

STANDING COMMITTEE ON NATURAL RESOURCES



REPORT ON THE PETITION REGARDING THE VATURU DAM



PARLIAMENT OF THE REPUBLIC OF FIJI
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TABLE OF CONTENTS

Chair's Foreword.....	3- 4
Recommendations.....	5
List of acronyms.....	6
1.0 Chapter 1: Introduction.....	7
1.1 Background.....	7
1.2 The Standing Committee on Natural Resources	7
1.3 Committee Members	8
2.0 Chapter 2: Oral and Written Submission.....	8
2.1 Summary of Oral Submissions	8
2.1.1 Submission One - Honourable V Gavoka & Vaturu Dam Landowners.....	8-9
2.1.2 Submisison Two - Mr. M Selasusu	9-10
2.1.3 Submission Three - Ministry of Lands &Survey.....	10
2.1.4 Submission Four -iTaukei Lands & Fisheries Commission,	10
2.1.5 Submission Five - iTaukei Lands Trust Board.....	11
2.1.6 Submission Six- Clarifications by Government Statutory Organisations.....	11-12
3.0 Chapter Three: COMMITTEE'S OBSERVATIONS AND DELIBERATIONS.....	12-13
4.0 Miscellaneous	13
5.0 Gender Analysis.....	13
6.0 CONCLUSION.....	13-14
Appendix 1 List of Submissions	
Appendix 2 _Vaturu Dam Lease, Vaturu Catchment Area, Vaturu Dam Quarters Site Lease	
Appendix 3 Petitioners Signatures	
Appendix 4 Summary of Oral & Written Submissions	

CHAIR'S FOREWORD

I am pleased to present the fourth report of the Parliament's Standing Committee on Natural Resources on the Petition regarding the grievances of landowners at Vaturu Dam to unfair determination of land boundaries and land ownerships that was presented to Parliament by the Honourable Viliame Gavoka.

The Parliamentary Standing Committee under the 2013 Constitution and Parliament Standing Orders aims to enhance and uphold transparency and accountability across all Public Agencies and Officials in the conduct and performance of their duties and responsibilities.

The construction of Vaturu Dam was one of the major achievements of the Alliance Government under the leadership of Ratu Sir Kamisese Mara in 1979. The capacity of the Vaturu Dam then was the answer to stop the repeated calls for emergency water deliveries and supply the very much needed clean and safe drinking water from Teidamu in Lautoka to Momi in Nadroga.

The Vaturu Dam Project was constructed according to plans and completed within its scheduled timeframe. There were four leases made by Government through the Ministry of Lands and Mineral Resources to the fourteen (14) land owning units of Vaturu. These four (4) leases issues were merely Agreement to Lease documents subjected to proper surveys so that Registered Lease final documents can be issued.

The four (4) leases issued as Agreement to Lease were for the following:

1. Water Treatment Plant at Nagado,
2. Water Pumping Station at Nagado,
3. Road access from Vaturu Dam to Nagado Water Treatment Plant, and
4. Vaturu Dam Catchment and Dam area.

The bipartisan Standing Committee unanimously agreed on a timetable to call all relevant stakeholders, and to hear their views and analysis of the grievances of landowners at Vaturu Dam to unfair determination of land boundaries and land ownerships.

The Report examines all oral and written submissions from the following Ministries and Organisations:

1. Ministry of Public Enterprises
2. Ministry of Infrastructure and Transport
3. Ministry of Rural and Maritime Development & National Disaster Management
4. Ministry of Lands & Mineral Resources
5. Ministry of Local Government & Environment

6. Ministry of iTaukei Affairs
7. iTaukei Lands Trust Board

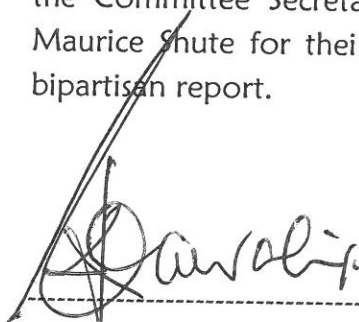
The grievances received through this Vaturu Dam petition is a direct result of the unresolved surveys of the fourteen (14) land boundaries and the right issues of proper documentations to support the leases acquired and the fair distribution of rental proceeds.

The Vaturu Dam was constructed in 1979 and since then has sustained the sourcing and delivery of clean and safe drinking water from Teidamu in Lautoka to Momi in Nadroga. The Committee is recommending for Parliament approval to spearhead an Integrated Taskforce Team of all relevant stakeholder to realise and bring these pending Vaturu Dam issues to a successful conclusion.

On behalf of the Honourable Members of the Standing Committee on Natural Resources, I would like to sincerely express our gratitude and appreciation to all those Ministries, Departments and Organisations who willingly made oral and written submissions and attended our interviews. This final report is the declaration of the voluntary commitment and time of groups and individuals making submissions and appearing before the Committee interviews. This was clearly manifest in the high quality of submissions and answers received during the Committee interview sessions.

I wish to genuinely extend my gratitude and appreciation to the Honourable Members of the Standing Committee on Natural Resources, my Committee colleagues Hon. Ro Kiniviliame Kiliraki MP (Deputy Chair), Hon. Alivereti Nabulivou MP (Member), Hon. Jiosefa Dulakiverata MP (Member) and Hon. Samuela Vunivalu MP (Member). I also wish to acknowledge and thank Hon. Ratu Sela Nanovo MP, Alternate Member for Hon. Jiosefa Dulakiverata.

Finally, I wish to sincerely thank the Committee Secretary, Ms Akanisi Rumasakea and the Committee Secretariat Staff, Mr Kitone Bete, Mr Penijamini Valebuli and Mr Maurice Shute for their steadfast support and assistance with the production of this bipartisan report.



HON. CMDR JOWELI R CAWAKI
CHAIRMAN

RECOMMENDATIONS

1. Lack of will to resolve the survey boundaries by the relevant stakeholders is reflective of non-committal to address volatile but solvable land disputes. This issue is long overdue and must be resolved once and for all to the endorsement of all stakeholders.
2. That an Integrated Taskforce headed by the Natural Resources Committee to be formed and to meet with landowners in Vaturu in fast tracking the survey and issue of leases to the fourteen (14) LOU, who own land at the Vaturu Dam site and the catchment area.
3. That the completion of the survey will determine the true and rightful ownership of land disputed as per the petition.
4. That parliament approves the formation and operation of the Integrated Taskforce to meet with the landowners and stakeholders in bringing to a close the Vaturu Dam issues.
5. The Taskforce would be answerable to the Natural Resources Committee.
6. The boundaries should be confirmed by the survey.
7. The Taskforce should meet with the landowners and other stakeholders to ascertain their views more fully as part of this process.
8. The Taskforce should otherwise be able to inform itself as it sees fit. In particular, it should be authorized to engage other technical experts to assist it with its tasks.
9. The Taskforce should also consider compensating the landowners of standing trees on the water catchment area based on volume assessment by the Department of Forestry.
10. The dam site is currently being leased. Since this land will not be utilised for agricultural purposes at the expiry of the lease, the iTLTB should advise the LOU of whether this is a better option than outright purchase.

LIST OF ACRONYMS

i TLTB	i Taukei Lands Trust Board
i TLFC	i Taukei Lands Fisheries Commission
ITF	Integrated Task Force
LOU	Land Owning Unit
i TLCRC	i Taukei Lands Commission Resources Committee

1.0 INTRODUCTION

1.1 Background

On Wednesday 20th May 2015, the Honourable Viliame Gavoka tabled the petition to Parliament. The petition was signed by five hundred and nine (509) land owners of Nagado and Natawa villages in Nadi. The petition relates to their grievances on the land of which the Vaturu Dam sits.

The committee heard four (4) written and oral submissions from the petitioners and government agencies from the 21st to the 29th July, 2015. The stakeholders were called together again on the 30th of July, 2015 for further clarification on their initial submissions.

1.2 The Standing Committee on Natural Resources

The Committee is a standing committee of the Fijian Parliament and was established under Section 109(2) (c) of the Standing Orders (SO) of the Parliament of the Republic of Fiji. The Committee comprises five Honourable Members, drawn from both the Government and the Opposition Parties.

The Committee is mandated to examine matters related to forestry, agriculture, mining environment fisheries, water and marine services and their administration, the Constitution, policing and human rights. Section 110(1) d of the SO mandates the Committee to consider petitions and papers referred to the committee in accordance with Standing Orders 37 and 38.

On Wednesday 20th May 2015, the Honourable Viliame Gavoka introduced the petition to Parliament for consideration.

The House resolved that the petition be committed to the Standing Committee on Natural Resources to review and report back to Parliament.

1.3 Committee Members

The members of the Standing Committee on Natural Resources Committee:

- Hon. Joeli Cawaki, Assistant Minister for Rural and Maritime Development and National Disaster Management MP (Chairman)
- Hon. Ro Kiniviliame Kiliraki MP (Deputy Chairman)
- Hon. Alivereti Nabulivou MP (Member)
- Hon. Samuela Vunivalu (Member)
- Hon. Jiosefa Dulakiverata (Member)

2.0 ORAL AND WRITTEN SUBMISIONS

2.1 Summary of all Oral Submissions

2.1.1 Submission One: Honourable Viliame R Gavoka & the Vaturu Landowners

In a traditional village setting, through tradition, through land ownership, through what the iTaukei know as people, that the land was theirs. It belonged to all the people, a certain part belonged to the land owning unit and to the various land owning units. That was not taken into consideration when the iTLTB came that time to Vaturu and decided to convert the land for the water project. The request to the committee was to revisit that issue and to find out exactly who owned that “*kovukovu*” (*reserve*).

- I. What appears here was that under a reserved status, the land was leased to the authorities to develop the dam. It should have been de-reserved because about eight or seven land owning units owned that “*kovukovu*” in a traditional way. Somehow it was done in a manner that without de-reserving it, it was developed and the ownership and its benefits appeared to accrue only to one of the land owners unit, “*Mataqali Qoqa*” in this case. The landowners would plead to the Committee to go out to the extended areas to the extent possible to determine who the rightful owner of the Vaturu Dam.
- II. Another issue that emerged was the extinction of a LOU and where a lot of anomalies were seen in the way the portion of that extinct land owning unit was given to another mataqali.

