

Exhibit certificate

Federal Court of Australia
District Registry: New South Wales
Division: General

No. NSD 616 of 2021

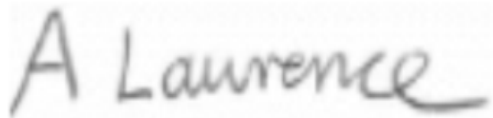
Westpac Banking Corporations ABN 33 007 457 141

Applicant

Forum Finance Pty Ltd ACN 153 301 172 (in Liquidation) and others according to the Schedule

Respondents

This is the exhibit marked "**VFT-1**" now produced and shown to Vincenzo Frank Tesoriero at the time of swearing his affidavit on 19 October 2021 before me:

A handwritten signature in cursive script that reads "A Lawrence". The signature is written in dark ink on a light-colored background.

Alexandra Lawrence
Solicitor



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD616/2021

WESTPAC BANKING CORPORATION ABN 33 007 457 141 and another named in the schedule
Applicant

FORUM FINANCE PTY LIMITED and others named in the schedule
Respondent

ORDER

JUDGE: JUSTICE LEE

DATE OF ORDER: 27 August 2021

WHERE MADE: Sydney

THE COURT ORDERS THAT:

Freezing Order

1. Without admissions, and on the same basis as to onus identified by senior counsel for the applicants on 9 July 2021, the freezing order made against the third respondent, Vincenzo Frank Tesoriero, by order 4 of the orders made by Justice Lee on 2 July 2021 in relation to the interlocutory application dated 2 July 2021 (as varied on 9 July 2021) be varied in the form of **Annexure A** and be extended and apply until further order.

Rozelle Property

2. Upon the undertaking of the third respondent, Vincenzo Frank Tesoriero to the Court, on behalf of himself and the thirteenth respondent, 23 Margaret Street Pty Ltd ACN 623 715 373 (**23 Margaret Street**) that, until hearing of the applicants' interlocutory process filed 25 August 2021, they will not take any further steps to market or sell the property comprised in Folio Identifier 106/1021924, known as 23 Margaret Street, Rozelle NSW 2039 (**Rozelle Property**), or otherwise dispose of an interest in or encumber the Rozelle Property, the Court orders that prayers for relief 6 to 13 of the



interlocutory application filed 25 August 2021 be adjourned to 2.15pm on 3 September 2021 for a case management hearing before Lee J.

THE COURT NOTES THAT:

3. The third and thirteenth respondents shall permit the applicants' nominated valuer access to inspect the Rozelle Property on 24 hours' notice.

Date that entry is stamped: 27 August 2021

Sia Lagos
Registrar



ANNEXURE A – FREEZING ORDER

PENAL NOTICE – FREEZING ORDER

TO: VINCENZO FRANK TESORIERO

IF YOU (BEING THE PERSON BOUND BY THIS ORDER):

- (A) REFUSE OR NEGLECT TO DO ANY ACT WITHIN THE TIME SPECIFIED IN THIS ORDER FOR THE DOING OF THE ACT; OR**
- (B) DISOBEY THE ORDER BY DOING AN ACT WHICH THE ORDER REQUIRES YOU NOT TO DO,**

YOU WILL BE LIABLE TO IMPRISONMENT, SEQUESTRATION OF PROPERTY OR OTHER PUNISHMENT.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS YOU TO BREACH THE TERMS OF THIS ORDER MAY BE SIMILARLY PUNISHED.

TO VINCENZO FRANK TESORIERO

This is a ‘*freezing order*’ made against you on 2 July 2021 by Justice Lee at a hearing without notice to you after the Court was given the undertakings set out in Schedule A to this order and after the Court read the affidavits listed in Schedule B to this order. This freezing order was varied on 9 July 2021 and on 27 August 2021 by Justice Lee with notice to you.

THE COURT ORDERS:

INTRODUCTION

- (1) [Deleted]
- (2) Subject to the next paragraph, in accordance with the order 1 of the orders made by Justice Lee on 27 August 2021, this order has effect until further order of the Court.
- (3) Anyone served with or notified of this order, including you, may apply to the Court at any time to vary or discharge this order or so much of it as affects the person served or notified.
- (4) In this order:
 - (a) ‘*applicant*’, if there is more than one applicant, includes all the applicants;
 - (b) ‘*you*’, where there is more than one of you, includes all of you and includes you if you are a corporation;



- (c) 'third party' means a person other than you and the applicant;
 - (d) 'unencumbered value' means value free of mortgages, charges, liens or other encumbrances.
 - (e) 'Relevant Amount' means the amount of AUD\$253,766,555.76 and NZD\$44,097,969.
- (5) (a) If you are ordered to do something, you must do it by yourself or through directors, officers, partners, employees, agents or others acting on your behalf or on your instructions.
- (b) If you are ordered not to do something, you must not do it yourself or through directors, officers, partners, employees, agents or others acting on your behalf or on your instructions or with your encouragement or in any other way.

FREEZING OF ASSETS

- (6) (a) You must not remove from Australia or in any way dispose of, deal with or diminish the value of any of your assets in Australia ('Australian assets') up to the unencumbered value of AUD\$253,766,555.76 and NZD\$44,097,969 (the *Relevant Amount*).
- (b) If the unencumbered value of your Australian assets exceeds the Relevant Amount, you may remove any of those assets from Australia or dispose of or deal with them or diminish their value, so long as the total unencumbered value of your Australian assets still exceeds the Relevant Amount.
- (c) If the unencumbered value of your Australian assets is less than the Relevant Amount, and you have assets outside Australia (**Worldwide Assets**):
- (i) You must not dispose of, deal with or diminish the value of any of your Australian assets or your Worldwide Assets up to the unencumbered value of the Relevant Amount; and
 - (ii) You may dispose of, deal with or diminish the value of any of your Worldwide Assets, so long as the unencumbered value of all of your Australian assets and Worldwide Assets still exceeds the Relevant Amount.
- (7) For the purposes of this order,
- (a) your assets include:
 - (i) all your assets, whether or not they are in your name and whether they are solely or co-owned;
 - (ii) any asset which you have the power, directly or indirectly, to dispose of or deal with as if it were your own (you are to be regarded as having such power if a third party holds or controls the asset in accordance with your direct or indirect instructions); and



(iii) the following assets in particular:

(A) your shares in each of the following companies:

- a. 23 Margaret Street Pty Limited ACN 623 715 373;
- b. 1160 Glen Huntly Road Pty Limited ACN 639 447 984;
- c. 14 Kirwin Road Morwell Pty Limited ACN 641 402 093;
- d. 64-66 Berkeley St Hawthorn Pty Limited ACN 643 838 662;
- e. 14 James Street Pty Limited ACN 638 449 206;
- f. Canner Investments Pty Limited ACN 624 176 049;
- g. Tesoriero Investment Group Pty Limited ACN 161 088 115;
- h. 123 High Street Taradale Pty Limited ACN 639 872 512;
- i. 160 Murray Valley Hwy Lake Boga Pty Limited ACN 641 392 921;
- j. 31 Ellerman Street Dimboola Pty Limited ACN 641 392 887;
- k. 4 Cowslip Street Violet Town Pty Limited ACN 639 872 352;
- l. 55 Nolan Street Maryborough Pty Limited ACN 641 392 912;
- m. 89 Betka Road Mallacoota Pty Limited ACN 641 393 179;
- n. 9 Gregory Street Ouyen Pty Limited ACN 641 392 707;
- o. 9 Main Street Derrinallum Pty Limited ACN 639 872 736;
- p. Forum Group Financial Services Pty Limited ACN 623 033 705;
- q. 26 Edmonstone Road Pty Limited ACN 622 944 129;
- r. 5 Bulkara Street Pty Limited ACN 630 982 160;
- s. 6 Bulkara Street Pty Limited ACN 639 734 473;
- t. Pankarn Pty Ltd ACN 104 616 051;
- u. 275 High Street Golden Square Pty Ltd ACN 639 870 545;
- v. 22 High Street Rushworth Pty Ltd ACN 641 392 903;
- w. 8-12 Natalia Ave Oakleigh Pty Ltd ACN 643 838 626;
- x. Vintes Qld Pty. Ltd. ACN 624 585 922;
- y. 65 Nelson Street Enterprises Pty. Ltd. ACN 612 614 632;
- z. 193 Carlisle Street Enterprises Pty. Ltd. ACN 612 615 237;
- aa. Vintes No 4 Pty Ltd ACN 639 726 524;
- bb. BV Holdings VT Pty Ltd ACN 639 891 624;
- cc. BV Holdings TD Pty Ltd ACN 639 895 257;



- dd. BV Holdings GS Pty Ltd ACN 640 218 864;
- ee. Vintes Qld No 3 Pty Ltd ACN 640 879 152;
- ff. BV Holdings DB Pty Ltd ACN 641 393 151;
- gg. BV Holdings RW Pty Ltd ACN 641 393 197;
- hh. BV Holdings MB Pty Ltd ACN 641 393 240;
- ii. BV Holdings LB Pty Ltd ACN 641 393 268;
- jj. BV Holdings MC Pty Ltd ACN 641 393 277;
- kk. BV Holdings MW Pty Ltd ACN 641 393 286;
- ll. BV Holdings DN Pty Ltd ACN 639 895 239;
- mm. 308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439;
- nn. 286 Carlisle Street Pty Ltd ACN 610 042 343;
- oo. Thrivi Group Pty Ltd ACN 625 491 858;
- pp. Mangusta (Vic) Pty. Ltd. ACN 631 520 682;
- qq. San Pel One Pty LTD ACN 651 919 265; and
- rr. San Pel Two Pty Ltd ACN 651 927 356;

(B) the following vehicles and vessels:

- a. Vessel "XOXO" Cayman Islands Official Number 734587;
- b. 2018 Porsche Cayenne with VIN WPiZZZ9YZKDA90623
- c. 2014 Alfa Romeo;
- d. 2020 Mini Cooper S with VIN WMWXX920802M95982;
- e. 2008 Ducati 1098R with registration DUCR;
- f. 2020 BMW S1000 with registration EOZ12;
- g. 1957 Chevrolet Bel Air; and
- h. 2019 BRP Can-Am Ryker 600 registration RYKER.

- (b) the value of your assets is the value of the interest you have individually in your assets.

PROVISION OF INFORMATION

(8) Subject to paragraph 9, you must:

- (a) at or before **5pm on 14 July 2021** (or within such further time as the Court may allow) to the best of your ability inform the applicant in writing of all your assets in Australia, giving their value, location and details (including any mortgages,



- charges or other encumbrances to which they are subject) and the extent of your interest in the assets;
- (b) by **5pm on 14 July 2021**, swear and serve on the applicant an affidavit setting out the above information
 - (c) by **5pm on 3 September 2021** (or within such further time as the Court may allow) to the best of your ability, swear and serve on the applicants an affidavit setting out all your assets outside of Australia (**Worldwide Assets**), giving their value, location and details (including any mortgages, charges or other encumbrances to which they are subject) and the extent of your interest in the Worldwide Assets.
- (9) (a) This paragraph (9) applies if you are not a corporation and you wish to object to complying with paragraph 8 on the grounds that some or all of the information required to be disclosed may tend to prove that you:
- (i) have committed an offence against or arising under an Australian law or a law of a foreign country; or
 - (ii) are liable to a civil penalty.
- (b) This paragraph (9) also applies if you are a corporation and all of the persons who are able to comply with paragraph 8 on your behalf and with whom you have been able to communicate, wish to object to your complying with paragraph 8 on the grounds that some or all of the information required to be disclosed may tend to prove that they respectively:
- (i) have committed an offence against or arising under an Australian law or a law of a foreign country; or
 - (ii) are liable to a civil penalty.
- (c) You must:
- (i) disclose so much of the information required to be disclosed to which no objection is taken; and
 - (ii) prepare an affidavit containing so much of the information required to be disclosed to which objection is taken, and deliver it to the Court in a sealed envelope; and
 - (iii) file and serve on each other party a separate affidavit setting out the basis of the objection.

EXCEPTIONS TO THIS ORDER

- (10) This order does not prohibit:
- (a) you paying up to \$5,000 a week on your ordinary living expenses;



- (b) paying \$30,000 per month (up to the sum of \$350,000 unless varied by subsequent order) on your reasonable legal expenses;
- (c) dealing with or disposing of any of your assets in the ordinary and proper course of your business, including paying business expenses bona fide and properly incurred; and
- (d) in relation to matters not falling within (a), (b) or (c), dealing with or disposing of any of your assets in discharging obligations bona fide and properly incurred under a contract entered into before this order was made, provided that before doing so you give the applicant, if possible, at least two working days written notice of the particulars of the obligation.

(10A) This order does not prohibit:

- (a) you from directing Australia and New Zealand Banking Group Limited in respect of the bank account in the name of 65 Nelson St Enterprises Pty Ltd (ACN 612 614 632) as trustee of the 65 Nelson Street Enterprises Trust (ABN 74 545 512 288) (**65 Nelson St Co**) to make payments in respect of bona fide expenses:
 - (i) for weekly wage payments for employees employed by and working in the business operated by 65 Nelson St Co;
 - (ii) lease payments for premises occupied by the business operated by 65 Nelson St Co;
 - (iii) operating expenses incurred by the business operated by 65 Nelson St Co;
- (b) you from directing any financial institution that holds bank accounts for any of the following entities:
 - (i) 23 Margaret Street Pty Limited ACN 623 715 373;
 - (ii) 1160 Glen Huntly Road Pty Limited ACN 639 447 984;
 - (iii) 14 Kirwin Road Morwell Pty Limited ACN 641 402 093;
 - (iv) 64-66 Berkeley St Hawthorn Pty Limited ACN 643 838 662;
 - (v) 14 James Street Pty Limited ACN 638 449 206;
 - (vi) Forum Group Financial Services Pty Ltd ACN 623 033 705;
 - (vii) Canner Investments Pty Limited ACN 624 176 049;
 - (viii) 123 High Street Taradale Pty Limited ACN 639 872 512;
 - (ix) 160 Murray Valley Hwy Lake Boga Pty Limited ACN 641 392 921;
 - (x) 31 Ellerman Street Dimboola Pty Limited ACN 641 392 887;
 - (xi) 4 Cowslip Street Violet Town Pty Limited ACN 639 872 352;



- (xii) 55 Nolan Street Maryborough Pty Limited ACN 641 392 912;
- (xiii) 89 Betka Road Mallacoota Pty Limited ACN 641 393 179;
- (xiv) 9 Gregory Street Ouyen Pty Limited ACN 641 392 707;
- (xv) 9 Main Street Derrinallum Pty Limited ACN 639 872 736;
- (xvi) 26 Edmonstone Road Pty Limited ACN 622 944 129;
- (xvii) 5 Bulkara Street Pty Limited ACN 630 982 160; and
- (xviii) 6 Bulkara Street Pty Limited ACN 639 734 473,

to make payments in respect of bona fide expenses of the following types in relation to properties owned by the entity:

- (xix) repayments of registered mortgages that were in existence before 2 July 2021;
- (xx) land tax;
- (xxi) insurance premiums;
- (xxii) council rates;
- (xxiii) water.

(11) You and the applicant may agree in writing that the exceptions in the preceding paragraph are to be varied. In that case the applicant or you must as soon as practicable file with the Court and serve on the other a minute of a proposed consent order recording the variation signed by or on behalf of the applicant and you, and the Court may order that the exceptions are varied accordingly.

(12) (a) This order will cease to have effect if you:

- (i) pay the sum of AUD\$253,766,555.76 and NZD\$44,097,969 into Court; or
- (ii) pay that sum into a joint bank account in the name of your lawyer and the lawyer for the applicant as agreed in writing between them; or
- (iii) provide security in that sum by a method agreed in writing with the applicant to be held subject to the order of the Court.

(b) Any such payment and any such security will not provide the applicant with any priority over your other creditors in the event of your insolvency.

(c) If this order ceases to have effect pursuant 12(a) above, you must as soon as practicable file with the Court and serve on the applicant notice of that fact.

COSTS

(13) The costs of this application are reserved to the Court hearing the application on the Return Date.



PERSONS OTHER THAN YOU AND THE APPLICANT

(14) Set off by banks

This order does not prevent any bank from exercising any right of set off it has in respect of any facility which it gave you before it was notified of this order.

(15) Bank withdrawals by you

No bank need inquire as to the application or proposed application of any money withdrawn by you if the withdrawal appears to be permitted by this order.

(16) Persons outside Australia

- (a) Except as provided in subparagraph (b) below, the terms of this order do not affect or concern anyone outside Australia.
- (b) The terms of this order will affect the following persons outside Australia:
 - (i) you and your directors, officers, employees and agents (except banks and financial institutions);
 - (ii) any person (including a bank or financial institution) who:
 - (A) is subject to the jurisdiction of this Court; and
 - (B) has been given written notice of this order, or has actual knowledge of the substance of the order and of its requirements; and
 - (C) is able to prevent or impede acts or omissions outside Australia which constitute or assist in a disobedience of the terms of this order; and
 - (iii) any other person (including a bank or financial institution), only to the extent that this order is declared enforceable by or is enforced by a court in a country or state that has jurisdiction over that person or over any of that person's assets.

(17) Assets located outside Australia

Nothing in this order shall, in respect of assets located outside Australia, prevent any third party from complying or acting in conformity with what it reasonably believes to be its bona fide and properly incurred legal obligations, whether contractual or pursuant to a court order or otherwise, under the law of the country or state in which those assets are situated or under the proper law of any contract between a third party and you, provided that in the case of any future order of a court of that country or state made on your or the third party's application, reasonable written notice of the making of the application is given to the applicant.



SCHEDULE A

UNDERTAKINGS GIVEN TO THE COURT BY THE APPLICANT

- (1) The applicant undertakes to submit to such order (if any) as the Court may consider to be just for the payment of compensation (to be assessed by the Court or as it may direct) to any person (whether or not a party) affected by the operation of the order.
- (2) As soon as practicable, the applicant will file and serve upon you copies of:
 - (a) this order;
 - (b) the application for this order for hearing on the return date;
 - (c) the following material in so far as it was relied on by the applicant at the hearing when the order was made:
 - (i) affidavits (or draft affidavits);
 - (ii) exhibits capable of being copied;
 - (iii) any written submission; and
 - (iv) any other document that was provided to the Court.
 - (d) a transcript, or, if none is available, a note, of any exclusively oral allegation of fact that was made and of any exclusively oral submission that was put, to the Court;
 - (e) the originating process.
- (3) As soon as practicable, the applicant will cause anyone notified of this order to be given a copy of it.
- (4) The applicant will pay the reasonable costs of anyone other than you and the respondents which have been incurred as a result of this order, including the costs of finding out whether that person holds any of your assets.
- (5) If this order ceases to have effect the applicant will promptly take all reasonable steps to inform in writing anyone who has been notified of this order, or who the applicant has reasonable grounds for supposing may act upon this order, that it has ceased to have effect.
- (6) The applicant will not, without leave of the Court, use any information obtained as a result of this order for the purpose of any civil or criminal proceedings, either in or outside Australia, other than this proceeding except for the purposes of any police, regulatory authority or prudential disclosure.
- (7) The applicant will not, without leave of the Court, seek to enforce this order in any country outside Australia or seek in any country outside Australia an order of a similar nature or an order conferring a charge or other security against you or your assets.



SCHEDULE B

AFFIDAVITS RELIED ON

Name of deponent

- (1) Geoffrey Keith Anderson
- (2) Nicholas Anthony O'Brien
- (3) Caitlin Maria Murray

Date affidavit made

28 June 2021; 8 July 2021
27 June 2021; 1 July 2021
28 June 2021; 2 July 2021;
7 July 2021; 8 July 2021; 12
July 2021; 14 July 2021; 15
July 2021; 25 August 2021

NAME AND ADDRESS OF APPLICANTS' LAWYERS

The Applicants' lawyers are:

MinterEllison
Governor Macquarie Tower
Level 40, 1 Farrer Place
Sydney NSW 2000

Attention: Caitlin Murray
caitlin.murray@minterellison.com ; T +61 2 9921 8514 ; M +61 422 977 971 ; +61 2 9921
8123 ref: CMM:1353397



Schedule

No: NSD616/2021

Federal Court of Australia
District Registry: New South Wales
Division: General

Applicants

First Applicant Westpac Banking Corporation ABN 33 007 457 141
Second Applicant Westpac New Zealand Limited (company registration
number company number 1763882)

Respondents

First Respondent: Forum Finance Pty Limited (in liquidation) ACN 153 301
172
Second Respondent: Basile Papadimitriou
Third Respondent: Vincenzo Frank Tesoriero
Fourth Respondent: Forum Group Financial Services Pty Ltd (provisional
liquidators appointed) ACN 623 033 705
Fifth Respondent: Forum Group Pty Ltd (Receivers Appointed) (in liquidation)
ACN 153 336 997
Sixth Respondent: Forum Enviro Pty Ltd (provisional liquidators appointed)
ACN 168 709 840
Seventh Respondent: Forum Enviro (Aust) Pty Ltd (provisional liquidators
appointed) ACN 607 484 364
Eighth Respondent: 64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662
Ninth Respondent: 14 James Street Pty Ltd (in liquidation) ACN 638 449 206
Tenth Respondent: 26 Edmonstone Road Pty Ltd (in liquidation) ACN 622 944
129
Eleventh Respondent: 5 Bulkara Street Pty Ltd (in liquidation) ACN 630 982 160
Twelfth Respondent: 6 Bulkara Street Pty Ltd (in liquidation) ACN 639 734 473
Thirteenth Respondent: 23 Margaret Street Pty Ltd ACN 623 715 373
Fourteenth Respondent: 1160 Glen Huntly Road Pty Ltd ACN 639 447 984



Fifteenth Respondent: 14 Kirwin Road Morwell Pty Ltd ACN 641 402 093
Sixteenth Respondent: Canner Investments Pty Ltd ACN 624 176 049
Seventeenth Respondent: 123 High Street Taradale Pty Ltd ACN 639 872 512
Eighteenth Respondent: 160 Murray Valley Hwy Lake Boga Pty Ltd ACN 641 392
921
Nineteenth Respondent: 31 Ellerman Street Dimboola Pty Ltd ACN 641 392 887
Twentieth Respondent: 4 Cowslip Street Violet Town Pty Ltd ACN 639 872 352
Twenty-First Respondent: 55 Nolan Street Maryborough Pty Ltd ACN 641 392 912
Twenty-Second Respondent: 89 Betka Road Mallacoota Pty Ltd ACN 641 393 179
Twenty-Third Respondent: 9 Gregory Street Ouyen Pty Ltd ACN 641 392 707
Twenty-Fourth Respondent: 9 Main Street Derrinallum Pty Ltd ACN 639 872 736
Twenty-Fifth Respondent: 286 Carlisle Street Pty Limited ACN 610 042 343
Twenty-Sixth Respondent: 275 High Street Golden Square Pty Ltd ACN 639 870 545
Twenty-Seventh Respondent: Mazcon Investments Hellas IKE
Twenty-Eighth Respondent: Palante Pty Ltd ACN 135 344 151
Twenty-Ninth Respondent: Anastasios Giamouridis

Mackenzie Preston

From: Ramsha Sulaman
Sent: Tuesday, 24 August 2021 7:49 PM
To: Kang, Justin
Cc: Leen, Delano; Canny, Elizabeth; Christopher Nehme; Pierre Safi; Roy Hanna
Subject: RE: RE outstanding interest payments [IWOV-Documents.FID10220696]
Attachments: RTGS Form - 275 HIGH STREET GOLDEN SQUARE PTY LTD - Payment to Fortis.pdf; RTGS Forms - 4 Cowslip Street Violet Town Pty Ltd - Payment to Fortis.pdf; Signed RTGS Forms - Payment to Judo Bank.pdf

Dear Justin,

We refer to your below email.

Upcoming Payments

Please find attached signed RTGS forms for payments indicated in the table below.

We confirm that each amount in the below table represents a loan/mortgage repayment due and owing to Judo Bank by the specific entity from whose account that payment is sought to be made for the month of August and September.

Account No.	Account Name	Payment amount requested
Ending 6249	9 MAIN STREET DERRINALLUM PTY LTD ATF 9 MAIN STREET DERRINALLUM UNIT TRUST	\$ 2,350.67 – Due 1 September \$2,653.89 – Due 30 August Total - \$5,004.56
Ending 0047	275 HIGH STREET GOLDEN SQUARE PTY LTD ATF 275 HIGHSTREET GOLDEN SQUARE UNIT TRU	\$7,289.51 – Due 30 August \$6,450.23 – Due 1 September Total - \$13,739.74
Ending 4112	123 HIGH STREET TARADALE PTY LTD ATF 123 HIGH STREET TARADALE UNIT TRUST	\$1,193.67 – Due 30 August \$1,053.10 – Due 2 September Total - \$2,246.77
Ending 8540	4 COWSLIP STREET VIOLET TOWN PTY LTD ATF 4 COWSLIPSTREET VIOLET TOWN UNIT TRUST	\$7,405.40 – Due 2 September \$6,544.25 – Due 1 September Total - \$13,949.65
Ending 9310	89 BETKA ROAD MALLACOOTA PTY LTD ATF 89 BETKA ROAD MALLACOOTA UNIT TRUST	\$2,127.11 – Due 13 August (this payment is now overdue) \$2,422.11 – Due 30 August Total - \$4,549.22
	Total due to Judo	\$39,489.94

We await your urgent confirmation that the total payment of \$39,489.94 as directed above will be made to Judo immediately, and no later than 2 business days from the date of this email.

Legal Expenses

In relation to our legal fees, we do not agree with your assertion that our fees can only be paid from accounts in Mr Tesoriero's personal name. We refer you to Order 6(a) which states that the freezing orders are in relation to assets. Assets are defined in Order 7 and include the accounts listed in the above table. Order (10)(b) is an exception to the freezing order in relation to the assets, and explicitly makes provisions for our fees to be paid from the assets which, once again, include the above listed accounts. We attach two RTGS forms for a total payment of \$66,000.00 in respect of our fees which we are arranging for our client to execute. Once executed we will email same to you to make arrangements for the payment of our fees.

Kind Regards,

Ramsha Sulaman | **Solicitor – Property Law**

FORTIS | LAW

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ramsha@fortislaw.com.au | www.fortislaw.com.au



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CYBER FRAUD WARNING: Please be aware there is



RTGS Request Form/ Local AUD Teletransfer Request Form

Please complete this form by typing all payment information (hand written forms are not allowed). *Mandatory fields.

Note: This form is to be completed by the Customer/Authorised Signatory.

Fax No Attention

Please make the following payment as per the details below Date

Payment Details

Please ensure all details are correct. NAB cannot check that the Beneficiary's name matches the BSB and account number. An incorrect BSB or account number will result in your money being paid to the wrong account and may result in the loss of funds.

Amount* AUD only Payment date*

Beneficiary's Bank* Swift Code (if applicable)

BSB (6 digits)* Beneficiary account number*

Beneficiary's Name*

Beneficiary's Address (optional)
 State Postcode

Payment reference/message (optional)

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* BSB (6 digits)* Account number*

Customer name (if different to account name) Customer contact name Customer telephone number

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* BSB (6 digits)* Account number*

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

By signing this request you confirm that you have read, understood and accepted the terms and conditions on page 2.

Name Authorised signature Name Authorised signature Date

NAB Use Only

Original RTGS Request/Local AUD Teletransfer Request Form Received

Complete this section when the original RTGS/Local AUD Teletransfer request form is received, signed by the authorised persons to the account.

Customer number of Applicant (Who is sending the money? Eg Company, Trust etc)

Instructions are signed in accordance with the Account Authority Card Sufficient funds held in the account – refer GRE008

Completed and signed by the authorised signatory

Bank Officer Name Position/Title Bank Officer Signature Date

Instruction Received via Email/Fax – Refer to Segment Specific Information Below:

Business Bank Bankers must complete verification & approval requirements as per GFA300 – GFA314 & GRE006 – GRE012

Institutional

If forwarding to another area for processing & the customer has not signed this form, tick to confirm that a signed written request has been received:

Yes N/A

Private Wealth Insert Inward Fax Verification stamp on form & complete verification details as per GFA300 – GFA314 & GRE006 – GRE012

Retail Refer to GFA 100 for further instructions if request has been received via fax, email or Australia Post mail.

Input Use Only

RTGS No.	<input type="text"/>	eBOBS input by	<input type="text"/>	RTGS input by	<input type="text"/>
Fees collected	<input type="text"/>	Fee Seq No.	<input type="text"/>	Authorised by	<input type="text"/>

Terms and Conditions

- The Applicant ('you') acknowledge and agree that:
 - You are solely responsible for ensuring that your instructions on this Application are correct;
 - NAB ('we') is under no obligation to verify the correctness of your instructions. Without limitation to the foregoing, we are entitled to pay to the credit account identified by you as the beneficiary's without enquiry and are under no obligation to use any other information you give us (including the name and address of the beneficiary) to confirm the beneficiary's ownership of that account, and
 - Once executed by NAB, the payments made under this Request Form are irrevocable.
- Please note that the beneficiary name does not form part of your payment instructions, and it will not be checked by NAB to verify that it matches the beneficiary's BSB and account number. NAB will process the payment using the BSB and account number you provide. Please ensure that the BSB and beneficiary account number are correct, because an incorrect BSB and account number will result in your money being paid to the wrong account and the loss of funds.
- We will not be liable for and exclude all liability for loss or damage (including any indirect or consequential loss or damage) arising out of or in relation to:
 - delays, errors, or omission in transmission or payment beyond our control; or
 - acts of default or omission of any kind by you or any third party outside our control.
- If we are negligent or in a breach of duty to you, we will supply the services described in these terms and conditions again.
- Subject to applicable law, you indemnify and continue to hold us indemnified against any liability, loss, damage or expense in respect of your provision of incorrect instructions.
- Fees apply for this service. The applicable fees can be found via our website at nab.com.au

Banking Code of Practice

National Australia Bank has adopted the Banking Code of Practice and relevant provisions of the Code apply to the service, if you are an individual or a small business referred to in the Code. You can obtain from NAB upon request a copy of the Banking Code of Practice and general descriptive information concerning our banking services, including (a) account opening procedures, (b) our obligations regarding the confidentiality of your information, (c) complaint handling procedures, (d) bank cheques, (e) the advisability of you informing us promptly when you are in financial difficulty and (f) the advisability of you reading the terms and conditions applying to each banking service NAB provides to you.

Privacy Declaration

You (being the Applicant) declare that where you have provided personal information about an individual (such as a beneficiary, an employer, relative, solicitor or contact person), you have made or will immediately make the individual aware of that fact and:

- that their personal information has been collected by the National Australia Bank Group organisation to which this form is addressed (Group Organisation) for the purpose of providing you with the Service the subject of this Application (including assessing your application) and managing and administering the service and protecting against fraud;
- that the National Australia Bank Group is managed, operates businesses and processes customer information internationally and across corporate entities, and accordingly, information about or relating to individuals may be provided to other National Australia Bank Group organisations, transmitted within the National Australia Bank Group between countries, and where required by law, regulation or convention, provided to governmental and regulatory authorities, both in the country where the relationship with the Group Organisation is primarily situated, and in other countries where the National Australia Bank Group may operate and the individual irrevocably consents to that occurring;
- that their personal information may be disclosed to other organisations involved in the provision, management or administration of the Services, as required by law or with their consent;
- that you may not be able to obtain the Services the subject of this Application if that individual's personal information is not provided; and
- that the individual can gain access to their personal information by contacting the Group Organisation and Group Organisation's contact details.

Disputes

NAB has available on request information about the procedures for lodging a complaint. For more details about our internal dispute resolution procedures please ask for our complaints resolution brochure.

If you subsequently feel that the issue has not been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

Australian Financial Complaints Authority (AFCA)

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: afca.org.au

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001



RTGS Request Form/ Local AUD Teletransfer Request Form

Please complete this form by typing all payment information (hand written forms are not allowed). *Mandatory fields.

Note: This form is to be completed by the Customer/Authorised Signatory.

Fax No Attention

Please make the following payment as per the details below Date

Payment Details

Please ensure all details are correct. NAB cannot check that the Beneficiary's name matches the BSB and account number. An incorrect BSB or account number will result in your money being paid to the wrong account and may result in the loss of funds.

Amount* \$ AUD only Payment date*

Beneficiary's Bank* Swift Code (if applicable)

BSB (6 digits)* Beneficiary account number*

Beneficiary's Name*

Beneficiary's Address (optional)
 State Postcode

Payment reference/message (optional)

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* BSB (6 digits)* Account number*

Customer name (if different to account name) Customer contact name Customer telephone number

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* BSB (6 digits)* Account number*

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

By signing this request you confirm that you have read, understood and accepted the terms and conditions on page 2.

