

**Crown Lands Act**

## OFFER OF CROWN LAND FOR SALE BY AUCTION

I, NICHOLA JUNE D'ANTOINE, the Delegate of the Minister for Planning and Lands, in pursuance of Division 1 of part 3 of the *Crown Lands Act*, give notice that:

- (a) a public auction shall be conducted on Friday, 31 October 2008 at 5:30 pm, at the City of Palmerston Library, Goyder Square, Palmerston NT 0830;
- (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) the zoning for the land appears opposite the relevant lot in Column 5 of Schedules 1 and 2 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 and 2 from time to time for the relevant zone;
- (e) the lease of the parcels of land which are identified in Schedules 1 and 2 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 3 and 4 respectively;
- (f) the annual rental payable in respect of the parcels of land described in Schedules 1 and 2 shall be 5% of the purchase price (GST inclusive);
- (g) there are no improvements on the parcels of land described in Schedules 1 and 2;
- (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 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price as the Minister may determine, subject to the advertised conditions and on a first come, first served basis until withdrawn from sale;
- (i) 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;
- (j) the successful purchaser of the parcel of land described in Schedules 1 and 2 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;
- (k) the contract of sale in respect of the Crown lease term of the parcel of land described in Schedules 1 and 2 shall contain a clause that the completion of the contract of sale shall take place within 6 months after the date of the execution of the contract of sale or in such other time as agreed between the parties. Completion is subject to the successful purchaser obtaining consent from the Development Consent Authority, in accordance with the specifications set out in Schedules 3 and 4. 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;
- (l) the contract of sale in respect of the Crown lease term of the parcel 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 Planning and Infrastructure, as soon as practicable but no later than settlement;
- (m) 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 and 2;
- (n) the Crown lease term of the parcel 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 to or on the land;
- (o) the successful purchaser of the Crown lease term over the parcel of land described in Schedules 1 and 2 will be responsible for seeking the approval of the relevant service authorities with regards to the conditions of Development Permit No. DP08/0585 dated 22 September 2008 (i.e. the approval granted for subdivision to create parcels of land described in Schedules 1 and 2), prior to the commencement of works (including site preparation), shall be complied with in full;
- (p) 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 and 2;
- (q) when the purchase price has been paid in full, a Crown lease term of the parcel of land described in Schedules 1 and 2 shall be granted and shall be subject to the *Crown Lands Act* and to any other law in force in the Territory; and
- (r) intending purchasers may obtain details of the land(s) offered for sale in this notice at the office of K.G. Young & Associates Pty Ltd, 74 Cavenagh Street, Darwin NT 0800.

Dated 2nd October, 2008.

N. J. D'ANTOINE  
Delegate of the Minister  
for Planning and Lands

SCHEDULE 1  
LEASEHOLD LAND  
COLUMN 6 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Column 1 Lot	Column 2 Approx Size (km <sup>2</sup> )	Column 3 Street	Column 4 Location	Column 5 Zoning	Column 6 Tenure	Column 7 Term	Column 8 Covenant
10026	6060m <sup>2</sup>	Palmerston Circuit	Palmerston	*CB	Leasehold Schedule 3	3 Years	\$30 million

SCHEDULE 2  
LEASEHOLD LAND  
COLUMN 6 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Column 1 Lot	Column 2 Approx Size (km <sup>2</sup> )	Column 3 Street	Column 4 Location	Column 5 Zoning	Column 6 Tenure	Column 7 Term	Column 8 Covenant
10028	1825m <sup>2</sup>	Palmerston Circuit	Palmerston	*CB	Leasehold Schedule 4	3 Years	\$5 million

\*ZONE CB – Central Business (Northern Territory Planning Scheme (as amended)), and in accordance with clause 14.5.3 - Planning Principles and Area Plan for the Palmerston City Centre.

SCHEDULE 3

LOT 10026, TOWN OF PALMERSTON

The Lease of Lot 10026 Town of Palmerston (described in Schedule 1) shall contain the following conditions:

1. Subject to the *Crown Lands Act*, the Lessee will not use the leased land for a purpose other than the Lease Purpose. Viz: is the construction and commencement of operation of a significant motel and complementary commercial uses site (Development).  
The motel forming part of the Development must have: a minimum of 200 rooms; recognised 4 Star Accommodation Rating issued by AAA Tourism; undercroft car parking; conference, convention and meeting facilities; restaurant/s and other hospitality facilities including alfresco/outdoor dining; and recreation facilities (e.g. swimming pool, gymnasium etc).
2. Within six (6) months from the date of commencement of this Lease or such further time as may be approved in writing by the Minister, the Lessee will undertake significant construction works for the Development in accordance with an approved Development Permit. Construction works shall consist of but not limited to, servicing of the leased area, laying of foundations / footings etc.
3. The Lessee shall complete the Development to a value of not less than thirty million dollars (\$30 million) by 30 June 2010 or such later date as may be approved in writing by the Minister.
4. The Lessee is required to submit the completed Development application and associated documentation for the proposed Development on the leased land, including all of the matters above, to the Chief Executive Officer of the Department of Planning and Infrastructure

