Northern Territory of Australia

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Northern Territory of Australia

Crown Lands Act 1992

Offer of Crown Land for Sale by Auction

I, Kerri Anne O'Brien, Executive Director Crown Land Estate in the Department of Lands, Planning and Environment, as the delegate of the Minister for Lands, Planning and Environment, under section 13(1) of the *Crown Lands Act 1992* and with reference to section 13(3) of that Act, give notice of the following:

(a) a public auction will be conducted on **3rd December 2026** at **11am**, **at 27 Bishop Street, Woolner, NT**;

(b) a Crown lease of Crown land described in the Schedule will be offered for sale at the auction with development conditions;

(c) the lease will contain a condition by virtue of which the lessee may acquire an estate in fee simple in the land;

(d) a member of the public may obtain details about the sale at the office of the Property Shop Darwin, 3 Shepherd Street, Darwin, NT, 0800.

Dated this 29 day of October 2026

K. A. O'BRIEN
Delegate of the Minister for
Lands, Planning and Environment

Schedule

Leasehold land

Column 1 Lot	Column 2 Approx Size (m^2)	Column 3 Street	Column 4 Location	Column 5 Zoning	Column 6 Tenure
Lot 11423	18,900m^2	1 Packard Avenue	Palmerston	TC (Tourist Commercial)	Leasehold

Crown Lease Conditions (CLT 2763)

Lot 11423 Town of Palmerston

Commencement Date:

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

Expiry Date:

Unless terminated sooner in accordance with the *Crown Lands Act 1992*, this Lease will be for a term of four (4) years from the Commencement Date ("Expiry Date").

Definitions:

"Completion of Works" means the Lessee has developed the Tourist Commercial Facility that is ready for operation, and provided the Territory with any relevant permits or certificates (as requested by the Territory) for the Development Works.

"Development Works" all those things or the provision of all those things required to be carried out or provided by the Lessee pursuant to this Lease to develop the Tourist Commercial Facility on the Lease Area in accordance with the Lease Purpose. Without limitation, this includes clearing, construction, building, remediation, rectification, obtaining all approvals and any and all other activity whatsoever carried out or required to be carried out by the Lessee to fulfil the Lease Purpose.

"Lease Area" means Lot 11423, Town of Palmerston.

"Lease Purpose" means to use and develop the Lease Area to construct the Tourist Commercial Facility in accordance with this Lease.

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

"Tourist Commercial Facility" means a completed and ready for operation development comprising substantial and permanent improvements, associated infrastructure, services and landscaping, which:

(a) is in accordance with the Northern Territory Planning Scheme Zone TC (Tourist Commercial); and

(b) is commensurate with the size, location, characteristics and development potential of the Lease Area; and

(c) represents substantial development of the Lease Area for tourist commercial purposes.

Reservations:

The Northern Territory of Australia ("the Territory") reserves:

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

Provisions:

1. This Lease is granted under and subject to the *Crown Lands Act 1992* and the *Crown Lands Regulations 1992* for the Lease purpose, and is liable to forfeiture for non-compliance with a provision, covenant or condition of this Lease on the part of the Lessee.
2. The Lessee must obtain the approval of the Minister responsible for the *Crown Lands Act 1992* (Minister) to transfer, mortgage, sublet or otherwise part with possession of the Lease Area included in this Lease or part of the Lease Area, including the creation of an easement or a covenant.
3. Subject to provision 5 of this Lease, the annual rent for this Lease will be 5% of the purchase price paid for this Lease (inclusive of GST).
4. If at any time after the Rent becomes due it is unpaid for six (6) months or more, the Lease will be liable to be forfeited.
5. The Rent is not payable if the Lessee complies with Conditions 2 and 3.
6. If the Lessee does not comply with any of Conditions 2 and 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 with Provision 3 of this Lease will commence immediately from that notice and the Rent will be due and payable annually in advance for the balance of the term of the Lease without deductions, setoff or remission.
7. The Lessee, having paid all Rent due to be paid, may at any time surrender this Lease in the manner prescribed under the *Crown Lands Act 1992*.
8. For the purpose of section 58 of the *Crown Lands Act 1992*, the Lessee agrees that the Minister may at the Minister’s absolute discretion determine the Lessee's rights in improvements.

Conditions and Covenants:

1. Subject to the *Crown Lands Act 1992*, the Lessee will not use the Lease Area for any purpose other than the Lease Purpose.
2. The Lessee must Substantially Commence the Development Works within twelve (12) months of the Commencement Date.

