



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/065
<b>Short name</b>	Bulganunna Aboriginal Corporation and Adani Mining Carmichael North Galilee Basin Rail Project ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	05/01/2015
<b>State/territory</b>	Queensland
<b>Local government region</b>	Isaac Regional Council, Whitsunday Regional Council

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## Description of the area covered by the agreement

ILUA Area means all of the land and waters described in writing in Schedule 1 as depicted on the map in Schedule 2.

[Schedules 1 and 2 are attached to this Register Extract.

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

Agreement covers about 409 sq km approx 120 km and 236 km south west of Proserpine.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Adani Mining Pty Ltd
<b>Contact address</b>	c/- Environment Land Heritage Pty Ltd GPO Box 2077 Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	Bulganunna Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- Dillon Bowers Lawyers PO Box 626 Townsville QLD 4810

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<b>Party name</b>	State of Queensland Aboriginal and Torres Strait Islander Land Services Department of Natural Resources and Mines
<b>Contact address</b>	GPO Box 2454 Brisbane QLD 4001

## Period in which the agreement will operate

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<b>Start date</b>	not specified
<b>End Date</b>	not specified

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The Agreement commences on the Execution Date [being 6 August 2014] and, subject to the remainder of this clause 3, will operate for the duration of the Project Activities.

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

6.1 The Parties agree to and consent to:

- (a) subject to clause 6.6, all Future Acts and Surrenders that are necessary for the construction, operation and maintenance of up to three Rail Corridors;
- (b) subject to clause 6.6, any other Surrender that is necessary for the Project to proceed, for example because Adani or any Related Bodies Corporate or any third party or third parties nominated by Adani requires a Grant or Grants of fee simple, perpetual lease or other tenure wholly inconsistent with the continuation of native title;
- (c) the Project Activities (including the doing of all Future Acts and the validating of any Future Acts undertaken after the Execution Date that would otherwise have been invalid); and
- (d) all Future Acts that are necessary for the construction, operation and maintenance of the Quarry Sites.

6.2 The Parties agree that the Surrender is intended to extinguish any native title that may exist in relation to the Surrender Area at the time of the Surrender.

6.3 The Parties acknowledge that:

- (c) for the purposes of section 24EB(1)(c) of the Native Title Act and regulation 6(5)(b) of the ILUA Regulation, Part 2, Division 3, Subdivision P of the Native Title Act (which relates to the right to negotiate), does not apply to any Project Activities or any Surrender covered by the Agreement.

'Project Activities' means all acts (including Future Acts) necessary for the Project by, for, on behalf of or for the benefit of Adani or any Related Bodies Corporate of Adani or any third party or third parties nominated by Adani which are necessary for, investigating, implementing, developing, constructing, installing, operating, maintaining, repairing, replacing, further developing and decommissioning the Project within, or in relation to, the ILUA Area (including any part of the ILUA Area), including:

- (a) the construction, operation and maintenance of up to three Rail Corridors;
- (b) the construction, operation and maintenance of a Power Corridor;
- (c) the construction, operation and maintenance of roads, haul roads, bridges, groin walls, electricity transmission lines, telecommunication lines, communication facilities, quarries, borrow pits, laydown areas, stockpiles, water pipelines, gas pipelines, sewerage pipelines, other utility infrastructure, navigational equipment or aids, office or accommodation buildings, camps and any other building or structures necessary for the Project;
- (d) the clearing, management and rehabilitation of lands and waters and any flora and fauna contained therein;
- (e) Surrenders;
- (f) Grants of Approvals; and
- (g) works comprising or associated with the matters referred to in paragraphs (a) to (f) of this definition.

## Attachments to the entry

[QI2014\\_065\\_Schedule\\_1\\_Written\\_Description\\_of\\_ILUA\\_Area.pdf](#)

[QI2014\\_065\\_Schedule\\_2\\_Map\\_of\\_ILUA\\_Area.pdf](#)