- for consideration and endorsement of consent prior to lodgement with the Development Consent Authority. As part of the development application documentation, the Lessee must provide a Car Parking and Traffic Management Plan for the proposed Development. Prior to providing consent, the Chief Executive Officer may require the Lessee to make amendments to the development application and associated documentation to ensure compliance with the terms of this Lease.
5. The Lessee must incorporate ecologically sustainable features and systems in the proposed Development constructed on the leased land including pollution control, energy efficiency, passive climate control measures, water conservation, environmental protection and noise attenuation and innovation.
6. In accordance with the Scheme, the building form and design of the proposed Development constructed on the leased land must be sensitive to the needs of pedestrian movement and facilitate the creation of safe and active street frontages and public places and a vibrant commercial precinct.
7. The Lessee must demonstrate the integration of the proposed Development on the leased land with the existing commercial precinct, existing road network, provision for public access and linkages with adjoining development to a standard acceptable to the City of Palmerston.
8. The Lessee will at all times comply with the Scheme as relevant to the land including Development Permit No. DP08/0585 and any subsequent development permit affecting the leased land.
9. The Lessee will ensure that all building plans for the Development have all the necessary approvals prior to commencement of construction of the Development and the Lessee shall provide a copy of all such approvals

- to the Director, Land Administration, Department of Planning and Infrastructure (Director) prior to commencement of construction of the Development.
10. Payment of Rent will commence six (6) months from the date of commencement of the lease with no remissions for the remaining term of the lease subject to Conditions 11 and 12 hereunder.
  11. The rental determined under this lease is not payable if development in terms of this lease is commenced within six (6) months from the date of commencement of the lease, and is completed by 30 June 2010.
  12. The Lessee will within six (6) months from the date of commencement of the lease or within such further time as may be approved in writing by the Minister for that purpose, commence to erect improvements in accordance with the lease purpose on the leased land to a value of not less than the sum of thirty million dollars (\$30 million) and the Lessee shall complete the erection of the said improvements to a value of not less than the said sum by 30 June 2010 or within such further time as may be approved in writing by the Minister.
  13. The Lessee will pay all rates and taxes assessed in respect of the leased land.
  14. The Lessee shall construct and meet, to the satisfaction of the relevant authorities, the cost of connection, supply, upgrade and installation of all services necessary to the Development.
  15. Any easements required by the relevant service authorities and the Northern Territory Government are to be granted at nil cost to the Northern Territory of Australia.
  16. No building(s) or permanent structures are to be constructed over any area covered by any easement unless prior approval of the relevant authority is obtained.
  17. The Lessee shall at its cost design and construct stormwater drainage to the requirements and satisfaction of the City of Palmerston.
  18. The Lessee will ensure that at all times and to the satisfaction of the Minister that the leased land (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.
  19. If the Lessee fails to comply with Condition 18 above, the Territory shall have the right to enter the leased land and do all things necessary to ensure compliance with Condition 18 and the expense and cost thereof, as determined by the Minister, shall be borne and paid on demand.
  20. The Lessee agrees to comply with the "Building Northern Territory Industry Participation Framework" (information relating to which is available from the Department of Business and Employment) including taking such steps to ensure:
    - (a) full, fair and enhanced opportunity for local industry, business and labour to participate in all phases, from design through to operation;
    - (b) the highest possible level of procurement of goods, labour, materials and services from local manufacturers and businesses where these are competitive as to price, performance, quality, suitability and delivery requirements;
    - (c) formulation of specifications, tenders and other project documentation in such a way as to afford local industry, business and labour, an equal opportunity of participating in the supply of goods and services;
    - (d) consideration of Australian companies and use of Australian made products when orders are to be placed with industry and business located other than in the Northern Territory;
    - (e) provision of reports at a frequency stipulated by the Minister for Business and Employment, which will keep the Northern Territory Government informed on the level of Northern Territory and Australian industry, business and labour participation, including, as necessary, why goods and/or services have been sourced elsewhere;
    - (f) utilisation by the Lessee of goods and/or services provided by the Territory Business Centre, Department of Business and Employment, in the identification of suitable capable Northern Territory and Australian suppliers; and
    - (g) incorporation of these requirements (a-f) into all contracts entered into by the Lessee, with any third party to supply goods and/or services.
  21. The Lessee will at all times maintain and repair and keep in repair any improvements constructed on the leased land to the satisfaction of the Minister.
  22. 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 million) for any one occurrence.
  23. The Lessee must, on a request made by the Territory, provide the Director with a copy of a Certificate of Currency for the insurance policies required by this Lease certified by the insurer as being true and correct.
  24. 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.
  25. 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 25(a), except if the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.

