



GOVERNMENT OF KIRIBATI

SUBLEASE AGREEMENT

Name of Sublessor (Landlord)	Government of Kiribati, PO Box 7, Bairiki, Tarawa
Name of Sublessee (Tenant) Postal Address	[REDACTED]
This Sublease is subject to the terms of Headlease (Registered Number No and , set out as Attachment 1 to this Sublease)	Name and Number of Land [REDACTED]
Approx. Area Agreed rent (\$2,500.00 pa/pa subject to Clause 2)	Term of Sublease: 5 years

CONDITIONS OF SUBLEASE

This sublease is subject to Part VI of the Native Lands Ordinance (Cap. 61).

1. The Tenant shall pay the rent to the landlord on **the 1st of January** every year in advance throughout the term granted and the first of such payments be made on the **1st of January 2014**.
2. The rent hereby agreed to be paid shall be reviewed on the **1st of January 2016** and thereafter at the interval of every 3 years and may be reassessed at such rate as may be reasonable having regard to the economic circumstances prevailing at the time of such review the rent as reassessed may by notice given by the Landlord become due and payable from the next ensuing day upon which rent becomes due and payable.
3. The Tenant shall not cut down or destroy any trees or other crops growing on the land without the written consent of the Landlord and shall be liable for any compensation payable to the landowner for any such cutting down or destruction.
4. During the term of this sublease the Tenant shall be entitled to the exclusive use of the land, all the trees, plants and fixtures and shall pay all rates and taxes which may be payable in respect of the demised land.
5. At all times during the term hereby granted the tenant shall maintain and keep in proper repair order the condition to land and any permanent improvements now or hereafter during the term erected thereon or affixed thereto (fair wear and tear and damage by fire excepted) and at the termination of this sublease the Tenant shall deliver up possession of the land and permanent improvements to the Landlord in such a state and conditions as shall be consistent with this condition paying compensation to the Landlord for any damage.

6. Subject to clause 7, at the termination of this sublease the Tenant may take from the land or may, by agreement, transfer to the Landlord any removable improvement effected by him; any fixed improvement made with the written consent of the Landlord or approved by the Court under Clause 7 shall become the property of the Landlord, subject to payment of adequate compensation being arranged by mutual agreement or failing agreement as the Court may determine.

7. (i) Where the Tenant proposes to make additional improvements on the sublease, the Tenant shall serve on the Landlord notice of his intention to make such improvements together with specifications and plans and the cost price and amount to be expended on such improvements showing the proposed improvements and the part of the existing premises affected thereby and if the Landlord, within three months after the service of the notice, serves on the Tenant notice of objection, the Tenant may apply to the Court to decide whether or not the Landlord's objection is reasonable and proper under the circumstances. And in considering the application the Court must satisfy that the improvement -

- (a) is of such nature as to be calculated to add to or increase the amount of compensation that the Landlord is to pay at the termination of this sublease in which case the Court must not allow it; or
- (b) is reasonable and suitable to the character thereof; or
- (c) will diminish the value of any other property (if any) belonging to the Landlord;

and after making such modifications (if any) in the specification or plan or the amount to be expended on such improvement as the Court thinks fit, or improving such other conditions as the Court may think reasonable, the Court may certify in writing that the improvement is a reasonable and proper improvement.

Provided that, if the Landlord proves that he has offered to execute the improvement himself in consideration of a reasonable increase of rent, or of such increase of rent as the Court may determine, the Court shall not give a certificate under this clause unless it is subsequently shown to the satisfaction of the Court that the Landlord has failed to carry out his undertaking.

- (ii) In considering whether the improvement is reasonable, proper and suitable to the character of this sublease, the Court shall have regard to any evidence brought before it by the Landlord that the improvement is calculated to injure the amenity or convenience of the neighbourhood.
- (iii) The specification and plan of the improvement shall show the type of improvement to be carried out and its value.

8. The Tenant shall not be entitled to claim compensation under clause 6 in respect of any improvement on the demised land unless he has, or his predecessors in title have served notice of the proposal to make the improvement under clause 6 upon the Landlord and the Landlord has consented to such improvement or the Court has approved under Clause 7.

9. The Tenant shall not transfer, assign, underlet or part with possession of the land the subject of this sublease or any part thereof without the written consent of the Landlord including any building of part thereof or other fixtures or part thereof on the land the subject of this sublease.