- III. The Committee saw that one of the anomalies highlighted was that, particularly for land owning unit “Qoqa” in a block of land they have their blocks on both sides of the Vaturu dam. This is being argued about by all the landowners of the Vaturu Dam. So the question lies in some of the surveys and some of the boundaries that had been established earlier. In the traditional sense, if you have that piece of land this side you cannot have the one on the other side. You cannot claim both. *“e dua tiko ga e nomudou e tiko e yasana qo, e sega ni rawa ni nomudou e yasana qo, me nomudou talega na yasana ya. E va tiko oqo na nodra rai na lewe ni vanua”*

There were about seven or eight *mataqalis*’ who owned the land, people felt for the *mataqalis*’ the way the land was handled. They were ignored or rather knew how people were at the village level; they were very passive, *“na veirokorokovi, na veidokadokai,”* people’s response was *“yes, let’s go for it.”* But that was 1979, it was different today. It was the leaders to open this up and really determined the true ownership of it, from there, ensured that everyone was well compensated or everyone was part of this water scheme in a meaningful way. Other issues will emerge, like a *mataqali* that had extinct. There were a lot of anomalies in the way the portion of that extinct.

The landowners continued with grievance that their voices were not heard and efforts were not being made by the leaders to establish the true status of the land at Vaturu.

2.1.2 Submission Two: Mr. M Selasusu

A Spokesman of the Vaturu Land

Mr. Selasusu stated that here 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. It 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.

Mr. Salasusu believed that their meeting with the Committee on Natural Resources in Parliament gave the consent that Vaturu dam matter would be solved amicably by government, the relevant stakeholders and the land owning units concerned for the fair acquisition of land where the Vaturu dam sits.

2.1.3 Submission Three: Ministry of Lands & Survey

Deputy Secretary, Operations – Mr. Malakai
Chief Valuer – Mr. Teke Ka’ake
Surveyor General – Mr. David Chang

As mentioned by the above presenters, the Vaturu Dam was under the iTaukei land or native land in which a total of four (4) leases had been issued by iTLTB for the whole area of Vaturu Dam. The term of the leases were ninety nine (99) years that had been issued by iTLTB to the State and administered by Lands Department through the Valuation Section.

The four leases (4) that had been issued and agreement for leases had been issued by iTLTB. The committee noted the lease issued was not yet a surveyed lease so that a registered lease could be issued. It was an agreement for lease for the whole four (4) leases. On the issue of the payment of compensation from the construction of the public road to connect the dam site to the Nagado Water Treatment Plant, this was part of the acquisition that had been undertaken by our Valuation Section of the Ministry of Lands. There was a total of fourteen (14) LOU that were included in the whole Vaturu Dam and various LOU owned the portions that were within those four (4) leases.

It was highlighted by the presenters, that the Ministry of Lands had sent out their surveyors to Vaturu Dam to survey the actual boundaries of the leases so that the leases are demarcated on the ground and registered accordingly. It was during that process, that the surveyors had been stopped by some of the landowners who were disputing about their land owning unit boundaries. Some of the leases issued have land owned by two (2), three (3) or four (4) land owning units. As mentioned, some of the lands within each lease are claimed by 2, 3 or 4 LOU. Since that was outside the jurisdiction of the Lands Department in terms of determining the actual boundaries of the “*Mataqali*”, the Ministry of Lands officials backed out from carrying on with the survey because they would like the matter to be resolved by the iTLFC first. It was the matter for the iTLFC to resolve and this is where the Vaturu Dam issue is at currently.

2.1.4 Submission Four: iTaukei Lands & Fisheries Commission

Mr. Tevita Cokanasiga,
Principal Administrative Officer

It was strongly stated by Mr. Cokanasiga, the disputed land was owned by the “*Mataqali Qoqa*”. This was clarified and shown during the *Veitarogi Vanua* held in the village on the 15th April, 1914. Nevertheless, there were a faction of the mataqali who still claimed that they were the rightful ownership and owned majority of the land lease of the Vaturu Dam.

2.1.5 Submission Five: iTaukei Lands Trust Board

**Mr. Solomon Nata, Deputy General
Manager, Operations**

First the committee noted that this was strongly stated by the iTLTB official that the government surveyors need to act to ascertain and confirm ownership of the land boundaries, redefined it with the LOU members as most of the land owning unit members do not know the extent of their boundaries

Secondly, the committee also noted that the ownership of the land in which the Vaturu Dam sits, had to be confirmed by the "*Veitarogi Vanua*" of the iTLFC as there were claims that some "*yavusa*" owned the whole area and the disputed land was reserved to them.

Thirdly, as strongly emphasized by the official from the iTLTB that the surveyors need to re survey the lease boundaries where the water catchments was located as the last survey of the catchment leases was done way back in 2004. As reported, the registered surveyors were in the now in the process of completing the survey in which they would be in a better position to confirm the actual boundaries of the catchment leases.

It was strongly re-emphasized by the official from the iTLTB the need to have the survey registered to resolve all the disputes and could only be resolved by the confirmation of the survey whether it is the survey of the boundary or the redefinition of the iTLFC boundary.

2.1.6 Submission Six: Clarification by Government & Statutory Organisations – iTLTB, iTLC, Min.Lands & Survey, WAF, FEA.

The committee had stated their concern at the way relevant authorities of the Vaturu Dam had been dealing with the Vaturu Dam in the past. The committee had come with the initiative of forming an Integrated Taskforce to assist in bringing the Vaturu Dam matter to a closure and to also consult the landowners as a way forward.

As stated by the iTLTB that the Task Force should start with the registration of survey to be completed urgently as that could confirm the boundaries. The official from iTLTB further stated that there was a need to confirm the boundaries, then other things could be concluded, like registration of leases and perhaps the confirmation of de-reservation as the actual boundary needs to be de-reserved.

The registration of survey, that was still pending, once those were registered as iTLTB had two major ones and three small leases, once that was registered,

the Task Force would process the registered leases and would cancel the Agreement for lease then would issue the new lease.

The committee had noted that iTLTB could not confirm the boundary, as the survey was yet to be carried out.

The iTLRC, in the case of Vaturu Dam, the LOU had been determined, and also the land boundaries were determined and surveyed. All the land parcels in the "*Tikina of Vaturu*" were all surveyed. They were surveyed land.

In the case of lease, for the Vaturu Dam, it was either the iTLTB or the Department of Lands to survey the lease boundary. The iTLFC does not get involved in the survey of the lease boundary.

In the case of dispute as stated by the iTLFC, the solution was for all the land owning units concerned with the parcel of land was to come together before the survey was done so they could be advised on the process of re-surveying. This was in the case of land owning unit boundaries.

The lease was under the iTLTB, it was the prerogative of the iTLTB or the Ministry of Lands in the case of Government leases.

It was not the determination of a new boundary, it was a re-definition of an already surveyed boundary of the LOU. That was what was being disputed as highlighted by the iTLTB.

3.0 Committee's Observations and Deliberations

3.1 The petitioners had voiced their grievances to relevant government authorities but no one took any action to resolve the issue.

3.2 The Vaturu Dam petition highlights the lack of commitment by the Ministry of Lands to resolve the land lease boundary survey issues which include boundary survey of each land owning unit within the catchment and the dam area.

3.3 The process should have included the iTLFC, iTLTB and the Ministry of iTaukei Affairs.

3.4 The Ministry of Lands should ensure that all iTaukei land leases to the State are surveyed and registered. This is to ensure that LOU receive the relevant lease money for their land. The delay in this process always caused conflicts amongst land owning units.

3.5 The role of the iTLFC is very important in this case because various land owning unit factions base their land boundary claim by challenging the authenticity of the iTaukei Lands Commission records.

3.6 The Vaturu Dam is currently being leased for ninety nine (99) years. The area had been flooded and dammed. At the expiry of the lease it will be reverted to the landowners and cannot be utilised for agricultural purposes.

4.0 Miscellaneous

The delay in resolving the land issues has resulted in conflicts within the two villages of Nagado and Natawa since 1979.

5.0 Gender analysis

The Committee took into account the provisions of Standing Order 110(2) which states:

“Where a committee conducts an activity listed in clause (1), the committee shall ensure that full consideration will be given to the principle of gender equality so as to ensure all matters are considered with regard to the impact and benefit on both men and women equally”.

The female members of the land owning units were also part of the consultation process whereby they also agreed to sign the petition.

6.0 CONCLUSION

Unfortunately, this petition is a result of unresolved survey land boundaries of the fourteen (14) land owning units covering the dam proper and catchment areas. The landowners are victims of the lack of will and commitment by responsible institutions of the government to conclude the Vaturu Dam lease. It is therefore the prerogative of the government to resolve this issue immediately by an integrated approach as recommended.

The Vaturu Dam was constructed in 1979. The petition to parliament arose because of the following difficulties and concerns:

- a) The land ownership boundaries have not been properly surveyed.
- b) There are disputes between different groups of the fourteen (14) LOU concerning the ownership of land and the precise location of boundaries and;
- c) There are concerns about the delay in formalizing land boundaries and disparities and distribution of rent.

The Way Forward in resolving the issue is a proactive approach through an Integrated Taskforce as recommended as quickly as possible.

SIGNATURES OF MEMBERS OF THE

STANDING COMMITTEE ON NATURAL RESOURCES

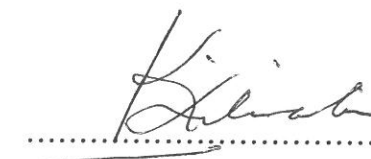
We, the members of the Standing Committee on Natural Resources agree with the contents of this report.



.....

Hon. Joeli Cawaki


(Chairperson)



.....


Hon. Ro Kiniviliame Kiliraki

(Deputy Chairperson)



.....

Hon. Alivereti Nabulivou



.....

Hon. Samuela Vunivalu



.....

Hon. Jiosefa Dulakiverata

.....

