

**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.

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or purchased from

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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.



Planning ActNOTICE OF DECISION
EXCEPTIONAL DEVELOPMENT PERMIT

I, PETER GLEN CHANDLER, the Minister for Lands, Planning and the Environment, in pursuance of section 40(6) of the *Planning Act*, give notice that -

- (a) I have, in pursuance of section 40(2)(d), refused to grant an Exceptional Development Permit for Lot 7946 (51) Priest Street, Town of Alice Springs;
- (b) The refusal of the Exceptional Development Permit is for the development of the site for the purpose of a Temporary Workers Hostel;
- (c) The land is in Zone GI (General Industry) of the Northern Territory Planning Scheme and the development and use of a Hostel within this zone is prohibited;
- (d) Copies of the Reasons for the Decision are available from the Offices of the Department of Lands, Planning and the Environment, Level 1, Alice Plaza, Todd Mall, Alice Springs.

Dated 8th August, 2013.

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

1/36

Planning ActNOTICE OF EXHIBITION OF PROPOSAL
TO AMEND NT PLANNING SCHEME
PA2013/0530

I, RAYMOND LOUIS SMITH, delegate for 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, numbered PA2013/0530 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 locations:
Offices of the Department of Lands, Planning and the Environment Level 1, Alice Plaza, 12 Todd Street, Alice Springs
- (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 in respect of this exhibition should be made to:

Mr Peter Somerville
Department of Lands, Planning and the Environment
PO Box 2130
ALICE SPRINGS NT 0871; or
Fax: (08) 8951 9222; or
Email: planning.dlpe@nt.gov.au

- (e) the proposed amendment is to the Northern Territory Planning Scheme, to rezone Lot 2057, 10 Cowle Street, Suburb of Gillen, Town of Alice Springs from Zone SD (Single Dwelling Residential) to Zone MD (Multiple Dwelling Residential).

Dated 12th August, 2013.

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

2/36

Planning ActNOTICE OF DECISION
EXCEPTIONAL DEVELOPMENT PERMIT

EDP13/0013

I, PETER GLEN CHANDLER, the Minister for Lands, Planning and the Environment, in pursuance of section 40(6) of the *Planning Act*, give notice that -

- (a) I have, in pursuance of section 40(2)(a), granted an Exceptional Development Permit for Lots 11037, 7765 and 7766 and part of an adjoining road reserve, Town of Palmerston;
- (b) The Exceptional Development Permit has been granted for the purpose of a shopping centre incorporating shops, showrooms, restaurants, leisure and recreation, a 195 room motel and a service station in three stages;
- (c) Part of the land is within Zone PS (Public Open Space) of the NT Planning Scheme, and the development proposes shops, showrooms, restaurants, leisure and recreation, a 195 room motel and a service station, which would otherwise be prohibited;
- (d) Copies of the Exceptional Development Permit and the Reasons for the Decision are available from the Offices of the Department of Lands, Planning and the Environment, Ground Floor, Arnhemica House, 16 Parap Road, Parap.

Dated 8th July, 2013.

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

3/36

Cemeteries ActBOARD OF TRUSTEES OF
NHULUNBUY PUBLIC CEMETERY
REMOVAL AND APPOINTMENT OF MEMBERS

I, ALISON ANDERSON, Minister for Local Government, under section 9(2)(a) of the *Cemeteries Act*:

- (a) remove Rachael Amelia Brokensha and James Douglas Rogers from the Board of Trustees of Nhulunbuy Public Cemetery; and
- (b) appoint Sharon Lee Georgonikas and Julianne Delia Donnelly to be members of the Board.

Dated 21st August, 2013.

A. ANDERSON
Minister for Local Government

4/36

Planning ActNOTICE OF AMENDMENT OF NT PLANNING SCHEME
AMENDMENT No. 281

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

- (a) I have, under section 25 of the *Act*, amended the Northern Territory Planning Scheme by rezoning Lot 2663 (19 South Terrace) Town of Alice Springs from Zone OR (Organised Recreation) to Zone MR (Medium Density Residential); and

(b) copies of the amendment, (Amendment No. 281), are available from the Offices of the Department of Lands, Planning and the Environment, Level 1, Alice Plaza, Todd Mall, Alice Springs.

Dated 8th August, 2013.

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

5/36

Planning Act

NOTICE OF AMENDMENT OF NT PLANNING SCHEME
AMENDMENT No. 299

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

- (a) I have, under section 25 of the *Act*, amended the Northern Territory Planning Scheme by rezoning Lot 1604 (400 Stuart Highway) Town of Alice Springs from Zone SA07 (Specific Use 7) to Zone SC Service Commercial); and
- (b) copies of the amendment, (Amendment No. 299), are available from the Offices of the Department of Lands, Planning and the Environment, Level 1, Alice Plaza, Todd Mall, Alice Springs.

Dated 7th August, 2013.

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

6/36

Planning Act

NOTICE OF AMENDMENT OF NT PLANNING SCHEME
AMENDMENT No. 300

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

- (a) I have, under section 25 of the *Act*, amended the Northern Territory Planning Scheme by rezoning Lot 441 (135 Ragonesi Road, Town of Alice Springs from Zone TC (Tourist Commercial) to Zone RL (Rural Living); and
- (b) copies of the amendment, (Amendment No. 300), are available from the Offices of the Department of Lands, Planning and the Environment, Level 1, Alice Plaza, Todd Mall, Alice Springs.

