

APPENDICES

48712



19/09/95

Native Lease No. 23585

set
ced

LEASE

For Residential Purposes

Native Land Trust (Leases and Licences) Regulations 1984

\$200
 FEES
 \$ 200
 R.O.B. NO. 23585
 27/7/95

THIS LEASE made the 14th day of June 1995
 BETWEEN THE NATIVE LAND TRUST BOARD of 431 Victoria Parade Suva (hereinafter called "the lessor") of the one part and BIJEND PRASAD RAM Father's name Lekh Ram

of DELAILABASA SUBDIVISION, LABASA, MACUATA, DOCTOR

(hereinafter called "the lessee") of the other part

WITNESSETH 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 \$1000.00 (words) ONE 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
LOTS 1-52 A.R.A DELAILABASA S/D PT.OF Showing Lot 23&26 on Plan No M.2868	LABASA	MACUATA	1.100 HECTARES Hectares / Square Metres

owned by the MATAQALI NAKORO

_____ 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 1995 for the term of 99 Years _____ years YIELDING AND PAYING therefor unto the lessor the yearly rent of \$400.00 (words) FOUR HUNDRED DOLLARS half yearly in advance on the first days of January and July in every year (save that the first payment shall be \$ 200.00 (words) TWO HUNDRED DOLLARS

and shall be due on the execution hereof* subject to reassessment as hereinafter provided.

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

- (a) To pay the rent hereinbefore reserved at the times and in the manner aforesaid without any deduction whether formally demanded or not.
- (b) Not to use the land for any purpose other than the erection of residential accommodation and its subsequent use for residential purposes.
- (c) 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.
- (d) Not to do or permit in connection with the land anything in contravention of any written law.
- (e) 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.
- (f) 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.
- (g) Not to erect or permit to be erected any building or structure on or over any part of any electricity reserve affecting the land.

NATIVE LEASE NO. 23585
 REGISTERED 27 JUL 1995 at 200
 Registrar of Titles



Registrar of Titles

- (h) 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 residential purposes.
- (i) To keep in good and tenable repair all buildings together with all fixtures and fittings including drains, sewers, gullies, cess-pits, septic tanks, soak-aways, water supply piping, wells, reservoirs, ponds, pumps, fences, walls, hedges, gates, posts, bridges, culverts, watercourses, ditches, roads and yards in and upon the land and to maintain in good order all boundary markers on the land.
- (j) Not to alienate or deal with the land or any part thereof whether by sale, transfer, mortgage, lease, licence or in any other manner whatsoever without the consent in writing of the lessor and obtained.
- (k) Within two years from the FIRST day of JANUARY 1995 on the land, to the satisfaction of and in accordance with plans approved in writing by the lessor, a DWELLING HOUSE

to be erected thereon 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 excluding the areas of any verandah, balcony, porch or accessory outbuilding of 2,800 square metres.

- (l) To keep all buildings on the land insured to their full cost of reinstatement against fire 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.
 - (m) Not to use or permit to be used the land or any part thereof, or the building or accessory outbuilding to be erected thereon or any part thereof for any trade, business occupation or calling whatsoever or 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, nuisance, grievance, or disturbance of any occupier, lessee or owner of adjoining or neighbouring land and property; 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.
 - (n) Not to erect, construct or cause or permit the erection or construction of or display of any sign or poster other than a signboard or poster denoting the street number the name of the resident occupier, the name 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 sign or poster shall not exceed two thousand square centimetres in area.
 - (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.
3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE that the lessee paying the rent reserved and performing and observing the covenants on the lessee's part herein contained shall 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 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 11 of the Native Land Trust (Leases and Licences) Regulations 1984 as set out in the Second Schedule to the said Regulations hereto.
- (ii) ~~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 '5~~ (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:-~~

- 1. Delete the clause if there are no such improvements to be so recorded.
- 2. Delete all in brackets if no sum has been paid in the record.
- 3. Insert the amount paid where the words in brackets are left in.
- 4. Delete as appropriate.