(Date)

APPENDICES

APPENDIX 1

LIST OF PRESENTERS

1. Honourable Viliame Gavoka
2. Mr M Selasusu –Landowning Unit Spokesman
3. The Ministry of Lands
4. iTaukei Lands & Fisheries Commission, Ministry of iTaukei
5. iTaukei Lands Trust Board
6. Government Statutory Organisations

APPENDIX 2

Copies of lease agreements

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	Ba	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 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

5. The Lessee hereby also agrees with the Lessor as a condition of this agreement that:

- [i] 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. *water supply departments*
- [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.
- [iv] 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.

by way of lease of sub-lease

- [v] 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 annual basis apart from the rent.*

FIRST SCHEDULE

VATURU DAM ACCESS AND CATCHMENT RESERVE

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

<u>NLC LOT</u>	<u>AREA LEASED</u>	<u>PLAN</u>	<u>PROPRIETARY UNIT</u>	<u>LOU CODE</u>
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 Mataqali Navunito	8540/3
8	511 HA	H/14,3	Tokatoka Vavalagi Mataqali Naivua	8734/3
12	86 HA	H/14,3	Tokatoka Naodamu Mataqali Navunito	8750/3
31	653 HA	H/19,1 H/14,3	Tokatoka Qoqa Mataqali Qoqa	8663/3
32A	381 HA	H/19,1 H/14,3	Tokatoka Nakauvadra Mataqali Qoqa	5953/3
2	581 HA	H/19,1 H/14,3	Tokatoka Sarava Mataqali Sarava	4480/3
1	528 HA	H/14,3	Tokatoka Nasaucoko Mataqali Nasaucoko	4477/3
	3660 HA			

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 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 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 to 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 re-establishment 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 ($\frac{1}{4}$) 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 re-assessment, 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 properly payable under the lease as from the appointed date:

Provide that this paragraph shall cease to have effect upon the parties agreeing the said rent.

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

Signed by the parties hereto this day of 2001.

SIGNED ON BEHALF OF THE LESSOR.....

(Designation)

(Witness)

SIGNED ON BEHALF OF THE LESSEE.....

(Designation)

(Witness)

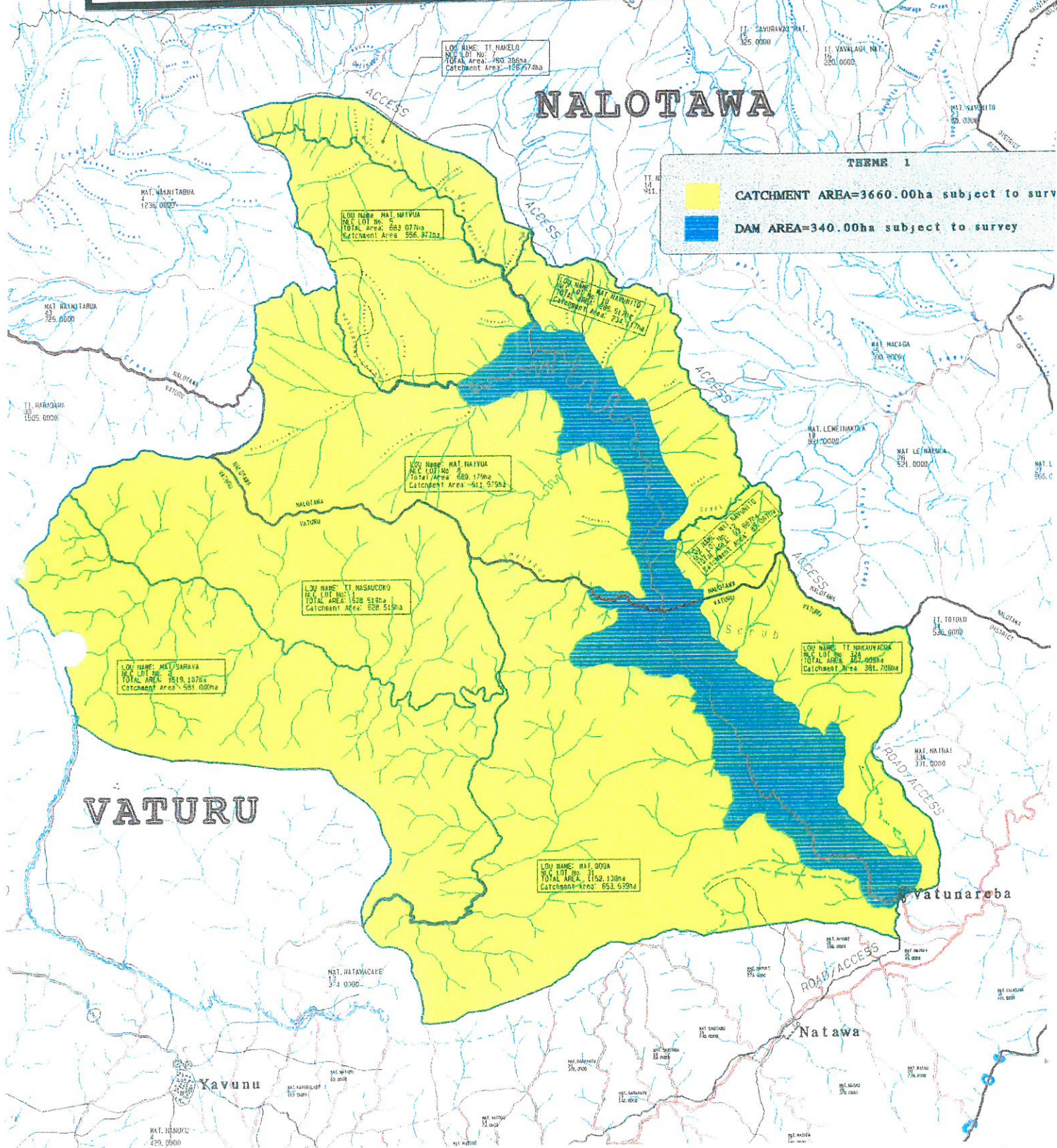
PROV: BA

LOU CODE:

SHT.REF: H/14/3,H/19/1

SLB:

NLTB REF:10/4395
DATE: 15/10/2001



6/10/6723

AGREEMENT FOR LEASE

COMMISSIONER OF STAMP DUTY
 DATE 9/12/11 STAMP DUTY PAID \$
 SIGNATURE [Signature]

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

**Regulation 12, i Taukei Land Trust (Leases and Licences)
 Regulations 1984**

THIS AGREEMENT is made BETWEEN THE i TAUKEI 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, Lands Department, Suva; (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 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	Ba	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:

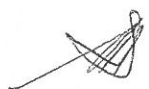
- To pay the rent hereinbefore reserved at the times and in the manner aforesaid without any deduction whether formally demanded or not.
- The tenant shall pay a yearly Lease Administration fee of \$57.50 (Fifty-seven dollars and fifty cents) or such amount as may be assessed by the Board thereafter. Such fee shall be paid half yearly in advance on the first days of January and July in every year;
- Not to use the land for any purpose other than for: **Special- Dam and Quarters Site**
- 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.

[Signature]
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[Signature]
 Mr

- (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 any electricity reserve affecting the land.
- (i) Not to carry out any development on or in relation to the land without obtaining the consent in writing of the lessor and any consent required by any written law in respect of such development; "development" for the purposes of this covenant includes:
 - (i) the carrying out of any building or engineering work designed to alter or add to any improvements to the land and,
 - (ii) any use of the land or of any improvements thereto other than purposes specified in sub-clause (b) of this clause.
- (j) To keep in good and tenantable repair all buildings together with all fixtures, fittings and all drains, sewers, gullies, cess-pits, septic tanks, soak-away, supply piping, wells, tanks, reservoirs, ponds, pumps, fences, walls, hedges, posts, bridges, culverts, water courses, ditches, roads and yards in and upon 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, sub-lease or licence or in any other manner whatsoever without the consent in writing of the lessor first had and obtained.
- (l) Within two years from the **First day of January 2002** to erect on the land, to the satisfaction of and in accordance with the plans approved in writing by the lessor, a building for **Dam and Quarters** purposes 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, such building to have a minimum external floor area exclusive of the areas of any verandah, balcony, porch or any accessory outbuilding of 75 square meters.
- (m) To keep all buildings on the land insured to their full cost of reinstatement against fire tempest and earthquake and in the event of any such building being dismantled, demolished, destroyed or damaged, from any cause within two years of the date of 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 and any other relevant legislation for the time being in force.
- (n) Not to use or permit to be used the land or any part thereof, or the building or any 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 thing 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 or disturbance of any occupier, lessee or owner of adjoining or neighboring land or 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.
- (o) Not to erect, construct or cause or permit the erection or construction of or 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 nature of the 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.
- (p) Not to permit or suffer to remain on the land any horses, cattle, goats, swine or poultry.
- (q) To keep the land clear of all refuse, rubbish, weeds and unsightly undergrowth to the Satisfaction of the lessor.

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THE LESSOR HEREBY COVENANTS WITH THE LESSEE that the lessor, in consideration of the lessee paying the rent hereby reserved and performing and observing the covenants herein contained 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 reassessable 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)

- (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.
- (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 the land for the purposes of inspecting repairing renewing or erecting any pole tower pylon cable or other appliance attached thereto.

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

- (1) Subject to paragraph (8), the Board or a lessee of any i Taukei land may, by notice in writing served 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 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.
- (3) If a counter-notice is not served in accordance with paragraph (2) 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 at the rate specified in the related notice of re-assessment, but without prejudice to a further re-assessment of the rent in accordance with this regulation.
- (4) If a counter-notice is served in accordance with paragraph (2) 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 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.
- (5) For the purposes of this regulation the rent properly payable under a lease of i Taukei land shall be the annual rent at which that land might reasonably 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 reasonably be expected to be, at the appointed date, but disregarding:
 - (a) any effect on rent of the fact that the lessee is in occupation of the land; and,
 - (b) the current value of any unexhausted improvements on the land, other than those which have a value in relation to the purpose for which the land is demised and which –
 - (i) 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
 - (iii) were in existence at the time the land was first leased.
- (6) When a notice of re-assessment (hereinafter referred to as "the first notice") is served on any party to 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.
- (7) In this regulation "the appointed date" means, in relation to any notice of re-assessment in respect of 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 –
 - (a) the date of the commencement of the term of the lease;
 - (b) the date as from which there last took effect a re-assessment made in pursuance of this regulation; and
 - (c) The date as from which there last took effect a previous direction of an arbitrator, that the rent should continue unchanged.
- (8) This regulation shall not apply in relation to a lease in which it is specifically provided that this regulation shall not do so.