Dated 7th August, 2013.

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

7/36

Police Administration Act

SALE OF GOODS

Notice is hereby given that pursuant to Section 166 of the *Police Administration Act*, the following property as shown on the attached schedule has been in the possession of the Officer in Charge, Police Station, Alice Springs, for a period in excess of 3 months and this property will be sold

or otherwise disposed of in a manner as determined by the Commissioner of Police, if after twenty-eight (28) days from the publication of this notice the property remains unclaimed.

Dated 23rd August, 2013.

T. WURST
Superintendent
Alice Springs Police Station

AUCTION

- 317817 Maroon Ford Falcon sedan NT: 939008
- 377868 Crowbar
- 353572 Ford Falcon sedan NT: CA03NP
- 365401 White Toyota Camry NT: 553468
- 394793 NEC DVD/Video recorder/player
- 393354 Red/Black Honda EU Generator
- 393120 Bag of work tools – hammers, wrenches, tin snips
- 394009 Black/Blue AFL Umpire bag, assorted contents
- 392785 Black wallet
- 395655 #004 - Silver coloured bracelet with large flower attached
- 396483 Silver open chain bracelet with heart shaped lock
- 395655 #002 – Cameo brooch
- 395348 #001 – Black Canon ESO 350D
- 396165 #006 – 1 x Bracelet, 2 x Necklaces, 2 x Crosspendants, 7 x rings, 10 x earrings, 1 x heart shaped pendant
- 395655 #001 – 1 x white pearl, 1 x brown pearl, 1 x brown chain link necklaces
- 396483 #004 – Silver necklace with ‘Friends’ pendant
- 396483 #003 – Pink child type watch – looks new
- 395775 #001 – Silver ‘Quartz’ ladies watch
- 395775 #002 – Black/Silver lighter watch
- 396483 #002 – Pulsar Mens watch
- 396483 #001 – Silver Swatch watch – large
- 383950 Blue/White Polaris Outlaw 90 quad bike
- 391660 Dewalt Electric Screwdriver
- 394833 Red/Black Blackwater 26” bike
- 394816 #001 - Silver Huffy Realm
- 394816 #002 - Black Cyclops
- 394816 #003 – Red Raleigh BMX type
- 394900 Silver Southern Star
- 394439 Purple Repco Ladies
- 393120 #002 - Red Malvern Star
- 393123 Black Southern Star Trixster childs bike
- 393244 Red/Black BMX type
- 394995 Red/Silver Mountain bike
- 393487 White Repco Feline
- 393120 #003 – Black/Blue Colorado
- 394971 Silver/Red Raleigh Mojave
- 395029 Red Huffy MTB
- 395486 Orange/Black Cyclops MTB

396049	Blue Sportsworld Dirt Squirt child's bike	395501	White Laptop brand name unknown
396076	Green Merida MTB	395020	#001/002 – Black Sony Playstation handheld
395664	Blue Raleigh Venture MTB	395020	#001/003 / 001/004 – Silver Playstation game discs
395398	Purple Dunlop High Country MTB	395020	#001/005 – Blue/Black Sandisk Cruiser blade 4gb
395308	Black Malvern Star Renegade MTB	395020	#001/006 – White/Black Adata USB stick
391441	Black/Blue Southern Star Kodiak MTB	395828	#006 – Red/Black MP3 player
391637	Black/Red Southern Star Kodiak MTB	395020	#001/001 – Silver/Black Apple Ipad 16gb
391304	Silver Southern Star MTB	396189	Medication
392858	Blue/Black Malvern Star MTB	395529	Office swivel chair (damaged)
392474	Blue Mongoose Pro Rockadile MTB	395828	#002 – White/Green +18 card
392456	White Southern Star MTB	395828	#007 – Birth Certificate
391745	White Cyclops Totem MTB	395828	#004 – Green/Yellow Medicare card
391802	White/Black Scott MTB	395828	#005 – Green Basics card
391927	White/Purple Southern Star BMX	395828	#001 – Keys
392556	Silver Southern Star MTB	395020	#008 – 1 x can of deodorant, 2 x lighters
	CRTM	395775	#005 – Black Samsung flip phone
393378	\$20.70	396165	Black/Silver HTC mobile telephone
396209	\$3.05	395357	#007 – Black Telstra mobile telephone
395483	\$310.00	395357	#006 – Black Samsung mobile telephone
395357	#002 - \$10.00	395357	#005 – Black LG mobile telephone
395357	#004 - \$130.20	396165	#004 – Black/Red Samsung flip type mobile phone
395655	\$14.80	395184	#001 – White/Silver Apple Iphone
396526	\$26.40	396165	#003 – Black/Silver Samsung flip phone
391936	\$10.00	395775	#006 – Black Nokia mobile telephone
391314	\$45.00	395828	#008 – Black/White Huawei mobile telephone
392080	\$39.50	396715	Silver Sony Ericsson mobile telephone
	DESTRUCTION	395560	Black Nokia Telstra mobile telephone
367698	Holden Le Nova Hatch SA: VBP036	395775	#007 – Black Telstra Next G mobile phone
393378	Brown wallet	395775	#004 – Black Samsung flip mobile telephone
393535	Baton	395828	#003 – White LG mobile telephone
394373	Money tin with \$20 note design	395093	Black/Silver Ipod 16gb
393518	Navy blue HP Laptop	395415	#005 – Blue/Black Bolt cutters
393418	Apple Ipad	395415	#006 – Red/Black Bolt cutters
393762	White LE headphones	395357	#003 – Black wallet with mobile telephone and battery
393275	Purple/Black keys	395357	Brown wallet
393160	Knife	396209	Brown leather wallet
393736	Black Iphone5	395184	Brown 'G' Star mens wallet
393762	Black MP3 player	396526	Black/Grey 'Loose kid' wallet
390075	Rifle bag	392785	Black bag containing mens clothing
382866	Black Samsung flip type mobile telephone	392785	Black Iphone, smashed facial
	Wallet – Damien KENNY	392785	Black Wallet
	Wallet – Patrick KINSELLA	392846	Silver Apple Laptop
395184	Wallet – Craig MUNCE	392430	Black/Silver Apple Ipad
384833	Jeans/Black Shirt/Pair work boots/Shoes and socks	391314	Lime Green Faux leather clutch bag
396183	Black Kathmandu toiletry bag and contents	392199	Red pocket knife
395186	Mayhem Backpack	392199	Sony Xperia mobile telephone
395187	Black/Pink China beach backpack	392391	Black Samsung mobile telephone
395020	Multicoloured/Black Hurley backpack	392569	Pink HTC mobile telephone
395020	#007 – Black SD Memory card	392019	Black Telstra NextG mobile telephone
395348	#003 - Red/Black HP Laptop	392008	Black/Red Samsung Flip type mobile telephone
395348	#002 – Black Dell Inspiron Laptop		

