



Australian Government

Indigenous Land Corporation

CONTRACT NO: [???

GRANT OF LAND

BETWEEN

INDIGENOUS LAND CORPORATION

AND

[???

in relation to

[???

‘Consent’ means the prior written consent of the ILC Board or its delegate, which is to be provided in a form approved by the ILC Board;

‘Corporation’ means [???] (ABN ???) and its successors and assigns;

‘Deed’ means this Deed of Grant of Land;

‘Execution Date’ means the date the parties execute the Deed;

‘Grant’ means the grant of the Interest to the Corporation pursuant to Clause 2.1 of this Deed;

‘Indigenous’ means relating to Aboriginal persons or Torres Strait Islanders;

‘ILC’ means the Indigenous Land Corporation, a body corporate established pursuant to Part 4A of the ATSI Act;

‘Interest’ means the ILC’s legal and equitable interest in the Land;

‘Land’ means the land known as [???] (Property ID ???) and more specifically known as:

1. [???];
2. [???].

[and includes the Water Licences]

‘Land Management Activities’ has the meaning given to those words in section 191E(5) of the ATSI Act;

‘Land Acquisition Proposal’ means a proposal submitted to the ILC by the Corporation, in accordance with the procedures established by the ILC from time to time, for the ILC to acquire land;

‘Laws’ means all laws, statutes, enactments, rules, regulations, by-laws, subordinate legislation, judgments, authorisations, rulings, orders or decrees of any Government Agency, regulatory agency or other competent authority.

‘Mortgage’ means a mortgage lodged by the ILC pursuant to clause 7.1(f) of this Deed;

‘Officer’ has the meaning given to those words in the *Corporations Act 2001* (Cth);

‘Permitted Uses’ means those uses to which the Land shall/[**may**] be put by the Corporation, and for which use the ILC has made the Grant, being [only]:

1. agricultural and horticultural activities, agistment, hay and grain production;
2. entering into leases and/or licences with other parties for the purpose of income generation;
3. horticultural and industry specific activities and training;
4. training in rural operations, forestry management and business operations;
5. community development employment programs;
6. drug and alcohol rehabilitation programs;

7. plant operator training;
8. cultural activities and cultural awareness services; and
9. conducting any other activities that the ILC may Consent to in writing from time to time.]

'Rates and Taxes' means all 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 owner or owners of the Land;

'Scheme' means any agreement, arrangement, understanding, promise or undertaking, or any scheme, plan, proposal, course of action or course of conduct, whether express or implied and whether legally enforceable or not, and whether done alone or in association with others;

'Torres Strait Islander' has the meaning given to those words in the ATSI Act;

'Transfer Form' means the documentation required to perfect a transfer of the Interest from the ILC to the Corporation; and

'Transfer Date' means 30 days from the Execution Date or such other date as may be agreed by the parties.

['Water Licences' means [Name of State] Water Access Licences]:

1. [??].
2. [??].

2. GRANT OF INTEREST

2.1 Subject to the Corporation complying with its obligations under this Deed, the ILC will:

- (a) grant the Interest to the Corporation; and
- (b) grant the Chattels to the Corporation,
by transferring them to the Corporation on the Transfer Date;

2.2 As soon as practicable after the Execution Date, the Corporation shall prepare:-

- (a) a duly registrable Transfer Form executed by the Corporation; and
- (b) a duly registrable caveat which:
 - (i) names the ILC as caveator;
 - (ii) identifies the facts giving rise to the ILC's caveatable interest as being the ILC's rights arising pursuant to the terms of this Deed, and the ILC's rights under section 191SA of the ATSI Act; and
 - (iii) gives the Corporation's consent to Caveat.

2.3 As soon as practicable after:

- (a) the ILC receives the documentation referred to in clause 2.2 of this Deed; and

- (b) the ILC has formed the view that the documentation has been prepared in accordance with this Deed,
but before the Transfer Date, the ILC must execute the Transfer Form and the Caveat.
- 2.4 As soon as practicable after the ILC has executed the Transfer Form, it must return it to the Corporation for stamping purposes.
- 2.5 The Corporation must return the Transfer Form to the ILC immediately upon receiving a written request from the ILC for it to do so, at any time prior to the Transfer Date.
- 2.6 On the Transfer Date, the parties shall attend to settlement of the Grant by lodging the Transfer Form and the Caveat for registration.
- 2.7 The parties must do all things necessary and convenient to effect the registration of both instruments in accordance with all relevant legislative requirements, but subject to the obligations imposed by this Deed.

