• Bill No. NPCSDN4/4-B/ PB/20% Advance /182 dated 29.03.2016 issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Chak of Sub Minor No. 05 RDM-1 of Ribdi-1 Minor of Rakhiyana Distributary - off taking from Kharaghoda Branch Canal • Work Order No. NPMC Dn. No.4/4/AB/ UGPL/1138 of 2016 dated 21.03.2016 issued by EX. Engr., N.P. Main Canal Div. No. 04/04, Mehsana	12(d)
13	N P CANAL DIVISION NO 4/4	31/03/2016	499860	• Bill No. NPCSDN4/4-B/ PB/20% Advance /183 dated 29.03.2016 issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Chak of Sub Minor No. 06 RDM-1 of Ribdi-1 Minor of Rakhiyana Distributary - off taking from Kharaghoda Branch Canal	12(d)
14	N P CANAL DIVISION NO 4/4	31/03/2016	600360	• Bill No. NPCSDN4/4-B/ PB/20% Advance /181 dated 29.03.2016 issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Chak of Sub Minor No. 02 RDM-1 of Ribdi-1 Minor of Rakhiyana Distributary - off taking from Kharaghoda Branch Canal	12(d)
15	N P M C DN NO-19 HARIJ	31/03/2016	1621035	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 03 SSM & 3A of SSM Sami Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal • Work Order No. NPMC Dn. 19/AB/UGPL /716 of 2016 dated 16.03.2016 issued to M/s. Maruti Construction Co., by Sardar Sarovar Narmada Nigam Ltd,	12(d)
16	N P M C DN NO-19 HARIJ	31/03/2016	2031118	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 02 SSM & 2A of SSM Sami Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal • Work Order No. NPMC Dn. 19/AB/UGPL /713 of 2016 dated 16.03.2016 issued to M/s. Maruti Construction Co., by Sardar Sarovar Narmada Nigam Ltd,	12(d)
17	N P M C DN NO-19 HARIJ	23/03/2016	1427931	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 06 JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
18	N P M C DN NO-19 HARIJ	23/03/2016	1807107	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 04 JLM & 4A JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
19	N P M C DN NO-19 HARIJ	23/03/2016	1471496	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 07 JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
20	N P M C DN NO-19 HARIJ	23/03/2016	1025804	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 03 JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
21	N P M C DN NO-19 HARIJ	23/03/2016	1086786	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 8A JLM & 8B JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
	N P M C DN NO-19 HARIJ	23/03/2016	1866778	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 24 JLM & 2B JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)



23	N P M C DN NO-19 HARIJ	17/03/2016	2537700	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 3A JLBM & 3B JLBM of Jalalabad Br. Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
24	N P M C DN NO-19 HARIJ	17/03/2016	1603286	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 2 JLBM & 2 JLBSBM of Jalalabad Br. Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
25	N P M C DN NO-19 HARIJ	17/03/2016	2730615	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 1A JLBM & 1B of Jalalabad Br. Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
26	N P M C DN NO-19 HARIJ	29/02/2016	1158871	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No. 10 MTD of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
27	N P M C DN NO-19 HARIJ	29/02/2016	1672116	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No. 09 MTD & 09 BSM of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
28	N P M C DN NO-19 HARIJ	29/02/2016	1816896	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No,11 MTD & 11 BSM of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
29	N P M C DN NO-19 HARIJ	20/02/2016	2086461	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No,10 NJM & 10 BSM of Nana Joravarpura Minor of Matroda Distry- off taking from Rajpura Branch Canal	12(d)
30	N P M C DN NO-19 HARIJ	20/02/2016	2530064	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No. 12 NJM & 12A NJM of Nana Joravarpura Minor of Matroda Distry- off taking from Rajpura Branch Canal	12(d)
31	N P M C DN NO-19 HARIJ	20/02/2016	2299820	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No,11 NJM & 11A of Nana Joravarpura Minor of Matroda Distry- off taking from Rajpura Branch Canal	12(d)
32	N P M C DN NO-19 HARIJ	29/01/2016	1073024	• RA Bill No. 09 issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 1 NJM of Nana Joravarpura Minor of Matroda Distry	12(d)
33	N P M C DN NO-19 HARIJ	29/01/2016	1269181	• RA Bill No. 10 issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 5 NJM of Nana Joravarpura Minor of Matroda Distry	12(d)
34	N P M C DN NO-19 HARIJ	29/01/2016	1226958	• RA Bill No. 11 issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No.06 NJM & 6 BSM of Nana Joravarpura Minor of Matroda Distry	12(d)
35	N P M C DN NO-19 HARIJ	29/01/2016	718985	• RA Bill No. 08 issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 03 NJM of Nana Joravarpura Minor of Matroda Distry	12(d)
36	N P M C DN NO-19 HARIJ	29/01/2016	1047000	• RA Bill No. 07 issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No, 2 NJM & 2 BSM of Nana Joravarpura Minor of Matroda Distry	12(d)
37	N P M C DN NO-19 HARIJ	21/12/2015	317885	• RA Bill No. 09 issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 1 NJM of Nana Joravarpura Minor of Matroda Distry	12(d)
	N P M C DN NO-19 HARIJ	21/12/2015	328435	• RA Bill No. 07 issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No, 2 NJM & 2 BSM of Nana Joravarpura Minor of Matroda Distry- off taking from Rajpura Branch Canal	12(d)

