

1. **Foreword**
2. **Summary of Landholding**
3. **The Land Policy**
 - 3.1 Purpose
 - 3.2 Land Register
 - 3.3 Estates
 - 3.4 Land Sale
 - 3.5 Land Lease
 - 3.6 Notice for Land Applications
 - 3.7 **Eligibility to acquire land**
 - 3.7.1 Application
 - 3.7.2 Assessing Applications
 - 3.7.3 Criteria for Selection
 - 3.7.4 Draw for Applications
 - 3.7.5 Informing Applicants
 - 3.7.6 Acceptance of Offer
 - 3.7.7 Unsuccessful Applicants
 - 3.7.8 Reallocation of Land
 - 3.8 **Terms and Conditions of Lease**
 - 3.8.1 Business
 - 3.8.2 Agricultural
 - 3.8.3 Residential
 - 3.8.4 Community Purpose
 - 3.8.5 Alii and Faipule
 - 3.8.6 Timeframe
 - 3.8 Purpose of Land use
 - 3.9 Lease Term and Renewal Period
 - 3.10 Rent Review Period
 - 3.11 Lease Rents
 - 3.12 Purpose of Land Use
 - 3.13 **Recovery**
 - 3.13.1 Enforcement of Collection of Arrears
 - 3.13.2 Land Sale Arrears
 - 3.13.3 Land Lease Arrears

3.14 **Reallocation of Repossessed Land**

3.15 **Transfer of Land**

3.15.1 Land Sale

3.16 Land Lease

3.17 Voluntary Takeover of Lease

3.18 Additional Condition for Land Transfer of Lease

3.19 Variation of Lease

3.20 Renewal of lease

3.21 Appointment of Trustee

3.22 **Transfer of Titles**

3.22.1 Land Sale

3.23 By a decision of the Cabinet

3.24 By a decision of the Court

3.25 Application to Purchase Part of the Lease

3.26 Mortgages

3.27 **Surveys**

3.27.1 Survey Work

3.28 Survey Equipment

3.29 **Fees**

3.29.1 Survey Fees (includes redefinition, subdivisions, topographical)

3.30 Administration Fees (includes admin, transfer, copies etc.)

4 **Schedules**

4.1 Current Lease Rates

4.2 Standard Deed of Lease

FOREWORD

The reconstruction of Western Samoa Trust Estate Corporation ("WSTEC") in 1990 resulted in Government settling all of WSTEC's debt of \$23,286,782.00, and taking control of about 24,000 acres of WSTEC land. Samoa Land Corporation ("SLC") was then set up by the Government in the same year under the then Companies Act 1955 now repealed and replaced by the Companies Act 2001. SLC was mandated to divest the 24,000 acres and repay Government the amount used to settle WSTEC's debt.

SLC under its Articles of Association is allowed to deal in all real estate development except in directly involving itself in agricultural development. Hence, SLC can sell, acquire, lease or develop land not only to generate revenue, but to assist with economic development of Samoa.

While SLC has the jurisdiction to sell land, any land sale and its conditions thereof are subject to final approval by Cabinet. Lease rates are also directed by Cabinet from time to time to ensure affordability and encourage development.

This Policy is an attempt to formally document the various practices adopted by SLC over the years, to administer the divestment of its landholding.

This Policy document is intended to apply consistency, fairness and transparency in dealing with Government land administered by SLC.

This policy is to be reviewed every three (3) years.

2 SUMMARY OF LANDHOLDING

SLC has taken the initiative to consolidate statistics of land divested to it by compiling the Land Reconciliation document annexed hereto.

The Land Reconciliation document provides the current landholdings of SLC and is subject to change over time.

3 THE LAND POLICY

3.1 Purpose of this Land Policy

This Land Policy document contains guidelines that are to be observed by SLC at all times in dealing with land matters.

This document shall be reviewed every three (3) years.

3.2 LAND REGISTER

3.2.1 SLC must keep a Land Register to record all land specifications according to its:-

- (i) Locality;
- (ii) Acreage;
- (iii) Tenant's particulars and accounts information; *and*
- (iv) Legal descriptions.

