

## Appendix 2

### Property attributes including Land Titles

13-61 Union Road - 53 & 55 Union Rd, Penrith										
Property	Current Address	Previously known as Address	Legal Description	Area (m2)	Current Classification	Proposed Classification	Nature of Council's Interest	How and When Interest Acquired	Reason Acquired	Agreements / Notes
Part Union Road Carpark Penrith	13-61 Union Road Penrith	53 Union Road Penrith	Lot 16 Sec 2 DP 976320	830	Community	Operational	Registered Owner	Purchased from private owner 22 November, 1994. Funds made available from the Penrith CBD Section 94 Car Parking Fund.	Car parking purposes.	The land is subject to a trust for a public purpose (car parking)
Part Union Road Carpark Penrith	13-61 Union Road Penrith	55 Union Road Penrith	Lot 17 Sec 2 DP 976320	795	Community	Operational	Registered Owner	Privately from private owner 30 November, 1994. Funds made available from the Penrith CBD Section 94 Car Parking Fund.	Car parking purposes.	The land is subject to a trust for a public purpose (car parking)
Welch Place Carpark Penrith - 154 Henry Street, Penrith										
Welch Place Carpark Penrith	154 Henry Street Penrith		Lot 100 DP 872220	771	Community	Operational	Registered Owner	<b>See below for details</b> 154 Henry St Penrith comprises Lot 100 DP 872220 which is a plan of consolidation of Lot 1 DP 508076 and Lots 1 & 4 DP 219296. The land was originally acquired between 1963 and 1965.	Car parking purposes.	A portion of the land is subject to a trust for a public purpose (car parking).
			Legal Description	Area (m2)	Classification resolution	Classification after resolution	How and When Interest Acquired	Notes		
Welch Place Carpark Penrith	156 Henry Street Penrith		Lot 1 DP 508075 - Past	594	Yes	Operational	Purchased from private owner 18 October 1965. No record of how funds made available for this purchase.	Council resolution 6 June 1994		
Welch Place Carpark Penrith	154 Henry Street Penrith		Lot 1 DP 219296 - Past	771	Yes	Operational - See Notes	Purchased from private owner 17 July 1964. No record of how funds made available for this purchase.	There is an apparent trust created for the use of Lot 1 DP219296 for car parking by the public, the land <b>should therefore be treated as community land</b> by virtue of Schedule 7 – Savings, Transitional and Other Provisions Part 2 of the Local Government Act 1993 Clause 6(2)(b)		
Welch Place Carpark Penrith	156a Henry Street Penrith		Lot 4 DP 219296 - Past	120	No	Community	Purchased from private owner 4 March 1964. No record of how funds made available for this purchase.	There is no classification resolution for Lot 4 DP219296 under Henry or High Street in the Council resolution of 6 June 1994, following commencement of the Local Government Act, 1993. Any land that may be classified by resolution that is not classified within 1 year from commencement of the Local Government Act, 1993 is taken to be classified as community land - Schedule 7 – Savings, Transitional and Other Provisions Part 2 of the Local Government Act 1993 Clause 6(7).  It would appear that Lot 4 DP219296 is community classified.		



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

598905

S.R.P. 13A. No.

New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

Fees: £ a. d.  
Lodgment : : :  
Endorsement : : :  
Certificate : : :



**I, PENRITH TENPIN BOWLING PTY. LIMITED**

(Trusts must not be disclosed in the transfer.)  
Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)  
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One pounds -----  
 (£1. 0, 0 ) (the receipt whereof is hereby acknowledged) paid to the Company by

The Council of the City of Penrith do hereby transfer to

THE COUNCIL OF THE CITY OF PENRITH the Council Chambers of which is situate at Station Street, Penrith  
(herein called transferee)

Company's ALL such the Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	CASTLEREAGH	PART	8425	146	Being Lot 1 in Deposited Plan 219296. <i>Now being whole of land comprised in Cert's of title, Vol. 7800 Fol. 48 &amp; 49</i>

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot etc. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol."  
Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

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Ref: /Src:A

(3)

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (c) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

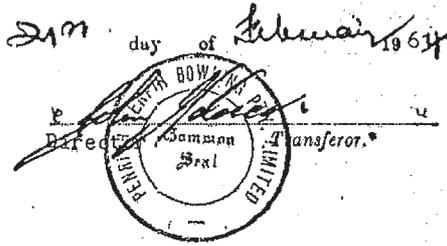
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace in such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Seppois this 21<sup>st</sup> day of February 1964  
Signed in my presence by the transferor  
THE COMMON SEAL OF PENRITH  
WHO IS PERSONALLY KNOWN TO ME  
TENPIN BOWLING PTY. LIMITED was  
hereunto affixed pursuant to the  
authority of a resolution of the  
Board of Directors in the  
presence of:  
B. J. J. J.  
Secretary.



THE COMMON SEAL OF THE COUNCIL  
Signed in my presence by the transferee  
OF THE CITY OF PENRITH was  
hereunto affixed this 21<sup>st</sup>  
day of February 1964

Accepted, and I hereby certify this Transfer to be correct  
for the purposes of the Real Property Act, 1  
W. L. Latham  
Mayor  
Stanley  
Town Clerk Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.  
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.  
Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of— \_\_\_\_\_

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signatures of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non- revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by such Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

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No. **J5 598905**

LODGED BY \_\_\_\_\_



**FEES.**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 3s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.  
 (b) A supplementary charge of 10s. is made in each of the following—  
 (i) where a restrictive covenant is imposed; or  
 (ii) a new easement is created; or  
 (iii) a partial discharge of mortgage is endorsed on the transfer.  
 (c) Where a new Certificate of Title must issue the extra charges are—  
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;  
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;  
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
 Where the engrossing exceeds 16 folios, an amount of 6s. per folium extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**  
To be filled in by person lodging dealing.

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_
- 6 \_\_\_\_\_

Received Docs. Nos. \_\_\_\_\_  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**  
(N.B.—Before execution read marginal note.)

**COMMONWEALTH TRADING BANK OF AUSTRALIA**

*mortgagee under Mortgage No. J334510*

*releases and discharges the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.*

*And DUNCAN IAN McPHERSON, an Acting Assistant Inspector for the time being of the Commonwealth Trading Bank of Australia and as such being the Attorney mentioned and referred to in Power of Attorney from the said Bank dated 14 January, 1960 registered No. 82162 Miscellaneous Register an attested copy of which has been filed with the Land Titles Office No. 18770 hereby states that he has not received any notice of Informalities of the revocation of the said Power of Attorney under the authority of which he has executed the within instrument.*

*Signed in my presence by* **Commonwealth Trading Bank of Australia**

**COMMONWEALTH TRADING BANK OF AUSTRALIA**  
By His Attorney

BY **DUNCAN IAN McPHERSON**  
who is personally known to me.

*To be marked generally*  
*1964*  
*Mortgagee.*

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

**INDEXED**  **MEMORANDUM OF TRANSFER**

*Subject to consent*

Checked by *S* Particulars entered in Register Book.  
Volume *9800* Folio *68*

Passed (in S.D.B.) by \_\_\_\_\_

Signed by *J. J. Johnston* the *30th* day of *November* 19*64* at *20 minutes past 2 o'clock in the afternoon.*

*Registrar-General*

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL.		
FOL.		

EXTRA FEES

*KL* *P*

*10* *12/12/64*