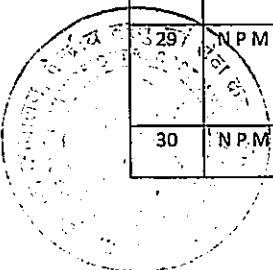


39	N P M C DN NO-19 HARIJ	21/12/2015	227600	• RA Bill No. 08 issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 03 NJM of Nana Joravarpira Minor of Matrota Distry	12(d)
		Total	112603695		

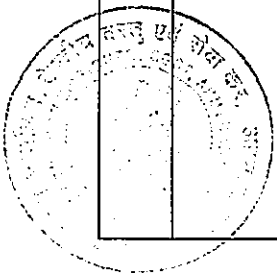
FY 2016-17

SR. No.	Name of the TDS deductor	Transaction date	Amount paid /credited (Rs.)	Details of Bill/RA Bill/documents and Work carried out	E.No. of notification No. 25/2012-ST, under which exemption available
1	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	31/03/2017	401103	• RA Bill No. 19 dated 31.03.2017 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14)	12(d)
2	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	31/01/2017	4765265	• RA Bill No. 21 & Final dated 31.01.2017 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14)	12(d)
3	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	02/01/2017	733748	• RA Bill No. 02 dated 02.01.2017 issued by the assessee for Constructing 18 Minors of GBC Block 30	12(d)
4	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	15/06/2016	1409236	• RA Bill No. 19 dated 17/07/2016 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14)	12(d)
5	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	01/06/2016	1068171	• RA Bill No. 19 dated 01.06.2016 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14)	12(d)
6	HARDWARE TOOLS AND MACHINERY PROJECTS PVT LTD	18/04/2016	5917250	• RA Bill No. 18 dated 18.04.2016 issued by the assessee for Constructing LD-19 & TD-1 (Slice -14)	12(d)
7	JALARM PROJECTS PVT LTD	15/11/2016	429663	• Bill dated 15.09.2016 issued by the assessee for Constructing Distributaries an Minors work for the Command Area under Vallbhipur Branch Canal for Mulbavala Distry (D-7) & Its No. Minors. • Sub Contract Agreement dated 01.02.2016 entered between M/s. Jalaram Projects Pvt Ltd. and M/s. Maruti Construction (the assessee) for sub contracting the work of Constructing Distributaries and Minors work for the Command Area under Vallbhipur Branch Canal for Mulbavala (D-7) & Its No. Minors, to the assessee. • Copy of work Order No. CPC/VBC/CAD/Slice-1/2015/966 dated 11.01.2016 issued by Sardar Sarovar Narmada Nigam Ltd. to M/s. Jalaram Construction Co.	12(d)
8	JALARM PROJECTS PVT LTD	25/07/2016	4331680	• Bill dated 02.08.2016 issued by the assessee for Constructing Distributaries and Minors work for the Command Area under Vallbhipur Branch Canal for Mulbavala Distry (D-7) & Its No. Minors. • Work order and subcontract are as above.	12(d)
9	JALARM PROJECTS PVT LTD	21/06/2016	13059195	• Bill dated 30.06.2016 issued by the assessee for Constructing Distributaries an Minors work for the Command Area under Vallbhipur Branch Canal for Mulbavala Distry (D-7) & Its No. Minors. • Work order and subcontract are as above.	12(d)
10	JALARM PROJECTS PVT LTD	16/05/2016	15884900	• Bill dated 16.05.2016 issued by the assessee for Constructing Distributaries an Minors work for the Command Area under Vallbhipur Branch Canal for Mulbavala Distry (D-7) & Its No. Minors. • Work order and subcontract are as above.	12(d)
11	JALARM PROJECTS PVT LTD	31/03/2017	1409969	• Bill dated 31.03.2017 issued by the assessee for Constructing Distributaries an Minors work for the Command Area under Vallbhipur Branch Canal for Mulbavala Distry (D-7) & Its No. Minors. • Work order and subcontract are as above.	12(d)
12	N P CANAL DIVISION NO 4/4	19/07/2016	2250603	• 1st & Final RA Bill issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Construction of sub minors No. 01-RDM-1 of Ribdi Minor of Rakhiyana Distry of Kharaghoda Br. Canal • Work Order No. NPMC Dn. No.4/4/AB/ UGPI/922 of 2016 dated 08.03.2016 issued by EX. Engr., N.P. Main Canal Div. No. 04/04, Mehsana	12(d)
13	N P CANAL DIVISION NO 4/4	19/07/2016	1947151	• 1st & Final RA Bill issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Construction of sub minors No. 05-RDM-1 of Ribdi Minor of Rakhiyana Distry of Kharaghoda Br. Canal	12(d)

