



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2015/016
<b>Short name</b>	Poruma (Coconut Island) Torres Strait Social Housing ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	20/08/2015
<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. [Schedules 1 and 2 are attached to this Register extract.]

### 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 and Multicultural Affairs (State)
<b>Contact address</b>	c/- Crown Law GPO Box 5221 Brisbane QLD 4001

#### *Other Parties*

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<b>Party name</b>	Porumalgal (Torres Strait Islanders) Corporation RNTBC (Corporation)
<b>Contact address</b>	c/- Gilkerson Legal PO Box 12543 Brisbane QLD 4003

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<b>Party name</b>	Torres Strait Island Regional Council (Trustee)
<b>Contact address</b>	PO Box 7336 Cairns QLD 4870

## Period in which the agreement will operate

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<b>Start date</b>	not specified
<b>End date</b>	not specified

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3.1 Subject to clause 3.2, this Agreement commences on the 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 .

## 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 State or the Trustee in the Agreement Area and for the purposes of the Project after the Execution Date and prior to the Registration.

5.6 To avoid doubt, Subdivision P, Division 3, Part 2 of the NTA does not apply to the Agreed Acts.

## 1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires:-

“Agreed Acts” means any of the following:-

(a) The grant by the Trustee 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 Trustee 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.

“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.

“Future Act” has the meaning given in the NTA.

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

“Project Notice” means a Notice to the Corporation which:-

(a) is substantially in the form of the template notice in Schedule 11 [of the agreement];

(b) is completed with the necessary information required in the form of the template notice in Schedule 11.

“Proponent” means such of the Trustee 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.

“Registration” means the date on which this Agreement is registered [on the Register of Indigenous Land Use Agreements].

“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, which lease will be in substantially the same terms as the lease in Schedule 4 [of the agreement].

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

### **Attachments to the entry**

[QI2015\\_016 Schedule 1 Map of Agreement Area.pdf](#)

[QI2015\\_016 Schedule 2 Description of Agreement Area.pdf](#)