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Conveyancing: Contract for the Sale of Land
Thursday 12 March 2015
9.00am – 12.30pm
Grace Hotel, 77 York Street, Sydney

Course cost includes tuition, materials and refreshments $440
I cannot attend please provide the papers cost $165

Payment Options (We do not accept American Express)
I enclose a cheque payable to “CLE, UNSW”,
or Payment by credit card □ Mastercard □ Visa
Card number: ______________________________
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Please return this registration form with your payment to:
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Programme Variation: The Director of CLE retains the right to vary the programme to deal with unforeseen circumstances. This includes cancelling or re-scheduling a programme and changing speakers or content if occasion obliges us to do so.

Cancellation Policy: Cancellations will be accepted up to two weeks prior to the commencement of the course. Withdrawal after this time and before the commencement of the course will result in a cancellation charge of $100. Cancellations after the commencement of the course will not be eligible for a refund.

Privacy note: The information you have provided on this form will only be used by UNSW to distribute information about University courses and activities to you.

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9.00am Introduction from Facilitator, Tony CAHILL

**Part 1** New edition of Contract for Sale of Land in 2014
- Development of the 2014 edition of the contract
- Why a “Contract for sale and purchase of land”? – the impact of the national unfair contract terms legislation
- Issues with formation of contract – the dangers of amendments after signing
- The use of deposit bonds or guarantees
- Annexing a form of post-contractual requisitions
- Electronic conveyancing standard provision
- Foreshadowed changes to the GST treatment of going concerns and farmland

10.30am Morning Tea

**Part 2** Drafting special conditions in contracts for the sale of land
- Are the extra clauses truly ‘special’? Are they truly ‘conditions’?
- Some common additional provisions, and their potential difficulties
  - Amendments to the printed form
  - Deposit ‘top-up’ clauses
  - ‘Death, insanity or bankruptcy’ clauses
  - Clauses identifying time for compliance with a notice to complete
  - Liquidated damages for delay
  - Off the plan transactions

**Part 3** Caveats
- What amounts to a caveatable interest?
- Will a caveat claiming an “equitable interest” (without more) survive judicial scrutiny?
- Agreements to lodge caveats – *Troncone v Aliperti* (1994) 6 BPR 13,291 and its aftermath
- Caveats after *Black v Garnock* (2007) 230 CLR 438
- What if there is a special condition prohibiting a caveat?
- Proposal to introduce a priority notice in NSW – how will caveat practice be affected?

12.30pm Close

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For more information visit our website: [www.cle.unsw.edu.au](http://www.cle.unsw.edu.au)