



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/065
Short name	Bulganunna Aboriginal Corporation and Adani Mining Carmichael North Galilee Basin Rail Project ILUA
ILUA type	Body Corporate
Date registered	05/01/2015
State/territory	Queensland
Local government region	Isaac Regional Council, Whitsunday Regional Council

Description of the area covered by the agreement

ILUA Area means all of the land and waters described in writing in Schedule 1 as depicted on the map in Schedule 2.

[Schedules 1 and 2 are attached to this Register Extract.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

Agreement covers about 409 sq km approx 120 km and 236 km south west of Proserpine.]

Parties to agreement

Applicant

Party name	Adani Mining Pty Ltd
Contact address	c/- Environment Land Heritage Pty Ltd GPO Box 2077 Brisbane QLD 4001

Other Parties

Party name	Bulganunna Aboriginal Corporation RNTBC
Contact address	c/- Dillon Bowers Lawyers PO Box 626 Townsville QLD 4810

Party name State of Queensland
Aboriginal and Torres Strait Islander Land Services
Department of Natural Resources and Mines

Contact address GPO Box 2454
Brisbane QLD 4001

Period in which the agreement will operate

Start date not specified

End date not specified

The Agreement commences on the Execution Date [being 6 August 2014] and, subject to the remainder of this clause 3, will operate for the duration of the Project Activities.

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

6.1 The Parties agree to and consent to:

- (a) subject to clause 6.6, all Future Acts and Surrenders that are necessary for the construction, operation and maintenance of up to three Rail Corridors;
- (b) subject to clause 6.6, any other Surrender that is necessary for the Project to proceed, for example because Adani or any Related Bodies Corporate or any third party or third parties nominated by Adani requires a Grant or Grants of fee simple, perpetual lease or other tenure wholly inconsistent with the continuation of native title;
- (c) the Project Activities (including the doing of all Future Acts and the validating of any Future Acts undertaken after the Execution Date that would otherwise have been invalid); and
- (d) all Future Acts that are necessary for the construction, operation and maintenance of the Quarry Sites.

6.2 The Parties agree that the Surrender is intended to extinguish any native title that may exist in relation to the Surrender Area at the time of the Surrender.

6.3 The Parties acknowledge that:

- (c) for the purposes of section 24EB(1)(c) of the Native Title Act and regulation 6(5)(b) of the ILUA Regulation, Part 2, Division 3, Subdivision P of the Native Title Act (which relates to the right to negotiate), does not apply to any Project Activities or any Surrender covered by the Agreement.

'Project Activities' means all acts (including Future Acts) necessary for the Project by, for, on behalf of or for the benefit of Adani or any Related Bodies Corporate of Adani or any third party or third parties nominated by Adani which are necessary for, investigating, implementing, developing, constructing, installing, operating, maintaining, repairing, replacing, further developing and decommissioning the Project within, or in relation to, the ILUA Area (including any part of the ILUA Area), including:

- (a) the construction, operation and maintenance of up to three Rail Corridors;
- (b) the construction, operation and maintenance of a Power Corridor;
- (c) the construction, operation and maintenance of roads, haul roads, bridges, groin walls, electricity transmission lines, telecommunication lines, communication facilities, quarries, borrow pits, laydown areas, stockpiles, water pipelines, gas pipelines, sewerage pipelines, other utility infrastructure, navigational equipment or aids, office or accommodation buildings, camps and any other building or structures necessary for the Project;
- (d) the clearing, management and rehabilitation of lands and waters and any flora and fauna contained therein;
- (e) Surrenders;
- (f) Grants of Approvals; and
- (g) works comprising or associated with the matters referred to in paragraphs (a) to (f) of this

definition.

Attachments to the entry

[QI2014_065_Schedule 1 Written Description of ILUA Area.pdf](#)

[QI2014_065_Schedule 2 Map of ILUA Area.pdf](#)