



Tuvalu

NATIVE LANDS LEASES REGULATIONS

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Tuvalu

NATIVE LANDS LEASES REGULATIONS

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NATIVE LANDS LEASES REGULATIONS¹

1 Citation and Application

These Regulations may be cited as the Native Lands Leases Regulations and shall apply to all leases and sub-leases of native land requiring the approval of the Minister under section 31 of the Native Lands Act.²

2 Form of lease

- (1) Every lease shall be prepared in triplicate in the form set out in Schedule 1:
Provided that any of the standard conditions in the form may be amended, deleted or added to by agreement between the parties to the lease.
- (2) Forms in the form set out in Schedule 1 shall be provided without charge by the Lands Officer.

3 Form of sub-lease

Every sub-lease shall be prepared in duplicate in such form as the Lands Officer may require.

4 Plan

A plan of the land to be leased in such form and showing such particulars as the Lands Officer may require shall be attached to each copy of the lease or sub-lease.

5 Manner of execution of lease and sub-leases

- (1) Every copy of a lease or a sub-lease shall be signed and amendments initialled by all the parties thereto.

- (2) Where land is held by joint owners, the signature of one joint owner shall be binding on all joint owners and the payment of rent to and acceptance by one of the joint owners shall be sufficient discharge for the lessee.
- (3) Where a party to a lease or sub-lease is a body corporate the signatures of any 2 of its trustees or principal officers shall be sufficient to bind the body corporate.
- (4) Where a party to a lease or sub-lease acts through a person holding a power of attorney the Lands Officer shall certify an accurate copy thereof to be a true copy and shall annex it to the copy of the lease or sub-lease to be retained in the appropriate register.

6 Language of leases and sub-leases

- (1) The copy of every lease or sub-lease retained in the leases register or sub-leases register shall be in English and the other copies shall be in English or the vernacular.
- (2) In the event of any discrepancy between the copies of a lease or sub-lease the copy retained in the appropriate register shall prevail.

7 Procedure for lease

Where as regards a proposed lease a lands court has confirmed all matters it is required to confirm by section 31(3) the registrar shall forthwith transmit all the copies of the proposed lease to the Minister for his consideration.

8 Procedure for sub-leases

After signature by the parties all the copies of a proposed sub-lease shall be transmitted to the Minister for his consideration.

9 Fees

The fees payable in respect of the matters specified in Schedule 2 shall be as therein prescribed.

SCHEDULE 1

REGULATION 2(1) of the Native Lands Leases Regulations
TUVALU

LEASE AGREEMENT

Name of Landowner (“lessor”):

Postal Address:

Name of Tenant (“lessee”):

Postal Address:

Name and no. of land, village and Island (“the demised land”)	Approx. area: Agreed rent: (\$ per acre/hectare)
---	--

Terms of lease.....years from.....20...

CONDITIONS OF LEASE

1. This Lease is subject to Part VI of the Native Lands Act
2. The lessee agrees to pay to the lessor the rent reserved in advance/arrear* on the day ofof every year the first of such payments to be made on the day of

[* *Delete whichever is not applicable and insert date 5 years after date of first payment of rent*]

3. The lessor and lessee agree that on theday of and at intervals of 5 years thereafter the rent shall be reviewed by agreement and in the absence of agreement that they shall refer the matter to the Lands Courts Appeal Panel for arbitration and shall accept the Panel’s determination.

*4. During the term of the lease the lessee shall be entitled to the exclusive use of all land, trees, plants and fixtures and shall pay all rates and taxes which may be payable in respect of the demised land.

[* *Delete if not applicable*]

*4. The lessee shall during the term of the lease subject as hereinafter provided be entitled to the exclusive use of the demised land. During the term of the lease the lessor shall retain

the usufruct of the trees and plants on the demised land and shall pay all rates and taxes which may be payable in respect of the demised land. The lessee shall permit the lessor or his agent at all reasonable times to enter upon the demised land to cultivate and harvest the trees and plants. In the event of the lessee requiring the removal of any trees or plants he shall pay compensation therefor.

[* Delete if not applicable]

5. The lessee shall not sub-let the demised land or any part thereof without the written consent of the lessor which consent shall not be unreasonably withheld.

6. If the rent hereby reserved or any part thereof shall be unpaid for 3 months after having become payable (whether formally demanded or not) the lessor may at any time thereafter re-enter and take possession of the demised land or any part thereof in the name of the whole.

7. The words "lessor" and "lessee" shall include their successors in title.

DESCRIPTION OF THE DEMISED LAND

as indicated on the annexed plan.

SCHEDULE OF TREES, PLANTS AND OTHER FIXTURES

Compensation amounting to \$..... has been paid to the lessor on P.V. No.....dated the.....day of.....in respect of the following -

Further compensation -

IN WITNESS the parties hereto agree to the terms and conditions of this lease as herein set out.

This.....day of.....

.....

Lessor

.....

Witness

.....

Lessee

.....

Witness

By Court Case No. of the Lands Court of

it is confirmed that -

- (a) the land to be demised is the property of the lessor;
- (b) the lessor is not prohibited under the Lands Code from alienating the land for the term proposed; and
- (c) the lessor will be left with sufficient land to support himself and his dependents.*

[*Delete if the land is wholly within an island or place to which paragraph (c) does not apply.]

Date.....

President

I am satisfied that -

- (a) the terms of this lease are not manifestly to the disadvantage of either party;
- (b) that the agreement conforms with the requirement of all regulations made under section 63 of the Native Lands Act;
- (c) that all the fees prescribed by such regulations amounting to \$..... have been paid on RR No.....dated.....

I approve the lease.

Date.....

Minister

Registered No.....

SCHEDULE 2

(Regulation 9)

	\$	c.
(a) For surveying land, preparing a plan and providing 3 or 2 copies thereof for a lease or sub-lease – for each boundary mark established.....	2	00
(b) For preparation of leases - per set of 3 copies.....	1	00
(c) For preparation of sub-leases - per set of 2 copies	1	00
(d) For submission of proposed lease to the Lands Court under section 31(2).....		75
(e) For registration under section 31 (5) or 34	1	00
(f) Making a memorial of surrender upon a lease or sub-lease under section 39	1	00
(g) Making an entry in Leases Register or Sub-Leases Register under section 41.....	1	00
(h) For searching Leases Register or Sub-Leases Register		50
(i) For preparation of a copy of a document registered under section 31 (5) or 34 – per page.....		50

ENDNOTES

¹ LN 11/1974

² Cap 46.20