



NORTHERN TERRITORY OF AUSTRALIA

# Government Gazette

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## GENERAL INFORMATION

General issues of the *Gazette* contain notices under the following headings: Proclamations; Legislative (Acts of Parliament assented to, Statutory Rules, By-laws, Regulations); Government departments administering particular legislation or functions; Notices under the Companies (Northern Territory) Code; Planning Act; Crown Lands Act; Private Notices; Tenders Invited; Contracts Awarded. Copies of each week's General *Gazette* are available for a cost of \$1.10 each (plus postage) and are published on a Wednesday. Copies of each week's Special *Gazettes* are available separately for a cost of \$1.10 each (plus postage). Special *Gazettes* are supplied with General *Gazettes* on a Wednesday and they are sold at \$1.10 per set (plus postage). Annual subscription rates apply from 1 July 2001. All current paid subscriptions will not be effected and will continue until their expiry dates.

**NOTICES FOR PUBLICATION** and related correspondence should be addressed to:

*Gazette* Office  
GPO Box 1447  
Darwin NT 0801  
Telephone: 08 8999 4005  
Facsimile: 08 8999 4037  
Email: ray.ellen@nt.gov.au

or hand-delivered to the reception desk  
Government Printing Office  
203 Stuart Highway, Parap.

Notices are accepted for publication in the next available issue, unless otherwise specified.

Two copies with a covering sheet stating contact name, telephone, facsimile and or e-mail details is also requested with all material submitted for publication.

**CLOSING TIMES:** Notices for publication should be lodged at the *Gazette* Office by the following time (except holiday periods for which special advice of earlier closing times will be given).

**THE CLOSING TIME FOR ALL NOTICES IN THE GENERAL GAZETTE IS 4PM WEDNESDAY THE WEEK PRIOR TO PUBLICATION.**

**SUBSCRIPTIONS** are payable in advance and are accepted for a maximum period of one calendar year. All subscriptions are on a firm basis and refunds for cancellations will not be given. Rates include surface postage in Australia and overseas. Other carriage rates are available on application.

**AVAILABILITY:** The *Gazette* may be purchased by mail from:

Retail Sales  
Government Printing Office  
GPO Box 1447  
Darwin NT 0801  
Telephone: 08 8999 4031

or purchased from

Retail Sales  
Government Printing Office  
203 Stuart Highway, Parap  
Telephone: 08 8999 4031

Northern Territory Acts, Regulations and other Northern Territory Government legislation are only obtained from the Government Publications Office, Darwin.

The *Gazette* is available for perusal at the Government Printing Office.

**ALL REMITTANCES** should be made payable to: Receiver of Territory Monies, Government Printing Office and marked to the attention of the *Gazette* Office.

## OTHER ISSUES OF THE GAZETTE

**Special Gazettes** are published on urgent matters as required. Officers responsible for arranging the insertion of urgent notices should refer to the *Gazette* Officer on this subject. They are supplied free of charge to subscribers to the General *Gazettes* or are available separately for purchase from Retail Sales.

**Registration Gazettes** which are published periodically are available for purchase from Retail Sales.



Northern Territory Government

**Parole of Prisoners Amendment Act 2013****COMMENCEMENT NOTICE**

I, TREVOR JOHN RILEY, Acting Administrator of the Northern Territory of Australia, under section 2 of the *Parole of Prisoners Amendment Act 2013* (No. 40 of 2013), fix the day on which this notice is published in the *Gazette* as the day on which that *Act* commences.

Dated 3rd January, 2014.

T. J. RILEY  
Acting Administrator

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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* S75 on 24 December 2013, the following information is also provided .