3.2.2 The Land Register must be maintained and updated on an annual basis.

3.3 Estates

3.3.1 The Estates Section administers SLC's lands allotted to members of the public for sale and lease.

3.3.2 Land leases are for the purposes of residential, agriculture, community purposes, Alii and Faipule and business.

3.4 Land Sale

3.4.1 This clause applies only in respect of land sales executed before the coming into effect of Cabinet Directive (FK (13) 34) which provided that no more land is to be sold at Falelauniu (Phase III) subdivision unless directed otherwise by Cabinet.

3.4.2 The terms and conditions of all agreements executed before the coming into effect of FK (13) (34) shall continue to apply in cases where lands are sold in the following manner:

- (i) lease to own basis ; or
- (ii) alienation based on customs and usage (customary land sale); *or*
- (iii) sale to members of the business community (industrial land sale).

3.4.3 In the event there is land available for sale, the General Manager or Manager of Lands and Estates shall provide details such as location, acreage, and development costs, to the Land Sub-Committee and Board.

3.4.4 In determining the purchase price of lands allotted for sale SLC shall ensure to:

- (i) obtain and consider the minimum of two (2) valuations; and
- (ii) assess that the valuation gives a fair price to reflect the current market value of the land; and
- (iii) make a final decision on the valuation to be employed and submit this to the Board for final approval before an offer for sale of land is made for that price.

3.5 Land Lease

3.5.1 In the event there is available land for lease, the General Manager or Manager of Estates will provide the details such as location, acreage, development costs, lease and sale price of available land to the Sub-Committee and Board.

3.6 Notice for land applications

3.6.1 SLC shall by public notice, call for applications from members of the community in the event where land becomes available for lease or sale.

3.7 Eligibility to Acquire Land

3.7.1 Applications

There must be a written application for the lease or sale of land lodged with the main SLC Office or Salelologa Market that should be addressed either to the:

- (a) Minister of Samoa Land Corporation; or
- (b) Chairman of the Board of Directors; or
- (c) General Manager of SLC.

3.7.1.2 The application must be dated and must clearly define the reason for applying for land.

3.7.1.3 No deposit must accompany application.

3.7.1.4 Applications must be stamped, received and dated by the Receiving Officer.

3.7.2 Assessing Applications

3.7.2.1 A list of all applications for land shall be submitted to the Lands Sub Committee and Board every three (3) months.

3.7.2.2 The list shall summarise the:

- (a) nature of application; and
- (b) social status of application; and
- (c) financial status of applicant ;and
- (d) ability of applicant to pay; and
- (e) whether the applicant is already a landowner.

3.7.2.3 The Manager of Estates through the General Manager shall make recommendations to the Board based on the selection criteria.

3.7.3 The criteria for selection is as follows:

3.7.3.1 SLC shall produce an application form that should be filled out by the applicant and submitted together with a written application for land.

3.7.3.2 The application form should provide clear reasons for need of land and should particularize requirements set out in Clause 3.7.2.2 (a-e).

3.7.3.3 In determining applications SLC ought to consider and pay regard to:

- (a) the sincerity and dire need for land in the case of applications for land sale; and
- (b) use and utilization of land for applications for lease; and
- (c) capability to pay; and
- (d) applicant's debt history.

3.7.3.4 Priority will be given to non landowners.

3.7.4 Draw for Applications

3.7.4.1 All applications that meet the criteria for selection shall be referred to a pool for a draw to determine allocation of available land.

3.7.5 Informing and Accepting Offer

3.7.5.1 All successful applicants must be informed by means of a Letter of Offer setting out in brief the Terms and Conditions of the Lease.

3.7.6. **Acceptance of Offer**

- 3.7.6.1 All successful applicants shall comply with the Conditions set out in the Letter of Offer.
- 3.7.6.2 All applicants shall inform office of intention to accept within time stipulated in Letter of Offer.
- 3.7.6.3 The Offer will be forfeited if the Conditions of Offer are not complied with.