Name Authorised signature Name Authorised signature Date

NAB Use Only

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Customer number of Applicant (Who is sending the money? Eg Company, Trust etc)

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Bank Officer Name Position/Title Bank Officer Signature Date

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Institutional

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Yes N/A

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Retail Refer to GFA 100 for further instructions if request has been received via fax, email or Australia Post mail.

Input Use Only

RTGS No.	<input type="text"/>	eBOBS input by	<input type="text"/>	RTGS input by	<input type="text"/>
Fees collected	<input type="text"/>	Fee Seq No.	<input type="text"/>	Authorised by	<input type="text"/>

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 - Once executed by NAB, the payments made under this Request Form are irrevocable.
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- We will not be liable for and exclude all liability for loss or damage (including any indirect or consequential loss or damage) arising out of or in relation to:
 - delays, errors, or omission in transmission or payment beyond our control; or
 - acts of default or omission of any kind by you or any third party outside our control.
- If we are negligent or in a breach of duty to you, we will supply the services described in these terms and conditions again.
- Subject to applicable law, you indemnify and continue to hold us indemnified against any liability, loss, damage or expense in respect of your provision of incorrect instructions.
- Fees apply for this service. The applicable fees can be found via our website at nab.com.au

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- that their personal information has been collected by the National Australia Bank Group organisation to which this form is addressed (Group Organisation) for the purpose of providing you with the Service the subject of this Application (including assessing your application) and managing and administering the service and protecting against fraud;
- that the National Australia Bank Group is managed, operates businesses and processes customer information internationally and across corporate entities, and accordingly, information about or relating to individuals may be provided to other National Australia Bank Group organisations, transmitted within the National Australia Bank Group between countries, and where required by law, regulation or convention, provided to governmental and regulatory authorities, both in the country where the relationship with the Group Organisation is primarily situated, and in other countries where the National Australia Bank Group may operate and the individual irrevocably consents to that occurring;
- that their personal information may be disclosed to other organisations involved in the provision, management or administration of the Services, as required by law or with their consent;
- that you may not be able to obtain the Services the subject of this Application if that individual's personal information is not provided; and
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Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: afca.org.au

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001



RTGS Request Form/ Local AUD Teletransfer Request Form

Please complete this form by typing all payment information (hand written forms are not allowed). *Mandatory fields.

Note: This form is to be completed by the Customer/Authorised Signatory.

Fax No _____ Attention _____ Date 23 / 08 / 2021

Please make the following payment as per the details below

Payment Details

Please ensure all details are correct. NAB cannot check that the Beneficiary's name matches the BSB and account number. An incorrect BSB or account number will result in your money being paid to the wrong account and may result in the loss of funds.

Amount* \$ 5,004.56 AUD only Payment date* 23 / 08 / 2021

Beneficiary's Bank* Judo Bank Swift Code (if applicable) _____

BSB (6 digits)* 0 1 2 0 0 3 Beneficiary account number* 838106124

Beneficiary's Name* Judo Bank

Beneficiary's Address (optional) _____
State _____ Postcode _____

Payment reference/message (optional) _____

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* 9 MAIN STREET DERRINALLUM PTY LTD BSB (6 digits)* 0 8 2 0 8 0 Account number* 9 2 6 4 9 6 2 4 9

Customer name (if different to account name) _____ Customer contact name VINCENZO FRANK TESORIERO Customer telephone number ()

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* _____ BSB (6 digits)* _____ Account number* _____

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

By signing this request you confirm that you have read, understood and accepted the terms and conditions on page 2.

Name	Authorised signature	Name	Authorised signature	Date
<u>V.F. TESORIERO</u>	<u>[Signature]</u>		<u>[Signature]</u>	<u>23 / 08 / 2021</u>

NAB Use Only

Original RTGS Request/Local AUD Teletransfer Request Form Received

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Customer number of Applicant (Who is sending the money? Eg Company, Trust etc) _____

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Completed and signed by the authorised signatory

Bank Officer Name _____ Position/Title _____ Bank Officer Signature [Signature] Date _____

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Institutional

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Yes N/A

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Input Use Only

RTGS No.	<input type="text"/>	eBOBS input by	<input type="text"/>	RTGS input by	<input type="text"/>
Fees collected	<input type="text"/>	Fee Seq No.	<input type="text"/>	Authorised by	<input type="text"/>

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 - acts of default or omission of any kind by you or any third party outside our control.
- If we are negligent or in a breach of duty to you, we will supply the services described in these terms and conditions again.
- Subject to applicable law, you indemnify and continue to hold us indemnified against any liability, loss, damage or expense in respect of your provision of incorrect instructions.
- Fees apply for this service. The applicable fees can be found via our website at nab.com.au

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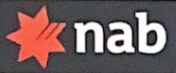
Australian Financial Complaints Authority (AFCA)

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: afca.org.au

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001



RTGS Request Form/ Local AUD Teletransfer Request Form

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Note: This form is to be completed by the Customer/Authorised Signatory.

Fax No _____ Attention _____

Please make the following payment as per the details below Date / /

Payment Details

Please ensure all details are correct. NAB cannot check that the Beneficiary's name matches the BSB and account number. An incorrect BSB or account number will result in your money being paid to the wrong account and may result in the loss of funds.

Amount* \$ 4,549.22 AUD only Payment date* 23 / 08 / 2021

Beneficiary's Bank* Judo Bank Swift Code (if applicable) _____

BSB (6 digits)* 0 1 2 0 0 3 Beneficiary account number* 838106124

Beneficiary's Name* Judo Bank

Beneficiary's Address (optional) _____
State _____ Postcode _____

Payment reference/message (optional) _____

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* 89 BETKA ROAD MALLACOOTA PTY LTD BSB (6 digits)* 0 8 2 0 8 0 Account number* 7 7 7 1 7 9 3 1 0

Customer name (if different to account name) _____ Customer contact name VINCENZO FRANK TESORIERO Customer telephone number ()

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* _____ BSB (6 digits)* _____ Account number* _____

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

By signing this request you confirm that you have read, understood and accepted the terms and conditions on page 2.

Name Authorised signature Name Authorised signature Date
V.F. TESORIERO X [Signature] _____ X [Signature] 23 / 08 / 2021

NAB Use Only

Original RTGS Request/Local AUD Teletransfer Request Form Received

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Customer number of Applicant (Who is sending the money? Eg Company, Trust etc) _____

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Completed and signed by the authorised signatory

Bank Officer Name _____ Position/Title _____ Bank Officer Signature X _____ Date / /

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Institutional

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Yes N/A

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RTGS No.	<input type="text"/>	eBOBS input by	<input type="text"/>	RTGS input by	<input type="text"/>
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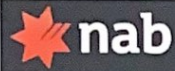
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Fax No _____ Attention _____

Please make the following payment as per the details below Date / /

Payment Details

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Amount* \$ 2,246.77 AUD only Payment date* 23 / 08 / 2021

Beneficiary's Bank* Judo Bank Swift Code (if applicable) _____

BSB (6 digits)* 0 1 2 0 0 3 Beneficiary account number* 838106124

Beneficiary's Name* Judo Bank

Beneficiary's Address (optional) _____
State _____ Postcode _____

Payment reference/message (optional) _____

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* 123 HIGH STREET TARADALE PTY LTD BSB (6 digits)* 0 8 2 0 8 0 Account number* 9 7 5 5 4 4 1 1 2

Customer name (if different to account name) _____ Customer contact name VINCENZO FRANK TESORIERO Customer telephone number ()

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* _____ BSB (6 digits)* _____ Account number* _____

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

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Name V.F. TESORIERO Authorised signature [Signature] Name _____ Authorised signature [Signature] Date 23 / 08 / 2021

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Fees collected	<input type="text"/>	Fee Seq No.	<input type="text"/>	Authorised by	<input type="text"/>

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 - Once executed by NAB, the payments made under this Request Form are irrevocable.
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- We will not be liable for and exclude all liability for loss or damage (including any indirect or consequential loss or damage) arising out of or in relation to:
 - delays, errors, or omission in transmission or payment beyond our control; or
 - acts of default or omission of any kind by you or any third party outside our control.
- If we are negligent or in a breach of duty to you, we will supply the services described in these terms and conditions again.
- Subject to applicable law, you indemnify and continue to hold us indemnified against any liability, loss, damage or expense in respect of your provision of incorrect instructions.
- Fees apply for this service. The applicable fees can be found via our website at nab.com.au

Banking Code of Practice

National Australia Bank has adopted the Banking Code of Practice and relevant provisions of the Code apply to the service, if you are an individual or a small business referred to in the Code. You can obtain from NAB upon request a copy of the Banking Code of Practice and general descriptive information concerning our banking services, including (a) account opening procedures, (b) our obligations regarding the confidentiality of your information, (c) complaint handling procedures, (d) bank cheques, (e) the advisability of you informing us promptly when you are in financial difficulty and (f) the advisability of you reading the terms and conditions applying to each banking service NAB provides to you.

Privacy Declaration

You (being the Applicant) declare that where you have provided personal information about an individual (such as a beneficiary, an employer, relative, solicitor or contact person), you have made or will immediately make the individual aware of that fact and:

- that their personal information has been collected by the National Australia Bank Group organisation to which this form is addressed (Group Organisation) for the purpose of providing you with the Service the subject of this Application (including assessing your application) and managing and administering the service and protecting against fraud;
- that the National Australia Bank Group is managed, operates businesses and processes customer information internationally and across corporate entities, and accordingly, information about or relating to individuals may be provided to other National Australia Bank Group organisations, transmitted within the National Australia Bank Group between countries, and where required by law, regulation or convention, provided to governmental and regulatory authorities, both in the country where the relationship with the Group Organisation is primarily situated, and in other countries where the National Australia Bank Group may operate and the individual irrevocably consents to that occurring;
- that their personal information may be disclosed to other organisations involved in the provision, management or administration of the Services, as required by law or with their consent;
- that you may not be able to obtain the Services the subject of this Application if that individual's personal information is not provided; and
- that the individual can gain access to their personal information by contacting the Group Organisation and Group Organisation's contact details.

Disputes

NAB has available on request information about the procedures for lodging a complaint. For more details about our internal dispute resolution procedures please ask for our complaints resolution brochure.

If you subsequently feel that the issue has not been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

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Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: afca.org.au

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001



RTGS Request Form/ Local AUD Teletransfer Request Form

Please complete this form by typing all payment information (hand written forms are not allowed). *Mandatory fields.

Note: This form is to be completed by the Customer/Authorised Signatory.

Fax No _____ Attention _____

Please make the following payment as per the details below Date 23 / 08 / 2021

Payment Details

Please ensure all details are correct. NAB cannot check that the Beneficiary's name matches the BSB and account number. An incorrect BSB or account number will result in your money being paid to the wrong account and may result in the loss of funds.

Amount* \$ 13,949.65 AUD only Payment date* 23 / 08 / 2021

Beneficiary's Bank* Judo Bank Swift Code (if applicable) _____

BSB (6 digits)* 0 1 2 0 0 3 Beneficiary account number* 838106124

Beneficiary's Name* Judo Bank

Beneficiary's Address (optional) _____ State _____ Postcode _____

Payment reference/message (optional) Tesoriero Group - Petrol Stations

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* 4 Cowslip Street Violet Town Pty Ltd BSB (6 digits)* 0 8 2 0 8 0 Account number* 4 2 1 9 5 8 5 4 0

Customer name (if different to account name) _____ Customer contact name VINCENZO FRANK TESORIERO Customer telephone number ()

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* _____ BSB (6 digits)* _____ Account number* _____

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

By signing this request you confirm that you have read, understood and accepted the terms and conditions on page 2.

Name Authorised signature Name Authorised signature Date
V.F. TESORIERO X [Signature] X [Signature] 23 / 08 / 2021

NAB Use Only

Original RTGS Request/Local AUD Teletransfer Request Form Received

Complete this section when the original RTGS/Local AUD Teletransfer request form is received, signed by the authorised persons to the account.

Customer number of Applicant (Who is sending the money? Eg Company, Trust etc) _____

Instructions are signed in accordance with the Account Authority Card Sufficient funds held in the account – refer GRE008
 Completed and signed by the authorised signatory

Bank Officer Name _____ Position/Title _____ Bank Officer Signature X _____ Date / /

Instruction Received via Email/Fax – Refer to Segment Specific Information Below:

Business Bank Bankers must complete verification & approval requirements as per GFA300 – GFA314 & GRE006 – GRE012

Institutional

If forwarding to another area for processing & the customer has not signed this form, tick to confirm that a signed written request has been received:

Yes N/A

Private Wealth Insert Inward Fax Verification stamp on form & complete verification details as per GFA300 – GFA314 & GRE006 – GRE012

Retail Refer to GFA 100 for further instructions if request has been received via fax, email or Australia Post mail.

Input Use Only

RTGS No.	<input type="text"/>	eBOBS input by	<input type="text"/>	RTGS input by	<input type="text"/>
Fees collected	<input type="text"/>	Fee Seq No.	<input type="text"/>	Authorised by	<input type="text"/>

Terms and Conditions

- The Applicant ('you') acknowledge and agree that:
 - You are solely responsible for ensuring that your instructions on this Application are correct;
 - NAB ('we') is under no obligation to verify the correctness of your instructions. Without limitation to the foregoing, we are entitled to pay to the credit account identified by you as the beneficiary's without enquiry and are under no obligation to use any other information you give us (including the name and address of the beneficiary) to confirm the beneficiary's ownership of that account, and
 - Once executed by NAB, the payments made under this Request Form are irrevocable.
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 - delays, errors, or omission in transmission or payment beyond our control; or
 - acts of default or omission of any kind by you or any third party outside our control.
- If we are negligent or in a breach of duty to you, we will supply the services described in these terms and conditions again.
- Subject to applicable law, you indemnify and continue to hold us indemnified against any liability, loss, damage or expense in respect of your provision of incorrect instructions.
- Fees apply for this service. The applicable fees can be found via our website at nab.com.au

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- that their personal information may be disclosed to other organisations involved in the provision, management or administration of the Services, as required by law or with their consent;
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Australian Financial Complaints Authority (AFCA)

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: afca.org.au

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001



RTGS Request Form/ Local AUD Teletransfer Request Form

Please complete this form by typing all payment information (hand written forms are not allowed). *Mandatory fields.

Note: This form is to be completed by the Customer/Authorised Signatory.

Fax No _____ Attention _____

Please make the following payment as per the details below Date / /

Payment Details

Please ensure all details are correct. NAB cannot check that the Beneficiary's name matches the BSB and account number. An incorrect BSB or account number will result in your money being paid to the wrong account and may result in the loss of funds.

Amount* \$ 13,739.74 AUD only Payment date* 23 / 08 / 2021

Beneficiary's Bank* Juko Bank Swift Code (if applicable) _____

BSB (6 digits)* 0 1 2 0 0 3 Beneficiary account number* 838108124

Beneficiary's Name* Juko Bank

Beneficiary's Address (optional) _____
State _____ Postcode _____

Payment reference/message (optional) _____

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* 275 HIGH STREET GOLDEN SQUARE PTY LTD BSB (6 digits)* 0 8 2 0 8 0 Account number* 4 4 8 0 1 0 0 4 7

Customer name (if different to account name) _____ Customer contact name VINCENZO FRANK TESORIERO Customer telephone number ()

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* _____ BSB (6 digits)* _____ Account number* _____

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

By signing this request you confirm that you have read, understood and accepted the terms and conditions on page 3.

Name	Authorised signature	Name	Authorised signature	Date
V F TESORIERO				23 / 08 / 2021

NAB Use Only

Original RTGS Request/Local AUD Teletransfer Request Form Received

Complete this section when the original RTGS/Local AUD teletransfer request form is received, signed by the authorised person to the account.

Customer number of Applicant (Who is sending the money? Eg Company, Trust etc) _____

- Instructions are signed in accordance with the Account Authority Card
- Sufficient funds held in the account - refer GRRFOOB
- Completed and signed by the authorised signatory

Bank Officer Name _____ Position/Title _____ Bank Officer Signature Date _____

Instruction Received via Email/Fax - Refer to Account Specific Information Below:

Business Bank Business must complete verification & approval requirements as per GRRANX - GRRLEB & GRRVCR - GRRVSD

Institutional

If forwarding to another area for processing & the customer has not signed this form, tick to confirm that a signed written request has been received

Yes N/A

Private Wealth Asset (except for Verification steps on form & complete verification steps as per GRRANX - GRRLEB & GRRVCR - GRRVSD)

Retail Refer to GRRANX for further instructions if request has been received via fax, email or Australia Post mail

Input Use Only

RTGS No.	_____	eBOBS input by	_____	RTGS input by	_____
Fees collected	_____	Fee Seq No.	_____	Authorised by	_____

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Australian Financial Complaints Authority (AFCA)

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: afca.org.au

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001

Mackenzie Preston

From: Kang, Justin <justin.kang@dentons.com>
Sent: Monday, 13 September 2021 12:25 PM
To: Ramsha Sulaman
Cc: Leen, Delano; Canny, Elizabeth; Christopher Nehme; Pierre Safi; Roy Hanna
Subject: RE: outstanding interest payments [IWOV-Documents.FID10220696]
Attachments: RTGS Form - 275 HIGH STREET GOLDEN SQUARE PTY LTD - Payment to Fortis.pdf;
RTGS Forms - 4 Cowslip Street Violet Town Pty Ltd - Payment to Fortis.pdf;
94095440_1_2021 08 27 Freezing order - V Tesoriero.PDF

Dear Ramsha

We refer to your email of 24 August 2021 below, specifically, the requests which you have foreshadowed will be made to NAB as per **attached** RTGS Forms for payment of \$66,000 for your client's legal expenses.

The attached RTGS Forms (signed versions of which are yet to be provided) seek the following payments:

- \$39,000 from 275 High Street Golden Square Pty Ltd's account ending 0047; and
- \$27,000 from 4 Cowslip Street Violet Town Pty Ltd's account ending 8540.

Our client as you know is bound to follow the terms of the **attached** freezing orders.

We note what you say as to why you consider the freezing orders allow the above payments to be made for your client's legal expenses, notwithstanding the above accounts are not in Mr Tesoriero's name.

In the circumstances, we propose writing to Minter Ellison as the solicitors for Westpac, the applicant under the freezing orders, in the terms set out below.

If Minter Ellison reply to us that they agree that the freezing orders do not prevent the above payments being made, then our client will allow those payments subject to receiving the attached RTGS Forms duly signed and there being sufficient credit funds in the accounts.

Alternatively if Minter Ellison express a different view and your client presses for the above payment to be made, then it is open for your client to approach the Court to seek a variation or clarification of the freezing orders to allow those payments.

If you have any comments on this proposed course, please let us know by **COB Tuesday 14 September 2021**. Otherwise we shall write to Minter Ellison in the terms below and cc you.

Proposed email/letter to Minter Ellison

Dear Colleagues

As you know, we act for National Australia Bank Limited (NAB).

*We note you act for Westpac Banking Corporation (Westpac) which is the applicant under the **attached** freezing orders against Vincenzo Tesoriero.*

We have received correspondence from Fortis Law on behalf of Mr Tesoriero foreshadowing that their client will be requesting NAB pay amounts totalling \$66,000 towards Mr Tesoriero's legal expenses from accounts held in the names of:

- *275 High Street Golden Square Pty Ltd ATF 275 High Street Golden Square Unit Trust;*
- *4 Cowslip Street Violet Town Pty Ltd ATF 4 Cowslip Violet Town Unit Trust.*

Fortis Law have expressed to us the view that such payment is not prohibited under the attached freezing orders, despite the above accounts not being in Mr Tesoriero's name, having regard to:

- (1) paragraph 6 of the freezing orders and specifically the reference to Mr Tesoriero's "assets";
- (2) paragraph 7 of the freezing orders as to what Mr Tesoriero's assets include for the purposes of the freezing orders; and
- (3) paragraph 10(b) of the freezing orders.

As we have discussed with Fortis Law, we are writing to you to request your response as to whether Westpac agrees that payment from the accounts of the above companies towards Mr Tesoriero's legal expenses would not be prohibited under the freezing orders.

Our client proposes to allow such payment to be made if you advise us that your client does so agree.

We have copied Fortis Law with this email.

Regards



Justin Kang

Partner

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RTGS Request Form/ Local AUD Teletransfer Request Form

Please complete this form by typing all payment information (hand written forms are not allowed). *Mandatory fields.

Note: This form is to be completed by the Customer/Authorised Signatory.

Fax No Attention

Please make the following payment as per the details below Date

Payment Details

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Amount* AUD only Payment date*

Beneficiary's Bank* Swift Code (if applicable)

BSB (6 digits)* Beneficiary account number*

Beneficiary's Name*

Beneficiary's Address (optional)
 State Postcode

Payment reference/message (optional)

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* BSB (6 digits)* Account number*

Customer name (if different to account name) Customer contact name Customer telephone number

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* BSB (6 digits)* Account number*

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

By signing this request you confirm that you have read, understood and accepted the terms and conditions on page 2.

Name Authorised signature Name Authorised signature Date

NAB Use Only

Original RTGS Request/Local AUD Teletransfer Request Form Received

Complete this section when the original RTGS/Local AUD Teletransfer request form is received, signed by the authorised persons to the account.

Customer number of Applicant (Who is sending the money? Eg Company, Trust etc)

Instructions are signed in accordance with the Account Authority Card Sufficient funds held in the account – refer GRE008

Completed and signed by the authorised signatory

Bank Officer Name Position/Title Bank Officer Signature Date

Instruction Received via Email/Fax – Refer to Segment Specific Information Below:

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Institutional

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Yes N/A

Private Wealth Insert Inward Fax Verification stamp on form & complete verification details as per GFA300 – GFA314 & GRE006 – GRE012

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Input Use Only

RTGS No.	<input type="text"/>	eBOBS input by	<input type="text"/>	RTGS input by	<input type="text"/>
Fees collected	<input type="text"/>	Fee Seq No.	<input type="text"/>	Authorised by	<input type="text"/>

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 - delays, errors, or omission in transmission or payment beyond our control; or
 - acts of default or omission of any kind by you or any third party outside our control.
- If we are negligent or in a breach of duty to you, we will supply the services described in these terms and conditions again.
- Subject to applicable law, you indemnify and continue to hold us indemnified against any liability, loss, damage or expense in respect of your provision of incorrect instructions.
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Website: afca.org.au

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001



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Please complete this form by typing all payment information (hand written forms are not allowed). *Mandatory fields.

Note: This form is to be completed by the Customer/Authorised Signatory.

Fax No Attention

Please make the following payment as per the details below Date

Payment Details

Please ensure all details are correct. NAB cannot check that the Beneficiary's name matches the BSB and account number. An incorrect BSB or account number will result in your money being paid to the wrong account and may result in the loss of funds.

Amount* AUD only Payment date*

Beneficiary's Bank* Swift Code (if applicable)

BSB (6 digits)* Beneficiary account number*

Beneficiary's Name*

Beneficiary's Address (optional)
 State Postcode

Payment reference/message (optional)

Sender's Details

I/we authorise the Bank to debit the payment amount to account (NAB Transaction Accounts Only).

Account name* BSB (6 digits)* Account number*

Customer name (if different to account name) Customer contact name Customer telephone number

Fee Account (if different from above)

I/we authorise the Bank to debit the fee amount to account (NAB Transaction Accounts Only).

Account name* BSB (6 digits)* Account number*

* Mandatory Fields

Signatures (in accordance with the debit account signing authority)

By signing this request you confirm that you have read, understood and accepted the terms and conditions on page 2.

Name	Authorised signature	Name	Authorised signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

NAB Use Only

Original RTGS Request/Local AUD Teletransfer Request Form Received

Complete this section when the original RTGS/Local AUD Teletransfer request form is received, signed by the authorised persons to the account.

Customer number of Applicant (Who is sending the money? Eg Company, Trust etc)

Instructions are signed in accordance with the Account Authority Card Sufficient funds held in the account – refer GRE008
 Completed and signed by the authorised signatory

Bank Officer Name	Position/Title	Bank Officer Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Instruction Received via Email/Fax – Refer to Segment Specific Information Below:

Business Bank Bankers must complete verification & approval requirements as per GFA300 – GFA314 & GRE006 – GRE012

Institutional

If forwarding to another area for processing & the customer has not signed this form, tick to confirm that a signed written request has been received:

Yes N/A

Private Wealth Insert Inward Fax Verification stamp on form & complete verification details as per GFA300 – GFA314 & GRE006 – GRE012

Retail Refer to GFA 100 for further instructions if request has been received via fax, email or Australia Post mail.

Input Use Only

RTGS No.	<input type="text"/>	eBOBS input by	<input type="text"/>	RTGS input by	<input type="text"/>
Fees collected	<input type="text"/>	Fee Seq No.	<input type="text"/>	Authorised by	<input type="text"/>

Terms and Conditions

- The Applicant ('you') acknowledge and agree that:
 - You are solely responsible for ensuring that your instructions on this Application are correct;
 - NAB ('we') is under no obligation to verify the correctness of your instructions. Without limitation to the foregoing, we are entitled to pay to the credit account identified by you as the beneficiary's without enquiry and are under no obligation to use any other information you give us (including the name and address of the beneficiary) to confirm the beneficiary's ownership of that account, and
 - Once executed by NAB, the payments made under this Request Form are irrevocable.
- Please note that the beneficiary name does not form part of your payment instructions, and it will not be checked by NAB to verify that it matches the beneficiary's BSB and account number. NAB will process the payment using the BSB and account number you provide. Please ensure that the BSB and beneficiary account number are correct, because an incorrect BSB and account number will result in your money being paid to the wrong account and the loss of funds.
- We will not be liable for and exclude all liability for loss or damage (including any indirect or consequential loss or damage) arising out of or in relation to:
 - delays, errors, or omission in transmission or payment beyond our control; or
 - acts of default or omission of any kind by you or any third party outside our control.
- If we are negligent or in a breach of duty to you, we will supply the services described in these terms and conditions again.
- Subject to applicable law, you indemnify and continue to hold us indemnified against any liability, loss, damage or expense in respect of your provision of incorrect instructions.
- Fees apply for this service. The applicable fees can be found via our website at nab.com.au

Banking Code of Practice

National Australia Bank has adopted the Banking Code of Practice and relevant provisions of the Code apply to the service, if you are an individual or a small business referred to in the Code. You can obtain from NAB upon request a copy of the Banking Code of Practice and general descriptive information concerning our banking services, including (a) account opening procedures, (b) our obligations regarding the confidentiality of your information, (c) complaint handling procedures, (d) bank cheques, (e) the advisability of you informing us promptly when you are in financial difficulty and (f) the advisability of you reading the terms and conditions applying to each banking service NAB provides to you.

Privacy Declaration

You (being the Applicant) declare that where you have provided personal information about an individual (such as a beneficiary, an employer, relative, solicitor or contact person), you have made or will immediately make the individual aware of that fact and:

- that their personal information has been collected by the National Australia Bank Group organisation to which this form is addressed (Group Organisation) for the purpose of providing you with the Service the subject of this Application (including assessing your application) and managing and administering the service and protecting against fraud;
- that the National Australia Bank Group is managed, operates businesses and processes customer information internationally and across corporate entities, and accordingly, information about or relating to individuals may be provided to other National Australia Bank Group organisations, transmitted within the National Australia Bank Group between countries, and where required by law, regulation or convention, provided to governmental and regulatory authorities, both in the country where the relationship with the Group Organisation is primarily situated, and in other countries where the National Australia Bank Group may operate and the individual irrevocably consents to that occurring;
- that their personal information may be disclosed to other organisations involved in the provision, management or administration of the Services, as required by law or with their consent;
- that you may not be able to obtain the Services the subject of this Application if that individual's personal information is not provided; and
- that the individual can gain access to their personal information by contacting the Group Organisation and Group Organisation's contact details.

Disputes

NAB has available on request information about the procedures for lodging a complaint. For more details about our internal dispute resolution procedures please ask for our complaints resolution brochure.

If you subsequently feel that the issue has not been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

Australian Financial Complaints Authority (AFCA)

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: afca.org.au

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD616/2021

WESTPAC BANKING CORPORATION ABN 33 007 457 141 and another named in the schedule
Applicant

FORUM FINANCE PTY LIMITED and others named in the schedule
Respondent

ORDER

JUDGE: JUSTICE LEE

DATE OF ORDER: 27 August 2021

WHERE MADE: Sydney

THE COURT ORDERS THAT:

Freezing Order

1. Without admissions, and on the same basis as to onus identified by senior counsel for the applicants on 9 July 2021, the freezing order made against the third respondent, Vincenzo Frank Tesoriero, by order 4 of the orders made by Justice Lee on 2 July 2021 in relation to the interlocutory application dated 2 July 2021 (as varied on 9 July 2021) be varied in the form of **Annexure A** and be extended and apply until further order.

Rozelle Property

2. Upon the undertaking of the third respondent, Vincenzo Frank Tesoriero to the Court, on behalf of himself and the thirteenth respondent, 23 Margaret Street Pty Ltd ACN 623 715 373 (**23 Margaret Street**) that, until hearing of the applicants' interlocutory process filed 25 August 2021, they will not take any further steps to market or sell the property comprised in Folio Identifier 106/1021924, known as 23 Margaret Street, Rozelle NSW 2039 (**Rozelle Property**), or otherwise dispose of an interest in or encumber the Rozelle Property, the Court orders that prayers for relief 6 to 13 of the



interlocutory application filed 25 August 2021 be adjourned to 2.15pm on 3 September 2021 for a case management hearing before Lee J.

THE COURT NOTES THAT:

3. The third and thirteenth respondents shall permit the applicants' nominated valuer access to inspect the Rozelle Property on 24 hours' notice.

Date that entry is stamped: 27 August 2021

Sia Lagos
Registrar



ANNEXURE A – FREEZING ORDER

PENAL NOTICE – FREEZING ORDER

TO: VINCENZO FRANK TESORIERO

IF YOU (BEING THE PERSON BOUND BY THIS ORDER):

- (A) REFUSE OR NEGLECT TO DO ANY ACT WITHIN THE TIME SPECIFIED IN THIS ORDER FOR THE DOING OF THE ACT; OR**
- (B) DISOBEY THE ORDER BY DOING AN ACT WHICH THE ORDER REQUIRES YOU NOT TO DO,**

YOU WILL BE LIABLE TO IMPRISONMENT, SEQUESTRATION OF PROPERTY OR OTHER PUNISHMENT.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS YOU TO BREACH THE TERMS OF THIS ORDER MAY BE SIMILARLY PUNISHED.

TO VINCENZO FRANK TESORIERO

This is a ‘*freezing order*’ made against you on 2 July 2021 by Justice Lee at a hearing without notice to you after the Court was given the undertakings set out in Schedule A to this order and after the Court read the affidavits listed in Schedule B to this order. This freezing order was varied on 9 July 2021 and on 27 August 2021 by Justice Lee with notice to you.

THE COURT ORDERS:

INTRODUCTION

- (1) [Deleted]
- (2) Subject to the next paragraph, in accordance with the order 1 of the orders made by Justice Lee on 27 August 2021, this order has effect until further order of the Court.
- (3) Anyone served with or notified of this order, including you, may apply to the Court at any time to vary or discharge this order or so much of it as affects the person served or notified.
- (4) In this order:
 - (a) ‘*applicant*’, if there is more than one applicant, includes all the applicants;
 - (b) ‘*you*’, where there is more than one of you, includes all of you and includes you if you are a corporation;



- (c) ‘*third party*’ means a person other than you and the applicant;
 - (d) ‘*unencumbered value*’ means value free of mortgages, charges, liens or other encumbrances.
 - (e) ‘*Relevant Amount*’ means the amount of AUD\$253,766,555.76 and NZD\$44,097,969.
- (5) (a) If you are ordered to do something, you must do it by yourself or through directors, officers, partners, employees, agents or others acting on your behalf or on your instructions.
- (b) If you are ordered not to do something, you must not do it yourself or through directors, officers, partners, employees, agents or others acting on your behalf or on your instructions or with your encouragement or in any other way.

