



INDEPENDENT COMMISSION AGAINST CORRUPTION

COMMUNIQUÉ

L'Independent Commission Against Corruption (ICAC) a pris connaissance de la tournure des articles de presse et d'un communiqué du bureau du Directeur des Poursuites Publiques sur une enquête concernant un cas allégué de conflits d'intérêts.

La Commission voudrait apporter les éclaircissements suivants dans l'intérêt public:

1. La Commission est régie par la *Prevention of Corruption Act (PoCA)*.
2. Le lundi 6 juillet, 2015, l'ICAC a reçu une "referral" du Ministère des Terres et du Logement, notamment sur un projet dit Sun Tan Hotels PTY Ltd.
3. Ce "referral" s'inscrit dans la section 45 (1) (e) de la loi, qui stipule que: "(...) where in the exercise of his functions, the chief executive of a public body, is of the opinion that an act of corruption or a money laundering offence may have occurred, he may refer the matter to the Commission for investigation."
4. De par la PoCA, l'ICAC a l'obligation de:
 - a. "receive and consider any allegation that a corruption offence has been committed" (sec 20 (1) (c));
 - b. "investigate the conduct of any public official which, in its opinion, is connected with or conducive to, corruption" (sec 20 (1) (e)).
5. Une enquête préliminaire a été ouverte.
6. L'audition des témoins est toujours en cours. Par conséquent, l'enquête n'est pas complétée et suit le cours normal du procédé d'investigation, comme toute autre enquête.
7. La Commission est tenue à un devoir de confidentialité de par la section 81 du PoCA. De ce fait, l'ICAC s'est refusé d'entretenir toute demande d'informations de la part des journalistes sur le sujet depuis l'ouverture de l'enquête, comme pour toute autre enquête.
8. Rétablir les faits de certains articles publiés dans la presse équivaldrait à dévoiler les détails de l'enquête.
9. Face aux spéculations entourant cette affaire, l'ICAC voudrait lancer un appel à la retenue de tout un chacun, afin que l'enquête puisse être menée convenablement et en toute sérénité.

Au nom du Directeur Général,

09/07/15

annex
C.G.
22/07/15



INDEPENDENT COMMISSION AGAINST CORRUPTION

COMMUNIQUÉ

L'Independent Commission Against Corruption (ICAC) a pris connaissance d'un communiqué de presse de Mlle Shakilla Jhungeer portant sur sa démission du board de la Commission. Dans l'intérêt public, la Commission voudrait rappeler que:

1. L'enquête dite Sun Tan Hotels PTY Ltd a été initiée le 6 juillet dernier, soit il y a huit jours. Elle est toujours en cours et l'ICAC procède avec toute diligence que requière une enquête de cette envergure.
2. Le principe de "*rule of Law*" implique une enquête juste et impartiale où les droits d'une personne ne sont pas lésés. L'ICAC n'a pas dérogé - et ne dérogera jamais - à ces principes fondamentaux, ni dans cette enquête, ni dans aucune autre enquête.
3. La version des faits d'une des personnes mentionnées dans l'affaire est toujours attendue.
4. L'ICAC traite toute enquête avec le même degré de sérieux et de professionnalisme. Par conséquent la Commission ne confondra jamais vitesse et précipitation dans ses enquêtes. Ceci, afin d'éviter d'arriver à des conclusions hâtives.

L'ICAC regrette la persistance de commentaires sans retenue faits dans le sillage de cette enquête qui n'est pas encore terminée.

Le Directeur Général

14/07/2015

Annex u

CB

M. B

22/07/15

GOVERNMENT OF MAURITIUS

M. G. Form 2 (L)

REF.

AG/HOU/16V4

YOUR REF.

SLSE/422/115/3 V3

Date..... 24 February, 2012..... 20.....

C.S B
22/07/12

From : Solicitor General

To : Permanent Secretary, Ministry of Housing and Lands

SUBJECT :

Sun Tan Hotels P.T.Y. Ltd – Representation against indemnity fee

I refer to your letter dated 21 February 2012.

2. Sun Tan Hotels P.T.Y. Ltd (the Company) held an industrial lease for hotel development over a portion of State land (See Article 7 of Lease Agreement). This lease expired on 30 June 2007. The rent paid by the Company under the old lease was at the rate of Rs 45,000 p.a. This has been paid by lessee up to the expiry date.

