

# Deed of Novation and Variation

**The Council of the City of Sydney** ABN 22 636 550 790 and  
**Dahua Group Waterloo Project Pty Ltd** ABN 79 602 597 697 and  
**Young Street Property Investment Pty Ltd** ABN 65 652 301 525

**For Planning Agreement 903-921 Bourke Street, Waterloo**

Reference: X114865

**Deed of Novation (Planning Agreement)**

Version number and year of contract

**Green Global Connected**

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**THIS DEED OF NOVATION AND VARIATION** is made on

2025.

**BETWEEN:**

- (1) **The Council of the City of Sydney ABN 22 636 550 790** of Town Hall House, 456 Kent Street, SYDNEY NSW 2000 (the **City**); and
- (2) **Dahua Group Waterloo Project Pty Ltd** ABN 79 602 597 697 of Suite 2, level 20, 201-217 Elizabeth Street, Sydney NSW 2000 (the **Outgoing Party**); and
- (1) **Young Street Property Investment Pty Ltd** ABN 65 652 301 525 of 9 George Street Strathfield NSW 2137 (the **Incoming Party**).

**BACKGROUND**

- (A) The City and the Outgoing Party are parties to the Planning Agreement.
- (B) The parties agree to novate the Planning Agreement as set out in this Deed.
- (C) Subsequent to the transfer of the Property to the Incoming Party, it was proposed to modify the concept design for the development resulting in a change to some of the proposed areas of land to be dedicated to the City under the Planning Agreement.
- (D) The City and the Incoming Party have agreed to vary the Planning Agreement in the manner set out in this Deed of Novation and Variation.
- (E) The parties acknowledge and agree that the modification and resultant change to the proposed areas of land to be dedicated to the City constitutes a material change to the Planning Agreement and as such this Deed of Novation and Variation is required to be re-exhibited.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this document.

**Effective Date** means the date of transfer of the Property to the Incoming Party being 16 December 2024.

**Planning Agreement** means the agreement named "Planning Agreement" dated 26 March 2019 entered into between the City and the Outgoing Party, registration number AP227769.

**1.2 Rules for interpreting this document**

Words and expressions defined in the Planning Agreement have the same meaning in this Deed.

## 2. **NOVATION AND VARIATION**

### 2.1 **Consent**

By signing this Deed the City is deemed to have given its prior written consent to the Developer's Dealing with the Planning Agreement to the Incoming Party.

### 2.2 **Novation**

The parties acknowledge and agree that the Planning Agreement is novated so that, on and from the Effective Date:

- (a) the Incoming Party replaces the Outgoing Party under the Planning Agreement; and
- (b) any reference in the Planning Agreement to the Outgoing Party will be read as a reference to the Incoming Party.

### 2.3 **Variation**

The parties agree that the Planning Agreement is varied as follows:

#### **Schedule 3 (Public Benefits)**

- 1. **Public Benefits – Overview** The first 6 rows of the table 1.1 to 1.6 (inclusive) are deleted and replaced with the new rows 1.1 to 1.6 (inclusive) attached to this Deed at Attachment "A", showing the amended square metres and attributed value of the dedicated areas in markup.

#### **2. Annexure A Plans**

The following plans attached as Annexure A are deleted:

- (a) Setout – Public Owned - Park - Dwg No. 1210 prepared by Mako Architecture dated 18/10/2018
- (b) Setout – Public Owned - Streets - Dwg No. 1211 prepared by Mako Architecture dated 18/10/2018
- (c) Setout – Public Owned – Plaza in Stratum - Dwg No. 1212 prepared by Mako Architecture dated 18/10/2018
- (d) Setout – Public Owned – Plaza and Through Site Links - Dwg No. 1213 prepared by Mako Architecture dated 18/10/2018
- (e) Setout – Public Owned - Setbacks - Dwg No. 1214 prepared by Mako Architecture dated 18/10/2018
- (f) Setout – Public Domain - Summary - Dwg No. 1230 prepared by Mako Architecture dated 22/10/2018;

and are replaced with the following new plan attached to this Deed as Attachment "B":

VPA DEDICATIONS PLAN OF PROPOSED SUBDIVISION OF LOT 102 IN DP 1203640 AND REDEFINITION OF LOT 1 IN DP 800771 (POST DA 2021/1415) prepared by LTS Issue 07-03-2025.

3. **RIGHTS AND OBLIGATIONS**

On and from the Effective Date:

- (a) the Incoming Party obtains the rights and assumes the obligations and liabilities of the Outgoing Party under the Planning Agreement in respect of events occurring on and after the Effective Date; and
- (b) the City as the continuing party must continue to comply with its obligations and liabilities under the Planning Agreement on the basis that the Incoming Party has replaced the Outgoing Party under the Planning Agreement in accordance with this Deed.

4. **RELEASE AND LIABILITY**

4.1 **City**

The City releases and discharges the Outgoing Party from:

- (a) all of the Outgoing Party's obligations and liabilities under the Planning Agreement; and
- (b) all actions, claims, demands and proceedings that it may have against the Outgoing Party in respect of the performance of, and obligations under the Planning Agreement,

arising in respect of events occurring on or after the Effective Date.

