



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	DI2024/002
<b>Short name</b>	Mineral Lease 32553 Indigenous Land Use Agreement
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	18/07/2024
<b>State/territory</b>	Northern Territory
<b>Local government region</b>	Central Desert Regional Council

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## Description of the area covered by the agreement

### 3.1 ILUA Area

This Agreement applies to the ILUA Area.

**ILUA Area** means the land and waters subject to the Mineral Lease and which are identified in Schedule 1.

[A description is contained in Schedule 1 and a map of the ILUA area is contained in Schedule 2 of the agreement. A copy of Schedules 1 & 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 37 hectares and is located approximately 100 km north-east of Alice Springs.]*

## Parties to agreement

### Applicant

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<b>Party name</b>	Tamas Kapitany
<b>Contact address</b>	13 Olive Road Devon Meadows VIC 3977

### Other Parties

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<b>Party name</b>	Central Land Council
<b>Contact address</b>	27 Stuart Highway Alice Springs NT 0870

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<b>Party name</b>	Tywele Aboriginal Corporation
<b>Contact address</b>	c/- Central Land Council 27 Stuart Highway Alice Springs NT 0870

## Period in which the agreement will operate

Start date	not specified
End Date	not specified

## 2. COMMENCEMENT AND OPERATION

### 2.1 Term

(a) Subject to clause 2.2. this Agreement commences on the Commencement Date and terminates upon the expiration, cancellation or surrender of the Mineral Lease (the **Term**).

(b) On the Termination Date, this Agreement may be removed from the Register.

### 2.2 Continuing obligations

(a) All rights and obligations of the Parties under this Agreement which have accrued on the Termination Date until each obligation is fulfilled and the clauses in this Agreement dealing with procedural matters will continue to apply until the fulfilment of each accrued obligation.

(b) To avoid doubt, an obligation includes satisfying any liability a Party has to the other Party as a consequence of any prior breach of the Agreement.

### 2.3 Obligations surviving termination

This clause 2.3 and clauses 2.2 (Continuing Obligations), 5.3(c) (Non-Extinguishment Principle), 4 (Representation and Warranties), 9 (Distribution of financial benefits), 10.3 (Responsibility for meeting environmental obligations), 16 (Confidential Information), 18 (Dispute resolution), 21 (Notices), 22.3 (Governing law) and 22.12 (GST) survive termination of this Agreement.

**Agreement** means this agreement and all annexures and schedules to it.

**Commencement Date** means the date this Agreement is executed by the Parties and if executed on a different date means the later of those dates.

**Mineral Lease** means

(a) any mineral lease granted pursuant to the Mineral Titles Act to the Miner in response to mineral lease application 32553; and

(b) any renewal of any mineral lease referred to in paragraph (a) above, for the purpose of the Project.

**Register** means the "Register of Indigenous Land Use Agreements" as that term is defined under the Native Title Act.

**Term** has the meaning given in clause 2.1.

**Termination Date** means the date that this Agreement is terminated in accordance with clause 2.1(a).

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

## 5. CONSENT AND REGISTRATION

### 5.1 Agreed Act

To the extent that the Agreed Act constitutes a Future Act, the Native Title Party:

(a) consents to the doing of the Agreed Act; and

(b) agrees not to challenge the validity of the Agreed Act under the Native Title Act at any time in the future.

### 5.2 Right to Negotiate does not apply

The Parties agree that the Right to Negotiate Procedure is not intended to apply to the doing the Agreed Act.

### 5.3 Statements for the purposes of Native Title Act

The Parties acknowledge and agree that:

(a) clause 5.1 contains statement for the purposes of:

(i) section 24EB(1)(b)(i) of the Native Title Act; and

(ii) regulation 6(5) of the ILUA Regulations; and

(b) clause 5.2 constitutes a statement of the kind referenced in section 24EB(1)(c) of the Native Title Act; and

(c) the Non-Extinguishment applies to the Agreed Act, the Mining Activities and the undertaking of the Project.

**Agreed Act** means any grant or renewal of the Mineral Lease.

**Future Act** has the meaning given to that term in the Native Title Act.

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

**Mining Activities** means any of the following activities relating to the Project and done for and on behalf of the Miner:

- (a) exploration for Minerals;
- (b) mining of Minerals using a small excavator and backhoe; and
- (c) operations and works in connection with paragraphs (a) and (b) including:
  - (i) the removal, handling, transport and storage of Minerals; and
  - (ii) the operation, maintenance and removal of plant.

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

**Non-Extinguishment Principle** has the meaning given in section 238 of the Native Title Act.

**Parties** means the Parties to this Agreement.

**Project** means the Mining Activities carried out on the ILUA Area by or on behalf of the Miner for the recovery, mining, extraction and transportation for the Minerals.

**Right to Negotiate Procedure** means the procedure described in Subdivision P, Division 3, Part 2 of the Native Title Act.

#### **Attachments to the entry**

[DI2024\\_002 Schedule 1 - Written Description.pdf](#)

[DI2024\\_002 Schedule 2 - Map of ILUA Area.pdf](#)