



Consulate General of Italy
Melbourne



**MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION
CONSULATE GENERAL OF ITALY IN MELBOURNE
ITALIAN INSTITUTE OF CULTURE**

level 1, 509 St. Kilda Road, Melbourne VIC 3004
EMAIL ADDRESS: melbourne.concorsi@esteri.it
HOMEPAGE: <https://consmelbourne.esteri.it/en/>

SALE NOTICE

of one property owned by the Republic of Italy
located in 233 Domain Road, South Yarra VIC 3141
Dated May 25, 2026

(A) GENERAL CONDITIONS

1. **Applicable Legislation**

This sale process will be regulated by Australian law.

The Consulate General of Italy in Melbourne (the "**Consulate**") retains the right to proceed with the sale even if there is only one offer, provided that it is deemed valid and adequate. The Consulate also reserves the right to suspend or revoke the sale procedure at any given moment. Suspension or revocation will not entitle participants to any claims or compensation.

Any party wishing to make an offer for the sale ("**Bidder**") must first accept all the terms and conditions set forth herein.

The procedures for conducting and participating in the sale are regulated by this sale notice and the documentation referred to herein, which participants must be familiar with and explicitly accept in order to submit their offers.

Additional documentation related to this sale notice can be consulted and downloaded from the website: <https://consmelbourne.esteri.it/>.

2. Description of the Property

a) Identification details:

The property subject to the sale is as follows:

Property: 233 Domain Rd, South Yarra VIC 3141, being the land contained in certificate of title volume 11386 folio 696 (Collectively referred to as the "**Property**").

Vendor: Republic of Italy

State of the property: vacant, sold as a whole, in their legal, factual and maintenance state, including all encumbrances and liabilities, as well as both apparent and hidden easements

b) Property Visit and Inspection. Request for Information:

Interested parties or a party's agents with adequately documented powers of attorney may arrange to inspect the property by contacting the **Project Director**, Ms Chiara Mauri. Inspections can be scheduled by email at **melbourne.concorsi@esteri.it**.

The Consulate reserves the right to approve or deny access to the Property as well as to request further information or documentation as deemed necessary.

Disclosure information pertaining to the Property listed for sale is not included in this notice, but will be made available during the scheduled viewings or at the request of a prospective buyer.

3. Minimum Price

The Minimum Price of the sale is **FOURTEEN MILLION AUSTRALIAN DOLLAR AND ZERO CENTS (AUD \$14,000,000.00)** (*excluding any additional or related taxes, including foreign resident capital gains withholding if applicable*). In particular, the applicability of the foreign resident capital gains withholding ("**FRCGW**") will be determined by the Australian Taxation Office (the "**ATO**") after the signing of the sale contract. In case the ATO's decision will be in favour of the applicability of such withholding, the relevant amount must be paid by the purchaser **IN ADDITION** to the proposed price indicated in the offer. The ATO may take up to 28 days to determine the applicability of the FRCGW or issue a clearance certificate.

(B) OFFERS

(a) The offer must include a price **equal to or higher** than the Minimum Price.

(b) Offers must be drawn up and submitted in accordance with this notice and the form in **ATTACHMENT 2**.

(c) Offers which do not comply with this notice will be excluded.

(d) Both individuals and legal entities, private and public, who meet the necessary requirements to enter into contracts with the Italian Public Administration, may participate as Bidders in the sale.

(e) The sale will be passed in if no offer is received.

1. Documents required to participate in the sale.

Offers must be delivered to the Consulate **no later than 12:00pm 28 August 2026**. The delivery may take place in person directly to the Consulate (see below address), from Monday to Friday between 9:00 AM

and 12:00 PM, subject to an appointment request sent via email at least two working days prior to the deadline and confirmed by the Consulate via email or, at their own risk, via registered mail with return receipt. All offers must be submitted in a closed envelope.

