

**THE AUTHORITY ON ADVANCE RULINGS
IN KARNATAKA
GOODS AND SERVICES TAX
VANIJYA THERIGE KARYALAYA, KALIDASA ROAD
GANDHINAGAR, BENGALURU - 560009**

Advance Ruling No. KAR ADRG 30/2019

Date : 12-09-2019

Present:

1. Sri. Harish Dharnia,
Additional Commissioner of Central Tax, Member (Central Tax)
2. Dr. Ravi Prasad M.P.
Joint Commissioner of Commercial Taxes Member (State Tax)

1.	Name and address of the applicant	M/s ANSYS Software Pvt. Ltd., Kabra Excelsior, 3 rd Floor, 6/A. 7 th Main, 1 st Block, Koramangala, Bengaluru - 560034.
2.	GSTIN or User ID	29AADCA1658E1ZT
3.	Date of filing of Form GST ARA-01	26.10.2018
4.	Represented by	Sri Srikanth Balakrishnan, Chartered Accountant
5.	Jurisdictional Authority - Centre	The Commissinoer of Central Tax, Bangalore South Commissionerate, Bengaluru (Range - ASD5)
6.	Jurisdictional Authority - State	LGSTO-15, Bengaluru
7.	Whether the payment of fees discharged and if yes, the amount and CIN	Yes, discharged fee of Rs.5,000/- each under CGST Act & KGST Act vide CIN SBIN18102900388619 dated 24.10.2018

**ORDER UNDER SECTION 98(4) OF THE CENTRAL GOODS & SERVICES
TAX ACT, 2017 AND UNDER 98(4) OF THE KARNATAKA GOODS &
SERVICES TAX ACT, 2017**

M/s ANSYS Software Pvt. Ltd., (called as the 'Applicant' hereinafter), having GSTIN number 29AADCA1658E1ZT, have filed an application for Advance Ruling under Section 97 of the CGST Act, 2017 & KGST Act 2017 read with Rule 104 of CGST Rules 2017 & KGST Rules 2017, in FORM GST ARA-01 discharging the fee of Rs.5,000/- each under the CGST Act and the KGST Act.



2. The Applicant is a Private Limited Company and is registered under the Goods and Services Act, 2017. The applicant has sought advance ruling in respect of the following question:

- a) *Whether Marketing & Pre-Sales Technical Support Services provided by the applicant will be classified as Intermediary services in terms of Section 2(13) of the Integrated Goods and Services Tax Act, 2017?*
- b) *Whether the Post- Sales Technical Support Services provided by the applicant would be classified as Information Technology Support Services falling under HSN Code 998313?*

The applicant states that the provisions of both the CGST Act and the KGST Act are the same except for certain provisions, and thus, unless a mention is specifically made to such dissimilar provisions, a reference to the CGST Act would also mean a reference to the same provision under the KGST Act. For the purposes of this application, a reference to such a similar provision under the CGST Act and / or KGST Act would be referred to as being under the "GST Law".

3. The applicant furnishes some facts relevant to the stated activity:

- a. The applicant states that he is a private limited company with its registered office situated at Plot No.34/1. Rajiv Gandhi Infotech Park, MIDC, Hinjewadi, Pune - 411057, Maharashtra. ANSYS India is a wholly owned subsidiary of M/s ANSYS Inc., US (hereinafter referred to as "Ansys US" or the "Parent Company"). The Parent Company has subsidiaries in various parts of the globe. (Ansys US referred hereafter may be construed to include such subsidiary companies of ANSYS Inc. as well). ANSYS India has business premises across India including in Bangalore in Karnataka, Noida in Uttar Pradesh, Chennai in Tamil Nadu, Pune and Mumbai in Maharashtra, Hyderabad in Telangana and Kolkata in West Bengala. Ansys India is registered under GST Law and their GSTIN is 29AADCA1658E1ZT for Bangalore place of business.
- b. ANSYS India, inter alia, is engaged in the business of distribution of Ansys Software in India, the proprietary ownership of which lies with Ansys US. Ansys Software is an engineering simulation software used by engineers and designers across a broad spectrum of industries including aerospace, automotive, manufacturing, nuclear, electronics

and biomedical. As a distributor, Ansys India resells the "right / license to use" Ansys Software to customers in India. Towards this, Ansys India pays GST at the applicable rate.

