AGREEMENT FOR LEASE

For Water Catchment Purposes

Regulation 12, Native Land Trust (Leases and Licences) Regulations 1984

THIS AGREEMENT is made BETWEEN THE NATIVE LAND TRUST BOARD of 431 Victoria Parade, Suva (hereinafter called "the Lessor") of the one part and THE DIRECTOR OF LANDS AND SURVEYOR GENERAL FOR THE REPUBLIC OF FIJI (hereinafter called "the Lessee") of the other part WHEREBY -

- A. The lessor agrees to grant and the lessee agrees to take a lease THE PROVISIONS OF WHICH SHALL BE AS FOLLOWS:
 - 1. IN CONSIDERATION of the rent and covenants on the part of the lessee hereinafter reserved and contained and in consideration of the payment of the sum of \$500,000.00 (Five hundred thousand dollars) paid by the lessee to the lessor on or before the execution hereof the receipt whereof the lessor hereby acknowledges, the lessor hereby demises unto the lessee ALL THAT PIECE OR PARCEL OF LAND described as follows:-

Name of land	Tikina	Province	Area
VATURU [Part of]	Vaturu and Nalotawa	Ва	3660 Hectares

owned by the Mataqali listed in the First Schedule herein (hereinafter called "the land owning units") be the area a little more or less and contained within the boundaries more particularly delineated and marked on the plan hereto annexed and edged yellow (hereinafter called "the land") EXCEPTING AND RESERVING all the matters contained in the Second Schedule hereto TO HOLD the same unto the lessee from the 1st day of January, 2002 for the term of 99 (ninety nine) years YIELDING AND PAYING therefore unto the lessor the yearly rent of \$52,000.00 (Fifty two thousand dollars) half yearly in advance on the first days of January and July in every year subject to reassessment in accordance with Regulation 13 of the Native Land Trust (Leases and Licences) Regulations 1984.

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) To develop and maintain the land for Water Catchment purposes only.
- (b) To prepare and lodge with the lessor on or before the first day of January, 2003 an Environmental Improvement Plan for the proper and adequate system directed to ensuring compliance with environmental contingencies in order to provide a total assessment of the nature and the

extent of any harm or detriment which may be caused to any beneficial use made of any segment of the environment by any industrial process or activity, waste, substance, oil (including any chemical substance) hydro-carbon or noise.

- (c) Not to make any substantial alterations to the plans approved by the lessor or to buildings, improvements or structures on the land or erect any further buildings, improvements or structures on the land without the prior written consent of the lessor.
- (d) To obtain all statutory permissions consents approvals and licences from any relevant Government Department or Local Authority for any use or development which the lessee had carried out proposes to carry out on the land and to duly and punctually comply with each and every term or condition of all such statutory permissions, consents, approvals and licences so obtained and to produce copies of such statutory permissions, consents, approvals and licences to the lessor if required to do so at any time.
- (e) Duly and punctually to comply with all Acts Regulations and By-Laws and all such lawful requirements of the Health, Local and other Authorities relating to the land and/or the improvements thereon.
- (f) To bear and discharge all existing and future rates, taxes or assessments, duties, impositions and outgoings whatsoever imposed or charged upon the land premises or upon the owner or occupier thereof.
- (g) Shall not, in connection with the demised land, do or permit or suffer to be done anything in contravention of any written law.
- (h) Shall indemnify the lessor against all claims, demands, expenses and liabilities in connection with the land and either arising directly or indirectly from the lessees operations thereon and to pay the costs charges and expenses incurred by the lessor in abating a nuisance or for remedying any other matter in connection with the land in compliance with any requirements imposed by or under any written law.
- (i) To permit the lessor its employees or agents at all reasonable times to enter upon the land and enter into any buildings hereon in order to view the state thereof.
- (j) To keep in good repair all fixtures and all drains, sewers, gullies, cess-pits, soak-away, water supply piping, wells, tanks, reservoirs, ponds pumps, fences, walls, hedges, gates, posts, water courses, improvements existing or erected in on under or over the land and to maintain in good order all boundary markers.

- (k) Not to alienate or deal with the land or any part thereof whether by sale, transfer or sub-lease or in any other manner whatsoever without the written consent in writing of the lessor first had and obtained.
- (l) The tenant shall not remove or dispose of by way of sale or otherwise:-
 - (i) any forest produce growing upon the demised land,
 - (ii) any sand, gravel, stone, coral, lime, clay or other similar substances lying in or under or upon the demised land save only those materials (not being found in a river or streambed) as may be necessary to construct or repair a road or yard upon the said land, without the written consent of the lessor first had and obtained.
- (m) Not to permit any act matter or thing whatsoever to be done in or upon the land or buildings or any part thereof which shall be or may be or grow to be to the annoyance of any occupier lessee or owner of adjoining or neighbouring land and property.
- (n) To keep all buildings, improvements, fixtures, fittings, plant, equipment and furniture on the land insured to their full cost of reinstatement against fire, tempest, earthquake, flood, lightning and storm provided that such insurance cover is available at reasonable cost and to produce to the lessor when required the policy for insurance and receipt for the last premium due and in the event of such buildings, improvements, fixtures, fittings, plant equipment and furniture being dismantled, demolished destroyed or damaged from any cause to rebuild or repair the building within two (2) years from such dismantling, demolition, destruction or damage in accordance with plans approved in writing by the Lessor and in accordance with the provisions of the Public Health Regulations, the Town Planning Regulations and any other relevant legislation for the time being in force.
- (o) The lessee shall not place, paint, write, affix or display or cause or permit to be placed, painted, written, affixed, or displayed upon or any part of the land any poster, placard, handbill, writing, picture or other device for advertising other than a sign or signboard denoting the lease and its purposes.
- (p) The lessee shall allow the native land owners to enter upon the land for the purposes of hunting, fishing, and collecting foodstuffs for their own subsistence only (and not commercial use) PROVIDED that any native land owners entering the land shall do so at their own risk.

- (q) The lessee shall apply such measures to check and minimise soil erosion and river or streams pollution as may be required by the lessor in writing and shall maintain such measures to the satisfaction of the lessor or of an officer appointed by the lessor.
 - (r) That the lessee shall not carry out any development on or in relation to the demised land, except with the consent in writing of the lessor and except with any written law in respect of any such development.
- (s) The lessor may by six (6) months notice in writing resume, without compensation, possession of any part of the land which the lessor deems necessary for the making of a road or way to enable the development of any other land so that the land so resumed shall not exceed one-twentieth part of the whole of the erected or which is used as and integral part of the Water Catchment Purposes.
- 3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE that the lessee, paying the rent hereby reserved and performing and observing the covenants on the lessee's part herein contained, may peaceably hold and enjoy the land during the said term without any interruption by the lessor or any person or persons lawfully claiming through under or in trust for the lessor except as otherwise provided herein.
- 4. PROVIDED ALWAYS and it is hereby agreed and declared as follows that:
 - (a) If and whenever during the term of this lease:-
 - (i) there shall be any breach, non performance or non-observance of any of the covenants on the part of the Lessee herein contained or implied by virtue of the Native Land Trust (Leases and Licences) Regulations 1984;
 - (ii) the lessee, being an individual, shall become bankrupt or, being a company, enters into compulsory or voluntary liquidation (save for the purpose of amalgamation or reconstruction of a solvent company);
 - (iii) a receiver of the lessee shall be appointed or the lessee enters into any composition or arrangement with the lessee's creditors; or
 - (iv) the lessee shall suffer any distress or execution to be levied on his goods;

THEN, and in any such case, it shall be lawful for the lessor at any time thereafter, and not withstanding the waiver by the lessor of any previous right of re-entry, to re-enter into and upon the land or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to any rights or

- 5. The Lessee hereby also agrees with the Lessor as a condition of this agreement that:
 - This agreement shall cease to have effect if the lessee fails within six (6) months from the date hereof to engage the services of a surveyor registered under the Surveyors Act to carry out a survey of the land agreed to be leased and to prepare a survey produce to the Lessor satisfactory evidence that the services of such a surveyor have been so engaged by him.
 - [ii] If within three (3) months of being required to do so by notice in writing served on it by the Lessor, and the Lessee fails or refuses to execute the lease which he has hereby agreed to take then, this agreement shall cease to have effect and that in the event that this agreement shall so cease to have effect then the provisions of Regulation 12(4) of the Native Land Trust (Leases and Licences) Regulation, 1984 shall apply.
 - [iii] In the event of its being shown by survey that the land agreed to be leased forms part of an area of land the subject of an existing freehold or leasehold title, this agreement to lease shall be deemed to exclude such area.