4.2 **Outgoing Party**

The Outgoing Party releases and discharges the City from:

- (a) all of the City's obligations and liabilities under the Planning Agreement; and
- (b) all actions, claims, demands and proceedings that it may have against the City in respect of the performance of, and obligations under the Planning Agreement,

arising in respect of events occurring on or after the Effective Date.

5. **CONFIRMATION OF PLANNING AGREEMENT**

Subject to this Deed, the City and the Incoming Party ratify and confirm the Planning Agreement, which remains fully effective.

6. **REPRESENTATIONS AND WARRANTIES**

6.1 **Authority**

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this Deed.

## 6.2 Authorisations

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms.

## 7. LEGAL AND ADMINISTRATIVE COSTS

The parties acknowledge and agree that the Incoming Party is responsible for the legal and administrative costs for the preparation and re-exhibition of this Deed.

## 8. GENERAL

- (a) This Deed is governed by the laws 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.
- (b) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this Deed.
- (c) This Deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.
- (d) Nothing in this Deed in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

**EXECUTED** as a deed.

**Signed, sealed and delivered** for  
**THE COUNCIL OF THE CITY OF  
SYDNEY** by its duly authorised  
officer, in the presence of:

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position of officer

456 Kent Street, Sydney NSW 2000  
Address of witness

**EXECUTED** by **DAHUA GROUP  
WATERLOO PROJECT PTY LTD** (ACN  
602 597 697) in accordance with s127(1)  
of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **YOUNG STREET  
PROPERTY INVESTMENT PTY LTD** ACN  
652 301 525] in accordance with s127(1)  
of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

## ATTACHMENT A

	<b>Public Benefit</b>	<b>Attributed Value</b>	<b>Due date</b>	<b>Additional specifications</b>
1.1	Transfer Land  - McEvoy St Footway Widening	\$44,000	After Completion but before the issue of the first Occupation Certificate for the Development.	Remediation and dedication of land for a 2m footpath along McEvoy Street (in addition to the RMS dedication for road) (an area of not less than 220 square metres)  Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document.
1.2	Transfer Land  - Bourke St Footway Widening	\$54,000	After Completion but before the issue of the first Occupation Certificate for the Development.	Remediation and dedication of land for a 3m footpath widening (an area not less than 270 square metres) along Bourke Street for delivery of a shared path along Bourke Street  Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document.
1.3	Transfer Land  - Through site links and public square	\$460,000	After Completion but before the issue of the first Occupation Certificate for the Development.	Remediation and dedication of land for the through site link and plaza surrounding the Valve House  An area of not less than 2300 square metres  Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document.
1.4	Transfer Land	\$255,800	After Completion but before the issue of the first	Remediation and dedication of land for public streets along the



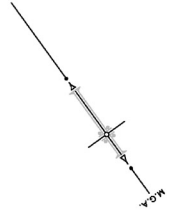
	- Public Streets		Occupation Certificate for the Development.	<p>Northern portion of the site.</p> <p>An area of not less than 1,279 square metres</p> <p>Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document.</p>
1.5	Transfer Land - Plaza in Stratum	\$98,000	After Completion but before the issue of the first Occupation Certificate for the Development.	<p>Remediation and dedication of land for a plaza in stratum to a depth of not less than 1.5m above the waterproof membrane of the basement structure</p> <p>An area of not less than 490 square metres</p> <p>Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document.</p>
1.6	Transfer Land - Park	\$282,200	After Completion but before the issue of the first Occupation Certificate for the Development.	<p>Remediation and dedication of land for a park along the North-East boundaries of the site.</p> <p>An area of not less than 1,411 square metres</p> <p>Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document.</p>