3. Your letter calls for a number of observations:

- (i) Your letter under paragraph 3 mentions that there are several bungalows standing on site.
- (ii) It is not apparent from the letter when this change in 'destination' operated. Even if authorization was sought and subsequently approved, there is no evidence that there was any increase in the rent as a result (Art 7 of Lease Agreement).
- (iii) The Lessee (the Company) was allowed 'possession' of the land well after the expiry of the lease agreement.
- (iv) The Ministry treated the Company as being the lessee to all intents and purposes by granting approval with respect to a new lease for the purpose of running a bungalow complex (which already stands on subject property).
- (v) The industrial site lease is only being cancelled with effect 23.03.2011. On assumption that there was a renewal, there is no evidence of a revision of rent which remained at Rs 45,000 p. a. for period 01.07.97 to 30.06.07.
- (vi) The new lease will be effective as from 19 July 2008 for a period of 60 years and will be subject to the provisions of the Finance (Miscellaneous Provisions) Acts 2008 and 2009.

4. On the assumption that there was no renewal, then under the Code Civil Mauricien (CCM) Art 1738 one may read –

«Si à l'expiration des baux écrits, le preneur reste et est laissé en possession, il s'opère un nouveau bail dont l'effet est réglé par l'article relatif aux locations faites sans écrit.»

This article (Art 1738) has been examined in Dalloz – Nouveau Rep Civil Note 1 The relevant extract referred to below takes us to the concept of «tacite reconduction» “La tacite reconduction suppose chez le preneur dont le bail est terminé l'intention de jouir à nouveau de la chose à titre de locataire et chez le bailleur le consentement à laisser jouir l'occupant à ce titre”.

5. Therefore the above 2 conditions must be fulfilled to have a 'tacite reconduction'. (vide Rault J in Rughoonundun v/s Baldeo (1973) MR 230 at 231).




6. It is absolutely clear (not only because there has been a total change in 'destination') that at no point in time was there any '*congé signifié*' for change in "destination". On the contrary, the lessee was left in possession of subject property.

7. Your letter dated 23 March 2011 addressed to the Chairman of the Company mentioning at paragraph 2(a) that the industrial site lease is being cancelled as from 23 March 2011 shows that the Company has from 30 June 2007 always been considered to be a 'preneur' under the old lease, be it under a renewal or by "*tacite reconduction*". There is no indication that on renewal the lessee accepted to pay a new rental. The letter from Mr. Hossen (dated 26 July 2011) does not refer to any renewal nor do any of your letters (Annexes A & B)

8. For the above reasons, this office advises that –

- (a) the terms and conditions of the old lease should prevail until such time as a new lease is signed between the parties;
- (b) the indemnity payable for the period running from 01.07.2007 to date of signature of a new lease be at the old rate of Rs 45,000 p.a.


R. Ramlool
Assistant Solicitor-General
for Solicitor-General.

SUN TAN HOTELS P.T.Y LIMITED

26 July 2011

The Permanent Secretary
Ministry of Housing and Lands
Ebene Tower, Plot 52
EBENE

Dear Sir,

I am thankful to you and your colleagues for the positive outcome of our meeting last Tuesday whereby we had come to the following agreement :

- (a) the present access road which cuts across the two plots leased to Sun Tan Co: Ltd (hereinafter ST) will be moved by ST at its own expense to the rear of the land of ST;
- (b) Sun Tan and Vacances Plus will have exclusive access to that part of the tarred road which starts from the boundaries of the new access road at the rear;
- (c) the Ministry will issue a new lease to ST in the name of the *syndique des co-proprietaires* which will recognise the title of the respective owners of bungalows; and,
- (d) the present leasehold agreement is renewed by *tacite reconduction* until such time that the new lease is prepared and submitted to ST at the new rates.

Thanking you for your usual cooperation.

Yours faithfully,

SUN TAN HOTELS P.T.Y LIMITED
c/o FARUK HOSSEN Opticians Ltd
Sir William Newton Street
PORT LOUIS

F. HOSSEN
CHAIRMAN

23 March 2011

Dear Sir,

Grant of a New Industrial Site Lease at Palmar

Please refer to the industrial site lease for hotel development held by Sun Tan Hotels P.T.Y. Limited over two plots of State land of an aggregate extent of 11,907m² forming part of Pas Géométriques Palmar which has expired on 30 June 2007.