ADDRESS

**Consulate General of Italy
level 1, 509 St. Kilda Road, Melbourne VIC 3004**

Proof of receipt will be only provided by the consular registration's date and time (indicated by the Consulate protocol number). The Consulate will not be responsible for the sealed envelope delivery's failure or the delay, regardless of the reason.

All required envelopes must bear the name and address of the sender and the wording "Request for Proposals of 25 May 2026".

The envelope (**Outer Envelope**) must contain two additional envelopes (**Envelope A** and **Envelope B**). These envelopes must include the documentation specified below. Offers which fail to include Envelope A and Envelope B will be excluded.

ENVELOPE A - "DOCUMENTS" must contain the following **four documents**:

- 1) A written Declaration, using the form in **ATTACHMENT 1**, accepting the rules and conditions established for the sale procedure and the confidentiality obligation.
- 2) A Declaration of Responsibility, in accordance with the form in **ATTACHMENT 3**, duly completed and signed by the Bidder;
- 3) The original bank guarantee in accordance with, or in substantially the same form as, **ATTACHMENT 4**;
- 4) Valid identification documents, including power of attorney if relevant, for the individual or legal entity making the offer.

ENVELOPE B - "OFFER" must contain the duly completed and signed offer form, as per **ATTACHMENT 2**.

Valid offers will be considered irrevocable for 180 days from the date of submission. Offers that do not meet the specified requirements may be rejected by the Consulate.

To ensure the offer's confidentiality, all envelopes **must be securely closed and sealed at the flaps**.

The Consulate reserves the right to conduct all necessary checks on the documentation provided by the Bidder and to request any further supporting documents it deems appropriate. These checks will also include verifying the content of the Declaration of Responsibility and, to this end, the Consulate may request the cooperation of national or foreign public authorities.

2. Exclusion of Offers.

- (a) Offers submitted on behalf of third parties

Offers submitted on behalf of third parties are not allowed, except when submitted by legal representatives or representatives specifically authorized by power of attorney.

(b) Compliance with this section B

Offers submitted which do not comply with this section B or any other aspects of this notice will automatically be excluded.

3. Bank Guarantee.

To be eligible for the sale, the Bidder must provide a bank guarantee of the amount of **ONE MILLION FOUR HUNDRED THOUSAND AUSTRALIAN DOLLAR AND ZERO CENTS (AUD \$1,400,000.00)**, meaning the 10% of the minimum price settled in this notice, issued by a bank duly authorised to operate as such in Australia. The bank guarantee must comply with **ATTACHMENT 4**.

The bank guarantee for the successful Bidder will be extended until the settlement date, to be determined by the contract of sale. Bank guarantees for unsuccessful bidders will be returned to the bidder's address by registered post once an offer has been accepted and within two weeks from the award of the procedure

The guarantee must be unconditional and valid for the entire duration of the proceedings, with a minimum of six months, extendable. The guarantee must include the waiver of the benefit of prior discussion and must be applicable upon a simple written request from the Consulate.

(C) SALE PROCEDURES

1. Public session for the opening of the envelopes.

A Committee will be appointed for this purpose by the Consulate after the deadline for submitting offers. This Committee will open the envelopes and examine the documentation contained therein at the Consulate General of Italy in Melbourne, Level 1, 509 St. Kilda Road, Melbourne VIC 3004, on 4 September 2026, at 15:00, in a public session open to bidders who have submitted offers, as well as to those with specific powers of attorney.

The offered price must be equal to or higher than the minimum price. Offers lower than the minimum price will not be accepted. Offers subject to financing or other conditions will not be accepted. Offers expressed in vague terms are also not allowed. **Offers must be stated both numerically and in words;** in the event of a discrepancy between the two, the higher amount will prevail.

The successful Bidder will be the one who submits the highest offer. The offer may be accepted even if there is only one offer.