**Crown Lands Act****OFFER OF CROWN LAND FOR SALE BY AUCTION**

I, RAYMOND LOUIS SMITH, 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 Saturday 1 February 2014 at 10.00am at Lot 2663, 19 South Terrace, The Gap, Alice Springs;
- (b) a Crown lease term over the parcel of land described in Schedule 1 shall be offered at the auction;
- (c) the zoning for the land appears opposite the relevant lot in Column 4 of Schedule 1, and the purposes for which the land may be used are, subject to any other law force in the Territory, the purposes as set out in the Northern Territory Planning Scheme in respect of the land described in Schedule 1 from time to time for the relevant zone;
- (d) the lease of the parcel of land which is identified in Schedule 1 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 Schedule 2;
- (e) the annual rental payable in respect of the parcel of land described in Schedule 1 shall be 5% of the purchase price (including GST);
- (f) all improvements on the parcel of land described in Schedule 1 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;
- (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, Planning and the Environment 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 lot is sold but where the terms of the Auction Agreement 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;
- (j) the successful purchaser of the parcel of land described in Schedule 1 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 cash or bank cheque;
- (k) the Auction Agreement in respect of the Crown lease term of the parcel of land described in Schedule 1 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 parcel of land described in Schedule 1 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 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 Schedule 1;
- (n) the Crown lease term of the parcel of land described in Schedule 1 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 parcel of land shall be granted and shall be subject to the *Crown Lands Act* and to any other law in force in the Territory; and
- (q) intending purchasers may obtain details of the land offered for sale in this notice at the office of Elders Real Estate, 11 Railway Terrace, Alice Springs Phone 08 8950 3200.

Dated 6th January, 2014.

R. L. SMITH  
Delegate of the  
Minister for Lands, Planning  
and the Environment

SCHEDULE 1  
LEASED LAND

COLUMN 5 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Column 1 Lot No.	Column 2 Locality	Column 3 Area m <sup>2</sup>	Column 4 Zoning	Column 5 Tenure	Column 6 Term
2663	Alice Springs	11,000m <sup>2</sup>	MR	Crown Lease Term	3 Years

SCHEDULE 2

LOT 2663 TOWN OF ALICE SPRINGS

The Lease of Lot 2663, Town of Alice Springs (described in Schedule 1) shall contain the following conditions:

Commencement Date:

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

Expiry Date:

This Lease will expire three (3) years from the Commencement Date.

Definitions:

"Complete" means the issue of a certificate of compliance in relation to the Development Permit for the Development Works.

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

"Development Works" means the construction of residential dwellings in accordance with the Northern Territory Planning Scheme Zone of the Leased Land.

"Minister" means the Minister administering the *Crown Lands Act*.

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 residential dwellings 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 ("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 or 3.
- 5 If the Lessee does not comply with either of Condition 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 secure the Development Permit for the Development Works within twelve (12) months of the Commencement Date.
- 3 The Lessee must Complete the Development Works within three (3) 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 affecting the Leased Land.
- 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.

#### RULES AND INFORMATION FOR THE GUIDANCE OF INTENDING BIDDERS

Prospective purchasers are advised that a private licensed auctioneer, Elders Real Estate, 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, Alice Plaza Level 1, Todd Mall, Alice Springs 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.

2/2

#### Planning Act

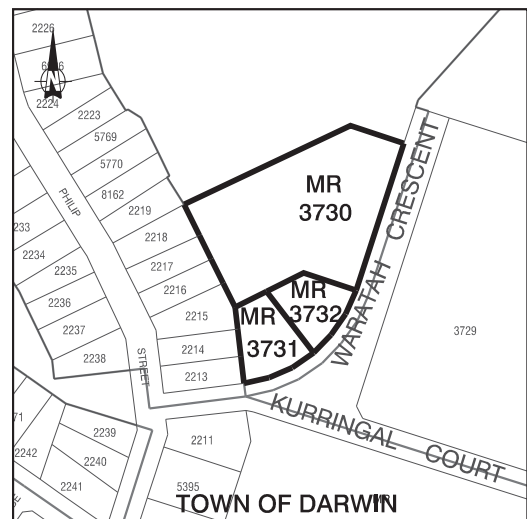
#### NOTICE OF MAKING OF AMENDMENT TO NT PLANNING SCHEME AMENDMENT No. 317

I, PETER GLEN CHANDLER, Minister for Lands, Planning and the Environment, under section 28(1) of the *Planning Act*, give notice that:

