



Northern Territory of Australia

Government Gazette

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General information

The Gazette is published by the Office of the Parliamentary Counsel.

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Notices not received by the closing time will be held over until the next issue.

Notices will not be published unless a Gazette notice request form together with a copy of the signed notice and a clean copy of the notice in Word or PDF is emailed to gazettes@nt.gov.au

Notices will be published in the next issue, unless urgent publication is requested.

Availability

The Gazette will be available online at 12 Noon on the day of publication at <http://www.nt.gov.au/ntg/gazette.shtml>

Unauthorised versions of *Northern Territory Acts* and Subordinate legislation are available online at <http://www.legislation.nt.gov.au>

Northern Territory of Australia

Pastoral Land Act

Amendment of Appointment to Pastoral Land Board

I, Willem Rudolf Westra van Holthe, Minister for Land Resource Management, under section 12(1) of the *Pastoral Land Act* and with reference to section 43 of the *Interpretation Act*, amend the instrument entitled "Pastoral Land Board Appointment of Member and Chairman", dated 7 June 2013 and published in *Gazette* No. G25 on 19 June 2013, by omitting "25 June 2015" from paragraph (a) and inserting in its place "25 June 2016".

Dated 28 April 2015

W. R. Westra van Holthe
Minister for Land Resource Management

In addition to the publication of the Notice "Offer of Crown Land for Sale by Auction" which was advertised in the Northern Territory Government Gazette G18 on 6 May 2015, the following information is also provided.

Crown Lands Act

Offer of Crown Land for Sale by Auction

I, Stephen Leigh Brooks, the Delegate of the Minister for Lands and Planning, in pursuance of Division 1 of part 3 of the *Crown Lands Act*, give notice that:

- (a) a public auction shall be conducted on Thursday 18th June 2015 at 2pm at the office of Landmark Harcourts, 34 North Stuart Highway, Alice Springs;
- (b) a Crown lease term over the parcels of land described in Schedules 1 and 2 shall be offered at the auction;
- (c) the zoning for the land appears opposite the relevant lot in Column 4 of Schedules 1 and 2, and the purposes for which the land may be used are, subject to any other law in force in the Territory, the purposes as set out in the *Northern Territory Planning Scheme* in respect of the land described in Schedules 1 and 2 from time to time for the relevant zone;
- (d) the lease of the parcels of land which is identified in Schedules 1 and 2 shall be for a term as specified in Column 6 and shall be subject to the general provisions of the *Crown Lands Act* and to the conditions set out in Schedules 3 and 4;
- (e) the annual rental payable in respect of the parcel of land described in Schedules 1 and 2 shall be 5% of the purchase price (including GST);
- (f) all improvements on the parcel of land described in Schedules 1 and 2 shall be sold on an as is where is basis;
- (g) any development of the land or refurbishment of the improvements contained within the land is subject to the requirements of the Northern Territory Planning Scheme (if applicable);
- (h) 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 Lands and Planning 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;
- (i) where the portions are sold but where the terms of the Auction Agreement are not completed, the portions 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;

- (j) the successful purchaser/s of the portions of land described in Schedules 1 and 2 shall be required to enter into an Auction Agreement 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 cheque;
- (k) the Auction Agreement in respect of the Crown lease term of the portions of land described in Schedules 1 and 2 shall contain a clause that the completion of the Auction Agreement shall take place within 30 days after the date of the execution of the Auction Agreement. Where the successful purchaser does not complete the purchase as required by the Auction Agreement, 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;
- (l) the Auction Agreement in respect of the Crown lease term of the parcels of land described in Schedules 1 and 2 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;
- (m) a clause of the Auction Agreement in respect of the Crown lease term shall require the successful purchaser/s to satisfy himself/herself as to the boundaries of the portions of land the subject of the Crown lease term described in Schedules 1 and 2;
- (n) the Crown lease term of the portions of land described in Schedules 1 and 2 shall be granted subject to its present state regarding road access, water supply, sewerage or drainage and electricity supply connection to or on the land;
- (o) 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;
- (p) when the purchase price has been paid in full, a Crown lease term of the selected portions of land shall be granted and shall be subject to the *Crown Lands Act* and to any other law in force in the Territory;
- (q) intending purchasers are bound by the conditions of auction described in Schedule 6 of this notice; and
- (r) intending purchasers may obtain details of the land/s offered for sale in this notice at the office of Landmark Harcourts, 34 North Stuart Highway, Alice Springs Phone (08) 8952 1722.

Dated this 6 day of May 2015

Stephen Leigh Brooks
Delegate of the Minister for
Lands and Planning

Schedule 1

Leasehold Land

*Column 5 Refers to the Schedule 3 Lease Conditions

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>*Column 5</i>	<i>Column 6</i>
Portion Nos	Locality	Area (ha)	Zoning	Tenure	Term
6108	Pine Hill	1,000	Unzoned, but land use controls apply	Crown lease term	5 years

Schedule 2

Leasehold Land

*Column 5 Refers to the Schedule 4 Lease Conditions

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>*Column 5</i>	<i>Column 6</i>
Portion Nos	Locality	Area (ha)	Zoning	Tenure	Term
6110	Pine Hill	1,000	Unzoned, but land use controls apply	Crown lease term	5 years

Schedule 3

Northern Territory Portion 6108

The lease will commence on the day it is registered at the Registrar-General's Office.