- 391316 Black Telstra Next G mobile telephone
 - 391316 Black Telstra mobile telephone
 - 391316 Black/Red Samsung Flip type mobile telephone
 - 391316 White Samsung mobile telephone
 - 391316 Black LG touch screen mobile telephone
 - 391316 Blue/Black Telstra Touch mobile telephone
 - 391316 Black/Red Samsung mobile telephone
 - 392391 Paperwork
 - 392871 Black Ray Ban spectacles
 - 391668 Black sunglasses
 - 391936 Black wallet
Wallet – Terrence Mc MILLAN
Wallet – Wade PRICE
Wallet – Roseanne STIRLING
Wallet – Jackson BAIRD
 - 385331 White/Blue Shirt
 - 383477 Blue Toshiba notebook and cables
 - 372210 Black/Silver Telstra Next G mobile telephone
 - 372210 Black/Silver Nokia 6700S mobile telephone
 - 372210 Black/Grey Samsung GT-S5511T mobile telephone
 - 372210 Pair of gloves
 - 383655 Container of slugs
- FIREARMS - DESTRUCTION**
- 270412 Marlin .22 Rifle Bolt Action s/n: 9935395
 - 392251 Lee Enfield .303 s/n: C2279
 - 389349 Decorative replica musket
 - 342603 Mauser .308 Rifle bolt action s/n: HK340113
 - 342603 15 x .308 rounds
 - 363643 Air rifle, nil brand name, nil serial number
 - 363677 Rifle lever action, nil brand name, nil serial number
 - 395165 Boito .410 SSB s/n: 490653
 - 394479 Stirling .22 RBA s/n: A671618
 - 393959 Huntington .177 PSA s/n: 93033534
 - 394650 Savage .22mag RBA s/n: D321338
 - 391874 Norinco .22 RBA s/n: 8808436
 - 390505 Remington .177 GAR s/n: 905DD1098
 - 390507 Anschutz .22mag RBA s/n: 1074242
 - 391009 China .22 RBA s/n: 9002653
 - 383655 Chinese brand .177 GAR s/n: Nil

8/36

Planning Act

NOTICE OF DECISION

VARIATION OF EXCEPTIONAL DEVELOPMENT PERMIT
EDP12/0013A

I, RAYMOND LOUIS SMITH, as delegate of the Minister for Lands, Planning and the Environment in pursuance of section 40(6) of the *Planning Act* give notice that:

- (a) I have in pursuance of section 40(4)(a), decided to grant a Variation of Exceptional Development Permit (EDP12/0013A) for the development situated at Lot 4481, (38) Spicer Crescent, Suburb of Araluen, Town of Alice Springs;

- (b) Variation of Exceptional Development Permit EDP12/0013A varies conditions 1 and 2 of EDP12/0013 by endorsing drawing numbers PA11/0834/1A, PA11/0834/2A, PA11/0834/3A, PA11/0834/4A, PA11/0834/5A, PA11/0834/6A and PA11/0834/7A for the purpose of amendments to the site plan, floor plan and elevations (revision of scope of works to 2 x 2 bedroom and 1 x 3 bedroom multiple dwellings in a single storey building);
- (c) The land is in Zone SD (Single Dwelling Residential) of the Northern Territory Planning Scheme. Exceptional Development Permit EDP12/0013 granted consent for multiple dwellings which are a prohibited use in Zone SD; and
- (d) Copies of the Variation of Exceptional Development Permit EDP12/0013A and the Reasons for the Decision are available from the Offices of the Department of lands, Planning and the Environment, 1st Floor, Alice Plaza, 12 Todd Street, Alice Springs.

Dated 22nd August, 2013.

