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*Crown Lands Act*

**Offer of Crown Land for Sale by Auction**

I, Leah Marree Clifford, the Delegate of the Minister for Lands, Planning and the Environment, in pursuance of Division 1 of part 3 of the *Crown Lands Act*, give notice that:

- (a) a public auction shall be conducted on **Tuesday 17 June 2014 at 6.00pm**, at the **Darwin Convention Centre, Darwin Waterfront Precinct, Stokes Hill Road, Darwin NT**.
- (b) a Crown lease term over the parcel of land described in Schedule 1 (below) shall be offered at the auction:
- (c) a Crown lease term over the parcel of land described in Schedule 2 (below) shall be offered at the auction:
- (d) a Crown lease term over the parcel of land described in Schedule 3 (below) shall be offered at the auction:
- (e) a Crown lease term over the parcel of land described in Schedule 4 (below) shall be offered at the auction:
- (f) the zoning for the land appears opposite the relevant lot in Column 5 of Schedules 1, 2, 3 and 4 and the purpose for which the land may be used is, subject to any other law in force in the Territory, the purpose as set out in the relevant Northern Territory Planning Scheme in respect of the land described in Schedules 1, 2, 3 and 4 from time to time for the relevant zone;
- (g) the lease of the parcels of land which are identified in Schedules 1, 2, 3 and 4 shall be for a term as specified in Column 7 and shall be subject to the general provisions of the *Crown Lands Act* and to the conditions set out in Schedules 5, 6, 7 and 8 respectively;
- (h) the annual rental payable in respect of the parcels of land described in Schedules 1, 2, 3 and 4 shall be 5% of the purchase price (GST inclusive);
- (i) there are no improvements on the parcels of land described in Schedules 1, 2, 3 and 4;

- (j) the successful bid for the Crown lease term to be offered at the auction shall be not less than the reserve price set in respect of the Crown lease term. Should the bidding not reach the reserve price, the highest bidder shall be given the right to purchase the Crown lease term at the reserve price or at such other price as either the Minister for Planning and Lands or any delegate appointed by him for this purpose under section 7 of the *Crown Lands Act* shall accept. Should the highest bidder not exercise that right immediately or should the highest offer made immediately after the unsuccessful auction not be accepted, the Crown lease term shall from that time be available for sale over the counter at the reserve price, or at such other price as the Minister may determine, subject to the advertised conditions and on a first come, first served basis until withdrawn from sale;
- (k) where any lot is sold but where the terms of the contract of sale are not completed, the lot will immediately become available for sale over the counter at the reserve price or at such other price as the Minister may determine, on a first come first served basis;
- (l) the successful purchaser of the parcel of land described in Schedules 1, 2, 3 and 4 shall be required to enter into a contract of sale for the purchase of the Crown lease term and shall, at the time of purchase, pay to the Territory a deposit of not less than 10% of the purchase price. Payment of the balance of the purchase price shall be by cash or bank cheque;
- (m) the contract of sale in respect of the Crown lease term of the parcel of land described in Schedules 1, 2, 3 and 4 shall contain a clause that the completion of the contract of sale shall take place within 60 days from the date of the execution of the contract by both parties or in such other time as agreed between the parties. Where the successful purchaser does not complete the purchase as required by the contract of sale, including the time specified for the completion of the sale, the deposit, except that amount that exceeds 10% of the purchase price, shall be forfeited to the Territory;
- (n) the contract of sale in respect of the Crown lease term of the parcel of land described in Schedules 1, 2, 3 and 4 shall contain a clause that the purchaser agrees that the deposit paid is to be accepted by the agent (auctioneer) on behalf of the Territory and once paid to the agent (auctioneer) is to be paid to the Receiver of Territory Monies, Department of Lands, Planning and the Environment, as soon as practicable but no later than settlement;
- (o) a clause of the contract of sale in respect of the Crown lease term shall require the successful purchaser to satisfy himself/herself as to the boundaries of the parcel of land the subject of the Crown lease term of the parcel of land described in Schedules 1, 2, 3 and 4;
- (p) the Crown lease term of the parcel of land described in Schedules 1, 2, 3 and 4 shall be granted subject to its present state regarding road access, water supply, sewerage or drainage and electricity supply to or on the land;
- (q) the successful purchaser of the Crown lease term over the parcel of land described in Schedules 1, 2, 3 and 4 will be responsible for seeking the approval of the relevant service authorities, prior to the commencement of works (including site preparation).