3. CONDITION PRECEDENT OF GRANT

- 3.1 The Grant is subject to and conditional upon [the (for example, Minister for Lands, Western Australia) providing the written consent of the Grant by the Board of the ILC][the written approval of the Grant by the Board of the ILC] and this Deed is of no effect until:
 - (a) the [Minister for Lands has provided its written consent to the Grant] [Board of the ILC has approved the grant]; and
 - (b) the ILC has duly executed the Deed.

4. CONDITIONS WHICH DETERMINE THE GRANT

- 4.1 The Grant is made subject to condition that, at all times after the Transfer Date, the Corporation:-
 - (a) remains an Aboriginal or Torres Strait Islander Corporation;
 - (b) remains solvent;
 - (c) does not have its registration as a corporation revoked or is not deregistered;
 - (d) will not allow the Rates and Taxes to remain due for payment for more than 11 months;
 - (e) does not go into liquidation.
- 4.2 The Grant is of a determinable interest and will continue so long as the Corporation does not breach any of the conditions contained in clause 4.1. In the event that the Corporation breaches any of the conditions contained in clause 4.1 the Corporation must;
 - (a) Forthwith and at the ILC's election:
 - (i) reconvey the Land to the ILC for no consideration; or
 - (ii) surrender the Land to the ILC pursuant to section 191T of the ATSI Act; and,

- (b) forthwith reconvey the Chattels to the ILC for no consideration; and
- (c) do all things necessary and execute all documents to effect, as soon as possible, a reconveyance or surrender of the Land and if applicable the Chattels to the ILC.

4A. CONDITIONS SUBSEQUENT OF GRANT

4A.1 The Grant is made subject to condition that, at all times after the Transfer Date, the Corporation:-

- (a) substantially uses the Land for the Permitted Uses;
- (b) does not have an administrator appointed to manage all or part of its affairs;
- (c) does not purport to dispose of its legal or equitable interest in the Land and the Chattels, without first obtaining the ILC's written Consent;
- (d) does not give or purport to give a charge with respect to an asset of the Corporation that consists of, or includes, its legal or equitable interest in the Land or the Chattels, without first obtaining the ILC's written Consent;
- (e) does not, without the written Consent of the ILC, enter into any Scheme by which the Control of the Corporation by Aboriginal persons or Torres Strait Islanders is diminished in favour of non-Indigenous interests or persons; and for the purpose of this paragraph, *Control* includes the capacity or power to govern, manage, regulate or oversee decisions within the Corporation or the capacity to dominate decision-making, directly or indirectly; and
- (f) does not, without the written Consent of the ILC, enter into any Scheme by which the Corporation's Control over, or interest in, the Land and Chattels is diminished in favour of a third party; and for the purpose of this paragraph, *Control* includes the capacity to make decisions affecting the Land and Chattels including decisions regarding the physical or legal possession thereof, access thereto or the granting of rights therein.

4A.2 In the event that the Corporation breaches any of the conditions in clause 4A.1 of this Deed, it shall, in accordance with the written direction of the ILC:

- (a) forthwith:
 - (i) reconvey the Land to the ILC for no consideration; or
 - (ii) surrender the Land to the ILC pursuant to section 191T of the ATSI Act,
- (b) forthwith reconvey the Chattels to the ILC for no consideration; and
- (c) do all things necessary and execute all documents to effect, as soon as possible, a reconveyance or surrender of the Land and the Chattels to the ILC.

5. CONTINUING OBLIGATIONS OF THE CORPORATION

5.1 The Grant is made subject to the condition that, at all times after the Transfer Date, the Corporation must:

- (a) comply with all obligations imposed on it from time to time by Commonwealth, State and Territory statutes, regulations, by-laws, and other relevant legislative instrument;
- (b) not amend the Corporation's rules that relate to its objects or its membership, without first obtaining the ILC's Consent;
- (c) not take steps to resolve, or resolve, that the Corporation be wound up or placed into administration, without first obtaining the ILC's Consent;
- (d) pay all Rates and Taxes;
- (e) effect and maintain, at its cost, appropriate public liability insurance in respect of the Land; and
- (f) effect and maintain, at its cost, insurance for improvements on the Land.

