# GST at Settlement: Documentation

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## General

### *Intro*

* This Rulebase, attempts to organise the GST notification and withholding requirements for sellers and purchasers of residential property into an Oracle Policy Modelling Document.

### *Purpose*

* This Program will explain how the following amendment apply:
  + The types of suppliers for which purchasers are required to pay;
  + When a purchaser is required to pay;
  + The amount the purchaser is required to pay;
  + The requirements for a vendor to provide a notice to the purchaser;
  + The penalties that may apply to vendors and purchaser, and
  + The document(s) that must be sent to the ATO including dates.

### *Legislative Purpose & Scope*

* “*This schedule is designed to protect GST revenue and stop tax evasion by unscrupulous property developers”*
* *“…some developers exploit this time lag* (current system of 3 month delay in GST remit to ATO) *by ‘phoenixing’-they dissolve their business and set up new entities to avoid remitting the GST to the ATO.*
* (Based on explanation from Explanatory Memorandum)

### *Audience*

* This document and associated Rulebase are intended for academic use only, submitted as part of Bachelor of Laws program at the ANU – LAWS4251: Legislative Drafting and Technology, Semester Two 2018.

### *Structure*

* The following provides an overview of key documentation
  + Report
    - Samuel Nixon
    - Joseph Tranzillo
  + Oracle Policy Modeling
    - Interview
    - Rules
    - Test Cases
    - Other – Primary/Secondary sources are in the files structure when available, refer to **“Sources”** below for more information.

### *Version*

* Oracle Policy Automation 12.2.12 (Release 18C).

### *GitHub Repository*

* <https://github.comNixonS24/IT\_Law\_Assignment.git>

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## Licence

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## Sources

**Extrinsic Material –** Second Reading Speech, 2018, *Treasury Law Amendment (2018 Measures No. 1) Act 2018* - <https://www.ato.gov.au/law/view/document?LocID=%22SRS%2F20180023%22&PiT=99991231235958&fbclid=IwAR3WeB4837oYTD89xwRaGiOANYEEJlUupYKdDJWj\_LrsCCWbp\_QAeotvS0w>

**Primary Source –** Legislative Source, 2018, *Treasury Law Amendment (2018 Measures No. 1) Act 2018* - <https://www.ato.gov.au/law/view/fulldocument?filename=PAC20180023#PAC/20180023/00001>

**Secondary Source** - Australian Taxation Office (‘ATO’), 2018 *Law Companion Ruling 2018/4* <http://law.ato.gov.au/pdf/pbr/lcr2018-004.pdf?fbclid=IwAR0hbeM5Mn9oSYrjTIwWkSOzUFUqsbOeUh8wq1Ad46F\_gMVXmpv\_\_9lKs2s>

* **This is available in the Rules/Source/ATO\_Authorised\_Ruling**