FREEZING OF ASSETS

- (6) (a) You must not remove from Australia or in any way dispose of, deal with or diminish the value of any of your assets in Australia (‘Australian assets’) up to the unencumbered value of AUD\$253,766,555.76 and NZD\$44,097,969 (the *Relevant Amount*).
- (b) If the unencumbered value of your Australian assets exceeds the Relevant Amount, you may remove any of those assets from Australia or dispose of or deal with them or diminish their value, so long as the total unencumbered value of your Australian assets still exceeds the Relevant Amount.
- (c) If the unencumbered value of your Australian assets is less than the Relevant Amount, and you have assets outside Australia (**Worldwide Assets**):
- (i) You must not dispose of, deal with or diminish the value of any of your Australian assets or your Worldwide Assets up to the unencumbered value of the Relevant Amount; and
 - (ii) You may dispose of, deal with or diminish the value of any of your Worldwide Assets, so long as the unencumbered value of all of your Australian assets and Worldwide Assets still exceeds the Relevant Amount.
- (7) For the purposes of this order,
- (a) your assets include:
 - (i) all your assets, whether or not they are in your name and whether they are solely or co-owned;
 - (ii) any asset which you have the power, directly or indirectly, to dispose of or deal with as if it were your own (you are to be regarded as having such power if a third party holds or controls the asset in accordance with your direct or indirect instructions); and



(iii) the following assets in particular:

(A) your shares in each of the following companies:

- a. 23 Margaret Street Pty Limited ACN 623 715 373;
- b. 1160 Glen Huntly Road Pty Limited ACN 639 447 984;
- c. 14 Kirwin Road Morwell Pty Limited ACN 641 402 093;
- d. 64-66 Berkeley St Hawthorn Pty Limited ACN 643 838 662;
- e. 14 James Street Pty Limited ACN 638 449 206;
- f. Canner Investments Pty Limited ACN 624 176 049;
- g. Tesoriero Investment Group Pty Limited ACN 161 088 115;
- h. 123 High Street Taradale Pty Limited ACN 639 872 512;
- i. 160 Murray Valley Hwy Lake Boga Pty Limited ACN 641 392 921;
- j. 31 Ellerman Street Dimboola Pty Limited ACN 641 392 887;
- k. 4 Cowslip Street Violet Town Pty Limited ACN 639 872 352;
- l. 55 Nolan Street Maryborough Pty Limited ACN 641 392 912;
- m. 89 Betka Road Mallacoota Pty Limited ACN 641 393 179;
- n. 9 Gregory Street Ouyen Pty Limited ACN 641 392 707;
- o. 9 Main Street Derrinallum Pty Limited ACN 639 872 736;
- p. Forum Group Financial Services Pty Limited ACN 623 033 705;
- q. 26 Edmonstone Road Pty Limited ACN 622 944 129;
- r. 5 Bulkara Street Pty Limited ACN 630 982 160;
- s. 6 Bulkara Street Pty Limited ACN 639 734 473;
- t. Pankarn Pty Ltd ACN 104 616 051;
- u. 275 High Street Golden Square Pty Ltd ACN 639 870 545;
- v. 22 High Street Rushworth Pty Ltd ACN 641 392 903;
- w. 8-12 Natalia Ave Oakleigh Pty Ltd ACN 643 838 626;
- x. Vintes Qld Pty. Ltd. ACN 624 585 922;
- y. 65 Nelson Street Enterprises Pty. Ltd. ACN 612 614 632;
- z. 193 Carlisle Street Enterprises Pty. Ltd. ACN 612 615 237;
- aa. Vintes No 4 Pty Ltd ACN 639 726 524;
- bb. BV Holdings VT Pty Ltd ACN 639 891 624;
- cc. BV Holdings TD Pty Ltd ACN 639 895 257;



- dd. BV Holdings GS Pty Ltd ACN 640 218 864;
- ee. Vintes Qld No 3 Pty Ltd ACN 640 879 152;
- ff. BV Holdings DB Pty Ltd ACN 641 393 151;
- gg. BV Holdings RW Pty Ltd ACN 641 393 197;
- hh. BV Holdings MB Pty Ltd ACN 641 393 240;
- ii. BV Holdings LB Pty Ltd ACN 641 393 268;
- jj. BV Holdings MC Pty Ltd ACN 641 393 277;
- kk. BV Holdings MW Pty Ltd ACN 641 393 286;
- ll. BV Holdings DN Pty Ltd ACN 639 895 239;
- mm. 308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439;
- nn. 286 Carlisle Street Pty Ltd ACN 610 042 343;
- oo. Thrivi Group Pty Ltd ACN 625 491 858;
- pp. Mangusta (Vic) Pty. Ltd. ACN 631 520 682;
- qq. San Pel One Pty LTD ACN 651 919 265; and
- rr. San Pel Two Pty Ltd ACN 651 927 356;

(B) the following vehicles and vessels:

- a. Vessel "XOXO" Cayman Islands Official Number 734587;
- b. 2018 Porsche Cayenne with VIN WPiZZZ9YZKDA90623
- c. 2014 Alfa Romeo;
- d. 2020 Mini Cooper S with VIN WMWXX920802M95982;
- e. 2008 Ducati 1098R with registration DUCR;
- f. 2020 BMW S1000 with registration EOZ12;
- g. 1957 Chevrolet Bel Air; and
- h. 2019 BRP Can-Am Ryker 600 registration RYKER.

- (b) the value of your assets is the value of the interest you have individually in your assets.

PROVISION OF INFORMATION

(8) Subject to paragraph 9, you must:

- (a) at or before **5pm on 14 July 2021** (or within such further time as the Court may allow) to the best of your ability inform the applicant in writing of all your assets in Australia, giving their value, location and details (including any mortgages,



- charges or other encumbrances to which they are subject) and the extent of your interest in the assets;
- (b) by **5pm on 14 July 2021**, swear and serve on the applicant an affidavit setting out the above information
 - (c) by **5pm on 3 September 2021** (or within such further time as the Court may allow) to the best of your ability, swear and serve on the applicants an affidavit setting out all your assets outside of Australia (**Worldwide Assets**), giving their value, location and details (including any mortgages, charges or other encumbrances to which they are subject) and the extent of your interest in the Worldwide Assets.
- (9) (a) This paragraph (9) applies if you are not a corporation and you wish to object to complying with paragraph 8 on the grounds that some or all of the information required to be disclosed may tend to prove that you:
- (i) have committed an offence against or arising under an Australian law or a law of a foreign country; or
 - (ii) are liable to a civil penalty.
- (b) This paragraph (9) also applies if you are a corporation and all of the persons who are able to comply with paragraph 8 on your behalf and with whom you have been able to communicate, wish to object to your complying with paragraph 8 on the grounds that some or all of the information required to be disclosed may tend to prove that they respectively:
- (i) have committed an offence against or arising under an Australian law or a law of a foreign country; or
 - (ii) are liable to a civil penalty.
- (c) You must:
- (i) disclose so much of the information required to be disclosed to which no objection is taken; and
 - (ii) prepare an affidavit containing so much of the information required to be disclosed to which objection is taken, and deliver it to the Court in a sealed envelope; and
 - (iii) file and serve on each other party a separate affidavit setting out the basis of the objection.

EXCEPTIONS TO THIS ORDER

- (10) This order does not prohibit:
- (a) you paying up to \$5,000 a week on your ordinary living expenses;



- (b) paying \$30,000 per month (up to the sum of \$350,000 unless varied by subsequent order) on your reasonable legal expenses;
- (c) dealing with or disposing of any of your assets in the ordinary and proper course of your business, including paying business expenses bona fide and properly incurred; and
- (d) in relation to matters not falling within (a), (b) or (c), dealing with or disposing of any of your assets in discharging obligations bona fide and properly incurred under a contract entered into before this order was made, provided that before doing so you give the applicant, if possible, at least two working days written notice of the particulars of the obligation.

(10A) This order does not prohibit:

- (a) you from directing Australia and New Zealand Banking Group Limited in respect of the bank account in the name of 65 Nelson St Enterprises Pty Ltd (ACN 612 614 632) as trustee of the 65 Nelson Street Enterprises Trust (ABN 74 545 512 288) (**65 Nelson St Co**) to make payments in respect of bona fide expenses:
 - (i) for weekly wage payments for employees employed by and working in the business operated by 65 Nelson St Co;
 - (ii) lease payments for premises occupied by the business operated by 65 Nelson St Co;
 - (iii) operating expenses incurred by the business operated by 65 Nelson St Co;
- (b) you from directing any financial institution that holds bank accounts for any of the following entities:
 - (i) 23 Margaret Street Pty Limited ACN 623 715 373;
 - (ii) 1160 Glen Huntly Road Pty Limited ACN 639 447 984;
 - (iii) 14 Kirwin Road Morwell Pty Limited ACN 641 402 093;
 - (iv) 64-66 Berkeley St Hawthorn Pty Limited ACN 643 838 662;
 - (v) 14 James Street Pty Limited ACN 638 449 206;
 - (vi) Forum Group Financial Services Pty Ltd ACN 623 033 705;
 - (vii) Canner Investments Pty Limited ACN 624 176 049;
 - (viii) 123 High Street Taradale Pty Limited ACN 639 872 512;
 - (ix) 160 Murray Valley Hwy Lake Boga Pty Limited ACN 641 392 921;
 - (x) 31 Ellerman Street Dimboola Pty Limited ACN 641 392 887;
 - (xi) 4 Cowslip Street Violet Town Pty Limited ACN 639 872 352;



- (xii) 55 Nolan Street Maryborough Pty Limited ACN 641 392 912;
- (xiii) 89 Betka Road Mallacoota Pty Limited ACN 641 393 179;
- (xiv) 9 Gregory Street Ouyen Pty Limited ACN 641 392 707;
- (xv) 9 Main Street Derrinallum Pty Limited ACN 639 872 736;
- (xvi) 26 Edmonstone Road Pty Limited ACN 622 944 129;
- (xvii) 5 Bulkara Street Pty Limited ACN 630 982 160; and
- (xviii) 6 Bulkara Street Pty Limited ACN 639 734 473,

to make payments in respect of bona fide expenses of the following types in relation to properties owned by the entity:

- (xix) repayments of registered mortgages that were in existence before 2 July 2021;
- (xx) land tax;
- (xxi) insurance premiums;
- (xxii) council rates;
- (xxiii) water.

(11) You and the applicant may agree in writing that the exceptions in the preceding paragraph are to be varied. In that case the applicant or you must as soon as practicable file with the Court and serve on the other a minute of a proposed consent order recording the variation signed by or on behalf of the applicant and you, and the Court may order that the exceptions are varied accordingly.

(12) (a) This order will cease to have effect if you:

- (i) pay the sum of AUD\$253,766,555.76 and NZD\$44,097,969 into Court; or
- (ii) pay that sum into a joint bank account in the name of your lawyer and the lawyer for the applicant as agreed in writing between them; or
- (iii) provide security in that sum by a method agreed in writing with the applicant to be held subject to the order of the Court.

(b) Any such payment and any such security will not provide the applicant with any priority over your other creditors in the event of your insolvency.

(c) If this order ceases to have effect pursuant 12(a) above, you must as soon as practicable file with the Court and serve on the applicant notice of that fact.

COSTS

(13) The costs of this application are reserved to the Court hearing the application on the Return Date.



PERSONS OTHER THAN YOU AND THE APPLICANT

(14) Set off by banks

This order does not prevent any bank from exercising any right of set off it has in respect of any facility which it gave you before it was notified of this order.

(15) Bank withdrawals by you

No bank need inquire as to the application or proposed application of any money withdrawn by you if the withdrawal appears to be permitted by this order.

(16) Persons outside Australia

- (a) Except as provided in subparagraph (b) below, the terms of this order do not affect or concern anyone outside Australia.
- (b) The terms of this order will affect the following persons outside Australia:
 - (i) you and your directors, officers, employees and agents (except banks and financial institutions);
 - (ii) any person (including a bank or financial institution) who:
 - (A) is subject to the jurisdiction of this Court; and
 - (B) has been given written notice of this order, or has actual knowledge of the substance of the order and of its requirements; and
 - (C) is able to prevent or impede acts or omissions outside Australia which constitute or assist in a disobedience of the terms of this order; and
 - (iii) any other person (including a bank or financial institution), only to the extent that this order is declared enforceable by or is enforced by a court in a country or state that has jurisdiction over that person or over any of that person's assets.

(17) Assets located outside Australia

Nothing in this order shall, in respect of assets located outside Australia, prevent any third party from complying or acting in conformity with what it reasonably believes to be its bona fide and properly incurred legal obligations, whether contractual or pursuant to a court order or otherwise, under the law of the country or state in which those assets are situated or under the proper law of any contract between a third party and you, provided that in the case of any future order of a court of that country or state made on your or the third party's application, reasonable written notice of the making of the application is given to the applicant.



SCHEDULE A

UNDERTAKINGS GIVEN TO THE COURT BY THE APPLICANT

- (1) The applicant undertakes to submit to such order (if any) as the Court may consider to be just for the payment of compensation (to be assessed by the Court or as it may direct) to any person (whether or not a party) affected by the operation of the order.
- (2) As soon as practicable, the applicant will file and serve upon you copies of:
 - (a) this order;
 - (b) the application for this order for hearing on the return date;
 - (c) the following material in so far as it was relied on by the applicant at the hearing when the order was made:
 - (i) affidavits (or draft affidavits);
 - (ii) exhibits capable of being copied;
 - (iii) any written submission; and
 - (iv) any other document that was provided to the Court.
 - (d) a transcript, or, if none is available, a note, of any exclusively oral allegation of fact that was made and of any exclusively oral submission that was put, to the Court;
 - (e) the originating process.
- (3) As soon as practicable, the applicant will cause anyone notified of this order to be given a copy of it.
- (4) The applicant will pay the reasonable costs of anyone other than you and the respondents which have been incurred as a result of this order, including the costs of finding out whether that person holds any of your assets.
- (5) If this order ceases to have effect the applicant will promptly take all reasonable steps to inform in writing anyone who has been notified of this order, or who the applicant has reasonable grounds for supposing may act upon this order, that it has ceased to have effect.
- (6) The applicant will not, without leave of the Court, use any information obtained as a result of this order for the purpose of any civil or criminal proceedings, either in or outside Australia, other than this proceeding except for the purposes of any police, regulatory authority or prudential disclosure.
- (7) The applicant will not, without leave of the Court, seek to enforce this order in any country outside Australia or seek in any country outside Australia an order of a similar nature or an order conferring a charge or other security against you or your assets.



SCHEDULE B

AFFIDAVITS RELIED ON

Name of deponent

- (1) Geoffrey Keith Anderson
- (2) Nicholas Anthony O'Brien
- (3) Caitlin Maria Murray

Date affidavit made

28 June 2021; 8 July 2021
27 June 2021; 1 July 2021
28 June 2021; 2 July 2021;
7 July 2021; 8 July 2021; 12
July 2021; 14 July 2021; 15
July 2021; 25 August 2021

NAME AND ADDRESS OF APPLICANTS' LAWYERS

The Applicants' lawyers are:

MinterEllison
Governor Macquarie Tower
Level 40, 1 Farrer Place
Sydney NSW 2000

Attention: Caitlin Murray
caitlin.murray@minterellison.com ; T +61 2 9921 8514 ; M +61 422 977 971 ; +61 2 9921
8123 ref: CMM:1353397



Schedule

No: NSD616/2021

Federal Court of Australia
District Registry: New South Wales
Division: General

Applicants

First Applicant Westpac Banking Corporation ABN 33 007 457 141
Second Applicant Westpac New Zealand Limited (company registration
number company number 1763882)

Respondents

First Respondent: Forum Finance Pty Limited (in liquidation) ACN 153 301
172
Second Respondent: Basile Papadimitriou
Third Respondent: Vincenzo Frank Tesoriero
Fourth Respondent: Forum Group Financial Services Pty Ltd (provisional
liquidators appointed) ACN 623 033 705
Fifth Respondent: Forum Group Pty Ltd (Receivers Appointed) (in liquidation)
ACN 153 336 997
Sixth Respondent: Forum Enviro Pty Ltd (provisional liquidators appointed)
ACN 168 709 840
Seventh Respondent: Forum Enviro (Aust) Pty Ltd (provisional liquidators
appointed) ACN 607 484 364
Eighth Respondent: 64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662
Ninth Respondent: 14 James Street Pty Ltd (in liquidation) ACN 638 449 206
Tenth Respondent: 26 Edmonstone Road Pty Ltd (in liquidation) ACN 622 944
129
Eleventh Respondent: 5 Bulkara Street Pty Ltd (in liquidation) ACN 630 982 160
Twelfth Respondent: 6 Bulkara Street Pty Ltd (in liquidation) ACN 639 734 473
Thirteenth Respondent: 23 Margaret Street Pty Ltd ACN 623 715 373
Fourteenth Respondent: 1160 Glen Huntly Road Pty Ltd ACN 639 447 984



Fifteenth Respondent: 14 Kirwin Road Morwell Pty Ltd ACN 641 402 093
Sixteenth Respondent: Canner Investments Pty Ltd ACN 624 176 049
Seventeenth Respondent: 123 High Street Taradale Pty Ltd ACN 639 872 512
Eighteenth Respondent: 160 Murray Valley Hwy Lake Boga Pty Ltd ACN 641 392
921
Nineteenth Respondent: 31 Ellerman Street Dimboola Pty Ltd ACN 641 392 887
Twentieth Respondent: 4 Cowslip Street Violet Town Pty Ltd ACN 639 872 352
Twenty-First Respondent: 55 Nolan Street Maryborough Pty Ltd ACN 641 392 912
Twenty-Second Respondent: 89 Betka Road Mallacoota Pty Ltd ACN 641 393 179
Twenty-Third Respondent: 9 Gregory Street Ouyen Pty Ltd ACN 641 392 707
Twenty-Fourth Respondent: 9 Main Street Derrinallum Pty Ltd ACN 639 872 736
Twenty-Fifth Respondent: 286 Carlisle Street Pty Limited ACN 610 042 343
Twenty-Sixth Respondent: 275 High Street Golden Square Pty Ltd ACN 639 870 545
Twenty-Seventh Respondent: Mazcon Investments Hellas IKE
Twenty-Eighth Respondent: Palante Pty Ltd ACN 135 344 151
Twenty-Ninth Respondent: Anastasios Giamouridis

From: Kang, Justin
Sent: Thursday, 16 September 2021 12:13:57 PM
To: Caitlin Murray;Anthony Sommer;Kate Cockburn;Andrew Clarke;michael.hughes@minterellison.com
Cc: Leen, Delano;Canny, Elizabeth;Ramsha Sulaman;Christopher Nehme;Pierre Safi;Roy Hanna
Subject: Vincenzo Tesoriero - proposed payment for legal expenses [IWOV-Documents.FID10220696]
Attachments: 94095440_1_2021 08 27 Freezing order - V Tesoriero.PDF

Dear Colleagues

As you know, we act for National Australia Bank Limited (**NAB**).

We note you act for Westpac Banking Corporation (**Westpac**) which is the applicant under the **attached** freezing orders against Vincenzo Tesoriero.

We have received correspondence from Fortis Law on behalf of Mr Tesoriero foreshadowing that their client will be requesting NAB pay amounts totalling \$66,000 towards Mr Tesoriero's legal expenses for the month of July and August from accounts held in the names of:

- 275 High Street Golden Square Pty Ltd ATF 275 High Street Golden Square Unit Trust;
- 4 Cowslip Street Violet Town Pty Ltd ATF 4 Cowslip Violet Town Unit Trust;
- 9 Main Street Derrinallum Pty Ltd ATF 9 Main Street Derrinallum Unit Trust;
- 123 High Street Taradale Pty Ltd ATF 123 High Street Taradale Unit Trust;
- 89 Betka Road Mallacoota Pty Ltd ATF 89 Betka Road Mallacoota Unit Trust.

Fortis Law have expressed to us the view that such payment is not prohibited under the attached freezing orders, despite the above accounts not being in Mr Tesoriero's name, having regard to:

- (1) paragraph 6 of the freezing orders and specifically the reference to Mr Tesoriero's "assets";
- (2) paragraph 7 of the freezing orders as to what Mr Tesoriero's assets include for the purposes of the freezing orders; and
- (3) paragraph 10(b) of the freezing orders.

As we have discussed with Fortis Law, we are writing to you to request your response as to whether Westpac agrees that payment from the accounts of the above companies towards Mr Tesoriero's legal expenses would not be prohibited under the freezing orders.

Our client proposes to allow such payment to be made if you advise us that your client does so agree.

We have copied Fortis Law with this email.

Regards



Justin Kang

Partner

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20 September 2021

BY EMAIL: justin.kang@dentons.com

Justin Kang
Partner
Dentons
77 Castlereagh Street
Sydney NSW 2000

Dear Mr Kang

Westpac Banking Corporation & Anor v Forum Finance Pty Limited & Ors - Federal Court of Australia Proceeding NSD616/2021 (Proceedings)

We refer to:

- (a) your email of 16 September 2021 (**Your Email**); and
- (b) the worldwide freezing order against Vincenzo Frank Tesoriero (**Mr Tesoriero**) made on 2 July 2021 (as varied on 9 July 2021 and 27 August 2021) in the Proceedings, a copy of which was attached to Your Email (**Freezing Orders**).

As you are aware, paragraph 6 of the Freezing Orders prevents Mr Tesoriero from disposing of, dealing with or diminishing the value of his Australian assets up to the Relevant Amount (as defined in the Freezing Orders). Further, paragraph 7(a)(iii)(A)(h),(k),(m),(o) and (u) of the Freezing Orders provides that for the purposes of the Freezing Orders, Mr Tesoriero's shares in the following companies listed in Your Email:

- (a) 123 High Street Taradale Pty Ltd ACN 639 872 512;
- (b) 4 Cowslip Street Violet Town Pty Ltd ACN 639 872 352;
- (c) 89 Betka Road Mallacoota Pty Ltd ACN 641 393 179;
- (d) 9 Main Street Derrinallum Pty Ltd ACN 639 872 736; and
- (e) 275 High Street Golden Square Pty Ltd ACN 639 870 545,

(together, the **Relevant Companies**),

form part of his identified Australian assets. As your client would be aware, Mr Tesoriero is the director and shareholder of the Relevant Companies.

We note that the Freezing Orders are a prohibition with an exception, not a permission. Paragraph 10(b) of the Freezing Orders provides that the Freezing Orders do not prohibit Mr Tesoriero paying \$30,000 per month (up to the sum of \$350,000 unless varied by subsequent order) on his reasonable legal expenses.

Our clients do not accept that the Freezing Orders permit payment of the amount of \$66,000 towards Mr Tesoriero's legal expenses for the months of July and August from accounts held with your client in the names of the Relevant Companies (**Proposed Payments**).

Further, the amount of the Proposed Payments being \$66,000 exceeds the monthly amount of \$30,000 specified in paragraph 10(b).

Our clients do not consider that it would be appropriate that the Proposed Payments be made by the Relevant Companies on account of Mr Tesoriero's legal fees, which is what is being proposed, based upon Your Email.

In light of our clients' proprietary claims against Mr Tesoriero and the Relevant Companies as set out in our clients' amended statement of claim dated 10 August 2021 filed in the Proceedings, our clients' position is that the property of Mr Tesoriero and the Relevant Companies including the funds held in accounts with your client are held on trust for our clients in accordance with the principles set out in *Black v S Freedman & Co* (1910) 12 CLR 105 at 110.

Please could you confirm that your client will not allow the Proposed Payments to be made out the accounts of the Relevant Companies held with your client until we provide an update with respect to any variation orders made with respect to the Freezing Orders. Particularly, we are concerned that no assets of Mr Tesoriero and the Relevant Companies are transferred out of your client's control without our clients' consent or pursuant to an order of the Federal Court of Australia.

We note that Fortis Law, the solicitors acting for Mr Tesoriero and the Relevant Companies, are copied to this correspondence. We have not otherwise received any communication from Fortis Law regarding the Proposed Payments the subject of Your Email.

All of our clients' rights are expressly reserved.

Yours faithfully
MinterEllison



Contact: Anthony Sommer T: +61 2 9921 4182
anthony.sommer@minterellison.com
Partner: Caitlin Murray T: +61 2 9921 4279
OUR REF: 1353397

COPY TO:

Christopher Nehme
Partner
Fortis Law
Level 11, 75 Elizabeth Street
Sydney NSW 2000
cnehme@fortislaw.com.au

From: Sazz Nasimi <Sazz.Nasimi@madgwicks.com.au>

Sent: Tuesday, 21 September 2021 2:16 PM

To: Christopher Nehme <cnehme@fortislaw.com.au>; 'Anthony Sommer' <Anthony.Sommer@minterellison.com>; Sarah Colegrove <scolegrove@fortislaw.com.au>

Cc: Nena Thalib <Nena.Thalib@minterellison.com>; Damien Jones <Damien.Jones@minterellison.com>; Caitlin Murray <Caitlin.Murray@minterellison.com>; Pierre Safi <pjsafi@fortislaw.com.au>; Melissa Passarelli <Melissa.Passarelli@madgwicks.com.au>; Candy Nelson <Candy.Nelson@madgwicks.com.au>

Subject: RE: Tesoriero, Papadimitriou and Forum Finance Pty Ltd ats Westpac Banking Corporation Pty Ltd Federal Court of Australia Proceeding NSD616/2021 [ME-ME.FID6264995]

Dear Colleagues,

We refer to Mr NHEME's email below and confirm its content.

We are in the process of filing our Notice of Appearance and shall serve a copy upon you once filed. We are also making arrangement for the transfer of our client's file from Mr Nehme's office, which we understand shall be undertaken once the issue of unpaid legal fees has been resolved. We note that our client was entitled to a monthly allowance for legal fees under the exclusions stated in the Penal Notice. We are informed by Mr Nehme that our client has not been able to utilise the exclusions due to all his funds and liquid assets being frozen. Accordingly, in order to facilitate an expeditious transfer of the file and to avoid any delays in the progress of this matter, we ask that an agreement be reached with respect to the funds held in trust by Mr Nehme.

We wish to stress that our client is prevented from actively engaging in the proceeding without the Fortis Law file and therefore it's in the interest of all parties the address this issue as soon as possible. Accordingly, we trust that the parties can work together to address this issue without the need to approach the Court.

We also ask that the parties allow our firm some time, once the above issue has been resolved, to familiarise ourselves with the file and get up to speed with the proceeding.

We otherwise look forward to your response and thank you in advance.

Regards

Sazz Nasimi

Partner

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Mackenzie Preston

From: Anthony Sommer <Anthony.Sommer@minterellison.com>
Sent: Tuesday, 28 September 2021 8:26 AM
To: Sazz Nasimi
Cc: Melissa Passarelli; Candy Nelson; Caitlin Murray; Michael Hughes; Kang, Justin; Leen, Delano; Canny, Elizabeth
Subject: Westpac Banking Corporation & Anor v Forum Finance Pty Limited & Ors - Federal Court of Australia Proceeding NSD616/2021 [ME-ME.FID6264995]
Attachments: RE: Vincenzo Tesoriero - proposed payment for legal expenses [IWOV-Documents.FID10220696] [ME-ME.FID6264995]

[WARNING: EXTERNAL SENDER]

Dear Mr Nasimi

We note that your email of 21 September 2021 to us and your clients' former solicitors Fortis Law stated "[your] client was entitled to a monthly allowance for legal fees under the exclusions stated in the Penal Notice. [You] are informed by Mr Nehme that [your] client has not been able to utilise the exclusions due to all his funds and liquid assets being frozen."

We refer you to our attached letter of 20 September 2021 to Dentons on behalf of National Australia Bank Limited (NAB), a copy of which was sent to Fortis Law (Our Letter), and the email of 16 September 2021 from Dentons to which Our Letter responds. Capitalised terms used below have the same meaning given in Our Letter.

We note that we have not received a response to Our Letter, nor have we received any correspondence from you or Fortis Law on behalf of your client in relation to Our Letter. Our clients remain concerned about the Proposed Payments, for the reasons identified in Our Letter. However, we think it appropriate to make the following clear.

Our clients accept that their consent is not required to the Proposed Payments within the exception for legal costs in paragraph 10(b) of the Freezing Orders, although they reserve their right to seek to vary the Freezing Orders in the future. We are unsure why our clients' consent was sought.

Our clients do not propose, at least presently and without more information, to consent to the Proposed Payments for three reasons. First, to the extent our clients have a proprietary right to or over the money held by the Relevant Companies, our clients do not consent to any dealing or payment inconsistent with their rights. That is, any payment is made at the risk of the payor, and the payee where on notice of our clients' claim takes subject to that claim. Our clients will not waive those rights. We add that our clients presently do not know whether any moneys held by the Relevant Companies are not the subject of our clients' claims in part as your client has not sought to identify and explain any legitimate source of funds. Second, our clients are concerned that the Proposed Payments by the Relevant Companies are not for a proper corporate purpose and do not propose to consent to the Relevant Companies paying away money for Mr Tesoriero's benefit but not the Relevant Companies' own benefit. Our clients will not give their imprimatur to payments of that character but accept that their consent is not required. Third, the permitted sum under paragraph 10(b) of the Freezing Orders is \$30,000 a month, not \$33,000 a month.

We note that Dentons are copied to this email.

Regards

Anthony Sommer
Senior Associate
T +61 2 9921 4182 M +61 431 058 780
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au.mimecast.com/s/zjSsCp81MZtxo55cxonjQ?domain=minterellison.com/> Follow us on LinkedIn<https://protect-
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Justin Kang
Partner
Dentons
Eora Country
77 Castlereagh Street
SYDNEY NSW 2000

Date: 7 October 2021

File No: 047678
Author: Sazz Nasimi
Partner: Sazz Nasimi

By email: justin.kang@dentons.com

Dear Mr Kang

**Vincenzo Frank Tesoriero & Ors ats Westpac Banking Corporation & Anor
Federal Court of New South Wales No. NSD616 of 2021**

We refer to the above matter and confirm we act for Mr Tesoriero and his related entities referred to collectively as “our client”.

We have now had a chance to examine our client’s files that had been maintained by our predecessors. In so doing we have read and understood the correspondence concerning the funds held in the various bank accounts with the National Australia Bank. As you are aware our client is currently the subject of freezing and penal orders dated 9 July 2021 (**‘Freezing Orders’**). Pursuant to the terms of the Freezing Orders our client is entitled to a sum of \$30,000 per month for legal expenses and a further \$20,000 per month for living expenses. These carve outs form part of the orders, albeit in the form of exceptions and beyond these exceptions no other conditions have been attached to these carve outs. In addition to the above, we would also like to draw your attention to order 15 of the Penal Notice which reads as follows:

15. Bank Withdrawals By You

No bank need inquire as to the application or proposed application of any money withdrawn by you if the withdrawal appears to be permitted by this order.

Accordingly, in circumstances where the Penal Notice is plainly written we struggle to see how it can be argued that the foreshadowed withdrawal is not permitted by this order.

We note that on the last occasion that our client requested the funds held in its NAB accounts, your client sought the consent of Westpac. We wish to stress that the consent of Westpac is not required and this position has been accepted by Westpac itself in their correspondence of 28 September 2021. Further, we expressly prohibit your client from discussing or bringing our client’s request to the attention of Westpac or its representatives. Any discussion with third parties pertaining to our client’s accounts is a breach of his privacy. If you are unsure as to what your client’s obligations are with respect to releasing funds to our client then we suggest that the proper course for you is to make an application to the Court and seek direction or clarification.



MADGWICKS
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Australia
DX 485

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To date, our client has been unable to utilise its funds in a manner permissible under the Penal Notice since July 2021. We have calculated the funds that our client is entitled to, as follows:

	Legal Expenses	Living Expenses	
July	\$30,000	\$20,000	
August	\$30,000	\$20,000	
September	\$30,000	\$20,000	
October	\$30,000	\$20,000	
Total	\$120,000	\$80,000	
		Total Funds	\$200,000

Accordingly, we ask that your client take immediate steps to provide to our client the sum of \$200,000 from its NAB Accounts in the following manner:

For legal expenditure:

Withdrawal from 082-080 448010047 in the sum of \$60,000.

Withdrawal from 082-080 421958540 in the sum of \$60,000.

For personal expenditure:

Withdrawal from 082-080 975544112 in the sum of \$14,000.

Withdrawal from 082-080 178684593 in the sum of \$13,000.

Withdrawal from 082-080 926496249 in the sum of \$12,000.

Withdrawal from 082-080 204569119 in the sum of \$3,000.

Withdrawal from 082-080 777179310 in the sum of \$33,000.

Withdrawal from 082-080 328159963 in the sum of \$3,000.

Withdrawal from 082-080 205665778 in the sum of \$2,000.