- Handwritten signature*
- (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 shall be due 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 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 become insolvent or be compulsorily or voluntarily liquidated (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 compromise or arrangement with the lessee's creditors; or

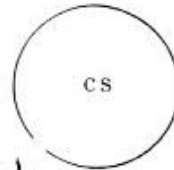
1. Delete where inapplicable
to body corporate

IN WITNESS whereof the lessor has caused its Common Seal to be hereunto affixed and the lessee has set his hand/made his mark the day and year first hereinbefore written.

2. Delete where lessee
is a natural person

IN WITNESS whereof the lessor and the lessee have caused their Common Seals to be hereunto affixed the day and year first hereinbefore written.

The Common Seal of the Native Land Trust Board was hereunto affixed in pursuance of a resolution of the Board by and in the presence of



NATIVE LEASE DIAGRAM

Plan No M 2868

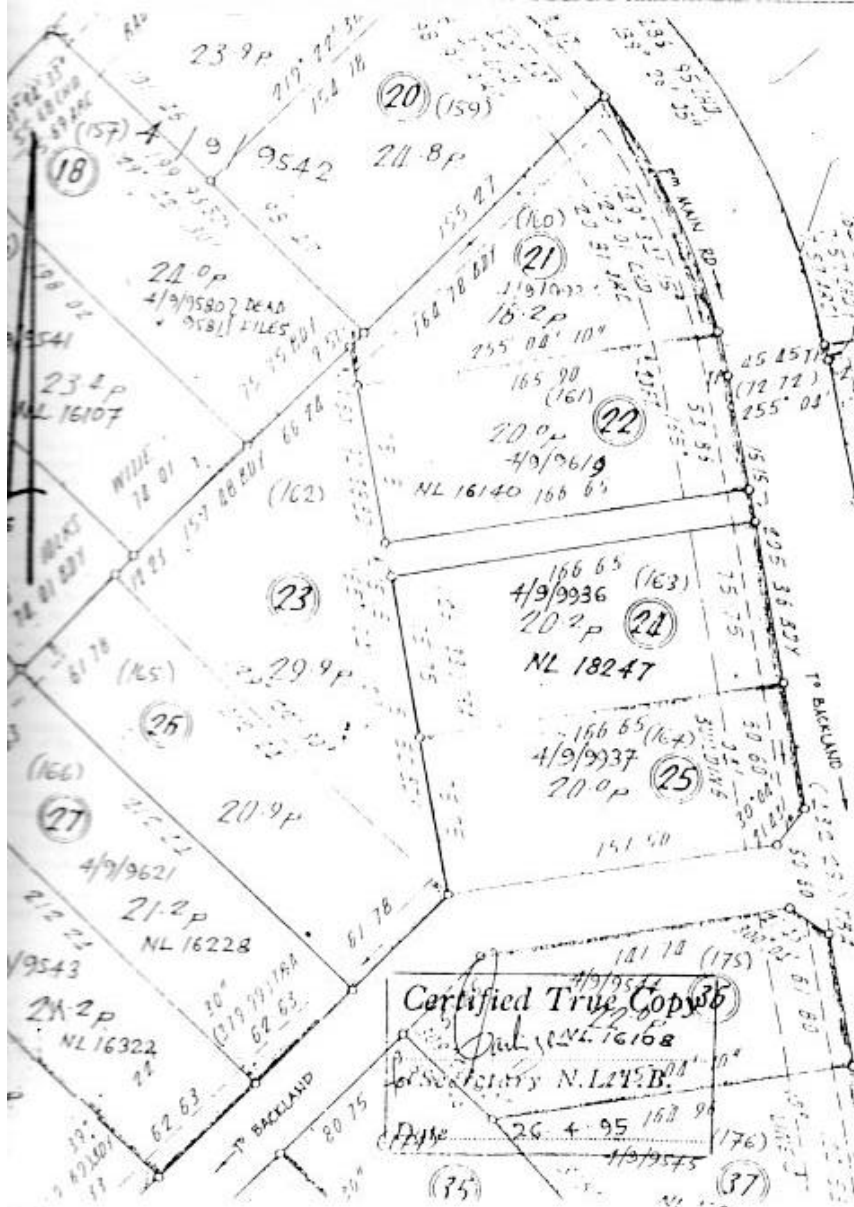
US LOTS 1-52 A.K.A DELAILABASA SID PT. OF PROVINCE OF MACUATA

