



DEED OF NOVATION

City of Parramatta Council

And

Gateway Parramatta One Pty Ltd ACN 607 653 565,
Gateway Parramatta One Commercial Pty Ltd ACN 607 735 660,
Gateway Parramatta Two Pty Ltd ACN 607 653 574 and
Gateway Parramatta Two Commercial Pty Ltd ACN 607 735 759

and

JQZ Seventeen Pty Ltd ACN 657 888 214 as trustee for the JQZ Seventeen Unit Trust ABN 74
489 580 973

For

Planning Agreement - 57, 63 and 83 Church Street, Parramatta

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 1

Deed of Novation

10 JULY 2023

Parties

Name	City of Parramatta Council
ABN	49 907 174 773
Address	126 Church Street, Parramatta NSW 2150
Short name	Council

Name	Gateway Parramatta One Pty Ltd,
ABN	57 607 653 585
Address	Suite 204, 460 Church Street, Parramatta NSW 2150
Short name	Retiring Party

Name	Gateway Parramatta One Commercial Pty Ltd
ABN	74 341 127 445
Address	Suite 204, 460 Church Street, Parramatta NSW 2150
Short name	Retiring Party

Name	Gateway Parramatta Two Pty Ltd
ABN	59 607 653 574
Address	Suite 204, 460 Church Street, Parramatta NSW 2150
Short name	Retiring Party

Name	Gateway Parramatta Two Commercial Pty Ltd
ABN	52 308 668 991
Address	Suite 204, 460 Church Street, Parramatta NSW 2150
Short name	Retiring Party

Name	JQZ Seventeen Pty Ltd as Trustee for the JQZ Seventeen Unit Trust
ABN	74 489 580 973
Address	Retail 24 & 25 1 Nipper Street, Homebush NSW 2140
Short name	Substituting Party

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 2

Background

- A. The Retiring Party and Council are parties to the Planning Agreement in respect of 57,63 & 83 Church Street, Parramatta ('**Agreement**')
- B. The Retiring Party has requested its rights and obligations under the Agreement be transferred to the Substituting Party.
- C. The parties have agreed to novate the Agreement on the terms and conditions contained in this Deed.

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 3

1. Definitions

In this Deed, unless the context otherwise requires:

Agreement means the Planning Agreement for 57, 63 & 83 Church Street Parramatta dated 22 January 2014 dealing registered number A1392225.

Deed means this deed of novation and includes all annexures, schedules, attachments, and exhibits.

Novation Date means the date of this Deed.

2. Interpretation

2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply.

2.2 A reference to:

- (a) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced, or novated;
- (c) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (d) a person includes any type of entity or body of persons, whether or not it is incorporated, or has a separate legal identity, and any executor, administrator, or successor in law of the person;
- (e) any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency is a reference to the body which most closely serves the purposes or objects of the first-mentioned body; and
- (f) anything (including a right, obligation, or concept) includes each part of it.

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 4

- 2.3 A singular word includes the plural, and vice versa.
- 2.4 A word which suggests one gender includes the other genders.
- 2.5 If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- 2.6 If an example is given of anything (including a right, obligation, or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- 2.7 The words subsidiary, holding company, and related body corporate have the same meanings as in the *Corporations Act 2001* (Cth).
- 2.8 A reference to dollars or \$ is to an amount in Australian currency.
- 2.9 A reference to this document includes the agreement recorded by this document.
- 2.10 Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in clauses dealing with GST.
- 2.11 A reference to a month is to a calendar month.
- 2.12 A reference to a term defined in the Agreement has the same meaning when used in this Deed.
- 2.13 This Deed is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

3. Novation

- 3.1 By way of novation and with effect on and from the Novation Date:
- (a) the parties agree that the Substituting Party is substituted for the Retiring Party as a party under the Agreement;
 - (b) the Substituting Party agrees to comply with all of the obligations of the Retiring Party under the Agreement (including obligations which may have arisen before the Novation Date) which are not performed prior to the Novation Date;
 - (c) the Substituting Party assumes the obligations and liabilities of the Retiring Party under the Agreement (whether arising before, on, or after the Novation

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 5

Date) and will be bound by the Agreement as if the Substituting Party had been originally named in the Agreement in place of the Retiring Party;

- (d) the Substituting Party has the benefit of all the Retiring Party's rights under the Agreement;
- (e) notices to the Substituting Party under the Agreement must be provided using the details specified in clause 9 of this Deed (**Notices**);
- (f) the Council:
 - (i) acknowledges that the Agreement is in full force and effect; and
 - (ii) acknowledges that as at the Novation Date, there is no default of the Agreement subsisting that is not rectified by the signing of this Deed; and
 - (iii) accepts the Substituting Party's replacement for the Retiring Party as a party to the Agreement, on and with effect from the Novation Date; and
- (g) any reference in the Agreement to the Retiring Party is to be read as a reference to the Substituting Party.