6. OTHER CONDITIONS OF GRANT

6.1 The Grant is also made subject to the following conditions:

- (a) In the event that the ILC reasonably forms the view that the Corporation may be insolvent, or there is a risk that it could become insolvent, the ILC can:
 - (i) Appoint an investigative accountant at its cost to:
 - (A) review such of the Corporation's books and records as the investigative accountant thinks are necessary for the purposes of it ascertaining whether or not the Corporation is solvent, or there is a risk that it could become insolvent; and
 - (B) provide the ILC with a written opinion on whether or not the Corporation is solvent, or there is a risk that it could become insolvent.
 - (ii) If the investigative accountant appointed pursuant to clause 6.1(a)(i) of this Deed forms the view that the Corporation is insolvent, or there is a risk that it could become insolvent, the ILC:
 - (A) must inform the Corporation of this fact in writing; and
 - (B) can, at its discretion, appoint a receiver to the Corporation.
- (b) In the event that within 12 months from the Execution Date, the ILC offers, at its discretion, the Corporation corporate governance training, all members of the Corporation's Board of Directors, and its Officers shall participate in such training.
- (c) The Corporation will report to the ILC twice per financial year for the first five (5) years after the Transfer Date using a template which will be provided by the ILC. Such reports will detail the following:
 - (i) whether the Corporation has complied with the obligations imposed by this Deed;

- (ii) all Schemes entered into by the Corporation relevant to the Land or the governance, management, regulation or decision-making functions of the Corporation;
 - (iii) the activities that have been undertaken on the Land; and,
 - (iv) the benefits being achieved for Indigenous persons through ownership and use of the Land.
- (d) The reports described above in clause 6.1(c) will be prepared using a template which will be supplied to the Corporation and such reports will be prepared and sent to the ILC according to the following time periods:
- (i) Half year reports relating to the period between 1 July and 31 December will be provided to the ILC by 15 January of the following year; and,
 - (ii) Full year reports relating to the period between 1 July and 30 June will be provided to the ILC by 15 July of that year.
- (e) The Corporation shall comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority from time to time, in relation to its ownership of the Land.
- (f) The Corporation agrees and acknowledges that in the event that it breaches its obligations under this Deed, damages will not be an adequate remedy for the ILC.

7. DEALINGS IN LAND AFTER GRANT

7.1 By virtue of entering into this Deed, the Corporation agrees that:

- (a) In order to provide security for the ILC in respect of the Corporation's obligations under the Deed, the Corporation charges its legal and equitable interest in the Land and Chattels in favour of the ILC.
- (b) Any liability or obligation of the Corporation to the ILC arising pursuant to this Deed constitutes an interest of the ILC in the Land and Chattels.
- (c) The Land and Chattels are charged with the payment of all costs and expenses incurred by the ILC in respect of its enforcement of this Deed, and the conditions contained therein.
- (d) If the Corporation fails to comply with its obligations under this Deed the ILC is entitled to exercise its rights as Chargee created pursuant to this clause 7.1 of this Deed.
- (e) It will not take any steps to have the Caveat removed, or purport to make the Caveat lapse.
- (f) The ILC may at any time, in order to:
 - (i) protect its interest in the Land derived pursuant to this Deed and section 191SA of the ATSI Act; and
 - (ii) secure the performance of the Corporation's obligations pursuant to this Deed,

register a mortgage over the Land.

- (g) In the event that the ILC lodges a Mortgage the Corporation agrees that it will:
 - (i) cooperate fully with the ILC's registration of the Mortgage; and
 - (ii) not take any steps to have the Mortgage removed.
- (h) To better secure the Corporation's compliance with clause 7.1 of this Deed, the ILC is entitled to request that the Corporation provide it with the Certificate of Title. In the event that such a request is made, the Corporation must provide the Certificate of Title to the ILC as soon as practicable after receiving the request.