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AGREEMENT FOR LEASE

PROPERTY NAME: VATURU (Pt.of) NLTB REF: 6/10/6723

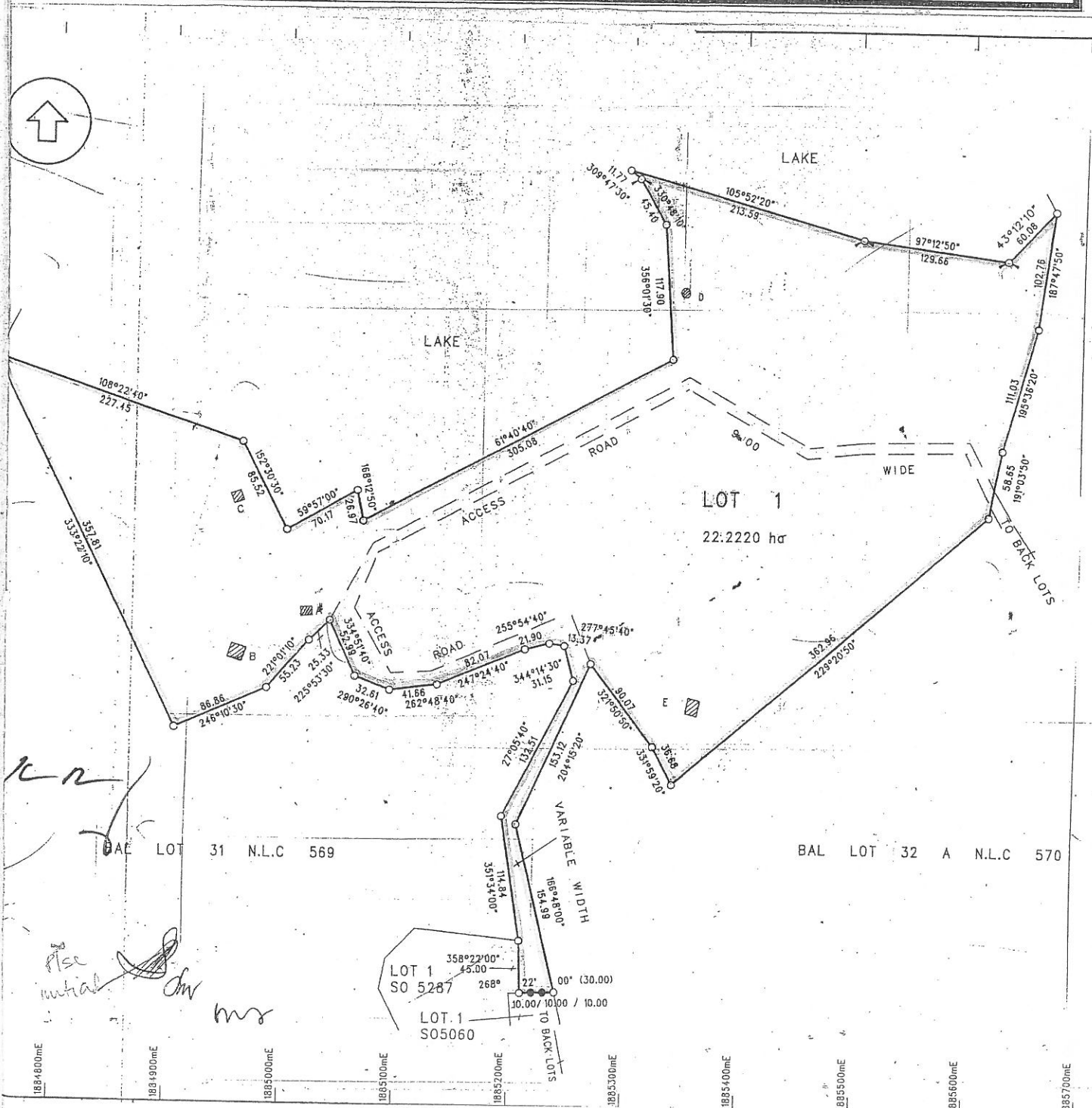
LD TIKINA: VATURU CODE: 109 PROVINCE: BA

PROPERTY CODE	LAND OWNING TOKATOKA	UNIT NAME MATAQALI	TOKATOKA 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

SCALE: 1 : 2500(Reduced)

DATE: 09 / 06 / 2010

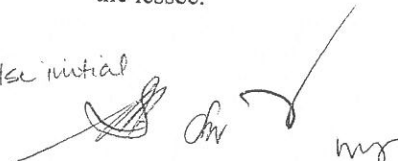
PREPARED BY: J.T



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

- (1) It shall be implied in every lease of i Taukei 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.
- (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 to 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, 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) expenses 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
 - (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). 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.
- (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 regulation to the demised land included a reference to a part thereof; and in the event of 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 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.

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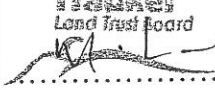
SPECIAL CONDITION

A The lessee hereby also agrees with the lessor as a condition of this agreement that:-


1. If within three months of being required so to do by notice in writing served on him by the lessor he fails to –
 - (i) 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 plan in accordance with the regulations made under that Act;
 - (ii) produce to the lessor evidence satisfactory to the lessor that the services of such a surveyor have been so engaged by him;
 - (iii) or refuses to execute the lease which he has hereby agreed to take; then this agreement shall cease to have effect, whereupon the provisions of Regulation 12 (4) shall apply.
2. In the event of it being shown by survey that the land agreed to be leased 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 day of December 2011 .

Signed on behalf of the Lessor



.....
(Designation)
Mesake Ledua
Manager Southwestern Region, Nadi

Mhalagaveti. (Witness)


.....
iTaukei
Land Trust Board
Miriam Lalagaveti
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


.....
(Director)


.....
Lands (Witness)

To: DIRECTOR OF LANDS,
SUVA.

Suva, 15. 1. 1981

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 NADI has been provisionally approved by the Native Land Trust Board on the following terms:—

13688



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:—

\$ ~~60.00 per hectare~~ (\$14,262.00 per annum)

Rental to be paid on account pending survey of land : \$ per annum.

Class of Lease I SPECIAL (WATER SUPPLY)

Owned by the Mataqali Mat. Naivua - T/T. Vavalagi (42.6 Ha); Mat. Navunito T/T. Nasagabua (11.4 Ha); Mat. Navunito - T/T. Nodamu (8.8 Ha); Mat. Qoga - T/T. Nakauvadra (85.3 Ha) Mat. Qoga - T/T. Qoga (89.6 Ha)

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.

2. 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.

3. 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.

4. 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.

5. 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.

6. Number of livestock to be limited - head.

7. 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 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 be 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.

6. 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 (Forests) 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 lease.

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.

13. 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.

14. 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.

15. On a commercial block, the lessee :—

- (a) must erect a building, to be used for commercial purposes, within a specified period;
- (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 and Tenant Act are implied and form part of this approval to lease.

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 differences whatsoever 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

THIS AGREEMENT is made BETWEEN THE NATIVE LAND TRUST BOARD of 431 Victoria Parade Suva (hereinafter called "the lessor") of the one part and DIRECTOR OF LANDS, P.O BOX 2222, Suva (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 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	BA	340.0000 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 **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 paid 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 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.
- (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.
- (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 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 thereto.

- (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 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 reasonably 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 –
- (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, 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
 - (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).
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 exercisable 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 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.
- (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

Public Petition on VATURU DAM

BACKGROUND	<p>Vaturu Dam is next to the Savuanamba Creek and is located in the Western Division, Fiji.</p> <p>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.</p> <p>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.</p>
WHAT WE ARE ASKING FOR:	<p>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</p> <p>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</p>
WHAT YOU SHOULD KNOW BEFORE YOU SIGN:	<p>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.</p> <p style="text-align: center;">OPPOSITION CHAMBERS PARLIAMENT OF FIJI GOVERNMENT BUILDINGS SUVA</p> <p>BY PLACING YOUR SIGNATURE AND DETAILS ON THIS DOCUMENT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PETITION SET OUT ABOVE AND ALSO THE FOLLOWING:</p> <ol style="list-style-type: none"> 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. 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. <p>Name of Signature Collector: _____  24/03/16</p> <p>Phone Contact: _____</p> <p>For any urgent queries email: laisani_6868@yahoo.com or peterwaga@gmail.com</p>

Read Conditions on Page 1 Before You Sign

No.	Printed Name	Signature	Address and Contact	Comment	Date
1.	VILIAME RABELE	V Rabele	9804743	100%	14/5/15
2.	VARAKISESE SEVULA	Varakise	9672995	100%	14/5/15
3.	PAULU WEIDYAN	PAULU WEIDYAN	9050467	100%	14/5/15
4.	WATAPILE VILIA: NABARA	WATAPILE VILIA: NABARA	9646277	100%	14/5/15
5.	APOROSA: NABARA	ANABARA	9104913	100%	14/5/15
6.	IISON STANLEY NO 1	IISON	9588064	100%	12/5/15
7.	SOLOMONJI DANZI	SOLOMONJI	9682508	100%	12/5/15
8.	NANISE TUNAI	TUNAI	9538064	100%	12/5/15
9.	TIMOZI NEMABI	TIMOZI	9594755	100%	12/5/15
10.	APOROSA NABARA	APOROSA	9594755	100%	12/5/15
11.	MILIANA LIMAKIA	MILIANA	9568616	100%	12/5/15
12.	NANOA NABARILEA	NANOA	8708405	100%	12/5/15
13.	NABAKI SAWACE	NABAKI	9422096	100%	12/5/15
14.	VERENIKI SAGADORA	VERENIKI	NABARA VILLAGE	100%	12/5/15
15.	MAKELESII-ROBE	MAKELESII	9667139	100%	12/5/15