We require these funds to be transferred *immediately* into our trust account with the following account particulars:

Madgwicks Trust Account
Westpac Banking Corporation
114 William Street Melbourne
BSB: 033 003 Account No: 256 563
Ref: 047678

In the event that your client does not comply with our client's reasonable and lawful request we have instructions to make an immediate and urgent application to the Court seeking orders to compel your client to do same. Should such an application become necessary, we reserve our client's rights with respect to costs.

Should you have any queries in relation to this letter please contact Sazz Nasimi.

Yours faithfully
MADGWICKS



Sazz Nasimi
Partner

T: 03 9242 4741

E: Sazz.Nasimi@madgwicks.com.au



Melissa Passarelli
Associate

T: 03 9242 4780

E: Melissa.Passarelli@madgwicks.com.au

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Copy to: delano.leen@dentons.com; elizabeth.canny@dentons.com.

From: Kang, Justin <justin.kang@dentons.com>

Sent: Tuesday, 12 October 2021 11:25 AM

To: Melissa Passarelli <Melissa.Passarelli@madgwicks.com.au>

Cc: Sazz Nasimi <Sazz.Nasimi@madgwicks.com.au>; Leen, Delano <delano.leen@dentons.com>; Canny, Elizabeth <elizabeth.canny@dentons.com>

Subject: RE: Vincenzo Frank Tesoriero & Ors ats Westpac Banking Corporation & Anor - NSD616 of 2021 [MADG-CURRENT_MATTERS.18091.047678] [DENTONS-Documents.FID10220696]

Dear Ms Passarelli

We confirm that we act for National Australia Bank Limited (**NAB**) and note you act for Mr Vincenzo Tesoriero.

We refer to your **attached** letter of 7 October 2021.

Your letter states that you require our client to transfer immediately a total of \$200,000 from accounts in the names of various companies into your firm's trust account in respect of Mr Tesoriero's legal and living expenses. We note you have not requested a transfer from, nor are there sufficient funds in, any account held by Mr Tesoriero personally.

For reference, the table below lists the accounts, the account balances and the amounts which your attached letters seeks to have transferred from those accounts to your firm's trust account.

Account No.	Account Name	Current Balance	Withdrawal sought
Ending 6249	9 MAIN STREET DERRINALLUM PTY LTD ATF 9 MAIN STREET DERRINALLUM UNIT TRUST	\$ 12,178.43 (CR)	\$12,000
Ending 0047	275 HIGH STREET GOLDEN SQUARE PTY LTD ATF 275 HIGHSTREET GOLDEN SQUARE UNIT TRU	\$ 72,335.05 (CR)	\$60,000
Ending 4112	123 HIGH STREET TARADALE PTY LTD ATF 123 HIGH STREET TARADALE UNIT TRUST	\$ 14,078.20 (CR)	\$14,000
Ending 8540	4 COWSLIP STREET VIOLET TOWN PTY LTD ATF 4 COWSLIPSTREET VIOLET TOWN UNIT TRUST	\$65,368.91 (CR)	\$60,000
Ending 9310	89 BETKA ROAD MALLACOOTA PTY LTD ATF 89 BETKA ROAD MALLACOOTA UNIT TRU	\$ 33,637.44 (CR)	\$33,000
Ending 4593	23 MARGARET STREET PTY LTD ATF 23 MARGARET STREET TRUST	\$ 13,654.00 (CR)	\$13,000
Ending 9119	CANNER INVESTMENTS PTY LTD	\$ 3,183.61 (CR)	\$3,000
Ending 9963	64-66 BERKELEY ST HAWTHORN PTY LTD ATF 64-66 BERKELEY ST HAWTHORN UNIT TRUST	\$ 3,650.76 (CR)	\$3,000
Ending 5778	1160GLEN HUNTLY ROAD PTY LTD AS TRUSTEE FOR 1160 GLEN HUNTLY ROAD UNIT TRUST	\$ 3,476.72 (CR)	\$2,000
TOTAL		\$221,563.12 (CR)	\$200,000

In response to your letter:

1. NAB is bound to follow the terms of the **attached** freezing orders (**Freezing Orders**) made on the application of Westpac Banking Corporation (**Westpac**) against your client. On the face of things, it is not clear to NAB

that payments for Mr Tesoriero's personal legal and / or living expenses made from accounts held by third parties fall within the Exceptions to the Freezing Orders.

2. With the consent of your clients' previous solicitors, Fortis Law, we wrote by email to Westpac's solicitors Minter Ellison with regard to Mr Tesoriero's then foreshadowed application to withdraw \$66,000 from the first 5 above listed accounts for payment of your client's legal expenses.
3. As you know Minter Ellison have responded that Westpac does not consent to such payment being made from those accounts and does not accept that those payments are permitted by the Freezing Orders – in which regard we refer to:
 - a. Minter Ellison's **attached** email to your firm (copied to us) of 28 September 2021; and
 - b. Minter Ellison's letter of 20 September 2021 to us (copied to Fortis Law) in reply to our above email, attached and referred to in Minter Ellison's above email.
4. In light of Minter Ellison's attached email correspondence and letter, we envisage Westpac (if asked) would adopt the same position with respect to the payments sought in your attached letter.
5. While your attached letter states that you "expressly prohibit" our client from discussing or bringing to Westpac's attention the request for payment of \$200,000 now made in your attached letter:
 - a. Westpac are already aware of your client's earlier above request for payment to be allowed for legal expenses – again, about which we wrote to Minter Ellison with your client's consent through his previous solicitors, Fortis Law;
 - b. you will appreciate that any Court application as to whether the payments now sought are prohibited under the Freezing Orders, would need to be served on or notified to Westpac as an interested party in any event.
6. Respectfully, it is not for our client to attempt to resolve or arbitrate an issue which is clearly one of contention between your client and Westpac as to the scope and effect of the Freezing Orders.
7. If your client contends that the payments requested in your attached letter should be made, then it is incumbent on your client to apply to the Court for appropriate orders and provide NAB with a sealed copy of any varied orders.
8. Pending any Court determination of the issue, our client will not be making the payments sought in your attached letter having regard to the terms of the Freezing Orders and attached correspondence with Westpac's solicitors Minter Ellison.

Regards



Justin Kang

Partner

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DATED

16 December

2019

PLACELEA PTY LTD (ACN 006 289 621)
and
OWNERS CORPORATION PS716735J

to

CONTRACT OF SALE OF REAL ESTATE

PROPERTY:

8-12 NATALIA AVENUE OAKLEIGH SOUTH VICTORIA 3167

and

THAT PART OF THE COMMON PROPERTY THAT IS TO BE TRANSFERRED TO THE PURCHASER AT SETTLEMENT ARISING FROM THE SUBDIVISION AND RE-ALIGNMENT BETWEEN THE COMMON PROPERTY & LOT 1



228 Smith Street
Collingwood Vic 3066

Tel: 03 9945 7999
Fax: 03 9419 3175
Email: steve@gandmlawyers.com.au
Ref: SK:FDP:190144

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address 8-12 Natalia Avenue Oakleigh South Victoria 3167 and part of Common Property on 716735J

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.


The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:



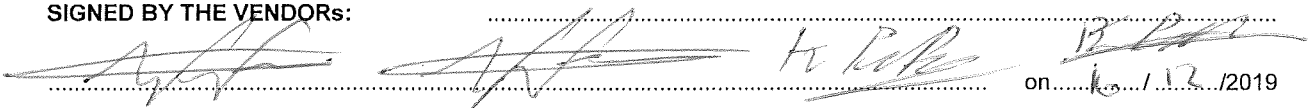
VINCE TESORIERO &/OR NOMINEES on 16/12/2019

Print name(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDORS:



Print name(s) of person(s) signing:

CON PAPASOTIRIOU and DINA PAPASOTIRIOU FOR AND ON BEHALF OF PLACELEA PTY LTD

and

CON PAPASOTIRIOU and DINA PAPASOTIRIOU FOR AND ON BEHALF OF OWNERS CORPORATION PS716735J

State nature of authority, if applicable: Directors

The DAY OF SALE is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

the contract of sale and the day on which you become the registered proprietor of the lot.

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

A substantial period of time may elapse between the day on which you sign

Particulars of Sale

Vendor's estate agent

Name: Buxton Oakleigh (Commercial & Industrial Division)
Address: 21-23 Atherton Rd, Oakleigh VIC 3166

Email: john.servinis@buxton.com.au

Tel: 03 9564 2288 mob: 0418 575 165 Ref: John Servinis

Vendors

PLACELEA PTY LTD ACN 006 289 621

12 Natalia Avenue, Oakleigh South, VIC 3167

and

OWNERS CORPORATION PS716735J

82 Carlisle Crescent Oakleigh VIC 3166

(as at to that part of the common property that is to be transferred to the purchaser at settlement arising from the subdivision and re-alignment between the Common Property & Lot 1)

Vendors' legal practitioner or conveyancer

G & M LAWYERS

Level 1, 228 Smith Street, COLLINGWOOD VIC 3066

PO Box 1175, COLLINGWOOD VIC 3066

Email: steve@gandmlawyers.com.au

Tel: (03) 9945 7999 Mob: Fax: 03 9419 3175 Ref: SK:FDP:190144

Purchaser

Name: VINCENT & FRANK TESORIERO & OR NOMINEES

Address: LVL 5, 141 WALKER ST, NORTH SYDNEY NSW 2060

ABN/ACN:

Email: VTESORIERO@FORUMGROUP.COM.AU

Purchaser's legal practitioner or conveyancer

Email: PRAKASH.PATEL@LATEP.COM.AU

Tel:

Mob: 0411 873 159 Fax:

Ref:

ATT PRAKASH PATEL
SUITE 11, 03 WALKER ST 11 343 LITTLE COLLINGS ST
MELBOURNE 3000

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11936 Folio 432	1	716735J
	(part) Common Property	716735J

The land includes all improvements and fixtures.

Property address

The address of the land is: 8-12 Natalia Avenue Oakleigh South Victoria 3167 including that parcel of the Common Property representing approximately 425 m2 of the Common Property (the "Subdivided Parcel") that will allow and permit the Purchaser to construct those improvements and supporting infrastructure on the Property designated in the Planning Permit No 49429 dated 23 January 2019 issued by the City of Monash for a Two Lot Boundary Re-Alignment - (between Common Property & Lot 1), so that in total the Purchaser shall acquire approximately 10,400 m2 of land, consisting of 9975 m2 of Lot 1 on Plan of Subdivision 716735J and approximately 425m2 of land arising from Subdivision the existing Common Property on Plan of Subdivision 716735J and Re-Alignment between the Common Property & Lot 1, **as per the attached plan referred to also in the Permit Number 49429 dated 23 January 2019**

Payment (general condition 11)

Price \$ 5,860,000

Deposit \$1,172,000

(being an amount equal to **twenty (20 %)** per cent of the purchase price ; the amount equivalent to 10 % of the purchase price must be paid concurrently with delivery by the purchaser to the vendor of this contract executed by the purchaser and the balance 90 days after the day of sale. Notwithstanding anything to the contrary the Purchaser agrees to release the deposit to the Vendor despite the contract containing a condition (if any) enuring for the benefit of the purchaser'. For the avoidance of doubt it is an essential term of the contract that the purchaser not object to the release of the deposit despite the contract containing a condition (if any) enuring for the benefit of the purchaser or provision contained in the *Sale of Land Act (VIC) 1962*

Balance \$ 4,688,000 payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

Plus GST

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 10)

is due on the latter of 230 (equivalent to 7.5 months) from the day of sale

or

14 days after the Vendor has notified the Purchaser in writing of:

- a) **Registration of the Plan of Subdivision of the Common Property (Two Lot Boundary Re-Alignment - between Common Property & Lot 1) referred to in Special Condition 14**

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

C.P C.P
K.P K.P

If 'subject to lease' then particulars of the lease are :

Please see Lease attached to Vendor's Statement.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount

Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

Special conditions

C.P
C.T
K.P
R.P.

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

1A Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

1B Foreign resident capital gains withholding

1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.

1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement and must be given by the vendor to the purchaser not later than five (5) Business Days prior to settlement and unless so given to the Purchaser within the specified period prior to settlement the Purchaser will at settlement be entitled to withhold an amount equal ten (10) percent of the purchase price.

1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

1B.5 The purchaser must:

- engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
- ensure that the representative does so.

1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- promptly provide the vendor with proof of payment; and
- otherwise comply, or ensure compliance with, this special condition; despite
- any contrary instructions, other than from both the purchaser and the vendor; and
- any other provision in this contract to the contrary.

1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

- the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2. Electronic Conveyancing



Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Conduct of Auction

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules. The Purchaser warrants that a copy of the Rules were made available for public inspection a reasonable time before the auction.

4. Section 51 statement

The purchaser acknowledges that, prior to payment of any part of the deposit and prior to the signing of any contract, agreement or document legally binding or intended legally to bind it in respect of this sale:

- 4.1 The vendor's agent, if any, has not made any promise to the purchaser with respect to the obtaining by the purchaser of a loan of money to defray some or all of the costs of purchase by the purchaser of the property; or
- 4.2 If the vendor's agent, if any, has made any promise to the purchaser it has received from the vendor's agent a statement in writing under Section 51 of the Estate Agents Act 1958.

5. Payment of deposit - fundamental term

- 5.1. The purchaser must, and it is a fundamental term of this contract, pay the deposit payable under this contract, when specified in it, and:
 - 5.1.1. If the property is sold at auction and payment of it is made by personal cheque it be honoured on its first representation for payment;
 - 5.1.2. If the property is not sold at auction, by bank cheque;
 - 5.1.3. If otherwise the vendor accepts payment of it by personal cheque it be honoured on its first presentation for payment.
- 5.2. If the purchaser fails to strictly comply with the obligations under the immediately preceding paragraph of this special condition the vendor may, in addition to its rights to rescind this contract pursuant to General Condition 27, at any time, and in its absolute discretion, terminate this contract immediately by giving written notice to the purchaser to that effect.
- 5.3. If this contract is terminated by the vendor pursuant to the immediately preceding sub-clause of this special condition, the purchaser acknowledges that:
 - 5.3.1. The termination will be without prejudice to the vendor's rights against the purchaser under this contract and otherwise at law; and
 - 5.3.2. The vendor will be entitled to re-sell the property to any other party; and
 - 5.3.3. The purchaser waives any right which it may have, other than by reason of this special condition, had against the vendor arising out of such termination.
- 5.4. Time is of the essence in respect of the obligations of the purchaser under the immediately preceding paragraphs of this special condition and, subject to the provision of this special condition, General Condition 27 does not apply in respect of the purchaser's obligation to pay the deposit.

6. Deposit

- 6.1. After the deposit has been received by the vendor's solicitors as stakeholders it may, at the Vendor's absolute discretion, be held in an interest bearing trust account established under the Legal Profession Practice Act 1958.
- 6.2. Any interest accruing on the deposit must be paid to the party ultimately entitled to receive the deposit;
- 6.3. Subject to the provisions contained in the *Sale of Land Act* the purchaser agrees to release the Deposit to the Vendor upon notice in writing of registration of the proposed plan of subdivision PS716735J

7. Corporate purchaser guarantee

If the purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange Limited, a recognised life assurance company or a statutory authority of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia) then the purchaser must contemporaneously with the execution of this contract procure the proper completion and execution of the guarantee annexed to this contract by each of the directors and any ultimate holding company (as defined in the Corporations Act 2001) of that corporation.

8. Transfer delivery time

If the transfer of land document is not delivered to the vendor's solicitors within the time specified in General Condition 6 the vendor, at its option, will not be obliged to settle under this contract until ten (10) days from the date on which the transfer of land document is delivered to the vendor's solicitors and the purchaser shall be deemed to have made default in payment of the residue of the purchase money and shall, at the option of the vendor, pay interest from the date for settlement until the date which is ten (10) days from the date on which the transfer of land document is delivered to the vendor's solicitors.

9. Settlement time

Settlement must take place no later than 3.00 p.m. on the settlement date failing which settlement will be deemed to take place on the next business day and the purchaser will be deemed to have made a default in payment of the residue of the price unless settlement does not take place in accordance with this special condition as a result of a default by the vendor.

10. Condition of Property

- 10.1 The Purchaser agrees that at settlement it will accept the condition of the Property "as is" with no obligation and/or requirement upon the Vendor to remove any goods, chattels and/or materials and rubbish that may be left on the property.
- 10.2 The Vendor does not warrant the suitability of the premises for any purposes including any purposes contemplated by the purchaser.
- 10.3 The Purchaser must make its own enquiries as to the suitability of the Property for any development proposed to be undertaken on the Property.
- 10.4 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

11. Purchaser's Representations

11.1. The Purchaser represents and warrants to the Vendor that:

- 11.1.1 The Purchaser was not induced to enter into this Contract and has not relied upon any statements, representations or warranties by or on behalf of the Vendor about the fitness or suitability for any purpose of the Premises or about any financial return or income to be derived from the Premises:
- 11.1.2 The Purchaser has obtained independent legal advice on and is satisfied about the Purchaser's obligations and rights under this Contract;
- 11.1.3 The Purchaser is satisfied about the nature of the Premises and the purposes for which the Premises may lawfully be used.

12. Settlement place

Settlement must take place at the offices of the vendor's solicitors or at such other place in Melbourne as the vendor's solicitors may direct.

13. Exclusion of representations or warranties

The purchaser acknowledges that:

- 13.1. This contract is the sole repository of the agreement between the parties;
- 13.2. There are no terms, conditions, representations or warranties relating to the sale of the property which have been relied upon by the purchaser entering into this contract other than those included in this contract;
- 13.3. The purchaser has not relied on any information or description of the property or any description of any improvements, chattels, fixtures or fittings on the land contained in any brochure, investment report or advertisement relating to it;
- 13.4. The vendor has not made any representation or warranty that the property is suitable for any purposes which the purchaser may have indicated as its intention to pursue or that any permit of any nature has been obtained or is available from any relevant authority and that in entering into this contract, the purchaser has made its own enquiries and relies entirely on its own judgement.

14. Subdivision of the Common Property and Consolidation

- 14.1 It is a condition precedent to settlement of the sale of the Property that the Vendor use its best endeavours in obtaining planning approval for the subdivision of the Common Property of the Land Parcel referred to as Common Property in Certificate of Title Volume 11936/436 (the "Common Property"), necessary to give efficacy to the Planning Permit No 49429 dated 23 January 2019 issued by the City of Monash (the "Planning Permit") in which a parcel of the Common Property representing approximately 425 square meters of the Common Property (the "Subdivided Parcel") is to be transferred to the Purchaser allowing for the construction of improvements and infrastructure on the Property designated in the Planning Permit to give effect to the two Lot Boundary Re-Alignment - (between Common Property & Lot 1)
- 14.2 The Vendor will use its best endeavours to register as soon as is practicable a plan of subdivision of the Common Property with the Land Titles Office Victoria.
- 14.3 It is acknowledged by the parties that the Common Property is not owned by the Vendor absolutely in its own right but is under the control of the Owners Corporation responsible for the management of the Common Property.

- 14.4 The Vendor warrants that it has the power to direct the Owners Corporation of the Common Property to subdivide the Common Property and sell and transfer that **Subdivided Parcel** of land to the Purchaser.
- 14.4 At settlement the Vendor shall transfer all legal and equitable right title and interest in the **Subdivided Parcel** to the Purchaser free of any encumbrances.
- 14.5 The Purchaser shall not be liable for the costs preparation and registration of the plan of subdivision of the Common Property.
- 14.6 Special conditions 14.1 to 14.5 shall be in construed for the benefit of the purchaser.
- 14.7 Subject to section 9AC of the Sale of Land Act the Vendor may make such alteration to the Plan of Subdivision of the Common Property and Consolidation as may required or necessary or as is required to accord with good surveying practice and all laws and deliver services to each Lot on PS716735J including the Common Property.

15 Demolition and further deposit

- 15.1 As at 90 days from the day of sale the Vendor and upon the Vendor's solicitor receiving as a stakeholder, in trust, the balance of the deposit owing being equivalent to 10 % of the purchase price the Vendor shall grant to the Purchaser a limited licence ("**Licence**") to enter the property and demolish any improvements on the property as permitted by law or planning permit until the date of settlement ("**Licence Period**").
- 15.2 The Purchaser must take out appropriate insurance including workover insurances, to the satisfaction of the Vendor, during the period that it has non-exclusive access to the property under the terms granted to it from the Vendor under the terms of this limited licence agreement and shall indemnify the Vendor against all claims, costs, losses and damages that may arise from act or omission of the Purchaser and or its employees, agents or consultants in carrying those demolition works on the property.
- 15.3 The Purchaser must upon request of the Vendor, provide evidence to Vendor of insurance it has taken in respect of those works it proposes to undertake on the Property during the Licence Period.
- 15.4 The Vendor may, in its absolute discretion, suspend and/or revoke the licence granted to the purchaser pursuant to the terms of this Contract under Special Condition 15, in the event that the purchaser and or its employees, agents or consultants act and/or conducts themselves in a manner that is contrary to the terms of the agreement and/or the intent of the parties in creating this licence.

16 Variation to general conditions

- General Conditions 24.4 – 24.6 each inclusive do not apply to this contract.
- General condition 28.5 has been amended from 10 % to 20 % of the purchase price

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. NOTICES

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of

the notice being given-

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 20% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE & INDEMNITY

THIS GUARANTEE AND INDEMNITY is given on the date set out in Item 1 of the schedule to it ("the schedule") by the guarantors named in Item 2 of the schedule to the vendor named in Item 3 of the schedule.

1. DEFINITIONS

In this guarantee and indemnity unless the context or subject matter or circumstances indicate otherwise:

- 1.1 "guarantors" means and includes the guarantors their legal personal representatives, permitted transferees, assignees, and successors in title;
- 1.2 "contract" means the contract of sale to which this guarantee and indemnity is annexed;
- 1.3 "obligations of the purchaser" means the obligations of the purchaser under the contract;
- 1.4 "purchaser" means the purchaser named in the contract and includes the purchaser its legal personal representatives, permitted transferees, assignees, and successors in title;
- 1.5 "vendor" means the vendor named in the contract and includes the vendor its legal personal representatives, permitted transferees, assignees, and successors in title;

2. INTERPRETATION

In the interpretation of this guarantee and indemnity unless the context otherwise requires:

- 2.1 Words (including defined expressions) importing the singular shall be deemed to include the plural and vice versa;
- 2.2 Words (including defined expressions) importing any gender shall be deemed to include all other genders;
- 2.3 Words (including defined expressions) denoting persons include corporations and vice versa;
- 2.4 Headings are included for convenience only and shall not affect the interpretation of this guarantee and indemnity;
- 2.5 References to a statute, statutory provision or subordinate instrument or any provision thereof shall include any code, statute, statutory provision or subordinate instrument, whether of the same or any other parliament or legislative authority having jurisdiction, which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and subordinate legislation or subordinate instrument made thereunder;
- 2.6 Reference to clauses are references to clauses of this guarantee and indemnity;
- 2.7 References to a schedule are references to a schedule of this Guarantee and Indemnity;
- 2.8 A covenant on the part of two or more persons shall bind them and each of them jointly and severally.

3. GUARANTEE AND INDEMNITY

- 3.1 In consideration of the vendor entering into the contract at the request of the guarantors, the guarantors irrevocably and unconditionally:
 - 3.1.1 Guarantee to the vendor the due and punctual observance and performance of the obligations of the purchaser;
 - 3.1.2 As a separate and independent principal obligation, indemnify and hold the vendor harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the vendor and all actions, proceedings, claims or demands made against the vendor as a result of default by the purchaser in the performance of the obligations of the purchaser or from any such obligations being unenforceable.
- 3.2 The liability of each of the guarantors under this guarantee and indemnity shall not be released or discharged, in whole or in part, by:

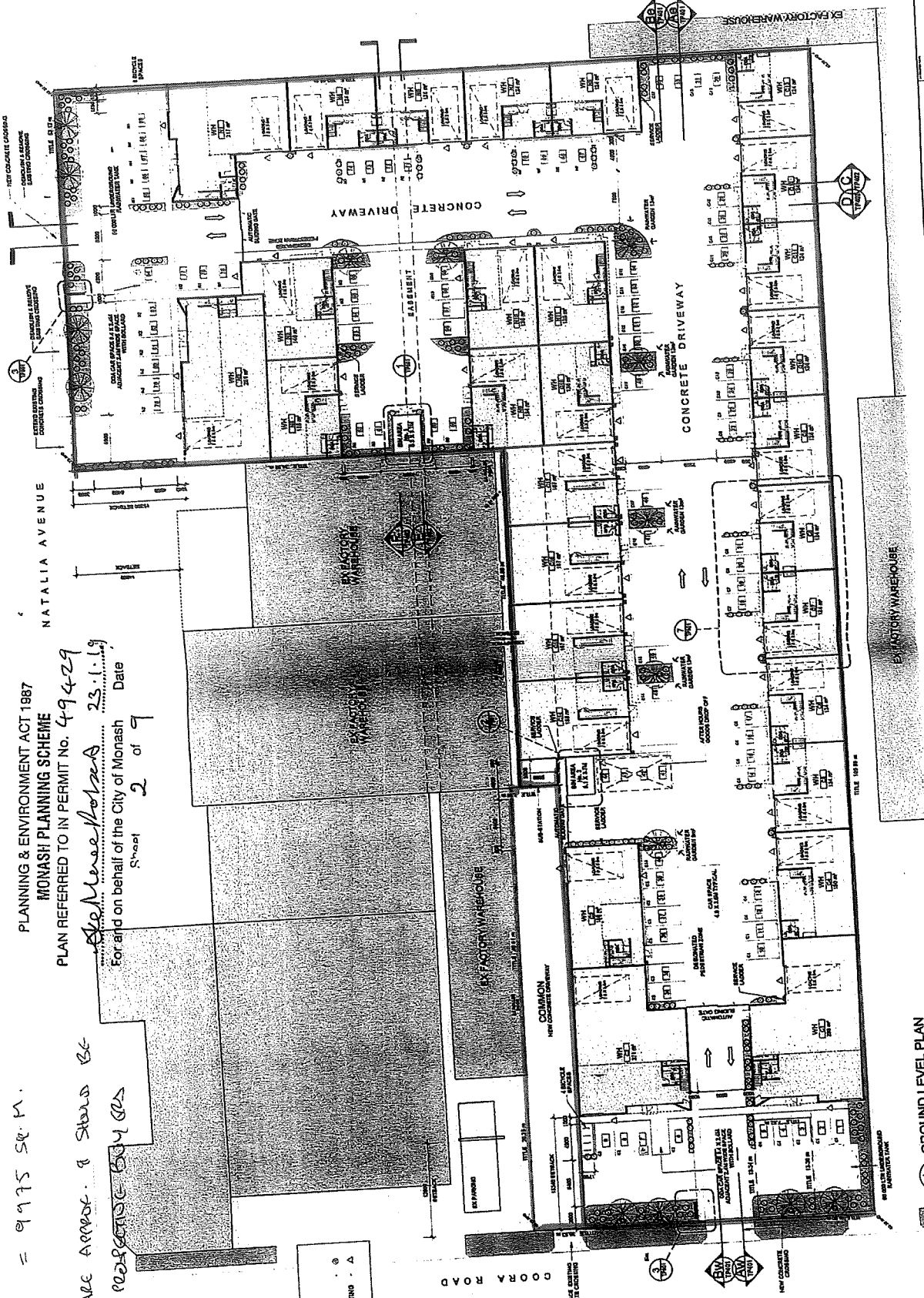
- 3.2.1 Any time, concession, waiver or other indulgence being given by the vendor to the purchaser or any surety for or in relation to the observance of performance of the obligations of the purchaser;
 - 3.2.2 Any variation being made to the terms of the contract or its subsequent termination, otherwise than by the purchaser by due exercise of its rights under the contract;
 - 3.2.3 Any other security or contractual obligations to secure the performance of the obligations of the purchaser being or not being taken, held, renewed, varied or enforced by the vendor or that security being void, defective, informal or unenforceable;
 - 3.2.4 All or any of the obligations of the purchaser being discharged otherwise than by their due performance;
 - 3.2.5 The liquidation, bankruptcy or insolvency of the purchaser or any of the guarantors;
 - 3.2.6 The sale or other disposal of some or all of the shares in the purchaser which are owned by any of the guarantors;
 - 3.2.7 By anything done or omitted to be done by the vendor or by anything else which, under the law relating to sureties, might, but for this clause operate to wholly or partially release or discharge any of the guarantors from their liability;
 - 3.2.8 The failure by any guarantor to execute this guarantee and indemnity.
- 3.3 This guarantee and indemnity is a continuing guarantee and indemnity and shall remain in force until the whole of the obligations of the purchaser have been duly performed and satisfied in full.
- 3.4 The vendor may enforce this guarantee and indemnity without first making any demand or taking any action or proceedings to enforce its rights or remedies against the purchaser.

TOTAL AREA = 10400 SQ M.
 COMMON SPACE = 425 SQ M.
 LOT 1 = 9775 SQ M.

THE AREAS ARE APPROX. & SHOULD BE CHECKED BY PROFESSIONAL BODY ORS

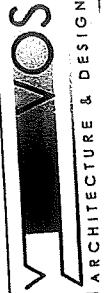
PLANNING & ENVIRONMENT ACT 1987
 MONASH PLANNING SCHEME

PLAN REFERRED TO IN PERMIT NO. 49429
 For and on behalf of the City of Monash
 Date 23.1.19
 Sheet 2 of 9



1 GROUND LEVEL PLAN
 SCALE 1:250

PRIME COMMERCIAL AND INDUSTRIAL DEVELOPMENTS PTY LTD
 WAREHOUSE DEVELOPMENT



GROUND LEVEL PLAN


John Voss, Director
 1055/507 architecture.com.au
 www.vossarchitecture.com.au
 Architect Reg No. 16337
 BULLEEN, VIC 3103
 TP201

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	8-12 Natalia Avenue, Oakleigh 3166 including part of Common Property on PS716735J	
Vendor's name	Placelea Pty Ltd ACN 006 289 621	Date 15/06/19.
Vendor's signature	Steve Katsimadakos Solicitor for and on behalf of the Vendor pursuant to POA dated 15 June 2019, see attached	
Purchaser's name	VINCE TESORIERO	Date 16/12/20
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Are contained in the attached certificate/s.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not applicable

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Not applicable

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Are contained in the attached certificate.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

- (a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision – to be provided in relation to the Common Property

11. This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed. **DISCLOSURE OF ENERGY INFORMATION**

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

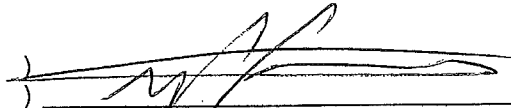
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GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is made on the 15th day of June 2019 by **CON PAPASOTIROU** of 6 Redpath Close, Oakleigh South, Victoria 3167 in the state of Victoria Under Section 107(1) of the Instruments Act 1958.

1. I APPOINT my Solicitor **STEVE KATSIMADAKOS** Principal and Partner of G&M Lawyers of Level 1, 228 Smith Street, Collingwood in the state of Victoria to my attorney.
2. Pursuant to the authority of the constitution of the company and/or a resolution of the directors of the company I AUTHORISE my attorney to do on my behalf and exercise my rights and responsibilities in my stead in my capacity as a Director of **PLACELEA PTY LTD (ACN: 006 289 621)** during my absence from 16 June 2019 to 30 September 2019 **SOLELY FOR THE PURPOSE** of matters pertaining to the sale and subdivision of anything and directly and indirectly incidental thereto of the property at 8-12 Natalia Avenue Oakleigh South (including any common property) in the State of Victoria.
3. My attorney can only lawfully act upon my instructions provided that those instructions have been first provided to him to act in writing whether it be electronic transmission or facsimile.

SIGNED SEALED AND DELIVERED
by **CON PAPASOTIROU**


Signature of **CON PAPASOTIROU**


Specimen signature of **STEVE KATSIMADAKOS**

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you.