- c. In some cases, the customer may place an order for purchase of right / license to use Ansys Software directly on Ansys US owing to commercial considerations on Customer's side. In such cases, Ansys US directly issues an invoice on the customer in India for sale of right / license to use Ansys Software and the customer directly pays the invoice value to Ansys US.
 - d. In such cases, Ansys US engages Ansys India for providing Marketing and Pre-Sales Technical Support Services. Further, by means of a separate arrangement, Ansys US also engages Ansys India for providing Technical Support Services, once the right / license to use Ansys Software is sold to the Indian Customers by Ansys US. The agreements also provide for remunerating Ansys India for the services rendered.
 - e. Regarding the Marketing and Pre-Sales Technical Support Services, the applicant states that in case of direct orders placed by Indian Customers on Ansys US, Ansys India is engaged to provide marketing and pre-sales technical support services. Typically, the direct orders can be of two types:
 - i. Where the customer is identified by Ansys India and due to commercial considerations, the customer desires to place order directly on Ansys US.
 - ii. Where the global counterpart of a customer directly contracts with Ansys US for purchase of Ansys Software for their entire group companies across the world including India. Such orders are typically referred to as "Global Orders", where the customer places Order on Ansys US, but Ansys India provides Marketing and Pre-Sales Technical Support Services in India.
4. Under the Marketing and Pre-Sales Technical Support Services, in both the above cases, Ansys India undertakes the following functions:
- (a) Ansys India understands the customer's requirements and through discussions, presentations, demonstrations, benchmarks, and evaluations, Ansys India showcases solutions using Ansys Software to the customer. This helps the customer to understand the



functionality of Ansys Software, how it is relevant for their needs in terms of automated solutions, reduced response and turnaround time and cost savings in developing a new product and thereby helps the customer in decision making process;

- (b) Ansys India also explores new business opportunities with existing customers by conducting best practice sessions, technology days and discussions with the customers;
- (c) Once the order is placed by the customer on Ansys US, Ansys India also co-ordinates with the customer and Ansys US for signing of software licence agreement and other related documentation.
- (d) Ansys India also helps in follow up for collection of invoice value from the customer. However, it is important to note that the collection risk rests with Ansys US only;

Thus, in both cases of direct orders, Ansys India exports marketing and pre-sales technical support services to Ansys US for which it receives a consideration from Ansys US which is fixed as a percentage of the Sales Order value of the respective Indian Customer or as per any basis or mechanism which may be mutually agreed.

5. Regarding the Post-Sales Technical Support Services, the applicant states that when a customer in India directly buys right / licence to use Ansys Software from Ansys US under both the arrangements as explained above in para above, he is also entitled to technical enhancement and customer support services (TECS) for a specified period. Under TECS, the customer typically gets the following:

- (a) Upgrades or new versions of Ansys Software that may be released during the specified period; and
- (b) 24*7 customer support for any trouble shooting or technical support that he may need in using Ansys Software.

5.1 Upgrades or new versions of Ansys Software as aforesaid are provided directly by Ansys US to customers. However, Ansys US has engaged Ansys India for providing 24*7 customer support, the need for which would arise after the sale of Ansys Software.

5.2 The applicant states that in this regard, Ansys India has employed a competent customer team to provide 24*7 customer support. Whenever

customer has any troubleshooting or technical query, they would contact either a designated telephone number or an e-mail ID of the customer support team.

5.3 The nature of Post-Sales Technical Support Services that Ansys India provides is as follows:

- (a) Support through e-mail:- Whenever customer has any troubleshooting or technical query in using Ansys Software, he may send an e-mail to the designated email id of the customer support team. In such case, the customer support team would respond over e-mail and guide the customer technically on the steps to follow for resolution of his query;
- (b) Telephonic support:- Similarly, customer support team provides technical support over telephone and helps the customer to resolve his technical queries on the usage of Ansys Software;
- (c) Web Support:- It may so happen that the customer's technical query could not be resolved over telephone or e-mail support – may be due to gap in the understanding on either side. In such cases, the customer support team of Ansys India may resolve the technical query by resorting to web support. Under Web-Support, the customer support team schedules a Webex meeting (interactive audiovisual computer based meeting) to better understand the customer's technical query or to better explain the resolution methodology to the customer. During the Webex meeting, the customer may share computer screen with the Ansys Technical Support team for effective resolution of their technical query.

