



Deed of Amendment to Planning Agreement Narara Ecovillage to release Stage 2 Lots

Central Coast Council
Narara Ecovillage Co-operative Limited

Parties

Central Coast Council of 49 Mann Street Gosford NSW (**Council**)

Narara Ecovillage Co-operative Limited ABN 86 789 868 574 (**Developer**)

Background

- A Council is the successor entity to Gosford City Council.
- B Council and the Developer are parties to a Planning Agreement under the former section 93F of the Environmental Planning and Assessment Act 1979 with respect to what was originally Lot 13 in Deposited Plan 1126998 (**Planning Agreement**).
- C The Planning Agreement was amended by deed dated 19 January 2018 (Deferral Deed).
- D Council and the Developer have agreed to further amend the Planning Agreement as set out in this document.

Operative provisions

1 Amendments to the Planning Agreement

- 1.1 The parties agree that the Planning Agreement is amended so that the following lots are released from the Planning Agreement:
 - 1.1.1 Lots 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, and 93 in DP 270882.
- 1.2 The Planning Agreement as amended by the Deferral Deed and this deed will be continued to be registered upon the title to Lots 1, 38, 39 and 95 DP 270882 as at the date of this deed.
- 1.3 Council agrees to sign a New South Wales Land Registry Form 11R in the form of that attached to this document in order to effect the release of the above lots from the Planning Agreement.

2 Rights and obligations unaffected

- 2.1 The rights, duties, obligations and liabilities of the parties under the Planning Agreement and Deferral Deed with respect to the remaining Land or arising from any prior act, omission, representation or conduct prior to the date of this document are not affected by the execution or operation of this document.
- 2.2 Without limiting clause 2.1, the obligations of the Developer to provide public benefits under the Planning Agreement and the Deferral Deed (notwithstanding the passage of time) are not affected by this deed.
- 2.3 The parties acknowledge that a proposed further amendment to the Planning Agreement is being reported to Council in the near future for consideration by Council which is independent of this deed.

3 Legal fees

- 3.1 Each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this document and any document related to this document, unless the Council engages external lawyers in connection with those matters in which case the Developer must pay the reasonable legal costs incurred by the Council.

4 Counterparts

- 4.1 This document is properly executed if each party executes either this document or an identical document. In the latter case, this document takes effect when the separately executed documents are exchanged between the parties. Exchange of separately executed documents may take place electronically (by fax or by email).

5 Planning Agreement definitions

- 5.1 Terms defined in the Planning Agreement have the same meaning in this document, unless the context otherwise requires.

Execution and date

Executed as a deed.

Dated 2024

Executed on behalf of the **Central Coast Council** under delegated authority by:

.....
Signature of witness

.....
Signature of authorized officer

.....
Name (print)

.....
Name (print)

Executed by **Narara Ecovillage Co-operative Limited** acting by the following persons:

.....
Signature of director/ secretary

.....
Signature of director

.....
Name (print)

.....
Name (print)

NSW Land Registry Services Form 11R

REQUEST

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office. Duties Assessment No. _____
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(B) TORRENS TITLE

As per annexed schedule of titles

(C) REGISTERED DEALING

Number AH773078T	Torrens Title
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(D) LODGED BY

Document Collection Box	Name, Address, Telephone, and Customer Account Number if any Cowell Clarke Commercial Lawyers Level 2, 50 Pitt Street, Sydney NSW 2000	CODE R
	Email: amutton@cowellclarke.com.au	
	Reference: Narara	

(E) APPLICANT

Narara Ecovillage Co-operative Limited ABN 86 789 868 574

(F) NATURE OF REQUEST

That Planning Agreement AH773078T be removed from the title of the above land

(G) TEXT OF REQUEST

Planning Agreement AH773078T is registered over various parcels of land including the land in the above schedule of titles. The Applicant requests that Planning Agreement AH773078T be removed from the land comprised in the above schedule of titles. Central Coast Council ABN 73 149 644 003 (formerly Gosford City Council) has consented to the removal of the Planning Agreement from the above land.

DATE _____

(H) I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness: _____

Signature of authorised officer: _____

Name of witness: _____

Authorised officer's name: _____

Address of witness: _____

Authority of officer: _____

Signing on behalf of: _____

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant _____ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: _____ Signature: _____

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

This is the Schedule of Titles referred to in the Request Form 11R in respect of Registered Dealing AH773078T

Schedule of titles

Title Reference	Title Reference
51/270882	71/270882
52/270882	74/270882
53/270882	75/270882
54/270882	76/270882
55/270882	77/270882
56/270882	78/270882
57/270882	79/270882
58/270882	80/270882
59/270882	81/270882
60/270882	82/270882
61/270882	83/270882
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65/270882	87/270882
66/270882	88/270882
67/270882	89/270882
68/270882	90/270882
69/270882	91/270882
70/270882	92/270882
71/270882	93/270882
72/270882	