

# Anglican Church Property Trust Diocese of Sydney (“ACPT”)

## Checklist for The Sale of Land

These are the steps required before the ACPT may sign a contract for the sale of land on behalf of your parish:

1. **Support of the regional bishop or his assistant** The parish to provide a brief ministry strategy to justify the land sale. The Bishop to confirm that he is satisfied necessary consultation has occurred with local indigenous people, and compliance with other relevant policies of the Standing Committee.
2. **Land sale ordinance** The parish to promote an ordinance to standing committee to authorise ACPT to sell land. The ordinance will set the time frame in which a land sale is authorised (typically 3 years) and the allocation of land sale proceeds. A land sale may also be authorised in the form of a specific provision within a Will where the land forms part of a bequest.
  - URPP best practice but only ALC including confirmation of treatment of GST and margin scheme, smoke detectors, I of I rest is best practice
3. **Written evidence of market value of the land** A valuation prepared by a registered independent valuer. Please note that real estate agents provide market opinions not market valuations. In certain circumstances a GST margin scheme valuation report may also be required. Valuation(s) to be provided prior to listing the property for sale.
4. **Australian Lawyer’s Certificate** The Certificate (pro-forma following) from a solicitor (ie. not a licensed conveyancer) engaged by the Parish Wardens with this cost borne by the Parish is to be provided to the ACPT prior to appointment of the selling agent and listing of the property for sale. The solicitor is to:
  - incorporate the [ACPT model limitation trustee liability clause](#) into the contract,
  - prior to the exchange of contracts for the sale or purchase of land, the advising solicitor is to provide advice on the eligibility of applying the margin scheme to be recorded on the sale contract and agreed to by the vendor and the purchaser with the objective of reducing the amount of GST applicable from the sale proceeds. When deemed eligible, the parish selling land is required to obtain a market scheme valuation as soon as practical and in the event of a land sale prior to placing a property on the market, or in the event of a land purchase as part of a review of a contract to purchase a property and prior to entering into final price negotiations, so that both vendor and purchaser are informed and may reach agreement on of the quantum of the input tax credits.
5. **Sale agency agreement** Wardens to select selling agent and request ACPT to sign agency agreement. Wardens to liaise with agent on sales campaign and negotiations and confirm acceptance of sale price with ACPT.
6. **Parish Council consent** (pro-forma following) – completed, dated & signed by Parish Council.

For more details refer to the [ACPT Sale of Land Policy](#).

The above checklist does not apply for those parish projects for which a Specified Property Enabling Consent has been executed and which are under the Anglican Church Growth Corporation controlled Urban Renewal Pilot Program.

Please contact your [Your Region-Specific Parish Property Services Representative](#) to discuss any aspect of the land sale process.

**Greg Ellem**

Head of Parish Property Services

November 2023

# Anglican Church Property Trust Diocese of Sydney (“ACPT”)

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## Australian Lawyer’s Certificate

I, ..... of.....hereby certify that the document or documents described in the Schedule below are in order to be executed by the Anglican Church Property Trust Diocese of Sydney.

I confirm that -

- (a) I am an Australian lawyer;
- (b) I am aware that the Anglican Church Property Trust Diocese of Sydney, if it executes the document(s) described in the Schedule will do so relying on this certificate;
- (c) I am not (and any firm of which I may be a partner, solicitor director or employee is not) acting for any other person who may be a party to the document(s) described in the Schedule;
- (d) the standard limitation of trustee liability clause is included in the document described in the Schedule, the clause is consistent with the operation of the document, and the clause operates effectively to limit the liability of the Anglican Church Property Trust Diocese of Sydney to its capacity as trustee; and
- (e) No legal costs will be charged by me to the Anglican Church Property Trust Diocese of Sydney in relation to this certificate.

In this certificate “legal costs” and “Australian lawyer” have the respective meanings attributed to those expressions by the *Legal Profession Uniform Law 2014 (NSW)* having application as a law of NSW pursuant to the *Legal Profession Uniform Law Application Act 2014 (NSW) (as amended)*.

Schedule:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

# Anglican Church Property Trust Diocese of Sydney (“ACPT”)

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## Parish Council Consent

We the undersigned, being a majority of the Parish Council of.....  
hereby consent to the Anglican Church Property Trust Diocese of Sydney entering into a Contract with  
[name].....

for the \*Sale/Purchase of the property at [address] .....

..... for

the sum of \$.....pursuant to clause .....of the

.....Ordinance..... (\*delete

as not applicable)

1. If the contract for sale of land we acknowledge the risk associated with the potential reduction in asset value where cash is held at call over the long term for future property transactions\*

2. If the land being sold includes a residence, we confirm that the legally required minimum number of fully functional smoke alarms are installed.\*

3. If the land being sold includes a church building we confirm that it has been delicensed / deconsecrated.\*

4. If the land includes a swimming pool or spa\* we confirm that the contract of sale includes one of the following:

- i) Certificate of compliance
- ii) Occupation certificate and evidence the swimming pool or spa is registered on the NSW Swimming Pools Register
- iii) Certificate of non-compliance

5. If it is proposed to enter into a contract for the sale of land with a settlement period beyond 42 days\*, we:  
i) acknowledge the reasoning for the ACPT Sale of Land Policy restricting settlement period to 42 days given the risks associated with the potential loss of the real land value prior to settlement;  
ii) request the ACPT to enter into a settlement term beyond 42 days, and  
iii) note that in making the request for a variation to ACPT policy, the ACPT is absolved fully from any responsibility or recourse compensation to the parish.

6. We acknowledge that funds realised from sale can only be considered by ACPT as a contribution towards future property transactions (property purchase, building contract or other) once the sale has settled.

Dated this .....day of .....20.....

Name  
(please print)

Signature

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