



Crown Lands Act

OFFER OF CROWN LAND FOR SALE BY AUCTION

I, RODNEY JOHN APPLGATE, 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 Monday, 30 November 2009 at 3.00pm, at the Northern Territory Archives, 2nd Floor Cavenagh Court, 25 Cavenagh Street, Darwin, NT, 0800
(b) all persons and entities intending to bid are required to register their interest with the Department of Planning and Infrastructure, to enable legal documentation associated with the Crown Lease (s) to be circulated.
(c) a Crown lease term over the parcel of land described in Schedule 1 (below) shall be offered at the auction:
(d) a Crown lease term over the parcel of land described in Schedule 2 (below) shall be offered at the auction:
(e) 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;
(f) The developer is required to normalise the zoning of the lot to reflect the intended and approved use under the Northern Territory Planning Scheme i.e. Medium Density Residential (MR)O

- (g) 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;
(h) there are no improvements on the parcels of land described in Schedules 1 and 2;
(i) 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;
(j) 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;
(k) details of the land(s) offered for sale in this notice can be obtained from Ms Nicky D'Antoine of the Department of Planning and Infrastructure, Energy House, Level 5, 18-20 Cavenagh Street, Darwin, NT, 0800; and
(l) all persons and entities intending to bid can register their interest with Ms Nicky D'Antoine of the Department of Planning and Infrastructure, Energy House, Level 5, 18-20 Cavenagh Street, Darwin, NT, 0800.

Dated 2nd November, 2009.

R. J. APPLGATE
Delegate of the Minister
for Planning and Lands

SCHEDULE 1

LEASEHOLD LAND

COLUMN 6 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Table with 7 columns: Column 1 (Proposed Lot), Column 2 (Approximate Size (ha)), Column 3 (Street), Column 4 (Location), Column 5 (Zoning), Column 6 (Tenure), Column 7 (Term). Row 1: 10286, 2.475 (ha), Lambrick Avenue, Palmerston, *FD, Leasehold Schedule 3, 3 Years.

SCHEDULE 2

LEASEHOLD LAND

COLUMN 6 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Table with 7 columns: Column 1 (Proposed Lot), Column 2 (Approximate Size (ha)), Column 3 (Street), Column 4 (Location), Column 5 (Zoning), Column 6 (Tenure), Column 7 (Term). Row 1: 10287, 2.03 (ha), Lambrick Avenue, Palmerston, *FD, Leasehold Schedule 4, 3 Years.

*ZONE FD Future Development (Northern Territory Planning Scheme (as amended)), and in accordance with clause 14.5.1 - Planning Principles and Area Plan for the Palmerston City Centre.

SCHEDULE 3**PROPOSED LOT 10286, TOWN OF PALMERSTON**

Owner: XXXX [to be inserted]. (“Lessee”)
 Leased Land: Lot 10286 Town of Palmerston
 Commencement Date: Date of registration of the Crown lease at the Office of the Registrar-General.
 Expiry Date: The lease is for a term of three (3) years from the date of registration.

The Lease of proposed Lot 10286 Town of Palmerston (described in Schedule 1) shall contain the following conditions:

Reservations:

- (a) Reservation of a right of entry and inspection.
- (b) Reservation of all minerals, mineral substances and ores in or upon the land, including gems, stones, sands, valuable earths and fossil fuels.
- (c) Reservation of a power of resumption.

Interpretation and Definitions:

1. Unless, and except to the extent that, the context otherwise indicates or requires:
 - a. words and expressions defined; and
 - b. rules of interpretation
 in the Development Agreement entered into between the Northern Territory of Australia and the Lessee on [insert date] (“Development Agreement”) have the same meaning and apply in this Lease.
2. “Act” means the *Crown Land Act* and includes any Regulation made under the *Crown Lands Act*.

Provisions:

1. This Lease is for a term of three (3) years, unless surrendered earlier under the provisions of the *Act*.
2. The purpose of this Lease (“Lease Purpose”) is to grant tenure over Lot 10286 Town of Palmerston to allow the Lessee to construct the Development in accordance with the Development Agreement and any other purpose necessary to enable the Lessee to comply with its obligations under the Development Agreement in relation to the Leased Land.
3. The annual rent for this Lease (“Rent”) will be \$XXXX (inclusive of GST subject to Conditions 2 and 3 of this Lease. The rental figure is five (5) percent of the purchase price as determined at the time of the auction and set out in the contract of sale.

Conditions:

1. If the Rent is unpaid for six (6) months or more, this Lease will be liable to be forfeited.
2. Subject to Condition 3 of this Lease, payment of Rent will commence six (6) months from the date of commencement of this Lease and be payable annually in advance with no remissions for the remaining term of this Lease.
3. The Rent is not payable if development in terms of the Development Agreement and this Lease is commenced within six (6) months from the date of commencement of this Lease, and is completed within two (2) years from the date of commencement of this Lease in accordance with the provisions of the Development Agreement.