6. SPECIAL CONDITIONS

[i] That the landowners shall be provided water supply assistance in their Villages and each households paying ten per centum (10%) of the total costs.

- [ii] In the event that the lessee shall become privatised and/or its operations created into one or more private companies then the lease covenants shall be reviewed in order to fix the annual rental under the prevailing Native Land Trust (Leases and Licences) Regulations and the participation by the land owners in the newly created private companies.
- [iii] The lessee will give first preference to the members of the land owning units for all types of employment both skilled and unskilled in connection with the service industries related to the water supply scheme and the dam site provided that such member of the land owning unit shall satisfy the normal requirements of the posts offered and that they shall be subject to all normal rules and conditions of employment prevailing in the said industries.
- The land owners shall be offered the first option for all commercial use of the lake and the water catchment areas for water sports activities or other Ecotourism Development and such activities shall be undertaken in conjunction with the approval of the lessee, the Ministry of Fijian Affairs and the lessor.

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The royalties on merchantable timbers are not included in the premium and/or the annual rental and such royalties shall be assessed separately then paid by the lessee to the lessor. on an latter to answer the premium and t

annual

FIRST SCHEDULE

VATURU DAM ACCESS AND CATCHMENT RESERVE

(Table of Reference showing the list of Land Owning Units)
(Areas quoted are subject to survey)

NLC	AREA	PLAN	PROPRIETARY UNIT	LOU
LOT	LEASED			CODE
7	129 HA	H/14,3	Tokatoka Nakelo	
			Mataqali Naivua	8541/3
5	556 HA	H/14,3	Tokatoka Nanuyamai	
			Mataqali Naivua	8732/3
10	235 HA	H/14,3	Tokatoka Nasagabua	
	24		Mataqali Navunito	8540/3
8	511 HA	H/14,3	Tokatoka Vavalagi	
			Mataqali Naivua	8734/3
12	86 HA	H/14,3	Tokatoka Naodamu	
A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1			Mataqali Navunito	8750/3
31	653 HA	H/19,1	Tokatoka Qoqa	
		H/14,3	Mataqali Qoqa	8663/3
32A	381 HA	H/19,1	Tokatoka Nakauvadra	
	2	H/14,3	Mataqali Qoqa	5953/3
2	581 HA	H/19,1	Tokatoka Sarava	
		H/14,3	Mataqali Sarava	4480/3
1	528 HA	H/14,3	Tokatoka Nasaucoko	
			Mataqali Nasaucoko	4477/3
	3660 HA			E-4,

SECOND SCHEDULE

Matters Excepted and Reserved

- (a) Unto the lessor all timber and timber like trees, sand gravel, common stone, limestone, coral and clay on or under the land together with full power for the persons entitled to such things to work and get the same either by entry on the surface or by underground workings and unto the Crown the minerals as defined in them Mining Act (Cap. 146) and mineral oil.
- (b) Unto the lessor the right and unto all other persons granted by the lessor a similar right as well before as after the commencement of this lease in common with the lessee his servants and licensees full right and liberty from time to time and at all times and for all purposes to pass and repass with or without vehicles or animals over and along the road or way coloured brown on the plan hereto annexed.
- (c) Unto the lessor its employees or agents or any other person so authorised, full right and liberty from time to time and at all times to enter with or without vehicles upon any electricity reserve affecting that land for the purposes of inspecting, repairing, renewing or erecting any pole, tower, pylon, cable or other appliance attached thereto.

THIRD SCHEDULE

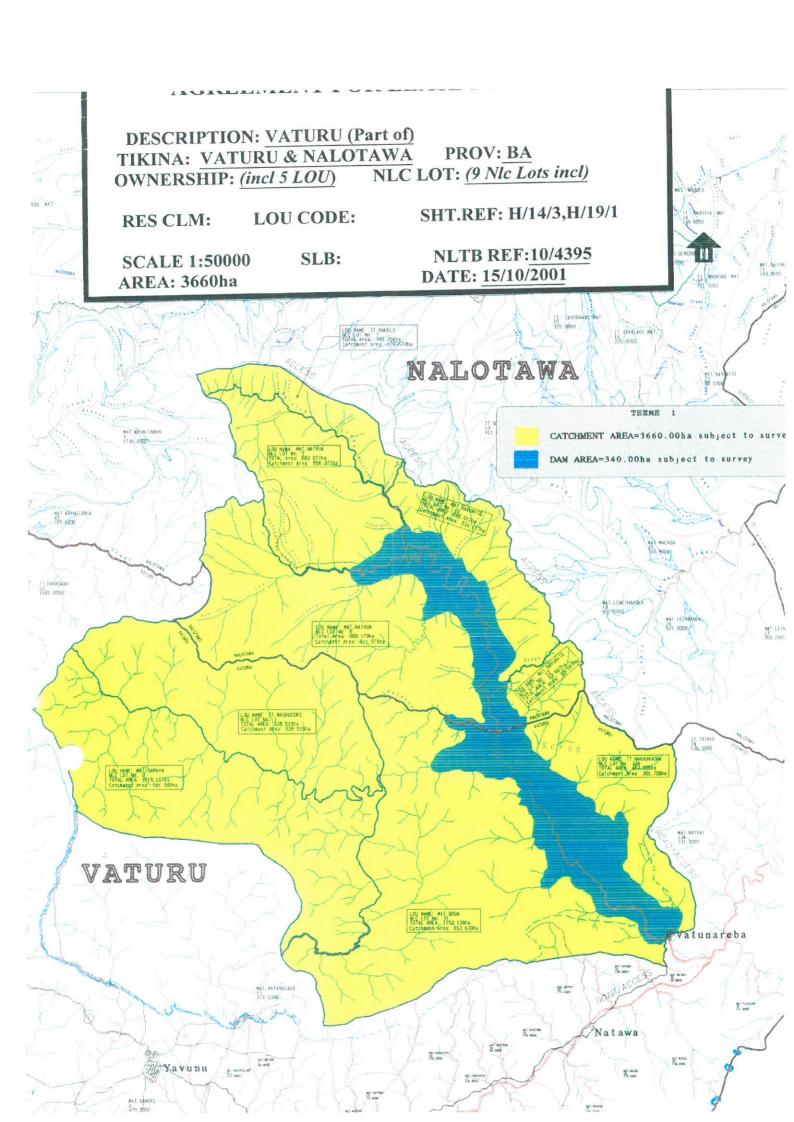
(Regulation 15, Native Land Trust (Leases and Licences) Regulations 1984)

- 1. It shall be implied in every lease of native land commencing on or after the commencement of these Regulations that where the land demised is required by the Board for development (whether by the Board or otherwise) involving any use of the land, in whole or in part which is materially different front he purpose for which the land was demised and in respect of which permission has been granted under the Town Planning Act, the Board may terminate the lease and resume possession of the land on the 30th day of June or the 31st day of December in any year during the term of the lease by notice in writhing served on the Lessee not later than one year before the date on which the Board desires to resume possession of the land, without prejudice to the rights and remedies of either party the other in respect of any antecedent claim or breach of covenant.
- 2. If, on the termination of a lease of native land in pursuance of paragraph (1) the lessee shall have paid the rent thereby reserved and payable and shall have reasonably performed and observed the terms, conditions and covenants therein contained, the lessee shall be entitled be paid by the Board by way of compensation -
 - (a) such sum as might reasonably be expected to be obtained in the open market by a willing seller from a willing purchaser in consideration for the transfer of the lease as at the date of resumption of possession by the Board and as if the notice referred to in paragraph (1) had not been served (any improvements to the land executed after the date of such notice being disregarded); and
 - (b) such sum as represents the total amount of the unavoidable other loss incurred by the lessee in consequence of the exercise by the Board of its powers under this regulation, including, in particular, but without prejudice to the generality of the foregoing -
 - (i) loss or expenses incurred by the lessee in respect of the removal or sale of his household goods, chattels or livestock on, used in connection with, the demised land in respect of his reestablishment in a comparable property in Fiji.
 - (ii) the loss of the good will suffered by any business carried on by the lessee from or on the land demised by reason of the transfer or closure of that business resulting from the lessee's quitting of the demised land; and
 - (iii) expenses incurred in respect of legal and other professional services in connection with the preparation of the lessee's claim or compensation hereunder (not being costs of any arbitration to determine any question arising under this regulation); and,