The customer is entitled to TECS for a specified period and it is the responsibility of Ansys US to support the customer for any troubleshooting or technical support that he may need in using Ansys Software. For providing this customer support, Ansys US has engaged Ansys India. It is pertinent to note here that, there is privity of contract between Ansys India and Ansys US and not between Ansys India and customers of Ansys US. Thus, even though the customers of Ansys US are "users" of Post-Sales Technical Support Services, they are not recipients of such services. "Recipient" in the present case is Ansys US in respect of Post-Sales Technical Support Services provided by Ansys India. To further corroborate this point, the applicant submits that, Ansys India is remunerated by Ansys US and this remuneration is fixed as a percentage of sales order value for the respective customer or is on the basis or mechanism which may be



mutually agreed. For this post-sales technical support services, Ansys India would issue a separate invoice on Ansys US.

5.4 The applicant also states that after the specified TECS period is over, such customers may also place renewal orders on Ansys US for extended TECS period. By doing this, customers are entitled for updates / new releases of Ansys Software as well as 24*7 customer support as explained above during this extended TECS period. For the purpose of discussion and in the context of this application, such orders are herein after referred to as "TECS renewals". The Marketing, Pre-Sales Technical Support Services, as well as Post Sales Technical Support Services that would be provided by Ansys India to Ansys US in case of Direct Orders, would also be provided in case of TECS renewals.

5.5 The applicant submits that presently, the Marketing, Pre-Sales Technical Support Services and Post-Sales Technical Support Services are carried out by Ansys India under a single contract with Ansys US.

5.6 In the past year, however, amalgamations and additions of new lines of business have led to a burgeoning customer base. Consequently, in order to face customer requests and ensure timely response, the applicant has been put in a situation wherein post sale technical support will be provided by a specially skilled team and will not be mix-up with Marketing and Pre-sales. Consequently, the two new teams can be identified as under:

- (a) Team which will provide Marketing and Pre-Sales Technical Support Services; and
- (b) Team which will be providing Post-Sales Technical Support Services.

In this behalf, Ansys India is in the process of entering into two separate agreements with Ansys US –

- (a) one for Marketing and Pre-Sales Technical Support Services where the consideration will be based on a fixed percentage of the Sales Order Value of the respective customer on the orders where Ansys India provided Marketing and Pre-Sales technical support services to Ansys US or is on the basis or mechanism which may be mutually agreed.
- (b) Other for providing Post Sales Technical Support Services where the consideration from Ansys US will be a fixed percentage of the Sales Order value of the respective customer where Ansys India provided

Post Sales Technical Support Services or will be on a basis or mechanism which may be mutually agreed.

Accordingly, Ansys India would be remunerated separately by Ansys US for each of the above referred activities distinctly. In this context, the applicant states that it is important to note that the agreements will be mutually exclusive and it is not necessary that post-sales technical support will necessarily flow as a result of Marketing and Pre-Sales Technical Support.

6. Regarding the legal issues in relation to Marketing and Pre-Sales technical support services, in order to classify the said services, the applicant refers to the definition of "Intermediary" which has been defined under Section 2(13) of the IGST Act, 2017 as under:

"13. "intermediary" means a broker, an agent or any other person, by whatever name called, who arranges or facilitates the supply of goods or services or both, or securities, between two or more persons, but does not include a person who supplies such goods or services or both or securities on his own account."

The applicant states that on bare reading of the above definition, one may infer that intermediary is the one who arranges or facilitates supply of goods or services but does not supply such goods or services on his own account. This, the service provided by intermediary involves two supplies –

- (i) Supply of goods or services by the supplier to his customer (we may refer this as "main supply"); and
- (ii) Services of the intermediary of arranging or facilitating the "main supply".

6.1 The applicant discusses the dictionary meaning of the terms "arrange" and "facilitate" and states as under:

The Merriam-Webster Dictionary defines the term "arrange" as:

- (a) To put into a proper order or into a correct or suitable sequence, relationship, or adjustment;
- (b) To make preparations for; and
- (c) To bring about an agreement or understanding.



The Dictionary meaning of the term "facilitate" is "*to make easier*"

If we read the dictionary meanings of the terms of "arrange" and "facilitate" into the definition of intermediary, then the applicant is of the view that the intermediary is one who makes the preparations for main supply or who makes the provision of main supply easier or who brings about an agreement or understanding between the supplier and customer as regards main supply. Thus, the intermediary is a connecting link between the supplier and customer, who helps the supplier to provide his supply to the customer and / or helps the customer to receive supply from the supplier.

