



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2012/002
<b>Short name</b>	Ngarluma Aboriginal Sustainable Housing (NASH) ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	16/07/2012
<b>State/territory</b>	Western Australia
<b>Local government region</b>	City of Karratha

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## Description of the area covered by the agreement

Pursuant to clauses 3.2 and 1 the agreement area (referred to as the 'Land') is:

"(a) the Crown land comprising that part of Lot 588, shown marked "M" on deposited plan 71874, a copy of which is attached at schedule 2; and

(b) the Crown land comprising that part of Lot 589, shown marked "M" on deposited plan 71879, a copy of which is attached at schedule 2". A copy of Schedule 2 is attached to this register extract.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area covers about 32.5 hectares located approximately 2 kilometres north of Roebourne and falls within the Local Government Authority of the Shire of Roebourne.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Western Australia
<b>Contact address</b>	Department of Regional Development and Lands Level 2, 140 William St Perth WA 6000

### *Other Parties*

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<b>Party name</b>	Ngarluma Aboriginal Corporation
<b>Contact address</b>	C/ The CEO, Ngarluma Resource Centre 1 Padbury Street Roebourne WA 6718

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<b>Party name</b>	Ngarluma Ngurra Limited
<b>Contact address</b>	C/ The CEO, Ngarluma Resource Centre 1 Padbury St Roebourne WA 6718

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

There is no specific period of operation but clause 5.2 of the Agreement specifies clauses that will operate on registration of the Agreement as an Indigenous Land Use Agreement.

If the Agreement is registered, the parties may agree to end it (clause 6(a)(ii) of the Agreement).

## Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

Clause 8. Agreement that Future Act may be done

(a) The Parties acknowledge and agree that:

(i) the transfer of the fee simple in the Land by the Minister to NNL under section 74 of the Land Administration Act is a Future Act; and

(ii) an act that is a NASH Project Future Act may be a Future Act, to which the provisions of Part 2 Division 3 of the Native Title Act apply.

(b) For the avoidance of doubt, the Parties acknowledge that the rights of NNL, in consultation with the Corporation and the Ngarluma People, once it becomes the registered proprietor of the Land, include but are not limited to the exercise of any power to sell or mortgage the whole or any portion of Land, to sub-divide the Land, to grant leases or licences over the whole or any part of the Land for any purpose or any term.

(c) The parties irrevocably consent to the Minister transferring the Land to NNL and doing all acts necessary to be able to give effect to the land transfer and the Parties consent to its subsequent use in accordance with subclause (b) and for the doing of all acts comprising the NASH Project Future Acts from time to time and otherwise, subject to the terms and conditions of the Agreement.

(d) The Parties confirm the validity of, and consent to, the Lot 589 Transfer and the exercise of any rights by NNL created by that transfer, including any of the rights described in subclause (b), in respect of that part of Lot 589 as comprises part of the Land ("relevant land") in the event that the Lot 589 Transfer in respect of the relevant land and exercise of the rights created by the transfer by NNL in respect of the relevant land were Future Acts that were done invalidly, with the intent that this statement satisfies the requirement of section 24EBA(1)(a) of the NTA.

Clause 9. No other Native Title Act procedures required

(a) The Parties agree that as a consequence of this Agreement, and subject to it being registered on the Register, no other Future Act processes provided for in the provisions in Part 2 Division 3 Native Title Act, in particular the provisions of Subdivision P of the Native Title Act, need to be complied with for the Future Acts set out in clause 8 to be done.

(b) The Parties agree that the transfer of the fee simple in the Land is valid if transferred in accordance with this Agreement and that the carrying out of NASH Project Future Acts from time to time are valid whether or not the provisions of Part A Division 3 Subdivision P of the Native Title Act would otherwise apply.

Clause 1.1 Definitions

Land means:

(a) The Crown land comprising that part of Lot 588 shown marked "M" on deposited plan 71874, a copy of which is attached at schedule 2; and

(b) The land comprising that part of Lot 589 shown marked "M" on deposited plan 71879, copy of which is attached at schedule 2.

Nash Project Future Acts means:

acts dealing with the Land or any part of it that are subsequent to the transfer of the Land by the State to NNL in fee simple, which are for the purpose of giving effect to the NASH Project and which are or may be a Future Act, including acts by which the Land becomes Crown land again and:

(a) is dedicated as public road with management responsibility vesting in the relevant local government or Main Roads, as the case may be;

(b) created as a public purpose reserve under statute with care control and management given to an appropriate authority or entity with or without power to lease, sublease or licence; or

(c) is from time to time to be subject to an easement.

## Attachments to the entry

[2012\\_05\\_23 NASH ILUA Application Schedule 2.pdf](#)