3.8 **Terms and Conditions of Land Lease**

SLC's lands may be leased for any of the purposes as specified herein:

3.8.1 **Business**

- (a) The Lessee shall comply with Terms and Conditions of the lease that is annexed and forms part of the Deed of Lease and registered with the Ministry of Natural Resources and Environment as Registered Document 21013.

3.8.2 **Agricultural**

- (b) The Lessee shall comply with Terms and Conditions of the Lease that is annexed and forms part of the Deed of Lease and registered with the Ministry of Natural Resources and Environment as Registered Document 21012.

3.8.3 **Residential**

- (c) The Lessee shall comply with the Terms and Conditions of the Lease that is annexed and forms part of the Deed of Lease and registered with the Ministry of Natural Resources and Environment.

3.8.4 **Community purposes; and**

- (d) The Lessee shall comply with the Terms and Conditions of the Lease that is annexed and forms part of the Deed of Lease and registered with the Ministry of Natural Resources and Environment.

3.8.5 **Alii and Faipule**

- (e) The Lessee shall comply with the Terms and Conditions of the Lease that is annexed and forms part of the Deed of Lease and registered with the Ministry of Natural Resources and Environment.

3.8.6 Timeframe

If the Lessee does not utilise the allotted leased land within 6 months since grant of lease for business and 12 months for residential and agricultural, then the Offer for Lease shall be forfeited and the land, revert to the Corporation for allocation to the next eligible applicant drawn from the pool.

3.9 Lease Term and Renewal Period

3.9.1 SLC shall grant in the case of:

(i) business, community, agricultural and Alii and Faipule leases a twenty year term with a right of renewal for a further twenty years pursuant to the terms and conditions of the lease; or

(ii) residential leases ten years term with a right of renewal for a further ten years subject to the terms of the lease.

3.10 Rent Review Period

3.10.1 For business and residential leases, lease rent shall be reviewed every three years since grant of lease.

3.10.2 In the case of agricultural, community and Alii and Faipule leases the lease rent shall be reviewed every five (5) years since grant of lease.

3.11 Lease Rents

(i) Lease rent shall be in accordance with the location and nature of use and based on approved percentage of market value of land from time to time.

(iii) After any review of the lease rent, the new rate shall not be lower than the rate for the preceding twelve (12) months.

3.12 Purpose of Land Use

3.12.1 The Lessee(s) shall utilise the land, for the purpose in which it was granted whether for business, agricultural, residential, community and purposes of Alii ma Faipule. Diversion from that purpose without prior knowledge and approval of SLC will result in termination of lease.

3.12.2 Written approval must be obtained from SLC if the lessee wishes to change land use. New charges in accordance with the nature of land use will be applied.

3.12.3 The lease shall be varied in accordance with Clause 3.19 if approval is granted for the change of land use.

3.13 Recovery

3.13.1 Enforcement of Collection of Arrears

SLC may exercise the following conditions when account is in arrears.

3.13.2 Land Sale arrears

	ARREARS	ACTION
1	Arrears 1month	Advisory letter
2	Arrears 3 months	14 days notice (repossession at no payment)
3	Arrears 6 months and above	<ol style="list-style-type: none">1. Repossess land2. Apply penalty/retention fee (in Agreement)3. All incurred interests will be charged4. Remaining balance dealt with in accordance with agreement5. Re-allocation of land6. Legal action for recovery based on agreement

3.13.3 Land Lease arrears

	ARREARS	ACTION
1	Arrears 1 month	Advisory letter
2	Arrears 3 months	14 days notice (repossession at no payment)
3	Arrears 6 months and above	<ol style="list-style-type: none">1. Repossess land2. Apply penalty/retention fee (in Agreement)3. All incurred interests will be charged4. Remaining balance dealt with in accordance with agreement5. Re-allocation of land6. Legal action for recovery based on agreement

3.14 Reallocation of Repossessed Land

3.14.1 Repossessed land for both land sale and lease shall be offered to the applicant successfully drawn from the pool per Clause 3.7.4.

3.14.2 The requirement for reallocation of lands based on a draw applies on all new applications submitted to SLC as of January 2015.

3.15 Transfer of Land

3.15.1 Land Sale

3.15.2 Land may only be transferred upon written consent being obtained from the transferor of his intention to transfer land to any third party.