8. COSTS / UNDERTAKINGS ASSOCIATED WITH GRANT OF THE INTEREST

8.1 The Corporation agrees that from the Transfer Date, it will be liable for:

- (a) payment of all costs and expenses associated with the Land and the activities on the Land including, but not limited to, gas, electricity, telephone, heat, water used for domestic and business purposes and other utilities that are provided on and to the Land;
- (b) insuring the Land and the improvements on the Land;
- (c) insuring activities conducted on the Land; and
- (d) payment of all Rates and Taxes imposed in respect of the Land, where liability for payment of those Rates and Taxes arises after the Transfer Date.

8.2 Until the Transfer Date, the ILC will:

- (a) ensure that there are current policies of insurance for the Land and any improvements on the Land; and
- (b) be liable for the payment of Rates and Taxes (or where relevant shall claim exemption from such Rates and Taxes), where liability for payment of those Rates and Taxes arises on or before the Transfer Date.

8.3 [A. The ILC agrees to pay [select applicable options]:

- (a) any stamp duty up to \$[???] (GST Exclusive) which may be assessed in respect of the transfer of the Land provided that the Corporation has:
 - (i) taken all reasonable steps and measures to secure any stamp duty exemption for which it may be eligible; and
 - (ii) provided evidence of its endeavours pursuant to the preceding sub – clause to the reasonable satisfaction of the ILC; and
 - (iii) failed to secure the said exemption from stamp duty.
- (b) any registration fees arising from the registration of the Transfer Form, the Caveat, or the Mortgage.
- (c) up to \$[???] in insurance costs in respect of the Land for a period not exceeding three (3) months after the Transfer Date.
- (d) up to \$[???] for the Corporation to conduct a grant ceremony.

- B. If requested in writing by the Corporation, the ILC may provide funding to assist the Corporation with the legal costs of effecting the transfer of the Land which unless provided for otherwise will be inclusive of any registration fees arising from the registration of the Transfer Form, the Caveat, or the Mortgage. The Corporation must provide the ILC with a detailed quote from its preferred legal service provider at the time of making the funding request. The ILC may in its absolute discretion:
- (a) refuse the request;
 - (b) agree to fund all or part of the costs;
 - (c) seek alternative quotes; or
 - (d) refer the Corporation to a legal service provider nominated by the ILC.]
- 8.4 If the Corporation has fulfilled the conditions in sub-clauses 8.3(a)i – iii (and is unsuccessful in obtaining any stamp duty exemption), it must pay any stamp duty assessed in respect of the transfer of the Land exceeding \$[???] (GST Exclusive).
- 8.5 Subject to clause 8 of this Deed, each party agrees to pay its own costs incurred in the performance of the obligations contained in the Deed, including its negotiation and preparation.
- 9. REPRESENTATIONS AS TO THE STATE OF THE LAND**
- 9.1 The ILC makes no warranties or representations regarding:
- (a) the suitability or fitness of the Land for any purpose whatsoever; or
 - (b) the state and condition of repair of the improvements on the Land.
- 9.2 The Corporation agrees that it releases the ILC from all claims, and will not make any claim against the ILC, arising from or in relation to the suitability of the Land for any purpose whatsoever or the state and condition of repair of the improvements on the Land.
- 10. CHATTELS**
- 10.1 The ILC makes no warranties or representations regarding:
- (a) the suitability or fitness of the Chattels for any purpose; or
 - (b) the state or condition of repair of the Chattels.
- 10.2 The Corporation agrees to accept the Chattels in the state they are given to it, and that it releases the ILC from all claims, and will not make any claim against the ILC, arising from or in relation to the suitability of the Chattels for any purpose whatsoever or the state and condition of repair of the Chattels.
- 11. WARRANTIES**
- 11.1 The Corporation warrants that it:
- (a) is solvent;
 - (b) is in compliance with all obligations imposed on it from time to time by Commonwealth, State and Territory statutes, regulations, by-laws, and other relevant legislative instruments.

- (c) has the power and authority to enter into this Deed and perform its obligations under this Deed, and it is able to do so without the consent of any other person; and
- (d) has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms.

12. INDEMNITIES

- 12.1 The Corporation indemnifies the ILC against all loss, damage, costs and expenses the ILC incurs as a result of:
- (a) any breach of this Deed by the Corporation;
 - (b) any breach of the warranties made by the Corporation in clause 11 of this Deed;
 - (c) any breach of the Grant conditions set out in clauses 2, 3, 4, 4A, 6 or 7 of this Deed; and
 - (d) any allegation, claim, suit, action, or proceeding that is instituted or made by a third party arising from or in relation to the third party's use or occupation of the Land or Chattels.