26. The Lessee may upon completion of the Development in accordance with the terms of 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 at nil cost, subject to the payment of any administrative costs and lodgement fees.

SCHEDULE 4

LOT 10028, TOWN OF PALMERSTON

The Lease of Lot 10028, Town of Palmerston (described in Schedule 2) shall contain the following conditions:

1. Subject to the *Crown Lands Act*, the Lessee will not use the leased land for a purpose other than the Lease Purpose. Viz: is Commercial.
2. Within twelve (12) months from the date of commencement or such further time as may be approved in writing by the Minister, the Lessee will undertake significant construction works of the proposed for the Development in accordance with an approved Development Permit. Construction works shall consist of servicing of the leased area, laying of the slab/and or excavation of the basement and footings.
3. The Lessee shall complete the erection of the Development to a value of not less than five million dollars (\$5 million) within twenty four (24) months from the date of commencement of the lease or such later date as may be approved in writing by the Minister.
4. The successful proponent must incorporate ecologically sustainable features and systems in the proposed Development constructed on the leased land including pollution control, energy efficiency, passive climate control measures, water conservation, environmental protection and noise attenuation and innovation.
5. In accordance with the Scheme, the building form and design of the proposed development constructed on the leased land must be sensitive to the needs of pedestrian movement and facilitate the creation of safe and active street frontages and public places and a vibrant commercial precinct.
6. The Lessee must demonstrate the integration of the proposed development on the leased land with the existing commercial precinct, existing road network, provision for public access and linkages with adjoining development to the standard acceptable by the City of Palmerston.
7. The Lessee will at all times comply with the Scheme as relevant to the land including Development Permit No. DP08/0585 and any subsequent development permit affecting the leased land.
8. The Lessee will ensure that all building plans for the Development have all the necessary approvals prior to commencement of construction of the Development and the Lessee shall provide a copy of all such approvals to the Director, Land Administration, Department of Planning and Infrastructure (Director) prior to commencement of construction of the development.
9. Payment of Rent will commence twelve (12) months from the date of commencement of the lease with no remissions for the remaining term of the lease subject to Conditions 10 and 11 hereunder.
10. The Rent is not payable if development in terms of this lease is commenced within twelve (12) months from the date of commencement of the lease, and is completed within twenty four (24) months of the commencement date of the lease.
11. The Lessee will within twelve (12) months from the date of commencement of the lease or within such further time as may be approved in writing by the Minister for that purpose, commence to erect improvements in accordance with the lease purpose on the leased land to a value of not less than the sum of five million dollars (\$5 million) and the Lessee shall complete the erection of the said improvements to a value of not less than the said sum within twenty four (24) months from the date of commencement of the lease or within such further time as may be approved in writing by the Minister.
12. The Lessee will pay all rates and taxes assessed in respect of the leased land.
13. The Lessee shall construct and meet, to the satisfaction of the relevant authorities, the cost of connection, supply, upgrade and installation of all services necessary to the Development within and to the leased land.
14. Any easements required by the relevant service authorities and the Northern Territory Government are to be granted at nil cost to the Northern Territory of Australia.
15. No building(s) or permanent structures are to be constructed over any area covered by any easement unless prior approval of the relevant authority is obtained.
16. The Lessee shall at its own cost design and construct stormwater drainage to the requirements and satisfaction of the City of Palmerston.
17. The Lessee will ensure that at all times and to the satisfaction of the Minister the leased land (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.
18. If the Lessee fails to comply with Condition 17 above, the Territory shall have the right to enter the leased land and do all things necessary to ensure compliance with Condition 17 and the expense and cost thereof, as determined by the Minister, shall be borne and paid on demand.
19. The Lessee will at all times maintain and repair and keep in repair any improvements constructed on the leased land to the satisfaction of the Minister.
20. 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 million) for any one occurrence.
21. The Lessee must, on a request made by the Territory, provide the Director with a copy of a Certificate of Currency for the insurance policies required by this Lease certified by the insurer as being true and correct.
22. 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.

23. 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 23(a), except if the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.
24. The Lessee may upon completion of the Development in accordance with the terms of 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 at nil cost, subject to the payment of any administrative costs and lodgement fees.

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

Prospective purchasers are advised that a private licensed auctioneer, Mr Tony Pickering of KG Young and Associates 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 Administration, Second Floor, Cavenagh House, 38 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.