- (c) the full amount of any compensation payable by the lessee to any sub-lessee of the demised land or any part thereof in pursuance of paragraph (3).
- 3. Where a lease of native land has been terminated in pursuance of paragraph (1) and the demised land or any part thereof was at the date on which the lease was so terminated in the possession of a sub-lease with the written consent of the Board, the lessee shall be liable to pay to the sub-lessee such sum as the Board would have been liable to pay to the sub-lessee under sub-paragraph (a) and (b) of paragraph (2) had the sub-lessee been the lessee of that land or that part thereof.
- 4. The right of the Board to terminate a lease by virtue of the condition implied therein by paragraph (1) shall also be exercisable in respect of part only of the demised land as if any reference in the foregoing provisions of this regulations to the demised land included a reference to a part thereof; and in the event such right being exercised in relation to part only of the demised land the lessee shall be entitled:-
 - (a) to a reduction of the rent in such amount as shall be agreed by the parties or, should they fail to agree, by such amount as shall be settled by arbitration in pursuance of regulation 21; or
 - (b) subject to the provisions of paragraph (5), to surrender the remainder of the demised land, in which case the provisions of paragraphs (2) and (3) shall have effect as if such right as aforesaid had been exercised in relation to the whole of the demised land.
- 5. Sub-paragraph (b) of paragraph (4) shall not apply where the Board has served notice to resume possession of part of any demised land in pursuance of that paragraph and that part of that land is less than one-quarter (1/4) of the size of the whole of the land unless, by reason of the severance of that part, the remainder of the demised land is no longer suitable for the purpose for which it was demised to the Lessee.
- 6. If a counter-notice is not served in accordance with paragraph (20) or if a counter notice is so served but no reference for determination by arbitration in pursuance of Regulation 21 has been made within one month commencing on the date of the service of the counter-notice, the rent payable under the lease shall, as from the appointed date be payable under the lease shall, as from the appointed date, be payable at the rate specified in the related notice or reassessment, but without prejudice to a further re-assessment of the rent in accordance with the regulation.
- 7. If a counter-notice is served in accordance with paragraph (20 and a reference for determination by arbitration in pursuance of regulation 21 as mentioned in paragraph (3) is made, then the parties shall, for the purpose of such arbitration, be taken to be in dispute as to the rent property payable under the lease as from the appointed date:

	agreeing the said rent.	shall	cease to 1	nave effect u	ipon the	parties
8.	This regulation shall not apply provided that this regulation s	y in re hall n	lation to a le	ease in which	it is speci	fically
Signed	by the parties hereto this		d	ay of		2001
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AGREEMENT FOR LEASE

Class I- For special (Dam & Quarters Site) Purposes

Regulation 12, i Taukei Land Trust (Leases and Licences)

Regulations 1984

A The lessor agrees to grant and the lessee agrees to take a lease THE PROVISIONS OF WHICH SHALL BE AS FOLLOWS:

1. IN CONSIDERATION of the rent and covenants on the part of the lessee hereinafter reserved and contained (and in premium of the sum of \$-.- (NIL) paid by the lessee to the lessor on or before the execution hereof (the receipt whereof the lessor hereby acknowledges)] * the lessor hereby demises unto the lessee ALL THAT PIECE OR PARCEL OF LAND described as follows

Name of Land	Tikina	Province	Area
VATURU ((Part of)	Vaturu	Ва	22.2220 Ha (subject to survey)

owned by the Mataqali Nakauvadra, Tokatoka: Qoqa Mataqali Qoqa, Tokatoka: Qoqa

be the area a little more or less and contained within the boundaries more particularly delineated and marked on the plan hereto annexed and edge YELLOW (hereinafter called "the land") EXCEPTING AND RESERVING all the matters contained in the First Schedule hereto TO HOLD the same unto the lessee from the First day of January 2002 for the term of 99 (ninety-nine) years YIELDING AND PAYING therefore unto the lessor the yearly rent of \$4,500.00 (Four Thousand Five Hundred dollars) and shall be due on the execution hereof]* subject to reassessment as hereinafter provided.

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) To pay the rent hereinbefore reserved at the times and in the manner aforesaid without any deduction whether formally demanded or not.
- (b) The tenant shall pay a yearly Lease Administration fee of \$57.50 (Fifty-seven dollars and fifty cents) or such amount as may be assessed by the Board thereafter. Such fee shall be paid half yearly in advance on the first days of January and July in every year;
- (c) Not to use the land for any purpose other than for: Special-Dam and Quarters Site
- (d) To bear pay the discharge all existing and future rates taxes or assessments duties impositions and outgoing whatsoever imposed or charged upon the land and premises or upon the owner or occupier thereof.
 - Not to do or permit in connection with the land anything in contravention of any written law.

To indemnify the lessor against all claims, demands, expenses and liabilities in connection with the land and to pay the costs charges and expenses incurred by the lessor in abating a nuisance or for remedying any other matter in connection with the land in compliance with any requirements imposed by or under any written law.

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(g) To permit the lessor or its employees or agents at all reasonable times to enter the land and into any buildings thereon in order to view the state thereof. (h)

Not to erect or permit to be erected any building or structure on or over any p any electricity reserve affecting the land.

Not to carry out any development on or in relation to the land without (i) obtaining the consent in writing of the lessor and any consent required by or i any written law in respect of such development; "development" for the purpo this covenant includes:

the carrying out of any building or engineering work designed to c alter or add to any improvements to the land and,

any use of the land or of any improvements thereto other than for (ii)

purposes specified in sub-clause (b) of this clause.

To keep in good and tenantable repair all buildings together with all fixtures (i) fittings and all drains, sewers, gullies, cess-pits, septic tanks, soak-away, w supply piping, wells, tanks, reservoirs, ponds, pumps, fences, walls, hedges, ga posts, bridges, culverts, water courses, ditches, roads and yards in and upon land and to maintain in good order all boundary markers. (k)

Not to alienate or deal with the land or any part thereof whether by sale, trans sub-lease or licence or in any other manner whatsoever without the consent

writing of the lessor first had and obtained.

Within two years from the First day of January 2002 to erect on the land, to (1)satisfaction of and in accordance with the plans approved in writing by the lesso building for Dam and Quarters purposes in accordance with the provisions the Public Health Regulations, the Town Planning Regulations and any oth relevant legislation for the time being in force, such building to have a minimu external floor area exclusive of the areas of any verandah, balcony, porch accessory outbuilding of 75 square meters.

To keep all buildings on the land insured to their full cost of reinstatement against (m) fire tempest and earthquake and in the event of any such building being dismantle demolished, destroyed or damaged, from any cause within two years of suc dismantling, demolition, destruction or damage to rebuild or repair the building in accordance with plans approved in writing by the lessor and in accordance with the provisions of the Public Health Regulations, the Town Planning Regulations an

any other relevant legislation for the time being in force.

Not to use or permit to be used the land or any part thereof, or the building or (n) accessory out buildings to be erected thereon or any part thereof for any trade business occupation or calling whatsoever; nor to permit any act matter or thin; whatsoever to be done in or upon the land or buildings or any part thereof which shall be or may be or grow to be to the annoyance, nuisance, grievance, damage o disturbance of any occupier, lessee or owner of adjoining or neighboring land and property; provided that a home industry approved by the lessor or a professional practice may with the written consent of the lessor first had and obtained be conducted within the said buildings.

Not to erect, construct or cause or permit the erection or construction of or (o) display of any signboard or poster other than a signboard or poster denoting the street number the name of the residence and the name of the occupier or the name occupation and hours of attendance of the person conducting a professional practice or home occupation within the dwelling-house and provided that such signboard or

poster shall not exceed two thousand square centimeters in area.

Not to permit or suffer to remain on the land any horses, cattle, goats, swine or (p)

To keep the land clear of all refuse, rubbish, weeds and unsightly (q) undergrowth to the Satisfaction of the lessor.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE that the lessee paying the rent hereby reserved and performing and performing and observing the covenants on the lessee's part herein contained the lessee may peaceably hold and enjoy the land during the said term without any interruption by the lessor or any person or persons lawfully claiming through under or in trust for the lessor except as otherwise provided herein.