3.15.3 Assessment and approval by SLC of the application is based on issues relating to payment of land.

3.15.4 Land may be transferred upon payment of:

(a) \$50.00 in the case of direct transfer to the transferor's immediate family member; or

(b) \$100.00 in the case of a transfer to any other third party.

3.15.5 This fee will be reviewed from time to time.

3.15.6 No land can be transferred unless arrears are settled in full.

3.16 Transfer of Lease

3.16.1 Upon application from the Lessee to transfer all or part of the lease. Lease can only be transferred under the following conditions:

3.16.2 Reason for transfer is justified;

3.16.3 Land is properly utilised;

3.16.4 No arrears;

3.16.5 All related costs/fees will be paid by the applicant.

3.17 Voluntary Takeover of Lease

3.17.1 In the event that a third party on his own volition agrees to takeover a lease then he shall:

- (i) provide for approval by the General Manager a written application confirming his intention to take over the lease;
- (ii) bear all costs relating to the takeover of the lease, including administration fees to terminate the old and have the new lease registered;
- (iii) pay all arrears accrued either by making a lump sum or installment payments towards charges before the takeover of lease takes effect.

3.18 Additional Condition for Land Transfer of Lease

3.18.1 In the event the transfer is requested but land is not properly utilised, then the request shall be dealt with as follow:

3.18.2 Lease must be surrendered;

3.18.3 Only 50% of the lease land can be transferred provided there are no arrears;

3.18.4 All related costs/fees will be paid by applicant.

3.19 Variation of Lease

3.19.1 If a Lessee applies for any variation of the lease to provide for subdivision, assignment, transfer of the lease to another party then the Lessee bears all costs relating to that variation including any survey, stamp duty, registration fees, and any other statutory fee required by relevant legislation from time to time.

3.19.2 In the event that part of the lease is repossessed on accrued arrears, the lease shall be varied, and costs expended for that variation shall be borne by the lessee including but not limited to surveying fees, stamp duty, registration costs, and any other statutory fee required by relevant legislation from time to time.

3.20 Renewal or otherwise of any lease will be subject to:

- (i) Good payment and/or good utilisation;
- (ii) Rate will be determined by the Board from time to time.

3.21 Appointment of Trustee

3.21.1 A trustee may be appointed to oversee the administration of a lease or land sale for the surviving beneficiaries if the lessee dies without passing title of the lease to any of his surviving relatives.

3.21.2 Any trustee appointed under section 3.18.1 shall have the legal capacity to oversee the administration of any lease.

3.22 Transfer of Title

3.22.1 Land Sale

3.22.2 Title of ownership of land will only be transferred / conveyed upon full payment of the sale price per conditions of purchase agreement.

3.22.3 The Corporation shall at no time bear the costs for any fees related to the transfer of land to transferee.

3.22.4 The transferee shall bear all costs for the transferral of property, including legal fees, stamp duty and registration fees.

3.23 By a Decision of Cabinet

In the event that Cabinet approves transfer of title either as a result of a land exchange or any other purpose, the value of such land must be reflected in the accounts and the register is updated accordingly.

3.24 By a Decision of the Court

In the event that land titles must be transferred as a result of a court decision, the same procedure shall apply as in 3.23 above.

3.25 Application to Purchase part of the Lease

In the case that a Lessee applies to purchase part of the lease, the application shall be referred to the Board and Cabinet.

3.26 Mortgages

SLC shall inform financial institutions that the mortgage is on all improvements on the Leasehold and that the land does not form part of the mortgage.

The consent must specify that validity of mortgage term is for the 1st term of Lease only.

3.27 Surveys

3.27.1 Survey Work

1. All surveying work of the Corporation must be executed by the survey Section.
2. Depending on urgency, survey work may be tendered to outside survey firms.
3. The Corporation may also provide paid survey services for the public and other Government Ministries and Corporations.

3.28 Survey Equipment

Survey Equipments shall be replaced every five (5) to ten (10) years.