10. The demised land shall be used only for the purpose of erecting only a private dwelling house for the Tenant by the Tenant.

Private Dwelling House

Before which erection and construction the Tenant will provide and submit plans and specifications and the amount to be expended on the erection and construction of such dwelling house for the approval by the Landlord before the date of commencement of this sublease.

11. In the construction of **Private Dwelling House** referred to in clause 10, the Tenant shall provide a toilet suitable for connection to the Public Utilities Board (or its successor) reticulated sewerage system, unless otherwise approved in writing by the Public Utilities Board.

12. The Tenant shall provide on the site permanent water storage with a capacity of at least 500 gallons for roof water collection, such system to be supplemented by other water sources.

13. In the siting and placement of the building, the Tenant shall ensure;

- (i) that the total floor area of the building to be constructed shall not occupy more than 50% of the total land plot area.
- (ii) that the building is setback a minimum of 2.5 metres from the sublease boundary in high density areas, or
- (iii) that the building is set back a minimum of 5 metres from the sublease boundary in low density areas;
- (iv) that these plots which do not have frontage to a road, a minimum provision of 2.5 metres shall be made to provide for both vehicular and pedestrian access through adjoining plots,
- (v) that those plots that have frontage to a sealed main road, the sublease boundary shall be at least 9 metres from the centre line of the main road,
- (vi) that permanent collection facilities exist for both the storage and disposal of domestic household waste, and,
- (vii) that any other condition as required by a Local Planning Board as established by the Land Planning Ordinance (Cap. 48), is met,

14. The Tenant shall fulfill the requirements of conditions 10, 11 and 12 within 12 months of date of the commencement of this sublease.

15. If the rent or any part thereof shall remain unpaid for a period exceeding thirty days after the same shall have become due, the Landlord may re-enter and repossess the land or any part thereof in the name of the whole. If the Tenant shall be in breach

of any other condition of this sublease and shall fail to remedy the breach within thirty days of being so required by the Landlord by notice in writing the Landlord may re-enter and re-possess the land but without prejudice to any claim by the Landlord arising from the breach of any condition herein contained.

16. The Tenant shall not do or permit or suffer to be done on the land or in the buildings on the land anything in contravention of any bye-laws of the Local Government Council or any statutory or other provisions or regulations now or hereafter in force.

17. The words "Landlord" and "Tenant" shall include their successors in title.

18. This sublease agreement superceded previous sublease agreements.

DESCRIPTION OF LAND

Part of land [redacted] situated at **Betio** and known as **Lot** [redacted] as shown on the attached diagram.

DESCRIPTION OF PAYMENT AND SUBLEASE TERM

A total amount of \$1486.89 [redacted] has been paid by the applicant in recovery of the 6 years fee being for occupying the land prior to formal sublease approval as stipulated under the adopted Sublease Term Guideline approved by Cabinet in 2012 (MELAD Memo 135/12).

The adjusted sublease term of 5 years is afforded to the sublessee in accordance to the same Sublease Term Guideline.

IN WITNESS HEREOF, we the undersigned hereby agree to the terms and conditions set out herein this year 2016

MS [redacted]
Landlord
Date _____

Name: _____
(Witness)
Date _____

Name (Tenant)
Date _____

Name _____ (Witness)
Date _____

I approve this sublease

I approve this sublease

.....
Ms [redacted]
Landlord
Date:

.....
[redacted]
Minister for Environment, Lands
and Agricultural Development
Date:.....

Registered Number



TE TAUTAIEKA NI KIRIBATI

TE BORARAOI N TE MANGA-RIITI

Aran te Tia Anga te Manga-riiti (te Toka-taake)	TE TAUTAIEKA NI KIRIBATI P.O.BOX 7, BAIRIKI, TARAWA.
Aran te Tia Manga-riiti (Tenanti) Ana tabo ni maeka:	[REDACTED]
Te Manga-riiti aio e katan i an te Atu n Riiti (ae nambana n aron taekana ae kanimaki ma te Boraraoi ni Manga-riiti aio)	Aran ao namban te aba [REDACTED] Betio
Katautauan buburana: 0.046 eeka Maitin roona: \$92.00 (\$2,000 n te eka n te ririki, nora Clause 2)	Maanin te Manga-riiti: 5 te ririki man 1st January 2014

KAETIETI I BUKIN TE MANGA-RIITI

Te Manga-riiti aio e kabaeaki taekana i an Makoro VI n te Tua ibukin Aaba (Cap. 61).

