



Northern Territory of Australia

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Northern Territory of Australia

*Crown Lands Act*

## Notice of Estate in Fee Simple in Crown Land for Sale by Auction

I, Lawson Scott Broad, Director, Land and Economic Development in the Department of Lands, Planning and the Environment, as the delegate of the Minister for Lands and Planning, give notice of the following under section 13(1) of the *Crown Lands Act*:

- (a) a public auction will be conducted on Wednesday, 21 October 2015 at 6.00 pm, at the Darwin Convention Centre, Darwin Waterfront Precinct, Stokes Hill Road, Darwin NT 0800;
- (b) an estate in fee simple in each parcel of Crown land described in the Schedule will be offered for sale at the auction;
- (c) a member of the public may obtain details of the land for sale at LJ Hooker Darwin, Suite 1, 25 Parap Road, Parap, NT 0820.

Dated 16 September 2015

L. S. Broad  
Director, Land and Economic Development

**Schedule**  
**Description of Land**  
**Section 5214**

<b>Section</b>	<b>Approx Size</b>	<b>Street</b>	<b>Location</b>	<b>Zoning</b>	<b>Tenure</b>
5214	1.99 ha	McKinlay Road	Herbert	Rural Living	Estate in fee simple

**Proposed Section 5844**

<b>Section</b>	<b>Approx Size</b>	<b>Street</b>	<b>Location</b>	<b>Zoning</b>	<b>Tenure</b>
5844	2.25 ha	McKinlay Road	Herbert	Rural Living	Estate in fee simple

**Proposed Section 5845**

<b>Section</b>	<b>Approx Size</b>	<b>Street</b>	<b>Location</b>	<b>Zoning</b>	<b>Tenure</b>
5845	1.91 ha	McKinlay Road	Herbert	Rural Living	Estate in fee simple

**Proposed Section 5846**

<b>Section</b>	<b>Approx Size</b>	<b>Street</b>	<b>Location</b>	<b>Zoning</b>	<b>Tenure</b>
5846	3.94 ha	Pelly Road / Lorikeet Court	Herbert	Rural Living	Estate in fee simple

Northern Territory of Australia

*Crown Lands Act*

Notice of Lease of Crown Land for Sale by Auction

I, Lawson Scott Broad, Director, Land and Economic Development in the Department of Lands, Planning and the Environment, as the delegate of the Minister for Lands and Planning, under section 13(1) of the *Crown Lands Act* and with reference to section 13(3) of the Act, give notice of the following:

- (a) a public auction will be conducted on Wednesday, 21 October 2015 at 6.00 pm, at the Darwin Convention Centre, Darwin Waterfront Precinct, Stokes Hill Road, Darwin NT 0800;
- (b) a lease of the parcel of Crown land described in Schedule 1 will be offered for sale at the auction;
- (c) the lease contains the terms specified in Schedule 2 and a provision 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 of the lease offered for sale at LJ Hooker Darwin, Suite 1, 25 Parap Road, Parap, NT 0820.

Dated 16 September 2015

L. S. Broad  
Director, Land and Economic Development

Schedule 1  
Description of Land

Lot	Approx Size (m <sup>2</sup> )	Street	Location	Zoning	Tenure	Term
11202	4 670	Lind Road	Palmerston	Commercial	Leasehold	3 Years

## Schedule 2

### Crown Lease Term 2512 ("Lease")

#### Lot 11202 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 three (3) years from the Commencement Date, unless terminated earlier under this Lease, or the *Crown Lands Act* or regulations thereunder.

##### **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; and
- (b) the issue of a Permit(s) to Occupy in relation to the Building Permit for the Development Works.

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

"Development Works" means the construction of a building(s) on the Leased Land in accordance with the Lease Purpose and subject of any Development Permit, which shall include a minimum of 800 square metres of Floor Area on the Leased Land.

"Floor Area" in relation to a building, includes all wall thicknesses of the external walls and all roof areas used as floors, but does not include verandas, balconies or areas set aside for car parking or access thereto.

"Occupancy Permit" means a permit to occupy granted under the *Building Act*.

"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.

**Lease Provisions (“Provisions”):**

1. The purpose of this Lease is to use and develop the Leased Land to construct the Development Works in accordance with the Northern Territory Planning Scheme Zone of the Leased Land viz. Commercial (C) (“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, 4 and 5.
5. If the Lessee does not comply with either of Condition 2, 3, 4 or 5, 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 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 purposes 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 within six (6) months of the Commencement Date and prior to lodging an application for the Development Permit for the Development Works with the Development Consent Authority, submit a copy of such application to the Territory and obtain the Territory’s approval in writing (which must not be unreasonably withheld).
3. The Lessee must secure the Development Permit for the Development Works within twelve (12) months of the Commencement Date.
4. The Lessee must Substantially Commence the Development Works within twenty-four (24) months of the Commencement Date.
5. The Lessee must Complete the Development Works within thirty-five (35) months of the Commencement Date.
6. The Lessee must at all times comply with the Northern Territory Planning Scheme as relevant to the Leased Land and the Development Permit for the Development Works affecting the Leased Land.

7. The Lessee must ensure that all building plans for the Development Works have the necessary statutory approvals and the Territory's approval pursuant to Condition 2 prior to commencement of building the Development Works.
8. The Lessee must ensure that Development Works are carried out in a proper and workman like manner in compliance with the relevant industry standards.
9. In the event of termination of this Lease, the Leased Land must be returned to the Territory in a safe, clean and tidy state with any improvements constructed by the Lessee in good and substantial repair together with as constructed drawings for all improvements. Any improvements required to be removed by the Territory will be removed at the sole cost and expense of the Lessee, and any improvement not required to be removed will become the property of the Territory at no cost to the Territory.
10. The Lessee accepts the Leased Land in its condition as at the Commencement Date and must comply with all laws of the Territory including but not limited to health, safety and environmental laws in respect of the use of the Leased Land and any construction proposed to be undertaken.
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 grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory and the relevant service authorities.
16. The Lessee is responsible for the cost of the provision, connection and upgrading where necessary of all services, including access, to the Leased Land to the satisfaction of the relevant authorities to complete the Development Works.
17. 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.

18. The Developer must, during the term of this Lease, maintain adequate worker's compensation insurance in respect of all persons employed by, or whose services are availed of by the Lessee on the Leased Land and must at all times during the term of this Lease comply with its obligations under the *Workers Rehabilitation and Compensation Act*.
19. The Lessee must, upon the Commencement Date, and 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.
20. 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.
21. 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, suits, proceedings 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, suit, proceeding or demand referred to in Condition 21(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.
22. The Lessee must obtain the consent in writing of the Minister to transfer, mortgage, sub-let or otherwise part with possession of the Leased Land or part of the Leased Land.
23. The Lessee may, once the Development Works are Complete 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.