4. Release

- 4.1 On and from the Novation Date, the Retiring Party releases and discharges Council from all claims, demands, obligations, and liability under the Agreement.
- 4.2 On and from the Novation Date, Council releases and discharges the Retiring Party from all claims, demands, obligations, and liability under the Agreement, which relate to the period on and after the Novation Date.

5. Warranty

Each party warrants in respect of itself that it has full power and capacity to enter into and perform its obligations under this Deed and the execution, delivery, and performance of this Deed complies with its constitution or other constituent documents (as applicable).

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 6

6. Confidentiality

The Substituting Party and Retiring Party must not, and must ensure that each of their employees and subcontractors do not, without Council's written approval, disclose or give to any person any document or other information that is the property of Council (or any copy or record of any such document or information), or any confidential document concerning the business of Council acquired by the Substituting Party or Retiring Party before, on or after the Novation Date (whether under the Agreement or this Deed), except for the purposes of performing its obligations under the Agreement.

7. Costs

- 7.1 The Retiring Party and Substituting Party must, jointly and severally, pay the Council's reasonable costs in relation to this Deed.
- 7.2 The Retiring Party and Substituting Party must pay their own legal and other costs in relation to this Deed.

8. Electronic execution

- 8.1 The parties acknowledge and agree that:
- (a) this Deed may be executed and exchanged using electronic means;
 - (b) each party consents to the execution and exchange of this Deed by electronic means; and
 - (c) the parties agree to be legally bound by this Deed being executed and exchanged by electronic means.
- 8.2 If a party delivers an executed counterpart of this Deed by electronic means:
- (a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
 - (b) the failure of a party to deliver an originally executed counterpart will not affect the validity or effectiveness of the Deed.
- 8.3 Each party agrees that a company that executes this Deed under section 127 of the *Corporations Act 2001* (Cth) may do so by having each signatory sign a copy or a

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 7

counterpart of this Deed in a physical or electronic form. Each such company agrees to be legally bound by this Deed signed in this way.

9. Notices

- 9.1 For the purposes of all provisions of the Agreement regarding service of notices, the details of the Substituting Party are:

Postal address: Retail 24 & 25, 1 Nipper Street, Homebush, NSW 2140

Substituting Party's Representative:

Name: Yi Zhou

Position: Head of Property and Finance

Phone: 02 9378 1000

Email: yi.zhou@jqz.com.au

10. General

- 10.1 An agreement, representation, covenant, right, or obligation:

- (a) in favour of two or more persons is for the benefit of them jointly and severally; and
- (b) on the part of two or more persons binds them jointly and severally.

- 10.2 A party cannot assign, charge, encumber or otherwise deal with any of its rights or obligations under this Deed, or attempt or purport to do so, without the prior written consent of each other party.

- 10.3 A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 8

- 10.4 Nothing in this Deed in any way restricts or otherwise affects Council's unfettered discretion to exercise its statutory powers as a public authority.
- 10.5 The invalidity, illegality, or unenforceability of any provisions of this Deed will not affect the validity or enforceability of any other provisions.
- 10.6 This Deed may only be varied in writing by the agreement of the parties.
- 10.7 This Deed shall not be binding on any party until all parties have executed this Deed.
- 10.8 Each party must promptly do all things (including executing all documents) necessary or desirable to give full effect to this Deed.
- 10.9 This Deed may be executed in any number of counterparts, each of which will have the effect of an original and all counterparts when taken together will form one original.
- 10.10 This Deed is governed by and construed in accordance with the law of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Deed.

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 9

Executed as a deed

Signed for and on behalf of **City of Parramatta Council (ABN 49 907 174 773)**
by its authorised officer, in the presence of:

Jane Cheung
Signature of witness

Jane Cheung
Name of witness

C/- City of Parramatta Council
Address of witness
126 Church Street
Parramatta NSW 2150

Jennifer Concato
Signature of authorised officer

Signature of authorised officer

Jennifer Concato
Name of authorised officer

Name of authorised officer

Executive Director City Planning and Design
Position of authorised officer

Signed by **Gateway Parramatta One Pty Ltd**
ACN 607 653 565 in accordance with section
127 of the *Corporations Act 2001* (Cth):

Signature of director / secretary

Name of director / secretary

Signature of director

Name of director

Signed by **Gateway Parramatta One Commercial Pty Ltd ACN 607 735 660** in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of director / secretary

Name of director / secretary

Signature of director

Name of director

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 10

Signed by **Gateway Parramatta Two Pty Ltd**
ACN 607 653 574 in accordance with section
127 of the *Corporations Act 2001* (Cth):

Signature of director / secretary

Signature of director

Name of director / secretary

Name of director

Signed by **Gateway Parramatta Two**
Commercial Pty Ltd ACN 607 735 759 in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of director / secretary

Signature of director

Name of director / secretary

Name of director

Signed by **JQZ Seventeen Pty Ltd ACN 657**
888 214 as trustee for the JQZ Seventeen
Unit Trust ABN 74 489 580 973

in accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of director / secretary



Signature of director

Name of director / secretary

JIANQIU ZHANG

Name of director

Deed of Novation	Version 1.01
Contact Officer: Legal Services	Page 11