4. This Lease is granted pursuant to the Development Agreement and also under and subject to the *Act*, and is conditional upon compliance by the Lessee with the covenants and conditions contained in this Lease as well as those contained in the Development Agreement and the *Act*.
5. If there is any inconsistency between the provisions of this Lease, the Development Agreement and the *Act*, these documents will take the following priority:
 - a. the *Act*;
 - b. the Development Agreement;
 - c. this Lease.
6. The Lessee must comply in all things and at all times with the provisions of the Development Agreement and must not use the Leased Land for a purpose other than the Lease Purpose.
7. Subject to the *Act*, if the Development Agreement is lawfully terminated for any reason, then either party may immediately terminate this Lease by notice in writing to the other party (without prejudice to any other right or action the Territory may have against the Lessee whether arising out of the Lease or the Development Agreement).
8. The Lessee may at any time surrender this Lease or part of this Lease in the manner prescribed by the *Act* provided that the Lessee complies with, or has complied with the Development Agreement and this Lease and provided the Lessee is not in breach of the *Act*.
9. Subject to clause 10 of this Lease, if the Lessee completes its obligations under the Development Agreement and complies with this Lease, the Lessee may at any time surrender this Lease or part of this Lease in exchange for freehold title over the Leased Land or part of the Leased Land.
10. The Lessee must pay all the costs charges and expenses relating to the process of the grant of freehold title to the Leased Land.
11. 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.
12. If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of condition 11, 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.
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 a request made by the Territory, provide the Territory 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.

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 Condition 16a,

except if the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.

SCHEDULE 4

PROPOSED LOT 10287, TOWN OF PALMERSTON

The Lease of proposed Lot 10287, Town of Palmerston (described in Schedule 2) shall contain the following conditions:

- Owner: XXXX [to be inserted]. (“Lessee”)
 Leased Land: Lot 10287 Town of Palmerston
 Commencement Date: Date of registration of the Crown lease at the Office of the Registrar-General.
 Expiry Date: The lease is for a term of three (3) years from the date of registration.

Reservations:

- (d) Reservation of a right of entry and inspection.
- (e) Reservation of all minerals, mineral substances and ores in or upon the land, including gems, stones, sands, valuable earths and fossil fuels.
- (f) Reservation of a power of resumption.

Interpretation and Definitions:

3. Unless, and except to the extent that, the context otherwise indicates or requires:
 - a. words and expressions defined; and
 - b. rules of interpretation

in the Development Agreement entered into between the Northern Territory of Australia and the Lessee on [insert date] (“Development Agreement”) have the same meaning and apply in this Lease.
4. “Act” means the *Crown Land Act* and includes any Regulation made under the *Crown Lands Act*.

Provisions:

4. This Lease is for a term of three (3) years, unless surrendered earlier under the provisions of the *Act*.
5. The purpose of this Lease (“Lease Purpose”) is to grant tenure over Lot 10286 Town of Palmerston to allow the Lessee to construct the Development in accordance with the Development Agreement and any other purpose necessary to enable the Lessee to comply with its obligations under the Development Agreement in relation to the Leased Land.

6. The annual rent for this Lease (“Rent”) will be \$XXXX (inclusive of GST subject to Conditions 2 and 3 of this Lease. The rental figure is five (5) percent of the purchase price as determined at the time of the auction and set out in the contract of sale.

Conditions and Covenants:

17. If the Rent is unpaid for six (6) months or more, this Lease will be liable to be forfeited.
18. Subject to Condition 3 of this Lease, payment of Rent will commence six (6) months from the date of commencement of this Lease and be payable annually in advance with no remissions for the remaining term of this Lease.
19. The Rent is not payable if development in terms of the Development Agreement and this Lease is commenced within six (6) months from the date of commencement of this Lease, and is completed two (2) years from the date of commencement of this Lease in accordance with the provisions of the Development Agreement.
20. This Lease is granted pursuant to the Development Agreement and also under and subject to the *Act*, and is conditional upon compliance by the Lessee with the covenants and conditions contained in this Lease as well as those contained in the Development Agreement and the *Act*.
21. If there is any inconsistency between the provisions of this Lease, the Development Agreement and the *Act*, these documents will take the following priority:
 - d. the *Act*;
 - e. the Development Agreement;
 - f. this Lease.
22. The Lessee must comply in all things and at all times with the provisions of the Development Agreement and must not use the Leased Land for a purpose other than the Lease Purpose.
23. Subject to the *Act*, if the Development Agreement is lawfully terminated for any reason, then either party may immediately terminate this Lease by notice in writing to the other party (without prejudice to any other right or action the Territory may have against the Lessee whether arising out of the Lease or the Development Agreement).
24. The Lessee may at any time surrender this Lease or part of this Lease in the manner prescribed by the *Act* provided that the Lessee complies with, or has complied with the Development Agreement and this Lease and provided the Lessee is not in breach of the *Act*.
25. Subject to clause 10 of this Lease, if the Lessee completes its obligations under the Development Agreement and complies with this Lease, the Lessee may at any time surrender this Lease or part of this Lease in exchange for freehold title over the Leased Land or part of the Leased Land.
26. The Lessee must pay all the costs charges and expenses relating to the process of the grant of freehold title to the Leased Land.
27. 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.
28. If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of condition 11, 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.
 29. 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.
 30. The Lessee must, on a request made by the Territory, provide the Territory 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.
 31. 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.
 32. The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Territory from and against:
 - c. 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
 - d. all costs, damages and expenses which may be incurred by the Territory in defending any action, claim or demand referred to in Condition 16a, except if the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.
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