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

9/36

Planning Act

NOTICE OF DECISION

VARIATION OF EXCEPTIONAL DEVELOPMENT PERMIT
EDP11/0005A

I, RAYMOND LOUIS SMITH, as delegate of the Minister for Lands, Planning and the Environment in pursuance of section 40(6) of the *Planning Act* give notice that:

- (a) I have in pursuance of section 40(4)(a), decided to grant a Variation of Exceptional Development Permit (EDP11/0005A) for the development situated at Lot 3414, (7) Plowman Street, Suburb of Gillen, Town of Alice Springs;
- (b) Variation of Exceptional Development Permit EDP11/0005A varies conditions 1 and 2 of EDP11/0005 by endorsing drawing numbers PA10/1374/1A, PA10/1374/2A, PA10/1374/3A, PA10/1374/4A, PA10/1374/5A, PA10/1374/6A and PA10/1374/7A for the purpose of carport, shade structure, shed, shade sail additions to a multiple dwelling development and changes to elevations (positions and dimensions of windows and doors) fencing, parking and landscaping layout;
- (c) The land is in Zone SD (Single Dwelling Residential) of the Northern Territory Planning Scheme. Exceptional Development Permit EDP11/0005 granted consent for multiple dwellings which are a prohibited use in Zone SD; and
- (d) Copies of the Variation of Exceptional Development Permit EDP11/0005A and the Reasons for the Decision are available from the Offices of the Department of Lands, Planning and the Environment, 1st Floor, Alice Plaza, 12 Todd Street, Alice Springs.

Dated 15th August, 2013.

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

10/36

Petroleum Act**NOTIFICATION OF SURRENDER OF
EXPLORATION PERMIT - EP118**

I, DEBBY JAMES the Petroleum Registrar and the Delegate of the Minister for Mines and Energy by virtue of an instrument of delegation dated 30 October 2012, in pursuance of Section 70 of the *Petroleum Act*, give notice that petroleum exploration Permit EP118 has been surrendered.

Dated 26th, August, 2013.

D. JAMES
Petroleum Registrar

11/36**Planning Act****EXCEPTIONAL DEVELOPMENT PERMIT APPLICATION**

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

- (a) a proposal seeking an exceptional development permit as described in (e) is to be exhibited;
- (b) the application 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 28 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:
- Manager - Darwin Planning
Development Assessment Services
Department of Lands, Planning and the Environment
GPO Box 1680
DARWIN 0801; or
Facsimile: (08) 8999 6055; or
Email: das.dlpe@nt.gov.au
- (e) The application seeks an exceptional development permit to allow the subdivision of Lot 3638 (37) Narrows Road, Town of Darwin to create two lots. The land is within Zone SD (Single Dwelling Residential) of the Northern Territory Planning Scheme, and the subdivision of land below 760m² in area would otherwise be prohibited in this zone.

Dated 7th August, 2013.

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

12/36**Notification of Subordinate Legislation**

Notice is given of the making of the following subordinate legislation, effective from the date specified:

Subordinate Legislation	Commencement details	Empowering Act
Environment Protection (Beverage Containers and Plastic Bags) Amendment Regulations 2013 (No. 33 of 2013)	Date of this <i>Gazette</i>	<i>Environment Protection (Beverage Containers and Plastic Bags) Act</i>

Copies of the legislation may be purchased at Northern Territory Government Publications, Government Printing Office, Railway Street, Parap, Darwin NT 0800, and the Alice Springs Access Centre, Westpac Building, Todd Mall, Alice Springs NT 0870.

13/36**Police Administration Act****SALE OF GOODS**

Notice is hereby given that pursuant to Section 166 of the *Police Administration Act*, the following property as shown on the attached schedule has been in the possession of the Officer in Charge, Police Station, Peter McAulay Centre, for a period in excess of 3 months and this property will be sold or otherwise disposed of in a manner as determined by the Commissioner of Police, if after twenty-eight (28) days from the publication of this notice the property remains unclaimed.

Dated 27th August, 2013.

K. HOSKINS
A/Superintendent
Casuarina Division

SCHEDULE

Exhibit Number	Item Description
389142/001	Bushnell "Tour V2" Rangefinder
361638/002	Single Gold Hoop Earring
361638/003	Gold Chain Necklace with Blue Stone Pendant
365837/008	Fuji Finepix S2950 Digital Camera
365837/001	New Oakley Sunglasses
365837/012	Men's Silver Necklace
393107	Gold Ring 1 x Diamond
393224	Green & Black Ozito Mower ECO-320
393261	Silver Olympus Digital Camera VG-120
393711/001	Yellow Stabila Level
393711/002	Tool Belt with Tape,
393712/001	Hammer and Nails
393712/002	Grey & Yellow Trojan Screwdriver
393712/003	White Extension Cord & Silver Lever
393089	\$5.00
393586/002	\$100.00
394063/001/001	\$11.15
394263	\$50.00
394550/002	\$20.00
394715/003	\$55.00
394729/002	\$100.60
394748/004	\$2.00
394810/002	\$26.45
394830	\$300.00
397183/002	Black HTC mobile
389142/002	Black Garmin "NUVI" GPS unit
389142/003	Grey NAVMAN "F series" GPS unit
393090	White Apple iPhone
393094	Black & Red Samsung Mobile