- (r) easements for the purpose of supplying services under the *Water Supply and Sewerage Act* and *Power and Water Authority Act* may be reserved out of the Crown lease term of the parcel of land described in Schedules 1, 2, 3 and 4;
- (s) when the purchase price has been paid in full, a Crown lease term of the parcel of land described in Schedules 1, 2, 3 and 4 shall be granted and shall be subject to the *Crown Lands Act* and to any other law in force in the Territory;
- (t) intending purchasers are bound by the conditions of auction described in Schedule 9 of this notice; and
- (u) intending purchasers may obtain details of the land(s) offered for sale in this notice at the office of LJ Hooker Darwin, Suite 1, 25 Parap Road, Parap NT 0804.

Dated this 15 day of May 2014

Leah Marree Clifford  
Delegate of the Minister for  
Lands, Planning and the Environment

**Schedule 1**  
**Leasehold Land**

Column 6 Refers to the Schedule of Lease Conditions

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>	<b>Column 6</b>	<b>Column 7</b>
<b>Lot</b>	<b>Approx Size m<sup>2</sup></b>	<b>Street</b>	<b>Location</b>	<b>Zoning</b>	<b>Tenure</b>	<b>Term</b>
2409	2410m <sup>2</sup>	Tamarind Road	Palmerston	Multiple Dwelling	Leasehold Schedule 5	2 Years

**Schedule 2**  
**Leasehold Land**

Column 6 Refers to the Schedule of Lease Conditions

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>	<b>Column 6</b>	<b>Column 7</b>
<b>Lot</b>	<b>Approx size m<sup>2</sup></b>	<b>Street</b>	<b>Location</b>	<b>Zoning</b>	<b>Tenure</b>	<b>Term</b>
7103	5790m <sup>2</sup>	Bonson Terrace	Palmerston	Multiple Dwelling	Leasehold Schedule 6	2 Years

**Schedule 3**  
**Leasehold Land**

Column 6 Refers to the Schedule of Lease Conditions

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>	<b>Column 6</b>	<b>Column 7</b>
<b>Lot</b>	<b>Approx size m<sup>2</sup></b>	<b>Street</b>	<b>Location</b>	<b>Zoning</b>	<b>Tenure</b>	<b>Term</b>
1980	3250m <sup>2</sup>	Wallaby Holtze Road	Palmerston	Light Industry	Leasehold Schedule 7	2 Years

**Schedule 4**  
**Leasehold Land**

Column 6 Refers to the Schedule of Lease Conditions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Lot	Approx size m <sup>2</sup>	Street	Location	Zoning	Tenure	Term
1981	4830m <sup>2</sup>	Wallaby Holtze Road	Palmerston	Light Industry	Leasehold Schedule 8	2 Years

**Schedule 5**

Lot 2409, Town of Palmerston

The Lease of **Lot 2409 Town of Palmerston** (described in Schedule 1) shall contain the following conditions:

**Lease Conditions CLT2449 (“Lease”)**

**Lot 2409 Town of Palmerston (“Leased Land”)**

**Commencement Date:**

This Lease will commence the date it is registered at the Land Titles Office (“Commencement Date”).

**Expiry Date:**

This Lease will expire two (2) years from the Commencement Date.

**Definitions:**

“Building Permit” means the building permit issued under the *Building Act*.

“Complete” means the completion of the construction of the Development Works and either:

- (a) the issue of a certificate of compliance in relation to the Development Permit for the Development Works; or
- (b) the issue of a Permit to Occupy in relation to the Building Permit for the Development Works.

“Development Permit” means the development permit issued under the *Planning Act*.

“Development Works” means the construction of a minimum of five (5) dwellings on the Leased Land in accordance with the Lease Purpose and the subject of any Development Permit.

“Substantially Commence” means the completion of piling and footings, or footings and ground slab (as applicable) for the Development Works.

**Reservations:**

1. Reservation of a right of entry and inspection.
2. Reservation of all minerals, mineral substances and ores in or upon the Leased Land, including gems, stones, sands, valuable earths and fossil fuels.
3. Reservation of a power of resumption.