2. Further to your applications to close the access road crossing the above-mentioned site so as to merge the two plots of State land and to draw the new lease in favour of a "Syndicat des Co-propriétaires" for the purpose of running a bungalow complex, this Ministry has approved the following:

- (a) to cancel the above-mentioned industrial site lease as from the date of this letter with costs of cancellation being borne by Sun Tan Hotels P.T.Y. Limited;
- (b) to close the existing access road 7.90m wide of an approximate extent of 673m², as shown tinted brown on the enclosed plan, and create a new access road 6.50m wide of an approximate extent of 860m² on the western boundary of the site leased to your company, as indicated tinted orange on the plan, subject to Sun Tan Hotels P.T.Y. Limited constructing the new access road at its own cost;
- (c) to grant a new industrial site lease to Sun Tan Hotels P.T.Y. Limited over the integrated plot of State land of the approximate extent of 11,720m² (11,907m² + 673m² - 860m²), as shown edged green on the enclosed plan, for the purpose of running a bungalow complex. The lease will be effective as from 19 July 2008 for a period of sixty years and will be subject to the provisions of the Finance (Miscellaneous Provisions) Acts 2008 and 2009. The amount of rental payable will be communicated to you shortly;
- (d) to claim an indemnity fee of Rs 1,611,722 from Sun Tan Hotels P.T.Y. Limited for use and occupation of the site for period 01 July 2007 to 18 July 2008; and
- (e) to amend the lease of Vacances Plus Ltd, the adjoining lessee, so as to include the strip of State land of the approximate extent of 255m², as shown tinted yellow on the enclosed plan, and excise a plot of an approximate extent of 29m² shown tinted blue on the enclosed plan, subject to the costs of amendment of the said lease being borne by Sun Tan Hotels P.T.Y. Limited.

It would be appreciated if you could kindly inform this Ministry, in writing, within a period of one month as from the date of this letter whether you are agreeable to the above. In the affirmative, kindly arrange to pay the indemnity fee due to the Cashier of this Ministry within the same one month period.

4. You may kindly note that your request to transfer the lease in the name of a 'Syndicat des Co-propriétaires' is still under consideration and the Ministry will revert to you in due course.

5. Should you require any additional information, you may wish to contact the Principal Surveyor in charge of Flacq District on phone number 401 6808.

Yours faithfully,

(HN) Dabeecharun

M. Noël-Dabeecharun (Mrs)
for Permanent Secretary

The Chairman
Sun Tan Hotels P.T.Y. Limited
C/o Mr Farook Hossen
Sir William Newton Street
P.O Box 530
Port Louis

Annex J

M.G. Form 2 (L)

CG

CG

B

22/07/15

GOVERNMENT OF MAURITIUS

My Ref: SLSE/422/115/3 V3

Your Ref:

Date: 21 February 2012

From : Permanent Secretary, Ministry of Housing and Lands

To : Solicitor General (Attn: Mr Ramloil, Principal State Counsel)

SUBJECT: Sun Tan Hotels P.T.Y Ltd – Representation against indemnity fee

'Sun Tan Hotels P.T.Y Ltd' held an Industrial lease for hotel development over a portion of State Land being PG Palmar of an extent of 11,907m² for period starting as from 12/08/1987 and which expired on 30/06/2007. Rent at the rate of Rs 45,000/- p.a has been paid by lessee up to expiry date.

2. 'Sun Tan Hotels P.T.Y Ltd' has irrevocably opted to enter into a new 60 year industrial site lease.

3. Following a request of the lessee, approval has been obtained on 25.01.2011 and communicated to lessee, as per Annex A, inter alia (i) to cancel the industrial site lease held by Sun Tan Hotels P.T.Y Ltd over PG Palmar of extent of 11,907 m² for hotel development and to grant a new sixty year industrial site lease over an increased extent of 11,720m² to the Company for a bungalow complex as there are several bungalows standing on the site (ii) to claim an indemnity fee of Rs 1,611,722/- for use and occupation of the land formerly leased to the company for the period starting from 30.06.2007 up to 18.07.2008 (date of new 60 year lease being effective as per Finance Acts 2008&2009).

4. The lessee has at Annex B made representations to the effect that the new annual rental should apply as from the date the new lease is signed and that the leasehold agreement which expired in June 2007 should be considered as having been tacitly renewed which means that the indemnity payable for period 01.07.2007 (date of expiry) up to date of signature of new lease should be at the old rate i.e Rs 45,000/- p.a.

5. This case has been the subject of discussions with the representatives of Sun Tan Hotels Pty Ltd for some time now and the Ministry wishes to settle the matter soonest and have the new lease signed. Your learned advice is sought on the representations made by Sun Tan Hotels Pty Ltd. We are at your disposal for any additional information.