The Consulate reserves the right not to award the procedure or to suspend or terminate the procedure at any time, without Bidders being able to claim or request any type of compensation or indemnity, except, where applicable, for the refund of the provided guarantee of **ONE MILLION FOUR HUNDRED THOUSAND AUSTRALIAN DOLLAR AND ZERO CENTS (AUD \$1,400,000.00)**.

2. Equivalent offers.

If the best offer is made by two or more Parties who have submitted the same economic offer, only these Parties, if present, will be invited to submit secretly and separately a new offer during the same meeting, provided they agree to do so.

If they are not present (or if some are absent) at the same meeting or if they do not agree to submit new offers immediately, the participants will be invited to submit a new offer within two business days after the public session, using the same procedures as the initial offer.

Once the envelopes containing the new offers are submitted, the Evaluation Committee will summon the Parties who have presented new offers to a new session to be held at a time, date and location determined by the Committee. These Parties may attend the session and the envelopes will be opened in the presence of all attendees. The highest offer will determine the successful Bidder.

If the Parties who submitted the same offer do not agree to improve their offers or if the new offer is of the same amount, the successful Bidder will be selected by drawing lots.

3. Effects of the award report. Necessary approval by the Italian Budget Supervisory Authorities

The award is the necessary prerequisite for the successful Bidder to acquire the Property.

The award process involves exclusively the selection of the best offer among those presented.

The sale will be conducted after carrying out the necessary checks on the successful tenderer within two weeks from the award, by deed, before a Notary selected by the Consulate.

The deed will establish that the effectiveness of the sale, as well as the transfer of the Property and the price's payment, will be subject to the approval from the Italian Budget Control Authorities. Once this authorisation is obtained, within 90 days from the signature of the contract, the Parties must appear again before the same Notary on the date and time indicated by the Consulate, to confirm, through a notarial certificate, the effectiveness of the sale, as well as the transfer of Property and the payment of the price. If the Italian Budget Control Authorities deny authorisation, the contract will be considered terminated and the Italian Republic, represented by the Consulate General of Italy, will be held in no liability.

Similarly, for the purpose of the final approval process, the Consulate may require the Bidder to provide additional documentation to comply with KYC obligations and anti-money laundering regulations, both in Italy and in Australia. The Consulate may request, among other things, proof of the lawful origin of the funds that the successful Bidder intends to use. The offer may be rejected if the required documentation is not provided in a manner that is satisfactory to the Consulate. In this case, the Consulate reserves the right to consider awarding the Property to the next best offer or to initiate a new procedure.

4. Sale conditions.

The aforementioned Property will be sold as a whole, in their legal, factual and maintenance state, including all encumbrances and liabilities, as well as both apparent and hidden easements.

The aforementioned Property will be made available after confirmation through a declaration stating the effectiveness of the sale deed.

5. Obligations of the Buyer and the Italian Administration.

The successful bidder will be required to sign a Contract of Sale supplied by the solicitors for the Consulate (ATTACHMENT 6). Failure to sign the Contract of Sale will allow the Consulate to reconsider offers.

(D) FINAL INFORMATION

1. Processing of personal data.

Processing of personal data under the sale will be carried out exclusively for the purposes of this sale notice and in compliance with Regulation (EU) 679/2016 and other applicable legal provisions.

Information regarding this matter can be found in **ATTACHMENT 5**.

2. Compliance with regulations.

The Consulate reserves the right to take legal and criminal action against anyone who, through violence, threats, coercion, promises, bribes, collusion or any other fraudulent means, interferes with the normal functioning of the sale process.

3. Applicable law - Jurisdiction.

The relevant jurisdiction is Victoria, Australia.

(E) ADDITIONAL INFORMATION AND DISCLOSURE

Disclosure information pertaining to the Property listed for sale is not included in this notice, but will be made available during the scheduled viewings or at the request of a prospective buyer.

This procedure will be concluded within 180 days of the publication of this Notice.

For further information on the Property, please contact melbourne.concorsi@esteri.it.

Melbourne, 25 May 2026

The Consul General of Italy in Melbourne
Chiara Mauri