**Provisions:**

1. The purpose of this Lease is to use and develop the Leased Land to construct the Development Works as outlined in the Definitions contained in this Lease in accordance with the Northern Territory Planning Scheme Zone of the Leased Land ("Lease Purpose").
2. Subject to provision 4 of this Lease, the annual rent for this Lease will be \$[rent] ("Rent") which is 5% of the purchase price paid for the Crown Lease (inclusive of GST).
3. If at any time after the Rent becomes due and is unpaid for six (6) months or more, this Lease will be liable to be forfeited.
4. The Rent is not payable if the Lessee complies with Conditions 2, 3 and 4.
5. If the Lessee does not comply with either of Condition 2, 3 or 4, the Territory will give notice to the Lessee and upon the giving of such notice, the requirement for the payment of Rent in accordance to provision 2 of this Lease, will commence immediately from that notice and the Rent will be due and payable annually in advance with no remissions for the remaining term of this Lease.
6. This Lease is granted under and subject to the *Crown Lands Act* and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions and will, subject to the *Crown Lands Act* and the Regulations, be liable to be forfeited for non-compliance with any such lease condition.
7. The Lessee may at any time surrender this Lease in the manner prescribed under the *Crown Lands Act*.
8. For the purpose of section 58 of the *Crown Lands Act* the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements.

**Lease Conditions ("Conditions"):**

1. Subject to the *Crown Lands Act*, the Lessee must use the Leased Land only for the Lease Purpose.
2. The Lessee must secure the Development Permit for the Development Works within six (6) months of the Commencement Date.
3. The Lessee must Substantially Commence the Development Works within ten (10) months of the Commencement Date.
4. The Lessee must Complete the Development Works within two (2) years of the Commencement Date.
5. Access to the site is to be from Tamarind Road only, to the satisfaction of the City of Palmerston.

6. The Lessee is responsible for the cost of the provision and connection of all services, including access, to the Leased Land to the satisfaction of the relevant authorities.
7. The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.
8. The Lessee must construct and have titles issued in relation to the dwellings constructed in a single stage, and acknowledges and agrees it will not be able to undertake the Development Works or the titling process as a staged development under the *Unit Title Schemes Act*.
9. The Lessee must at all times comply with the Northern Territory Planning Scheme as relevant to the Leased Land and/or the Development Permit affecting the Leased Land.
10. The Lessee must ensure that all building plans for the Development Works have the necessary statutory approvals prior to commencement of building the Development Works.
11. The Lessee must pay any rates and taxes which may at any time during the Term of this Lease become due in respect of the Leased Land.
12. The Lessee must ensure that, at all times and to the satisfaction of the Minister, the Leased Land, is maintained and kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive, poisonous, toxic or hazardous matter and is not permitted to become a harbour for insects, pests and the breeding of mosquitoes.
13. If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of Condition 12, the Territory has the right to enter onto the Leased Land and do all things necessary to that end and the expense and the cost thereof, will be payable by the Lessee on demand.
14. The Lessee must at all times maintain and repair and keep in repair all improvements on the Leased Land to the satisfaction of the Minister.
15. The Lessee must effect and maintain insurance appropriate for the Lease Purpose for the term of this Lease and such insurance must include public and general liability insurance of at least twenty million dollars (\$20,000,000.00) for any one occurrence.
16. The Lessee must, on request by the Territory from time to time, provide the Territory with a copy of a certificate of currency for the insurance policy or policies required by this Lease, certified by the insurer as being true and correct.
17. The Lessee must not do or fail to do or permit to be done or omitted any act whereby any insurance required under this Lease may be rendered void or voidable.
18. The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Territory from and against:
  - (a) all actions, claims and demands made against the Territory in respect of any damage to or loss of property, personal injury or death sustained by any person, including the Lessee, its servants and agents and the employees, servants and agents of the Territory, in connection with the Lease Purpose or its activity on the Leased Land in any manner whatsoever; and
  - (b) all costs, damages and expenses which may be incurred by the Territory in defending any action, claim or demand referred to in Condition 18(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.

19. The Lessee may, upon completion of the Development Works in accordance with this Lease and upon payment of any monies owing to the Territory, surrender the whole of this Lease in exchange for an estate in fee simple subject to payment of all costs, charges and expenses relating to the process of the grant of freehold title to the Leased Land.

### **Schedule 6**

Lot 7103, Town of Palmerston

The Lease of **Lot 7103 Town of Palmerston** (described in Schedule 2) shall contain the following conditions:

#### **Lease Conditions CLT2448 ("Lease")**

#### **Lot 7103 Town of Palmerston ("Leased Land")**

#### **Commencement Date:**

This Lease will commence the date it is registered at the Land Titles Office ("Commencement Date").