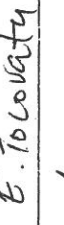





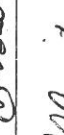


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No.	Printed Name	Signature	Address and Contact	Comment	Date
16	Manajini Mumukshu	<i>[Signature]</i>	8436990	100%	12/5/15
17	MANA NAWALE	<i>[Signature]</i>	9667130	100%	12/5/15
18	Vasemaca Tutabua	<i>[Signature]</i>	9506680	100%	12/5/15
19	VENICHA Sereyanti	<i>[Signature]</i>	NATAWA VILLAGE	100%	12/5/15
20	Prakanti Indake	<i>[Signature]</i>	NATAWA VILLAGE	100%	12/5/15
21	Anasa Valudeva	<i>[Signature]</i>	6408405	100%	12/8/15
22	GULASENI GHO NO 1	<i>[Signature]</i>	9601907	100%	12/5/15
23	Prasade Ravolaca	<i>[Signature]</i>	Natawa Village	100%	12/5/15
24	KINIVIANE MOKO NO 2	<i>[Signature]</i>	Natawa Village	100%	12/5/15
25	ANASHA NAWALE	<i>[Signature]</i>	9667605	100%	12/5/15
26	MANA NAWALE	<i>[Signature]</i>	9506209	100%	12/5/15
27	ANASA NAWALE	<i>[Signature]</i>	Natawa Village	100%	12/5/15
28	AVICHA DUAH	<i>[Signature]</i>	8410005	100%	12/5/15
29	LOOA NASHA	<i>[Signature]</i>	8470739	100%	12/5/15
30	Private - Baktar	<i>[Signature]</i>	9506209	100%	12/5/15
31	Joave Uvabone	<i>[Signature]</i>	Natawa Village	100%	12/5/15

Read Conditions on Page 1 Before You Sign

No.	Printed Name	Signature	Address and Contact	Comment	Date
32	Sobesa Wagnou - no 3	Nagoum	Natana Village	100%	12/05/15
33	Apisatomel Samouma Apisatomel		Natana Village	100%	12/05/15
34	Samouma Dile		98010744	100%	12/05/15
35	Emosi Tolovatu no 2		Natana Village	100%	12/05/15
36	LANIETA NATANA	Nagoum	NATANA Village	100%	12/05/15
37	VENIANA MOLE	Nagoum	NATANA Village	100%	12/05/15
38	Emi Vosa		NATANA Village	100%	12/05/15
39	Apeli Nipouma	A. Nipouma	NATANA Village	100%	12/05/15
40	Emosi Tolovatu	F. Tolovatu	9560209	100%	12/05/15
41	Jemessa Tontou		NATANA Village	100%	12/05/15
42	Kandini Ravulo		9601907	100%	12/05/15
43	SEREMIA MELI		NATANA Village	100%	12/05/15
44	Mereoni Kado	Kado	Natana Village	100%	12/05/15
45	MATELI DODOU		NATANA Village	100%	12/05/15
46	LAMBEKE DODOU		NATANA Village	100%	12/05/15
47	MOLELISON NATANA	Natana	NATANA Village	100%	12/05/15

Read Conditions on Page 1 Before You Sign

No.	Printed Name	Signature	Address and Contact	Comment	Date
48	SABRI SONAMEN		NATANA VILLAGES	100%	12/05/15
49	JATENO NAKUA		NATANA VILLAGES	100%	12/05/15
50	FEVITA: TUVINGA		NAGATO ✓	100%	14/5/15
51	LEMETI TANGARE		NAGATO, 9104913	100%	14/5/15
52	AUELI NIUDANA		NATANA	100%	14/5/15
53	VARAISESE SEMUKA NO.2		Natana	100%	14/5/15
54	MANOA LENAKURU		Natana	100%	14/5/15
55	FIROSI TOLOVATY NO.2		Natana	100%	14/5/15
56	ASAELI SAUSAU		8470739	100%	14/5/15
57	Mere Salele		8470739	100%	14/5/15
58	Iliaiseri Rasano		8714278	100%	14/5/15
59	SAUASENI GAO. NO.2		9552461	100%	14/5/15
60	Josefa Wagarou		9857710	100%	14/5/15
61	SUTERI VUORO		8024768	100%	14/5/15
62	Moses Cagilaba		9808710	100%	14/5/15
63	MERELITA SALELE		9649885	100%	14/5/15

Read Conditions on Page 1 Before You Sign

No.	Printed Name	Signature	Address and Contact	Comment	Date
64	Salasemi Galo no 2	Galo	Natawa Village	100%	13/05/15
65	Talica Meli	Meli	8429058	100%	14/05/15
66	Samoni Nasoki Tui	Samoni	7575370	100%	14/05/15
67	APISALONE Sausau Jnr	Api - Jnr.	Nagado Village	100%	14/05/15
68	Adi Vasiti	AVasiti	Natawa village	100%	14/05/15
69	Jonetani Seru no 1	J Seru	8474656	100%	14/05/15
70	Josese Nato no 2	Nato	8787293	100%	14/05/15
71	Ruci Dawai	Dawai	9814350	100%	14/05/15
72	Ilisoni Sankuru no 2	Sankuru	8714278	100%	14/05/15
73	Mosesa Kungidibi	Mosesa	7550716	100%	14/05/15
74	MANOA LENA KURU	Manakuru	Natawa village	100%	14/05/15
75	Danava Naudu	Danava	8787138	100%	14/05/15
76	APISALONE Sausau SUSU	Sausau	9937624	100%	14/05/15
77	JAVENNA GONENA	Javena	9864922	100%	14/05/15
78	ANASA VALUENI	ANASA	NATAWA VILLAGE	100%	14/05/15
79	Ulaigasi Jale	Jale	Natawa Village	100%	14/05/15

Read Conditions on Page 1 Before You Sign

No.	Printed Name	Signature	Address and Contact	Comment	Date
80	Aporosa namaga	<i>Aporosa</i>	Nagado Village, Nadi. Ph: 9572070	100%	14/05/15
81	Luke Nauda	<i>Nauda</i>	Nagado Village Ph: 8723626	100%	14/05/15
82	Iremagi Copaiwase	<i>Iremagi</i>	Nagado Village Ph: 8723626	100%	14/05/15
83	Joseta Koroila	<i>Joseta</i>	NAGADO VILL PH: 966751	100%	14/05/15
84	Saimimev. Galo no:	<i>S. Galo</i>	Nagado village	100%	14/5/15
85	MAKELES LEMATI	<i>MAKELES</i>	NATAGATA VILLAGE	100%	14/5/15
86	Josese Noto	<i>Josese</i>	NATANA VILLAGE	100%	14/5/15
87	KINIVILIANE MOKO NO:	<i>KINIVILIANE</i>	NATAWA VILLAGE	100%	14/5/15
88	MITHIELI DORNOI	<i>MITHIELI</i>	NATAGATA VILLAGE	100%	14/5/15
89	SOLOMONI NACUA	<i>SOLOMONI</i>	NATAGATA VILLAGE	100%	14/5/15
90	Jorame Kume	<i>J. Kume</i>	NAGADO	100%	14/5/15
91	Jesi Toru	<i>J. Toru</i>	NAGADO	100%	14/5/15
92	Ismeli Togavulu	<i>I. Togavulu</i>	NAGADO	100%	14/5/15
93	Afisi Boritu	<i>Afisi</i>	NAGADO	100%	14/5/15
94	Kolera Turu	<i>K. Turu</i>	NAGADO	100%	14/5/15
95	Jorame Kume	<i>J. Kume</i>	NAGADO	100%	14/5/15

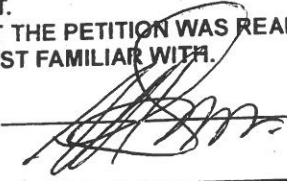
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No.	Printed Name	Signature	Address and Contact	Comment	Date
96	Ikrami Baka	Baka	9695533.	100%	14/5/15
97	Josafiki Sansan	Josafiki	Nagado village	100%	14/5/15
98	Adossa Namaga no 3	Adossa	Nagado village	100%	14/5/15
99	Ilisoni Saukurua no 1	Saukurua	Nagado village	100%	14/5/15
10	Kasina Dea	Dea	Nagado village	100%	14/5/15
101	Irimeia Napua	Napua	Nagado village	100%	14/5/15

PLEASE POST OR PERSONALLY DELIVER THIS FORM TO THE FOLLOWING ADDRESS IN A SEALED ENVELOPE
BEFORE OR ON 30TH APRIL 2015

Public Petition on VATURU DAM

MATA QALI : NABOCANA / TOKATOKA : NA RAVIYANA / YAMSA : NAREI REIYAGA

BACKGROUND	<p>Vaturu Dam is next to the Savuanamba Creek and is located in the Western Division, Fiji.</p> <p>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.</p> <p>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.</p>
WHAT WE ARE ASKING FOR:	<p>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</p> <p>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</p>
WHAT YOU SHOULD KNOW BEFORE YOU SIGN:	<p>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.</p> <p style="text-align: center;">OPPOSITION CHAMBERS PARLIAMENT OF FIJI GOVERNMENT BUILDINGS SUVA</p> <p>BY PLACING YOUR SIGNATURE AND DETAILS ON THIS DOCUMENT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PETITION SET OUT ABOVE AND ALSO THE FOLLOWING:</p> <ol style="list-style-type: none"> 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. 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. <p>Name of Signature Collector: <u></u> 843416</p> <p>Phon. Contact: _____</p> <p>For any urgent queries email: laisani_q868@yahoo.com or peterwaga@gmail.com</p>

MAHARALI NABOCANA

Read Conditions on Page 1 Before You Sign

YAMSA : NAKELI REYAGA, TOKATOKA : NAKALIVANA.

