

Our Ref: GW:DM:Tjan101570

Your Ref:

24 May 2011

Tjandra Investments Pty Ltd  
C/- Shane Jacobs Settlements  
16 Gibson Street  
MOUNT PLEASANT WA 6153

by email: [shane@sjss.com.au](mailto:shane@sjss.com.au)

Dear Sirs

**TERMINATION NOTICE: 352 FULHAM STREET, CLOVERDALE  
TJANDRA INVESTMENTS PTY LTD TO COYNE**

We refer to the above matter and confirm your instructions to issue a Notice of Termination to the Buyer of the above property for outstanding rent.

We therefore **enclose** a Termination Notice dated 24 May 2011, as served on the Buyer and the Buyer's settlement agent today.

We **enclose** a note as to our fees for your kind attention.

Please do not hesitate to contact our Matthew Ellis to discuss this matter further.

Yours faithfully



**MGB LEGAL**

Encs.



**SCHEDULE FOR TAX INVOICE NO. 14335**

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
29/03/2011	ME	Checking Default Notices	2	36.00	72.00	7.20	79.20
29/03/2011	GW	Outgoing telephone attendance on Shane Jacobs	1	32.00	32.00	3.20	35.20
30/03/2011	DM	Letter to purchaser at Premises	1	15.00	15.00	1.50	16.50
28/04/2011	ME	Email client	2	36.00	72.00	7.20	79.20
28/04/2011	ME	Perusing Minutes of meeting	1	36.00	36.00	3.60	39.60
28/04/2011	ME	Email client	1	36.00	36.00	3.60	39.60
10/05/2011	DM	Checking file; letter to client	2	15.00	30.00	3.00	33.00
10/05/2011	DM	Perusing email from client	1	15.00	15.00	1.50	16.50
17/05/2011	DM	Checking file	1	15.00	15.00	1.50	16.50
23/05/2011	GW	Perusing email from S Jacob	1	32.00	32.00	3.20	35.20
24/05/2011	DM	Drafting termination notice; letter to buyer x2; letter to buyer's agent; letter to client	3	15.00	45.00	4.50	49.50
24/05/2011	DM	Amending Termination Notice and finalise letters x6	1	15.00	15.00	1.50	16.50
24/05/2011	GW	Outgoing telephone attendance on S Jacob	1	32.00	32.00	3.20	35.20
24/05/2011	GW	Checking and amending Termination Notice and Correspondence (x6)	3	32.00	96.00	9.60	105.60
24/05/2011	GW	Perusing email from S Jacob	1	32.00	32.00	3.20	35.20
	ME	Discount Allowed	0	0.00	-87.14	-8.72	-95.86
	GW	Discount Allowed	0	0.00	-91.84	-9.18	-101.02
	DM	Discount Allowed	0	0.00	-55.35	-5.54	-60.89
<b>Total Fees</b>					<b>\$575.00</b>	<b>\$57.50</b>	<b>\$632.50</b>

**Form 3**

**Legal Profession Act 2008 section 291(3)**

**Your rights in relation to legal costs.**

The following avenues are available to you if you are not happy with this bill —

- requesting an itemised bill
- discussing your concerns with us
- having our costs assessed
- applying to set aside our costs agreement

For more information about your rights, please read the fact sheet titled Your right to challenge legal costs. You can ask us for a copy, or obtain it from the Legal Practice Board (or download it from the website of the Legal Practice Board at [www.lpbwa.com.au](http://www.lpbwa.com.au) ).

**Notice of Termination  
2009 Joint form of General Conditions for the Sale of Land**

**PROPERTY:** 325 FULHAM STREET, CLOVERDALE

**TO:** **PETER COYNE** ("the Buyer")

of: Suite 1, 439 Albany Highway, Victoria Park WA 6100

and of: 325 Fulham Street, Cloverdale WA 6105

**AND TO:** STRAND SETTLEMENTS

of: 213 Oxford Street, Leederville WA 6107

This notice is given pursuant to Clause 24 of the Contract hereinafter specified.

**We, TJANDRA INVESTMENTS PTY LTD** ("the Seller") hereby give you notice as follows:


1. By a Contract for Sale of Land by Offer and Acceptance dated 14 January 2011 together with Annexures "A" and "B" thereto ("the Contract") made between you as Buyer and we as Seller, you agreed to Buy all that property known as 325 Fulham Street, Cloverdale in the State of Western Australia being the whole of the land described as Lot 3 on Strata Plan 59574 and being the whole of the Land comprised in Certificate of Title Volume 2738 Folio 61 ("the Land") for the purchase price of \$530,000.00 ("the Purchase Price").
2. By Annexure "A" to the Contract, the Buyer agreed to take possession of the Land from 15 January 2011 and pay rent at the rate of \$450.00 per week.
3. By Annexure "B" to the Contract the Buyer agreed to pay the first 12 weeks' rent direct to the Seller for a total sum of \$5,400.00, of which \$1,500 was to be paid prior to the Buyer taking possession and \$3,900 was to be paid by 28 January 2011.
4. On 29 March 2011 we served you with a default notice dated 29 March 2011 ("the Default Notice"). The Default Notice noted that you were in default in performing your obligations pursuant to the Contract as follows:

**Particulars of Default**

- A. Failing to provide the Seller with the sum of \$3,900.00 by 28 January 2011.
5. The Default Notice stated that the Seller required you to remedy the default specified above within twenty eight (28) days from the date of service of the Default Notice upon you by:
    - A. Payment of the sum of \$3,900.00 due as per the terms of the Contract; and
    - B. Payment of our solicitor's costs in relation to this Default Notice in the sum of \$440.00.

6. The Default Notice further stated that unless the default was remedied in the time specified in the Default Notice, and the Seller's solicitor's costs specified above were paid within the time specified in the Default Notice, the Contract may be terminated pursuant to clause 24 of the Contract, and the Seller may proceed to exercise such of the powers granted by the Contract and at law as shall be considered desirable.
7. On 14 May 2011 the Buyer paid to the Seller the sum of \$950.00. Accordingly, you have not remedied the full amount of the default specified in the Default Notice in the time specified in the Default Notice.
8. The Seller hereby terminates the Contract pursuant to clause 24 of the Contract and reserves its rights against the Buyer generally.

Dated this 24th day of May 2011.

  
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MGB Legal  
Solicitors for the Seller  
of Level 1, 32 Edward Street  
PERTH WA 6000