60 LINKS TO AN INCH

SHEET REF: B112.4

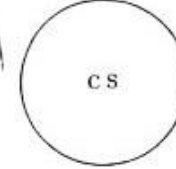
Kuli bakobay
Member of the Board

[Signature]
Secretary



[Signature]
Lessee

P. R. H. M. M. K. E.
Witness
ESTATE ASSISTANT
LALABA



[Signature]
Director

[Signature]
Secretary

Certified True Copy
Date: 12.12.1988
Secretary N.L.T.B.

SECOND SCHEDULE

(Regulation 13, Native Land Trust (Leases and Licences) Regulations 1984)

- (1) Subject to paragraph (8), the Board or a lessee of any native 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 the two months commencing on the date of the service of the notice of re-assessment, signify his intention to refer the question of the re-assessment of the rent for determination by arbitration in pursuance of regulation 21.
- (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 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 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.

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 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).
- (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 (3), 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.

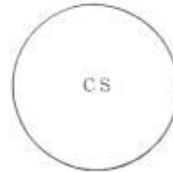
Delete where lessee is
a body corporate

IN WITNESS whereof the lessor has caused its Common Seal to be hereunto affixed and the lessee has set his hand/made his mark the day and year first hereinbefore written.

Delete where lessee
is a natural person

IN WITNESS whereof the lessor and the lessee have caused their Common Seals to be hereunto affixed the day and year first hereinbefore written.

The Common Seal of the Native Land Trust Board was hereunto affixed in pursuance of a resolution of the Board by and in the presence of



Sh. J. Lakshmi
Member of the Board

M. P. ...
Secretary

* If the lessee is literate
he must sign by affixing
his left thumb mark if
possible

The Signature or mark of * *BISEND PRASAD*
RAM FARMERS NAME LEWA RAM
DA DELHALABASA SUBDIVISION,
LABASA, MADHATA -

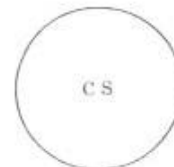
was made in my presence and I verily believe that such signature is of the proper hand writing/left thumb print of the person described in this lease as the lessee, and I certify that I read and explained the contents hereof to the lessee in the *English* language and he appeared fully to understand the meaning and effect thereof

B. P. ...
Lessee

P. K. ...
Witness
ESTATE ASSISTANT
LABASA

The Common Seal of

was hereunto affixed by and in the presence of



Director

Secretary

- (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) 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.
- (d) 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.
- (e) 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 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.

MORTGAGE

No. 323083 Registered 15/8/95 at 10.40 m.

To AFRICAN BANK OF
F.I.T.

[Signature]
Registrar of Titles

No. _____ Registered _____ at _____ m.

To _____

Registrar

CHARGE

No. 385537 Registered 24/9/95 at 11.50 m.

To - FIJI NATIONAL PROVIDENT FUND -
BOARD -

[Signature]
Registrar of Titles

No. _____ Registered _____ at _____ m.

To _____

Registrar

VARIATION OF MORTGAGE

No. 377688 Registered 13/6 at 9.50 m.

To AS HUMAN SERVICES

ENDORSED IN ERROR

[Signature]
Registrar of Titles

No. _____ Registered _____ at _____ m.

To _____

Registrar

VARIATION OF mty

No. 427251 Registered 21/7/97 at 12p m.

To mty increased of \$10,000.00 making
a total indebtedness of the sum of
\$220,000.00

[Signature]
Registrar of Titles

No. _____ Registered _____ at _____ m.

To _____

Registrar

No. _____ Registered _____ at _____ m.

To _____

Registrar of Titles

No. _____ Registered _____ at _____ m.

To _____

Registrar