6.2 In the present case, the applicant states that in case of direct orders placed by Indian customers on Ansys US or Global Orders where the customer in India uses Ansys Software as well as in case of TECS renewals, Ansys India provides Marketing and Pre-Sales Technical Support Services to Ansys US. Under this activity, Ansys India helps the customer to understand the functionality of Ansys Software, how it is relevant for customer's needs in terms of automated solutions, reduced response and turnaround time and cost savings in developing a new product.

6.3 Ansys India makes it easier for the potential customer to make an objective and informed decision of buying Ansys Software and Ansys US. Thereby, Ansys India creates a platform for Ansys US to sell Ansys Software to Indian customers. However, Ansys India in such cases does not sell Ansys Software on its own account. Ansys India merely acts as a facilitator or arranger in the sale of Ansys Software by Ansys US to Indian customers.

6.4 Having regard to the above, the applicant is of the view that they would be regarded as "intermediary" in terms of Section 2(13) of the IGST Act, 2017, as regards provision of Marketing and Pre-Sales Technical Support Services.

6.5 Having regard to the above, the applicant is of the view that HSN Code applicable for Pre-Sales Technical Support Services, in the capacity of intermediary, under Notification No.11/2017 (Rate) dated 28th June, 2017, would be as per the table below:

Section No.	Description
6	Distributive Trade Services; Accomodation, Food and Beverage Service; Transport Services; Gas and Electricity Distribution Services

Heading No.	Description
9961	Services in wholesale trade
99611	Services of commission agents, commodity brokers, and auctioneers and all other traders who negotiate wholesale commercial transactions between buyers and sellers, for a fee or commission
HSN	Description
996111	Services provided for a fee / commission or contract basis on wholesale trade

7. Regarding the Post-Sales Technical Support Services, the applicant makes the following submissions

7.1 Regarding Classification of Post-Sales Technical Support Services: the applicant has been engaged by Ansys US for providing 24*7 Technical Support Services to the customers in India who have placed direct orders on Ansys US or are part of Global Orders involving them as well as in case of TECS renewals. The Technical Support team employed by the applicant provides the troubleshooting and technical support services to the customers through either e-mail, telephone or web-support and thereby the customer support team resolves their technical queries or troubleshooting issues in using Ansys Software.

7.2 The applicant states that it is the responsibility of Ansys US to support the customers for any troubleshooting or technical support that they may need in using Ansys Software and for providing this customer support, Ansys US has engaged Ansys India. The post-Sales Technical Support Services in the present case that the applicant provides to Ansys US is on a principal to principal basis and it is provided by the applicant on their own account.

7.3 In order to determine the classification of Post-Sales Technical Support Services under the GST Law, the applicant refers to the services rate notifications issued under the GST Law. Both the Central Government and the Karnataka State Government, on the recommendation of the GST Council, have issued Notification No.11/2017 (Rate) dated 28th June 2017, and 29th June 29th 2017 respectively, prescribing the rate of tax for service under the GST Law. The applicant draws the attention to the explanation to the rate notification no.11/2017 which states that:

"For the purposes of this notification

(i)



- (ii) *Reference to “Chapter”, “Section” or “Heading”, wherever they occur, unless the context otherwise requires, shall mean respectively as “Chapter”, “Section” and “Heading” in the annexed scheme of classification of services.”*

Thus, along with the rate notification, a detailed annexure for the scheme of classification of services has been given.

7.3.1. On perusal of Notification No.11/2017 of the GST Law and detailed annexure thereto, the applicant is of view that Post Sales Technical Support Services would be classified as under:

Section No.	Description
8	Business and Production Services
Heading No.	Description
9983	(ii) Other professional, technical and business services
Group No.	Description
99831	Management Consulting and management services; information technology services
HSN	Description
998313	Information Technology (IT) Consulting and Support Services

7.3.2 The applicant refers to the Explanatory Notes to the Scheme of Classification of Services” issued on 12th June 2018, by the Central Board of Indirect Taxes and Customs, wherein it is specified that:

“

3. *The explanatory notes indicate the scope and coverage of the heading, groups and service codes of the Scheme of Classification of Services. These may be used by the assessee and the tax administration as a guiding tool for classification of services. However, it may be noted that where a service is capable of differential treatment for any purpose based on its description, the most specific description shall be preferred over a more general description.”*

Thus, these explanatory notes to the scheme of classification of services issued by the Central Board of Indirect Taxes and Customs may be used as a guide in determining the correct classification of services under the GST Law.