#### **Expiry Date:**

This Lease will expire two (2) years from the Commencement Date.

#### **Definitions:**

"Building Permit" means the building permit issued under the *Building Act*.

"Complete" means the completion of the construction of the Development Works and either:

- (c) the issue of a certificate of compliance in relation to the Development Permit for the Development Works; or
- (d) the issue of a Permit to Occupy in relation to the Building Permit for the Development Works.

"Development Permit" means the development permit issued under the *Planning Act*.

"Development Works" means the construction of a minimum of ten (10) dwellings on the Leased Land in accordance with the Lease Purpose and the subject of any Development Permit.

"Substantially Commence" means the completion of piling and footings, or footings and ground slab (as applicable) for the Development Works.

#### **Reservations:**

1. Reservation of a right of entry and inspection.
2. Reservation of all minerals, mineral substances and ores in or upon the Leased Land, including gems, stones, sands, valuable earths and fossil fuels.
3. Reservation of a power of resumption.



**Provisions:**

1. The purpose of this Lease is to use and develop the Leased Land to construct the Development Works as outlined in the Definitions contained in this Lease in accordance with the Northern Territory Planning Scheme Zone of the Leased Land ("Lease Purpose").
2. Subject to provision 4 of this Lease, the annual rent for this Lease will be \$[rent] ("Rent") which is 5% of the purchase price paid for the Crown Lease (inclusive of GST).
3. If at any time after the Rent becomes due and is unpaid for six (6) months or more, this Lease will be liable to be forfeited.
4. The Rent is not payable if the Lessee complies with Conditions 2, 3 and 4.
5. If the Lessee does not comply with either of Conditions 2, 3 or 4, the Territory will give notice to the Lessee and upon the giving of such notice, the requirement for the payment of Rent in accordance to provision 2 of this Lease, will commence immediately from that notice and the Rent will be due and payable annually in advance with no remissions for the remaining term of this Lease.
6. This Lease is granted under and subject to the *Crown Lands Act* and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions and will, subject to the *Crown Lands Act* and the Regulations, be liable to be forfeited for non-compliance with any such lease condition.
7. The Lessee may at any time surrender this Lease in the manner prescribed under the *Crown Lands Act*.
8. For the purpose of section 58 of the *Crown Lands Act* the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements.

**Lease Conditions ("Conditions"):**

1. Subject to the *Crown Lands Act*, the Lessee must use the Leased Land only for the Lease Purpose.
2. The Lessee must secure the Development Permit for the Development Works within six (6) months of the Commencement Date.
3. The Lessee must Substantially Commence the Development Works within ten (10) months of the Commencement Date.
4. The Lessee must Complete the Development Works within two (2) years of the Commencement Date.
5. Access to the site is to be from the existing stub road and roundabout at the intersection of Bonson Tce and Port Mar Street.
6. The Lessee is responsible for the cost of the provision and connection of all services, including access, to the Leased Land to the satisfaction of the relevant authorities.
7. The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.

8. The Lessee must construct and have titles issued in relation to the dwellings constructed in a single stage, and acknowledges and agrees it will not be able to undertake the Development Works or the titling process as a staged development under the *Unit Title Schemes Act*.
9. The Lessee must at all times comply with the Northern Territory Planning Scheme as relevant to the Leased Land and/or the Development Permit affecting the Leased Land.
10. The Lessee must ensure that all building plans for the Development Works have the necessary statutory approvals prior to commencement of building the Development Works.
11. The Lessee must pay any rates and taxes which may at any time during the Term of this Lease become due in respect of the Leased Land.
12. The Lessee must ensure that, at all times and to the satisfaction of the Minister, the Leased Land, is maintained and kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive, poisonous, toxic or hazardous matter and is not permitted to become a harbour for insects, pests and the breeding of mosquitoes.
13. If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of Condition 12, the Territory has the right to enter onto the Leased Land and do all things necessary to that end and the expense and the cost thereof, will be payable by the Lessee on demand.
14. The Lessee must at all times maintain and repair and keep in repair all improvements on the Leased Land to the satisfaction of the Minister.
15. The Lessee must effect and maintain insurance appropriate for the Lease Purpose for the term of this Lease and such insurance must include public and general liability insurance of at least twenty million dollars (\$20,000,000.00) for any one occurrence.
16. The Lessee must, on request by the Territory from time to time, provide the Territory with a copy of a certificate of currency for the insurance policy or policies required by this Lease, certified by the insurer as being true and correct.
17. The Lessee must not do or fail to do or permit to be done or omitted any act whereby any insurance required under this Lease may be rendered void or voidable.
18. The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Territory from and against:
19. All actions, claims and demands made against the Territory in respect of any damage to or loss of property, personal injury or death sustained by any person, including the Lessee, its servants and agents and the employees, servants and agents of the Territory, in connection with the Lease Purpose or its activity on the Leased Land in any manner whatsoever; and
20. All costs, damages and expenses which may be incurred by the Territory in defending any action, claim or demand referred to in Condition 18(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.

