

LEASE AGREEMENT

(Regulation 2 (1) of the Native Lands Lease Regulations)

Name of Landowner (“ lessor “) :

Postal address :

Name of Tenant (“ lessee “) :

Postal address :

Name and no. of land, village and Island

(“ the demised land “) :

.....

.....

Approximate area :

Agreed rent :

Term of lease : years from 20

CONDITIONS OF LEASE

1. This lease is subject to Part VI of the Native Lands Ordinance (Cap. 22).
2. The lessee agree to pay to the lessor the rent reserved in advance/arrears on the day of of every year the first of such payments to be made on the day of 19
3. The lessor and lessee agree that on the day 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.
5. At any time during the term of the lease the lessee may without the further consent of the lessor mortgage, encumber, pledge or otherwise offer as security all of his interest in this lease and the land described herein.
6. The lessee may sub-let the demised land or any part thereof.
7. If the rent hereby reserved or any part thereof shall be unpaid for 3 months after having become payable formal demand having first been made in writing, 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.
8. The words "lessor" and "lessee" shall include their successors in title.

**DESCRIPTION OF THE DEMISED LAND
as indicated on the annexed plan**

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 Magistrate 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 © does not apply.

Date :
Magistrate

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: date

I approve the lease.

Date:

Registered No:
Minister