No.	Printed Name	Signature	Address and Contact	Comment	Date
1.	SAINIMERE GAO	Gao	NAIGADO VILLAGE BOX 69 SABETO.	NA PAIPO KEI NATHOU	14/5/15
2.	AMERUO KASEYARO	Kaseyaro		NI WAI E TIKO ENA BELE VAKANABOCANA:	
3.				MAI NA KENA THALME YADUNA WAI QD, SEGA	
4.				NI BAKU DUA NA SEDE ME KEIDOU TAWARA	
5.	KITONE LOTAWA.	Lotawa	NAIGADO/9104653	//	14/5/15
6.	VIDGUNI. BATHVI	Bathvi	NAIGADO/ 8423292	I JIBOVINGI, NABOCANA NABOCANA WOULD LIKE MY LAND TO BE RETURNED	14/5/15
7.					
8.	JOTA NABOCANA	Nabocana	Naboto / 9230844	//	14/5/15
9.	MILICA VUNIBIRA	Vunibira	NABOTO - 9795792	Please endorse + give us a positive feedback	14/05/15
10.					
11.	EMOSI RAURA	Raura	NAIGADO VILLAGE Box 69, SABETO.	//	14/05/15
12.	ALESU NAQUTO	Naquto		FROM: MAHARALI NABOCANA A RELINE + THANK ME ON OUR LAND AND MONEY FROM THE EST. OF THE WATER SYSTEM. TILL NOW	
13.					
14.					
15.					

Public Petition on VATURU DAM

BACKGROUND	<p>Vaturu Dam is next to the Savuanamba Creek and is located in the Western Division, Fiji.</p> <p>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.</p> <p>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.</p>
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No.	Printed Name	Signature	Address and Contact	Comment	Date
1.	Saraila Nabou.	<i>Saraila</i>	8405838	100%	12/05/15
2.	Amele Naulu.	<i>Amele</i>		100%	12/05/15
3.	Epeli Rasaro	<i>Epeli</i>	Nagado Village. 8765432 8720522	100%	12/05/15
4.	Limiva Mokia	<i>Limiva</i>	9825783	100%	12/05/15
5.	Asakusi Nakana.	<i>Asakusi</i>	8622484	100%	12/05/15
6.	Kavekini Driu.	<i>Kavekini</i>	9407202	100%	12/05/15
7.	Maape Sese.	<i>Maape</i>		100%	12/05/15
8.	Kini Burenikadi	<i>Kini</i>	8468110	100%	12/05/15
9.	Epeli Danai	<i>Epeli</i>	9674890	100%	12/05/15
10.	Vonivate Danai	<i>Vonivate</i>	8904616	100%	12/05/15
11.	Mai keli Danai (2)	<i>Mai keli</i>	944 9122221	100%	12/05/15
12.	Makereta Vasemaa	<i>Makereta</i>	9674890	100%	12/05/15
13.	mereoni savui	<i>mereoni</i>		100%	12/05/15
14.	Vikaili Sulua (2)	<i>Vikaili</i>	8710948	100%	12/05/15
15.	Vasiti Tagi	<i>Vasiti</i>	95-12-889	100%	12/05/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
16	Alsimere Noyara	Noyara	9682961	100%	12/05/15
17	Livema meli	mel		100%	12/05/15
18	Laita Vatira	Vatira	9104653	100%	12/05/15
19	Genimili Mokia	Mokia	9655430	100%	14/05/15
20	Maikeli Dawai(1)	Mawai	9857505	100%	14/05/15
21	Seremaia Dugu(2)	Dugu		100%	14/05/15
22	Ulamila Yaukei	Yaukei		100%	14/05/15
23	Serenaiia Dugu	Dugu	9885078	100%	14-05-15
24	Ilisova Sake	Sake	981092	100%	14-05-15
25	Savaiia Nabou	Nabou	9596691	100%	14-05-15
26	Maikeli Dawai(3)	Dawai	9593607	100%	14-05-15
27	Vivais Ravutu	Ravutu	9674645	100%	14-05-15
28	Kalesi Sobu	Sobu	9588426	100%	14-05-15
29	Aliveta Lowaninaga	Lowaninaga	8795128	100%	14-05-15
30	Penipate Dawai	Dawai		100%	14-05-15
31	Liviva Mokia(1)	Mokia		100%	14-05-15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
32	Luisa Kase	Kase	Nagado, Nadi.	100%	14/05/15
33	Jotama Ramode	Ramode	Nagado, Nadi.	100%	14/05/15
34	Markeli Davai	Davai	9678808	100%	14/05/15
35	Najopoloni Taukei	Taukei	9678808	100%	14/05/15
36	Jotame Dru	Dru	733369.	100%	14/05/15
37	Jokavoti Nainiwaga	Nainiwaga	733369	100%	14/05/15
38	Timoci Naka	Naka	9678808.	100%	14/05/15
39	Lina Savi	Savi	9678808	100%	14/05/15
40	Limva Mokia (2)	Mokia	NAGADO, NADI.	100%	14/05/15
41	Seremai Dugu (3)	Dugu.	Nagado Nadi	100%	14/05/15
42	Kinisalote Savou.	Savou.	NAGADO NADI	100%	14/05/15
43	Niumaia Natanu (1)	Natanu	NAGADO NADI	100%	14/05/15
44	Niumaia Natanu (2)	Natanu	NAGADO NADI	100%	14/05/15
45	Vikali Sulus (1)	Sulus	NAGADO NADI	100%	14/05/15
46	Aliveta tenakinwaga (1)	tenakinwaga	NAGADO NADI	100%	14/05/15
47	Aliveta Lonaninwaga (2)	Lonaninwaga.	Nagado NADI	100%	14/05/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
48	Eleni Neibavu	Eleni	Nagado, Nadi.	100%	14/08/15
49	Romera Kado	Rado	Nagado, Nadi	100%	14/08/18
50	LAVENA NABAVU	LAVENA	Nagado, Nadi	100%	14/5/15
51	JOTANE DRAU (I)	J. DRAU	Nagado, Nadi	100%	14/5/15
52	JOTANE DRAU (III)	J. DRAU	Nagado, Nadi	100%	14/5/15
53	ILIASERI KASARO	KASARO	Nagado, Nadi	100%	14/5/15
54	JONE NAGASAVUAI	NAGASAVUAI	Nagado, Nadi	100%	14/5/15
55	ASERI DOIDOI	DOIDOI	Nagado, Nadi	100%	14/5/15
56	SAIENSI EENAVULA	EENAVULA	Nagado, Nadi	100%	14/5/15
57	UEAIYASI NALETO	NALETO	Nagado, Nadi	100%	14/5/15
58	ILAITIA TUIVUNA	TUIVUNA	Nagado, Nadi	100%	14/5/15
59	NAPOLIONI TABUKETI	TABUKETI	Nagado, Nadi	100%	14/5/15
60	ILIASERI NETIDICI	NETIDICI	Nagado, Nadi	100%	14/5/15
61	MESULAME LESAVUAI	LESAVUAI	Nagado, Nadi	100%	14/5/15
62	MESULAME LESAVUAI	LESAVUAI	Nagado, Nadi	100%	14/5/15
63	EMOSI TOLOVATU	TOLOVATU	Nagado, Nadi	100%	14/5/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
64	ARIETA TAWASE	<i>ATawase</i>	Nagado, Nadi	100 %	14/5/15
65	MOESE DAWOI	<i>MDawoi</i>	Nagado, Nadi	100 %	14/5/15
66	TOMASI TASI	<i>FTasi</i>	Nagado, Nadi	100 %	14/5/15
67	ASAKASI NAKANA	<i>ANakana</i>	Nagado, Nadi	100 %	14/5/15
68	CAROL MACA	<i>CMaca</i>	Nagado, Nadi	100 %	14/5/15
69	ILAITIA NAGANANAKUWU	<i>INaganakunu</i>	Nagado, Nadi	100 %	14/5/15
70	ILAITIA NAGANANAKUWU	<i>INaganakunu</i>	Nagado, Nadi	100 %	14/5/15
71	TOTANE RAMODE	<i>TRamode</i>	Nagado, Nadi	100 %	14/5/15
72	SIVNELI BORO	<i>SBoro</i>	Nagado, Nadi	100 %	14/5/15
73	PENONA TAIREORA	<i>PTaireora</i>	Nagado, Nadi	100 %	14/5/15
74	ANA MAERANA	<i>AMaerana</i>	Nagado, Nadi	100 %	14/5/15
75	MEREONI KADO	<i>MKado</i>	Nagado, Nadi	100 %	14/5/15
76	JOAPE BALE	<i>JBale</i>	Nagado, Nadi	100 %	14/5/15
77	TEVITA CIEUSAI	<i>TCieusai</i>	Nagado, Nadi	100 %	14/5/15
78	SALIOEI DAWOI	<i>SDawoi</i>	Nagado, Nadi	100 %	14/5/15
79	OLONONI DAWOI	<i>ODawoi</i>	Nagado, Nadi	100 %	14/5/15

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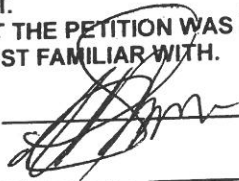
No.	Printed Name	Signature	Address and Contact	Comment	Date
80	INASA VANDAN	[Signature]	Nagado, Nadi	100 %	14/5/15
81	LEWAKI TAUBALE	[Signature]	Nagado, Nadi	100 %	14/5/15
82	VANI SANA	[Signature]	Nagado, Nadi	100 %	14/5/15
83	MEKEKORIRITA SANA	[Signature]	Nagado, Nadi	100 %	14/5/15
84	TONA DAWA	J.D.	Nagado, Nadi	100 %	14/5/15
85	PRANONA SANKENEN	[Signature]	Nagado, Nadi	100 %	14/5/15
86	WASEA ROPOI	[Signature]	Nagado, Nadi	100 %	14/5/15
87	JOSIA RABROVI	[Signature]	Nagado, Nadi	100 %	14/5/15
88	JOKELI NAGAKU	[Signature]	Nagado, Nadi	100 %	14/5/15
89	APISAI BURANITU	[Signature]	Nagado, Nadi	100 %	14/5/15
90	JOPE NASEYARA	[Signature]	Nagado, Nadi	100 %	14/5/15
91	KANDI RANUA	[Signature]	Nagado, Nadi	100 %	14/5/15
92	SOLONONI RANUA	[Signature]	Nagado, Nadi	100 %	14/5/15
93	SENI KILI	[Signature]	Nagado, Nadi	100 %	14/5/15
94	KITIONE LOTAWA	[Signature]	Nagado, Nadi	100 %	14/5/15
95	SAVENACA GENEVA	[Signature]	Nagado, Nadi	100 %	14/5/15

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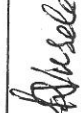