393101	Black Huawei Mobile	394824	Black & Red Samsung Mobile
393103	Pink Samsung Mobile	394825	Black and Silver Apple iPhone 3
393127	Black Samsung Mobile	394853	Black Samsung Galaxy Mobile
393129	Black & Silver LG Mobile	394926	Black Samsung Mobile
393154	Black Telstra T60 Mobile	394933	White & Pink Apple iPhone 4
393158	Black Samsung NextG Mobile	373843/011	Lee Enfield .303 Rifle, S/N E44558
393191	Black Samsung Mobile	373843/012	Bentley .22 Rifle, S/N 624654
393211/001	Black & Red Samsung Mobile	373843/013	Liege 12g Shotgun, S/N 47498
393211/002	Black & Grey Samsung Mobile	385855	BRNO .22 Rifle, S/N 412721
393212/001	Black Huawei Mobile	382400	Howa Ltd .308 Rifle, S/N B157657
393212/002	Black & Grey Samsung Mobile	387396	7.65cal Pistol nil S/N (Heavily Rusted)
393330	Black Sony Ericsson Mobile		
393551	Black Samsung Mobile	364963	Speed Rope & Hand Pull Weights
393558	Black Samsung Mobile	365837/013	Samsung Mobile
393586/001	Beige Wallet	365837/014	Nike Air Max Runners
393586/003	NSW D/Licence	393184	White & Red Southern Star
393668	White Samsung Mobile	393611	Grey GT Aggressor MTB
393718	Black and Grey Caribee Backpack	393695	Maroon MTB
393765	Black Samsung Mobile	393708	Grey Avanti Ridge Rider
393803/001	Black iPad	393820	Silver & Purple Southern Star
393803/002	White Samsung Mobile	393828	Black & red Pepco Skirmish
393803/003	Black Samsung Mobile	393917	Maroon & Black Southern Star Terrain
394063/001	Floral Wallet & Contents	393951/001	Light Blue Malvern Star Tempest
394126/001	White Samsung Mobile	393951/002	Black & Orange Huffy Mango
394126/002	Black Telstra NextG Mobile	394002	White BMX
394126/003	Black Samsung Mobile	394028	Sliver Giant Cyprus MTB
394126/004	Blue Telstra NextG Mobile	394245	Black & Blue Orbea XCM Sasuntour
394126/005	Black HP Portable Hard Drive	394522	Red & Black Southern Star
394150/00	Red Back Pack	378451	White Holden Commodore Sedan; Engine # VH1324206 VIN 6H8VPK19HPL645508
394344	Black Nokia Mobile		
394346	Grey & Black Samsung Mobile		
394423	Black Samsung Mobile		
394445	Red Samsung Mobile		
394550/001	Black Men's Wallet		
394675	Black Samsung Mobile		
394711/001	Black Samsung Galaxy Mobile		
394715/001	White Apple iPhone 4		
394715/002	Casuarina Senior College ID Card		
394716	Silver Apple iPod		
394723	White Apple iPhone 5		
394729/001	Men's Black Leather Polo Wallet		
394733	Black Samsung Mobile		
394734	Black & White Samsung Mobile		
394748/001	Black & White Patterned Wallet		
394748/002	Darwin High School ID		
394748/003	Kormilda College ID		
394779	Black & Red Samsung Mobile		
394783	Black Nokia Mobile		
394810/001	Black Wallet		

14/36**Crown Lands Act****OFFER OF CROWN LAND FOR SALE BY AUCTION**

I, LEAH MARREE CROKE, 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 2 October 2013 at 6.00pm, at the Darwin Convention Centre, Darwin Waterfront Precinct, Stokes Hill Road, Darwin NT.
- (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) a Crown lease term over the parcel of land described in Schedule 3 (below) shall be offered at the auction:
- (e) the zoning for the land appears opposite the relevant lot in Column 5 of Schedules 1, 2 and 3 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, 2 and 3 from time to time for the relevant zone;

- (f) the lease of the parcels of land which are identified in Schedules 1, 2 and 3 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 4, 5 and 6 respectively;
- (g) the annual rental payable in respect of the parcels of land described in Schedules 1, 2 and 3 shall be 5% of the purchase price (GST inclusive);
- (h) there are no improvements on the parcels of land described in Schedules 1, 2 and 3;
- (i) 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;
- (j) 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;
- (k) the successful purchaser of the parcel of land described in Schedules 1, 2 and 3 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;
- (l) the contract of sale in respect of the Crown lease term of the parcel of land described in Schedules 1, 2 and 3 shall contain a clause that the completion of the contract of sale shall take place within 30 days from the date of the execution of the contract by both parties or in such other time as agreed between the parties. 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;
- (m) the contract of sale in respect of the Crown lease term of the parcel of land described in Schedules 1, 2 and 3 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;
- (n) 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, 2 and 3;
- (o) the Crown lease term of the parcel of land described in Schedules 1, 2 and 3 shall be granted subject to its present state regarding road access, water supply, sewerage or drainage and electricity supply to or on the land;
- (p) the successful purchaser of the Crown lease term over the parcel of land described in Schedules 1, 2 and 3 will be responsible for seeking the approval of the relevant service authorities, prior to the commencement of works (including site preparation).
- (q) 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, 2 and 3;
- (r) when the purchase price has been paid in full, a Crown lease term of the parcel of land described in Schedules 1, 2 and 3 shall be granted and shall be subject to the *Crown Lands Act* and to any other law in force in the Territory;
- (s) intending purchasers are bound by the conditions of auction described in Schedule 7 of this notice; and
- (t) intending purchasers may obtain details of the land(s) offered for sale in this notice at the office of LJ Hooker Darwin, Suite 1, 25 Parap Road, Parap NT 0804

Dated 28th, August, 2013.