The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](#) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

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(04/10/2016)

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 11936 FOLIO 432

Security no : 124076595285J
Produced 18/03/2019 10:49 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 716735J.
PARENT TITLE Volume 10003 Folio 304
Created by instrument PS716735J 01/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PLACELEA PTY LTD of 82 CARLISLE CRESCENT OAKLEIGH VIC 3166
PS716735J 01/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK956821R 12/03/2014
NATIONAL AUSTRALIA BANK LTD

COVENANT as to part 1314661

COVENANT as to part 1366753

COVENANT as to part 1397953

COVENANT as to part 1450575

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS716735J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 8-12 NATALIA AVENUE OAKLEIGH SOUTH VIC 3167

ADMINISTRATIVE NOTICES

NIL


eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 01/12/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS716735J

DOCUMENT END

The information supplied by G&M Lawyers has been obtained from GlobalX by agreement between them. The information supplied has been obtained by GlobalX who is licensed by the State to provide this information via LANDATA® System

PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PS 716735 J
<p style="text-align: center;">LOCATION OF LAND</p> PARISH: MORDIALLOC TOWNSHIP: --- SECTION: 2 CROWN ALLOTMENT: 1 (PART) CROWN PORTION: --- TITLE REFERENCE: Vol. 10003 Fol. 304 LAST PLAN REFERENCE: LOT 1 LP 221672 F POSTAL ADDRESS: 12, 12A & 12B NATALIA AVENUE (at time of subdivision) OAKLEIGH SOUTH, 3167 MGA COORDINATES: E 333550 ZONE: 55 (of approx centre of land in plan) N 5801750 GDA 94		Council Name: Monash City Council Council Reference Number: TPS/11746 Planning Permit Reference: TPA/46925 SPEAR Reference Number: S096126H Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Fiona Johnstone for Monash City Council on 05/10/2017 Statement Of Compliance issued: 12/10/2017	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	This is a Spear Plan Building Boundaries are defined by thick continuous lines. <u>Location of Boundaries defined by Buildings</u> Median: Denoted Thus Exterior Face: All Other Boundaries	
Nil	Nil		
NOTATIONS			
DEPTH LIMITATION: DOES NOT APPLY Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) 251 In Proclaimed Survey Area No. --- STAGING This is not a staged subdivision. Planning Permit No.			
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easements and rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan			
Easement Reference	Purpose	Width (metres)	Origin
E-1	DRAINAGE & SEWERAGE	1.83	LP 10114
			Land Benefited/In Favour Of
			ALL LOTS ON LP 10114
 <p>NOBELIUS LAND SURVEYORS P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 Fax 03 5941 7359 mail@nobelius.com.au</p>		Digitally signed by: Timothy Deane Walker (Nobelius Land Surveyors Pty Ltd), Surveyor's Plan Version (B), 10/07/2017, SPEAR Ref: S096126H	
		Sheet 1 of 2 Sheets	
		ORIGINAL SHEET SIZE A3	
		PLAN REGISTERED	
		TIME: 2:01PM	
		DATE: 01/12/17	
		Ethan KAO Assistant Registrar of Titles	

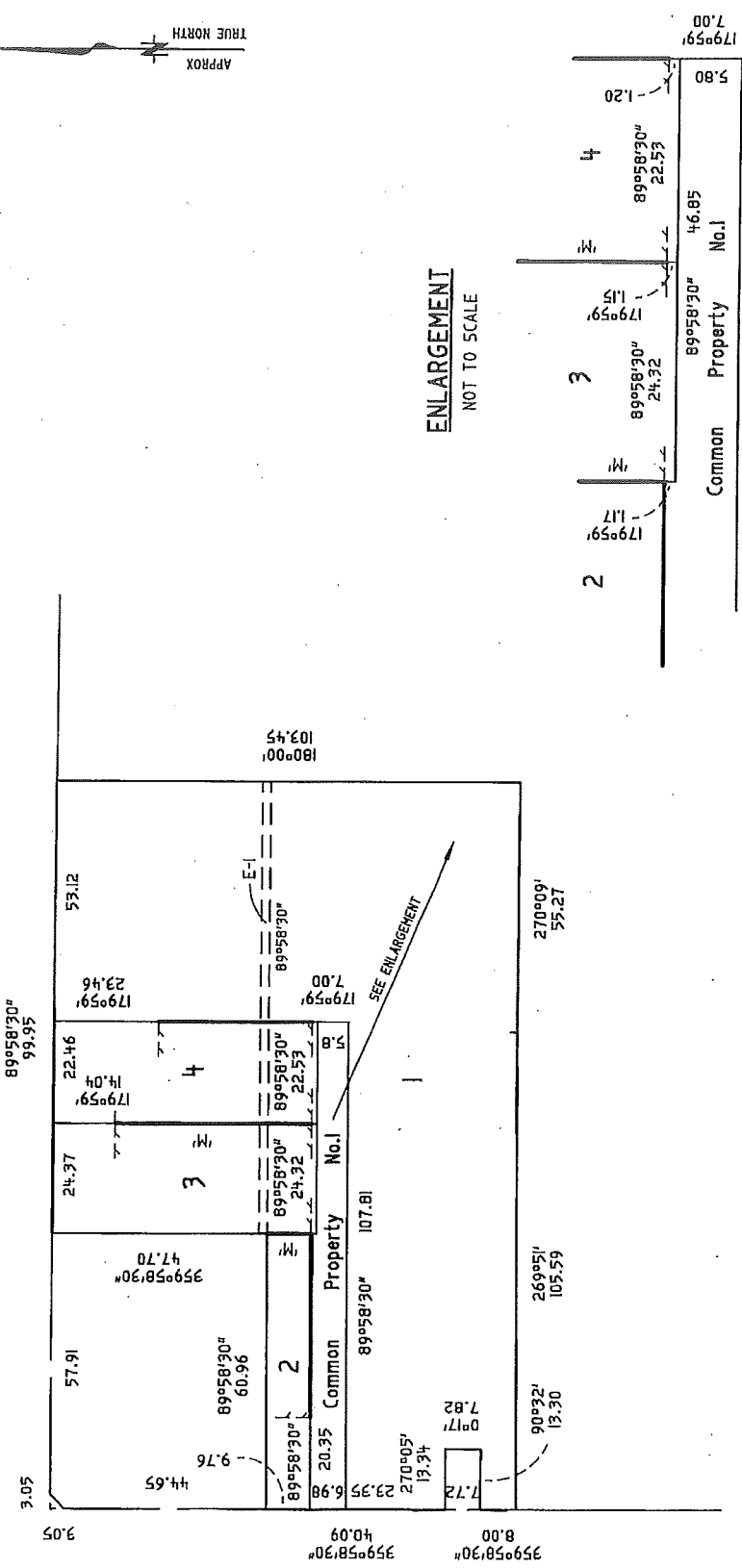
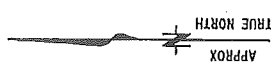
Amended by: Timothy Deane Walker, 30/11/2017.

PS 716735 J

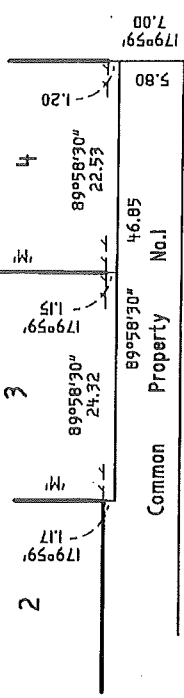
NATALIA AVENUE

ROAD

COORA



ENLARGEMENT
NOT TO SCALE



NOBELIUS LAND SURVEYORS
P.O. BOX 461
PAKENHAM 3810
Ph 03 5941 4112
Fax 03 5941 7359
rob@nobelius.com.au



SCALE
10 0 10 20 30 40
LENGTHS ARE IN METRES

ORIGINAL SCALE 1 : 1000

Digitally signed by: Timothy Deane Walker (Nobellius Land Surveyors Pty Ltd),
Surveyor's Plan Version: (B)
10/07/2017, SPEAR Ref: S098126H

Digitally signed by:
Mensch, City Council,
05/10/2017,
SPEAR Ref: S096126H

Sheet 2
ORIGINAL SHEET SIZE A3

Amended by: Timothy Deane Walker, 30/11/2017.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 18/03/2019 11:10:54 AM

OWNERS CORPORATION 1
PLAN NO. PS716735J

The land in PS716735J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
82 CARLISLE CRESCENT OAKLEIGH VIC 3166

OC037337F 01/12/2017

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC037337F 01/12/2017

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	25	25
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
Total	100.00	100.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan,



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/03/2019 11:10:54 AM

OWNERS CORPORATION 1
PLAN NO. PS716735J

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

<p>274 73</p>	<p>2092331</p>	<p>MULLETT & LANGFORD <i>John A. H. Bull</i></p>
<p><i>Stamp Duty 4-DEC-1928</i></p> <p><i>10/38 Extra Nil 3/2 6.2.29</i></p> <p><i>per Mr. [unclear] 3688 p. 1911</i></p> <p><i>under an acce. the acce. implied no whole the cont. here</i></p> <p><i>John S. 23/1/29</i></p> <p><i>10</i></p> <p><i>10/38 6.2.29</i></p>	<p>FREEHOLD</p> <p>VICTORIA</p> <p>TRANSFER OF LAND</p> <p>1, <u>GEORGE PORTER CATO</u> formerly of Neerim Road, Murrumbidgee but now of "Tosari" Junction Road, Baulkham Hills, Estate Agent being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of Fifty pounds paid to me by <u>HORACE WILLIAM COOK</u> Joiner and <u>HILDA MAY COOK</u> Clerk both of Garinish Road, Clayton <u>DO HEREBY TRANSFER</u> to the said Horace William Cook and Hilda May Cook as tenants in common in equal shares All my estate and interest in <u>ALL THAT</u> piece of land being Lot thirteen on Plan of Subdivision Number 10114 lodged in the Office of Titles being part of Crown Allotment one, Section two, Parish of Mordialloc County of Bourke and being part of the land more particularly described in Certificate of Title entered in the Register Book Volume 3668 Folio 737491 together with all registered and appurtenant easements <u>AND</u> the said Horace William Cook and the said Hilda May Cook do hereby for themselves and each of them, their and each of their respective heirs executors administrators and transferees <u>COVENANT</u> with the said George Porter Cato his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the untransferred land comprised in the said Certificate of Title that the said Horace William Cook and the said Hilda May Cook their and each of their respective heirs executors administrators and transferees will not remove from the said land hereby transferred any sand gravel or clay except for the purpose of building thereon</p> <p><u>DATED</u> the <u>Sixth</u> day of <u>November</u> One thousand nine hundred and twenty-eight.</p> <p><u>SIGNED</u> by the said <u>GEORGE PORTER CATO</u> in New South Wales in the presence of</p> <p><i>[Signature]</i></p>	<p>1397953</p> <p>2 JAN 1929</p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p>IMAGED</p>

SIGNED by the said HORACE WINSTAN
COOK in Victoria in the presence of

H. W. Cook

[Signature]

SIGNED by the said HILDA MAY COOK
in Victoria in the presence of

H. M. Cook

[Signature]

ENCUMBRANCES REFERRED TO

Special Railway Condition contained in Crown Grant to Henry
De Carle and William Jones.

TRANSFER OF LAND.

- to -

G. F. OATTO ESQ.

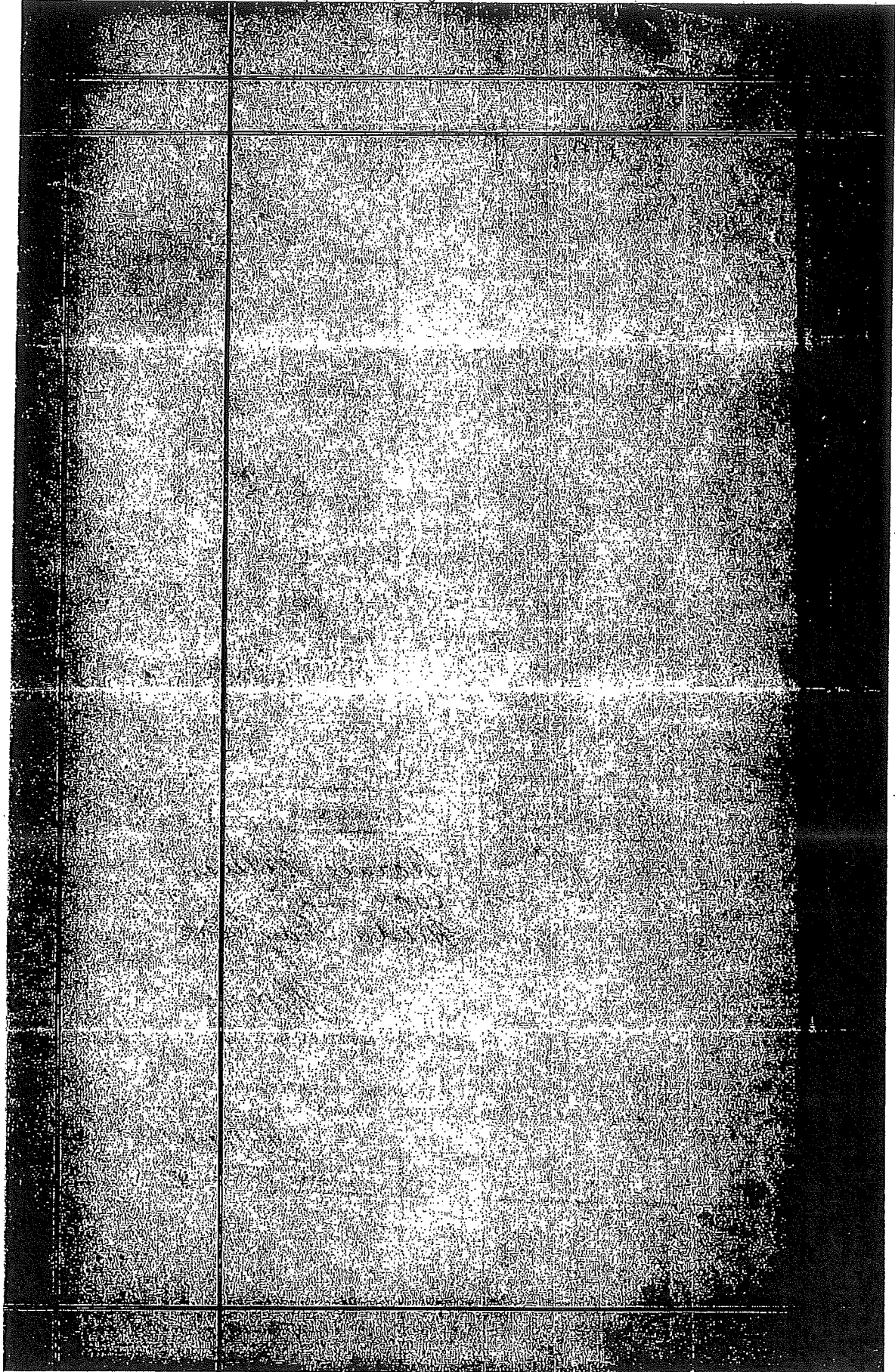
E. W. COOK ESQ. & H. N. COOK

WILLIAMS & HANFORD
Solicitors
325 Collins Street
MELBOURNE

DATED 1928

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT.	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL THEREON
Transfer as to part	12th of January 1929	To Horace William and Hilda May Cook	1391953
<p style="text-align: center;">I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED, AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL 3668. FOL 133491.</p>		<p style="text-align: center;"><i>J. Carruth</i> ASSISTANT REGISTRAR OF TITLES</p> <p style="text-align: center;"><i>J. Carruth</i> ASSISTANT REGISTRAR OF TITLES</p>	



3118030 3118030 1450575

PREEROLL

HENDERSON & BALL
 VICTORIA
 TRANSFER OF LAND

IMAGED

125 MAR 1930

I GEORGE PORTER CATO formerly of Neerim Road Murrumbidgee but now of "Tosari" Junction Road Baulkham Hills Estate Agent being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder, in consideration of the sum of Sixty-two pounds ten shillings paid to me by STANLEY KENNETT of 4 Marne Street Surrey Hills ^{Baulkham Hills} DO HEREBY TRANSFER to the said Stanley Kennett All my estate and interest in ALL THAT piece of Land being Lot twelve on Plan of Subdivision No. 10114 lodged in the Office of Titles being part of Crown Allotment ~~10114~~ Section two Parish of Mordialloc County of Bourke and being a part of the land described in Certificate of Title Volume 3668 Folio 733491 AND the said Stanley Kennett hereby for himself his heirs executors administrators or transferees covenants with the said George Porter Cato his heirs executors or administrators the registered proprietor or proprietors for the time being of the untransferred land comprised in the said Certificate of Title that he the said Stanley Kennett his heirs executors and transferees will not remove from the said Lot any sand gravel or clay except for the purpose of building thereon.

DATED the ^{Fifteenth} day of March One thousand nine hundred and thirty.

SIGNED in New South Wales by the said GEORGE PORTER CATO in the presence of: *G.P. Cato*

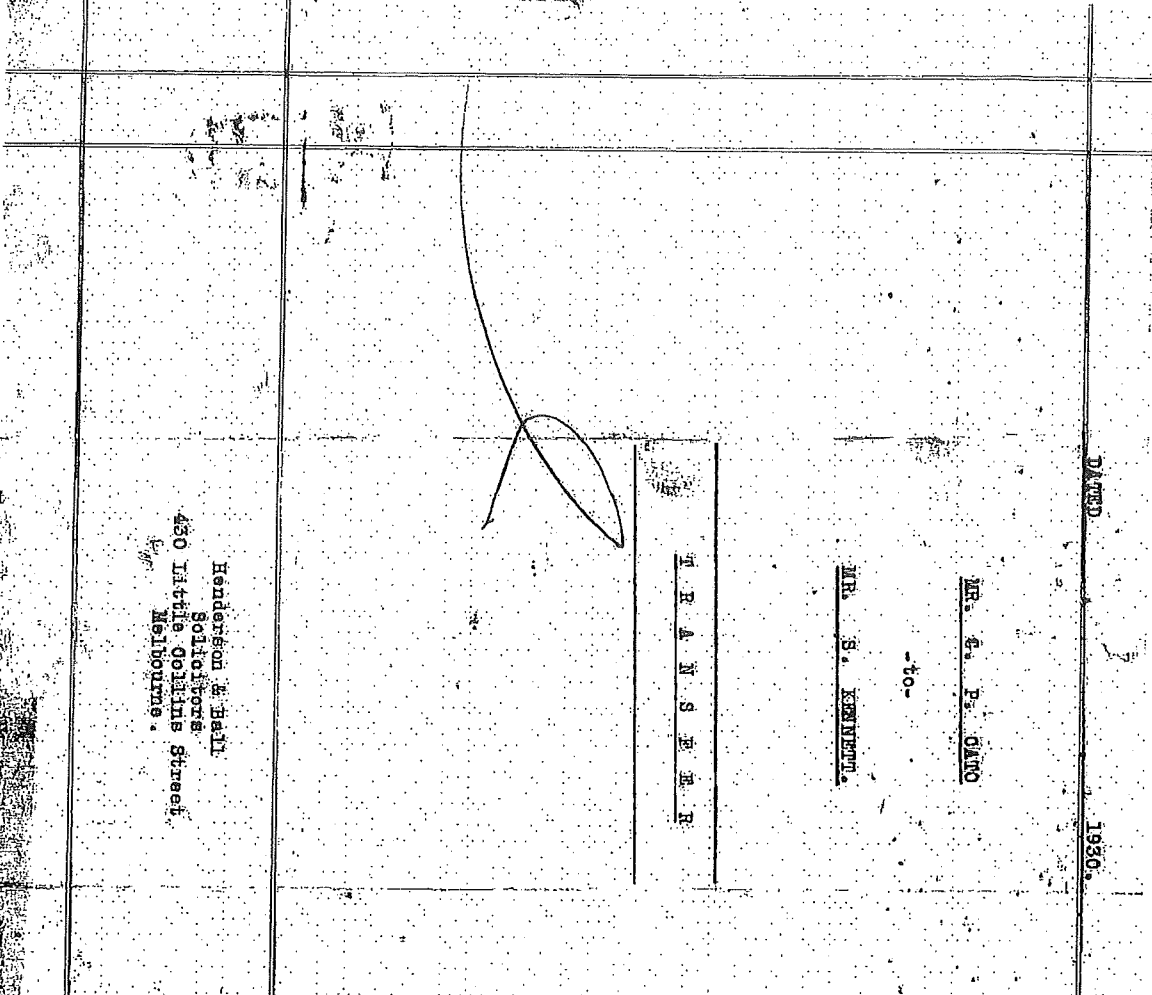
SIGNED in Victoria by the said STANLEY KENNETT in the presence of: *Stanley Kennett*

ENCUMBRANCES REFERRED TO.
 Special railway condition contained in Crown Grants to Henry De Gable and William Jones.
 As to so much of the said Lot as is colored blue on the said Plan of Subdivision. The covenants (if any) affecting the same.

RECEIVED
 HENRY McLEOD
 15-17 WILSON
 COLLECTOR OF REVENUE
 VICTORIA

STAMP DUTY
 18118-1930
 VICTORIA

3118030



MEMORIAL OF INSTRUMENT.

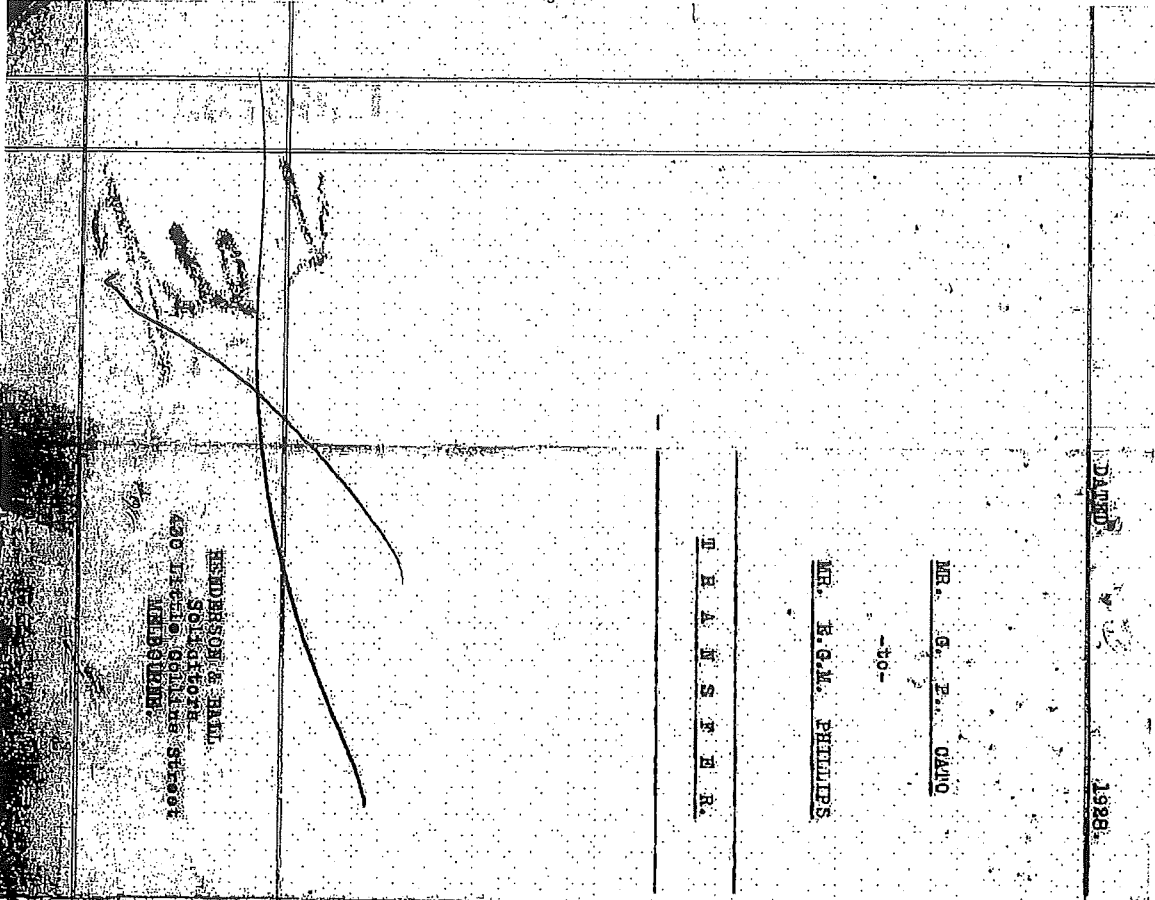
NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	REGISTER OR SERIAL NUMBER
TRANSFER AS TO PART	THE 20 th DAY OF <i>March</i> 1930	TO <i>Stanley Kennett</i>	<i>1450575</i>

10

ASSISTANT REGISTRAR OF TITLES

I Certify THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED, AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL *3660* FOL *733491*.

ASSISTANT REGISTRAR OF TITLES



MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	THE PRODUCT THEREON	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	THE 26 th DAY OF May 1928	To Eric Granville Murray Phillips	1366/53

J. Sparrowell
 ASSISTANT REGISTRAR OF TITLES

I CERTIFY THAT A MEMORIAL OF THE FOREGOING INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL. 3668 FOL. 733491
 4949
 1949/27

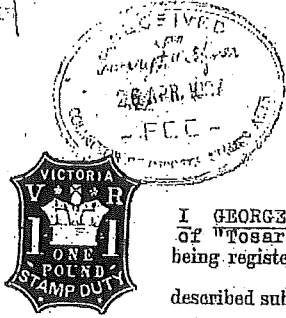
J. Sparrowell
 ASSISTANT REGISTRAR OF TITLES

~~2807502~~ FREEHOLD. 2805630

HENDERSON & BALL
VICTORIA

1314661

TRANSFER OF LAND



C.O.T.
2 MAY 1927

I GEORGE PORTER GATO formerly of Neerim Road Murrumbidgee but now of "Tosari" Junction Road Baulkham Hills Estate Agent being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder, in consideration of the sum of SIXTY TWO POUNDS TEN SHILLINGS paid to me by JOSEPH JAMES BRIGINSHAW of 13 Bridge Street Elsternwick Gentleman

STAMP DUTY
6 APR 1927

DO HEREBY TRANSFER to the said Joseph James Briginshaw

All my estate and interest in All that Piece of land being Lot Eleven on Plan of Subdivision No. 10114 lodged in the Office of Titles being part of Crown Allotment No. Section Two

Parish of Mordialloc County of Bourke and being part of the land described in Certificate of Title Volume 3668 Folio 733491

Together with all registered appurtenant and reserved easements AND the said Joseph James Briginshaw hereby for himself his heirs executors administrators and transferees covenants with the said George Porter Gato his executors or administrators the registered proprietor or proprietor for the time being of the untransferred land comprised in the said Certificate of Title that he the said Joseph James Briginshaw his heirs executors administrators and transferees will not remove from the said land any sand gravel or clay except for the purpose of building thereon.

Dated the Twenty first day of March One thousand nine hundred and twenty-seven.

SIGNED in Victoria by the said GEORGE PORTER GATO

G. Gato

in the presence of Red Wines 3668 Par signed in Victoria by the said JOSEPH JAMES BRIGINSHAW

J. Briginshaw

Joseph J. Briginshaw

in the presence of Efflower Blurb to Henderson & Ball Solrs. Melbourne

IMAGED

ENCUMBRANCES REFERRED TO

Special railway condition contained in Crown Grants to Henry Decarle and William Jones

Note.—The witness may be (within the limits of Victoria) either the Registrar or an Assistant Registrar, or a Barrister, Solicitor, or Clerk to a Solicitor of the Supreme Court, Registrar of County Court, Clerk of Petty Sessions, Town Clerk, Shire Secretary, Postmaster, Postmistress, Justice of the Peace, Head Teacher of State School, Bank Manager, Secretary of Building Society, or Minister of Religion authorized to celebrate marriages within Victoria.

27/5/27
27/4/27
27/5/27



LAND INFORMATION CERTIFICATE

CITY OF MONASH

Local Government Act 1989 - Section 229

Certificate Number 50421

Issued 25-Mar-2019

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council, as at the above date.

This certificate is **not required** to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Property Information

Property Location: 12 Natalia Avenue OAKLEIGH SOUTH VIC 3167

Title Details: PTL 1 LP 221672F Parish of Mordialloc

- Please note that the property, which is the subject of your application for a Land Information Certificate, is presently valued as a Part Lot. A Supplementary Valuation will be returned, when Council receives Titles Office release and a subsequent rate adjustment may be levied.
- Please note that the property which is the subject of your application for a Land Information Certificate is presently part of a subdivision and is not yet separately rated. Accordingly no Certificate can be issued on this property. This Certificate has been issued on the property to be subdivided. As a result of this subdivision, a Supplementary Valuation will be returned in due course and a subsequent rate adjustment may be levied.

Valuation Details

Current level of Value Date: 01-Jan-2018

Valuation Date operative for Rating purposes: 01-Jul-2018

Capital Improved Value:	4,040,000
Site Value:	4,040,000
Net Annual Value:	260,279

This Council uses "Capital Improved Value" of the property for rating purposes.

Due Dates for Payment

1. **Arrears Rates & Charges & Arrears Legal - Immediately - PLEASE NOTE** If this certificate has Arrears Rates & Charges greater than \$100.00 or any Arrears Legal then the owner must contact Australian Receivables Ltd on 1300 303 855 to discuss this debt as further legal action may be pending and additional costs incurred.
2. **Legal/Bank fees/Interest raised current year - Immediately.**
3. **In Full - 15 February 2019.** If amount unpaid after this date refer to point 1 above.
4. **Four Instalments - 1 October 2018, 30 November 2018, 28 February 2019 & 31 May 2019.**
5. **Ten Instalments - Commencing 03 September 2018 ending 03 June 2019.**

Rates & Charges - multiple assessments may apply (see below) for the year ending 30 June 2019

Assessment No. 1774934

Residential/Supplementary Rate	7,095.15
Residential Waste	22.00
Fire Services Levy	3,182.30
Government Rebate-Pension	0.00
Council Rebate-Pension	0.00
Fire Services Rebate-Pension	0.00
Arrears Rates & Charges	B/Fwd 01/07/2018 0.00
Arrears Legal	B/Fwd 01/07/2018 0.00
Interest raised current year on	Arrears Rates & Charges 0.00
Interest raised current year on	Overdue Instals/General/Supp Rates 0.00
Legal/Bank Fees	0.00
Payments	-10,299.45
Overpayments	0.00
Refunds	0.00

BALANCE OWING

Assessment No. 1774934

\$0.00

The Local Government Act 1989, Section 175, requires all arrears/interest/legal fees amounts to be paid in full immediately upon settlement. Section 175 of the Local Government Act 1989 refers to the purchasers' responsibilities for payments upon becoming the owner of the land.

To confirm the amount payable please contact Customer Service on (03) 9518 3555. Please note, overdue amounts continue to accrue interest at 10.00% pa until payment in full is received by Council.

Notices, Orders, Outstanding or Potential Liability/Sub-divisional

A. Potential liability for rates under the Cultural and Recreational Land Act 1963:

- N/A

B. Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989:

- N/A

C. Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958 or 1989:

- Application for subdivision has been received, however, there is no Public Open Space required for this subdivision. Enquiries should be directed to Town Planning on 9518 3463.

D. Monies owed under Section 227 of the Local Government Act 1989:

- N/A

E. Flood levels specified by Council:

- N/A

F. Other Information under Section 229 (3) of the Local Government Act 1989:

- A notice may be/has been served on the owner to clear a potential fire hazard non-compliance with this notice will result in a charge being levied. Council's Local Law No. 3 requires the owners of the land shall keep it free of vegetation and any other materials which are likely to constitute a fire hazard. Enquires to Local Laws on (03) 9518 3555.

IMPORTANT TO NOTE

- Verbal confirmation of any variation to this certificate **will not** be given after 23-Jun-2019. A new certificate **must be** applied for after this date.
- No liability will be accepted for verbal updates given or for any changes that occur after the issue date.
- In all cases Council recommends a new Certificate be applied for to have written updated information.
- Amounts shown as paid on this certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis at 10.00% pa.

I have received the sum of **\$26.30** being the fee for this Certificate.

PLEASE NOTE: The prescribed fee for a Land Information Certificate effective from 1 July 2018 is \$26.30.

PAYMENT OPTIONS:

**Payment can be made direct to Council
by using the payment link and reference/s below:**

<https://www.monash.vic.gov.au/Services/Payments>

Reference: 1774934

Amount: \$0.00

Total: \$0.00

Or via BPay



Bill Code: 1826

Ref: 0001774934 \$0.00

Via internet or phone banking

Margaret D Spowart

MARGARET SPOWART

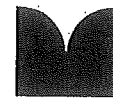
Coordinator Customer Services

Reference No: 31115034-015-2

Landata

GPO Box 527

MELBOURNE VIC 3001



LAND INFORMATION CERTIFICATE

CITY OF MONASH

Local Government Act 1989 - Section 229

Certificate Number 50422

Issued 25-Mar-2019

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council, as at the above date.

