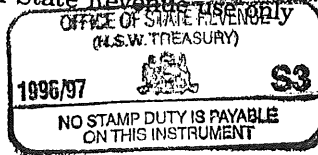


Instructions for filling out  
this form are available  
from the Land Titles Office

Office of State Revenue use only



Certificate of Title Folio Identifier 4/775296

(A) **LAND TRANSFERRED**

Show no more than 20 titles.

If appropriate, specify the share or part transferred.

(B) **LODGED BY**

LTO Box

Name, Address or DX and Telephone

REFERENCE (15 character maximum):

(C) **TRANSFEROR**

**INDIGENOUS LAND CORPORATION**

(D) acknowledges receipt of the consideration of \$0.00

and as regards the land specified above transfers to the transferee an estate in fee simple.

(E) Encumbrances (if applicable) 1. .... 2. .... 3. ....

pursuant to section 191D  
of the Aboriginal and Torres  
Strait Islander Commission  
Act 1989

(F) **TRANSFEE**

T  
TS  
( 8 7 1 3  
LGA)  
TW  
(Sheriff)

**IN-JA-GHOONDJI LANDS INCORPORATED** an Association incorporated under  
the Associations Incorporation Act, 1984

**TENANCY:**

(G)

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE 26 JUNE 1998  
Signed in my presence by the transferor who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

MURRAY CHAPMAN, GENERAL  
MANAGER

Signature of Transferor

INDIGENOUS LAND CORPORATION BY ITS ATTORNEY  
MURRAY CHAPMAN, GENERAL MANAGER, PURSUANT TO POWER  
OF ATTORNEY REGISTERED BOOK 4152  
No. 678

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

I. I. JOHNSTON  
SOLICITOR  
NOWRA

Signature of Transferee's Solicitor  
19.6.98

NB: if signed on the transferee's behalf by a solicitor or licensed conveyancer, show the signatory's full name in block letters.

BETWEEN THE  
INDIGENOUS LAND CORPORATION  
AND  
IN-JA-GHOONDJI LANDS INCORPORATED

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GRANT OF LAND

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1. Interpretation
2. Grant of land
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5. Encumbrances
6. Costs Associated with Holding the Land
7. Representations as to State of the Land
8. Compliance with Law
9. Governing Law

THIS DEED is made this 18<sup>th</sup> day of June 1998

BETWEEN THE

INDIGENOUS LAND CORPORATION

(in this Agreement referred to as "the ILC") of the first part

AND

IN-JA-GHOONDJI LANDS INC

(in this Agreement referred to as "the Association") of the second part.

**WHEREAS**

- A Section 191D(1) of the Aboriginal and Torres Strait Islander Commission Act 1989(as amended) provides that the ILC may acquire by agreement interests in land for the purpose of granting an interest in the land to an Aboriginal corporation.
- B The ILC has acquired the Land as described in this Agreement after being satisfied that a land proposal submitted to the ILC met the ILC criteria for the acquisition of land.
- C The ILC wishes to grant its interest in the Land to the Association, in accordance with and subject to the terms of this Deed.
- D Consistent with the recognition by the ILC of the prior occupation of Australia by indigenous persons and the cultural significance of the land to the In-Ja-Ghoonji people only adult aboriginal persons of In-Ja-Ghoonji descent who according to traditional law and custom are traditional land owners are entitled to membership of the Association.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 In this Deed-**

'Aboriginal' means a person who is a member of the Aboriginal race of Australia

'Aboriginal tradition' means the body of traditions, observances, customs and beliefs of Aboriginal people and communities.

'Act' means the Aboriginal and Torres Strait Islander Commission Act 1989 as amended

'Deed' means this Deed of Grant of Land and any documents to which reference is made herein;

'Association' means In-Ja-Ghoondji Lands Incorporated

'charge' means a charge created in any way and includes a mortgage and an agreement to give or execute a charge or mortgage, whether upon demand or otherwise.

'contract' means the contract entered into between the ILC and Butcher Todd Pty Ltd in respect of the Land, the conditions of which have been

disclosed by the ILC to the Association and so acknowledged as being disclosed by the Association;

'Grant' means the grant of the ILC's interest in the land provided by the ILC to the Association pursuant to clause 2.1 of this Deed;

'Land' means the land situated at Lot 4 DP 775296 Parnell Road Tomerong and more particularly described in Certificate of Title Folio Identifier 4/775296 Parnell Road and more particularly described in Certificate of Title folio identifier 4/775296;

'Rates and Taxes' means rates, taxes, charges, duties, costs, contributions to capital works of any government or of any governmental, municipal, semi-governmental, statutory or other public authority, corporation or department, assessed, charged or imposed on the land or on the lessor in respect of the land.