21. The Lessee may, upon completion of the Development Works in accordance with this Lease and upon payment of any monies owing to the Territory, surrender the whole of this Lease in exchange for an estate in fee simple subject to payment of all costs, charges and expenses relating to the process of the grant of freehold title to the Leased Land.

### **Schedule 7**

Lot 1980, Town of Palmerston

The Lease of **Lot 1980 Town of Palmerston** (described in Schedule 3) shall contain the following conditions:

#### **Lease Conditions CLT2443 (“Lease”)**

#### **Lot 1980 Town of Palmerston (“Leased Land”)**

##### **Commencement Date:**

This Lease will commence the date it is registered at the Land Titles Office (“Commencement Date”).

##### **Expiry Date:**

This Lease will expire two (2) years from the Commencement Date.

##### **Definitions:**

“Authority” means any:

- (a) Northern Territory or Commonwealth government agency, corporation, or government owned corporation;
- (b) local government authority; or
- (c) service provider (whether privately or government owned or controlled) of services or infrastructure in the nature of (without limitation) power, water, sewerage, telecommunication or gas infrastructure.

“Building Permit” means a building permit issued under the *Building Act* for the purpose of developing the Leased Land in accordance with the Lease Purpose.

“Complete” means the completion of the construction of the Development Works and either:

- (a) the issue of a certificate of compliance in relation to the Development Permit for the Development Works; or
- (b) the issue of a Permit to Occupy in relation to the Building Permit for the Development Works; or
- (c) the completion of crossovers, formal drainage works, connection to services and civil works to a value of not less than the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00) (GST inclusive) if the Leased Land is to be used solely for a storage and laydown area.

“Development Permit” means the development permit issued under the *Planning Act* for the purpose of developing of the Leased Land in accordance with the Lease Purpose.

“Development Works” means the development work on the Leased Land in accordance with the Lease Purpose and the subject of any Building Permit, Development Permit or Authority approval.

“Substantially Commence” means:

- (a) the completion of piling and footings, or footings and ground slab (as applicable) for the Development Works; or
- (b) the issue of all the approval(s) required from the relevant Authority or Authorities, where the Development Works involve the construction of crossovers, formal drainage works, connection to services and civil works to or on the Leased Land

**Reservations:**

1. Reservation of a right of entry and inspection.
2. Reservation of all minerals, mineral substances and ores in or upon the Leased Land, including gems, stones, valuable earths and fossil fuels.
3. Reservation of a power of resumption.

**Provisions:**

1. The purpose of this Lease is to use and develop the Leased Land in accordance with the Northern Territory Planning Scheme Zone of the Leased Land viz Light Industry ("Lease Purpose").
2. Subject to provision 4 of this Lease, the annual rent for this Lease will be \$[rent] ("Rent") which is 5% of the purchase price paid for the Crown Lease (inclusive of GST).
3. If at any time after the Rent becomes due and is unpaid for six (6) months or more, this Lease will be liable to be forfeited.
4. The Rent is not payable if the Lessee complies with Conditions 2 and 3.
5. If the Lessee does not comply with either of Conditions 2 or 3, the Territory will give notice to the Lessee and upon the giving of such notice, the requirement for the payment of Rent in accordance to provision 2 of this Lease, will commence immediately from that notice and the Rent will be due and payable annually in advance with no remissions for the remaining term of this Lease.
6. This Lease is granted under and subject to the *Crown Lands Act* and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions and will, subject to the *Crown Lands Act* and the Regulations, be liable to be forfeited for non-compliance with any such lease condition.
7. The Lessee may at any time surrender this Lease in the manner prescribed under the *Crown Lands Act*.
8. For the purpose of section 58 of the *Crown Lands Act*, the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements.