L. M. CROKE
 Delegate of the Minister
 for Lands, Planning and
 the Environment

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

Column 1 Lot	Column 2 Approx Size (km ²)	Column 3 Street	Column 4 Location	Column 5 Zoning	Column 6 Tenure	Column 7 Term
10281	11200m ²	Flynn Circuit	Palmerston	Commercial	Leasehold Schedule 4	2 Years

SCHEDULE 2
LEASEHOLD LAND

COLUMN 6 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Lot	Approx Size (km ²)	Street	Location	Zoning	Tenure	Term
10289	1980m ²	Tarakan Court	Palmerston	Multiple Dwelling	Leasehold Schedule 5	2 Years

SCHEDULE 3
LEASEHOLD LAND

COLUMN 6 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Lot	Approx Size (km ²)	Street	Location	Zoning	Tenure	Term
6659	1610m ²	Kwinana Court	Sanderson	Multiple Dwelling	Leasehold Schedule 6	2 Years

SCHEDULE 4

LOT 10281, TOWN OF PALMERSTON

The Lease of Lot 10281 Town of Palmerston (described in Schedule 1) shall contain the following conditions:

Lease Conditions CLT2447 ("Lease")

Commencement Date:

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

Expiry Date:

This Lease will expire two (2) years from the Commencement Date.

Definitions:

"Approved Development Works" means the Development Works approved by the Territory pursuant to Condition 2.

Building Permit means the building permit issued under the *Building Act*.

"Complete" means

- (a) the issue of a certificate of compliance in relation to the Development Permit for the Approved Development Works; or
- (b) the issue of a Permit to Occupy in relation to the Building Permit for the Approved Development Works.

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

"Development Works" means the construction of a building(s) to be used as a mixed use commercial development incorporating shop top dwellings on the Leased Land in accordance with the Northern Territory Planning Scheme Zone of the Leased Land.

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

Provisions:

- 1 The purpose of this Lease is to use and develop the Leased Land to construct the Approved Development Works as outlined in the Definitions contained in this Lease 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, 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 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 anytime 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, prior to lodging an application for the Development Permit for the Development Works and within three (3) months of the Commencement Date, submit to the Territory for approval the proposed

- development concept plan for the Development Works. The Territory can only withhold its approval under this Condition if the proposed development concept plan for the Development Works submitted does not meet the requirements of Development Works set out in the definitions under this Lease.
- 3 The Lessee must secure the Development Permit for the Approved Development Works within six (6) months of the Commencement Date.
 - 4 The Lessee must Substantially Commence the Approved Development Works within ten (10) months of the Commencement Date.
 - 5 The Lessee must Complete the Approved Development Works within two (2) years of the Commencement Date.
 - 6 The Lessee must construct and have titles issued in relation to the dwellings constructed in a single stage, and acknowledges and agrees it will not be able to undertake the Approved Development Works or the titling process as a staged development under the *Unit Title Schemes Act*.
 - 7 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.
 - 8 The Lessee must ensure that all building plans for the Approved Development Works have the necessary statutory approvals prior to commencement of building the Approved Development Works.
 - 9 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.
 - 10 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.
 - 11 If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of Condition 10, 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.
 - 12 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.
 - 13 The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.
 - 14 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.
 - 15 The Lessee must address noise attenuation constraints of the Leased Land in a manner appropriate under the relevant Australian Standards and as so specified in the Development Permit.
 - 16 The Lessee must provide, construct and install at its own expense in all things, optic fibre telecommunications to all dwellings constructed on the Leased Land which must:
 - (a) facilitate the latest technological advancements available in the areas of communication, entertainment and automation in dwellings;
 - (b) be capable of supporting, and deriving maximum benefit from, a high speed fibre optic cable to the premises or fibre to the home telecommunications system;
 - (c) provide connections to the appropriate connection point to each dwelling including:
 - (i) broadband network;
 - (ii) Free to Air TV head end; and
 - (iii) voice network; and
 - (d) comply with all applicable Australian Standards.
 - 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 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.
 - 19 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.
 - 20 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 20(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.
 - 21 The Lessee may, upon completion of the Approved 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.

SCHEDULE 5

LOT 10289, TOWN OF PALMERSTON

The Lease of Lot 10289, Town of Palmerston (described in Schedule 2) shall contain the following conditions:

Lease Conditions CLT2352 ("Lease")

Commencement Date:

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

Expiry Date:

This Lease will expire two (2) years from the Commencement Date.

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:

- (c) the issue of a certificate of compliance in relation to the Development Permit for the Development Works; or
- (d) the issue of a Permit to Occupy in relation to the Building Permit for the Development Works.

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

"Development Works" means the construction of a minimum of three (3) dwellings on the Leased Land in accordance with the Lease Purpose and the subject of any Development Permit.