1. Te Tia Manga-riiti e na kabwaka roon te aba nakon te Tia Anga te Manga-riiti n **1 n Tianuare** ni katoa ririki ni moa man te tai are e kariaiakaki iai te manga-riiti ao te moani kabwaka mwane n aron anne e na karaoaki **n 1 n Tianuare 2014**.
2. Te roo are e a tia ni boraraoiakinaki ikai ba e na kakabwakaaki, e na manga rinanoaki **n 1st Tianuare 2016** i mwin kaka-teniua te ririki ao are e na manga baireaki n aron katautauan nakoraoin te waki are e reke n tain rinanoan te roo n te tai anne ao are e na kona ni katanoataaki iroun te Tia Anga te Manga-riiti ba e a tauraoi ao e a kona ni kabwakaaki ni bongina are e a tia ni boraraoiakinaki ba e na bwaka iai.
3. Te Tia Manga-riiti e na aki koroi ke n urui kaai ke kai-n-amarake ake a riki rake i aon te aba n akea ana kariaia te Tia Anga te Manga-riiti n te koroboki ao e na kona ni kaboi mwin uruaki nakon te tia ababa i bukin ana korokai ao ana urubwai.
4. I nanon tain te manga-riiti, e kariaiakaki te Tia Manga-riiti ni kabongana te aba, kaai ni bane, aroka ma baike a tei iai ao ni kabwakai angabwai i bukin te aba anne.
5. N taai nako i nanon tain maiun te manga-riiti, te Tia Manga-riiti e na tararuai ao e na kawakin raoi kaetieti n te aba anne, ma taiani karikirake ake a teimatoa, ake a kateaki ke a karaaiaki nako iai n tain te manga-riiti (ma ti kerikaakin teimatoan te bwai i bon irouna ao te bue n te ai) ao ni banen tain te manga-riiti ao te Tia Manga-riiti e na karaai arona ni bwaibwai n te aba ao ni karikirake ake a teimatoa nakon te Tia Anga te Manga-riiti n te aro are e nakoraoi ma te kaetieti ke ni kabwaka te kabomwi i bukin te uruaki.

6. Ni kaineti ma Makorona 7, ni banen tain te Manga-riiti, te Tia Manga-riiti e kona n anaia man te aba, ke e kona, n te boraraoi, ni karaaia nakon te Tia Anga te Manga-riiti, te karikirake are e kona ni kaingaki are e boni karaoia; te karikirake are e aki kona ni kaingaki are e karaoaki n ana kariaia te Tia Anga te Manga-riiti n te koroboki ke n ana kariaia te Kabowi n aron taekana ni Makorona 7, e na riki ba ana bwai te Tia Anga te Manga-riiti, are e na katabeaki i bukini kabwakaakin te kabomwi ae riai n aron te boraraoi bon i marenaia ke n aki kakoroan nanon te boraraoi ao e na baireia te Kabowi.

7. (i) Ngkana iai te karikirake ae e na karaoia te Tia Manga-riiti n te aba anne ao e na katanoataa nakon te Tia Anga te Manga-riiti nanona ni kani karaoi karikirake n ikotaki ma makuri ni katamaroa tabeua ao bannaia, booia ao te maiti are e na kabaneaki i aoni karikirake n aron akanne, ni kaoti iai karikirake ake a katautauaki ao itera tabeua ake a na rootaki iai baike a tia n tei ao ngkana arona ba te Tia Anga te Manga-riiti, i nanon tenua te namakina i mwin reken te katanoata irouna e totokoa ana waki te Tia Manga-riiti, e kona te Tia Manga-riiti n uotia nakon te Kabowi ba e na ongoraia ba e riai ma n tau ana totoko te Tia Anga te Manga-riiti ke e aki n aron teina. Ao n ongoraeakinan te bubuti aei e riai te Kabowi ni kaangaraoia ba te karikirake -