**Lease Conditions (“Conditions”):**

1. Subject to the *Crown Lands Act*, the Lessee must use the Leased Land only for the Lease Purpose.

2. The Lessee must Substantially Commence the Development Works within ten (10) months of the Commencement Date.
3. The Lessee must Complete the Development Works within two (2) years of the Commencement Date.
4. The Lessee must at all times comply with the Northern Territory Planning Scheme as relevant to the Leased Land and/or the Development Permit.
5. The Lessee must ensure that all building plans for the Development Works have the necessary statutory approvals prior to commencement of building the Development Works.
6. The Lessee must pay any rates and taxes which may at any time during the term of this Lease become due in respect of the Leased Land.
7. The Lessee must ensure that at all times and to the satisfaction of the Minister, the Leased Land is maintained and kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive, poisonous, toxic or hazardous matter and is not permitted to become a harbour for insects, pests and the breeding of mosquitoes.
8. If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of Condition 7, the Territory has the right to enter onto the Leased Land and do all things necessary to that end and the expense and the cost thereof, will be payable by the Lessee on demand.
9. The Lessee must at all times maintain and repair and keep in repair all improvements on the Leased Land to the satisfaction of the Minister.
10. The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.
11. The Lessee is responsible for the cost of the provision and connection of all services, including access to the Leased Land to the satisfaction of the relevant authorities.
12. The Lessee must effect and maintain insurance appropriate for the Lease Purpose for the term of this Lease and such insurance must include public and general liability insurance of at least twenty million dollars (\$20,000,000.00) for any one occurrence.
13. The Lessee must, on request by the Territory from time to time, provide the Territory with a copy of a certificate of currency for the insurance policy or policies required by this Lease certified by the insurer as being true and correct.
14. The Lessee must not do or fail to do or permit to be done or omitted any act whereby any insurance required under this Lease may be rendered void or voidable.
15. The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Territory from and against:
  - (a) all actions, claims and demands made against the Territory in respect of any damage to or loss of property, personal injury or death sustained by any person, including the Lessee, its servants and agents and the employees, servants and agents of the Territory, in connection with the Lease Purpose or its activity on the Leased Land in any manner whatsoever; and
  - (b) all costs, damages and expenses which may be incurred by the Territory in defending any action, claim or demand referred to in Condition 15(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.

16. The Lessee may, upon completion of the Development Works in accordance with this Lease and upon payment of any monies owing to the Territory, surrender the whole of this Lease in exchange for an estate in fee simple subject to payment of all costs, charges and expenses relating to the process of the grant of freehold title to the Leased Land.

### **Schedule 8**

Lot 1981, Town of Palmerston

The Lease of **Lot 1981 Town of Palmerston** (described in Schedule 4) shall contain the following conditions:

#### **Lease Conditions CLT2444 ("Lease")**

#### **Lot 1981 Town of Palmerston ("Leased Land")**

##### **Commencement Date:**

This Lease will commence the date it is registered at the Land Titles Office ("Commencement Date").

##### **Expiry Date:**

This Lease will expire two (2) years from the Commencement Date.

##### **Definitions:**

"Authority" means any:

- (a) Northern Territory or Commonwealth government agency, corporation, or government owned corporation;
- (b) local government authority; or
- (c) service provider (whether privately or government owned or controlled) of services or infrastructure in the nature of (without limitation) power, water, sewerage, telecommunication or gas infrastructure.

"Building Permit" means a building permit issued under the *Building Act* for the purpose of developing the Leased Land in accordance with the Lease Purpose.

"Complete" means the completion of the constructions of the Development Works and either:

- (a) the issue of a certificate of compliance in relation to the Development Permit for the Development Works; or
- (b) the issue of a Permit to Occupy in relation to the Building Permit for the Development Works or
- (c) the completion of crossovers, formal drainage works, connection to services and civil works to a value of not less than the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00) (GST inclusive) if the Leased Land is to be used solely for a storage and laydown area.

"Development Permit" means the development permit issued under the *Planning Act* for the purpose of developing of the Leased Land in accordance with the Lease Purpose.

“Development Works” means the development work on the Leased Land in accordance with the Lease Purpose and the subject of any Building Permit, Development Permit or Authority approval.