- 4. PROVIDED ALWAYS and it is hereby agreed and declared as follows:
 - (a) (I) That the rent shall be reassessble in accordance with the provisions of Regulation 13 of the Native Land Trust (Leases and Licences) Regulations 1984 as set out in the Second Schedule hereto.
 - (iii) Notwithstanding the provisions of sub-paragraph (5) (b) of Regulation 13 the Value of the following improvements to the land (in respect of which the sum of \$--- (---words) paid by the lessee to the lessor by way of [a part of] the premium paid at the commencement of this lease) shall be disregarded at any such reassessment:-
 - (b) The Lessor should levy an Arrears Collection Fee if and when an action for recovery shall be in arrears as at (b) (i) above is undertaken.
 - (c) That if and whenever during the term of the lease, the rental shall be in arrears over 12 months, the Lessor shall levy interest thereon at the rate of 12% (Twelve percent) per annum, or at the market rate.
 - (d) That if and whenever during the term of the lease
 - i) any rent hereby reserved or made payable or any part thereof shall be in arrears and unpaid for one month next after becoming payable (whether formally demanded or not):
 - (ii) there shall be any breach, non-performance or non-observance of any of the covenants on the part of the lessee herein contained or implied by virtue of the i Taukei Land Trust (Leases and Licences) Regulations 1984.
 - (iii) the lessee, being an individual, shall become bankrupt or, being a company, shall enter into compulsory or voluntary liquidation (save for the purpose of amalgamation or reconstruction of a solvent company);
 - (iv) a receiver of the lessee shall be appointed or the lessee shall enter into any composition or arrangement with the lessee's creditors; or
 - (v) the lessee shall suffer any distress or execution to be levied on his goods; then, and in any such case, it shall be lawful for the lessor at any time thereafter, and notwithstanding the waiver by the lessor of any previous right of re-entry, to re-enter into and upon the land or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine, but without prejudice to any rights or remedies which may have accrued to the lessor against the lessee or to the lessee against the lessor in respect of any antecedent breach of any of the covenants herein contained.
 - (e) That this lease may be terminated by the lessor in accordance with the provisions of Regulation 15 of the i Taukei Land Trust (Leases and Licences) Regulations 1984 as set out in the Third Schedule hereto.
 - (f) That the lessor may by six months notice in writing resume possession without Compensation of any part of the land which the lessor deems necessary for the making of a road or way to enable the development of any other land but so that the land so resumed shall not exceed one-twentieth part of the whole of the land and shall not be land upon which any building has been erected or which is used as a garden for the better enjoyment of such building.
 - (g) That in this lease, except where a contrary intention appears, words and expressions In the singular include the plural and words and expressions in the plural include the singular.

FIRST SCHEDULE

(Matters Excepted and Reserved)

Unto the lessor all timber and timberlike trees sand gravel common stone limestone coral and clay except as here in provided on or under the land together with full power for the persons entitled to such things to work and get the same either by entry on the surface or by underground workings and unto the Crown the minerals as defined in the Mining Act (Cap. 146) and mineral oil.

Unto the lessor the right and unto all other persons granted by the lessor a similar right as well before as after the commencement of this lease in common with the lessee his servants and licensees full right and liberty from time to time and at all times and for all purposes to pass and repass with or without vehicles or animals over and along the road or way coloured brown on the plan hereto appeared.

Unto the lessor its employees or agents or any other person so authorised full right and liberty from time to time and at all times to enter with or without vehicles upon any electricity reserve affecting the land for the purposes of inspecting repairing renewing or erecting any pole tower pylon cable or other appliance attached thereto.

(c)

(a)

(b)

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SECOND SCHEDULE

(Regulation 13, i Taukei Land Trust (Leases and Licenses) Regulations 1984)

Subject to paragraph (8), the Board or a lessee of any i Taukei land may, by notice in writing served (1)on the other party not earlier than one year and not later than three months before the appointed date, propose that the rent payable under the lease of that land from the appointed date shall be at such yearly rate as shall be specified in the notice (hereinafter referred to as a "notice of re-assessment"). (2)

The party on whom a notice of re-assessment has been served in accordance with paragraph (1) may, by notice in writing (hereinafter referred to as a "counter-notice") served on the other party not later than the two months commencing on the date of the service of the notice of re-assessment, signify his intention to refer the question of the re-assessment of the rent for determination by arbitration in

pursuance of regulation 21.

If a counter-notice is not served in accordance with paragraph (2) or if a counter-notice is so served (3)but no reference for determination by arbitration in pursuance of regulation 21 has been made within one month commencing on the date of the service of the counter-notice, the rent payable under the lease shall, as from the appointed date, be payable at the rate specified in the related notice of reassessment, but without prejudice to a further re-assessment of the rent in accordance with this

If a counter-notice is served in accordance with paragraph (2) and a reference for determination by (4) arbitration in pursuance of regulation 21 as mentioned in paragraph (3) is made, then the parties shall for the purposes of such arbitration be taken to be in dispute as to the rent properly payable under the lease as from the appointed date: Provided that this paragraph shall cease to have effect upon the

parties agreeing the said rent.

For the purposes of this regulation the rent properly payable under a lease of i Taukei land shall be (5)the annual rent at which that land might reasonable be expected to be let in the open market by a willing lessor to a willing lessee if the full term of the lease had yet to run, having regard to the terms, conditions and covenants contained in the lease (other than those relating to rent) and assuming that the environment of the demised land is in all respects as it is or may reasonable by expected to be, at the appointed date, but disregarding.

any effect on rent of the fact that the lessee is in occupation of the land; and,

the current value of any unexhausted improvements on the land, other than those which have (b) a value in relation to the purpose for which the land is demised and which -

- were executed during the term of a previous lease of the land at the expense of the lessee where the lessee, or the lessee under any subsequent lease, was not granted a new lease upon the expiration of that term; or
- (ii) were executed by the Board; or

were in existence at the time the land was first leased. (iii)

- When a notice of re-assessment (hereinafter referred to as "the first notice") is served on any party to (6)a lease, any Notice of re-assessment served by that party on the other party subsequently to the date on which the first notice was served and before the appointed date specified in the first notice shall be of no effect for the purposes of this Regulation; and if notices of re-assessment are served by both parties on each other on the same date, only the notice of re-assessment served by the Board shall have effect for those purposes.
- In this regulation "the appointed date" means, in relation to any notice of re-assessment in respect of (7)the rent payable under any lease, the date specified in the notice as the appointed date, being a date not earlier than five years from the later of -

the date of the commencement of the term of the lease; (a)

the date as from which there last took effect a re-assessment made in pursuance of this (b) (c)

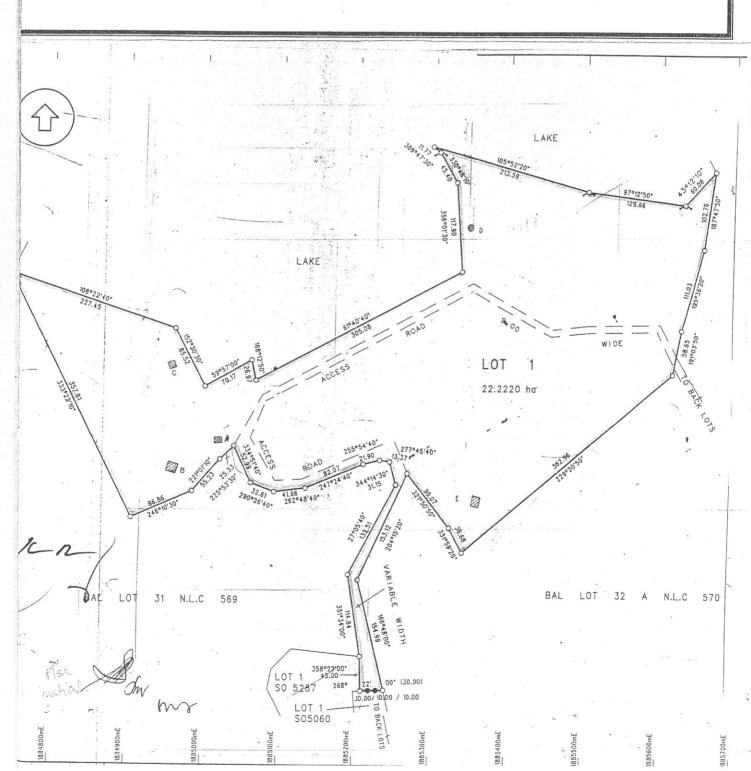
The date as from which there last took effect a previous direction of an arbitrator, that the rent should continue unchanged.