ATTACHMENT B: PLANS

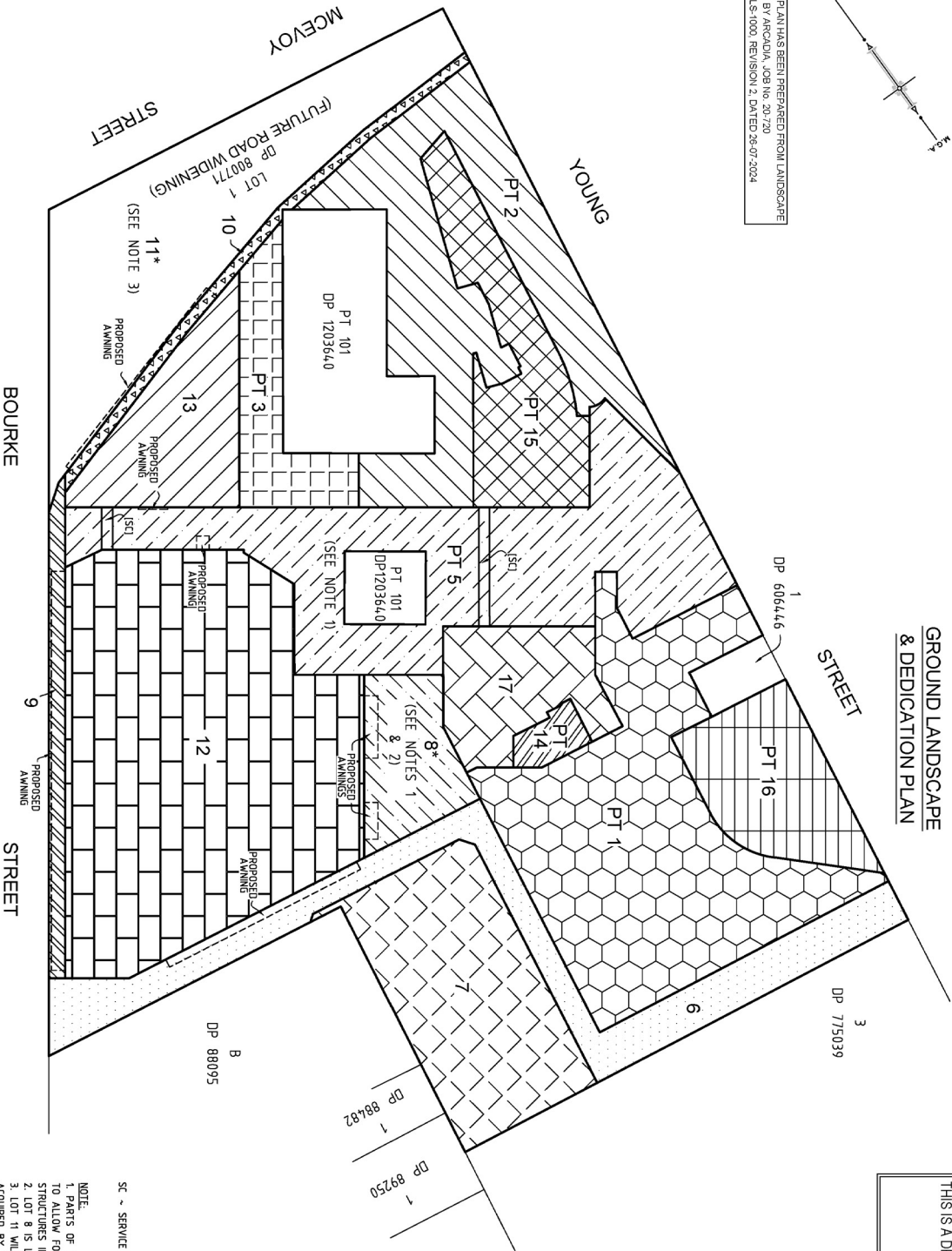
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 sheet(s)



THIS PLAN HAS BEEN PREPARED FROM LANDSCAPE PLAN BY ARCADIA, JOB NO. 201720 REF: LS-1000, REVISION 2, DATED 26-07-2024



GROUND LANDSCAPE & DEDICATION PLAN

THIS IS A DRAFT PLAN ONLY AND IS SUBJECT TO:  
 \* DA APPROVAL  
 \* FINAL DESIGN  
 \* FINAL SURVEY

SCHEDULE OF LOTS

LOT No.	NOTES
1	
2	
3	
4	NOT ON THIS LEVEL
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
11*	
PRIVATE LAND	
LOT No.	AREA
5	2300m <sup>2</sup>
6	1279m <sup>2</sup>
7	1411m <sup>2</sup>
8	4900m <sup>2</sup>
9	2700m <sup>2</sup>
10	2200m <sup>2</sup>
TOTAL	5970m <sup>2</sup>
PUBLIC LAND DEDICATION	
LOT No.	AREA
5	2300m <sup>2</sup>
6	1279m <sup>2</sup>
7	1411m <sup>2</sup>
8	4900m <sup>2</sup>
9	2700m <sup>2</sup>
10	2200m <sup>2</sup>
TOTAL	5970m <sup>2</sup>

SC \* SERVICE CORRIDOR, LIMITED IN STRATUM

NOTE:  
 1. PARTS OF LOT 5 AND 8 WILL BE DEDICATED IN STRATUM TO ALLOW FOR SERVICE CORRIDORS AND OVERHANGING STRUCTURES IN BUILDINGS LOCATED ON PRIVATE LAND.  
 2. LOT 8 IS LIMITED IN DEPTH TO 15m BELOW SURFACE.  
 3. LOT 11 WILL REMAIN AS PRIVATE OPEN SPACE UNTIL ACQUIRED BY TNSW

SURVEYOR  
 Name: JACEK OZKOWSKI  
 Date of Survey: DRAFT ONLY  
 Surveyor's Reference: 51740005DP & VPA

VPA DEDICATIONS  
 PLAN OF PROPOSED SUBDIVISION OF  
 LOT 102 IN DP 1203640  
 AND REDEFINITION OF LOT 1 IN DP 800771  
 (POST DA 2021/1415)

LGA: STONEY  
 Locality: WATERLOO  
 Reduction Ratio: 1:500  
 Lengths are in metres.



Registered  
**DP DRAFT**  
 51740 005DP\_8 VPA  
 ISSUE: 07-03-2025