14	N P CANAL DIVISION NO 4/4	19/07/2016	1622462	<ul style="list-style-type: none"> • 1st & Final RA Bill issued by Ex. Engr. NPC Dn. 4/4 , Mehsana for Construction of sub minors No. 02-RDM-1 of Ribdi Minor of Rakhlyana Distry of Kharaghoda Br. Canal • Work Order No. NPMC Dn. No.4/4/AB/ UGPL/480 of 2016 dated 05.02.2016 issued by EX. Engr., N.P. Main Canal Div. No. 04/04, Mehsana 	12(d)
15	N P CANAL DIVISION NO 4/4	10/06/2016	1504827	<ul style="list-style-type: none"> • 1st & Final RA Bill issued by Ex. Engr. NPC Dn. 4/4 , Mehsana for Chak area of Sub Minor No. 07 MDM-IV Mandal -4 Minor of Malanpur Distributory off taking from Kharaghoda Branch Canal 	12(d)
16	N P CANAL DIVISION NO 4/4	10/06/2016	1391142	<ul style="list-style-type: none"> • 1st & Final RA Bill issued by Ex. Engr. NPC Dn. 4/4 , Mehsana for Chak area of Sub Minor No. 08 MDM-IV Mandal -4 Minor of Malanpur Distributory off taking from Kharaghoda Branch Canal 	12(d)
17	N P CANAL DIVISION NO 4/4	10/06/2016	1471914	<ul style="list-style-type: none"> • 1st & Final RA Bill issued by Ex. Engr. NPC Dn. 4/4 , Mehsana for Chak area of Sub Minor No. 05 MDM-IV Mandal -4 Minor of Malanpur Distributory off taking from Kharaghoda Branch Canal 	12(d)
18	N P CANAL DIVISION NO 4/4	10/06/2016	1615869	<ul style="list-style-type: none"> • 1st & Final RA Bill issued by Ex. Engr. NPC Dn. 4/4 , Mehsana for Chak area of Sub Minor No. 06 MDM-IV Mandal -4 Minor of Malanpur Distributory off taking from Kharaghoda Branch Canal 	12(d)
19	N P CANAL DIVISION NO 4/4	19/05/2016	545500	<ul style="list-style-type: none"> • Advance Bill dated 19.05.2016 issued by Ex. Engr. NPC Dn. 4/4 "B", Mehsana for Chak area of Sub Minor No. 07 MDM-IV Mandal -4 Minor of Malanpur Distributory off taking from Kharaghoda Branch Canal 	12(d)
20	N P CANAL DIVISION NO 4/4	19/05/2016	593960	<ul style="list-style-type: none"> • Advance Bill dated 19.05.2016 issued by Ex. Engr. NPC Dn. 4/4 "B", Mehsana for Chak area of Sub Minor No. 06 MDM-IV Mandal -4 Minor of Malanpur Distributory off taking from Kharaghoda Branch Canal 	12(d)
21	N P CANAL DIVISION NO 4/4	19/05/2016	467380	<ul style="list-style-type: none"> • Advance Bill dated 19.05.2016 issued by Ex. Engr. NPC Dn. 4/4 "B", Mehsana for Chak area of Sub Minor No. 05 MDM-IV Mandal -4 Minor of Malanpur Distributory off taking from Kharaghoda Branch Canal 	12(d)
22	N P CANAL DIVISION NO 4/4	19/05/2016	1731506	<ul style="list-style-type: none"> • RA Bill Final issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Chak of Sub Minor No. 03 RDM-1 of Ribdi-1 Minor Ex from Rakhlyana Distributory of Kharaghoda Branch Canal (Block -37) • Work Order No. NPMC Dn. No.4/4/AB/ UGPL/407 of 2016 dated 02.02.2016 issued by EX. Engr., N.P. Main Canal Div. No. 04/04, Mehsana 	12(d)
23	N P CANAL DIVISION NO 4/4	19/05/2016	1313614	<ul style="list-style-type: none"> • RA Bill Final issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Chak of Sub Minor No. 06 RDM-1 of Ribdi-1 Minor Ex from Rakhlyana Distributory of Kharaghoda Branch Canal (Block -37) 	12(d)
24	N P CANAL DIVISION NO 4/4	19/05/2016	1869128	<ul style="list-style-type: none"> • RA Bill Final issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Chak of Sub Minor No. 07 RDM-1 of Ribdi-1 Minor Ex from Rakhlyana Distributory of Kharaghoda Branch Canal (Block -37) 	12(d)
25	N P CANAL DIVISION NO 4/4	19/05/2016	1380591	<ul style="list-style-type: none"> • RA Bill Final issued by Ex. Engr. NPC Dn. 4/4, Mehsana for Chak of Sub Minor No. 04 RDM-1 of Ribdi-1 Minor Ex from Rakhlyana Distributory of Kharaghoda Branch Canal (Block -37) • Work Order No. NPMC Dn. No.4/4/AB/ UGPL/481 of 2016 dated 05.02.2016 issued by EX. Engr., N.P. Main Canal Div. No. 04/04, Mehsana 	12(d)
26	N P M C DN NO-19 HARIJ	24/05/2016	1826046	<ul style="list-style-type: none"> • RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 08 MTD & 8 BSM of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal 	12(d)
27	N P M C DN NO-19 HARIJ	24/05/2016	1894391	<ul style="list-style-type: none"> • RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 06 MTD & 6A MTD of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal 	12(d)
28	N P M C DN NO-19 HARIJ	24/05/2016	1571790	<ul style="list-style-type: none"> • RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 07 MTD & 7 BSM of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal 	12(d)
29	N P M C DN NO-19 HARIJ	24/05/2016	1464482	<ul style="list-style-type: none"> • RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 04 MTD of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal 	12(d)
30	N P M C DN NO-19 HARIJ	24/05/2016	1472989	<ul style="list-style-type: none"> • RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak 	12(d)