(a) e na tiku n arona are e na iai ae ikotaki nako iai ke ni karakaaki riki te maiti i bukin te kabomwi are e na kabwaka te Tia Anga te Manga-riiti ni banen tain te manga-riiti, are e na riai n aki kariaia te Kabowi; ke

(b) e riai ma n tau n arona aei; ke

(c) e na kerikaaki boon ana bwai te Tia Anga te Manga-riiti ake tabeua riki (ngkana iai);

ao i mwini karaoan taian onoona (ngkana iai) ma katamaroa ke bannaia ke te maiti are e na kabaneaki i bukin te arikirake n aekan aikanne n aron ae kataua te Kabowi, ke ni karaoiroi riki kaetieti ake tabeua, n aron ae kantaningaia te Kabowi ba e riai, te Kabowi ngkanne e a kona n anga ana Kakoaua n te Koroboki ba te karikirake anne e bon riai ma n tau. Ma ti ngkana e kakoaua te Tia Anga te Manga-riiti ba e na karaoa te karikirake boni ngaia n iangoan irakean roon te aba, ke n te rikirake n te roo anne n aron ae e na ongoraia te Kabowi, te Kabowi e na aki anga ana Kakoaua n te Koroboki n te makoro aei n aron otana ni koaua iai ba te Tia Anga te Manga-riiti e a tia n aki kakoroa nanon ana waki.

(ii) N rinanoan taekan te karikirake ba e bon riai ma n tau nakon tein te manga-riiti, te Kabowi e kona ngkanne n rikaakini koaua tabeua ake a uotaki nako matana iroun te Tia Anga te Manga-riiti ba te karikirake anne e nanonaki ba e na urui mweraoia ake i rarikina.

(iii) Katamaroan ma bannan te karikirake a na kaota aekan te karikirake are e na karaoaki ao maitini boona.

8. E na aki katauaki te Tia Manga-riiti ba e na tangira te kabomwi i an te Makoro 6 i bukin te karikirake n te aba ma ti ngkana e a tia ngaia, ke uake mai mwaaia ni kaongongo aia katanoata nakon te Tia Anga te Manga-riiti nanoia ni karaoa te karikirake, ao n tia naba n anganaki te kariaia mairoun te Tia Anga te Manga-riiti n ai aron are e a tia ni kataua te Kabowi ian the Makoro 7.

9. Te Tia Manga-riiti e na aki karaaia, anga, kataua ba e na raure mani kabonganaakin te aba are boni ngaia oin te boraraoi n te manga-riiti ke n raure naba ma makorona n akea ana kariaia te Tia Anga te Manga-riiti n ikotaki ma te auti ke makorona ke baike a kateaki ke makoroia i aon te aba are boni ngaia oin te boraraoi n te manga-riiti.

10. Te aba e na ti kabonganaki i bukin kateakin te auti ni maeka (bwai ni Matang) iroun te Tia Manga-riiti, i bukin te Tia Manga-riiti

Auti ni Maeka

are i main kateana ao te Tia Manga-riiti e na katauraoi ao n anga bannana ao katamaroa tabeua ao te maiti are e na kabaneaki ni katean te auti ni maeka (bwai ni imatang ao a bati riki, i bukin ana kariaia te Tia Anga te Manga-riiti i main te tai are e moanaki iai te Boraraoi n te Manga-riiti aei.

11. Ni katean te auti ni maeka (bwai ni Matang) ao a bati riki, are nanonaki ni Makoro 10, te Tia Manga-riiti ngkanne e na katea naba ana kai-n-nako-tari are e na angaraoi tomaakina ma ana baibu te Botaki n Ran ao n Iti (ke taan onea mwina) ma ti ngkana e kariaia te PUB n te koroboki.

12. Te Tia Manga-riiti e na katauraoa n te tabo te tanke ae teimatoa ma katautauani kanoana ae 500 te karan i bukini kawakinan karaun te auti ba a na raonaki iai anga ni kareke-ran tabeua.

