



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/079
Short name	Boigu Island (Torres Strait) Social Housing ILUA
ILUA type	Body Corporate
Date registered	08/01/2014
State/territory	Queensland
Local government region	Torres Strait Island Regional Council

Description of the area covered by the agreement

The agreement area is described in the Definitions under 'Agreement Area' by reference to Schedules 1 and 2 of the Agreement.

[Maps of the agreement area are contained in Schedules 1 and 2 of the agreement. A copy of Schedules 1 and 2 are 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 0.6 Ha (7 allotments) located in the vicinity of Boigu on Boigu Island in the Torres Strait.]

Parties to agreement

Applicant

Party name	State of Queensland Department of Aboriginal and Torres Strait Islander and Multicultural Affairs
Contact address	c/- Crown Law GPO Box 5221 Brisbane QLD 4001

Other Parties

Party name	Malu Kiai (Torres Strait Islanders) Corporation
Contact address	c/- Torres Strait Regional Authority PO Box 261 Thursday Island QLD 4875

Party name	Torres Strait Island Regional Council
Contact address	Ground Floor, Torres Strait Haus 46 Victoria Parade PO Box 501 Thursday Island QLD 4875

Period in which the agreement will operate

Start date not specified

End Date not specified

3.1 Subject to clause 3.2, this Agreement commences on the Execution Date (24/10/2013).

3.2 Clause 5 and clause 6 commence on Registration.

3.3 This Agreement may be terminated by written agreement executed by each party.

"Agreement" means this document (ILUA), including all schedules to this document, as amended from time to time in accordance with the terms of this Agreement;

"Execution Date" means the day on which this Agreement is executed by the parties and if executed on different days, the latter of those days;

"Registration" means the date on which this Agreement is registered.

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

5.1 On the condition that the Proponent of the Project has given a Project Notice to the Corporation, the parties:

a) consent to the doing of the Agreed Acts to the extent they are Future Acts; and

b) agree to the validation of any Agreed Acts done by the State or the Trustee in the Agreement Area and for purposes of the Project after the Execution Date and prior to the Registration.

5.2 The Proponent of the Project will give the Project Notice to the Corporation as early as reasonably practicable before the first of any Agreed Acts occurs.

5.3 Upon receiving the Project Notice, the Corporation will inform the Particular Common Law Holder and reasonably keep them informed about the doing of the Agreed Acts.

5.4 The parties acknowledge that the non-extinguishment principle, as defined in the NTA, applies to the doing of the Agreed Acts to the extent they are Future Acts.

5.5 Where the Trustee and the State have complied with their obligations under this Agreement, the Corporation agrees that it will not do, or omit to do, anything that would prevent or delay the doing of the Agreed Acts.

5.6 to avoid any doubt, Subdivision P, Division 3, Part 2 of the NTA does not apply to the Agreed Acts.

"Agreed Acts" means any of the following:-

(a) The grant by the Trustee of any Social Housing Lease or any amended Social Housing Lease or the grant of any sublease of a Social Housing Lease within the Agreement Area and for purposes of the Project.

(b) The registration of any Social Housing Lease or any amended Social Housing Lease under the Land Title Act 1994 (Qld), the Land Act 1994 (Qld) or the TSILA within the Agreement Area and for purposes of the Project.

(c) The doing of any Activity permitted or contemplated by any Social Housing Lease or any amended Social Housing Lease or any sublease of a Social Housing Lease, including any survey activities, geotechnical investigations, the grant of any permits or authorities, the construction of any Social Houses, the upgrade, renovation and restoration of any Social Houses, the clearing of any land, the use of any Social Houses and land and the creation of any interests (other than a grant of Freehold Title or the renewal or extension of a lease) within the Agreement Area and for the purposes of the Project.

(d) The surrender by the State of any part of any Social Housing Lease in the Agreement Area, to facilitate the grant by the Trustee of any subsequent interest in the land (but not the grant of the subsequent interest itself) or for any other purpose except for purposes of the Project.

(e) The doing of any Social Housing Infrastructure Works within the Agreement Area and for the purposes of the Project.

"Proponent" means such of the Trustee or the State as is the proponent of the Project and may include both of them and the identity of the Proponent will be specified in the Project Notice;

"Project" means, within all or part of the Agreement Area on Boigu Island, the grant of a Social Housing Lease and the construction, renovation or repair of any Social House in accordance with the terms of the Social Housing Lease and the doing of any Social Housing Infrastructure Works for the purpose of servicing those Social Houses.

"Trustee" means the Torres Strait Island Regional Council (ABN 15 292 645 165).

Attachments to the entry

[QI2013_079 Schedule 1 Map of Agreement Area.pdf](#)

[QI2013_079 Schedule 2 Written Description of Agreement Area.pdf](#)