This regulation shall not apply in relation to a lease in which it is specifically provided that this (8)regulation shall not do so.

ase initial

AGREEMENT FOR LEASE

(OPERTY NAME: VATURU (Pt.of) NLTB REF: 6/10/6723							
parane	LD TIKINA: _	VATURU	_CODE:109	PROV	INCE:	BA		
	PROPERTY CODE	LAND OWNING TOKATOKA	UNIT NAME MATAQALI	TOKATOK A NO.	NLC LOT	SHEET REF	NLC FINAL REPORT	
	114/30223	NAKAUVADRA	QOQA	337	32A	H/19-1 H/14-3	Vol. 3	
	114/30223	QOQA	QOQA	336	31	H/19-1 H/14-3	Vol. 3	
		2500(Reduced) 0 / 06 / 2010	. 5	PREPAREI	D BY:	J.T_		



THIRD SCHEDULE

(Regulation 15, i Taukei Land Trust (Leases and Licences) Regulations 1984)

It shall be implied in every lease of i Taukei land commencing on or after the commencement of (1)these Regulations that where the land demised is required by the Board for development (whether by the Board or otherwise) involving any use of the land, in whole or in part, which is materially different from the purpose for which the land was demised and in respect of which permission has been granted under the Town Planning Act, the Board may terminate the lease and resume possession of the land on the 30th day of June or the 31st day of December in any year during the term of the lease by notice in writing served on the lessee not later than one year before the date on which the Board desires to resume possession of the land, without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant. (2)

If, on the termination of a lease of native land in pursuance of paragraph (1), the lessee shall have paid the rent thereby reserved and payable and shall have reasonable performed and observed the terms, conditions and covenants therein contained, the lessee shall be entitled to be paid by the Board

by way of compensation -

such sum as might reasonable be expected to be obtained in the open market by a willing (a) seller from a willing purchaser in consideration for the transfer of the lease as at the date of resumption of possession by the Board and as if the notice referred to in paragraph (1) had not been served (any improvements to the land executed after the date of such notice being disregarded); and (b)

such sum as represents the total amount of the unavoidable other loss incurred by the lessee in consequence of the exercise by the Board of its powers under this regulation, including, in

particular, but without prejudice to the generality of the foregoing-

loss or expenses incurred by the lessee in respect of the removal or sale of his (i) household goods, chattels or livestock on, or used in connection with the demised land and in respect of his re-establishment in a comparable property in Fiji.

the loss of the goodwill suffered by any business carried on by the lessee from or (ii) on the land demised by reason of the transfer or closure of that business resulting from the lessee's quitting of the demised land; and

expenses incurred in respect of legal and other professional services in connection (iii) with the preparation of the lessee's claim for compensation hereunder (not being costs of any arbitration to determine any question arising under this regulation);

- The full amount of any compensation payable by the lessee to any sub-lessee of the demised (c) land or any part thereof in pursuance of paragraph (3). Where a lease of native land has been terminated in pursuance of paragraph (1) and the demised land or any part thereof was at the date on which the lease was so terminated in the possession of a sub-lessee with the written consent of the Board, the lessee shall be liable to pay to the sub-lessee such sum as the Board would have been liable to pay to the sub-lessee under sub-paragraph (a) and (b) of paragraph (2) had the sub-lessee been the lessee of that land or that part thereof.
- The right of the Board to terminate a lease by virtue of the condition implied therein by paragraph (1) (4) shall also be exerciseable in respect of part only of the demised land as if any reference in the foregoing provisions of this regulation to the demised land included a reference to a part thereof; and in the event of such right being exercised in relation part only of the demised land the lessee shall be
 - to a reduction of the rent in such amount as shall be agreed by the parties, or, should they (a) fail to agree by such amount as shall be settled by arbitration in pursuance of regulation 21;
 - subject to the provisions of paragraph (5), to surrender the remainder of the demised land, in (b) which case the provisions of paragraphs (2) and (3) shall have effect as if such right as aforesaid had been exercised in relation to the whole of the demised land.
- Sub-paragraph (b) of paragraph (4) shall not apply where the Board has served notice to resume (5)possession of part of any demised land in pursuance of that paragraph and that part of that land is less than one-quarter of the size of the whole of that land unless, by reason of the severance of that part, the remainder of the demised land is no longer suitable for the purpose for which it was demised to the lessee.

SPECIAL CONDITION

- The lessee hereby also agrees with the lessor as a condition of this agreement A that:-
 - If within three months of being required so to do by notice in writing 1. served on him by the lessor he fails to
 - engage the services of a surveyor registered under the Surveyors (i) Act to carry out a survey of the land agreed to be leased and to prepare a survey plan in accordance with the regulations made under that Act;
 - produce to the lessor evidence satisfactory to the lessor that the (ii) services of such a surveyor have been so engaged by him;
 - or refuses to execute the lease which he has hereby agreed to (iii) take; then this agreement shall cease to have effect, whereupon the provisions of Regulation 12 (4) shall apply.
 - In the event of it being shown by survey that the land agreed to be leased 2. forms Part of any land the subject of an existing freehold or leasehold title, this agreement to lease shall be deemed to exclude such area.

Signed by the parties hereto this

05th

December day of

> ITaukei Land Trust Board

2011 .

Signed on behalf of the Lessor

Designation) Mesake Ledua Manager Southwestern Region, Nadi

Mhalaganer (Witness)

iTaukei and Trust Board Miriama Lalagavesi Estate Officer Southwestern Region

Nadi

Signed by DIRECTOR OF LANDS AND SURVEYOR GENERAL for THE REPUBLIC OF FIJI,

Lands Department, Suva;

was hereunto affixed in the presence of

Ref: N.L.T.B. No.... Native Land Trust Board, P.O. Box 116. To: DIRECTOR OF LANDS. SUVA. Sir. I have to inform you that your application to lease a piece of land known as VATURU DAM SITE situated in the Tikina of _____ has been provisionally approved 13600 Testimental Board on the following terms: Estimated area, subject to survey 237.7 Hectares Period 99 years, from 1.10.79 Rent payable to the Native Land Trust Board in Suva half yearly in advance in the months of January and July in every year:-\$ £0x00xperxhectarex (\$14,262.00 per annum) Rental to be paid on account pending survey of land: \$____ per annum. Class of Lease I SPECIAL (WATER SUPPLY)
Mat. Naivua - T/T. Vavalagi (42.6 Ha); Mat. Navunito Owned by the Mataqali T/T. Nasagabua(11.4 Ha); Mat. Navunito - T/T. Nodamu Estimated survey fee, subject to adjustment, 3sHa) Mat. Qoqa - T/T. Qoqa The lease will be subject to the conditions set out in the Native Land (Leases and Licences) Regulations, and where applicable the Agricultural Landlord and Tenant Ordinance, a summary of which conditions appears on the back hereof. You are requested to pay the estimated survey fee, together with the rent assessed on the estimated area of the land for the first period of six months from the date of the Board's provisional approval of lease without delay to the Native Land Trust Board in Suva. You will not receive final notice of approval nor may you occupy the land provisionally approved for lease until the first six months rent and the estimated survey fee have been paid. If you do not pay the rent and the estimated survey fee within six months from the date of this notice, the Board will consider the provisional approval of the lease cancelled without further notice. In the event of it being shown by survey that the land provisionally approved for lease forms part of any land the subject of an existing freehold or leasehold title, this notice of approval of lease shall be deemed to be cancelled, without prejudice or loss to the Board. Number of livestock to be limited _____ head. Two trees to be planted per acre within twelve months of date of commencement of the lease. Additional Conditions appended. Yours faithfully. (R. A. NOAKES). for Secretary. I, being the tenant, accept this approval to lease on the terms set out therein

1, being the tenant, accept this approval to lease on the terms set out therein and request that the lease be registered under the Land (Transfer & Registration) Act.