7.3.3. For the purposes of ascertaining the scope and coverage of HSN Code 998313, the applicant brings to the notice the following extracts:

*"998313 – Information technology (IT) consulting and support services
This service includes*

(iii)

(iv) Providing technical expertise to solve problems for the client in using software, hardware, or an entire computer system, such as provision of customer support in using or troubleshooting the software, upgrade services and the provision of patches and updates, provision of customer support in using or troubleshooting the computer hardware, including testing and cleaning on a routine basis and repair of IT equipment, technical assistance in moving a client's computer system to a new location, provision of customer support in using or troubleshooting the computer hardware and software in combination;

(v)"

The applicant states that in the present case, he provides customer support in using or troubleshooting the Ansys Software. Thus, in their view, Post-Sales Technical Support Services would merit classification under HSN 998313.

8. With regard to the classification the applicant is of the opinion that the classification cannot be determined by the manner of computing remuneration. In this regard, the applicant has submitted that payment of consideration to the applicant for Post-Sales Technical Support Services as a percentage of order value is merely a basis to compensate the applicant for the services provided, and it cannot and ought not to have any bearing in the determining the classification of Post-Sales Technical Support Services. Classification ought to be determined taking into consideration the nature of services rendered by the service provider and detailed annexure to services rate notification no.11 with guidance from explanatory notes issued by CBIC and not by reference to the manner of calculating consideration payable for the same.

8.1 In this regard, the applicant places reliance on the decision of Hon'ble CESTAT, Bangalore in the case of GE India Technology Center Pvt. Ltd [2014 (36) STR 1109 (Tri-Bang)] in which the Hon'ble Tribunal observed that the method by which consideration is determined cannot be the basis of classification of service. The basis has to be the fact that the service provided should fit into the definition of service under which it is supposed to be categorized. Though this decision has been rendered in the context of Service Tax Law, the ratio of this decision still holds good even under GST Law. Thus, in the applicant's case, even though the consideration is payable



as a percentage of order value or it may be as per the basis or mechanism which may be mutually decided, the applicant is of the view that the classification is Post-Sales Technical Support Services would remain the same, i.e. Information Technology (IT) Consulting and Support Services (HSC 998313).

PERSONAL HEARING / PROCEEDINGS HELD ON 31.12.2018.

9. Sri Srikanth Balakrishnan, Chartered Accountant and duly authorised representative of the applicant appeared for personal hearing proceedings held on 31.12.2018, reiterated the facts narrated in their application and submitted copies of relevant documents.

10. FINDINGS & DISCUSSION:

10.1 We have considered the submissions made by the Applicant in their application for advance ruling as well as the submissions made by Sri Srikanth Balakrishnan, Chartered Accountant and duly authorised representative of the applicant during the personal hearing. We have also considered the issues involved, on which advance ruling is sought by the applicant, and relevant facts.

10.2 At the outset, we would like to state that the provisions of both the CGST Act and the KGST Act are the same except for certain provisions. Therefore, unless a mention is specifically made to such dissimilar provisions, a reference to the CGST Act would also mean a reference to the same provisions under the KGST Act.

10.3 The nature of the transactions of the applicant as explained by him in his application is examined. It was found that there are two types of transactions of the applicant which are proposed to be treated independently by different contracts entered between the Ansys US and Ansys India – one for Marketing and Pre-Sales Technical Services and another for the Post Sales Technical Services.

10.4 The nature of Marketing and Pre-sales Technical Support Services is examined and this involves the following functions:

- (i) Understanding of the customer's requirements, showcasing of the Ansys Software to the customer and helping the customer to understand the functionality of Ansys Software and its relevance to

their needs. Ultimately, it helps the customer to decide on the product they want to procure.

- (ii) Explore new business opportunities with the existing customers by interacting with the customers;
- (iii) Once the order is placed by the Customer on Ansys US, the applicant would co-ordinate with the customer and Ansys US for signing of software licence agreement and other related documentation.
- (iv) The applicant would also help in follow up for collection of Invoice value from the customer.

Hence it is very clear that the applicant is performing all the necessary pre-sale co-ordination work so that the parent company can make the supply of the relevant software. Performing the necessary work would amount to facilitation of the supply. And as the applicant is facilitating the supply of goods or services or both by the parent company to other persons, and is not making the supply in its own account, he would be covered under the definition of an "intermediary" under the clause (13) of section 2 of the Integrated Goods and Services Tax Act, 2017 as far as the supply of marketing and pre-sales technical support services are concerned. The applicant is also of the same view that it would qualify as "intermediary".