“Substantially Commence” means:

- (a) the completion of piling and footings, or footings and ground slab (as applicable) for the Development Works; or
- (b) the issue of all the approval(s) required from the relevant Authority or Authorities, where the Development Works involve the construction of crossovers, formal drainage works, connection to services and civil works to or on the Leased Land

**Reservations:**

1. Reservation of a right of entry and inspection.
2. Reservation of all minerals, mineral substances and ores in or upon the Leased Land, including gems, stones, valuable earths and fossil fuels.
3. Reservation of a power of resumption.

**Provisions:**

1. The purpose of this Lease is use and develop the Leased Land in accordance with the Northern Territory Planning Scheme Zone of the Leased Land viz Light Industry ("Lease Purpose").
2. Subject to provision 4 of this Lease, the annual rent for this Lease will be \$[rent] ("Rent") which is 5% of the purchase price paid for the Crown Lease (inclusive of GST).
3. If at any time after the Rent becomes due and is unpaid for six (6) months or more, this Lease will be liable to be forfeited.
4. The Rent is not payable if the Lessee complies with Conditions 2 and 3.
5. If the Lessee does not comply with either of Conditions 2 or 3, the Territory will give notice to the Lessee and upon the giving of such notice, the requirement for the payment of Rent in accordance to provision 2, will commence immediately from that notice and the Rent will be due and payable annually in advance with no remissions for the remaining term of this Lease.
6. This Lease is granted under and subject to *the Crown Lands Act* and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions and will, subject to the *Crown Lands Act* and the Regulations, be liable to be forfeited for non-compliance with any such lease condition.
7. The Lessee may at any time surrender this Lease in the manner prescribed under the *Crown Lands Act*.
8. For the purpose of section 58 of the *Crown Lands Act*, the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements.

**Lease Conditions (“Conditions”):**

1. Subject to the *Crown Lands Act*, the Lessee must use the Leased Land only for the Lease Purpose.

2. The Lessee must Substantially Commence the Development Works within ten (10) months of the Commencement Date.
3. The Lessee must Complete the Development Works within two (2) years of the Commencement Date.
4. The Lessee must at all times comply with the Northern Territory Planning Scheme as relevant to the Leased Land and/or the Development Permit.
5. The Lessee must ensure that all building plans for the Development Works have the necessary statutory approvals prior to commencement of building the Development Works.
6. The Lessee must pay any rates and taxes which may at any time during the Term of this Lease become due in respect of the Leased Land.
7. The Lessee must ensure that at all times and to the satisfaction of the Minister, the Leased Land is maintained and kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive, poisonous, toxic or hazardous matter and is not permitted to become a harbour for insects, pests and the breeding of mosquitoes.
8. If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of Condition 7, the Territory has the right to enter onto the Leased Land and do all things necessary to that end and the expense and the cost thereof, will be payable by the Lessee on demand.
9. The Lessee must at all times maintain and repair and keep in repair all improvements on the Leased Land to the satisfaction of the Minister.
10. The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.
11. The Lessee is responsible for the cost of the provision and connection of all services, including access to the Leased Land to the satisfaction of the relevant authorities.
12. The Lessee must effect and maintain insurance appropriate for the Lease Purpose for the term of the Lease and such insurance must include public and general liability insurance of at least twenty million dollars (\$20,000,000.00) for any one occurrence.
13. The Lessee must, on request by the Territory from time to time, provide the Territory with a copy of a certificate of currency for the insurance policy or policies required by this Lease, certified by the insurer as being true and correct.
14. The Lessee must not do or fail to do or permit to be done or omitted any act whereby any insurance required under this Lease may be rendered void or voidable.
15. The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Territory from and against:
  - (a) all actions, claims and demands made against the Territory in respect of any damage to or loss of property, personal injury or death sustained by any person, including the Lessee, its servants and agents and the employees, servants and agents of the Territory, in connection with the Lease Purpose or its activity on the Leased Land in any manner whatsoever; and
  - (b) all costs, damages and expenses which may be incurred by the Territory in defending any action, claim or demand referred to in Condition 15(a) except to the extent the damage, loss, injury or death is directly caused by a wilful or negligent act or omission of the Territory.



16. The Lessee may, upon completion of the Development Works in accordance with this Lease and upon payment of any monies owing to the Territory, surrender the whole of this Lease in exchange for an estate in fee simple subject to payment of all costs, charges and expenses relating to the process of the grant of freehold title to the Leased Land.

