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Goods statutory declaration

This declaration is for sales of land, land use entitlements and goods.

See Explanatory notes in Part 9 for information to help you complete this statutory declaration.

PART 1 – WHO CAN MAKE THIS DECLARATION?

This statutory declaration should be made by a **transferor** (or a director or authorised officer of a transferor company). If there is good reason why no transferor is able to make the statutory declaration, a transferee (or a director or authorised officer of a transferee company) may make the statutory declaration. The statutory declaration may be made by a person acting under power of attorney for a transferor (or a transferee where relevant) if that person has full knowledge of all the facts relating to the transaction. This statutory declaration may **not** be made by a solicitor for a transferor or a transferee.

I, Full name
of Address State Postcode

do solemnly and sincerely declare that in the matter of the *Duties Act 2000* and a transfer of land or land use entitlement that:

Please indicate as applicable:

I make this declaration as or on behalf of the transferor(s) and:

- I am a transferor; **or**
- I am a director or authorised officer of a transferor company, namely ; **or**
- I am the attorney appointed by a transferor by power of attorney dated / / and have full knowledge of all the facts relating to this transaction;
DD MM YYYY
- or**

I make this declaration as or on behalf of the transferee(s) and the reason why no transferor is able to make this declaration is:

; **and**
(e.g. all the transferors are overseas)

- I am a transferee; **or**
- I am a director or authorised officer of a transferee company, namely ; **or**
- I am the attorney appointed by a transferee by power of attorney dated / / and have full knowledge of all the facts relating to this transaction.
DD MM YYYY

PART 2 – THE PROPERTY

See **Explanatory note 3** for the definition of "land use entitlement".

The street address of the property is:

State Postcode

being land described in:

Volume/Conveyance	Folio/Book	Volume/Conveyance	Folio/Book
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For land use entitlements:

Name of company or unit trust

No. of shares or units being transferred

If there is insufficient space, please attach a schedule.

The interest being transferred is (e.g. full, ½, ¼):

PART 3 – THE TRANSFEREE

The **transferees** under the transfer are:

Full name

ACN/ABN (if applicable)

PART 4 – THE CONTRACT

Attach original or complete copy of the contract of sale and any option agreement.

4.1 The **vendors** in the contract are:

Full name

ACN/ABN (if applicable)

4.2 The **purchasers** in the contract are:

Full name

ACN/ABN (if applicable)

4.3 **Options** - See **Explanatory note 5**. If this declaration is made as or on behalf of the transferors, answer (a). If this declaration is made as or on behalf of the transferees, answer (b).

- (a) I declare that an option **was** **was not** granted in relation to the property.
- (b) I have inquired with the person with whom I negotiated to purchase the property whether an option was granted in relation to the property, and I believe that an option **was** **was not** granted.

4.4 The **date of sale** in the contract is:

/	/	
DD	MM	YYYY

4.5 When was **settlement** due to occur under the contract?

/	/	
DD	MM	YYYY

This date will be taken to be the date on which the transfer occurred, unless evidence is provided by the transferee that settlement occurred on another date.

4.6 Does the contract relate to the supply of a going concern?

Yes No

4.7 If **yes** to 4.6, please **provide a copy of the lease and or sale of business agreement**. If there is no lease or sale of business agreement, please provide a brief explanation of how the contract relates to the supply of a going concern.

PART 5 – CONSIDERATION AND VALUE

See **Explanatory note 6**.

5.1 (a) The consideration stated in the contract for the land or land use entitlement, together with any goods, is:

\$

(b) If the consideration includes the sale of business, the value attributable to the goodwill is:

\$

5.2 **Is evidence of value required?**

- (a) Is the amount in 5.1 less than the unencumbered market value? **Yes** **No**
- (b) Does the sale involve associated persons? **Yes** **No**
- (c) Is the interest being transferred less than the full interest? **Yes** **No**
- (d) Does the consideration for land & **business** exceed \$1 million **Yes** **No**

If yes to any of (a), (b), (c) or (d), evidence of value is required. See **Explanatory Note 7**.

PART 5 – CONSIDERATION AND VALUE (continued)

5.3 Does the amount in 5.1 include any amount for GST?

- Yes** If **yes**, go to Part 6.
 No If **no**, go to 5.4.

5.4 Is the vendor registered or required to be registered for GST?

- Yes** If **yes**, go to 5.5.
 No If **no**, go to Part 6.