13. N taran te tabo ao ni bairean nnen te auti, e riai te Tia Manga-riiti ni kakooua:

- (i) ba buburan aontano are e na kateitei iai e na tai raka i aon 50% ni buburan aontano are e anganaki;
- (ii) ba e na reke mawan te auti ae 2.5 te miita man tian te manga-riiti ni karinan ake a ribariba auti i aoia;
- (iii) ba e na reke mawan te auti ae 5 te miita man tian te manga-riiti ni karinan ake a maranga auti i aoia;
- (iv) ba taabo ake a aki kaitaraa te kawai, a na karekeaki 2.5 te miita ba a na kabonganaaki i bukia kaa ma taan nakonako riaon tian nako taabo akanne;
- (v) ba taabo ake a kaitaraa te kawai are e bubura are e kamatoaki, ao tian te manga-riiti e na riai n reke 9 te miita mai nukan te kawai;
- (vi) ba bwai aika a teimaan a riai n reke i bukini kawakinan ao nnen tewenakoan maangen te auti, ao,
- (vii) ba kaetieti riki tabeua ake a tangiraki n te Rabata ni Babaire n ai aron ae kateaki i aan te Tua i bukini Babairean Aba (Cap. 48), a iraki nanoia,

14. Te Tia Manga-riiti e na kakoroi nanoni baika a taekinaki ni Kaetieti 10, 11 and 12 n aki riaon 12 namakaina man te bong are e moanaki iai te manga-riiti.

15. Ngkana arona ba roon ke makoron roon te aba e tiku n aki bwaka i nanon te maan ae tenibwi te bong i mwin te tai are e na bon riai ni bwaka iai, te Tia Anga te Manga-riiti e a kona ngkanne ni manga ninia ke ni manga baina te aba ke makorona i

bukin rabatan te aba ni bane. Ngkana arona ba e urua teuana man te kaetieti n te manga-riiti te Tia Manga-riiti ao e aki karaoiroa mwin ana kairua anne i nanon tenibwi te bong mai mwin kaongoakina iroun te Tia Anga te Manga-riiti n te koroboki, e a kona ngkanne te Tia Anga te Mang-riiti ni manga baina te aba n aki manga tabeakina kaongoakin te Tia Manga-riiti n tangina ngkoa are reke man uruan teuana te kaetieti are e koreaki ikai.

16. Te Tia Manga-riiti e na aki karaoa ke kariaia ke kataua be na karaoaki i aon te aba ke n te auti i aon te aba te bwai teuana are e na kaitara ma ana Oin-tua ana Kauntira n Abamakoro te Tautaeka, botaki aika katauaki iroun te Tautaeka, babaire ma kaetieti aika kabonganaki man ngkai ke nakon taai aika rimwi.

17. Taeka aika “te Tia Anga te Manga-riiti” ao “te Tia Manga-riiti” bon iai aia bonomwi n aia karinan.

18. Te boraraoi n te manga riiti aio e kamauna korakoran te boraraoi n te manga riiti ake mai mwaina.

KABWARABWARAN TAEKAN TE ABA

Makoron te aba ae [REDACTED] ae mena i **Betio** ae ataaki ba [REDACTED] n aron mwabena ae kaairaki ikai.

NI KAKOAUAN AEI, ngaira aika ti tiaina i nano, ti kataui taiani babaire ma kaetieti aika wene i matara i nanon te beba aio n te ririki 2016.

Ms [REDACTED]
Te Tia Anga te Manga-riiti.

Aram: _____
(Tia Kakoaua)

[REDACTED]
(Te Tia Manga-riiti)

Aram: _____
(Tia Kakoaua)

KABWARABWARAAN TE BAKAMANE MA MAANIN TE MANGA RIITI

Te Tinetine ae maitina **\$750.00** e a tia ni kaitiakaki ao n tauaki mwiina iaon te ritiiti ae nambana **RR 234523** n te bong ae **10/1/2016** ibukin maeknanakin ana Riiti te Tautaeka n te maan ae raka iaon **10 te ririki**. E kamatoaaki n te Boraraoi aio ba Te Tia Manga Riiti ena anganaki te maan ae **15 te ririki** ni kaineti ma te kainibaire iaon te Manga Riiti are e a tia ni kabwaataki iroun Kaebineti n 2012 (MELAD Memo 135/12)

I a kariaia te Manga-riiti:

I a kariaia te Manga-riiti:

[REDACTED]
Te Tia Anga te Manga-riiti

[REDACTED]
Minita i bukin Te Otabwanin,
Aaba ao Karikirakean te Ununiki

Bongin namwakaina.....

Bongin namwakaina.....

Tauan mwiin Nambwana