

DEED OF NOVATION

City of Parramatta Council
and

Loura Petroleum Pty Ltd
George Lantouris
CN Marion Pty Ltd
Vivian Groutsis

and

N.N.N.C Investments Pty Ltd

for

Planning Agreement for 33-43 Marion Street, Parramatta, NSW,
2150

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Deed of Novation

Parties

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

Name	Loura Petroleum Pty Limited
ABN	162 452 075
Address	3 Kerrie Road, Oatlands NSW 2117
Short name	Retiring Party

Name	George Lantouris
Address	316 Pittwater Road East Ryde NSW 2113
Short name	Retiring Party

Name	CN Marion Pty Ltd
ABN	608 474 488
Address	Level 1, 354 Bay Street, Brighton Le-Sands NSW 2216
Short name	CN Marion

Name	Vivian Groutsis
Address	Level 3, 91 George Street Parramatta NSW 2150
Short name	Retiring Party

Name	N.N.N.C Investments Pty Ltd
ABN	642 003 030
Address	Level 1, 354 Bay Street Brighton Le-Sands NSW 2216
Short name	Substituting Party

Date of Deed:	
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Background

- A. The Retiring Party, CN Marion and Council are parties to the Agreement.
- B. The Retiring Party has transferred its rights and obligations in relation to the following Folios:
- (i) 14/182289;
 - (ii) A/349279; and
 - (iii) 10/1/976
- under the Agreement to the Substituting Party.
- C. The Retiring Party has agreed to novate all rights and obligations under the Agreement to the Substituting Party on the terms and conditions contained in this Deed. CN Marion has provided its consent to this course of action.
- D. Upon the novation of the Retiring Party's rights and obligations the Substituting Party acquires all the rights and obligations conferred on the Retiring Party under the Agreement.
- E. For the avoidance of doubt, Marion CN continues to be bound by the Agreement.

1. Definitions

In this Deed, unless the context otherwise requires:

Agreement means [Planning Agreement for 33-43 Marion Street, Parramatta dated 12 November 2020], a copy of which is attached to this Deed, as Attachment 1.

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

Novation Date means [date noted above].

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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.

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- 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 in relation to Folios 14/182289, A/349279 and 10/1/ 976 as a party under the Agreement; and
 - (b) the Substituting Party agrees to comply with all of the obligations of the Retiring Party in relation to Folios 14/182289, A/349279 and 10/1/ 976 as under the Agreement (including obligations which may have arisen before the Novation Date) which are not performed prior to the Novation Date;

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- (c) the Substituting Party assumes the obligations and liabilities of the Retiring Party in relation to Folios 14/182289, A/349279 and 10/1/ 976 under the Agreement (whether arising before, on, or after the Novation Date) in relation 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 in under the Agreement in relation to in relation to Folios 14/182289, A/349279 and 10/1/ 976.
- (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) 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 in relation to in relation to Folios 14/182289, A/349279 and 10/1/ 976 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).

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

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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

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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: PO Box 585 Brighton Le Sands NSW 2216

Substituting Party's Representative:

Name: Nabil and Nassim Said

Position: Director

Phone: [0498 888 884 and 0477 888 777]

Email: [nabil@ultimatesecurity.com.au and nassim@ultimatesecurity.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.

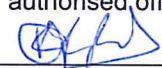
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- 10.4 Nothing in this Deed in any way restricts or otherwise affects Council's unfettered discretion to exercise its statutory powers as a public authority.
- 10.5 The invalidity, illegality, or unenforceability of any provisions of this Deed will 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.

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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:


Signature of witness

Riya Uppal

Name of witness

Senior Project Officer - Infrastructure Planning
Address of witness

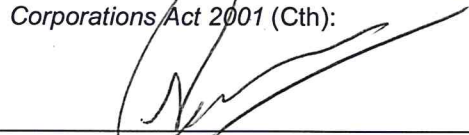

Signature of authorised officer

Anthony Newland

Name of authorised officer

Group Manager Infrastructure Planning & Design
Position of authorised officer

Signed by **Laura Petroleum Pty Ltd (ACN 16 2 452 075)** in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of director / secretary

Sanjeev Kumar Laura
Name of director / secretary

Signature of director

Name of director

Signed by **George Lantouris**


Signature of director / secretary

GEORGE LANTOURIS
Name of director / secretary

Signature of director

Name of director

Signed by **CN Marion Pty Ltd (ACN 608 474 488)** in accordance with section 127 of the Corporations Act 2001 (Cth):

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Signature of director / secretary

NASSIM SAID

Name of director / ~~secretary~~



Signature of director

NABIL SAID

Name of director

Signed by **Vivian Groutsis**

Signature of director / secretary

Name of director / secretary

Signature of director

Name of director

Signed by **N.N.N.C Investments Pty Ltd (ACN 642 003 030)** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Signature of director / secretary

NASSIM SAID

Name of director / ~~secretary~~



Signature of director

NABIL SAID

Name of director