

**DEED OF ASSUMPTION BY EXPLORATION LICENCE APPLICANT TO  
THE REGIONAL INDIGENOUS LAND USE AGREEMENT FOR  
EXPLORATION BETWEEN THE DJA DJA WURRUNG PEOPLE AND THE  
MINERALS COUNCIL OF AUSTRALIA (VI2004/005)**

Name and Address of Exploration Licence applicant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**("the Applicant")**

**RECITALS**

- A The Applicant has applied for an Exploration Licence.
- B The ILUA allows for the grant of Exploration Licences on certain conditions including that the Exploration Licence is subject to the Land Use Conditions.
- C The ILUA provides that the Land Use Conditions are enforceable as if they were a contract between the Explorer and the Native Title Signatories.
- D By signing this Deed, the Applicant assumes the rights and obligations of the Explorer under the ILUA as if the Applicant were the Explorer referred to in the ILUA.

**1. INTERPRETATION**

Unless otherwise provided, words and expressions used in this Deed have the same meaning as provided for in the ILUA.

**2. DEFINITIONS**

In this Deed:

**Exploration Licence** means the Exploration Licence *<insert ELA number or numbers>* \_\_\_\_\_

\_\_\_\_\_

that is applied for by the Applicant and may be granted and registered by the State pursuant to the MRDA, which Exploration Licence is located wholly or partly within the ILUA area, and includes any renewal, amalgamation or variation of the exploration licence by the State pursuant to the MRDA or any other applicable laws;

**Exploration Licence Area** means the area the subject of the Exploration Licence, a map of which is attached to this Deed;

*<Note: the Applicant should provide maps of any Exploration Licence to the Native Title Signatories>*

**ILUA** means the indigenous land use agreement between the Native Title Signatories, on their own behalf and on behalf of the Native Title Group, and MCA signed on 6 October 2005 (Registered Number VI2004/005).

**3. APPLICATION FOR GRANT OF EXPLORATION LICENCE**

3.1 The Applicant has applied for the grant of the Exploration Licence within the ILUA area.

3.2 By signing this Deed, in relation to the Exploration Licence, the Applicant:

3.2.1 assumes the rights and obligations of the Explorer under the ILUA as if the Applicant were the Explorer referred to in the ILUA;

3.2.2 acknowledges that the ILUA is enforceable as between the Native Title Signatories and the Applicant as if the Applicant were the Explorer referred to in the ILUA; and

3.2.3 acknowledges that it is legally bound by the ILUA as if it were a contract between the Native Title Signatories and the Applicant.

**4. TERM OF DEED AND EFFECT OF WITHDRAWAL OR DISMISSAL OF NATIVE TITLE DETERMINATION APPLICATIONS**

4.1 The Applicant agrees that it is bound by this Deed for the term of the Exploration Licence.

4.2 The Applicant for a new Exploration Licence, that is applied for after the withdrawal or dismissal of the native title determination applications, is not obliged to sign a Deed that relates to that new Exploration Licence.

**5. INDEPENDENT LEGAL ADVICE**

The Applicant acknowledges that he or she has had an opportunity to seek independent legal advice with respect to all aspects of this Deed and the ILUA.

**6. NOTICES**

6.1 For the purposes of clause 30 and Schedule 6 of the ILUA, the address for service of the Applicant is:

Name:.....

Contact:.....

Address:.....

Telephone number:.....

Facsimile number:.....

6.2 Immediately upon signing this Deed, the Applicant shall provide a signed copy of the Deed, with a copy of any Exploration Licence application and map, to the following:

6.2.1 the Native Title Signatories;

6.2.2 MCA;

6.2.3 NTSV; and

6.2.4 the State.

Executed by the Applicant as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

***Sealing Clauses***

<**Note:** the correct form of sealing clause for a corporate Applicant in accordance with section 127 of the Corporations Act 2001 (Cth) is set out in options 1 – 7 below. For an individual, option 8 should be used. The type of corporate sealing clause to use will depend on the constitution of the relevant company, and who is proposing to sign the Deed – eg power of attorney, sole director, or signed under seal, etc.