				Area No. 05 MTD & 5 BSM of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal	
31	N P M C DN NO-19 HARIJ	24/05/2016	1629497	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 02 MTD & 2 MTBM of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
32	N P M C DN NO-19 HARIJ	18/05/2016	878114	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No. 9 NJM of Nanajoravarpur Minor of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
33	N P M C DN NO-19 HARIJ	18/05/2016	2772716	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No. 01 MTD, 1A MTD & 1A BSM of Direct outlet of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
34	N P M C DN NO-19 HARIJ	18/05/2016	2207297	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 2 NJBM of Nanajoravarpur Minor of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
35	N P M C DN NO-19 HARIJ	18/05/2016	2038749	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 1 NJBM, 1 NJBSM-I & 1 NJBSM-II of Nanajoravarpur Minor of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
36	N P M C DN NO-19 HARIJ	18/05/2016	3970788	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 3 MTD & 3 BSM of Direct Outlet of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
37	N P M C DN NO-19 HARIJ	18/05/2016	854602	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area No. 8 NJM & 8 BSM of Nanajoravarpur Minor of Matroda Distry - off taking from Rajpura Branch Canal	12(d)
38	N P M C DN NO-19 HARIJ	19/04/2016	1866940	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 9A JLM & 9B JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
39	N P M C DN NO-19 HARIJ	19/04/2016	1320924	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 1A JLM & 1B JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal	12(d)
40	N P M C DN NO-19 HARIJ	19/04/2016	1454722	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Chak Area for SSP Command for Chak Area No. 5A JLM & 5B JLM of Jalalabad Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal • Work Order No. NPMC Dn.19/AB/ UGPL/714 of 2016 dated 16.03.2016 Issued by EX. Engr., N.P. Main Canal Div-19, Harij	12(d)
41	N P M C DN NO-19 HARIJ	19/04/2016	1985089	• RA Bill No. 01 & Final issued by Narmada Project Main Canal Division No. 19, Harij (NG) for Supplying, Installing & Testing of UGPL System of Sub Minor for Irrigation through Kundies in Chak Area for SSP Command for Chak Area No. 1 SSM of Sami Minor of Jalalabad Distry - Off taking from Rajpura Branch Canal • Work Order No. NPMC Dn.19/AB/ UGPL/715 of 2016 dated 16.03.2016 issued by EX. Engr., N.P. Main Canal Div-19, Harij	12(d)
42	N P M C DN NO-20 PATAN	16/06/2016	8430915	• 8 RA Bills No. 01 & Final issued by Narmada Project Main Canal Division No. 20, Patan for Chak Area No. 02 RDM-I ; 06 RVM-II & 06 RVM-II; 05-RVM-II; 04-RVM-II, 01-RVM-II & RVM-II, BSM; 05-RDM-I & 05 RDM-I BSM , 04-RDM-I, 03-RDM-I of Ranawada Minor-I& II Mandvi Mandvi Distry of Amarpura Branch canal.	12(d)
43	N P M C DN NO-20 PATAN	16/06/2016	4962864	(1599513+2269044+1494079+1622560+1442719+1829578+1589883+1543403=13390779) • Work Order No. NPMC Dn. 20/WO/AB/ UGPL/1223 of 2016 dated 25.04.2016 issued by EX. Engr., N.P. Main Canal Div-20, Patan (for 03-RDM-1) • Work Order No. NPMC Dn. 20/WO/AB/ UGPL/1224 of 2016 dated 25.04.2016 issued by EX. Engr., N.P.	