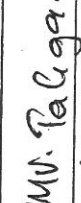









No.	Printed Name	Signature	Address and Contact	Comment	Date
96	VERENIKI GONKVA	<i>Verenika</i>	Nagado, Nadi	100 %	14/5/15
97	SEVUKONI SOKIA	<i>Sokia</i>	Nagado, Nadi	100 %	14/5/15
98	KAVEKINI DORU	<i>Doru</i>	Nagado, Nadi	100 %	14/5/15
99	HANSA NAKAKA	<i>HANSA</i>	Nagado, Nadi	100 %	14/5/15
10	DEA GONKVA	<i>O Gonkva</i>	Nagado, Nadi	100 %	14/5/15

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BEFORE OR ON 30TH APRIL 2015

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No.	Printed Name	Signature	Address and Contact	Comment	Date
1.	LIVAI LOAN.		P.O. Box 69, SABETO	100%	12/05/2015
2.	LETIA NASAKU.		P.O. Box 69, SABETO	100%	12/05/2015
3.	ILITEA LUEN		P.O. Box 69, SABETO	100%	12/05/2015
4.	ROMERA VUSELE		P.O. Box 25, SABETO	100%	12/05/2015
5.	MARILKA DANAI 2		P.O. Box 25, SABETO	100%	12/05/2015
6.	Moreoni Vasta Toliga		P.O. Box 69, SABETO	100%	12/05/2015
7.	Lavenia Nabavu		P.O. Box 69, SABETO	100%	12/05/2015
8.	Lowani Buka		P.O. Box 69, SABETO	100%	12/05/2015
9.	AFERETE SUMASAPU		P.O. Box 69, SABETO	100%	12/05/2015
10.	SAILASA-RANOKA		P.O. Box 69, SABETO	100%	12/05/2015
11.	SAVIRIO. NADRIWE		P.O. Box 69, SABETO	100%	12/05/2015
12.	SALOME TURAGA		P.O. Box 69, SABETO	100%	12/05/2015
13.	LITEA NASIOA		P.O. Box 69, SABETO	100%	12/05/2015
14.	RYPLENI SAKU		P.O. Box 69, SABETO	100%	12/05/2015
15.	MAEKA DANAI 1		P.O. Box 69, SABETO.	100%	12/05/2015

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No.	Printed Name	Signature	Address and Contact	Comment	Date
16	Asena vora	Acha	P.O Box 253, Sabeto	100 %	12/05/15
17	Amari Nasina	Amari	Box 253 Sabeto 984775	100%	12/05/15
18	APISAI NASAKU	APISAI	Box 253 Sabeto	100%	12/05/15
19	Amari Nawate	Amari	Box 69 Sabeto	100%	14/05/15
20	Isara Rukia	Isara	253	100%	14/05/15
21	LeTia Nasaku	LeTia	Box 69 Sabeto	100%	14/05/15
22	Peni Nasina	Peni	Box 253 Sabeto	100%	14/05/15
23	Milika Suru	Milika	Box 253 Sabeto	100%	14/05/15
24	Sera Nayara	Sera	Box 253 Sabeto	100%	14/05/15
25	Aisake Lobau	Aisake	Box 253	100%	14/05/15
26	Epeli Naika	Epeli	Box 253	100%	14/05/15
27	Epeli Dami	Epeli	9823025	100%	14/05/15
28	Nomivate Batitoo	Nomivate	Nagado Village	100%	14/05/15
29	EPILI NAIBA	EPILI	Box 69 Sabeto	100%	14/05/15
30	Inosa Sansau	Inosa	Nagado Village	100%	14/05/15
31	Vani Sulu	Vani	Nagado village	100%	14/05/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
96	Rupeni Shum	[Signature]	Nagado Village	100%	14/05/15
97	Tomasi. Lobo	[Signature]	Nagado Village	100%	14/05/15
98	Viliane. Lobo	[Signature]	Nagado Village	100%	14/05/15
99	Elmi. Toton	[Signature]	Nagado Village	100%	14/05/15
10	Vani. Sulua	[Signature]	Nagado Village	100%	14/05/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
80	Josua Vunibuka	<i>[Signature]</i>	NAGADO	100%	14/5/15
81	Tomasi Neibaru	<i>[Signature]</i>	NAGADO	100%	14/5/15
82	Tomasi Neibaru	<i>[Signature]</i>	NAGADO	100%	14/5/15
83	Maika Neibaru	<i>[Signature]</i>	NAGADO	100%	14/5/15
84	Lewani Nadroi	<i>[Signature]</i>	NAGADO	100%	14/5/15
85	Lewani Nadroi	<i>[Signature]</i>	NAGADO	100%	14/5/15
86	Aseri Tutapua	<i>[Signature]</i>	NAGADO	100%	14/5/15
87	Amelia Diotini	<i>[Signature]</i>	NAGADO	100%	14/5/15
88	Epamana Turaga	<i>[Signature]</i>	NAGADO	100%	14/5/15
89	Sikel' Botia	<i>[Signature]</i>	NAGADO	100%	14/5/15
90	Volutie Laymerina	<i>[Signature]</i>	NAGADO	100%	14/5/15
91	MERETISONI MATALU	<i>[Signature]</i>	NAGADO	100%	14/5/15
92	Jolame Ligaloi (2)	<i>[Signature]</i>	NAGADO	100%	14/5/15
93	Maika Neibaru	<i>[Signature]</i>	NAGADO	100%	14/5/15
94	TITILIA NACA	<i>[Signature]</i>	NAGADO	100%	14/5/15
95	ALES TONI	<i>[Signature]</i>	NAGADO	100%	14/5/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
96	LITIANA Vunibuka	<i>[Signature]</i>	Nagado Village	100%	14/5/15
97	Saiziana Vunibuka	<i>[Signature]</i>	Nagado Village	100%	14/5/15
98	Timasi Maoli	<i>[Signature]</i>	Nagado Village	100%	14/5/15
99	Timoci Nakka	<i>[Signature]</i>	Nagado Village	100%	14/5/15
10	Isia Rokua	<i>[Signature]</i>	Nagado Village	100%	14/5/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
96	ERENAGI SUKA	E Suka	Nagado, Nadi	100 %	14/5/15
97	ATILANTE SEKE	RS EKE	Nagado, Nadi	100 %	14/5/15
98	VASITI SWA.	Dura	Nagado, Nadi	100 %	14/5/15
99	MAKRETA GAO	M Gao	Nagado, Nadi	100 %	14/5/15
10	ILIESA BOTITU	B Botitu	Nagado, Nadi	100 %	14/5/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
48	LUKE NAVUDA	L Navuda	Nagado, Nadi	100 %	14/5/15
49	ELONI TONTON	E Tonton	Nagado, Nadi	100 %	14/5/15
50	MACIU SERU	M Seru	Nagado, Nadi	100 %	14/5/15
51	SOLOMONI DAWAI	S. Dawai	Nagado, Nadi	100 %	14/5/15
52	JOSEVATA NASARA	J. Nasara	Nagado, Nadi	100 %	14/5/15
53	MARIKA TABUABU	M. Tabuab	Nagado, Nadi	100 %	14/5/15
54	SEWANA TUBU	S. Tubu	Nagado, Nadi	100 %	14/5/15
55	KESARA DEU	K. Deu	Nagado, Nadi	100 %	14/5/15
56	SIMELI QORO	S. Qoro	Nagado, Nadi	100 %	14/5/15
57	EPELI MASISINA	E. Masisina	Nagado, Nadi	100 %	14/5/15
58	SENIULI SEWE	S. Sewe	Nagado, Nadi	100 %	14/5/15
59	SAINIANA NASAU	S. Nasau	Nagado, Nadi	100 %	14/5/15
60	JOSARA NATUREITAVA	J. Natureitava	Nagado, Nadi	100 %	14/5/15
61	PITA CAVAINOALA	P. Cavainoala	Nagado, Nadi	100 %	14/5/15
62	VENIANA CIBA	V. Ciba	Nagado, Nadi	100 %	14/5/15
63	ROMERA SUVENA	R. Suvena	Nagado, Nadi	100 %	14/5/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
32	Saimana Yoli	SVOL	Nagado village	100%	14/5/15
33	Taina Bugdromo	Bacromo	Nagado village	100%	14/5/15
34	Ahimila Qivi	Qivi	Nagado village	100%	14/5/15
35	Makitieli Tubawale	M. Tubawale	Nagado village	100%	14/5/15
36	Apisabome Sansau	Sansau	Nagado village	100%	14/5/15
37	Tivoci Karavanua	Karavanua	Nagado, Nadi	100%	14/5/15
38	JONE NAITATI	Naitati	Nagado, Nadi	100%	14/5/15
39	ANANI NAIWAEKE	Naiwaeke	Nagado, Nadi	100%	14/5/15
40	PENIASI DAKUSADA	Dakusaga	Nagado, Nadi	100%	14/5/15
41	AMELIA RALUWE	Raluwe	Nagado, Nadi	100%	14/5/15
42	AKEREANI NAIWAEKE	Naiwaeke	Nagado, Nadi	100%	14/5/15
43	Tivoci SAKO	Sako	Nagado, Nadi	100%	14/5/15
44	ULAIYAEI NAITAI	Naitai	Nagado, Nadi	100%	14/5/15
45	ROMERA VUSELE	Vusele	Nagado, Nadi	100%	14/5/15
46	APISAI BOTITU	Botitu	Nagado, Nadi	100%	14/5/15
47	LETIA RAITO	Raito	Nagado, Nadi	100%	14/5/15

