

**CLS Legal**

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**TAX INVOICE**

NUMBER 6553027  
 23-12-2021

Invoice To:	Shepherd Property Nominee Pty Ltd
Address:	61 George Street frank@jandjtowing.com.au Leppington NSW2179
Our Reference:	- [4217] Shepherd Property Nominiees Enforcement and Other problems with Coronation Group of Planning Agreeeme

**Matters Generally at Shepherd Street**

date	provider	gst	detail	units	total
14-10-2021	CPD	yes	Reviewing all documents on website and sales portal referred to "olly of my own" - 2.5 hours but no charge	25.00	N/C
15-10-2021	CPD	yes	Email to Ross Meachin re certifiers and further email to Liverpool Council	1.00	65.00
20-10-2021	CPD	yes	Review email from Jenmena, review drawing and respond with further questions.	1.00	N/C
22-10-2021	CPD	yes	Review offer from Mr Malouf, email and telephone attendance Mr Normoyle, review correspondence from Mr Back, review further correspondence from Jemena, draft response to Mr Back and all ancillary attendances in relation to the current issues exceeding but say	10.00	650.00
25-10-2021	CPD	yes	Review emails from Mr Normoyle re crane etc and make a counter offer to David Malouf	5.00	325.00
09-11-2021	CPD	yes	Telephone attendance Frank Normoyle, review letters from Frank back and draft response, reviewing letter of offer from Coronation and responding, reviewing searches and email to Justin Thornton exceeding but say	10.00	650.00
10-11-2021	CPD	yes	T/A Frank Normoyle	1.00	65.00
15-11-2021	CPD	yes	Call to Frank re barge works and position of the tenant and email	3.00	195.00
16-11-2021	CPD	yes	Reviewing email from Marsdens in response to our query why the planning agreement was registered on the Coronation properties and not ours. Then having review back all past emails as they seem to have completely forgotten that consent and the certificates of title were produced and or provided to them between 28 February and 3 March 2020 - clueless but greatly inconvenient to have to go back and find and remind them of these matters. Of these matters required from the company rather than the solicitor as was previously acceptable to the LRS further email to Frank back re-caveators consent which he had provided on our own initiative but since the rules have changed so that it must be provided by the caveator rather than the solicitor for that entity	5.00	325.00
17-11-2021	CPD	yes	Reviewing email regarding proposed Austral access, telephone attendance on Mary Kitavoski, reviewing lease between Shepherd Property and Kit Bros Transport, t/a Frank Normoyle, leaving telephone message message for Alex of Austral, drafting email to Austral	8.00	520.00
18-11-2021	CPD	yes	Review email from Austral and t/a Frank	1.00	65.00
22-11-2021	CPD	yes	Review deed drafted by David Malouf, and make amendments	2.00	130.00
23-11-2021	CPD	yes	Review further amendments made by David Malouf and make amendments and email to David	2.00	130.00
23-11-2021	CPD	yes	Reviewing all emails and the plans and documentation surrounding the matter to date with Jemena to be able to draft email to Jemena	5.00	N/C
23-11-2021	CPD	yes	Email to Jemena	1.00	N/C
24-11-2021	CPD	yes	Review email from David Malouf telephone attendance Frank Normoyle to ascertain the works in relation to 31 Shepherd Street as far as the Kirby and guttering et cetera and responding to Mr Malouf	1.00	65.00
29-11-2021	CPD	yes	Review further draft from David Malouf and respond	1.00	65.00
29-11-2021	CPD	yes	Email to Jemena	1.00	N/C
30-11-2021	CPD	yes	Email to David Malouf	1.00	65.00
06-12-2021	CPD	yes	Review of emails in respect to the commencement of work over the weekend and email to David Malouf and responding	1.00	65.00

07-12-2021	CPD	yes	Emails re problems with Coronation roadworks	1.00	65.00
08-12-2021	CPD	yes	Emails to David Malouf and to tenant re the curbside works and stranded car	1.00	65.00
08-12-2021	TS	yes	Review CoRD Holder Consent, review previous correspondence and email to Westpac requesting further letter of consent	3.00	67.50
09-12-2021	CPD	yes	Review email from Kit Bros	1.00	65.00
15-12-2021	CPD	yes	Engross deed, email to David Malouf	2.00	130.00
15-12-2021	CPD	yes	Costs in relation to Jemena agreement, as agreed		3,000.00
17-12-2021	CPD	yes	Email to Jemena	1.00	65.00
20-12-2021	CPD	yes	Review email sent late Friday by Jemena, re appointment of surveyor and finalisation of terms of the Jemena deed	2.00	130.00
21-12-2021	CPD	yes	Letter to Frank Back re progress of settlement after reviewing his 2 emails	1.00	65.00
21-12-2021	CPD	yes	Review damages suffered by Kitbros and draft email to Landerers	2.00	130.00
23-12-2021	CPD	yes	Review email from Jemena, write email to Kitbros and respond to Jemena	1.00	65.00
			Total Professional Fees	100.00	7,227.50
25-10-2021	SCD	yes	NSW: Title Search - 1/1266735		22.54
09-11-2021	SCD	yes	NSW: Title Search - 1/1266735		22.54
09-11-2021	SCD	yes	NSW: Title Search - 2/1266735		22.54
			Total Disbursements		67.62
			Sub Total	100.00	7,295.12
			GST		729.51
			Invoice Total		8,024.63

14 days

PLEASE REMIT ALL PAYMENTS TO  
Level 5, 30-32 Carrington Street, Sydney NSW 2000

Please make payments direct to:

CLS Legal BSB 082-057 Account 24-269-7285

*PAID 23/12/2021*

*EF1*

*\$8024.63*

The Legal Profession Uniform Law 2015 (NSW) – Part 4.3 requires the following disclosures to be made:

You have a right to negotiate with us and to receive progress reports on your matter.

You also have the right to request an itemized bill within 30 days after receiving a lump sum invoice from us.

We may charge interest at a rate that is equal to the Cash Rate Target increased by 2 percentage points on any unpaid legal costs, if the costs are unpaid 30 days or more after the date of this invoice.

If applicable we will withdraw money held in your trust ledger in full or part payment of the amount shown on this invoice at the expiration of 7 business days from the date of this invoice, unless a written objection is received. We will also withdraw money held in your trust ledger as payment if you have objected but do not then refer the matter to the designated local regulatory authority within 30 days from the date of this invoice or date of the requested itemised bill.

Any Disbursement not yet paid for by this practice and paid by you in relation to this invoice will not be treated as Trust Money, therefore these funds will not be subject to the provisions relating to Trust Money including in respect of a claim against the Fidelity Fund.