13. CONSTRUCTION

- 13.1 This Deed shall be governed by and construed in accordance with the law applicable in [State/Territory] from time to time.
- 13.2 The parties have read and understand this Deed and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all prior proposals, representations, understandings and agreements, whether oral or written, and all other communications between them relating thereto.
- 13.3 No purported variation of this Deed shall take effect unless made in writing and signed by an authorised representative of each party.
- 13.4 In this Deed:-
- (a) words in the singular include the plural and vice versa; and
 - (b) clause headings in this Deed are for convenient reference only and have no effect on its construction, interpretation or meaning.
- 13.5 Severability
- (a) Subject to clause 13.5(b), if a provision of this document is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this document.
 - (b) Clause 13.5(a) does not apply if severing the provision:
 - (i) materially alters the:
 - (A) scope and nature of this document; or
 - (B) the relative commercial or financial positions of the parties; or

(ii) would be contrary to public policy.

14. NOTICES

14.1 Any notice, request or other communication to be given or served pursuant to this agreement shall be in writing and signed, in the case of the ILC, by a delegate of the ILC, in the case of the Corporation by an authorised person and addressed as the case may be as follows:-

(a) the relevant Divisional Manager of the ILC at the address disclosed to the Corporation; and

(b) the Corporation at [???

14.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

14.3 A notice, request or other communication will be deemed to be received:-

(a) if delivered by hand, upon delivery;

(b) if sent by pre-paid ordinary post within Australia, upon the expiration of two business days after the date on which it was sent; and

(c) if transmitted electronically, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.

15. GOODS AND SERVICES TAX

15.1 In this clause 15:

(a) words and expressions which are not defined in this Deed but which have a defined meaning in GST Law have the same meaning as in the GST Law; and

(b) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.

15.2 The Corporation must be registered for GST in accordance with the GST Law prior to the Transfer Date.

15.3 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are inclusive of GST.

15.4 Where the supplier makes a taxable supply under this Deed, the supplier shall provide the recipient with a tax invoice before the time that the recipient is required under this Deed to pay the supplier any consideration for the taxable supply. In respect of any taxable supply made by the Corporation, the Corporation agrees that the ILC may issue a Recipient Created Tax Invoice (in the form of Attachment "A") on behalf of the Corporation and the Corporation agrees to execute any documents that may be necessary to give effect thereto.

15.5 If an adjustment event arises in respect of a taxable supply made by a supplier under this Deed, the consideration to be paid or provided will be recalculated to reflect

the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

- 15.6 Where a party is required under this Deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
 - (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

16. CONDUCT ON THE LAND

- 16.1 The Corporation shall at all times ensure and must take all reasonable steps to ensure that the ILC's reputation are not brought into disrepute and in particular, ensure that all persons or entities on the Land conduct themselves appropriately and in compliance with all relevant Laws including without limitation relevant work health and safety, animal welfare, environmental and heritage legislation.
- 16.2 Without limiting clause 16.1, the Corporation must at all times comply with the minimum standards and guidelines (whether mandatory or otherwise) which may apply to the Corporation's use and occupation of the Land.
- 16.3 In the event that the ILC forms the view that Clauses 16.1 and 16.2 have been breached the ILC may give written notice to the Corporation requesting a meeting between the ILC and the Corporation.
- 16.4 In the event that the Corporation receives a notice referred to in Clause 16.3, within 7 days of its receipt, the Corporation shall arrange for its duly authorised representative(s) to meet with the duly authorised representative(s) of the ILC at a venue nominated by the ILC in order to discuss the breach and what appropriate steps the Corporation will be taking to address the breach.
- 16.5 If, at the meeting referred to in Clause 16.4, the respective representatives of the Corporation and the ILC agree to an appropriate course for the Corporation to take to address the breach, the Corporation shall immediately implement that agreed course of action and shall provide a written report to the ILC on the outcomes of the agreed course within 30 days of the meeting.
- 16.56 If, at the meeting referred to in Clause 16.4, the respective representatives of the Corporation and the ILC cannot agree on an appropriate course for the Corporation to take to address the breach, the ILC and the Corporation shall negotiate in good faith over the next 30 days with a view to reaching such agreement. If agreement is reached within that timeframe, Clause 16.5 shall then apply as if the agreement was reached at the first meeting.
- 16.7 If agreement is not reached between the ILC and the Corporation within the 30 days referred to in Clause 16.6, then either party may refer the matter to a mediator. Each of the ILC and the Corporation is to pay half of the fees charged in relation to holding the mediation, except for legal fees, which are to be covered by

