



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2020/012
Short name	Strelley Nyamal ILUA
ILUA type	Body Corporate
Date registered	17/11/2020
State/territory	Western Australia
Local government region	Shire of East Pilbara, Town of Port Hedland

Description of the area covered by the agreement

"ILUA Area" means:

- (a) The Determination Area as described in Schedule One and depicted on the maps at Schedule Two of the determination of native title for WAD26/2019 Nyamal People #10 (WCD2019/011) as determined in the Federal Court of Australia on 24 September 2019; and
- (b) The whole of the area of lease GE1134817 (former special lease 3116/11682) where native title was determined to exist (exclusive and non-exclusive) in the determination of native title for WAD20/2019 Nyamal People #1 (WCD2019/010) as determined in the Federal Court of Australia on 24 September 2019.

[A map of the agreement area is contained in Schedule One of the agreement. A copy of Schedule One is attached to the 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. 4754 sq km and is located between Port Hedland and Marble Bar.]

Parties to agreement

Applicant

Party name	Nyamal Aboriginal Corporation RNTBC in its own right and on behalf of the Nyamal People
Contact address	c/- Arma Legal PO Box 3397 Broome WA 6725

Other Parties

Party name	Pinga Pty Ltd ACN 008 744 625; Strelley Pastoral Pty Ltd ACN 008 761 144; Nomads Charitable and Educational Foundation Inc A0730027G; The Strelley Housing Society Incorporated A0730167A; Coongan Aboriginal Corporation ICN 158
Contact address	c/- Roe Legal Level 10/16 St Georges Terrace Perth WA 6000

Period in which the agreement will operate

Start date	not specified
End Date	not specified

11.1 Term

The term of this agreement commences on the Commencement Date.

11.2 Duration

This agreement will come to an end and the Parties will be released from further compliance with its terms:

- (a) when the last of the Pastoral Leases and Special Leases comes to an end;
- (b) when Nyamal People cease to be recognised as common law holders of native title under the NTA in respect of the ILUA Area; or
- (c) by the written mutual agreement of all the Parties, whichever happens first.

"Commencement Date" means:

- (a) to the extent that this deed has force as a contract, the Execution Date; and
- (b) to the extent that this deed has force as an Indigenous Land Use Agreement, upon its registration as an Indigenous Land Use Agreement.

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

8.3 Statement for purposed of section 24EB(1) of the Native Title Act

For the purposes of section 24EB(1) of the NTA, the Parties consent to the doing of the following acts or classes of acts covered by the ILUA:

- (a) the Agreed Lease Renewals.

8.4 Subdivision P Division 3, Part 2 in the Native Title Act does not apply for purposed of section 24EB(1) of the Native Title Act

The right to negotiate provisions under Subdivision P Division 3, Part 2 in the NTA are not intended to apply to the future acts referred to in clause 8.3.

4.1 Agreed Lease Renewals and Diversification

(a) The Nyamal People consent to the doing of the following classes of future acts:

- (i) the extension, renewal, re-making or re-grant or replacement of the Pastoral Leases from time to time provided it does not provide any greater rights, other than an extension of the length of the term, and provided it does not cover any greater area;
- (ii) the extension, renewal, re-making or re-grant or replacement of the Special Leases from time to time provided it does not provide any greater rights, other than an extension of the length of the term, and provided does not cover any greater area;
- (iii) the grant of a licence, permit or authorisation from time to time (including any amendment or extension, renewal, re-making, regranteeing or replacement of the Pastoral Leases) to conduct activities for agricultural purposes (including the diversification and intensification of pastoral related activities) on the Pastoral Lease; (**"Agreed Lease Renewals"**).
- (d) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA not apply to any of the Agreed Lease Renewals.

"Pastoral Leases" means that part of:

- (a) PL N049544 (formerly Crown Lease 398/716) held by Coongan;
- (b) PL N049539 (formerly 3114/1061) held by Coongan; and
- (c) PL N050091 (formerly Pastoral Lease 3114/1281) held by Strelley, which is within the ILUA Area.

"Special Leases" means those parts of:

- (a) Special Lease 3116/11682 held by Pinga,
- (b) Special Lease 3116/9217 held by Strelley Housing; and
- (c) Special Lease 3116/9220 held by Strelley Housing, which are within the ILUA Area.

Attachments to the entry

[Attachment 1 - Map of the ILUA Area.pdf](#)