SUMMARY OF GENERAL CONDITIONS

- 1. Usually if the period of the lease exceeds 25 years the rent will be subject to reassessment at the end of every period of 25 years to a maximum not exceeding six percent of the unimproved capital value of the land. Any lease that falls within the provisions of the Agricultural Landlord and Tenant Ordinance shall be subject to reassessment in every 5th year. Residential, industrial and commercial leases shall subject to reassessment of rent in every 10th year.
- 2. A minimum sum may be required to be expended on permanent improvements within a limited period from the date of commencement of lease.
- 3. The lessor may resume for public purposes, without compensation, any part not exceeding one-twentieth of the whole of the leased land, provided that the part required is not built upon or under cultivation.
- 4. The lessee may not transfer sublet mortgage or assign the lease without the written consent of the lessor.
 - 5. Fruit trees on the land may not be cut down without the consent of the lessor.
 - All stocks kept on the land must at all times be securely fenced in.
- 7. All existing and future rates, taxes assessments and outgoings whatsoever except landlord's property tax are payable by the lessee.
- 8. No forest produce growing on the land may be removed or disposed of without the written consent of the lessor, and subject to payment of royalty as prescribed by the Native Land (Furests) Regulations; and on a grazing block no forest tree may be felled or injured except for clearing the land for the planting of grass or for erecting fences or buildings.
- 9. Any building erected by the lessee shall be the property of, and be removable by, the lessee (subject to certain conditions) before or within reasonable time after the expiry of the
- 10. On an agricultural block the lessee is required properly to cultivate at least one-fifth of the land suitable for cultivation within the first five years; two-fifths within ten years, and three-fourths within twenty years from the date of commencement of the lease; and the areas so planted must be manured and kept in good condition to the satisfaction of the lessor; but no land within 24 feet from the bank of a river or creek or within 33 feet of the centre of a public road may be cultivated.
- 11. On an agricultural or grazing block, the lessee may not clear, burn off, cultivate or permit excessive grazing of the top 25 per centum of hills having a slope of more than 25 degrees from the horizontal; and the lessee must apply such other measures as are required by the lessor to prevent erosion of the soil.
- 12. If any portion of an agricultural or grazing block be used for buildings not incident to the purposes of the lease, or, in the case of a grazing block, if the land be used for agricultural purposes in excess of the requirements of stock and persons on the premises, the rent of the land so used may be reassessed accordingly.
- On a grazing block the lessee is required to stock the land at a minimum rate of 1 head of cattle or 5 sheep or goats per 64 acres within the first five years of the lease, and 2 head of cattle or 10 sheep or goats per 64 acres within the first ten years of the lease, and to keep the land so stocked thereafter.
 - On a residential block, the lessee :-
 - (a) must erect a dwelling house within a specified period.
 - (b) may not erect more than one dwelling, which may not cover more than one-third of the total area of the block;
 - (c) may not conduct any trade or business on the premises;
 - (d) must keep all buildings in good and tenantable repair.
 - On a commercial block, the lessee :—
 - (a) must erect a building, to be used for commercial purposes, within a specified
 - (b) must keep all buildings in good and tenantable repair;
 - (c) may not cover more than three-quarters of the total area with buildings;
 - (d) may not carry on in the premises any undesirable or obnoxious trade or business.
- 16. In any lease the lessor may limit the maximum number of stock which may be kept or grazed on the land.
- 17. In the event of a breach or of non-fulfilment of any condition, the lessor may re-enter upon the land or may, at the discretion of the Board, impose a penal rent in respect of any such breach.
- 18. All statutory conditions and covenants set out in Sec. 9(i) of the Agricultural Landlord implied and form part of this approval to lease. are and Tenant Act
- 19. Class A Agricultural leases in excess of 2.5 acres are subject to the provisions of the Agricultural Landlord and Tenant Act, and may only be determined, whether during its currency or at the end of its term, in accordance with such provisions. All disputes and differwhatsoever arising out of this contract, for the decision of which that Ordinance

6/10/4395

AGREEMENT FOR LEASE

Class I - For SPECIAL (Vaturu Dam Site) Purposes

Regulation 12, Native Land Trust (Leases and Licenses) 1984

- A The lessor agrees to grant and the lessee agrees to take a lease THE **PROVISIONS** OF WHICH SHALL BE AS FOLLOWS:
 - 1. IN CONSIDERATION of the rent and covenants on the part of the lessee hereinafter reserved and contained (and in consideration of the sum of \$xxx (xxx Dollars) paid by the lessee to the lessor on or before the execution hereof (the receipt whereof the lessor hereby acknowledges)] * the lessor hereby demises unto the lessee ALL THAT PIECE OR PARCEL OF LAND described as follows

Name of Land	Tikina	Province	Area
VATURU DAM SITE	VATURU	ВА	340.0000 ha (subject to survey)
	ing Land donor i	Lander and Estimate	l-ak-l

owned by the MATAQALI: NAKAUVADRA, TOKATOKA: QOQA MATAQALI: QOQA, TOKATOKA: QOQA

be the area a little more or less and contained within the boundaries more particularly delineated and marked on the plan hereto annexed and edge YELLOW (hereinafter called "the land") EXCEPTING AND RESERVING all the matters contained in the First Schedule hereto TO HOLD the same unto the lessee from the 1st day of October, 1979 for the term of Ninety Nine (99) Years YIELDING AND PAYING therefore unto the lessor the yearly rent of \$14,262.00 (Fourteen Thousand Two Hundred Sixty Two Dollars) and shall be due on the execution hereof]* subject to reassessment as hereinafter provided.

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) To pay the rent hereinbefore reserved at the times and in the manner aforesaid without any deduction whether formally demanded or not.
- (b) To pay an annual Lease Administration fee of \$56.25 (Fifty six dollars twenty five cents) or such amount as may be assessed by the Board thereafter;
- (c) Not to use the land for any purpose other than for: **DAM SITE**
- (d) To bear pay the discharge all existing and future rates taxes or assessments duties impositions and outgoing whatsoever imposed or charged upon the land and premises or upon the owner or occupier thereof.
- (e) Not to do or permit in connection with the land anything in contravention of any written law.
- (f) To indemnify the lessor against all claims, demands, expenses and liabilities in connection with the land and to pay the costs charges and expenses incurred by the lessor in abating a nuisance or for remedying any other matter in connection with the land in compliance with any requirements imposed by or under any written law.
- (g) To permit the lessor or its employees or agents at all reasonable times to enter upon the land and into any buildings thereon in order to view the state thereof.

- (ii) Notwithstanding the provisions of sub-paragraph (5) (b) of Regulation 13 of the Value of the following improvements to the land (in respect of which the sum of \$(words) paid by the lessee to the lessor by way of [a part of] the premium pain at the commencement of this lease) shall be disregarded at any such reassessment:-
- (b) That if and whenever during the term of the lease-
 - (i) any rent hereby reserved or made payable or any part thereof shall be in arrears and unpaid for one month next after becoming payable (whether formally demanded or not):
 - (ii) there shall be any breach, non-performance or non-observance of any of the covenants on the part of the lessee herein contained or implied by virtue of the Native Land Trust (Leases and Licenses) Regulations 1984.
 - the lessee, being an individual, shall become bankrupt or, being a company, shall enter into compulsory or voluntary liquidation (save for the purpose of amalgamation or reconstruction of a solvent company);
 - (iv) a receiver of the lessee shall be appointed or the lessee shall enter into any composition or arrangement with the lessee's creditors; or
 - the lessee shall suffer any distress or execution to be levied on his goods; then, and in any such case, it shall be lawful for the lessor at any time thereafter, and notwithstanding the waiver by the lessor of any previous right of re-entry, to re-enter into and upon the land or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine, but without prejudice to any rights or remedies which may have accrued to the lessor against the lessee or to the lessee against the lessor in respect of any antecedent breach of any of the covenants herein contained.
- (b) The Lessor should levy an Arrears Collection Fee if an when an action for recovery shall be in arrears as at (b) (i) above is undertaken.
- (c) That if an whenever during the term of the lease, the rental shall be in arrears over 12 months, the Lessor shall levy interest thereon at the rate of 12% (Twelve percent) per annum, or at the market rate.
- (d) That this lease may be terminated by the lessor in accordance with the provisions of Regulation 15 of the Native Land Trust (Leases and Licences) Regulations 1984 as Set out in the Third Schedule hereto.
- (e) That the lessor may by six months notice in writing resume possession without Compensation of any part of the land which the lessor deems necessary for the making of a road or way to enable the development of any other land but so that the land so resumed shall not exceed one-twentieth part of the whole of the land and shall not be land upon which any building has been erected or which is used as a garden for the better enjoyment of such building.
- (f) That in this lease, except where a contrary intention appears, words and expressions In the singular include the plural and words and expressions in the plural include the singular.

