



Extract from Register of Indigenous Land Use Agreements

NNTT number	NI2019/002
Short name	Barkandji RNTBC Keltren ILUA
ILUA type	Body Corporate
Date registered	30/07/2019
State/territory	New South Wales
Local government region	Wentworth Shire Council

Description of the area covered by the agreement

5.1 This Agreement Area is the area described and shown on the map in Schedule A to this Agreement, being Lot 42 DP756936.

[A map of the agreement area is contained in Schedule A. A copy of Schedule A 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 an area of 1.21 hectares, being Lot 42 in DP756936 and is located on the western side of the Sturt Highway approx. 8.8 kilometres south east of Mildura.]

Parties to agreement

Applicant

Party name	Minister for Lands and Forestry
Contact address	c/- NSW Department of Industry, Indigenous and Local Government Allocations (Water, Property and Housing Division) PO Box 2185 Dangar NSW 2305

Other Parties

Party name	Attorney General of New South Wales
Contact address	c/- NSW Department of Industry, Legal Branch PO Box K348 Haymarket NSW 1240

Party name	Barkandji Native Title Group Aboriginal Corporation RNTBC
Contact address	27 South Street Broken Hill NSW 2880

Party name	Keltren Pty Ltd
Contact address	PO Box 4181 Mildura VIC 3502

Period in which the agreement will operate

Start date	not specified
End Date	not specified

2. Commencement

2.1 The Parties agree that the Agreement commences on the Registration Date.

3. Term

3.1 This Agreement continues indefinitely or until one of the following events:

- (a) it is terminated by operation of sub-clause 2.3, or
- (b) all Parties agree in writing to release each other and every other Party from their respective rights and obligations under this Agreement.

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

6. Validation

6.1 For the purposes of section 24EBA(1)(a)(i) of the *Native Title Act*, and Regulation 6(5)(d) of the *ILUA Regulations*, all Future Acts (other than Intermediate Period Acts) that were done in relation to land and waters in the Agreement Area after 1 January 1994 and before the Execution Date, are valid, to the extent that they were done invalidly because of the existence of Native Title.

6.2 All Future Acts done in relation to land or waters in the Agreement Area on and after the Execution Date and before the Registration Date are valid to the extent that they are done invalidly because of the existence of Native Title, provided that they are done in accordance with the procedures set out in the Agreement or in the *Native Title Act*.

7. Consent to Specific Future Acts

7.1 For the purposes of sections 24EB(1)(b), 24EB(1)(d) of the *Native Title Act* and Regulations 6(5)(c) of the *ILUA Regulations*, and effective on and from the Registration Date, the parties consent to the surrender of all Native Title rights and interests in the Surrender Area, being Lot 42 DP756936, and agree that the surrender is intended to extinguish the Native Title rights and interests in the areas covered by the lot identified in this clause from the date the surrender takes effect.

8. No right to negotiate in relation to Subdivision P

8.1 For the purposes of section 24EB(1)(c) of the *Native Title Act* and Regulation 6(5)(b) of the *ILUA Regulations*, the Right to Negotiate Procedure under Subdivision P, Division 2 Part 3 of the *Native Title Act* does not apply to any of the acts referred to in clause 7.

Attachments to the entry

[NI2019_002 Map of the Agreement Area Barkandji RNTBC Keltren ILUA Schedule A.pdf](#)