



FIJI CORRECTIONS SERVICE
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Tel: (+679) 3303 512 Fax: (+679) 3302 523



08 September 2023

C/AC 8/61

The Chairperson

Hon. Ratu Rakuita Vakalalabure
Parliamentary Standing Committee on Justice, Law and Human Rights
Parliament Complex, Constitution Avenue
P.O. Box 2352
Government Buildings
Suva

Dear Hon. Ratu Rakuita Vakalalabure,

REQUEST FOR FURTHER CLARIFICATION ON ISSUES IDENTIFIED FROM THE REVIEW OF THE FIJI CORRECTIONS SERVICE ANNUAL REPORT 2018 TO 2020

1. I write in response to the further clarifications requested on issues identified from the review of the Fiji Corrections Service Annual Report 2018 to 2020.
2. The response are as stated below as per the issues noted:

Issues noted from the Fiji Corrections Service Annual Report 2018 to 2020

Reference is made to the above Report and a matter of concern has brought to the attention to the Committee specifically with regards to the locality of the Correction Center in Levuka. The Committee has been informed that the site resides on a 'Mataqali' land and has not been officially leased to date.

- a. The Committee seeks clarification if there were any leasing arrangement done between the 'Mataqali' owners and the Fiji Correction Center (FCS) in the past.

We wish to inform the Committee that there is currently an existing Agreement for Lease between the Itaukei Land Trust Board (Lessor) and Director of Lands being the registered office at Government Buildings in Suva (Lessee). This agreement was signed on the second day of February 2021 for the term of Ninety-nine (99) years beginning from the first day of January 2017 (a copy attached as Annex A).

- b. The Committee would like to enquire if there are any plans intended by FCS to address the issue of leasing with the land owning unit and the reasons it has taken considerable time to formalize such agreement?

There is another neighboring Lot, TLTB Ref 08/001842 and Ref 08/001838 leases previously held by the Singh's and has expired. Upon this expiry, the 'Mataqali' offered the land for FCS to utilize for planting as food security for the Correction Center since this

lease was not renewed to the Singh's. FCS is currently liaising with the 'Mataqali/Yavusa Totogo' and Director of Lands for approval to survey the additional portion currently used for planting by FCS. This is to assist FCS in future developments and extension of the Institutions and relocation of the Staff Quarters. The reason for this intended lease is to ease the land sliding issues currently faced by the Levuka Correction Center.

3 Respectfully submitted.

Yours sincerely



for **S. PANAPASA**
Senior Superintendent
Acting Commissioner Fiji Corrections Service

Annex A

A. Agreement for Lease dated 02 February 2021

AGREEMENT FOR LEASE

CLASS I SPECIAL – GOVERNMENT STATION

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

THIS AGREEMENT is made BETWEEN THE **ITAUKEI LAND TRUST BOARD** of 431 Victoria Parade, Suva (hereinafter called "**the Lessor**") of the one part and **DIRECTOR OF LANDS** having its registered office at **Government Buildings in 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 **\$95,000.00 (Ninety-five Thousand Dollars)** paid by the lessee to the lessor on or before the execution hereof (the receipts 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
NASOVA (PART OF)	NASINU	LOMAIVITI	4.2547 Ha (Subject to survey)

owned by the **YAVUSA: TOTOGO** (hereinafter called "**the Landowning unit**") 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 First Schedule hereto TO HOLD the same unto the lessee from the first day of January, 2017, for the term of **Ninety-nine (99) years** YIELDING AND PAYING therefor unto the lessor the yearly rent of **\$3,000.00 (Three Thousand Dollars)** half yearly in advance on the first days of January and July in every year, 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 **\$54.50 (Fifty four dollars fifty cents)** or such amount as may be assessed by the Board thereafter. Such fee shall be paid half yearly in advance on the first days of January and July in every year.
- (c) Not to use the land for any purpose other than for **Government Station purpose and Ancillary activities**.
- (d) To bear pay and discharge all existing and future rates taxes or assessments duties impositions and outgoings 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 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 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 part of any electricity reserve affecting the land.