the party which incurs them. The Corporation shall immediately implement all measures agreed upon in the mediation and shall provide a written report to the ILC on the outcomes of the agreed action within 30 days of the conclusion of the mediation.

- 16.8 For the purpose of Clause 16.7, the identity of the mediator shall be agreed between the parties but in default of agreement within 7 days of a party first notifying the other party in writing that it wishes to refer the matter to a mediator, then the mediator shall be nominated by the person occupying the position of President (or such position of authority) of the Institute of Arbitrators and Mediators Australia, or the delegate of that person.
- 16.9 Damages shall not be an adequate remedy for any breach of the obligations in this Clause 16.
- 16.10 The provisions of this Clause 16 do not in any way inhibit or prevent the ILC from taking any action arising from any breaches by the Corporation of its obligations pursuant to this Deed, and nothing in this Clause 16 derogates from the rights of the ILC to take such action that it would otherwise have without referral to the process in sub-Clauses 16.3 to 16.8.

17. RENEWALS

- 17.1 This clause 17 applies if the Interest granted to the Corporation does not subsist in perpetuity.
- 17.2 If the said Interest includes a right of renewal or extension of its term for a further period, then the Corporation must exercise such right.
- 17.3 If the said Interest does not include a right of renewal or extension of its term but an offer is made by the State (or any other party empowered to make such an offer) to:
- (a) renew the Interest;
 - (b) extend the duration of the Interest; or
 - (c) for the grant of a superior interest in respect of the Land,
- the Corporation must accept such an offer.
- 17.4 The parties agree that the provisions of this Deed apply to the interest in the Land resulting from:
- (a) the exercise of the right referred to in Clause 17.2; or
 - (b) the acceptance of the offer referred to in Clause 17.3,
- ("Resulting Interest") as if the Resulting Interest was subject of the Grant from the ILC.

IN WITNESS WHEREOF the parties have executed this agreement as a Deed on the date first above mentioned.

SIGNED for and on behalf of
INDIGENOUS LAND CORPORATION
by its **CHIEF EXECUTIVE OFFICER**
in the presence of:

)
) _____
) **MICHAEL DILLON**

Witness'

Witness (full) Name

The **COMMON SEAL** of)
[???)
])
was hereby affixed in accordance with its)
constitution in the presence of:)

Signature

Signature

Full Name and Office of Witness

Full Name and Office of Witness

Attachment "A"

AGREEMENT FOR RECIPIENT CREATED TAX INVOICES

Supplier's Name: [???	Recipient's Name: Indigenous Land Corporation
Supplier's Address: [???	Recipient's Address: GPO Box 652
[???	Adelaide SA 5001
Supplier's ABN: [???	Recipient's ABN: 59 912 679 254

Supplier Declaration

We agree to the following terms and conditions for the generation of Recipient Created Tax Invoices (RCTI), by the Recipient named above on our behalf:

- a. The Recipient can issue tax invoices in respect of the supplies where appropriate;
- b. We shall not issue tax invoices in respect of supplies that the Recipient has generated a RCTI;
- c. We acknowledge that we are registered for GST at the time of entering into this agreement and that we will notify the Recipient if we cease to be registered.

_____ Date:

For and on behalf of the Supplier

.....

[???

Recipient Declaration

- We acknowledge that we are registered at the time of entering this agreement and that we will notify the Supplier if we cease to be registered or we cease to satisfy any of the requirements for generating RCTI's; and
- We will not issue a document that would otherwise be an RCTI, on or after the date when the recipient or the supplier has failed to comply with any of the requirements of the determination.

_____ Date:

Signed for and on behalf of the Recipient

.....

Attachment "B"

Chattels

[??].

INDIGENOUS LAND CORPORATION

AND

[???

GRANT OF LAND

In Relation To

[???