



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|--------------------|
| NNTT number | WI2025/009 |
| Short name | Bardulanha ILUA |
| ILUA type | Body Corporate |
| Date registered | 30/01/2026 |
| State/territory | Western Australia |
| Local government region | Shire of Ashburton |

Description of the area covered by the agreement

3.9 Area to which this Agreement applies

This Agreement applies to the Agreement Area.

[A copy of Schedule 1 which annexes maps and descriptions of the Agreement Area and ILUA Area 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 approx. 11.2 sq km and is located approx. 74km east of Tom Price.]

Agreement means this agreement including in its capacity as an Indigenous Land Use Agreement for the ILUA Area entered into pursuant to Part 2, Division 3, Subdivision B of the NTA.

Agreement Area means both the ILUA Area and the Unclaimed Area, being the land and waters described in Schedule 1 and as shown on the map of the Agreement Area as Map A in Schedule 1.

Determination Area means the area in which native title was held to exist in the Native Title Determination.

ILUA or Indigenous Land Use Agreement means an ILUA or Indigenous Land Use Agreement as described in the NTA and associated regulations.

ILUA Area means that portion of the Agreement Area that is part of the Determination Area, and shown as the red hatched area overlaying a yellow background on the map indicated as Map B in Schedule 1.

Native Title Determination means the approved determination of native title made by Barker J in the Federal Court of Australia in *Banjima People v State of Western Australia (No 3) [2014] FCA 201* on 11 March 2014 being proceedings WAD6096/1998, WCD2014/001.

NTA means the *Native Title Act 1993 (Cth)*.

Unclaimed Area means that portion of the Agreement Area that is shown as the brown area on the map indicated as Map B in Schedule 1.

Parties to agreement

Applicant

| | |
|------------------------|---|
| Party name | The State of Western Australia acting through the Minister for Lands |
| Contact address | Department of Planning, Lands and Heritage 140 William Street Perth WA 6000 |

Other Parties

| | |
|------------------------|--|
| Party name | Banjima Native Title Aboriginal Corporation RNTBC (ICN 7971) |
| Contact address | c/- Roe Legal Services Level 10, 16 St Georges Terrace Perth WA 6000 |

| | |
|------------------------|---|
| Party name | Ngudarra Banyjima Bardulanha Windel Block Aboriginal Corporation (ICN 3421) |
| Contact address | c/- Land Equity Legal PO Box 2179 Subiaco WA 6904 |

Period in which the agreement will operate

| | |
|-------------------|---------------|
| Start date | not specified |
| End Date | not specified |

2. TERM OF THE AGREEMENT

2.1 Commencement

This Agreement commences on the Execution Date, except for clause 3 which will commence on the Commencement Date, and binds each of the Parties, their successors and permitted assigns.

2.2 Term

This Agreement shall terminate on the occurrence of whichever of the following events is the first to occur:

- (a) where clause 7.6 (dealing with the consequences of non-registration) occurs;
- (b) where all Parties agree in writing to end the Agreement; or
- (c) where the Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NTA.

2.3 No Termination

Subject to clause 2.2, no Party is entitled to terminate this Agreement for any reason, including by reason of breach or repudiation of this Agreement by any Party.

2.4 Consequences of Termination

Unless otherwise agreed in writing by the Parties, if this Agreement is terminated in accordance with clause 2.2:

- (a) unless otherwise provided for in this Agreement, this Agreement ceases to have any force or effect on and from the date of termination;
- (b) any act done under or in accordance with this Agreement shall remain, to the extent permitted by law, valid; and
- (c) all rights and obligations under this Agreement which accrued before or on the date of the termination of this Agreement shall remain binding and enforceable.

2.5 Termination after Registration on the ILUA Register

If all the Parties propose to terminate this Agreement after its registration on the ILUA Register pursuant to clause 2.2(b) then all Parties must advise the Native Title Registrar in writing in accordance with section 199C(1)(c)(ii) of the NTA.

Commencement Date means the date on which this Agreement is registered and entered on the ILUA Register.

Execution Date means the date of the execution of this Agreement by the last of the Parties to execute it.

ILUA Register means the Register of Indigenous Land Use Agreements established under section 199A of the NTA.

Party means a party to this Agreement and **Parties** means the three parties to this Agreement.

Native Title Registrar is the Registrar appointed under section 95 of the NTA.

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

3. AGREEMENT THAT FUTURE ACTS MAY BE DONE

3.1 Future Act

Each Party acknowledges and agrees that the Land Transactions may be or may comprise Future Acts to which the provisions of Part 2, Division 3 of the NTA may apply.

3.2 Parties' consents to Future Acts

(a) Each Party consents to the Land Transactions with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NTA in respect of each of them.

(b) For the avoidance of doubt, the consent in clause 3.2(a) includes consent to the doing of any and all things ancillary to the doing of the Land Transactions, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA in respect of each of those things.

3.3 RNTBC's Consent

The RNTBC agrees as follows:

(a) its consent under clause 3.2 includes not objecting to the Land Transactions; and

(b) to do all things, including signing any documents, necessary to give effect to its consent to the Land Transactions.

3.4 Grant of the right includes its exercise

For the avoidance of doubt, the consent to the doing of the Land Transactions includes consent to the exercise of any right or obligation created by those acts on the person on whom the right or obligation is conferred.

3.6 No Right to Negotiate

(a) The Right to Negotiate Procedure does not apply to any of the Land Transactions, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NTA.

(b) For the avoidance of doubt, aside from Subdivision B for the purposes of this Agreement, no other procedural requirements in Part 2, Division 3 of the NTA apply to the Land Transactions.

3.7 Other statements relevant to the NTA

Each Party:

(a) agrees that this Agreement, to the extent that it applies to the ILUA Area, is intended to be registered on the ILUA Register as a Body Corporate Agreement under sections 24BA to 24BI of the NTA and regulation 6 of the ILUA Regulations; and

(b) acknowledges that, when this Agreement is registered on the ILUA Register, the Agreement will have the additional effects conferred by sections 24EA and 24EB of the NTA, as relevant, including the effects on Compensation provided by those sections.

3.8 Consent preserved in event of breach

A breach of this Agreement by any Party does not nullify the consent to the Land Transactions.

Deed means the deed in the form or substantially in the form of the deed attached to this Agreement as Schedule 2.

Five Mile Reserve means the reserve of that name referred to in the definition of the Land Transactions.

Future Act has the same meaning as given to it by the NTA.

ILUA Regulations means the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth).

LA Act means the *Land Administration Act 1997* (WA).

Land Transactions means:

(a) the creation of a reserve to be known as Five Mile Reserve, pursuant to section 41 of the LA Act, for the purpose of "Banjima People's Social, Cultural and Economic Benefit" over the Agreement Area; and

(b) the grant of a management order with the grant of the power to lease, sublease or licence pursuant to section 46(1) and 46(3) of the LA Act to the RNTBC, on the terms and conditions set out in Annexure A of the Deed attached at Schedule 2, over and for the purpose of the reserve referred to in subclause (a);

(c) the grant of a lease, sublease or licence by the RNTBC in respect of Five Mile Reserve or any part of it, including but not limited to the grant of the Lease.

Right to Negotiate Procedure means the procedure under Subdivision P of Division 3 of Part 2 of the NTA.

RNTBC means Banjima Native Title Aboriginal Corporation RNTBC (ICN 7971).

Attachments to the entry

[WI2025_009 Schedule 1 - Agreement Area Maps \(Clause 1.1\).pdf](#)