"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 on 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 the Development Works as outlined in the Definitions contained in this Lease 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, 3 and 4.
- 5 If the Lessee does not comply with either of Condition 2, 3 or 4, 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 Land Act* and the Regulations, be liable to be forfeited for non-compliance with any such lease condition.
- 7 The Lessee may at anytime 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 six (6) months of the Commencement Date.
- 3 The Lessee must Substantially Commence the Development Works within ten (10) months of the Commencement Date.
- 4 The Lessee must Complete the Development Works within two (2) years of the Commencement Date.
- 5 The Lessee Must construct and have titles issued in relation to the dwellings constructed in a single stage, and acknowledges and agrees it will not be able to undertake the Development Works or the titling process as a staged development under the *Unit Title Schemes Act*.
- 6 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.
- 7 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.
- 8 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.
- 9 The Lessee must ensure that, at all times and to the satisfaction of the Minister, the Leased Land, is 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 or breeding of mosquitoes.
- 10 If the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of Condition 9 on its part, the Territory shall have the right to enter onto the Leased Land and do all things necessary to that end and the expense and cost thereof, as determined by the Minister, shall be borne and payable by the Lessee on demand.
- 11 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.
- 12 The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.
- 13 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.
- 14 The Lessee must address noise attenuation constraints of the Leased Land in a manner appropriate under the relevant Australian Standards and as specified in the Development Permit.
- 15 The Lessee must provide, construct and install at its own expense in all things, optic fibre telecommunications to all dwellings constructed on the Leased Land which must:
 - (a) facilitate the latest technological advancements available in the areas of communication, entertainment and automation in dwellings;
 - (b) be capable of supporting, and deriving maximum benefit from, a high speed fibre optic cable to the premises or fibre to the home telecommunications system;

- (c) provide connections to the appropriate connection point to each dwelling Including:
- (i) broadband network;
 - (ii) Free to Air TV head end; and
 - (iii) voice network; and
- (d) comply with all applicable Australian Standards.
- 16 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.
- 17 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.
- 18 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.
- 19 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 the Condition 19(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.
- 20 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 subject to payment of all costs, charges and expenses relating to the process of the grant of freehold title to the Leased Land.
- (e) the issue of a certificate of compliance in relation to the Development Permit for the Development Works; or
- (f) the issue of a Permit to Occupy in relation to the Building Permit for the Development Works.
- "Development Permit" means the development permit issued under the *Planning Act*.
- "Development Works" means the construction of a minimum of three (3) dwellings on the Leased Land in accordance with the Lease Purpose and the subject of any Development Permit.
- "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.

Provisions:

- 1 The purpose of this Lease is to use and develop the Leased Land to construct the Development Works as outlined in the Definitions contained in this Lease 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, 3 and 4.
- 5 If the Lessee does not comply with either of Condition 2, 3 or 4, 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 anytime 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 six (6) months of the Commencement Date.

SCHEDULE 6

LOT 6659, TOWN OF SANDERSON

The Lease of Lot 6659, Town of Sanderson (described in Schedule 3) shall contain the following conditions:

Lease Conditions CLT2439 ("Lease")

Commencement Date:

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

Expiry Date:

This Lease will expire two (2) years from the Commencement Date.

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:

- 3 The Lessee must Substantially Commence the Development Works within ten (10) months of the Commencement Date.
- 4 The Lessee must Complete the Development Works within two (2) years of the Commencement Date.
- 5 The Lessee must construct and have titles issued in relation to the dwellings constructed in a single stage, and acknowledges and agrees it will not be able to undertake the Development Works or the titling process as a staged development under the *Unit Title Schemes Act*.
- 6 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.
- 7 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.
- 8 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.
- 9 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.
- 10 If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of Condition 9, 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.
- 11 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.
- 12 The Lessee must grant any easements required by the relevant service authorities and the Territory at nil cost to the Territory.
- 13 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.
- 14 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.
- 15 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.
- 16 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.
- 17 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 17(a) except to the extent the damage, loss, injury or death is caused by a wilful or negligent act or omission of the Territory.

- 18 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, Mr Morgan Shearer of LJ Hooker Darwin 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 and Economic Development, Fifth Floor, Energy House, 18-20 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.

SCHEDULE 7

CONDITIONS OF AUCTION

The following are the conditions of auction, which bidders accept and agree to be bound, by virtue of their bidding at auction.

1 AUCTION AGREEMENT

A Crown Lease of each of the parcels of land as described in Schedules 1, 2 and 3 is auctioned by the Northern Territory of Australia (Vendor) under the terms of the attached Auction Agreement. Bidders accept and agree to be bound by these conditions of auction by bidding at auction

2 OFFER

The Crown Lease is offered for sale subject to a reserve price and to the other provisions of the Auction Agreement. The highest bidder whose bid is accepted by the Auctioneer will be the lessee of the Crown Lease with the purchase price being equal to the amount of the highest bid accepted by the Auctioneer.

Bidders should note that under the terms of the Auction Agreement, the bid accepted is exclusive of GST.

3 VENDOR'S RIGHTS

The Vendor reserves the right:

- (a) to bid generally by itself for by its agent or by the Auctioneer; and
- (b) to withdraw the Crown Lease at any time before the Crown Lease is actually sold without declaring the reserve price, whether or not the auction has commenced.

4 MINIMUM BIDS

No person will advance at each bid less than such a sum as shall be at any time decided upon and named by the Auctioneer and no bid may be withdrawn.

5 AUCTIONEER'S DISCRETION

The Auctioneer may at his discretion refuse to accept any bid from any person.

6 RE-OPENING OF BIDS

If any dispute or difference arises out of or in connection with the bidding (and the Auctioneer will be the sole and final judge of the existence of any dispute) the Auctioneer may re-open the bidding and re-submit the Crown Lease commencing with a former bid, or the Auctioneer may decide the dispute or difference in such other manner as he in his absolute discretion deems fit, and his decision will be final and binding on all parties.