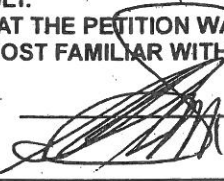
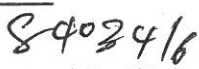
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No.	Printed Name	Signature	Address and Contact	Comment	Date
16	Adi Masidiwa	<i>Adi Masidiwa</i>	9548678	100%	13/5/15
17	LAIGENIA LEOKAKURU	<i>Laigenia Leokakuru</i>	9677255	100%	13/05/15
18	Kalqveti Goneva	<i>K. Gona</i>	9581863	100%	13/5/15
19	Vasiti Taliga	<i>Taliga</i>	8430382	100%	13/5/15
20	Adimila Matalau	<i>Matalau</i>	2513153	100%	13/5/15
21	Joeli Luanta	<i>Luanta</i>	8720908	100%	13/5/15
22	ALIPATE WAGALUVA	<i>AWagaluvu</i>	9614771	100%	13/5/15
23	MILIAKERE BAKABAKA	<i>Bakabaka</i>	8447735	100%	13/5/15
24	Epeli Kuru	<i>E. Kuru</i>	9161201	100%	14/5/15
25	Joeli Batiratu	<i>Batiratu</i>	9944741	100%	14/5/15
26	TORIKA KURU	<i>Kuru</i>	8324672	100%	14/5/15
27	SANIMILI NAI	<i>S. NAI</i>	NAGADO VILLAGE	100%	14/5/15
28	Melaia Tagiri	<i>Tagiri</i>	7550716	100%	14/5/15
29	ULAYASI NACOTO	<i>Nacoto</i>	8409083	100%	14/5/15
30	MEDE NATABA	<i>Nataba</i>	8457564	100%	14/5/15
31	Kaiti Vuvaleve	<i>Vuvaleve</i>	8741255	100%	14/5/15
















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No.	Printed Name	Signature	Address and Contact	Comment	Date
1.	EPELI KURUIZASELEU	<i>E. Kurui</i>	9654542	100%	12/5/15
2.	ASINATE LEWANIBAU	<i>A. Lewanibau</i>	9654542	100%	12/5/15
3.	SEKATA VODO	<i>S. Vodo</i>	9517007	100%	12/5/15
4.	ALISA RATU	<i>A. Ratu</i>	9517007	100%	12/5/15
5.	KESATA DEU	<i>K. Deu</i>	8406199	100%	12/5/15
6.	ASINATE LEWANIBAU	<i>A. Lewanibau</i>	8406199	100%	12/5/15
7.	LENE SOLOSOLO	<i>L. Solo</i>	8406199	100%	12/5/15
8.	SOROMA MELI <i>S. Meli</i>	<i>S. Meli</i>	9654542	100%	12/5/15
9.	MILIKA SURU	<i>M. Suru</i>	9634735	100%	12/5/15
10.	ULUNISAU DEMESI	<i>U. Demesi</i>	9409521	100%	12/5/15
11.	MERE TAMUDANIA	<i>M. Tamudania</i>	8787237	100%	12/5/15
12.	LUSIANA BAKABAKA	<i>L. Bakabaka</i>	9484556	100%	✓
13.	PAPAKU TAWATE	<i>P. Tawate</i>	9898636	100%	✓
14.	ANISA BACHABA	<i>A. Bachaba</i>	9898636	100%	✓
15.	ULANISAU DEMESI	<i>U. Demesi</i>	9898636	100%	✓


Public Petition on VATURU DAM

BACKGROUND	<p>Vaturu Dam is next to the Savuanamba Creek and is located in the Western Division, Fiji.</p> <p>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.</p> <p>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.</p>
WHAT WE ARE ASKING FOR	<p>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</p> <p>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</p>
WHAT YOU SHOULD KNOW BEFORE YOU SIGN	<p>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.</p> <p style="text-align: center;">OPPOSITION CHAMBERS PARLIAMENT OF FIJI GOVERNMENT BUILDINGS SUVA</p> <p>BY PLACING YOUR SIGNATURE AND DETAILS ON THIS DOCUMENT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PETITION SET OUT ABOVE AND ALSO THE FOLLOWING:</p> <ol style="list-style-type: none">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.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. <p>Name of Signature Collector: </p> <p>Phone Contact: </p> <p>For any urgent queries email: laisani_q868@yahoo.com or peterwaga@gmail.com</p>

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No.	Printed Name	Signature	Address and Contact	Comment	Date
1.	Timoci Naitaka		8327168	100%	13/5/15
2.	ISAIA ROKUA (I)		8665691	100%	13/5/15
3.	IVERI NARA		9568480	100%	13/5/15
4.	Tomasi Nersero		8327168	100%	13/5/15
5.	Maika Naidovina		9678808	100%	13/5/15
6.	Eparama Soru		9858833	100%	13/5/15
7.	Josua Vunibuka		9678808	100%	13/5/15
8.	AMENIASI ERENANULA		8434591	100%	13/5/15
9.	Timoci Naitaka		7785782	100%	13/5/15
10.	INOBA SANSAN		8434591	100%	13/5/15
11.	Eparama TURAGA		9560613	100%	13/5/15
12.	Tomasi Maoli		9672995	100%	13/5/15
13.	Eparama. Seru. 2		9220270	100%	13/5/15
14.	Vunibuka Batuvina		9452195	100%	13/5/15
15.	LEILA SANSAN		9699512	100%	13/5/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
16	EPARANGA . SERU	E. SERU	7785782	0/0	13/5/15
17	KAMEWILI: KAWAHTUA	K. KAWAHTUA	9547992	100%	13/5/15
18	MOSESE Toganulu	M. Toganulu	9534863	100%	13/5/15
19	ISAIA . ROKOUA (II)	I. ROKOUA	9532710	100%	13/5/15
20	IGAIA DOLOKA	I. DOLOKA	9532710	100%	13/5/15
21	TOMASI NAISOLO	T. NAISOLO	8047739	100%	13/5/15
22	JOSESE GESE	J. GESE	8429118	100%	13/5/15
23	ARIETA Toganulu	A. Toganulu	8359290	100%	13/05/15
24	ASERI TUTABUA	A. TUTABUA	7333669 / 9688240	100%	13/05/15
25	EPARANGA . SERU	E. SERU	9884647	100%	14/5/15
26	LOAMI NADROI	L. NADROI	8775847	100%	14/5/15
27	KARALAINI MARAMA	K. MARAMA	9506680	100%	14/5/15
28	TORIKA . TABUA	T. TABUA	8359290	100%	14/5/2015
29	ASERI . TUVOU (I)	A. TUVOU	9684534	100%	14/5/2015
30	ASERI TUVOU II	A. TUVOU	9688240	100%	14/5/2015
31	MEREONI . SAVU (I)	M. SAVU	8663903	100%	14/5/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
32	MEREONI SAVU(I)	Dani	866 3903	100%	14/5/2015
33	MAKERETA . SAKORO	Daleno	96829915	100%	14/5/2015
34	ANASI . SUMO	Duns	8359290	100%	14/5/2015
35	ALES . COQE	Aye	8041739	100%	13/5/15
36	TEMALES . SALELE	Salele	8483591	100%	14/5/15
37	MERELITA . SALELE	Dale	9678808	100%	14/5/15
38	SALANITA . BULI	Buli	9539863	100%	14/5/15
39	SAINIANA . NAREKA(I)	Soreva	Nagado	100%	14/5/2015
40	SAINIANA . NAREKA(II)	Soreva	9506680	100%	14/5/2015
41	TALAIASI . LABALABA	Labalaba	8465072	100%	14/5/2015
42	ILITEM . LIKU	Liku	9699512	100%	14/5/2015
43	LOATA . MUSUNANO	Musun	8738662	100%	14/5/2015
44	LITIANA RAWEI(I)	Rawei	NAGADO VILLAGE	100%	14/5/2015
45	LITIANA RAWEI II	Rawei	Nagado Village	100%	14/5/2015
46	SAINIANA . NASAU	Nasan	NAGADO VILLAGE	100%	14/5/2015
47	ANE	H.	NAGADO . VILLAGE	100%	14/5/2015

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No.	Printed Name	Signature	Address and Contact	Comment	Date
48	Saimere Gab.	Gab.	8434591	100%	14/5/2015
49	Torese Jere	Jere	9507798	100%	14/5/2015
50	LIESE N ①	Liese	8730616	100%	14/5/2015
51	James N ②	James	8725627	100%	14/5/2015
52	Vinase Sese	V. Sese	8722627	100%	25/4/15
53	Gessi Vota	V. Vota	9687797	100%	9/1/12
54	REJIELI MADIA	REJIELI	9557746	100%	14/5/2015
55	TOTANE. NAQIRI ①	T. NAQIRI	9507790	100%	14/5/15
56	LIESA. NEIBARU ②	L. NEIBARU	9507790	100%	14/5/15
57	ALENA LANUAI	AL. LANUAI	9593868	100%	14/5/15
58	Anaisi Sobu	A. Sobu	9357409	100%	14/5/15
59	James Liginini (I)	J. Liginini	9591733	100%	14/5/15
60	Serimili Mokia	S. Mokia	9056456	100%	14/5/2015
61	Aikisa Lavandier	A. Lavandier	8433737	100%	14/5/15
62	ISMA. ROKOVA	I. ROKOVA	8433737	100%	14/5/15
63	Ateqa Nai	A. Nai	9149661	100%	14/5/15

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No.	Printed Name	Signature	Address and Contact	Comment	Date
64	KESIAH - DEL	Ben.	9607790	100%	14/5/15
65	LORAINA - LIKE	Like.	9149661	100%	14/5/15
66	KINISALOTE - Suvu	Kalanvon.	8722627	100%	14/5/15
67	SOKOVETI - Nanaaki	S. Nanaaki	9357409	100%	14/5/15
68	TELEITA - GAVILAL	Examilan	9056456	100%	14/5/15
69	MOCEJAN - NARUKU	M. Naruku	Nagado Village	100%	14/5/15
70	MOCEJAN - NARUKU	Naruku	9534863	100%	14/5/15
71	JOSESE - SESE	J. Sese	8434591	100%	14/5/15
72	Kolera - Ana	Kana	8327168	100%	14/5/15
73	TIMOCI - Naika	Tanka	9534863	100%	14/5/15
74	WAKISAKE - VUDA	Muda	8775847	100%	14/5/15
75	VAKIJESE - SESE	Bese	9688240	100%	14/5/15
76	JUNA - LEHWERE	J. Lehwere	9506680	100%	14/5/15
77	JOSIVINI - TUDAI	Tudai	8738662	100%	14/5/15
78	WAKISAKE - VUDA	Muda	9566613	100%	14/5/15
79	Isaya - ROKONA	Rokona		100%	14/5/15

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 .It 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.