10.5 Further, this supply of marketing and pre-sale technical support services is in the nature of selecting a customer, analyzing the requirements of the customers, showcasing the product, convincing of the features of the product which would meet the requirements of the customers, finalization of the product that is required by the customer, and after the order is placed on the overseas parent company, following it with the finalization of documentation and collection of invoice value – all amounts to the provision of Distributive trade services under Heading 996111, the description of which is "Services provided for a fee or commission or on contract basis on wholesale trade". This is clear from the reason that the consideration for the above service is fixed as a percentage of the Sales Order Value of the respective customer.

11. Regarding the classification of Post-Sales Technical Support Services, which is the second question, the nature of transaction is providing the persons who have purchased Ansys Software and using it, 24*7 customer support either through e-mail or through telephone or

Ansys s/w



through Web-Support. The contract is between the end customers and the parent company in US and the applicant is providing the services to the end-customers on behalf of the parent company and charging the parent company for the services provided. The consideration is also fixed as a percentage of sales order value for the customer.

11.1 Clause (93) of the Central Goods and Services Tax Act defines the "recipient" as under

"(93) "recipient" of supply of goods or services or both, means —

(a) where a consideration is payable for the supply of goods or services or both, the person who is liable to pay that consideration;

(b) where no consideration is payable for the supply of goods, the person to whom the goods are delivered or made available, or to whom possession or use of the goods is given or made available; and

(c) where no consideration is payable for the supply of a service, the person to whom the service is rendered,

and any reference to a person to whom a supply is made shall be construed as a reference to the recipient of the supply and shall include an agent acting as such on behalf of the recipient in relation to the goods or services or both supplied;"

Further, clause (105) of section 2 of the Central Goods and Services Tax Act, 2017 defines the supplier of goods or services or both as under:

"(105) "supplier" in relation to any goods or services or both, shall mean the person supplying the said goods or services or both and shall include an agent acting as such on behalf of such supplier in relation to the goods or services or both supplied;"

For the services rendered by the applicant to the end-customer of Ansys US, the recipient of supply of services would be the person who is liable to pay that consideration, and as per the terms of the contract, the parent company makes the payment of consideration to the applicant for the services rendered to the end-customers by the applicant on behalf of the parent company.

11.2 The applicant has also stated at the time of hearing, the Ansys software which is supplied is an off the shelf software and is not designed specifically for each customer. The post-sale technical support service is in relation to the software supplied by the parent company and the service supplied is troubleshooting and technical support services provided to the end-customers on behalf of parent company. The parent company would be the recipient of services as per clause (91) of section 2 of the Central Goods and Services Tax Act and the applicant would be the supplier of services.

11.3 Since the services provided is in providing support to the software supplied earlier, the same amounts to provision of information technology services which is covered under Heading 9983 - Other professional, technical and business services and Group 99831 - Management Consulting and Management Services; Information Technology Services and Service Code 998313 - Information Technology consulting and support services. The explanatory note to the scheme of classification of services also states that 998313 - Information Technology consulting and support services includes the provision of customer support in using or troubleshooting the software, upgrade services and the provision of patches and updates. Hence the services supplied is Information Technology Support Services covered under Service Code 998313 to the end-customer on behalf of the parent company by the applicant and by virtue of the clause (91) of section 2 of the CGST Act, the recipient of such service would be the parent company, as the consideration is receivable from the parent company. The manner of computing the value of supply is not changing the nature of services provided and hence there is no need to discuss the method of valuation of supply. It is only a method adopted to value the supply. Further, no ruling is given on the place of supply of such services supplied and we only restrict the ruling only to the question per se brought before us regarding the correct classification of the services provided.

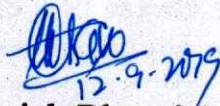
12. In view of the foregoing, we pass the following


RULING

1. The Marketing and Pre-sales Technical Support Services provided by the applicant will be classified as Intermediary services in terms of Section 2(13) of the Integrated Goods and Services Tax Act, 2017



2. The Post-Sales Technical Support Services provided by the applicant is classified as Information Technology Support Services falling under Service Code 998313.


(Harish Dharnia)
Member


(Dr. Ravi Prasad M.P.)
Member

Place : Bengaluru,

Date : 12-09-2019

To,

The Applicant

Copy to :

The Principal Chief Commissioner of Central Tax, Bangalore Zone, Karnataka.

The Commissioner of Commercial Taxes, Karnataka, Bengaluru.

The Commissioner of Central Tax, Bangalore South Commissionerate, Bengaluru.

The Asst. Commissioner, LGSTO-15, Bengaluru.

Office Folder