This certificate is **not required** to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Property Information

Property Location: 12B Natalia Avenue OAKLEIGH SOUTH VIC 3167

Title Details: PTL 1 LP 221672F Parish of Mordialloc

- Please note that the property, which is the subject of your application for a Land Information Certificate, is presently valued as a Part Lot. A Supplementary Valuation will be returned, when Council receives Titles Office release and a subsequent rate adjustment may be levied.
- Please note that the property which is the subject of your application for a Land Information Certificate is presently part of a subdivision and is not yet separately rated. Accordingly no Certificate can be issued on this property. This Certificate has been issued on the property to be subdivided. As a result of this subdivision, a Supplementary Valuation will be returned in due course and a subsequent rate adjustment may be levied.

Valuation Details

Current level of Value Date:	01-Jan-2018
Valuation Date operative for Rating purposes:	01-Jul-2018
Capital Improved Value:	1,150,000
Site Value:	1,150,000
Net Annual Value:	74,131

This Council uses "Capital Improved Value" of the property for rating purposes.

Due Dates for Payment

1. **Arrears Rates & Charges & Arrears Legal** - Immediately - **PLEASE NOTE** If this certificate has Arrears Rates & Charges greater than \$100.00 or any Arrears Legal then the owner must contact Australian Receivables Ltd on 1300 303 855 to discuss this debt as further legal action may be pending and additional costs incurred.
2. **Legal/Bank fees/Interest raised current year** - Immediately.
3. **In Full** - 15 February 2019. If amount unpaid after this date refer to point 1 above.
4. **Four Instalments** – 1 October 2018, 30 November 2018, 28 February 2019 & 31 May 2019.
5. **Ten Instalments** – Commencing 03 September 2018 ending 03 June 2019.

Rates & Charges – multiple assessments may apply (see below) for the year ending 30 June 2019

Assessment No. 1774942

Residential/Supplementary Rate		2,019.65
Residential Waste		22.00
Fire Services Levy		1,063.95
Government Rebate-Pension		0.00
Council Rebate-Pension		0.00
Fire Services Rebate-Pension		0.00
Arrears Rates & Charges	B/Fwd 01/07/2018	0.00
Arrears Legal	B/Fwd 01/07/2018	0.00
Interest raised current year on	Arrears Rates & Charges	0.00
Interest raised current year on	Overdue Instals/General/Supp Rates	0.00
Legal/Bank Fees		0.00
Payments		-3,105.60
Overpayments		0.00
Refunds		0.00

BALANCE OWING

Assessment No. 1774942

\$0.00

The Local Government Act 1989, Section 175, requires all arrears/interest/legal fees amounts to be paid in full immediately upon settlement. Section 175 of the Local Government Act 1989 refers to the purchasers' responsibilities for payments upon becoming the owner of the land.

To confirm the amount payable please contact Customer Service on (03) 9518 3555. Please note, overdue amounts continue to accrue interest at 10.00% pa until payment in full is received by Council.

Notices, Orders, Outstanding or Potential Liability/Sub-divisional

A. Potential liability for rates under the Cultural and Recreational Land Act 1963:

- N/A

B. Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989:

- N/A

C. Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958 or 1989:

- Application for subdivision has been received, however, there is no Public Open Space required for this subdivision. Enquiries should be directed to Town Planning on 9518 3463.

D. Monies owed under Section 227 of the Local Government Act 1989:

- N/A

E. Flood levels specified by Council:

- N/A

F. Other Information under Section 229 (3) of the Local Government Act 1989:

- A notice may be/have been served on the owner to clear a potential fire hazard non-compliance with this notice will result in a charge being levied. Council's Local Law No. 3 requires the owners of the land shall keep it free of vegetation and any other materials which are likely to constitute a fire hazard. Enquires to Local Laws on (03) 9518 3555.

IMPORTANT TO NOTE

- Verbal confirmation of any variation to this certificate **will not** be given after 23-Jun-2019. A new certificate **must** be applied for after this date.
- No liability will be accepted for verbal updates given or for any changes that occur after the issue date.
- In all cases Council recommends a new Certificate be applied for to have written updated information.
- Amounts shown as paid on this certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis at 10.00% pa.


I have received the sum of **\$26.30** being the fee for this Certificate.

PLEASE NOTE: The prescribed fee for a Land Information Certificate effective from 1 July 2018 is **\$26.30**.

PAYMENT OPTIONS:

<p>Payment can be made direct to Council by using the payment link and reference/s below:</p>
<p>https://www.monash.vic.gov.au/Services/Payments</p>
<p>Reference: 1774942</p>
<p>Amount: \$0.00</p>
<p>Total: \$0.00</p>

Or via BPay

	<p>Biller Code: 1826</p> <p>Ref: 0001774942 \$0.00</p>
---	--

Via internet or phone banking

Margaret Spewart

MARGARET SPOWART
Coordinator Customer Services

Reference No: 31139142-005-7

Landata
GPO Box 527
MELBOURNE VIC 3001



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 18/03/2019 11:10:54 AM

OWNERS CORPORATION 1
PLAN NO. PS716735J

The land in PS716735J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
82 CARLISLE CRESCENT OAKLEIGH VIC 3166

OC037337F 01/12/2017

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC037337F 01/12/2017

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	25	25
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
Total	100.00	100.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan,



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/03/2019 11:10:54 AM

OWNERS CORPORATION 1 PLAN NO. PS716735J
--

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Shirley Luong
Level 1, 228 Smith St
COLLINGWOOD 3066

Client Reference: 190144

NO PROPOSALS. As at the 18th March 2019, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

8-12 NATALIA AVENUE, OAKLEIGH SOUTH 3167
CITY OF MONASH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 18th March 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 31115034 - 31115034104916 '190144'

Your Ref: 31115034-016-9

Our Ref: CERT1 No. 57641

20-Mar-2019

Landata
GPO Box 527
MELBOURNE VIC 3001

PROPERTY: 8-12 Natalia Avenue OAKLEIGH SOUTH VIC 3167

Thank you for your request for property information relating to the above property address.

Occupancy Permits and Certificates of Final Inspection issued in preceding 10 years are as follows:

Building Permit Details:

Permits / Certificates were issued, in the preceding 10 years, on the following date(s):
No Permits or Certificates have been issued.

Notices/Orders

There are no current Notices or Orders issued under the Building Act 1993, Building Regulations 2018, Building Interim Regulations 2017, Building Regulations 2006, Building (Interim) Regulations 2005, or Building Regulations 1994, of which this department is aware.

Smoke Detectors:

All dwellings/units are required to be fitted with self-contained smoke alarms in accordance with Regulation 145 of the Building Regulations 2018.

Swimming Pools & Spas:

The property owner is responsible for providing and maintaining pool/spa barriers in accordance with the Building Regulations 2018. Your pool can be inspected and a Certificate of Compliance issued on request – a fee is applicable. Swimming pools/spas that don't comply may incur a fine and/or a Building Notice.

Part 5 – Siting

Part 5 of the Building Regulations 2018 applies to the construction of a Class 1 or 10 building on this allotment. Scheduled variations to Regulations 74, 75, 76, 77, 79, 80, 86 and 89 apply within the City of Monash.

RICHARD WHITTING

Municipal Building Surveyor

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

574293

APPLICANT'S NAME & ADDRESS

SHIRLEY LUONG C/- GXS
MELBOURNE

VENDOR

PLACELEA PTY LTD

PURCHASER

REFERENCE

190144

This certificate is issued for:

LOT 1 PLAN PS716735, LOT CM1 PLAN PS716735 ALSO KNOWN AS 8 - 12 NATALIA AVENUE OAKLEIGH SOUTH
MONASH CITY

The land is covered by the:

MONASH PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a INDUSTRIAL 1 ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/monash>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

18 March 2019

Hon. Richard Wynne MP
Minister for Planning

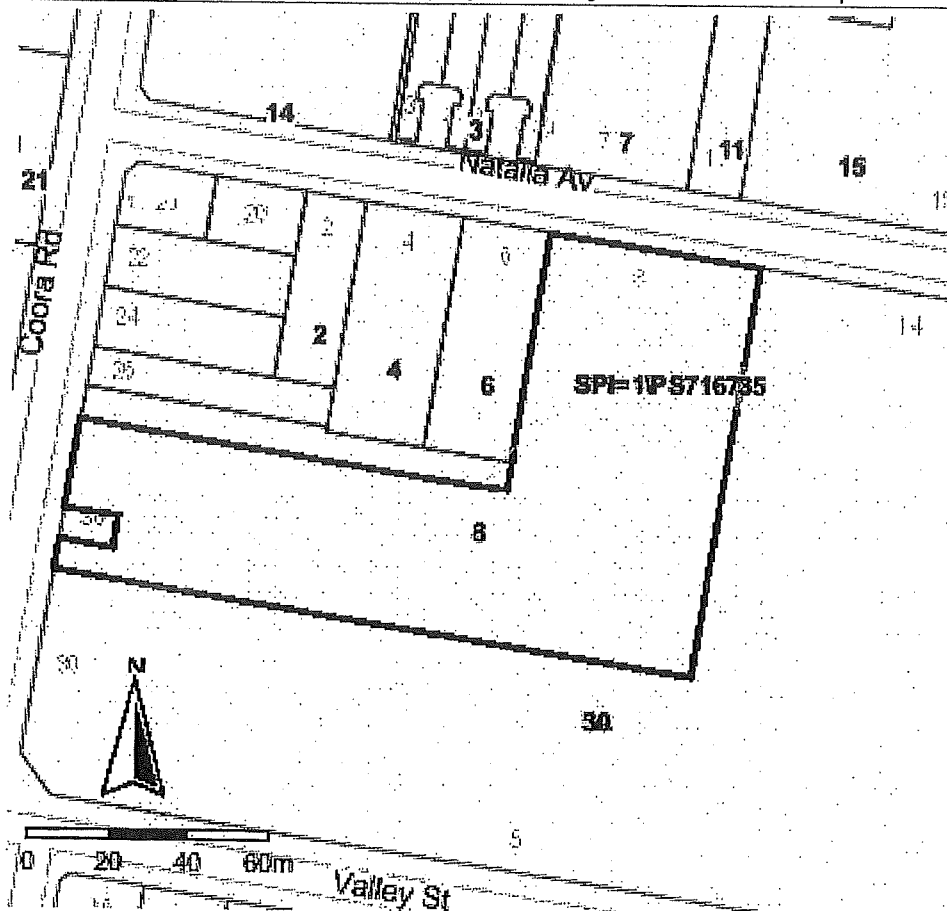


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



Land Tax Clearance Certificate

Land Tax Act 2005



SHIRLEY LUONG

Your Reference: LD:31115034-018-3.19014

Certificate No: 28980462

Issue Date: 18 MAR 2019

Enquiries: ESYSPROD

Land Address: 8-12 NATALIA AVENUE OAKLEIGH SOUTH VIC 3167

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44569187	1	716735	11936	432	\$18,562.50

Vendor: PLACELEA PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
PAPASOTIRIOU INVESTMENT TRUST	2019	\$1,297,500	\$18,562.50	\$0.00	\$18,562.50

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$1,297,500
SITE VALUE:	\$1,297,500
AMOUNT PAYABLE:	\$18,562.50

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 28980462

Land ID: 44569187

Amount Payable: \$18,562.50

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0001856250<0001856250>028980462000<028980462000>424<424>

Notes to certificates under Section 105 of the Land Tax Act 2005



Certificate No: 28980462

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$5,355.00

Taxable Value = \$1,297,500

Calculated as \$2,975 plus (\$1,297,500 - \$1,000,000)
multiplied by 0.800 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

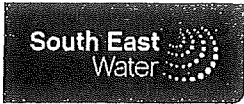
Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificates are available via the SRO website www.sro.vic.gov.au/certificates



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Shirley Luong
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 NATALIA AVENUE OAKLEIGH
SOUTH 3167
1 PS 716735

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
27D//07251/00018	LANDATA CER 31115034-027-5	18 MAR 2019	33353023

1. Statement of Fees Imposed

(a) By Other Authorities

(b) By South East Water

TOTAL UNPAID BALANCE \$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect#/order/info/update>
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following: Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

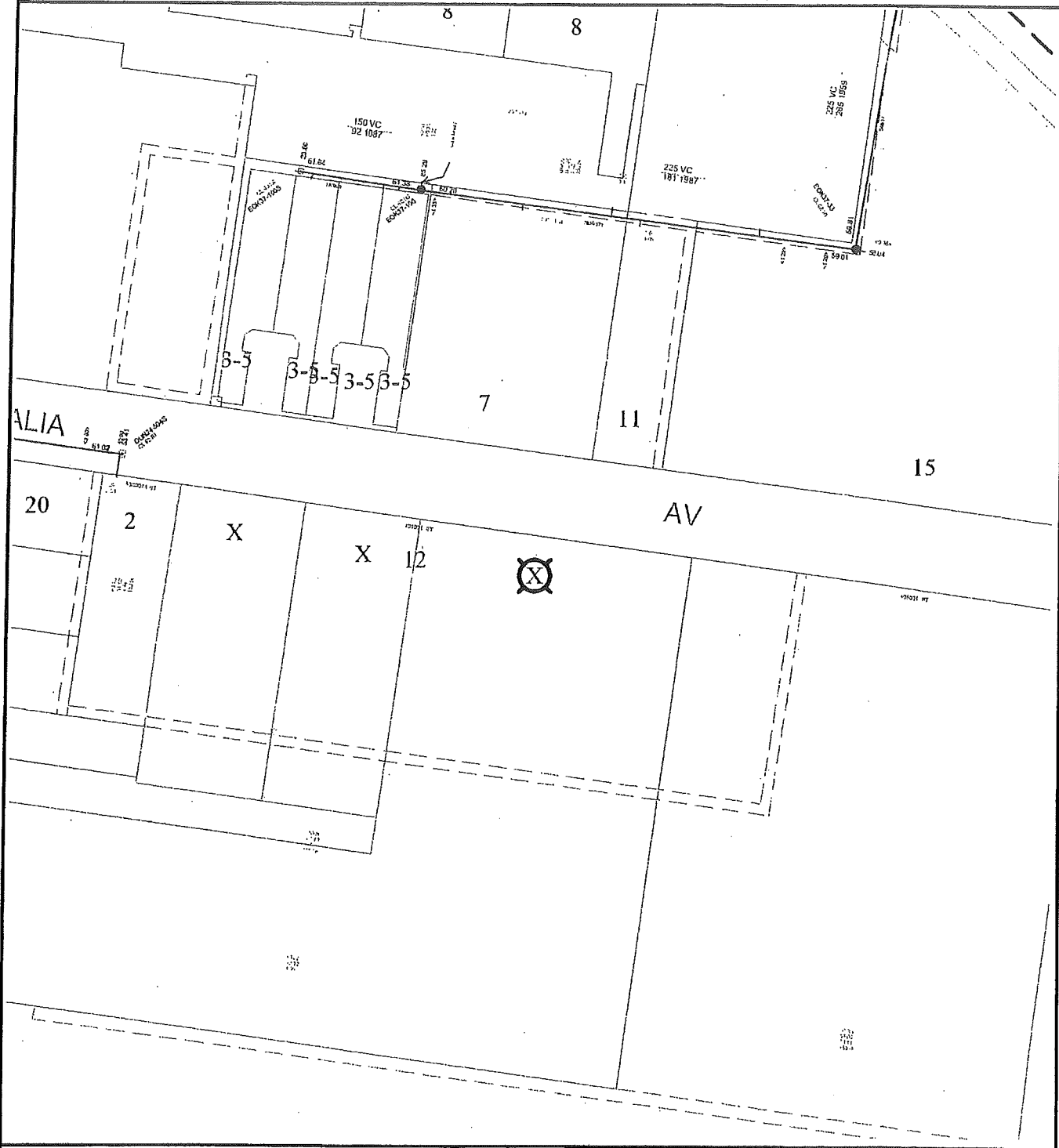
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 33353023



Date: 18MARCH2019



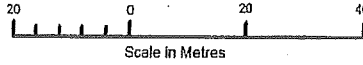
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

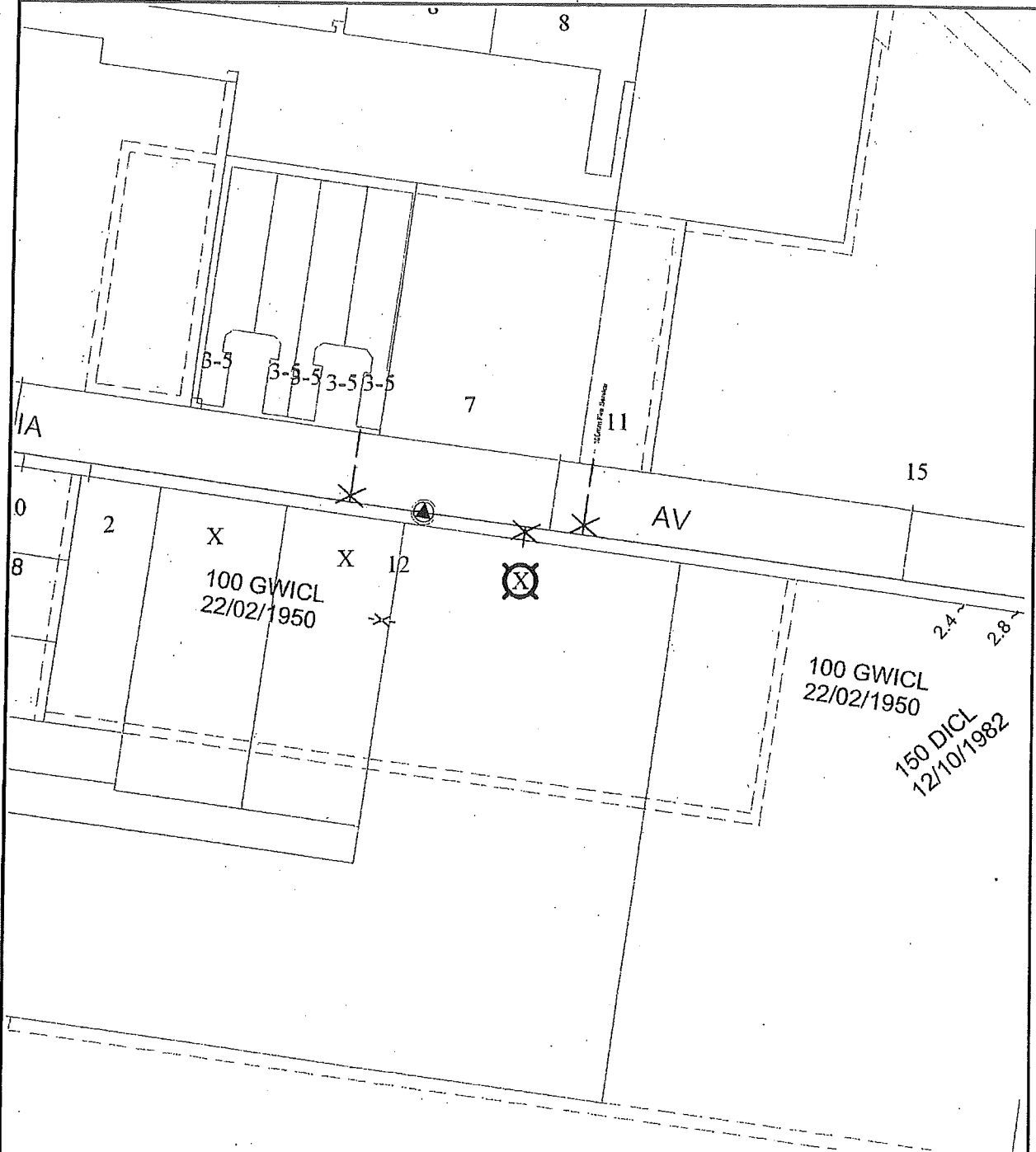
ASSET INFORMATION - WATER

Property: Lot 1 LOT 1 NATALIA AVENUE OAKLEIGH SOUTH 3167

Case Number: 33353023



Date: 18MARCH2019



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Water Main Valve	Fireplug/Washout
Easement	Water Main 100 DICL 26.9.1975	~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

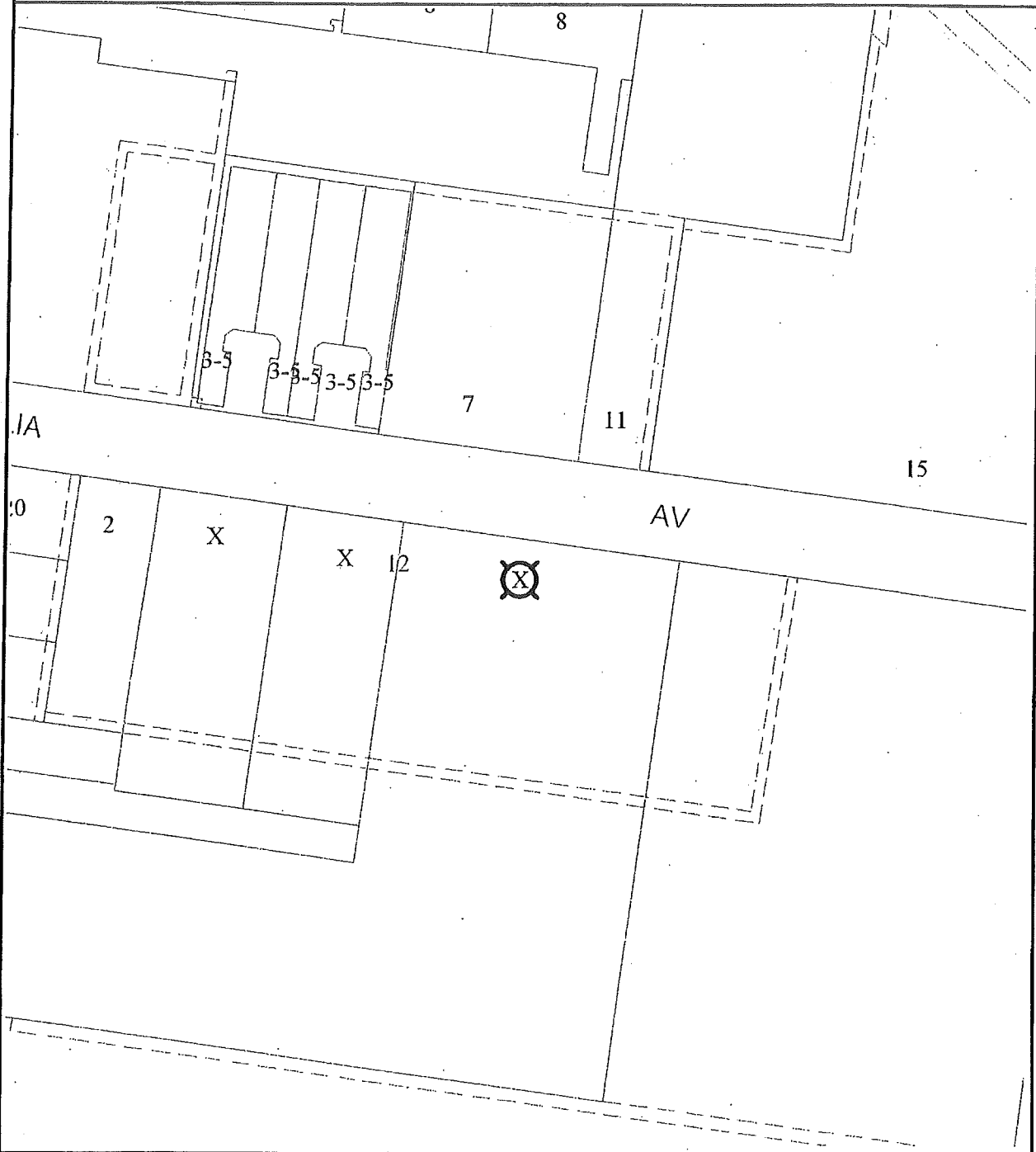
Property: Lot 1 LOT 1 NATALIA AVENUE OAKLEIGH SOUTH 3167



Case Number: 33353023



Date: 18MARCH2019



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main	~ 1.0 Offset from Boundary

Your Ref: 31115034-016-9

Our Ref: CERT1 No. 57641

20-Mar-2019

Landata
GPO Box 527
MELBOURNE VIC 3001

PROPERTY: 8-12 Natalia Avenue OAKLEIGH SOUTH VIC 3167

Thank you for your request for property information relating to the above property address.

Occupancy Permits and Certificates of Final Inspection issued in preceding 10 years are as follows:

Building Permit Details:

Permits / Certificates were issued, in the preceding 10 years, on the following date(s):
No Permits or Certificates have been issued.

Notices/Orders

There are no current Notices or Orders issued under the Building Act 1993, Building Regulations 2018, Building Interim Regulations 2017, Building Regulations 2006, Building (Interim) Regulations 2005, or Building Regulations 1994, of which this department is aware.

Smoke Detectors:

All dwellings/units are required to be fitted with self-contained smoke alarms in accordance with Regulation 145 of the Building Regulations 2018.

Swimming Pools & Spas:

The property owner is responsible for providing and maintaining pool/spa barriers in accordance with the Building Regulations 2018. Your pool can be inspected and a Certificate of Compliance issued on request – a fee is applicable. Swimming pools/spas that don't comply may incur a fine and/or a Building Notice.

Part 5 – Siting

Part 5 of the Building Regulations 2018 applies to the construction of a Class 1 or 10 building on this allotment. Scheduled variations to Regulations 74, 75, 76, 77, 79, 80, 86 and 89 apply within the City of Monash.

RICHARD WHITTING

Municipal Building Surveyor



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Shirley Luong
Level 1, 228 Smith St
COLLINGWOOD 3066

Client Reference: 190144

NO PROPOSALS. As at the 18th March 2019, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

8-12 NATALIA AVENUE, OAKLEIGH SOUTH 3167
CITY OF MONASH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 18th March 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 31115034 - 31115034104916 '190144'

Land Tax Clearance Certificate

Land Tax Act 2005



SHIRLEY LUONG

Your Reference: LD:31115034-018-3.19014
Certificate No: 28980462
Issue Date: 18 MAR 2019
Enquiries: ESYSPROD

Land Address: 8 -12 NATALIA AVENUE OAKLEIGH SOUTH VIC 3167

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44569187	1	716735	11936	432	\$18,562.50

Vendor: PLACELEA PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
PAPASOTRIOU INVESTMENT TRUST	2019	\$1,297,500	\$18,562.50	\$0.00	\$18,562.50

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$1,297,500
SITE VALUE:	\$1,297,500
AMOUNT PAYABLE:	\$18,562.50

Land Tax Clearance Certificate - Remittance Advice

Certificate No:	28980462	State Revenue Office
Land ID:	44569187	GPO Box 4376
Amount Payable:	\$18,562.50	MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
 Do not mark below this line.

<0001856250<0001856250>028980462000<028980462000>424<424>

Notes to certificates under Section 105 of the Land Tax Act 2005



Certificate No: 28980462

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$5,355.00

Taxable Value = \$1,297,500

Calculated as \$2,975 plus (\$1,297,500 - \$1,000,000) multiplied by 0.800 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

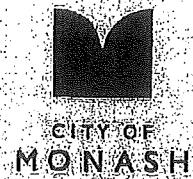
Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificates are available via the SRO website www.sro.vic.gov.au/certificates



Reference: TPA/49429

23 January 2019

Chris Costa
The Costa Group Pty Ltd
204-208 Waverley Rd
MOUNT WAVERLEY VIC 3149

Dear Sir

8-12 NATALIA AVENUE OAKLEIGH SOUTH VIC 3167
PLANNING PERMIT APPLICATION - TPA/49429

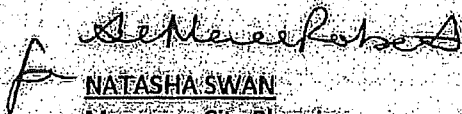
I am pleased to advise that application TPA/49429 for the construction of a warehouse premises including a reduction in the applicable car parking requirement and display of business identification signage has been approved subject to conditions.

The planning permit and an endorsed copy of the plans and Sustainable Management Plan are enclosed.

Your attention is drawn to the conditions of the permit. Please read them carefully.

If you have any questions, please contact Anne Maree Roberts, Senior Statutory Planner, on 9518 3068.

Yours sincerely


NATASHA SWAN
Manager, City Planning

Encls



**PLANNING
PERMIT**

Permit No.: **TPA/49429**
 Planning Scheme: **Monash Planning Scheme**
 Responsible Authority: **Monash City Council**

ADDRESS OF THE LAND

8-12 Natalia Avenue OAKLEIGH SOUTH VIC 3167

THE PERMIT ALLOWS


The construction of a warehouse premises including a reduction in the applicable car parking requirement and display of business identification signage

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

1. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
2. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.
3. The amenity of the area must not be detrimentally affected by the development, through the:
 - (a) transport of materials, goods or commodities to or from the land;
 - (b) appearance of any building, works or materials; and
 - (c) emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
4. No goods must be stored or left exposed outside the building/s so as to be visible from any public road or thoroughfare.
5. No bin or receptacle or any form of rubbish or refuse shall be allowed to remain in view of the public and no odour shall be emitted from any receptacle so as to cause offence to persons outside the land.
6. Adequate provision shall be made for the storage and collection of garbage and other solid wastes and these facilities are to be located on the site to the satisfaction

Page 1 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority: 

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if-
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if-
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if-
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision-
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of appeal exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an application for review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT

No. TPA/49429

of the Responsible Authority.

7. Prior to the commencement of works on the site, the owner shall prepare a Waste Management Plan for the collection and disposal of garbage and recyclables for all uses on the site. The Waste Management Plan shall provide for:
- a) The method of collection of garbage and recyclables for uses;
 - b) Designation of methods of collection including the need to provide for private services or utilisation of council services;
 - c) Appropriate areas of bin storage on site and areas for bin storage on collection days;
 - d) Measures to minimise the impact upon local amenity and on the operation, management and maintenance of car parking areas;
 - e) Litter management.

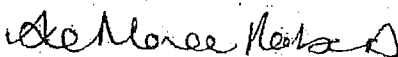
A copy of this plan must be submitted to Council.

8. Concurrent with the endorsement of any plans, a Sustainable Management Plan (SMP) must be submitted to and approved by the Responsible Authority. Upon approval the SMP will be endorsed as part of the planning permit and the development must incorporate the sustainable design initiatives outlined in the SMP to the satisfaction of the Responsible Authority. The report must include, but is not limited to, the following:
- a) Demonstration of how 'best practice' sustainability measures have been addressed, having regard to the relevant aspects of Clause 21.13 of the Planning Scheme.
 - b) Identify relevant statutory obligations, strategic or other documented sustainability targets or performance standards.
 - c) Document the means by which the appropriate target or performance is to be achieved.
 - d) Identify responsibilities and a schedule for implementation, and ongoing management, maintenance and monitoring.
 - e) Demonstrate that the design elements, technologies and operational practices that comprise the SMP can be maintained over time.
 - f) Any relevant requirements of the Condition 1 sub-clauses hereof.

All works must be undertaken in accordance with the endorsed Sustainability Management Plan to the satisfaction of the Responsible Authority. No alterations to the endorsed Sustainable Management Plan may occur without written consent of the Responsible Authority and (to the extent material and necessary) any relevant flow-on changes to the design response must be also incorporated into the endorsed

Page 2 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority: 

PLANNING PERMIT

No. TPA/49429

architectural plans.

9. Prior to the occupation of the development approved under this permit, a report from the author of the endorsed Sustainable Management Plan (or similarly qualified person or company) must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm that (in relation to those relevant completed dwellings ready for occupation) all measures specified in the Sustainable Management Plan have been implemented in accordance with the approved plan.

10. Before the development starts, a construction management plan must be prepared and submitted to the Responsible Authority for approval. Once approved, the plan must be implemented to the satisfaction of the Responsible Authority. The plan must address the following issues:
 - a) measures to control noise, dust and water runoff;
 - b) prevention of silt or other pollutants from entering into the Council's underground drainage system or road network;
 - c) the location of where building materials are to be kept during construction;
 - d) site security;
 - e) maintenance of safe movements of vehicles to and from the site during the construction phase;
 - f) on-site parking of vehicles associated with construction of the development;
 - g) wash down areas for trucks and vehicles associated with construction activities;
 - h) cleaning and maintaining surrounding road surfaces;
 - i) a requirement that construction works must only be carried out during the following hours:
 - Monday to Friday (inclusive) – 7.00am to 6.00pm;
 - Saturday – 9.00am to 1.00pm;
 - Saturday – 1.00pm to 5.00pm (Only activities associated with the erection of buildings. This does not include excavation or the use of heavy machinery).