7 AUCTIONEER'S RIGHTS

The Auctioneer reserves the right when conducting the auction to request any bidder or bidders to advance to the rostrum and establish their bona fides and in such event the bidder or bidders will provide to the Auctioneer any authority or authorities in writing and any fact or facts as the Auctioneer deems necessary.

8 SUCCESSFUL BIDDER

- (a) If the Purchaser does not sign the Auction Agreement as required, then the Auctioneer may sign it as the Purchaser's duly authorised agent and on the Purchaser's behalf and the Purchaser will be bound accordingly.
- (b) By In making a bid which is accepted by the Auctioneer the Purchaser will be deemed to have appointed the Auctioneer as his duly authorised agent for the purpose of completing and signing the Auction Agreement.

9 QUESTIONS AT AUCTION

Acknowledgement:

- (a) Bidders acknowledges that it has been given all information considered relevant to the Crown Lease and has had sufficient time to seek further information from the Vendor and to otherwise undertake its own enquiries and exercise its own due diligence;

- (b) The Vendor, and the Auctioneer will not accept and will not be obliged to answer any questions or requests for further information at auction; and
- (c) Bidders agree for all purposes, that the terms and conditions of the Crown Lease will not be subject to negotiation between the parties.

15/36**Planning Act****NOTICE OF EXHIBITION OF PROPOSAL
TO AMEND NT PLANNING SCHEME**

PA2013/0644

I, MARK GILLEN MELDRUM, 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
- (e) the proposed amendment is to the NT Planning Scheme, to rezone Lot 6185 Town of Nightcliff (1 Runge Street, Coconut Grove) from Zone MD (Multiple Dwelling Residential) to Zone MR (Medium Density Residential).

Dated 28th, August 2013.

M. G. MELDRUM
Delegate of the Minister
for Lands, Planning and the
Environment

16/36**Planning Act****NOTICE OF DECISION
EXCEPTIONAL DEVELOPMENT PERMIT**

EDP13/0015

I, PETER GLEN CHANDLER, the Minister for Lands, Planning and the Environment, in pursuance of section 40(6) of the *Planning Act*, give notice that-

- (a) I have under section 40(2)(c), granted an Exceptional Development Permit for Lot 1304 (2 Boag Court), Town of Tennant Creek;
- (b) The Exceptional Development Permit has been granted for the purpose of multiple dwellings (maximum of three dwellings);
- (c) The land is in Zone SD (Single Dwelling Residential) of the Northern Territory Planning Scheme and the development would otherwise be prohibited; and

- (d) Copies of the Exceptional Development Permit and the Reasons for the Decision are available from the Offices of the Department of Lands, Planning and the Environment Level 1, Alice Plaza, Todd Mall, Alice Springs.

Dated 23rd July, 2013.

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

17/36

NORTHERN TERRITORY GOVERNMENT PRINTING OFFICE

GENERAL GAZETTE PUBLICATIONS FOR 2013

Gazette Number	Publication Date	Closing Date
G1	2 January	24 December
G2	9 January	2 January
G3	16 January	9 January
G4	23 January	16 January
G5	30 January	23 January
G6	6 February	30 January
G7	13 February	6 February
G8	20 February	13 February
G9	27 February	20 February
G10	6 March	27 February
G11	13 March	6 March
G12	20 March	13 March
G13	27 March	20 March
G14	3 April	27 March
G15	10 April	3 April
G16	17 April	10 April
G17	24 April	17 April
G18	1 May	24 April
G19	8 May	1 May
G20	15 May	8 May
G21	22 May	15 May
G22	29 May	22 May
G23	5 June	29 May
G24	12 June	5 June
G25	19 June	12 June
G26	26 June	19 June
G27	3 July	26 June
G28	10 July	3 July
G29	17 July	10 July
G30	24 July	17 July
G31	31 July	24 July
G32	7 August	31 July
G33	14 August	7 August
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G35	28 August	21 August
G36	4 September	28 August
G37	11 September	4 September
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G40	2 October	25 September
G41	9 October	2 October
G42	16 October	9 October
G43	23 October	16 October
G44	30 October	23 October
G45	6 November	30 October
G46	13 November	6 November
G47	20 November	13 November
G48	27 November	20 November
G49	4 December	27 November
G50	11 December	4 December
G51	18 December	11 December

General *Gazette* publications for 2013 will be on **Wednesday's**, 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.

All notices for publications must have a covering note with Telephone, Facsimile Number and any special requirements required.

Further information may be obtained from the **Gazette Officer** on:-

Telephone: **8999 4005**
 Facsimile: **8999 4037**
 Email: **ray.ellen@nt.gov.au**
scott.sekulich@nt.gov.au

When Emailing notices they should be sent to the two above mail addresses.

For all Subscription Enquiries:

Telephone: **8999 4031**
 Facsimile: **8999 4001**

NT PUBLIC HOLIDAYS 2013

1 January	New Years Day
28 January	Australia Day
29 March	Good Friday
30 March	Easter Saturday
1 April	Easter Monday
25 April	Anzac Day
6 May	May Day
10 June	Queen's Birthday
8 June	Borroloola Show Day
5 July	Alice Springs Show Day
12 July	Tennant Creek Show Day
19 July	Katherine Show Day
26 July	Darwin Show Day
5 August	Picnic Day
25 December	Christmas Day
26 December	Boxing Day