- (a) I have, under section 25(2)(a) of the *Act*, amended the NT Planning Scheme by rezoning Lots 3730, 3731 and 3732 Town of Darwin (3, 5 and 7 Waratah Crescent, Fannie Bay) from Zone CP (Community Purpose) to Zone MR (Medium Density Residential); and
- (b) Copies of the amendment, (Amendment No. 317), are available from the Offices of the Department of Lands, Planning and the Environment, Ground Floor, 16 Parap Road, Parap.

Dated 27th December, 2013.

P. G. CHANDLER  
Minister for Lands, Planning  
and the Environment



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#### Planning Act

#### NOTICE OF EXHIBITION OF PROPOSAL TO AMEND NT PLANNING SCHEME PA2011/0417

I, PETER GLEN CHANDLER, the Minister for Lands, Planning and the Environment, with reference to section 17 of the *Planning Act*, give notice of the following:

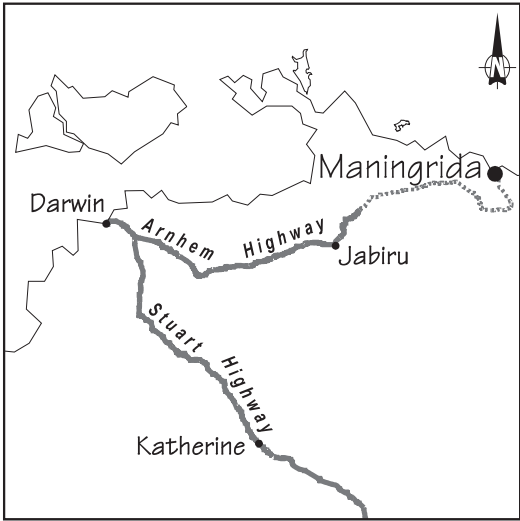
- (a) a proposal to amend the NT Planning Scheme, numbered PA2011/0417 as referred to in (e), is to be exhibited under Division 3 of Part 2 of the *Act*;
- (b) the amendment is to be exhibited at the following location:  
Office of the Department of Lands, Planning and the Environment Ground Floor, Amhemica House, 16 Parap Road, Parap
- (c) the period of exhibition is for 56 days, commencing upon first newspaper publication of the notice required by section 17(1);
- (d) written submissions in respect of this exhibition should be made to:

Peter Siebert  
Lands Planning  
Department of Lands, Planning and the Environment  
GPO Box 1680  
DARWIN NT 0801 or  
Fax: (08) 8999 7189 or  
Email: [planning.dlpe@nt.gov.au](mailto:planning.dlpe@nt.gov.au)

- (e) the proposed amendment is to the NT Planning Scheme, to introduce an area plan and zoning map for the township of Maningrida.

Dated 23rd December, 2013.

P. G. CHANDLER  
Minister for Lands, Planning  
and the Environment



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**Planning Act**

**NOTICE OF EXHIBITION OF PROPOSAL  
TO AMEND NT PLANNING SCHEME  
PA2013/1007**

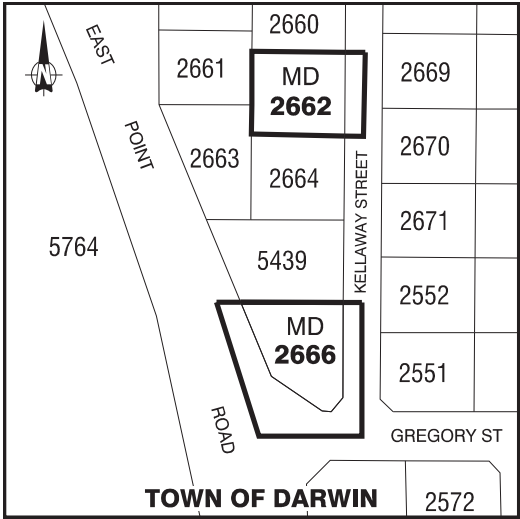
I, FABIO ROSARIO FINOCCHIARO, delegate of the Minister for Lands, Planning and the Environment give notice under section 17 of the *Planning Act* of the following:

- (a) a proposal to amend the NT Planning Scheme, as described in (e), is to be exhibited;

- (b) the proposed amendment is to be exhibited at the office of the Department of Lands, Planning and the Environment, Ground Floor, Arnhemica House, 16 Parap Road, Parap;
- (c) the period of exhibition is for 28 days, commencing upon first newspaper publication of the notice required by section 17(1);
- (d) written submissions regarding this exhibition should be made to:
- Director, Lands Planning  
Department of Lands, Planning and the Environment  
GPO Box 1680  
DARWIN NT 0801 or  
Fax: (08) 8999 7189 or  
Email: [planning.dlpe@nt.gov.au](mailto:planning.dlpe@nt.gov.au)
- (e) the proposed amendment is to the NT Planning Scheme, to rezone Lot 2662 Town of Darwin (7 Kellaway Street, Fannie Bay) and Lot 2666 Town of Darwin (42 East Point Road, Fannie Bay) from Zone SD (Single Dwelling Residential) to Zone MD (Multiple Dwelling Residential).

Dated 3rd January, 2014.

F. R. FINOCCHIARO  
Delegate of the  
Minister for Lands, Planning  
and the Environment



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**NORTHERN TERRITORY GOVERNMENT PRINTING OFFICE**  
**GENERAL GAZETTE PUBLICATIONS FOR 2014**

<b>Gazette Number</b>	<b>Publication Date</b>	<b>Closing Date</b>
<del>G1</del>	<del>8 January</del>	<del>1 January</del>
<del>G2</del>	<del>15 January</del>	<del>8 January</del>
G3	22 January	15 January
G4	29 January	22 January
G5	5 February	29 January
G6	12 February	5 February
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G48	3 December	26 November
G49	10 December	3 December
G50	17 December	10 December
G51	24 December	17 December

General *Gazettes* for 2014 publish every **Wednesday**, with the closing date for notices being the previous **Wednesday at 4.00pm.**

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

Urgent gazettal of notices, including those outside the normal publishing cycle, can be made through a Special Gazette as arranged through the **Gazette Officer.**

All notices for publication must have a covering note with a telephone, facsimile number and any special requirements included.

Further information may be obtained from the **Gazette Officer.**

**ray.ellen@nt.gov.au**

When emailing notices they should be sent to the **Gazette Officer** and cc'd to the **Pre-press Supervisor.**

**scott.sekulich@nt.gov.au**

**For all Subscription Enquiries:**

Telephone: **8999 4031**

Facsimile: **8999 4001**

Published Gazette can be seen at:

**[www.nt.gov.au/ntg/gazette.shtml](http://www.nt.gov.au/ntg/gazette.shtml)**

### **NT PUBLIC HOLIDAYS 2014**

<b>1 January</b>	<b>New Years Day</b>
<b>27 January</b>	<b>Australia Day</b>
<b>18 April</b>	<b>Good Friday</b>
<b>19 April</b>	<b>Easter Saturday</b>
<b>21 April</b>	<b>Easter Monday</b>
<b>25 April</b>	<b>Anzac Day</b>
<b>5 May</b>	<b>May Day</b>
<b>9 June</b>	<b>Queen's Birthday</b>
<b>27 June</b>	<b>Borroloola Show Day</b>
<b>4 July</b>	<b>Alice Springs Show Day</b>
<b>11 July</b>	<b>Tennant Creek Show Day</b>
<b>18 July</b>	<b>Katherine Show Day</b>
<b>25 July</b>	<b>Darwin Show Day</b>
<b>4 August</b>	<b>Picnic Day</b>
<b>25 December</b>	<b>Christmas Day</b>
<b>26 December</b>	<b>Boxing Day</b>