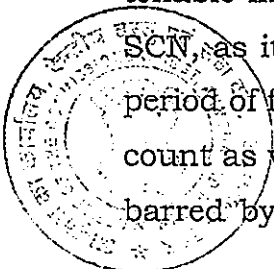
				Main Canal Div-20, Patan (for 04-RDM-1) • Work Order No. NPMC Dn. 20/WO/AB/UGPL/1225 of 2016 dated 25.04.2016 issued by EX. Engr., N.P. Main Canal Div-20, Patan (fro 05-RDM-1 & BSM)	
44	RC PATEL	01/11/2016	11791794	• Bill No. 01 dated 17.06.2016 issued to M/s. R C. Patel, for work of Bridge for Railway at Bhavnagar • Agreement dated 23.12.2015 entered between by M/s. R C Patel and M/s. Montecarlo Limited, whereby subcontracting the work of "Package-2: Execution of gauge conversion of meter gauge track between Kothganagad (Excl) and Botad (incl.) stations - Construction of Road bed, bridges, supply of Ballast, Dismantling of existing Meter Gauge track, installation of track (excluding supply of rails & ordinary PSC line sleepers), Electrical (general Electrification), Outdoor signaling and Telecommunication works between Kothganagad and Botad in Bhavangar Divison of Western Railway, Gujarat. • Letter of Acceptance dated 12.01.2016 by M/s. R C Patel, further subcontracting the work to M/s. Maruti Construction Co. (the assessee)	14
45	SADBHAV ENGINEERING LIMITED	31/03/2017	267051	• Bill Prepared by Sadbhav Engg. Ltd for Four Laning of Bhavnagar-talaja Section of NH-8E from 7.090 to 53.585 (National Highway)	13(a)
		Total	123777587		

From the above mentioned documents, it is evident that the assessee had rendered services directly or indirectly to the Government by way of (i) "Supplying, Installing & Testing of UGPL (under ground pipe line) System of Sub Minor for Irrigation through Kundies in Chak Areas for SSP Command", (ii) "Constructing Distributaries and Minors work for the Command Area under Vallbhipur Branch Canal for Mulbavala Distry (D-7)", (iii) "Canal Earth Work, Lining, Structures and Service Roads for the Distributaries and Minors of Limbadi Branch Canal", (iv) "Construction of 18 Minors of Block No. 30 of Goriya Branch Canal (Earth Work, CC Lining & Structures)", (v) "Four Laning of National Highway 8E" and (vi) "Railway Bridge at Bhavanagar". These services are squarely covered under E.No. 12(d), 13(a) and 14 of Notification No. 25/2012-ST dated 20.06.2012 read with E.No. 29(h). Thus, the assessee is eligible for the exemption from service tax on provision of aforementioned services. Since, the assessee has earned the entire income from provision of such services during FY 2015-16 and 2016-17, the entire income earned during FY 2015-16 & 2016-17 is exempt income. Accordingly, the demand of service tax vide SCN dated 23.04.2021 deserves to be dropped on merit.

