

Deed of Variation to Planning Agreement

Environmental Planning and Assessment Act 1979

29 Northview Road, Gillieston Heights 2321

SVPA2023-81

Minister administering the *Environmental Planning and Assessment Act 1979*
(ABN 20 770 707 468)

Universal Property Group Pty Limited (ACN 078 297 748)

UPG 400 Pty Ltd (ACN 659 722 559)



Electronic signature of me, Bhart Bhushan,
affixed by me on 24th June 2025



Electronic signature of me, Bhart Bhushan,
affixed by me on 24th June 2025

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This Deed of Variation is dated

Parties:

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) c/- NSW Department of Planning Housing and Infrastructure of Level 11, 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW 2150

(Minister)

and

Universal Property Group Pty Limited (ACN 078 297 748) of 137 Gilba Road, Giraween NSW 2145

and

UPG 400 Pty Ltd (ACN 659 722 559) of 137 Gilba Road, Giraween NSW 2145

(together, the **Developer**)

Introduction

- A** On 28 February 2025, the Developer and the Minister entered into the Planning Agreement.
- B** The Planning Agreement applies to the Land and the Development, as defined in the Planning Agreement.
- C** The definition of Development in the Planning Agreement includes the incorrect Development Application reference.
- D** The Developer has offered, and the Minister has agreed, to amend the Planning Agreement as set out in this Deed to substitute the correct Development Application reference for the incorrect Development Application reference.



Electronic signature of me, Bhart Bhushan,
affixed by me on 24th June 2025



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1 Definitions and interpretation

1.1 Definitions

In this Deed:

- (a) **Deed** means this Deed including any schedules, annexures and appendices to this Deed. A reference to this Deed includes the agreement recorded in this Deed.
- (a) **Planning Agreement** means the planning agreement dated 28 February 2025, entered into between the Minister and the Developer in relation to the Land.

1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) expressions and phrases used but not defined in this Deed have the same meanings they have in the Planning Agreement; and
- (b) clause 1.2 of the Planning Agreement will apply to the interpretation and construction of this Deed.

2 Status of this Deed

This Deed is an amendment to the Planning Agreement within the meaning of clause 203(5) of the *Environmental Planning and Assessment Regulation 2021*.

3 Commencement

This Deed commences operation from the date it is signed by all parties.

4 Capacity

4.1 Warranties and representations

Each party warrants to each other party that:

- (a) it has power to enter into this Deed;
- (b) this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (c) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust.

4.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

5 Amendment to Planning Agreement

5.1 Amendment

On and from the commencement of this Deed, the Planning Agreement is amended as set out in this clause 5.

5.2 Clause 1 – Definitions

In clause 1.1 replace the definition of ‘Development’ and the note with the following definition:

Development means the proposed subdivision of the Land (in stages) into approximately 54 residential lots, two residue lots, and provision of associated infrastructure including roads, stormwater drainage and other associated works generally in accordance with the plan in Schedule 7 and DA/2019/278 lodged with Maitland City Council.

6 Confirmation

Upon execution of this Deed by the parties, each party is bound by the Planning Agreement as amended by this Deed.

7 Amendments not to affect accrued rights and obligations

7.1 The amendments to the Planning Agreement under this Deed do not affect the validity or enforceability of the Planning Agreement as amended.

7.2 Nothing in this Deed:

- (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Planning Agreement before the date of this Deed; or
- (b) discharges, releases or otherwise affects any liability or obligation arising under the Planning Agreement before the date of this Deed.

8 Registration of Deed

The parties acknowledge and agree that clauses 7.1-7.4 of the Planning Agreement apply to this Deed as if they were set out in full in this Deed.

9 GST

Clause 9 of the Planning Agreement applies as if it forms part of this Deed.

10 General

10.1 Entire agreement

This Deed and the Planning Agreement as amended by this Deed constitute the entire agreement between the Parties regarding the matters set out in this Deed and supersedes any prior representations, understandings or arrangements between the Parties, whether orally or in writing.

10.2 Amendment

No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Minister and the Developer as a Deed.

10.3 Incorporation of clauses

Clauses 13.3-13.14 of the Planning Agreement are incorporated in this Deed as if they were set out in full in this Deed.

10.4 Expenses and stamp duty

- (a) The Developer and the Minister will pay their own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed.
- (b) The Developer must pay all Taxes assessed on or in respect of this Deed and any instrument or transaction required or contemplated by or necessary to give effect to this Deed (including stamp duty and registration fees, if applicable).

10.5 Notices

Clause 13.16 of the Planning Agreement is incorporated in this Deed as if it was set out in full in this Deed. For the purposes of this Deed, Address for Service means the address of each party appearing below or any new address notified by any party to all other parties as its new Address for Service:

Minister

Contact: The Secretary

Address: Department of Planning, Housing and Infrastructure
4 Parramatta Square, 12 Darcy Street
PARRAMATTA NSW 2150

Email: planningagreements@planning.nsw.gov.au

Universal Property Group Pty Limited

Contact: The Company Director and Secretary

Address: 137 Gilba Road
GIRRAWEE NSW 2145

Email: info@bathla.com.au

UPG 400 Pty Ltd

Contact: The Company Director and Secretary

Address: 137 Gilba Road
GIRRAWEE NSW 2145

Email: info@bathla.com.au

10.6 Electronic execution

- (a) Each party consents to this Deed and any variations of this Deed being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this Deed or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this Deed and any variation of it:
 - (i) insertion of an image (including a scanned image) of the person's own unique signature on to the Deed;
 - (ii) insertion of the person's name on to the Deed; or
 - (iii) use of a stylus or touch finger or a touch screen to sign the Deed,provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE]*' are also included on the Deed;
 - (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the Deed; or
 - (v) as otherwise agreed in writing (including via email) between the parties.
- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this Deed and that electronic signing of this Deed by or on behalf of a party indicates that party's intention to be bound.
- (e) A signed copy of this Deed transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Deed for all purposes.

Execution page

Executed as a deed.

Signed, sealed and delivered by the **Minister administering the *Environmental Planning and Assessment Act 1979*** (ABN 20 770 707 468) in the presence of:

.....
Signature of witness

.....
Signature of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

.....
Name of witness in full

.....
Name of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

.....
Address of witness

*By signing this deed, the witness states that they witnessed the signing of this deed by:

.....
(being the name of the Minister's delegate) over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Signed, sealed and delivered by **Universal Property Group Pty Limited** (ACN 078 297 748) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Bhart Bhushan.

.....
Signature of Sole Director and Secretary

Bhart Bhushan

.....
Name of Sole Director and Secretary in full

Electronic signature of me Bhart Bhushan,
affixed by me on 24 June 2025

Signed, sealed and delivered by **UPG 400 Pty Ltd** (ACN 659 722 559) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Bhart Bhushan.

.....
Signature of Sole Director and Secretary

Bhart Bhushan

.....
Name of Sole Director and Secretary in full

Electronic signature of me Bhart Bhushan,
affixed by me on 24 June 2025