'Transfer date' means 26 June 1998 or such other date as may be agreed by the parties.

1.2 In this Agreement -

(a) words in the singular include the plural and vice versa;

(b) clause headings in this Agreement are for convenient reference only and have no effect on its construction, interpretation or meaning;

2. GRANT OF THE LAND

2.1 The ILC shall Grant its interest in the Land to the Association by transferring its interest in the Land to the Association on the Transfer date. On the Transfer date the ILC shall hand to the Association a transfer in registrable form subject to the Transfer being stamped and executed by the Association.

2.2 The Grant shall continue subject to

(a) Aboriginal persons continuing to have a controlling interest in the Association; and

(b) The Association complying with the terms of this Deed.

(c) No order being made for the Association to be wound up.

2.3 If an event occurs such that the Grant is no longer to continue as provided by Clause 2.2 the Association shall if requested by the ILC transfer its interest in the Land back to the ILC.

3. USE OF THE LAND

3.1 The Association agrees that:

(a) it shall ensure that the Land is applied solely towards the promotion of the objects of the Association for the benefit of the members of the Association;

(b) it shall ensure that the Land is not used in any manner which may result in the personal profit or gain of any member or employee of the Association.

- (c) it shall not without the consent of the ILC dispose of its interest in the Land or give a charge with respect to an asset of the Association that consists of, or includes, the interest of the Association in the Land; and
- (d) it shall not enter into any agreements, arrangements or commitments which are inconsistent with the purpose for which the Grant has been made; and
- (e) it shall comply with all relevant provisions of the Act.

#### 4. SURRENDER OF THE LAND

- 4.1 The Association may dispose of an interest in the Land it acquired from the ILC in accordance with s.191T of the Act, by surrendering that interest to the ILC on terms and conditions as agreed between the Association and the ILC.

#### 5. ENCUMBRANCES

- 5.1 In order to provide security for the ILC in respect of the Association's obligations under this Agreement, the Association charges its estate in the Land in favour of the ILC. If the Association fails to comply with its obligations under this Agreement the ILC shall be entitled to exercise its rights as chargee created pursuant to this clause 5.1.
- 5.2 The Association agrees that the ILC may, in order to protect its interest in the Land derived pursuant to clause 5.1, register a caveat over the Land forbidding the registration of any dealing in respect of the Land, and the Association further agrees not to take any action to remove the caveat.

#### 6 COSTS / UNDERTAKINGS ASSOCIATED WITH GRANT OF THE LAND

- 6.1 Subject to 6.2 the Association will be liable for all costs and expenses associated with the Land and the activities on the Land from the date of the Grant including gas, electricity, telephone, heat, water used for domestic and business purposes and other utilities that are provided to the Land.
- 6.2 The ILC will continue to insure the Land and be responsible for rates and taxes (or where relevant shall claim exemption from such rates and taxes) until the Transfer Date.
- 6.3 The Association will on and from the Transfer date assume the obligations set out in special conditions 32.1, 33.1, 33.2, 34, 35.1 and 35.2 of the Contract so far as such obligations would bind the Association as if it were the purchaser under the Contract.
- 6.4 The Association agrees to do all things reasonably necessary so as to effect the registration of the easement in favour of Integral Energy (as referred to in the letter from Integral Energy to the Department of Land and Water Conservation annexed hereto) upon the closure of the road as contemplated under clause 33 of the Contract.

#### 7 REPRESENTATIONS AS TO THE STATE OF THE LAND

- 7.1 The ILC makes no warranties or representations nor shall any objection or claim for compensation be made by the Association in respect of the suitability of the Land for any purpose whatsoever and the state and condition of repair of the improvements on the Land.

#### 8. COMPLIANCE WITH LAW

- 8.1 The Association. shall in holding the Land comply with the provision of any relevant statute, regulation, by-laws and requirements of any Commonwealth, State, Territory or local authority from time to time.

9 GOVERNING LAW

- 9.1 This Deed shall be governed by and construed in accordance with the law applicable in the State of New South Wales

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above mentioned.

Signed by John Wilson,  
General Manager,  
INDIGENOUS LAND CORPORATION



The COMMON SEAL OF...  
IN-JA-GHOONDJI LANDS INC.  
was hereby affixed in accordance with its  
Articles of Association in the presence of

*Isabelle McLeod*

*Ethel Mc Little*

signature of Witness  
[insert full name and office of witness]

*Darren F C McLeod*

signature of Witness

[insert full name and office of witness]

DARREN FRANCIS CHARLES MCLEOD.

EXECUTIVE MANAGER/CO-ORDINATOR.