3.29 Fees

3.29.1 Survey Fees

3.29.1.1 Redefinition Surveys

Fee is dependent on size of block and location and shall follow the guide set out in *SCHEDULE LS-FEE*. It will be reviewed every three (3) years.

3.29.1.2 Subdivisions

Fee will depend on size of subdivided block and number of new allotments and shall follow the guide set out in *SCHEDULE LS-FEE*. It will be reviewed every three (3) years.

3.29.1.3 Topographical/Engineering Surveys

Fee is dependent on details required

SCHEDULE (LS) - FEE

(i) Redefinition Surveys

- ¼ acre - \$300.00 (outsiders)
- ¼ " - \$250.00 (SLC client)
- ½ " - \$350.00
- 3 x ¼ acres \$450.00
- 1 acre - \$500.00
- 1-4 acres - \$500.00 + \$100.00/acre for any additional acre(s)
- 5 acres - \$800.00
- 5-9 acres - \$800.00 + \$100.00/acre for any additional acre(s)
- 10 acres - \$1,200.00
- 10-40 acres \$1,200.00 + \$100.00/acre for

- 50 acres - \$3,500.00

(ii) **Sub-division Survey**

- 1 acre - \$1,500.00
- Additional acre(s) - \$500.00

3.30 Administration and Other fees

- Change/Add of any or new name(s) - \$50.00
- Change of ownership (no relation) - \$100.00
- Confirmation letter - \$25.00
- Administration fee for Lease:
 - Agriculture / Business - \$440.00
 - Residential - \$220.00
- Land payments (Statement) - \$2.00/page
- Photocopy of Land Deeds/Transfers - \$2.00/page
- Photocopy of Survey Plan

A4	-	\$5.00
A3	-	\$10.00

4 SCHEDULES**4.1 LEASE RATES AS APPROVED BY THE BOARD IN JULY 2014****[I] AGRICULTURAL**

	LOCATION	Per acre per annum Incl. of VAGST \$
1	Fiaga Aleisa	65.00
2	Aleisa East	130.00
3	Atele	260.00
4	Falelauniu	260.00
5	Laloanea West	195.00
6	Letava	130.00
7	Nu'u	325.00
8	Tafa'igata	325.00
9	Vailele	200.00
10	Tanumalala	65.00
11	Tapatapaō	200.00
12	Vailele (METI)	200.00
13	Letogo (Cattle Farmers)	200.00

[II] ALII and FAIPULE

	LOCATION	Per acre per annum Incl. of VAGST \$
1	Aele	250.00
2	Faleula	250.00
3	Vaiusu	100.00
4	Malie	100.00
5	Satuimalufilufi	100.00
6	Apolima	100.00
7	Aiga-i le-Tai	100.00
8	Lalovi Mulifanua	100.00
9	Casala (Fasito'o)	100.00
10	Matāutu Falealili (1) (sub-divided)	100.00
11	Matāutu Falealili (2)	50.00
12	Safune (Ologogo)	20.00
13	Lefagaoali'i (Ologogo)	20.00
14	Samauga (Ologogo)	20.00
15	Paia (Ologogo)	20.00
16	Safotu (Ologogo)	20.00
17	Falelima	50.00

[III] SCHOOLS & GOVERNMENT PROJECTS

	LOCATION	Per acre per annum Incl. of VAGST \$
1	Sogi (National Early Childhood Council)	700.00
2	Vaitele (Fa'atuatua College, BEN, Loto Taumafai School)	500.00
3	Letogo Primary School	200.00
4	Vailele Primary School	200.00
5	Aele Primary School	100.00
6	Saina & Toamua Primary School	200.00
7	Tuana'imato (Samoa Victim Support Group) & Red Cross	500.00
8	Government Ministries, Corporations (Tuanaimato)	800.00
9	Samoa Cultural Centre (Tafaigata)	1,000.00

[IV] INDUSTRIAL / BUSINESS LEASES

	LOCATION	Per acre per annum Excl. of VAGST \$
1	Vaitele	14,640.00
2	Falelauniu	4,000.00
3	Tuana'imato Complex	10,000.00
4	Matautu Falealili	500.00
5	Tafa'igata	2,500.00
6	Aleisa	1,000.00