FIRST SCHEDULE

(Matters Excepted and Reserved)

- (a) Unto the lessor all timber and timberlike trees sand gravel common stone limestone coral and clay except as here in provided on or under the land together with full power for the persons entitled to such things to work and get the same either by entry on the surface or by underground workings and unto the Crown the minerals as defined in the Mining Act (Cap. 146) and mineral oil.
- Unto the lessor the right and unto all other persons granted by the lessor a similar right as well before as after the commencement of this lease in common with the lessee his servants and licensees full right and liberty from time to time and at all times and for all purposes to pass and repass with or without vehicles or animals over and along the road or way coloured brown on the plan hereto annexed.
- Unto the lessor its employees or agents or any other person so authorized full right and liberty from time to time and at all times to enter with or without vehicles upon any electricity reserve affecting the land for the purposes of inspecting repairing renewing or erecting any pole tower pylon cable or other appliance attached

It shall be implied in every lease of native land commencing on or after the commencement of these Regulations that where the land demised is required by the Board for development (whether by the Board or otherwise) involving any use of the land, in whole or in part, which is materially different from the purpose for which the land was demised and in respect of which permission has been granted under the Town Planning Act, the Board may terminate the lease and resume possession of the land on the 30th day of June or the 31st day of December in any year during the term of the lease by notice in writing served on the lessee not later than one year before the date on which the Board desires to resume possession of the land, without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

If, on the termination of a lease of native land in pursuance of paragraph (1), the lessee shall have paid the rent thereby reserved and payable and shall have reasonable performed and observed the terms, conditions and covenants therein contained, the lessee shall be entitled to be paid by the Board

by way of compensation -

(2)

(c)

(b)

(a) such sum as might reasonable be expected to be obtained in the open market by a willing seller from a willing purchaser in consideration for the transfer of the lease as at the date of resumption of possession by the Board and as if the notice referred to in paragraph (1) had not been served (any improvements to the land executed after the date of such notice being disregarded); and

(b) such sum as represents the total amount of the unavoidable other loss incurred by the lessee in consequence of the exercise by the Board of its powers under this regulation, including, in

particular, but without prejudice to the generality of the foregoing-

(i) loss or expenses incurred by the lessee in respect of the removal or sale of his household goods, chattels or livestock on, or used in connection with the demised land and in respect of his re-establishment in a comparable property in Fiji.

(ii) the loss of the goodwill suffered by any business carried on by the lessee from or on the land demised by reason of the transfer or closure of that business resulting

from the lessee's quitting of the demised land; and

(iii) incurred in respect of legal and other professional services in connection with the preparation of the lessee's claim for compensation hereunder (not being costs of any arbitration to determine any question arising under this regulation); and

The full amount of any compensation payable by the lessee to any sub-lessee of the demised land or any part thereof in pursuance of paragraph (3).

Where a lease of native land has been terminated in pursuance of paragraph (1) and the demised land or any part thereof was at the date on which the lease was so terminated in the possession of a sub-lessee with the written consent of the Board, the lessee shall be liable to

pay to the sub-lessee such sum as the Board would have been liable to pay to the sub-lessee under sub-paragraph (a) and (b) of paragraph (2) had the sub-lessee been the lessee of that

land or that part thereof.

(3) The right of the Board to terminate a lease by virtue of the condition implied therein by paragraph (1) shall also be exerciseable in respect of part only of the demised land as if any reference in the foregoing provisions of this regulation to the demised land included a reference to a part thereof; and in the event of such right being exercised in relation part only of the demised land the lessee shall be entitled—

(a) to a reduction of the rent in such amount as shall be agreed by the parties, or, should they fail to agree by such amount as shall be settled by arbitration in pursuance of regulation 21;

subject to the provisions of paragraph (5), to surrender the remainder of the demised land, in which case the provisions of paragraphs (2) and (3) shall have effect as if such right as aforesaid had been exercised in relation to the whole of the demised land.

(4) Sub-paragraph (b) of paragraph (4) shall not apply where the Board has served notice to resume possession of part of any demised land in pursuance of that paragraph and that part of that land is less than one-quarter of the size of the whole of that land unless, by reason of the severance of that part, the remainder of the demised land is no longer suitable for the purpose for which it was demised to the lessee.

APPENDIX 3

Petition Signatures

YAVWOR - NIW - CO

Public Petition on VATURU DAM

Vaturu Dam is next to the Savuanamba Creek and is located in the Western Division, Fiji.
The Nadi/Lautoka water supply system comprises of the urban and rural areas of Nadi and Lautoka extending from Momi in Nadi to Teidamu Hill in Lautoka city. Between Nadi and Lautoka a number of larger settlements have come up during the last decade. Today more than 180,000 people live in the Nadi and Lautoka area, almost a quarter of Fiji's population. The water for the present population is mainly supplied by the Vaturu dam.
population. The water for the present populations, 177
That the Fijian Parliament urgently launches an investigation into the acquisition of the Vatura Dam and the unfair acquisition of other parcels of registered land surrounding the Dam
That investigations also be launched into the grant of fair annuity drawing into account the new value of land to the designated lease holders, and that fair compensation be given in full to all affected
We would like this petition submitted in Parliament at the May Parliamentary Sitting of 2015 so we
request that on collecting all the signatures you send this petition form to the following address in a sealed envelope before or on Monday, 13 May 2015.
OPPOSITION CHAMBERS
PARLIAMENT OF FIJI
GOVERNMENT BUILDINGS
SUVA
SOVA
BY PLACING YOUR SIGNATURE AND DETAILS ON THIS DOCUMENT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PETTION SET OUT ABOVE AND ALSO THE FOLLOWING:
THE THAT YOU ARE SITUED 40 YEARS OF AGE OR OVER
 THAT YOU CONFIRM THAT YOU ARE EITHER 18 YEARS OF AGE OR OVER. THAT YOU HAVE NOT BEEN COERCED OR FORCED TO PROVIDE YOUR SIGNATURE AND
DETAIL & THIS DETITION
3. THAT STRICTLY NO MONEY OR DONATION IN KIND HAS BEEN OFFERED OR EXCHANGED FOR YOUR SIGNATURE. PLEASE NOTE: THAT WE, AS A GROUP INITIATING THIS PETITION DO NOT AND WILL NOT CONDONE OR ACCEPT RESPONSIBILITY FOR SUCH CONDUCT OR
LOGGE MOURRED AS A DESUIT
THAT YOU ACKNOWLEDGE THAT THE PETITION WAS READ AND/OR EXPLAINED TO TOO
IN THE LANGUAGE YOU ARE MOST FAMILIAR WITH.
Name of Signature Collector:
Phone Contact: For any urgent queries email: laisani_q868@yahoo.com or peterwaqa@gmail.com

N.	Printed Name	Signature	Address and Content		
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PLEASE POST OR PERSONALLY DELIVER THIS FORM TO THE FOLLOWING ADDRESS IN A <u>SEALED</u> ENVELOPE

BEFORE OR ON 30TH APRIL 2015

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Public Petition on VATURU DAM