<*Note: the Applicant is advised to seek legal advice on this matter*>

**Option 1**

<**Note:** to be used if a company has a common seal and 2 directors who are present to witness the execution of the Deed (s127(2)(a) Corporations Act 2001 (Cth)).>

The common seal of <**insert company name**>

\_\_\_\_\_  
\_\_\_\_\_

(ACN \_\_\_\_\_)  
was affixed in accordance with its  
constitution in the presence of

<\_\_\_\_\_> and

<\_\_\_\_\_>  
<**insert directors' names**>:

.....  
(Signature of director)

.....  
(Signature of director)

.....  
(Full name in print)

.....  
(Full name in print)

Date: ...../...../.....

Date: ...../...../.....

**Option 2**

<**Note:** to be used if a company has a common seal and a director and a company secretary who are present to witness the execution of the Deed (s127(2)(b) Corporations Act 2001 (Cth)).>

The common seal of <insert company name>

.....  
.....

(ACN .....)  
was affixed in accordance with its  
constitution in the presence of

<.....> and

<.....>  
<insert name of director and company  
secretary>:

.....  
(Signature of company secretary)

.....  
(Signature of director)

.....  
(Full name in print)

.....  
(Full name in print)

Date: ...../...../.....

Date: ...../...../.....

**Option 3**

<**Note:** to be used if a proprietary company has a common seal, and a sole director who is also the sole company secretary (s127(2)(c) Corporations Act 2001 (Cth)).>

The common seal of <insert company name>

.....

.....

(ACN .....)  
was affixed in accordance with its  
constitution in the presence of

<.....>  
<insert name of director/secretary>:

.....  
(Signature of sole director/secretary)

.....  
(Full name in print)

Date: ...../...../.....

**Option 4**

<**Note:** to be used if the company does not want to affix its common seal (or does not have one) and 2 directors are present to execute the Deed (s127(1)(a) Corporations Act 2001 (Cth)).>

Executed by <insert company name>

.....  
.....

(ACN .....

in accordance with section 127(1)(a) of the *Corporations Act* 2001 (Cth) in the presence of

<.....> and

<.....>

<insert directors' names>:

.....  
(Signature of director)

.....  
(Full name in print)

Date: ...../...../.....

.....  
(Signature of director)

.....  
(Full name in print)

Date: ...../...../.....

**Option 5**

<**Note:** to be used if the company does not want to affix its common seal (or does not have one), and a director and company secretary are present to witness the execution of the Deed (s127(1)(b) Corporations Act 2001 (Cth)).>

Executed by <insert company name>

.....  
.....

(ACN .....

in accordance with section 127(1)(b) of the *Corporations Act* 2001 (Cth) in the presence of

<..... and

<.....>

<insert name of director and company secretary>:

.....  
(Signature of director)

.....  
(Full name in print)

Date: ...../...../.....

.....  
(Signature of company secretary)

.....  
(Full name in print)

Date: ...../...../.....



**Option 6**

<**Note:** to be used if a proprietary company does not want to affix its common seal (or does not have one), and the company has a sole director who is also the sole company secretary (s127(1)(c) Corporations Act 2001 (Cth)).>

Executed by <insert company name>

.....  
.....

(ACN.....)

in accordance with section 127(1)(c) of  
the *Corporations Act* 2001 (Cth) in the  
presence of

<.....>

<insert name of director/secretary>:

.....  
(Signature of sole director/secretary)

.....  
(Full name in print)

Date: ...../...../.....

**Option 7**

<**Note:** to be used if the Deed is to be executed by a person to whom the company has granted a power of attorney to execute this class of document. [NB. the person executing the document must provide a copy of the relevant power of attorney.]>

Executed by <insert company name>

.....  
.....

(ACN. ....)

by its attorney <insert attorney's name>

.....

pursuant to a power of attorney dated

...../...../.....

who certifies that at the date of signing he/she has not received a notice of revocation by the grantor, in the presence of <insert name of witness>:

.....  
(Signature of attorney)

.....  
(Signature of witness)

.....  
(Attorney's position within company/Occupation)

.....  
(Name of witness in print)

.....  
(Full name in print)

Date: ...../...../.....

Date: ...../...../.....

**Option 8**

<**Note:** to be used when an individual executes the Deed.>

Signed by <insert name of individual>

.....  
in the presence of: (Signature)

.....  
(Signature of Witness) (Full name in print)

.....  
(Print full name & address of Witness)  
Date: ...../...../.....

.....  
.....  
.....  
.....  
(Occupation of Witness)

Date: ...../...../.....