3. The Lessee must satisfy the Completion of Works requirements within forty two (42) months of the Commencement Date.
4. Prior to commencing any physical works or activities on the Lease Area the Lessee must obtain all clearances, approvals, licences and permits, as it is required to obtain, under any Laws applying to the Lessee in relation to all the works and activities carried out in relation to the Lessee's Works.
5. The Lessee will, at all times, comply with the Northern Territory Planning Scheme as relevant to the Lease Area and/or any Development Permit affecting the Lease Area, including any relevant Northern Territory legislation.
6. Subject to the Lessee having:
   i. paid all administrative costs, charges, expenses and lodgement fees; and
   ii. satisfied the Completion of Works requirements; and
   iii. obtained any necessary consent and/or clearances;

   the Lessee may at any time request in writing to the Territory to surrender the whole of this Lease in exchange for freehold title over the Lease Area.
7. The Lessee is responsible for all costs associated with this Lease, including but not limited to, any costs related to approvals to use or develop the land and any administrative costs, such as document preparation and lodgement fees for lease extensions, transfers, variations or other administrative actions.
8. The Lessee will pay all rates and taxes assessed in respect of the Lease Area which may at any time become due.
9. If the Territory, or any public authority or body requires an easement over the Lease Area, the Lessee must grant the easement in favour of the Territory or the service authority or body.
10. Any easement required by the Territory and/or relevant service authorities within the Lease Area will be at nil cost to the Territory and/or relevant service authorities.
11. The Lessee is responsible for the cost of the connection of all services including access to the Lease Area to the satisfaction of the relevant authorities.
12. The Lessee will ensure stormwater is collected and discharged into the stormwater drainage network to the technical standards of, and at nil cost to the relevant authority.
13. The Lessee will ensure that at all times and to the satisfaction of the Minister, the Lease Area (including all rights of way and other easements) 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 (except as specifically authorised by this Lease) and is not permitted to become a harbour for insects, pests and the breeding of mosquitoes.
14. If the Lessee fails to comply with condition 13 above, the Territory will have a right to enter the Lease Area and do all things necessary to ensure compliance with condition 13 and the expense and cost thereof, as determined by the Minister, will be borne and payable by the Lessee on demand.

15. The Lessee:

a. acknowledges that:

i. it accepts the Lease Area in the condition it is at the Commencement Date; and

ii. it accepts this Lease and undertakes the activities permitted in accordance with the Lease Purpose entirely at its own cost and risk in all respects; and

iii. all property or effects which may be in the Lease Area during the term of this Lease are at the sole risk of the Lessee; and

iv. the Territory is not liable for any injury, damage or loss that the Lessee suffers by reason of:

A. a fault in the Lease Area;

B. the state or repair of the Lease Area,

except as a result of the negligence, act or omission of the Territory;

b. agrees that the Territory is not responsible for and releases the Territory and the Territory's employees and agents from liability in respect of, injury to, loss of or damage to:

i. any property or effects on the Lease Area;

ii. any person from or on the Lease Area;

iii. any person or property in the areas adjacent to or adjoining the Lease Area, except as a result of the negligence, act or omission of the Territory; and

c. indemnifies the Territory against all liabilities, losses, damages and costs incurred or suffered directly or indirectly concerning:

i. any loss, damage, death or injury to property or person inside or outside the Lease Area caused by the neglect or default of the Lessee; and

ii. any damage, expense, loss or liability to property or person or suffered or incurred by any persons arising out of the use of the Lease Area by the Lessee or the Lessee's employees, contractors, invitees and agents; and

iii. any damage, expense, loss or liability:

A. to the Lease Area or any other property; or

B. suffered or incurred by any person,

whether in or out of the Lease Area, arising out of any act, omission, negligence or default of the Lessee or the Lessee's employees, contractors, invitees and agents.

16. If, in accordance with the Act or this Lease, this Lease is surrendered by the Lessee without Completion of Works or terminated prior to the expiry of this Lease, the Territory may request the Lessee to, at its own cost:
    a. remove all infrastructure, buildings, structures, materials or other things constructed, erected, installed or placed onto the Lease Area; and
    b. rehabilitate the Lease Area to the reasonable satisfaction of the Minister, within the timeframes specified by the Minister.
17. If the Lessee fails to comply with the requirements set out in condition 16 above, the Territory may remove and dispose of any infrastructure, buildings, structures, materials or other things constructed, rested, installed or placed onto the Lease Area and the cost of doing so will be a debt due and payable to the Territory by the Lessee.