	Public Petition on VATURO DAM
MATARALI	NABOCANA TOKATOKA: NA RANJANA / YAMSA: NAREI RETYAGA
	Vaturu Dam is next to the Savuanamba Creek and is located in the Western Division, Fiji.
BACKGROUND	The Nadi/Lautoka water supply system comprises of the urban and rural areas of Nadi and Lautoka extending from Momi in Nadi to Teidamu Hill in Lautoka city. Between Nadi and Lautoka a number of larger settlements have come up during the last decade.
	Today more than 180,000 people live in the Nadi and Lautoka area, almost a quarter of Fiji's population. The water for the present population is mainly supplied by the Vaturu dam.
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WHAT WE ARE	That the Fijian Parliament urgently launches an investigation into the acquisition of the Vatura Dam and the unfair acquisition of other parcels of registered land surrounding the Dam
ASKING FOR:	That investigations also be launched into the grant of fair annuity drawing into account the new value of land to the designated lease holders, and that fair compensation be given in full to all affected land owners.
erie Meteorie	We would like this petition submitted in Parliament at the May Parliamentary Sitting of 2015 so we request that on collecting all the signatures you send this petition form to the following address in a sealed envelope before or on Monday, 18 May 2015.
	OPPOSITION CHAMBERS PARLIAMENT OF FIJI GOVERNMENT BUILDINGS SUVA
	BY PLACING YOUR SIGNATURE AND DETAILS ON THIS DOCUMENT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PETTION SET OUT ABOVE AND ALSO THE FOLLOWING:
WHAT YOU SHOULD KNOW BEFORE YOU	1. THAT YOU CONFIRM THAT YOU ARE EITHER 18 YEARS OF AGE OR OVER. 2. THAT YOU HAVE NOT BEEN COERCED OR FORCED TO PROVIDE YOUR SIGNATURE AND DETAILS THIS PETITION.
SIGN:	3. THAT STRICTLY NO MONEY OR DONATION IN KIND HAS BEEN OFFERED OR EXCHANGED FOR YOUR SIGNATURE. PLEASE NOTE: THAT WE, AS A GROUP INITIATING THIS PETITION DO NOT AND WILL NOT CONDONE OR ACCEPT RESPONSIBILITY FOR SUCH CONDUCT OR
	LOSSES INCURRED AS A RESULT. 4. THAT YOU ACKNOWLEDGE THAT THE PETITION WAS READ AND/OR EXPLAINED TO YOU IN THE LANGUAGE YOU ARE MOST FAMILIAR WITH.
	Name of Signature Collector: 84346
	Phono Contact: For any urgent queries email: laisani_q868@yahoo.com or peterwaqa@gmail.com

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Public Petition on VATURU DAM

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	Phone Contact: For any urgent queries email: laisani_q868@yahoo.com or peterwaqa@gmail.com
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PLEASE POST OR PERSONALLY DELIVER THIS FORM TO THE FOLLOWING ADDRESS IN A <u>SEALED</u> ENVELOPE BEFORE OR ON 30TH APRIL 2015

NANUKU

Public Petition on VATURU DAM

	Li II M. Lan Division Fill
	Vaturu Dam is next to the Savuanamba Creek and is located in the Western Division, Fiji.
BACKGROUND	The Nadi/Lautoka water supply system comprises of the urban and rural areas of Nadi and Lautoka extending from Momi in Nadi to Teidamu Hill in Lautoka city. Between Nadi and Lautoka a number of larger settlements have come up during the last decade.
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WHAT YOU SHOULD KNOW BEFORE YOU	1. THAT YOU CONFIRM THAT YOU ARE EITHER 18 YEARS OF AGE OR OVER. 2. THAT YOU HAVE NOT BEEN COERCED OR FORCED TO PROVIDE YOUR SIGNATURE AND DETAILS THIS PETITION. 1. THAT YOU CONFIRM THAT YOU ARE EITHER 18 YEARS OF AGE OR OVER. 2. THAT YOU CONFIRM THAT YOU ARE EITHER 18 YEARS OF AGE OR OVER. 2. THAT YOU CONFIRM THAT YOU ARE EITHER 18 YEARS OF AGE OR OVER. 2. THAT YOU CONFIRM THAT YOU ARE EITHER 18 YEARS OF AGE OR OVER. 2. THAT YOU HAVE NOT BEEN COERCED OR FORCED TO PROVIDE YOUR SIGNATURE AND DETAILS.
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	Phone Contact: For any urgent queries email: laisani_q868@yahoo.com or peterwaqa@gmail.com

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34	Warsea Romai		Nagado Village	1,001	14/9/10
35	Eyel Norta	Malla	Magado VIllago	180%	2
36	Isaia Saukovami	I:Saukova	Nagado village	2001	14/05/22,K-
37	Lata Saukova mos	Ban Keve	Nagado village	%001	14 /05/1/
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42	Joha Dawai	J. Dawni	Nagado Village	9,001	14/02/10
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74	74 Removani. Nasaku	Hasaku.	Nasabo wilde	· village	160 %	14/65/13
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Public Petition on VATURU DAM

Vaturu Dam is next to the Savuanamba Creek and is located in the Western Division, Fiji. The Nadi/Lautoka water supply system comprises of the urban and rural areas of Nadi and Lautoka extending from Momi in Nadi to Teidamu Hill in Lautoka city. Between Nadi and Lautoka a number of larger settlements have come up during the last decade. BACKGROUND Today more than 180,000 people live in the Nadi and Lautoka area, almost a quarter of Fiji's population. The water for the present population is mainly supplied by the Vaturu dam. That the Fijian Parliament urgently launches an investigation into the acquisition of the Vatura Dam and the unfair acquisition of other parcels of registered land surrounding the Dam WHAT WE ARE That investigations also be launched into the grant of fair annuity drawing into account the new value ASKING FOR: of land to the designated lease holders, and that fair compensation be given in full to all affected land owners We would like this petition submitted in Parliament at the May Parliamentary Sitting of 2015 so we request that on collecting all the signatures you send this petition form to the following address in a sealed envelope before or on Monday, 18 May 2015. OPPOSITION CHAMBERS PARLIAMENT OF FIJI GOVERNMENT BUILDINGS **SUVA** BY PLACING YOUR SIGNATURE AND DETAILS ON THIS DOCUMENT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PETTION SET OUT ABOVE AND ALSO THE FOLLOWING: THAT YOU CONFIRM THAT YOU ARE EITHER 18 YEARS OF AGE OR OVER. WHAT YOU SHOULD KNOW THAT YOU HAVE NOT BEEN COERCED OR FORCED TO PROVIDE YOUR SIGNATURE AND BEFORE YOU DETAILS THIS PETITION. THAT STRICTLY NO MONEY OR DONATION IN KIND HAS BEEN OFFERED OR EXCHANGED SIGN FOR YOUR SIGNATURE. PLEASE NOTE: THAT WE, AS A GROUP INITIATING THIS PETITION DO NOT AND WILL NOT CONDONE OR ACCEPT RESPONSIBILITY FOR SUCH CONDUCT OR LOSSES INCURRED AS A RESULT. THAT YOU ACKNOWLEDGE THAT THE PETITION WAS READ AND/OR EXPLAINED TO YOU IN THE LANGUAGE YOU ARE MOST FAMILIAR WIT Name of Signature Collector: 84034/6 For any urgent queries email: laisani_q868@yahoo.com or peterwaqa@gmail.com **Phone Contact:**

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Read Conditions on Page 1 Before You Sign

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APPENDIX 4 Summary of Oral and Written Submissions

1. Summary of Oral and Written Submissions by the Committee

The committee had gathered after hearing from the submissions made by the relevant stakeholders, that in order to solve the problem for the Vaturu Dam is for the registered surveyors under the Ministry of Lands to survey the land boundaries that is being disputed by the landowning units concerned.

1.1 Submission One: Honourable V Gavoka and the Vaturu Landowners

Strongly recommended a revisit to the Vaturu Dam by the relevant stakeholders to address land disputes, claims and counter claims.

1.2 Submission Two: Mr M Selasusu

The Committee noted from Mr Selasusu stateman that there were altogether four (4) mataqali that owned the land where the Vaturu dam sits. They are; 1) mataqali Navuke,mataqali Nasaulu,mataqali Nalotawa and mataqali Naivua. All the mataqali signed for the agreement of the land to be developed but money was only paid to mataqali Qoqa who claimed to be the rightful owner of the land .lt is now over 36 years ,nothing had been paid to the 4 mataqali whose land was God given, for the fair acquisition of their land.

1.3 Submission Three: Ministry of Lands & Mineral Resources

The Ministry clarified that the four(4) leases issued were agreement for leases only and the committee noted the lease issued were not surveyed. To determine the lease, the lease boundaries by survey and therefore due compensation be distributed to rightful land owning units. This cannot be affected because the surveyors were prevented and threatened by the landowners. The i-TLFC should resolve this issue first.

1.4 Submission Four: i-Taukei Land & Fisheries Commission

Confirmed the ownership of the land by "Mataqali Qoqa" (land owning unit) as clarified by the Veitarogi Vanua of 14th April 1979 records. The Commission acknowledged the existence of a faction that also laid claim to the land in question.

1.5 Submission Five: i-Taukei Lands Trust Board

Strongly claimed the government surveyors need to act decisively to ascertain the land boundaries and therefore resolve the land dispute issue.

1.6 Submission Six: Integrated Task Force

Confirmed that the solution to the Vaturu Dam is to engage a Task Force consisting of all stakeholders including the land owners and to conclude the survey.