



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2015/017
<b>Short name</b>	Badu Torres Strait Social Housing ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	10/08/2015
<b>State/territory</b>	Queensland
<b>Local government region</b>	Torres Strait Island Regional Council

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### Description of the area covered by the agreement

"Agreement Area" means the Agreement Area identified in Schedule 1 and Schedule 2 of this Agreement. [A map and description of the agreement area is contained in Schedule 1 and 2 of the agreement. A copy of Schedule 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 2.4 hectares and is located over various lots in the vicinity of Badu].

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	State of Queensland, acting through the Department of Aboriginal and Torres Strait Islander Partnerships ("State")
<b>Contact address</b>	c/- Crown Law GPO Box 5221 Brisbane QLD 4001

#### *Other Parties*

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<b>Party name</b>	Mura Badulgal (Torres Strait Islanders) Corporation ("Corporation")
<b>Contact address</b>	c/- Torres Strait Regional Authority PO Box 261 Thursday Island QLD 4875

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**Party name** Torres Strait Island Regional Council  
**Contact address** PO Box 7336  
Cairns QLD 4870

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**Period in which the agreement will operate**

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**Start date** 14/05/2015  
**End date** not specified

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- 3.1 Subject to clause 3.2, this Agreement commences on Execution Date.  
3.2 Clause 5 and clause 6 commence on Registration.  
3.3. This agreement may be terminated by written agreement executed by each party.

“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.

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

5.1 On 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 Proponent 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 a Project Notice to the Corporation as early as reasonably practicable before the first of any Agreed Acts occurs .

5.3 Upon receiving a 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 Proponent has complied with its 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 Corporation 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 Corporation 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.

“Corporation” means the Mura Badulgal (Torres Strait Islanders) Corporation RNTBC, ICN 3720.

“Project” means within all or part of the Agreement Area on Badu 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.

“Proponent” means such of the TSIRC [Torres Strait Island Regional Council] 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.

“Social House” means any dwelling house subject to the Social Housing Lease, including any dwelling house upgraded, renovated, restored or constructed pursuant to the Social Housing Lease.

“Social Housing Infrastructure Works” means anything which:-

(a) permits or requires; or

(b) consists of

the construction, operation, use, maintenance or repair of any road, footpath, lighting of streets, water supply, sewerage reticulation, electricity supply, domestic gas supply, communications facility or any other thing that is similar to any of the things in that list, within the Agreement Area and which are accurately specified with particularity in a Project Notice.

“Social Housing Lease” means any lease over all or a part of the Agreement Area (as the case requires) under the TSILA [Torres Strait Island Act 1991 (Qld)], which lease will be in substantially the same terms as the lease in Schedule 4.

“TSILA” means the Torres Strait Islander land Act 1991 (Qld)

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

[QI2015\\_017 Schedule 1 - maps of agreement area.pdf](#)

[QI2015\\_017 Schedule 2 - written description.pdf](#)