### **Rules and Information for the Guidance of Intending Bidders**

- Prospective purchasers are advised that a private licensed auctioneer, Mr Morgan Shearer of LJ Hooker Darwin has been appointed to conduct this public auction on behalf of the Territory.
- Each successful purchaser shall be required to provide their full name, residential address (including street or lot number) and occupation. This information is required so that the contract of sale for the Crown lease term can be correctly completed.
- Any person intending to bid on behalf of any company, business organisation or another person must produce satisfactory evidence of their authority to bid on behalf of their principal, otherwise the Crown lease term shall go to the successful bidder and the contract of sale shall be executed in their name only. In the case of companies, such evidence must be under company seal and accompanied with a Certificate of Registration showing the correct title and registered address of the company. Such evidence must be produced to the auctioneer before the auction date in order to avoid delay at the sale.
- Persons bidding on behalf of a company are advised that the Articles of Association of the Company may be required to be produced at Land and Economic Development, Fifth Floor, Energy House, 18-20 Cavenagh Street, Darwin before a Crown lease term can be issued.

### **Terms of Payment:**

1. Payment of the deposit may be made by cash or cheque, the deposit shall be payable immediately after the fall of the hammer.
2. Payment of the balance of the purchase price shall be paid by cash or bank cheque. Where payment is made by bank cheque, the bank cheque shall be for the correct amount.

### **Schedule 9**

#### **Conditions of Auction**

The following are the conditions of auction, which bidders accept and agree to be bound, by virtue of their bidding at auction:

#### **1. Auction Agreement**

A Crown Lease of each of the parcels of land as described in Schedules 1, 2, 3 and 4 is auctioned by the Northern Territory of Australia (Vendor) under the terms of the attached Auction Agreement. Bidders accept and agree to be bound by these conditions of auction by bidding at auction.

## **2. Offer**

The Crown Lease is offered for sale subject to a reserve price and to the other provisions of the Auction Agreement. The highest bidder whose bid is accepted by the Auctioneer will be the lessee of the Crown Lease with the purchase price being equal to the amount of the highest bid accepted by the Auctioneer.

Bidders should note that under the terms of the Auction Agreement, the bid accepted is exclusive of GST.

## **3. Vendor's Rights**

The Vendor reserves the right:

- a) to bid generally by itself or by its agent or by the Auctioneer; and
- b) to withdraw the Crown Lease at any time before the Crown Lease is actually sold without declaring the reserve price, whether or not the auction has commenced.

## **4. Minimum Bids**

No person will advance at each bid less than such a sum as shall be at any time decided upon and named by the Auctioneer and no bid may be withdrawn.

## **5. Auctioneer's Discretion**

The Auctioneer may at his discretion refuse to accept any bid from any person.

## **6. Re-Opening of Bids**

If any dispute or difference arises out of or in connection with the bidding (and the Auctioneer will be the sole and final judge of the existence of any dispute) the Auctioneer may re-open the bidding and re-submit the Crown Lease commencing with a former bid, or the Auctioneer may decide the dispute or difference in such other manner as he in his absolute discretion deems fit, and his decision will be final and binding on all parties.

## **7. Auctioneer's Rights**

The Auctioneer reserves the right when conducting the auction to request any bidder or bidders to advance to the rostrum and establish their bona fides and in such event the bidder or bidders will provide to the Auctioneer any authority or authorities in writing and any fact or facts as the Auctioneer deems necessary.

## **8. Successful Bidder**

- a) If the Purchaser does not sign the Auction Agreement as required, then the Auctioneer may sign it as the Purchaser's duly authorised agent and on the Purchaser's behalf and the Purchaser will be bound accordingly.
- b) By making a bid which is accepted by the Auctioneer the Purchaser will be deemed to have appointed the Auctioneer as his duly authorised agent for the purpose of completing and signing the Auction Agreement.

## **9. Questions at Auction**

### Acknowledgement:

- a) Bidders acknowledges that it has been given all information considered relevant to the Crown Lease and has had sufficient time to seek further information from the Vendor and to otherwise undertake its own enquiries and exercise its own due diligence;
- b) The Vendor, and the Auctioneer will not accept and will not be obliged to answer any questions or requests for further information at auction; and
- c) Bidders agree for all purposes, that the terms and conditions of the Crown Lease will not be subject to negotiation between the parties.