28. From the above factual matrix, and documents submitted by the assessee, I find the difference in the value of service as alleged in the subject SCN is on account of the taxable value of service disclosed in ST-3 returns filed by the assessee was not taken into consideration while computing the service tax liability for FY 2015-16 and 2016-17 by the department. Therefore, I find that the entire demand has been raised on the presumption that the amount credited to the assessee as per Form 26AS/ITR was the differential value of

taxable service. I also find that the assessee in response to the letter F.No. STC/4-1/Prev./Gr._V/Third Party Data/2017-18/737 dated Nil, vide their letter dated 28.03.2018 had submitted the reconciliation statements alongwith ST-3 returns and Financial statements to the preventive wing. However, the SCN has neither brought these facts on records nor has given any reason for not accepting the reply of the assessee. I also find that no primary verification appears to have been carried out by the department on the basis of reply. I also find that apart from the differences noticed in the figures reported in ST-3 returns and in Form 26AS, that too based on wrong set of facts, the department has not adduced/ relied upon any other evidence or investigation to substantiate the allegations of short payment/ non payment of such high quantum of service tax. I find that the SCN is basic and crucial foundation of adjudication process. If the allegations in SCN are not specific and on the contrary vague, lack details and /or unintelligible, then the SCN is not tenable and sustainable in eyes of law. In this regard, I rely on the decision of the Hon'ble Supreme Court in the case of BRINDAVAN BEVERAGES (P) LTD [2007 (213) E.L.T. 487 (S.C.)], wherein it was held that "*SCN is foundation on which the Department has to build up its case - If allegations in show cause notice not specific and on the contrary vague, lack details and/or unintelligible, sufficient to hold that noticee not given proper opportunity to meet allegations indicated in show cause notice*". I also rely on the decision of the Hon'ble Supreme Court in the case of GARWARE NYLONS LTD [1996 (87) E.L.T. 12 (S.C.)] wherein it was held that "*The burden of proof is on the taxing authorities to show that the particular case or item in question, is taxable in the manner claimed by them. Mere assertion in that regard is of no avail. It has been held by this Court that there should be material to enter appropriate finding in that regard and the material may be either oral or documentary. It is for the taxing authority to lay evidence in that behalf even before the first adjudicating authority*". Having considered these factual and documentary evidences available on records and legal precedents, I find that there is no short payment of service tax by the assessee. Thus, the subject SCN is liable to be dropped on merits being incorrect and legally not sustainable.

29. In view of the aforementioned detailed discussion and in view of the facts and circumstances pertaining to the subject case, the demand is also not tenable in law as there is no suppression of facts whatsoever as alleged in the SCN, as it was based on wrong set of facts. Therefore, invocation of extended period of five years is not sustainable as well. Accordingly, the SCN fails on this count as well and issuance of SCN beyond 30 months from the relevant date is barred by limitation. Further, since there is no short payment of tax by the



assessee, no penalty is imposable as proposed in the impugned SCN. Similarly, no interest is leviable from the assessee.

In view of the above discussion and findings, I pass the following order:

ORDER

I hereby drop the proceedings initiated against M/s. Maruti Construction Company, 18, Fouram Row House, Opp. Gujarat High Court, Sola, Ahmedabad-380061 vide Show Cause Notice F. No. STC/15-75/OA/2021 dated 23.04.2021.



(Upendra Singh Yadav)
Commissioner,
Central Excise & CGST,
Ahmedabad North.

By Regd. Post AD./Hand Delivery
F.No. STC/15-75/OA/2021

Date: .12.2022.

To
M/s. Maruti Construction Company,
18, Fouram Row House,
Opp. Gujarat High Court,
Sola, Ahmedabad -380061

Copy to:

- 1 The Principal Chief Commissioner of CGST & C. Ex., Ahmedabad Zone.
- 2 The Deputy/Assistant Commissioner, CGST & C.Ex., Division-VII, Ahmedabad North.
- 3 The Superintendent, Range-III, Division-VII, Ahmedabad North.
- 4 The Superintendent (System), CGST, Ahmedabad North for uploading on website.
- 5 Guard File