- (i) Not to carry out any development on or in relation to the land without first obtaining the consent in writing of the lessor and any consent required by or under any written law in respect of such development; "development" for the purpose of this covenant includes:
 - (i) the carrying out of any building or engineering work designed to create alter or add to any improvements to the land and,
 - (ii) any use of the land or of any improvements thereto other than for the purposes specified in sub clause (c) of this clause:
 - (j) To keep in good and tenable repair all buildings together with all fixture and fittings and all drains, sewers, gullies, cess-pits, septic tanks, soak-aways, water supply piping, wells, tanks, reservoirs, ponds, pumps, fences, walls, hedges, gates, 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, 2017** to erect on the land, to the satisfaction of and in accordance with plans approved in writing by the lessor, a building for **Government Station purpose and Ancillary activities** 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 buildings to have a minimum external floor area exclusive of the areas of any verandah, balcony, porch or accessory outbuilding **93 square metres**.
 - (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 such 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 without the prior consent in writing of the lessor to carry on or permit to be carried on any offensive trade as defined in the Public Health Act (Cap. 111).
 - (o) Not to permit or suffer to remain on the land any horses, cattle, goats, swine or poultry.
 - (p) To keep the land clear of all refuse, rubbish, weeds and unsightly undergrowth to the satisfaction of the lessor.
 - (q) 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 nuisance of any occupier lessee or owner of adjoining or neighbouring land and property.
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)
 - (i) That the rent shall be reassessable in accordance with the provisions of Regulation 13 of the iTaukei Land Trust (Leases and Licences) Regulations 1984 as set out in the Second Schedule hereto.
 - (ii) ~~Notwithstanding the provisions of sub-paragraph (5)(b) of Regulation 13 the value of the following improvements to the land¹ (in respect of which the sum of ²\$ (words) has been paid by the lessee to the lessor by way of [a part of]³ 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 iTaukei Land Trust (Leases and Licences) Regulations 1984;
 - (iii) 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);
 - (iv) a receiver of the lessee shall be appointed or the lessee enters 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.

- (c) The Lessor shall levy an Arrears Collection Fee if and when an action for recovery of unpaid arrears as at (b) (i) above is undertaken.
- (d) 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 such rate which shall be determined by standard Bank interest rates.
- (e) This lease may be terminated by the lessor in accordance with the provisions of Regulation 15 of the iTaukei Land Trust (Leases and Licences) Regulation 1984 as contained 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 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) 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 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 State 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 that land for the purposes of inspecting, repairing, renewing or erecting any pole, tower, pylon, cable or other appliance attached thereto.

SECOND SCHEDULE (Regulation 13, iTaukei Land Trust (Lease and Licences) Regulations 1984)

- (1) Subject to paragraph (8), the Board or a lessee of any iTaukei 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 day 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 but without 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 assessment, 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 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 native land shall be the annual rent at which that land might reasonably be expected to be let in the open market by 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 reassessment (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 -
- the date of the commencement of the term of the lease;
 - the date as from which there last took effect a re-assessment made in pursuance of this regulation; and
 - 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.

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

- It shall be implied in every lease of iTaukei land commencing on or after the commencement of these Regulations that where the land demised is required by the Board for development (whether by the Board or otherwise) involving any use of the land, in whole or in part which is materially different from the purpose for which the land was demised and in respect of which permission has been granted under the Town Planning Act, the Board may terminate the lease and resume possession of the land on the 30th day of June or the 31st day of December in any year during the term of the lease by notice in writing served on the lessee not later than one year before the date on which the Board desires to resume possession of the land, without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.
- If, on the termination of a lease of iTaukei 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-
 - 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
 - such sum as represents the total amount of the unavoidable other loss incurred by the lessees in consequence of the exercise by the Board of its powers under this regulation, including, in particular, but without prejudice to the generality of the foregoing -
 - loss or expenses incurred by the lessees in respect of the removal or sale of his household goods, chattels or livestock on, or used in connection with, the demised land in respect of his re-establishment in a comparable property in Fiji.
 - 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
 - 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,
 - 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
- Where a lease of iTaukei 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.
- 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:-
 - 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
 - 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.
- 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.



TLTB REF: 08/011477

AGREEMENT FOR LEASE

LANDNAME: NASOVA (PART OF)