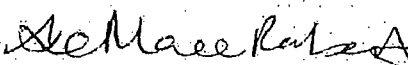
11. No equipment, services, architectural features or structures of any kind, including telecommunication facilities, other than those shown on the endorsed plans shall be permitted above the roof level of the building unless otherwise agreed to in writing by the Responsible Authority.

12. A landscape plan prepared by a Landscape Architect or a suitably qualified or experienced landscape designer, drawn to scale and dimensioned must be

Page 3 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority:



PLANNING PERMIT

No. TPA/49429

submitted to and approved by the Responsible Authority prior to the commencement of any works. The plan must show the proposed landscape treatment of the site including:-

- the location of all existing trees and other vegetation to be retained on site;
- provision of canopy trees with spreading crowns located throughout the site including substantial planting within the front setback;
- planting to soften the appearance of hard surface areas such as driveways and other paved areas;
- a schedule of all proposed trees, shrubs and ground cover, which will include the size of all plants (at planting and at maturity), their location, botanical names and the location of all areas to be covered by grass, lawn, mulch or other surface material;
- the location and details of all fencing;
- the extent of any cut, fill, embankments or retaining walls associated with the landscape treatment of the site;
- details of all proposed hard surface materials including pathways.

When approved the plan will be endorsed and will then form part of the permit.

13. The existing street tree in Coora Road will be removed and replaced by Council at the cost of the developer. Payment of \$11,452.90 is required prior to the commencement of the development. Note – This amount is valid for 6 months from the date of issue of the permit.
14. Before the occupation of the buildings allowed by this permit, landscaping works as shown on the endorsed plans must be completed and maintained to the satisfaction of the Responsible Authority.
15. All on-site stormwater is to be collected from hard surface areas and must not be allowed to flow uncontrolled into adjoining properties. The on-site drainage system must prevent discharge from driveways onto the footpath. Such a system may include either:
 - a) a trench grate (150mm minimum internal width) located within the property; and/or
 - b) shaping the driveway so that water is collected in a grated pit on the property; and/or
 - c) another Council approved equivalent.
16. Stormwater discharge is to be detained on site to the predevelopment level of peak stormwater discharge. Approval of any detention system is required by the City of

Page 4 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority:

De Mace Roberts

PLANNING PERMIT

No. TPA/49429

Monash, the Responsible Authority, prior to works commencing.

17. Before the development starts, a site layout plan drawn to scale and dimensioned must be approved by the Responsible Authority.

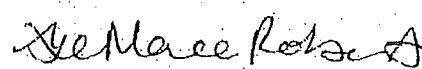
The plans must show a drainage scheme providing for the collection of stormwater within the site and for the conveying of the stormwater to the nominated point of discharge.

If the point of discharge cannot be located then notify Council's Engineering Division immediately.

18. Parking areas and access lanes must be kept available for these purposes at all times.
19. The loading and unloading of goods from vehicles must only be carried out on the land.
20. Driveways must be maintained in a fit and proper state so as not to compromise the ability of vehicles to enter and exit the site in a safe manner or compromise operational efficiency of the road or public safety (e.g. by spilling gravel onto the roadway).
21. The development must be provided with a corner splay or area at least 50% clear of visual obstructions (which may include adjacent landscaping areas with a height of less than 0.9 metres) extending at least 2.0 metres long x 2.5 metres deep (within the property) from the edge of the exit lane of each vehicle crossing to provide a clear view of pedestrians on the footpath of the frontage road.
22. The layout of the development shall follow the Design Standards for car parking set out in Clause 52.06-8 of the Monash Planning Scheme.
23. The accessible parking spaces must be designed (other than length of space which should be 4.9 metres) in accordance with the Australian Standard for *Off-Street Parking for people with disabilities, AS/NZS 2890.6*.
24. Before the development permitted is completed, areas set aside for parked vehicles and access lanes as shown on the endorsed plans must be:
- a) Constructed to the satisfaction of the Responsible Authority;
 - b) Properly formed to such levels that they can be used in accordance with the plans;

Page 5 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority: 

PLANNING PERMIT

No. TPA/49429

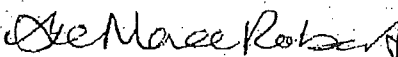
- c) Surfaced with an all-weather sealcoat to the satisfaction of the Responsible Authority;
- d) Drained, maintained and not used for any other purpose to the satisfaction of the Responsible Authority;
- e) Line-marked to indicate each car space and all access lanes to the satisfaction of the Responsible Authority.

Parking areas and access lanes must be kept available for these purposes at all times.

- 25. The location and details of signs shown on the endorsed plans must not be altered without the written consent of the responsible Authority.
- 26. All signs must be located wholly within the boundary of the land.
- 27. The sign must not distract drivers due to its colouring, be mistaken for a traffic signal, be able to be mistaken as an instruction to drivers or constitute a road safety hazard in any way.
- 28. The sign must not obstruct the view of motorists, obscure traffic signals or constitute a road safety hazard in any way.
- 29. The intensity of the light in the signs must be limited so as not to cause glare or distraction to motorists, or loss of amenity in the surrounding area, to the satisfaction of the Responsible Authority.
- 30. The approval contained in this permit for the sign shown on the endorsed plans expires fifteen years from the date of this permit.
- 31. This permit will expire in accordance with section 68 of the *Planning and Environment Act 1987*, if one of the following circumstances applies:
 - The development is not started before 2 years from the date of issue.
 - The development is not completed before 4 years from the date of issue.
 In accordance with section 69 of the *Planning and Environment Act 1987*, the responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within six months of the permit expiry date, where the development allowed by the permit has not yet started; or within 12 months of the permit expiry date, where the development has lawfully started before the permit expires.

Page 6 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority: 

PLANNING PERMIT

No. TPA/49429

NOTES-

1. Building approval must be obtained prior to the commencement of the above approved works.
2. No signs must be constructed or displayed without a further permit unless a permit is not required under the provisions of the Monash Planning Scheme.
3. Building Permit approval for this development must take into consideration the location of future subdivision boundaries and their compliance with the Fire Separation Provisions of the Building Code of Australia, including Separating Walls and Openings near Boundaries, as well as the requirements of the Building Regulations.
4. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.
5. Disabled access to the building must be provided to the satisfaction of the Responsible Authority. All work carried out to provide disabled access must be constructed in accordance with Australian Standards Design for Access and Mobility AS 1428.1.
6. Any new drainage work within the road reserve, the work will require the approval of the Council's Engineering Division prior to the works commencing. One copy of the plans (A3-A1 size) for the drainage works must be submitted to and approved by the Engineering Division. The plans are to show sufficient information to determine that the drainage works will meet all drainage conditions of the permit. A refundable security deposit of \$500 is to be paid prior to the drainage works commencing.
7. Engineering permits must be obtained for new vehicle crossings and for new connections to the Council pits and these works are to be inspected by Council (telephone: 9518 3555).
8. Use of Easement approval is required. Approval should be given subject to:
 - Council and South East Water approval being obtained.
 - The use of easement agreement being signed by Council.
 - A construction joint being made along the easement line.
9. The proposed crossings are to be constructed in accordance with the City of Monash standards.
10. Approval of each proposed crossing, and a permit for installation or modification of

Page 7 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority:

Debrae Roberts

PLANNING PERMIT

No. TPA/49429

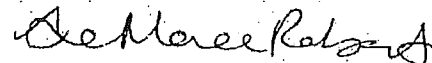
any vehicle crossing is required from Council's Engineering Department.

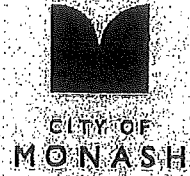
11. The redundant crossings are to be removed and reinstated with kerb and channel to the satisfaction of Council. The footpath and naturestrip are to be reinstated to the satisfaction of Council.
12. All new crossings are to be no closer than 1.0 metre measured at the kerb to the edge of any tree canopy, power pole, drainage or service pit or other services. Approval from affected service authorities is required as part of the vehicle crossing application process
13. Tree planting should be kept off the drainage easement.

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Date issued:
23 January 2019

Signature for the
Responsible Authority:





Reference: TPA/49429

23 January 2019

Chris Costa
The Costa Group Pty Ltd
204-208 Waverley Rd
MOUNT WAVERLEY VIC 3149

Dear Sir

8-12 NATALIA AVENUE OAKLEIGH SOUTH VIC 3167
PLANNING PERMIT APPLICATION TPA/49429

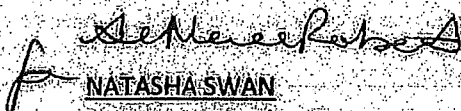
I am pleased to advise that application TPA/49429 for the construction of a warehouse premises including a reduction in the applicable car parking requirement and display of business identification signage has been approved subject to conditions.

The planning permit and an endorsed copy of the plans and Sustainable Management Plan are enclosed.

Your attention is drawn to the conditions of the permit. Please read them carefully.

If you have any questions, please contact Anne Maree Roberts, Senior Statutory Planner, on 9518 3068.

Yours sincerely


NATASHA SWAN
Manager, City Planning

Encls



**PLANNING
PERMIT**

Permit No.: **TPA/49429**
 Planning Scheme: **Monash Planning Scheme**
 Responsible Authority: **Monash City Council**

ADDRESS OF THE LAND

8-12 Natalia Avenue OAKLEIGH SOUTH VIC 3167

THE PERMIT ALLOWS


The construction of a warehouse premises including a reduction in the applicable car parking requirement and display of business identification signage

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

1. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
2. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.
3. The amenity of the area must not be detrimentally affected by the development, through the:
 - (a) transport of materials, goods or commodities to or from the land;
 - (b) appearance of any building, works or materials; and
 - (c) emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
4. No goods must be stored or left exposed outside the building/s so as to be visible from any public road or thoroughfare.
5. No bin or receptacle or any form of rubbish or refuse shall be allowed to remain in view of the public and no odour shall be emitted from any receptacle so as to cause offence to persons outside the land.
6. Adequate provision shall be made for the storage and collection of garbage and other solid wastes and these facilities are to be located on the site to the satisfaction

Page 1 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority: 

IMPORTANT INFORMATION ABOUT THIS NOTICE**WHAT HAS BEEN DECIDED?**

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if-
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit; unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if-
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if-
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision-
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of appeal exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an application for review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT

No. TPA/49429

of the Responsible Authority.

7. Prior to the commencement of works on the site, the owner shall prepare a Waste Management Plan for the collection and disposal of garbage and recyclables for all uses on the site. The Waste Management Plan shall provide for:
- a) The method of collection of garbage and recyclables for uses;
 - b) Designation of methods of collection including the need to provide for private services or utilisation of council services;
 - c) Appropriate areas of bin storage on site and areas for bin storage on collection days;
 - d) Measures to minimise the impact upon local amenity and on the operation, management and maintenance of car parking areas;
 - e) Litter management.

A copy of this plan must be submitted to Council.

8. Concurrent with the endorsement of any plans, a Sustainable Management Plan (SMP) must be submitted to and approved by the Responsible Authority. Upon approval the SMP will be endorsed as part of the planning permit and the development must incorporate the sustainable design initiatives outlined in the SMP to the satisfaction of the Responsible Authority. The report must include, but is not limited to, the following:
- a) Demonstration of how 'best practice' sustainability measures have been addressed, having regard to the relevant aspects of Clause 21.13 of the Planning Scheme.
 - b) Identify relevant statutory obligations, strategic or other documented sustainability targets or performance standards.
 - c) Document the means by which the appropriate target or performance is to be achieved.
 - d) Identify responsibilities and a schedule for implementation, and ongoing management, maintenance and monitoring.
 - e) Demonstrate that the design elements, technologies and operational practices that comprise the SMP can be maintained over time.
 - f) Any relevant requirements of the Condition 1 sub-clauses hereof.

All works must be undertaken in accordance with the endorsed Sustainability Management Plan to the satisfaction of the Responsible Authority. No alterations to the endorsed Sustainable Management Plan may occur without written consent of the Responsible Authority and (to the extent material and necessary) any relevant flow-on changes to the design response must be also incorporated into the endorsed

Page 2 of 8

Date issued:
23 January 2019

Signature for the

Responsible Authority: 

PLANNING PERMIT

No. TPA/49429

architectural plans.

9. Prior to the occupation of the development approved under this permit, a report from the author of the endorsed Sustainable Management Plan (or similarly qualified person or company) must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm that (in relation to those relevant completed dwellings ready for occupation) all measures specified in the Sustainable Management Plan have been implemented in accordance with the approved plan.

10. Before the development starts, a construction management plan must be prepared and submitted to the Responsible Authority for approval. Once approved, the plan must be implemented to the satisfaction of the Responsible Authority. The plan must address the following issues:
 - a) measures to control noise, dust and water runoff;
 - b) prevention of silt or other pollutants from entering into the Council's underground drainage system or road network;
 - c) the location of where building materials are to be kept during construction;
 - d) site security;
 - e) maintenance of safe movements of vehicles to and from the site during the construction phase;
 - f) on-site parking of vehicles associated with construction of the development;
 - g) wash down areas for trucks and vehicles associated with construction activities;
 - h) cleaning and maintaining surrounding road surfaces;
 - i) a requirement that construction works must only be carried out during the following hours:
 - Monday to Friday (inclusive) – 7.00am to 6.00pm;
 - Saturday – 9.00am to 1.00pm;
 - Saturday – 1.00pm to 5.00pm (Only activities associated with the erection of buildings. This does not include excavation or the use of heavy machinery).

11. No equipment, services, architectural features or structures of any kind, including telecommunication facilities, other than those shown on the endorsed plans shall be permitted above the roof level of the building unless otherwise agreed to in writing by the Responsible Authority.

12. A landscape plan prepared by a Landscape Architect or a suitably qualified or experienced landscape designer, drawn to scale and dimensioned must be

Page 3 of 8

Date issued:
23 January 2019

Signature for the

Responsible Authority: 

PLANNING PERMIT

No. TPA/49429

submitted to and approved by the Responsible Authority prior to the commencement of any works. The plan must show the proposed landscape treatment of the site including:-

- the location of all existing trees and other vegetation to be retained on site;
- provision of canopy trees with spreading crowns located throughout the site including substantial planting within the front setback;
- planting to soften the appearance of hard surface areas such as driveways and other paved areas;
- a schedule of all proposed trees, shrubs and ground cover, which will include the size of all plants (at planting and at maturity), their location, botanical names and the location of all areas to be covered by grass, lawn, mulch or other surface material;
- the location and details of all fencing;
- the extent of any cut, fill, embankments or retaining walls associated with the landscape treatment of the site;
- details of all proposed hard surface materials including pathways.

When approved the plan will be endorsed and will then form part of the permit.

13. The existing street tree in Coora Road will be removed and replaced by Council at the cost of the developer. Payment of \$11,452.90 is required prior to the commencement of the development. Note – This amount is valid for 6 months from the date of issue of the permit.
14. Before the occupation of the buildings allowed by this permit, landscaping works as shown on the endorsed plans must be completed and maintained to the satisfaction of the Responsible Authority.
15. All on-site stormwater is to be collected from hard surface areas and must not be allowed to flow uncontrolled into adjoining properties. The on-site drainage system must prevent discharge from driveways onto the footpath. Such a system may include either:
 - a) a trench grate (150mm minimum internal width) located within the property; and/or
 - b) shaping the driveway so that water is collected in a grated pit on the property; and/or
 - c) another Council approved equivalent.
16. Stormwater discharge is to be detained on site to the predevelopment level of peak stormwater discharge. Approval of any detention system is required by the City of

Page 4 of 8

Date issued:
23 January 2019

Signature for the

Responsible Authority: 

PLANNING PERMIT

No. TPA/49429

Monash, the Responsible Authority, prior to works commencing.

17. Before the development starts, a site layout plan drawn to scale and dimensioned must be approved by the Responsible Authority.

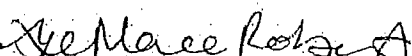
The plans must show a drainage scheme providing for the collection of stormwater within the site and for the conveying of the stormwater to the nominated point of discharge.

If the point of discharge cannot be located then notify Council's Engineering Division immediately.

18. Parking areas and access lanes must be kept available for these purposes at all times.
19. The loading and unloading of goods from vehicles must only be carried out on the land.
20. Driveways must be maintained in a fit and proper state so as not to compromise the ability of vehicles to enter and exit the site in a safe manner or compromise operational efficiency of the road or public safety (e.g. by spilling gravel onto the roadway).
21. The development must be provided with a corner splay or area at least 50% clear of visual obstructions (which may include adjacent landscaping areas with a height of less than 0.9 metres) extending at least 2.0 metres long x 2.5 metres deep (within the property) from the edge of the exit lane of each vehicle crossing to provide a clear view of pedestrians on the footpath of the frontage road.
22. The layout of the development shall follow the Design Standards for car parking set out in Clause 52.06-8 of the Monash Planning Scheme.
23. The accessible parking spaces must be designed (other than length of space which should be 4.9 metres) in accordance with the Australian Standard for *Off-Street Parking for people with disabilities, AS/NZS 2890.6*.
24. Before the development permitted is completed, areas set aside for parked vehicles and access lanes as shown on the endorsed plans must be:
- a) Constructed to the satisfaction of the Responsible Authority;
 - b) Properly formed to such levels that they can be used in accordance with the plans;

Page 5 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority: 

PLANNING PERMIT

No. TPA/49429

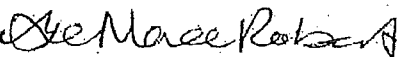
- c) Surfaced with an all-weather sealcoat to the satisfaction of the Responsible Authority;
- d) Drained, maintained and not used for any other purpose to the satisfaction of the Responsible Authority;
- e) Line-marked to indicate each car space and all access lanes to the satisfaction of the Responsible Authority.

Parking areas and access lanes must be kept available for these purposes at all times.

- 25. The location and details of signs shown on the endorsed plans must not be altered without the written consent of the responsible Authority.
- 26. All signs must be located wholly within the boundary of the land.
- 27. The sign must not distract drivers due to its colouring, be mistaken for a traffic signal, be able to be mistaken as an instruction to drivers or constitute a road safety hazard in any way.
- 28. The sign must not obstruct the view of motorists, obscure traffic signals or constitute a road safety hazard in any way.
- 29. The intensity of the light in the signs must be limited so as not to cause glare or distraction to motorists, or loss of amenity in the surrounding area, to the satisfaction of the Responsible Authority.
- 30. The approval contained in this permit for the sign shown on the endorsed plans expires fifteen years from the date of this permit.
- 31. This permit will expire in accordance with section 68 of the *Planning and Environment Act 1987*, if one of the following circumstances applies:
 - The development is not started before 2 years from the date of issue.
 - The development is not completed before 4 years from the date of issue.
 In accordance with section 69 of the *Planning and Environment Act 1987*, the responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within six months of the permit expiry date, where the development allowed by the permit has not yet started; or within 12 months of the permit expiry date, where the development has lawfully started before the permit expires.

Page 6 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority: 

PLANNING PERMIT

No. TPA/49429

NOTES-

1. Building approval must be obtained prior to the commencement of the above approved works.
2. No signs must be constructed or displayed without a further permit unless a permit is not required under the provisions of the Monash Planning Scheme.
3. Building Permit approval for this development must take into consideration the location of future subdivision boundaries and their compliance with the Fire Separation Provisions of the Building Code of Australia, including Separating Walls and Openings near Boundaries, as well as the requirements of the Building Regulations.
4. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.
5. Disabled access to the building must be provided to the satisfaction of the Responsible Authority. All work carried out to provide disabled access must be constructed in accordance with Australian Standards Design for Access and Mobility AS 1428.1.
6. Any new drainage work within the road reserve, the work will require the approval of the Council's Engineering Division prior to the works commencing. One copy of the plans (A3-A1 size) for the drainage works must be submitted to and approved by the Engineering Division. The plans are to show sufficient information to determine that the drainage works will meet all drainage conditions of the permit. A refundable security deposit of \$500 is to be paid prior to the drainage works commencing.
7. Engineering permits must be obtained for new vehicle crossings and for new connections to the Council pits and these works are to be inspected by Council (telephone: 9518 3555).
8. Use of Easement approval is required. Approval should be given subject to:
 - Council and South East Water approval being obtained.
 - The use of easement agreement being signed by Council.
 - A construction joint being made along the easement line.
9. The proposed crossings are to be constructed in accordance with the City of Monash standards.
10. Approval of each proposed crossing, and a permit for installation or modification of

Page 7 of 8

Date issued:
23 January 2019

Signature for the

Responsible Authority: *Debbie Roberts*

PLANNING PERMIT

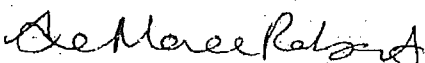
No. TPA/49429

any vehicle crossing is required from Council's Engineering Department.

11. The redundant crossings are to be removed and reinstated with kerb and channel to the satisfaction of Council. The footpath and naturestrip are to be reinstated to the satisfaction of Council.
12. All new crossings are to be no closer than 1.0 metre measured at the kerb to the edge of any tree canopy, power pole, drainage or service pit or other services. Approval from affected service authorities is required as part of the vehicle crossing application process
13. Tree planting should be kept off the drainage easement.

Page 8 of 8

Date issued:
23 January 2019

Signature for the
Responsible Authority: 

Declaration of Registrar of Titles or other authorised person, taking Declaration of attesting witness. Appeared before me at the day of One thousand nine hundred and

the attesting witness to this instrument and declared that he personally knew the person signing the same and whose signature the said attested; and that the name purporting to be the signature of the said in own handwriting, and that he was of sound mind and freely and voluntarily signed such instrument.

HENDERSON & BALL
SOLICITORS
430 LITTLE COLLINS STREET, MELBOURNE.

Transfer

MR. J. J. BRIGSHAW.

MR. G. F. OATO.

Date: March 1927.

MEMORIAL OF INSTRUMENT

Nature of Instrument.	Time of its Production for Registration.	To Whom given.	Number of Symbol thereon.
TRANSFER. AS TO PART	The 2 nd day of May 1927.	to Joseph James Brigshaw	1314661.

J. J. O.
Assistant Registrar of Titles.

I certify that a memorial of the within Instrument was entered at the time last above mentioned in the Register Book Vol. 3668. Fol. 733491.

J. J. O.
Assistant Registrar of Titles.

Sample owners corporation certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners corporation number	PS716735J		
Address	8- 12 Natalia Avenue , Clayton South Victoria		
This certificate is issued for lot	1	on plan of subdivision number	Common Property
Postal address	82 CARLISLE CRESCENT OAKLEIGH VIC 3166		
Applicant for the certificate	Placelea Pty Ltd		
Address for delivery of certificate	228 Smith Street, Collingwood Victoria		
Date that the application was received	15 June 2019		

Important:

The information in this certificate is issued on (insert date) 15 June 2019

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot *per quarter or *annually (*strike out if not applicable) are:
	<i>Estimated at \$400 per quarter</i>
2.	The date which the fees for the lot have been paid up to is:
	The fees are paid up to 31 December 2017.
3.	The total of any unpaid fees or charges for the lot is: Nil
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil

5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: NIL
6.	The owners corporation has the following insurance cover: TBA •
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution: No
8.	The total funds held by the owners corporation NIL: The total funds should report the best available statement of financial position of the owners corporation The statement of financial position at the end of the last financial year of the owners corporation on NOT APPLICABLE
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: NIL
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details: Nil
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details: NIL
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details: <i>Sample 1</i> There are no notices or orders as at (insert date)
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details:

14.	Has the owners corporation appointed or resolved to appoint a manager? NO:
	A manager is appointed. NO
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? NO
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. NONE
17.	Documents required to be attached to the owners corporation certificate are: NIL
	<ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting NIL • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
18.	<p>Note:</p> <p>More information can be obtained by an inspection of the owners corporation register.</p> <p>Please make your request to inspect the owners corporation register in writing to:</p>

This owners corporation certificate was prepared by:

Postal address

82 CARLISLE CRESCENT OAKLEIGH VIC 3166

(signature)

(print name)

(name of management company if relevant) as delegate of the owners corporation

The common seal of owners corporation number

was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;

or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



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VOLUME 11936 FOLIO 432

Security no : 124080760338B
Produced 15/12/2019 08:42 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 716735J.
PARENT TITLE Volume 10003 Folio 304
Created by instrument PS716735J 01/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PLACELEA PTY LTD of 82 CARLISLE CRESCENT OAKLEIGH VIC 3166
PS716735J 01/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK956821R 12/03/2014
NATIONAL AUSTRALIA BANK LTD

COVENANT as to part 1314661

COVENANT as to part 1366753

COVENANT as to part 1397953

COVENANT as to part 1450575

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS716735J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AS583367U	CHANGE ADDRESS OWNER CORP Registered	08/10/2019

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 8-12 NATALIA AVENUE OAKLEIGH SOUTH VIC 3167

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 01/12/2017



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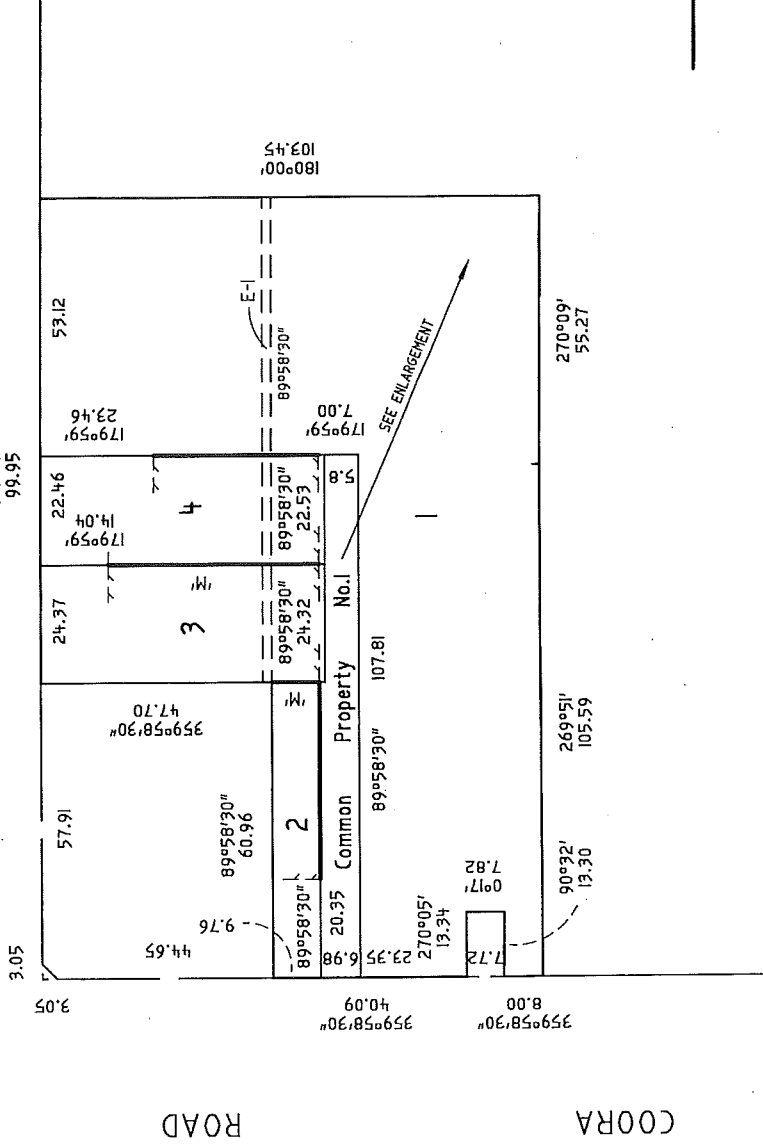
OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS716735J

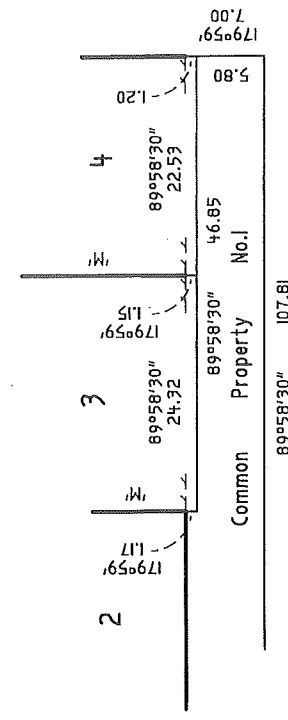
DOCUMENT END



PS 716735 J

NATALIA AVENUE



ENLARGEMENT
NOT TO SCALE



 <p>NOBELIUS LAND SURVEYORS P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 412 Fax 03 5941 7559 rob@nobelius.com.au</p>	<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p> <p>ORIGINAL SCALE 1 : 1000</p>	<p>Sheet 2</p> <p>ORIGINAL SHEET SIZE A3</p>
<p>Digitally signed by: Timothy Deane Walker (Nobelius Land Surveyors Pty Ltd), Surveyor's Plan Version (B), 10/07/2017, SPEAR Ref: S096126H</p> <p>Digitally signed by: Monash City Council, 05/10/2017, SPEAR Ref: S096126H</p>		

Amended by: Timothy Deane Walker, 30/11/2017.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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Produced: 15/12/2019 08:55:07 AM

OWNERS CORPORATION 1
PLAN NO. PS716735J

The land in PS716735J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

82 CARLISLE CRESCENT OAKLEIGH VIC 3166

OC037337F 01/12/2017

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC037337F 01/12/2017

Notations:

NIL

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 1	11936/436	0	0
Lot 1	11936/432	25	25
Lot 2	11936/433	25	25
Lot 3	11936/434	25	25
Lot 4	11936/435	25	25
Total		100.00	100.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 15/12/2019 08:55:07 AM

OWNERS CORPORATION 1
PLAN NO: PS716735J

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

629825

APPLICANT'S NAME & ADDRESS

FRANCA DAL POZZO C/- GXS
MELBOURNE

VENDOR

PLACELEA PTY LTD

PURCHASER

REFERENCE

190144

This certificate is issued for:

LOT CM1 PLAN PS716735, LOT 1 PLAN PS716735 ALSO KNOWN AS 8 - 12 NATALIA AVENUE OAKLEIGH SOUTH
MONASH CITY

The land is covered by the:

MONASH PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a INDUSTRIAL 1 ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/monash>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

15 December 2019

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.
The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

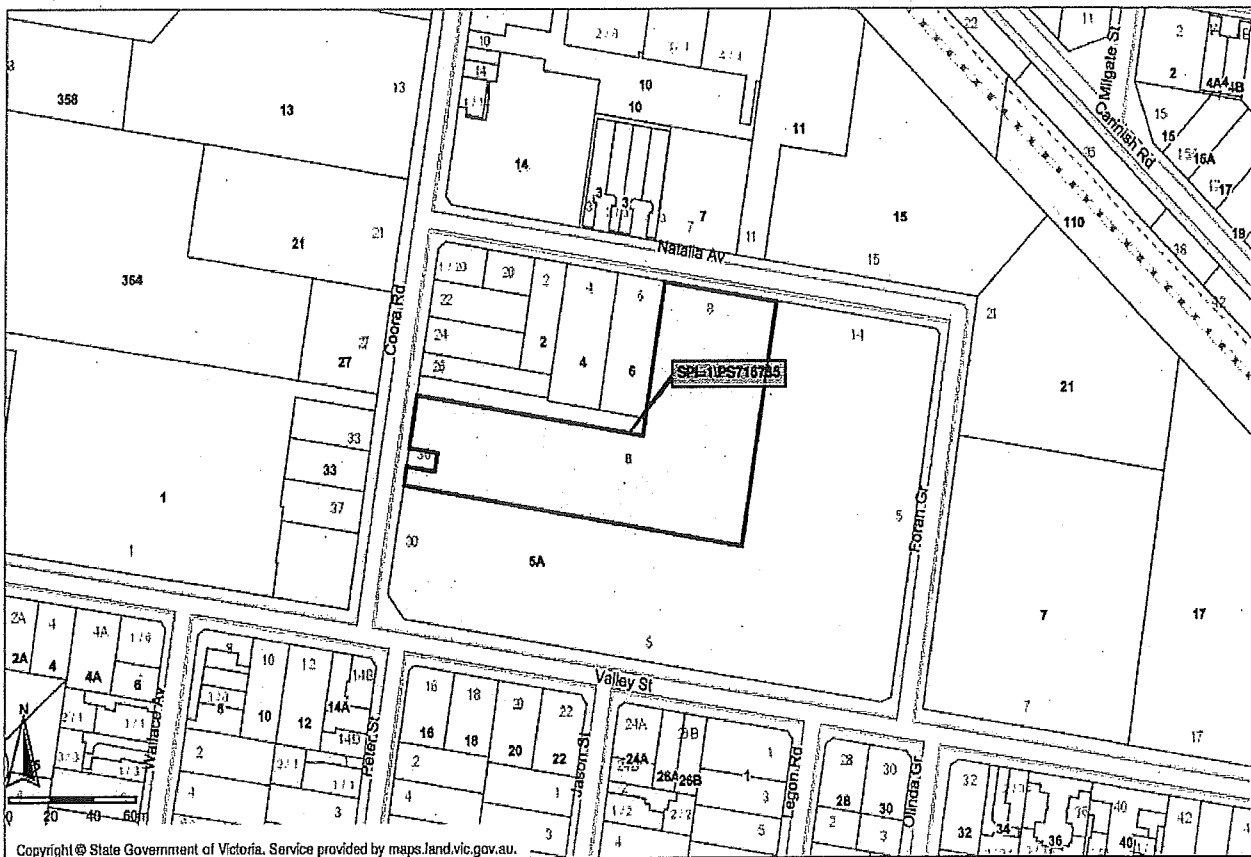
LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.





INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Franca Dal Pozzo
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 NATALIA AVENUE OAKLEIGH
SOUTH 3167
1 PS 716735

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
27D//07251/00018	LANDATA CER 34069076-026-7	15 DEC 2019	35372707

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

- (a) By Other Authorities
- (b) By South East Water

TOTAL UNPAID BALANCE \$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following: Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

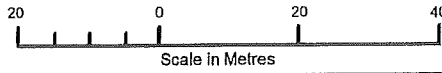
A handwritten signature in black ink, appearing to read "Terry Schubach", written over a white background.

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

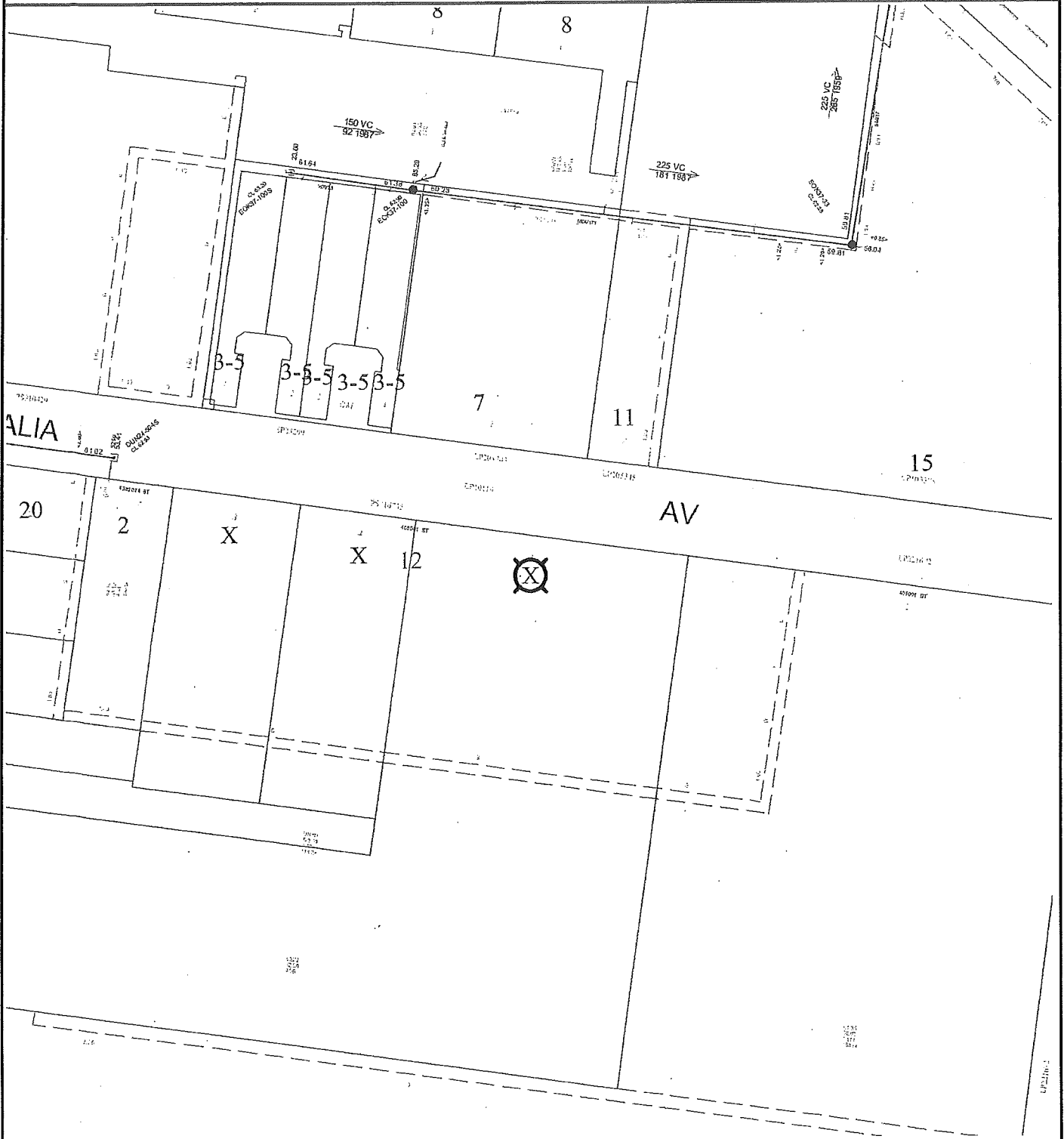
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 35372707



Date: 15DECEMBER2019



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

ASSET INFORMATION - WATER

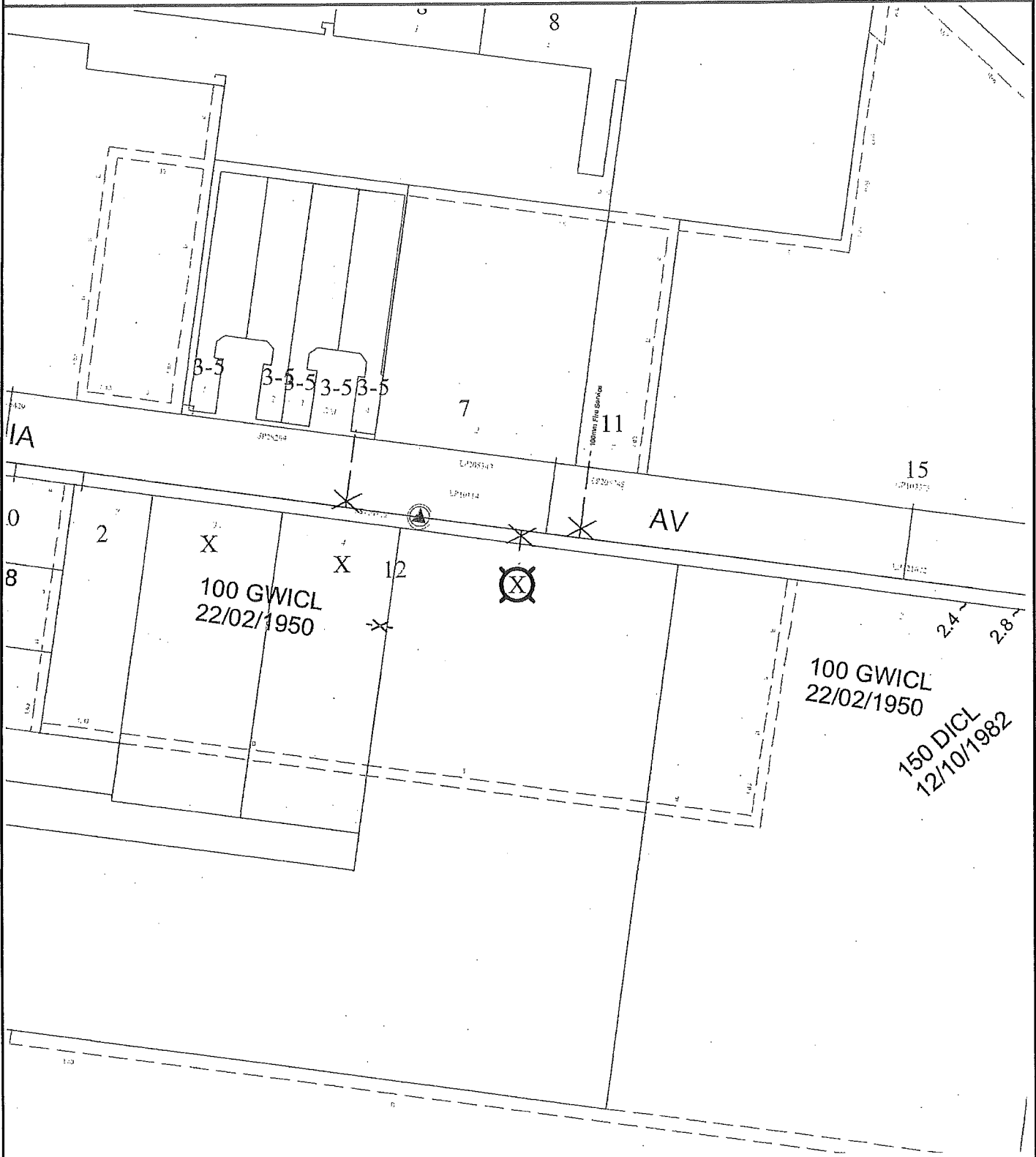
Property: Lot 1 LOT 1 NATALIA AVENUE OAKLEIGH SOUTH 3167



Case Number: 35372707



Date: 15DECEMBER2019



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LEGEND

Title/Road Boundary	Subject Property	Hydrant	Electrolysis
Proposed Title/Road	Water Main Valve	Fireplug/Washout	
Easement	Water Main 100 DICL 26.9.1975	~ 1.0 Offset from Boundary	

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

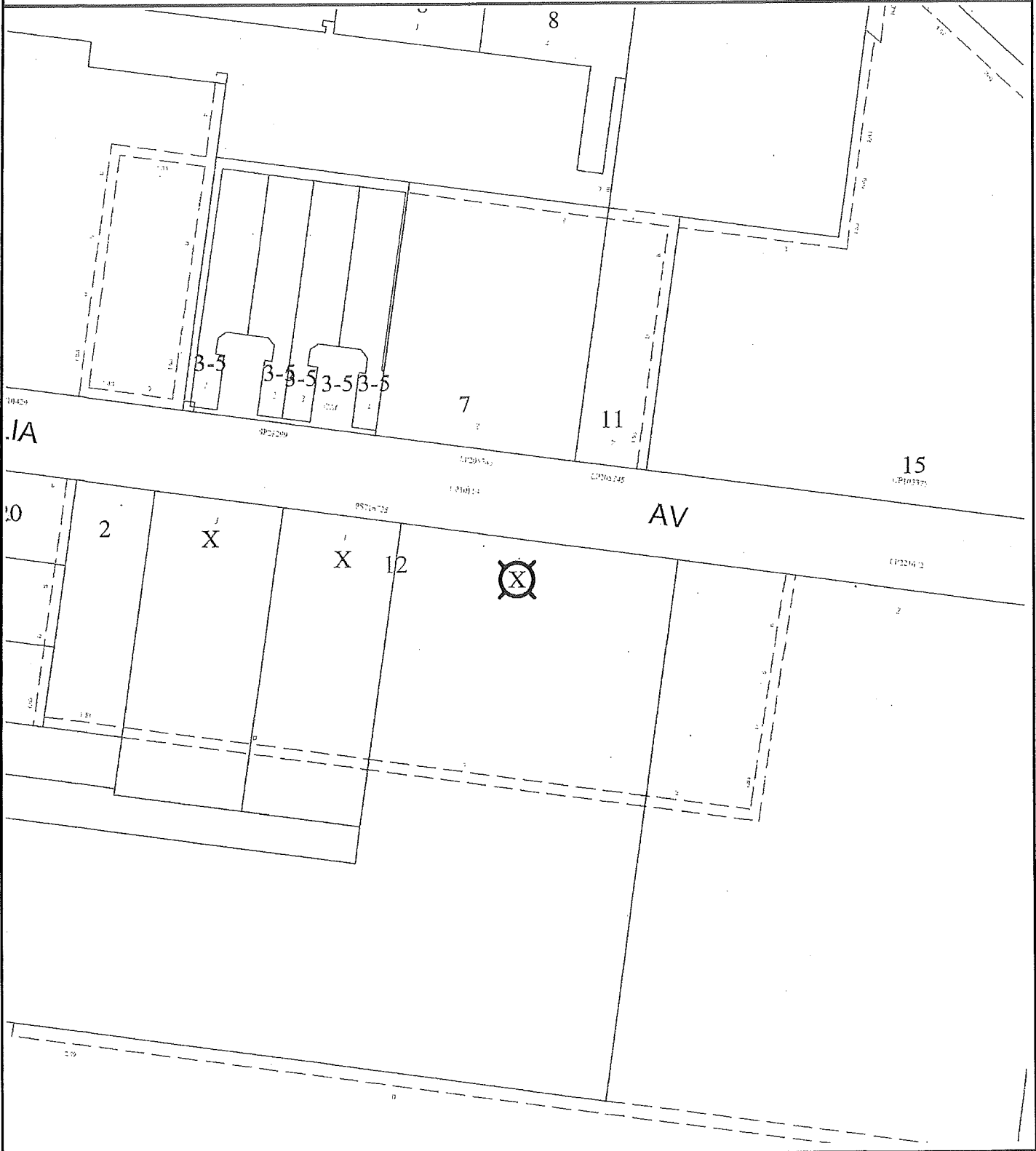
Property: Lot 1 LOT 1 NATALIA AVENUE OAKLEIGH SOUTH 3167



Case Number: 35372707



Date: 15DECEMBER2019



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LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main	Offset from Boundary



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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Produced: 15/12/2019 08:55:07 AM

OWNERS CORPORATION I
PLAN NO. PS716735J

The land in PS716735J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
82 CARLISLE CRESCENT OAKLEIGH VIC 3166

OC037337F 01/12/2017

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC037337F 01/12/2017

Notations:
NIL

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 1	11936/436	0	0
Lot 1	11936/432	25	25
Lot 2	11936/433	25	25
Lot 3	11936/434	25	25
Lot 4	11936/435	25	25
Total		100.00	100.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 15/12/2019 08:55:07 AM

OWNERS CORPORATION 1
PLAN NO. PS716735J

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Franca Dal Pozzo
Level 1, 228 Smith St
COLLINGWOOD 3066

Client Reference: 190144

NO PROPOSALS. As at the 15th December 2019, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

8-12 NATALIA AVENUE, OAKLEIGH SOUTH 3167
CITY OF MONASH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 15th December 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 34069076 - 34069076084238 '190144'

NOTICE OF DEFAULT

To the Initial Purchaser: **Vincent Frank Tesoriero &/or Nominees**
of Level 5, 141 Walker Street North Sydney NSW 2060
email: vtesoriero@forumgroup.com.au

To the Subsequent Purchaser: **Natave Pty Ltd as Trustee for the Oakleigh Discretionary Trust (ACN 651 532 035)**
of 2-4 Birmingham Street, Alexandria NSW 2015; and
16 Virginia Street, Kensington NSW 2033

And to the Purchaser's Legal Practitioners: **SLF Lawyers**
Level 2, 395 Collins St, Melbourne VIC 3000
email: rsenewiratne@slflawyers.com.au

SCHEDULE

1. Vendor: **Placelea Pty Ltd (ACN 006 289 621)**
of 12 Natalia Avenue, Oakleigh South Vic 3161
2. Initial Purchaser: **Vincent Frank Tesoriero &/or Nominees**
of Level 5, 141 Walker Street North Sydney NSW 2060
email: vtesoriero@forumgroup.com.au
3. Subsequent Purchaser: **Natave Pty Ltd as Trustee for the Oakleigh Discretionary Trust (ACN 651 532 035)**
of 2-4 Birmingham Street, Alexandria NSW 2015; and
16 Virginia Street, Kensington NSW 2033
4. Date of contract: 16 December 2019
5. Land description: (Parent Title 11936 Folio 432 being on Lot 1 **and** part of Common Property of Lot 1 on Plan of Subdivision 716735J)

CERTIFICATE OF TITLE VOLUME 12298 FOLIO 008 BEING LOT 5 ON PS7167735; being the new Title Particulars arising from the Registration of the Plan of Subdivision of the Common Property (Two Lot Boundary Re-Alignment - between Common Property & Lot 1).
6. Property address: 8-12 Natalia Avenue, Oakleigh South Victoria 3167
7. Purchase price: \$5,860,000.00 plus GST
8. Settlement Date: **3 August 2021**

INITIALLY PURSUANT TO THE CONTRACT OF SALE was due on the latter of 230 (equivalent to 7.5 months) from the day of sale or 14 days after the Vendor has notified the Purchaser in writing of Registration of the Plan of Subdivision of the Common Property (Two Lot Boundary Re-Alignment - between Common Property & Lot 1) referred to in Special Condition 14

Take notice that

- a) You are in default of the terms and conditions of the contract detailed in the Schedule, and the particulars of default are specified in Item 11 of the Schedule.
- b) The Vendor intends to enforce and exercise its rights and remedies under the contract unless the default is remedied by You within 14 days from the date of service of this notice upon you and the reasonable legal costs specified in Item 11 are paid.
- c) Unless the default is remedied by You within 14 days the Vendor reserves the right to end the contract in accordance with general condition 28.
- d) The Vendor is entitled to any interest that has accrued on the deposit in accordance with general condition 12.2.
- e) In addition to any other remedy, the Vendor may sue for damages for breach of contract.
- f) The ending of the contract does not affect the rights of the Vendor as a consequence of the default.
- g) Alternatively, the Purchaser may seek specific performance of the contract.

Date: 4 August 2021

G & M Lawyers

Signed by G & M Lawyers

For and on behalf of the Vendor

From: Anthony Sommer <Anthony.Sommer@minterellison.com>

Sent: Friday, 20 August 2021 11:34

To: Christopher Nehme <cnehme@fortislaw.com.au>

Cc: Caitlin Murray <Caitlin.Murray@minterellison.com>; Pierre Safi <pjsafi@fortislaw.com.au>; Joshua Frangi <jfrangi@fortislaw.com.au>; Ramsha Sulaman <ramsha@fortislaw.com.au>; Roy Hanna <rhanna@fortislaw.com.au>; Michael Hughes <Michael.Hughes@minterellison.com>; Andrew Clarke <Andrew.Clarke@minterellison.com>; Simon Brandis <Simon.Brandis@minterellison.com>; 'Ken Gray' <KGray@abl.com.au>

Subject: RE: Tesoriero, Papadimitriou and Forum Finance Pty Ltd ats Westpac Banking Corporation Pty Ltd Federal Court of Australia Proceeding NSD616/2021 [ME-ME.FID6264995]

Dear Mr Nehme

We refer to:

- a) our letter of 19 August 2021 (**Our Letter**); and
- b) your email below of 19 August 2021 in response to Our Letter (**Your Email**).

In response to the matters set out in Your Email, our clients respond as follows:

1. The arrangements proposed by your client remain entirely opaque to us and our clients.
2. What is now proposed in the draft Nomination Deed appears to be a different deal to that which was foreshadowed in your earlier correspondence. By way of example, the arrangement in your letter of 17 August 2021 was said to be for an amount of \$1.2 million – the draft Nomination Deed contemplates a “reimbursement” of the deposit of \$1.172 million, less other amounts which may be payable (with no explanation provided as to the quantum of any such amounts).
3. Your client has not provided the bulk of the documents requested in paragraph 8 of Our Letter, which we considered necessary to enable our clients to consider the proposal. We press for those documents to be provided, failing which, we will issue a notice to produce for the same.
4. Again, your client has failed or refused to provide an updated affidavit of his assets, given the deficiencies we have identified and corresponded with you about.

In those circumstances, we do not consider it necessary or appropriate to engage with Mr Gray or his client. It is a matter for your client and Mr Gray's client about what steps are taken by them in connection with the proposed transaction, in light of the allegations made in Federal Court of Australia proceedings NSD616/2021 (**Proceedings**). However, should the transaction proceed, our clients require that any funds received by your client are paid into a controlled monies account the signatories of which are MinterEllison and Fortis Law or are paid into Court. We do not consider it appropriate that "the parties" to the Proceedings be giving directions about these matters. Such is a matter between our clients and yours.

All of our clients' rights are reserved.

Regards

Anthony Sommer

Senior Associate

T +61 2 9921 4182 M +61 431 058 780

anthony.sommer@minterellison.com

MinterEllison Governor Macquarie Tower 1 Farrer Place Sydney NSW 2000

minterellison.com **Follow us on LinkedIn and Twitter**



From: Anthony Sommer

Sent: Friday 20 August 2021 01:47 PM

To: 'Christopher Nehme' <cnehme@fortislaw.com.au>

Cc: Caitlin Murray <Caitlin.Murray@minterellison.com>; Pierre Safi <pjsafi@fortislaw.com.au>; Joshua Frangi <jfrangi@fortislaw.com.au>; Ramsha Sulaman <ramsha@fortislaw.com.au>; Roy Hanna <rhanna@fortislaw.com.au>; Michael Hughes <Michael.Hughes@minterellison.com>; Andrew Clarke <Andrew.Clarke@minterellison.com>; Sarah Colegrove <scolegrove@fortislaw.com.au>; 'Ken Gray' <KGray@abl.com.au>

Subject: RE: Tesoriero, Papadimitriou and Forum Finance Pty Ltd ats Westpac Banking Corporation Pty Ltd Federal Court of Australia Proceeding NSD616/2021 [ME-ME.FID6264995]

Dear Mr Nehme

We refer to the emails below.

We confirm that our clients consent to the funds received by your client being held in your firm's trust account until such time as a joint account is established, on the basis of your undertaking not to deal with those funds until such time as the joint account is established.

We will have personnel in our accounts department contact Ms Colegrove in relation to the opening of the joint account.

All of our clients' rights are expressly reserved.

Regards

—

Anthony Sommer

Senior Associate

T +61 2 9921 4182 M +61 431 058 780

anthony.sommer@minterellison.com

MinterEllison Governor Macquarie Tower 1 Farrer Place Sydney NSW 2000

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From: Christopher Nehme <cnehme@fortislaw.com.au>

Sent: Friday 20 August 2021 12:20 PM

To: Anthony Sommer <Anthony.Sommer@minterellison.com>

Cc: Caitlin Murray <Caitlin.Murray@minterellison.com>; Pierre Safi <pjsafi@fortislaw.com.au>; Joshua Frangi <jfrangi@fortislaw.com.au>; Ramsha Sulaman <ramsha@fortislaw.com.au>; Roy Hanna <rhanna@fortislaw.com.au>; Michael Hughes <Michael.Hughes@minterellison.com>; Andrew Clarke <Andrew.Clarke@minterellison.com>; Sarah Colegrove <scolegrove@fortislaw.com.au>; 'Ken Gray' <KGray@abl.com.au>

Subject: RE: Tesoriero, Papadimitriou and Forum Finance Pty Ltd ats Westpac Banking Corporation Pty Ltd Federal Court of Australia Proceeding NSD616/2021 [ME-ME.FID6264995]

Dear Mr Sommer,

We note your email.

Please confirm that your client, in the interim, will consent to the funds being held in our Trust Account until such time as a joint account is established.

Fortis Law will undertake not to deal with those funds until such time as the appropriate account is established.

Our account's department will make enquiries to set up a Controlled Monies Account forthwith. I have copied in Ms Colegrove our accounts manager who can liaise with your accounts department.

Please feel free to contact me.

Regards

Christopher Nehme
Partner

<image001.jpg>

Level 11, 75 Elizabeth Street Sydney NSW 2000
PO Box 2541 Sydney NSW 2001 | DX 313 Sydney
D +61 2 9233 2722 | F +61 2 9233 2755 | M 0421 77 88 11
cnehme@fortislaw.com.au | www.fortislaw.com.au

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CYBER FRAUD WARNING: Please be aware there is a significant fraud risk with email messages and bank account details. We will never change our bank account details via email and our domain name always stays the same. You should confirm with us in person if you are ever asked to deposit monies in a different account or if the domain address line of our email has changed. We will not accept responsibility if you transfer money into an incorrect account or respond to another email domain.

From: Anthony Sommer <Anthony.Sommer@minterellison.com>
Sent: Friday, 20 August 2021 11:34
To: Christopher Nehme <cnehme@fortislaw.com.au>
Cc: Caitlin Murray <Caitlin.Murray@minterellison.com>; Pierre Safi <pjsafi@fortislaw.com.au>; Joshua Frangi <jfrangi@fortislaw.com.au>; Ramsha Sulaman <ramsha@fortislaw.com.au>; Roy Hanna <rhanna@fortislaw.com.au>; Michael Hughes <Michael.Hughes@minterellison.com>; Andrew Clarke <Andrew.Clarke@minterellison.com>; Simon Brandis <Simon.Brandis@minterellison.com>; 'Ken Gray' <KGray@abl.com.au>
Subject: RE: Tesoriero, Papadimitriou and Forum Finance Pty Ltd ats Westpac Banking Corporation Pty Ltd Federal Court of Australia Proceeding NSD616/2021 [ME-ME.FID6264995]

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– the draft Nomination Deed contemplates a “reimbursement” of the deposit of \$1.172 million, less other amounts which may be payable (with no explanation provided as to the quantum of any such amounts).

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All of our clients’ rights are reserved.

Regards

Anthony Sommer

Senior Associate

T +61 2 9921 4182 M +61 431 058 780

anthony.sommer@minterellison.com

MinterEllison Governor Macquarie Tower 1 Farrer Place Sydney NSW 2000

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From: Sarah Colegrove <scolegrove@fortislaw.com.au>
Sent: Friday 10 September 2021 01:18 PM
To: Damien Jones <Damien.Jones@minterellison.com>
Cc: Christopher Nehme <cnehme@fortislaw.com.au>; Pierre Safi <pjsafi@fortislaw.com.au>; Caitlin Murray <Caitlin.Murray@minterellison.com>; Anthony Sommer <Anthony.Sommer@minterellison.com>
Subject: RE: Tesoriero, Papadimitriou and Forum Finance Pty Ltd ats Westpac Banking Corporation Pty Ltd Federal Court of Australia Proceeding NSD616/2021 [ME-ME.FID6264995]

Hi Damien

Please accept my apologies for the late response. I have been very unwell following my vaccination and over two weeks later am only just starting to recover.

Attached is the Trust Receipt and corresponding Trust Statement for your funds, which I can confirm are held in our trust account.

I have been able to make some enquiries through our Bank Manager but have been given more information since my last email which may mean the interest rate of 0.35% and associated product is not an option. If that is the case the best interest rate the bank can offer may only be 0.25%.

I expect to have more information by Monday and will confirm the options available to you then.

Apologies again for the delay in actioning this for you.

Kind regards,
Sarah Colegrove | **Practice Manager**

Mon	Tue	Wed	Thur	Fri
√	√	√	√	

<image001.jpg>

Level 11, 75 Elizabeth Street | Sydney NSW 2000 | DX 313 Sydney | PO Box 2541 Sydney NSW 2001

T +61 2 9233 2722 | **F** +61 2 9233 2755

scolegrove@fortislaw.com.au | www.fortislaw.com.au

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From: Christopher Nehme <cnehme@fortislaw.com.au>
Sent: Tuesday 21 September 2021 01:18 PM
To: Anthony Sommer <Anthony.Sommer@minterellison.com>; Sarah Colegrove <scolegrove@fortislaw.com.au>
Cc: Nena Thalib <Nena.Thalib@minterellison.com>; Damien Jones <Damien.Jones@minterellison.com>; Caitlin Murray <Caitlin.Murray@minterellison.com>; 'sazz.nasimi@madgwicks.com.au' <sazz.nasimi@madgwicks.com.au>; Pierre Safi <pjsafi@fortislaw.com.au>
Subject: RE: Tesoriero, Papadimitriou and Forum Finance Pty Ltd ats Westpac Banking Corporation Pty Ltd Federal Court of Australia Proceeding NSD616/2021 [ME-ME.FID6264995]

Dear Anthony,

We are no longer instructed in this matter.

Mr Sazz Nasimi of Madgwicks is acting on behalf of Mr Tesoriero and related entities, whom we understand will shortly be filing a notice of chance of solicitor.

We have copied in Mr Nasimi.

As to the proceeds held in trust, being the sum of \$773,362.88, Fortis Law will continue to hold that sum as security for payment of legal fees in this matter or further order of Court, particularly in light of your letter to the NAB Bank on 20 September 2021.

For your ease of reference, the balance money from the nomination are held ABL pending a Revenue Assessment.

Regards

Christopher Nehme
Partner

<image001.jpg>

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cnehme@fortislaw.com.au | www.fortislaw.com.au

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CYBER FRAUD WARNING: Please be aware there is a significant fraud risk with email messages and bank account details. We will never change our bank account details via email and our domain name always stays the same. You should confirm with us in person if you are ever asked to deposit monies in a different account or if the domain address line of our email has changed. We will not accept responsibility if you transfer money into an incorrect account or respond to another email domain.



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD616/2021

WESTPAC BANKING CORPORATION ABN 33 007 457 141 and another named in the schedule
Applicant

FORUM FINANCE PTY LIMITED and another named in the schedule
Respondent

ORDER

JUDGE: JUSTICE LEE

DATE OF ORDER: 01 October 2021

WHERE MADE: Sydney

THE COURT ORDERS THAT:

Orders relating to solicitors' undertaking given by Mr Nehme

1. Within 5 business days of these orders, Fortis Law pay the amount of \$773,362.88 held in its trust account in the name of the third respondent, Vincenzo Frank Tesoriero into Court (**Funds**).
2. Any person who claims an interest in the Funds has liberty to apply in writing on 5 business days' notice.

Mr Papas' service information application

3. The applicants have leave to file an interlocutory application, to be served on Rocco Vincenzo Panetta of Panetta Lawyers, requiring that Mr Panetta provide information about the means to communicate with and serve documents on the second respondent, Basile Papadimitriou (**Interlocutory Application**).
4. Pursuant to rule 1.39 of the *Federal Court Rules 2011* (Cth) the time for service of the interlocutory application and any supporting affidavit is abridged to 5pm (AEST) on 4



October 2021, with service to be effected on Mr Panetta by 5pm (AEST) on 4 October 2021 by email to r.panetta@panetta.com.au.

5. The interlocutory application be listed for hearing at 9.30am on 6 October 2021 before Justice Lee.

Case management

6. Proceeding NSD616/2021 commenced by Westpac Banking Corporation, proceeding NSD681/2021 commenced by SMBC Leasing and Finance, Inc. Sydney Branch, and proceeding NSD642/2021 commenced by Societe Generale, be listed for a case management hearing at 9.30am on 20 October 2021 before Justice Lee.

Date that entry is stamped: 1 October 2021

Sia Lagos
Registrar



Schedule

No: NSD616/2021

Federal Court of Australia
District Registry: New South Wales
Division: General

Interested Person	JOHN THOMAS TUCK
Supporting Creditor	SOCIETE GENERALE
Second Interested Person	NATIONAL AUSTRALIA BANK LIMITED
Second Applicant	WESTPAC NEW ZEALAND LIMITED (COMPANY REGISTRATION NUMBER COMPANY NUMBER 1763882)
Third Interested Person	ANTONY RESNICK & MARK JULIAN ROBINSON IN THEIR CAPACITIES AS THE JOINT AND SEVERAL RECEIVERS OF FORUM GROUP PTY LTD (RECEIVERS APPOINTED) ACN 153 336 997
Interested Person	ANTONY RESNICK
Interested Person	MARK JULIAN ROBINSON
Respondent	VINCENZO FRANK TESORIERO
Second Respondent	BASILE PAPADIMITRIOU
Third Respondent	VINCENZO FRANK TESORIERO
Fourth Respondent	FORUM GROUP FINANCIAL SERVICES PTY LTD (ADMINISTRATORS APPOINTED) ACN 623 033 705
Fifth Respondent	FORUM GROUP PTY LTD (RECEIVERS APPOINTED)(ADMINISTRATORS APPOINTED) ACN 153 336 997
Sixth Respondent	FORUM ENVIRO PTY LTD (ADMINISTRATORS APPOINTED) ACN 168 709 840
Seventh Respondent	FORUM ENVIRO (AUST) PTY LTD (ADMINISTRATORS APPOINTED) ACN 607 484 364