This Lease will be for a term of five (5) years.

Reservations:

The Northern Territory of Australia reserves:

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

Provisions:

1. The purpose of this Lease is to use and develop the Leased Land for irrigated horticulture.
2. Subject to provision 4 of this Lease, the annual rent for this Lease ("Rent") will be 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.

Conditions:

1. Subject to the *Crown Lands Act* the Lessee must use the Leased Land only for the Lease Purpose.
2. Within 1 year of commencement of the lease, the Lessee must clear, cultivate and prepare a minimum of ten hectares of the Leased Land for commercial horticultural crops.
3. Within each of the second, third, fourth and fifth years of commencement of the lease, the Lessee must clear, cultivate prepare and plant a minimum of 10 hectares of the Leased Land to commercial horticultural crops so that at the end of the fifth year from the commencement of the lease a minimum of fifty hectares of the Leased Land shall be planted to commercial horticultural crops.
4. Within 5 years of commencement of the lease the Lessee must have completed the construction of infrastructure sufficient for the efficient working of the lease.
5. 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.
6. The Lessee must ensure that building plans for the development works have the necessary statutory approvals prior to commencement of the development works (if applicable).
7. 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.
8. The Lessee must ensure that, at all times and to the satisfaction of the Minister, the Leased Land, is 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 or breeding of mosquitoes.
9. If the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of Condition 8 on its part, the Territory shall have the right to enter onto the Leased Land and do all things necessary to that end and the expense and cost thereof, as determined by the Minister, shall be borne and payable by the Lessee on demand.
10. 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.
11. The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.
12. 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.

13. 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.

14. 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.

15. 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.

16. 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 the Condition 16(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory .

17. The Lessee may, upon completion of the development works under Conditions 2, 3 and 4 of the 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 4

Northern Territory Portion 6110

The lease will commence on the day it is registered at the Registrar-General's Office.

This Lease will be for a term of five (5) years.

Reservations:

The Northern Territory of Australia reserves:

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

Provisions:

1. The purpose of this Lease is to use and develop the Leased Land for irrigated horticulture.
2. Subject to provision 4 of this Lease, the annual rent for this Lease ("Rent") will be 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.

Conditions:

1. Subject to the *Crown Lands Act* the Lessee must use the Leased Land only for the Lease Purpose.
2. Within 1 year of commencement of the lease, the Lessee must clear, cultivate and prepare a minimum of ten hectares of the Leased Land for commercial horticultural crops.
3. Within each of the second, third, fourth and fifth years of commencement of the lease, the Lessee must clear, cultivate prepare and plant a minimum of 10 hectares of the Leased Land to commercial horticultural crops so that at the end of the fifth year from the commencement of the lease a minimum of fifty hectares of the Leased Land shall be planted to commercial horticultural crops.
4. Within 5 years of commencement of the lease the Lessee must have completed the construction of infrastructure sufficient for the efficient working of the lease.
5. 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.
6. The Lessee must ensure that building plans for the development works have the necessary statutory approvals prior to commencement of the development works (if applicable).
7. 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.
8. The Lessee must ensure that, at all times and to the satisfaction of the Minister, the Leased Land, is 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 or breeding of mosquitoes.
9. If the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of Condition 8 on its part, the Territory shall have the right to enter onto the Leased Land and do all things necessary to that end and the expense and cost thereof, as determined by the Minister, shall be borne and payable by the Lessee on demand.
10. 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.
11. The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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 the Condition 16(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory .
17. The Lessee may, upon completion of the development works under Conditions 2, 3 and 4 of the 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 5

Rules and Information for the Guidance of Intending Bidders

Prospective purchasers are advised that a private licensed auctioneer, Landmark Harcourts, Alice Springs has been appointed to conduct these public auctions 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 Auction Agreement 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 Auction Agreement 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 Administration, Ground Floor, Greenwell Building, 50 Bath Street, Alice Springs before a Crown lease term can be issued.

Terms of Payment:

1. Payment of the deposit may be made by 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 cheque. The amount on the cheque shall be for the correct amount.

Schedule 6

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 and 2, 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

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/she in his/her absolute discretion deems fit, and his/her 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.

Notification of Subordinate Legislation

Notice is given of the making of the following subordinate legislation, effective from the date specified:

Subordinate Legislation	Commencement details	Empowering Act
Barramundi Fishery Management Plan Amendment 2015 (No. 6 of 2015)	Date of this <i>Gazette</i>	<i>Fisheries Act</i>

For copies of legislation please direct your request to the Print Management Unit email pmu.dcm@nt.gov.au or phone (08) 8999 6727

Utilities Commission Act

Notice of Making of a Determination

In accordance with section 22 of the *Utilities Commission Act*, the Commission gives notice that it has made a variation determination to correct an error in the Side Constraint formula set out in the Formula Schedule of the 2014 Network Price Determination.

The determination takes effect from the date of this gazettal and will be taken to vary the 2014 Network Price Determination on and from that date.

A copy of the determination is available on the Commission's website (www.utilicom.nt.gov.au), or can be obtained by contacting the Commission's office by telephone (08 8999 5480) or by email (utilities.commission@nt.gov.au).

Dr Patrick Walsh
Utilities Commissioner
30 April 2015