5.5 Does the vendor make a taxable supply under the contract for the purposes of GST?

- Yes** If **yes**, go to 5.6.
 No If **no**, please explain why there is no taxable supply, then go to Part 6.

5.6 **GST calculation**

(a) GST exclusive price:.....	\$
(b) Amount of GST payable in relation to the taxable supply:	\$
(c) Total :.....	\$

PART 6 – OTHER GOODS OR LAND OR WATER ENTITLEMENT NOT INCLUDED IN THE CONTRACT IN PART 4

Attach original or complete copy of any contract for the sale of goods (including any contract for sale of business), or water entitlement and any contract for the sale of land or land use entitlements other than the property described in Part 2.

6.1 **Apart from any goods referred to in 5.1**, is there a sale of any goods (including a sale of any goods as part of a sale of business) or water entitlement to a transferee in Part 3 or to any other person that forms substantially one arrangement with the sale of the property described in Part 2?

- Yes** If **yes**, go to 6.2 and 6.3 (b) for water entitlement.
 No If **no**, go to 6.4.

6.2 The **value** of those goods (plant & equipment) and goodwill **other than the goods referred to in 5.1** is:

Goods (plant & equipment):	\$
Goodwill:	\$

6.3 (a) The date of the contract for the sale of goods (including any contract for the sale of business) is

	/	/
DD	MM	YYYY

- (b) Is there a sale of water entitlement? **Yes** **No**
If **yes**, please complete *SRO Duties Form 12 -- Primary production statutory declaration*.

6.4 **Interdependent sale of land and business goods – See Explanatory note 9.**

- (a) Is there a **sale of business goods** to a person **other than any transferee in Part 3**? **Yes** **No**
If **yes**, go to 6.4 (b)

(b) The purchaser of those business goods is:

Full name	ACN/ABN (if applicable)

- (c) Is that purchaser an associated person of any transferee in Part 3? **Yes** **No**

- (d) In relation to the contract in Part 4 and the contract for the sale of the business goods, was at least one of them conditional on the other? **Yes** **No**

6.5 The **value** of those goods (plant & equipment) and goodwill by the purchaser in 6.4 (b) is:

Goods (plant & equipment):	\$
Goodwill:	\$

PART 6 – OTHER GOODS OR LAND OR WATER ENTITLEMENT NOT INCLUDED IN THE CONTRACT IN PART 4 (continued)

6.6 Is there a sale or transfer of any land or land use entitlement other than the property described in Part 2 to a transferee in Part 3 or to any other person that forms substantially one arrangement with the transfer of the property described in Part 2?

- Yes** If **yes**, go to 6.7.
 No If **no**, go to Part 7.

6.7 If yes to 6.6, provide the following details:

Transferors (full names)	ACN/ABN (if applicable)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
Transferees (full names)	ACN/ABN (if applicable)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Date of sale: / /
DD MM YYYY

Date of transfer: / /
DD MM YYYY

The street address of the property is:

State Postcode

being land described in:

Volume/Conveyance	Folio/Book	Volume/Conveyance	Folio/Book
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For land use entitlements:

Name of company or unit trust

No. of shares or units being transferred

The interest being transferred is (e.g. full, ½, ¼):

Land Registry Victoria dealing number (if transfer registered):

PART 7 – DECLARATION

I acknowledge that this statutory declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

Declared at in the State of Victoria

on this day of year

Signature of declarant

*** Before me**

Signature of witness	Qualification to witness	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name

Address State Postcode

* A person empowered under section 107A(1) of the *Evidence (Miscellaneous Provisions) Act 1958* to witness the signing of a statutory declaration.

PART 8 – CHECKLIST OF DOCUMENTARY EVIDENCE

If this declaration is not fully completed and/or relevant documents are not enclosed, the documents may be returned to you for re-submission.

All the following documents must be produced with this form.

1. the original completed transfer of land or the land use entitlement transfer form, signed and dated;
2. the contract of sale and any option agreement referred to in Part 4, either original or complete copies;
3. any lease and/or sale of business agreement referred to in 4.7, either original or complete copies;
4. any contract for the sale of goods (including any contract for sale of business) referred to in Part 6;
5. any contract of sale of land or land use entitlements referred to in Part 6;
6. any contract of sale of water entitlement referred to in Part 6; and
7. for sales at less than market value, sales involving associated persons, sales of fractional interests or sales where the consideration for land & **business** exceeds \$1 million — evidence of value as described in **Explanatory Note 7**.

PART 9 – EXPLANATORY NOTES

All section numbers are references to the *Duties Act 2000*.