LEASE TYPE: GOVERNMENT

TIKINA: NASINU

PROVINCE: LOMAIVITI

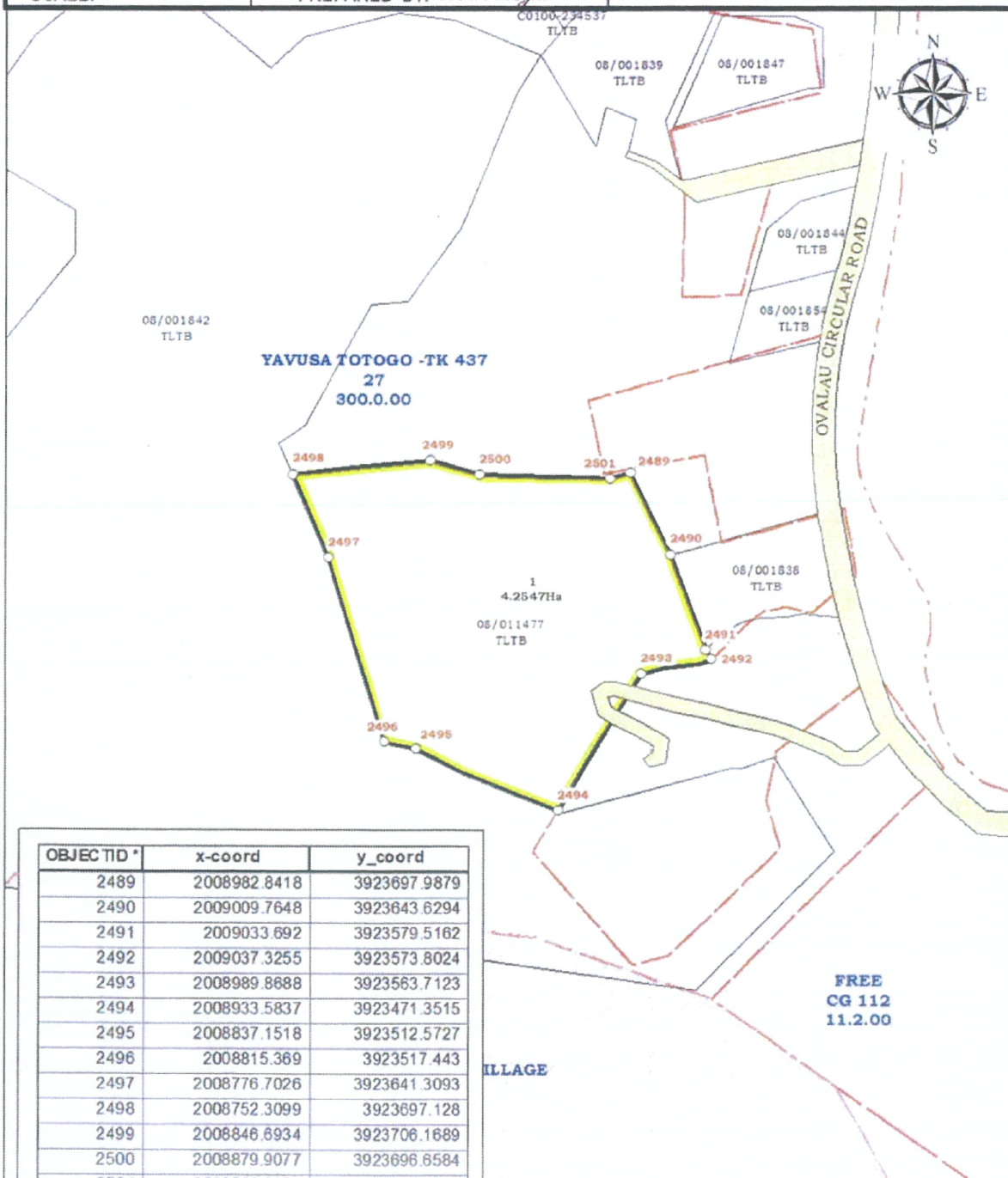
RES CL: CLEAR

NO.	LAND OWNING UNIT	TOKATOKA NO	TLC LOT	SHEET REF	TLC FINAL REPORT
1	YAVUSA TOTOGO	437	27	J/15,3	VOL 2

AREA: 4.2547 Ha
SCALE: 1:4,000

Date: 10/06/2020
PREPARED BY: *icarerega*

Area & Dimensions are subject to final survey
All Dimensions are in Meters unless stated

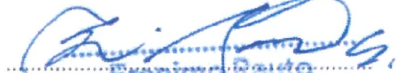


B. The lessee hereby also agrees with the lessor as a condition of this agreement that:


1. If within three (3) 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 so been 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 an area of 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 2nd day of February 2021

Signed on behalf of the Lessor:

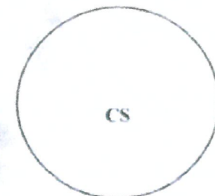

Eronimo Rautu
Manager
Central / Eastern Region
I-Taukei Land Trust Board

Designation


Sereana Tuisabato
Senior Estate Officer Compliance
Central Eastern Region
I-Taukei Land Trust Board

THE COMMON SEAL of DIRECTOR OF LANDS was
hereunto affixed by and in the presence of the undersigned
who certify that they are the proper officers authorised to
attest the affixing of the said Seal:

)
)
)
)




Director
DIRECTOR OF LANDS



Witness

19/1/21