1. Associated person is defined in section 3. Associated persons include relatives and related bodies corporate.

2. Dutiable property

Under section 10, the types of property which attract duty include:

- (a) an estate in fee-simple;
- (b) a land use entitlement;
- (c) certain goods.

3. Land use entitlement: section 10(1)(a)(v)

A land use entitlement is an entitlement to occupy land in Victoria conferred through an ownership of shares in a company or units in a unit trust scheme, or a combination of a shareholding or ownership of units together with a lease or licence.

4. Dutiable goods: section 10(1)(d)

Goods are dutiable if they are the subject of an arrangement that includes a dutiable transaction over an estate or interest in land (such as an estate in fee-simple or a land use entitlement). Dutiable goods include goods used in connection with a business carried on or in connection with the land.

Dutiable goods do **not** include:

- (a) goods that are stock-in-trade;
- (b) materials held for use in manufacture;
- (c) goods under manufacture;
- (d) goods held or used in connection with primary production;
- (e) livestock;
- (f) water entitlements, see note 6 on Duties Form 12A Primary production statutory declaration.

If goods are transferred at the same time as an estate or interest in land but it is claimed that their transfer is not the subject of the same arrangement as for the estate or interest in land, a submission should be provided explaining the basis of the claim.

5. Options: section 32A

For the purposes of this form, the relevant types of option are put options, call options and put and call options in their generally accepted commercial sense, namely:

- (a) a right, granted by an owner of property to another person, that entitles that other person (or their assignee) to require the owner to enter into a contract of sale of the property with that other person (or their assignee) or transfer the property to that other person (or their assignee); and/or
- (b) a right, granted to an owner of property by another person, that requires that other person (or their nominee) to enter into a contract to buy the property from the owner or accept a transfer of the property from the owner.

6. Dutiable value of dutiable property: sections 20 and 22(1)

The dutiable value of dutiable property is the greater of:

- (a) the consideration (if any) for the dutiable transaction (being the amount of a monetary consideration or the value of a non-monetary consideration); and
- (b) the unencumbered value of the dutiable property.

In determining the dutiable value of dutiable property there is to be no discount for the amount of GST (if any) payable on the supply of that property. If the vendor makes a taxable supply under the contract for the purposes of GST, the amount paid for that taxable supply is dutiable.

The unencumbered value of dutiable property is the amount for which the property might reasonably have been sold in the open market free from any encumbrance.

7. Evidence of value

For sales at less than market value, sales involving associated persons or sales of fractional interest, at least one of the following must be produced with this form:

- (a) SRO Duties Form 3 (Real property value statutory declaration); or
- (b) a letter of appraisal from a licensed real estate agent; or
- (c) a valuation by a certified practising valuer who is a member of the Australian Property Institute or by a member of the Real Estate Institute of Victoria with sworn valuer accreditation.

For transfers of land and business where the consideration including land and improvements and the business, including goods exceeds \$1 million, a valuation made on the basis described in Revenue Ruling DA.029 is required.

8. Aggregation: section 24

Transactions relating to separate items of dutiable property (which includes dutiable goods) may be aggregated and treated as a single transaction if:

- (a) either:
 - (i) in the case of transfers on a sale of items of dutiable property — the contracts of sale are entered into within 12 months; or
 - (ii) in any other case — the transactions occur within 12 months; and
- (b) the transactions together form substantially one arrangement.

If transactions are aggregated, the dutiable value of the dutiable property is the sum of the dutiable values of the items of dutiable property. The amount of duty payable will be apportioned between the transactions.

9. Interdependent sale of land and business goods: section 22B

Business goods are goods used in connection with a business carried on or in connection with land.

Business goods are normally dutiable goods (see **Explanatory note 4**). However, business goods are not dutiable, subject to section 22B(3), if:

- (a) an estate or interest in land and business goods relating to that land are sold to different persons who are not associated persons; and
- (b) the Commissioner of State Revenue is satisfied that the contract of sale for the land and the contract of sale for the business goods are not substantially one transaction; and
- (c) at least one of the contracts is conditional on the other.

By correspondence

Customer Services Branch, State Revenue Office, GPO Box 1641, MELBOURNE, VIC 3001 or
DX 260090 Melbourne

In person

State Revenue Office, Level 2, 121 Exhibition Street, Melbourne
For SRO counter service hours, please visit www.sro.vic.gov.au/counter

Internet <http://www.sro.vic.gov.au>
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