V. Seebun
Ag. CTO

for Permanent Secretary

EX 1
C.S
22/07/12

GOVERNMENT OF MAURITIUS

My Ref: SLSE/422/115/3 V3

Your Ref:

Date: 21 February 2012

From : Permanent Secretary, Ministry of Housing and Lands

To : Solicitor General (Attn: Mr Ramloll, Principal State Counsel)

SUBJECT: Sun Tan Hotels P.T.Y Ltd – Representation against indemnity fee

Please refer to my letter dated 10.02.2012 addressed to you on the above subject.

This Ministry is hereby withdrawing the said letter and is replacing same by annexed letter.

V. Seebun
Ag. CTO
for Permanent Secretary

REF

YOUR REF

OCTOBER 2008

20

From : Solicitor-General


To : Permanent Secretary, Ministry of Housing & Lands

SUBJECT : Implementation of New Industrial Site Lease Policy

Please refer to your letter dated 14 October 2008.

2. Following the meeting held in my office with representatives of your Ministry and of the Ministry of Finance, it is advised that the following course of action be adopted in respect of industrial leases which are at renewal stage :

- (i) the new lease and the new rental are to take effect as from the date of coming into operation of the amendment to the State Lands Act which has provided for such new lease and new rental, i.e. 19 July 2008;
- (ii) in case of a lease which has already expired before 19 July 2008 and is awaiting renewal, the "lessee" be required to pay an indemnity for use and occupation of land for the period starting from the expiry of the lease to 19 July 2008; and
- (iii) it is suggested that the indemnity be calculated on the basis of the new annual rental provided for in the law, as this would be a reasonable mode of calculation and it would be hard to justify an indemnity higher than the statutory rent applicable.


S. Boodell
Parliamentary Counsel
for Solicitor-General

SUN TAN HOTELS P.T.Y LIMITED

26 July 2011

The Permanent Secretary
Ministry of Housing and Lands
Ebene Tower, Plot 52
EBENE

Dear Sir,

I am thankful to you and your colleagues for the positive outcome of our meeting last Tuesday whereby we had come to the following agreement :

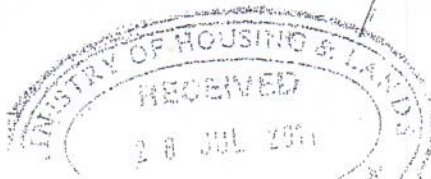
- (a) the present access road which cuts across the two plots leased to Sun Tan C^o. Ltd (hereinafter ST) will be moved by ST at its own expense to the rear of the land of ST;
- (b) Sun Tan and Vacances Plus will have exclusive access to that part of the tarred road which starts from the boundaries of the new access road at the rear;
- (c) the Ministry will issue a new lease to ST in the name of the *syndique des co-proprietaires* which will recognise the title of the respective owners of bungalows; and,
- (d) the present leasehold agreement is renewed by *tacite reconduction* until such time that the new lease is prepared and submitted to ST at the new rates.

Thanking you for your usual cooperation.

Yours faithfully,

SUN TAN HOTELS P.T.Y LIMITED
c/o FARDUK HOSSEN OPTICIANS Ltd
Sir William Newton Street
PORT LOUIS

F. HOSSEN
CHAIRMAN



Received

23 March 2011

Dear Sir,

Grant of a New Industrial Site Lease at Palmar

Please refer to the industrial site lease for hotel development held by Sun Tan Hotels P.T.Y. Limited over two plots of State land of an aggregate extent of 11,907m² forming part of Pas Géométriques Palmar which has expired on 30 June 2007.

2. Further to your applications to close the access road crossing the above-mentioned site so as to merge the two plots of State land and to draw the new lease in favour of a "Syndicat des Co-propriétaires" for the purpose of running a bungalow complex, this Ministry has approved the following:

- (a) to cancel the above-mentioned industrial site lease as from the date of this letter with costs of cancellation being borne by Sun Tan Hotels P.T.Y. Limited;
- (b) to close the existing access road 7.90m wide of an approximate extent of 673m², as shown tinted brown on the enclosed plan, and create a new access road 6.50m wide of an approximate extent of 860m² on the western boundary of the site leased to your company, as indicated tinted orange on the plan, subject to Sun Tan Hotels P.T.Y. Limited constructing the new access road at its own cost;
- (c) to grant a new industrial site lease to Sun Tan Hotels P.T.Y. Limited over the integrated plot of State land of the approximate extent of 11,720m² (11,907m² + 673m² - 860m²), as shown edged green on the enclosed plan, for the purpose of running a bungalow complex. The lease will be effective as from 19 July 2008 for a period of sixty years and will be subject to the provisions of the Finance (Miscellaneous Provisions) Acts 2008 and 2009. The amount of rental payable will be communicated to you shortly;
- (d) to claim an indemnity fee of Rs 1,611,722 from Sun Tan Hotels P.T.Y. Limited for use and occupation of the site for period 01 July 2007 to 18 July 2008; and
- (e) to amend the lease of Vacances Plus Ltd, the adjoining lessee, so as to include the strip of State land of the approximate extent of 255m², as shown tinted yellow on the enclosed plan, and excise a plot of an approximate extent of 29m² shown tinted blue on the enclosed plan, subject to the costs of amendment of the said lease being borne by Sun Tan Hotels P.T.Y. Limited.

Issued on
25/02/11
[Signature]

3. It would be appreciated if you could kindly inform this Ministry, in writing, within a period of **one month** as from the date of this letter whether you are agreeable to the above. In the affirmative, kindly arrange to pay the indemnity fee due to the Cashier of this Ministry within the same one month period.

4. You may kindly note that your request to transfer the lease in the name of a 'Syndicat des Co-propriétaires' is still under consideration and the Ministry will revert to you in due course.

5. Should you require any additional information, you may wish to contact the Principal Surveyor in charge of Flacq District on phone number 401 6808.

Yours faithfully,

(HN) abeecharun

M. Noël-Dabeecharun (Mrs)
for Permanent Secretary

The Chairman
Sun Tan Hotels P.T.Y. Limited
C/o Mr Farook Hossen
Sir William Newton Street
P.O Box 530
Port Louis

GOVERNMENT OF MAURITIUS

CS 22/07/11

MY REF : SLSE/422/115/3 V3

YOUR REF:

Date: 10.02.2012

From : Permanent Secretary, Ministry of Housing and Lands

To : Solicitor General (Attn. Mr. Ramloll, Principal State Counsel)

SUBJECT: Sun Tan Hotels P.T.Y Ltd – Representation against indemnity fee

'Sun Tan Hotels P.T.Y Ltd' held an Industrial lease for hotel development over a portion of State Land being PG Palmar of an extent of 11,907m² for period starting as from 12/08/1987 and which expired on 30/06/2007. Rent at the rate of Rs 45,000/- p.a has been paid by lessee up to expiry date.

2. 'Sun Tan Hotels P.T.Y Ltd' has irrevocably opted to enter into a new 60 year industrial site lease.

3. Following a request of lessee, approval has been obtained on 25.01.2011 and communicated to lessee, as per Annex A, inter alia (i) to cancel the industrial site lease held by Sun Tan Hotels P.T.Y Ltd over PG Palmar of extent of 11,907 m² for hotel development and to grant a new sixty year industrial site lease over an extent of 11,720m² to the Company for a bungalow complex as there are several bungalows standing on the site (ii) to claim an indemnity fee of Rs 1,611,722/- for use and occupation of the land formerly leased to the company for period starting from 30.06.2007 up to 18.07.2008 (date of new 60 year lease being effective as per Finance Acts 2008 & 2009).

4. The lessee has (Annex B refers) made representations to the fact that the new annual rental should apply as the new lease is signed and the present leasehold agreement is renewed by ~~facile~~ reconduction which means that the indemnity payable for period 01.07.2007 (date of expiry) up to date of signature of new lease will be at the old rate i.e Rs 45,000/- p.a.


5. According to the present policy, based on the advice of the State Law Office (Annex C), for all industrial site lease which has expired before 19.07.2008, indemnity payable for period date of expiry to 18.07.2008 is calculated on the basis of the new annual rental provided for in the law.

6. In light of the advice of the S.L.O mentioned above, the indemnity payable by Sun Tan Hotels P.T.Y Ltd has been calculated and has been found to be Rs 1,611,722/-. Hence claiming indemnity at the rate of Rs 45,000/- will imply a significant loss of revenue.

7. In view of above, your learned advice is sought on the representation made by Sun Tan Hotels P.T.Y Ltd to the fact that the lease be renewed by tacite reconduction with indemnity based on the old rental instead of applying our present policy based on the advice already tendered by the S.L.O (Annex C refers), please.


S. Teckman
For Permanent Secretary

SUN TAN HOTELS P.T.Y LIMITED

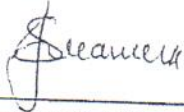

C.G.
22/03/10

EXTRACT OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF SUN TAN HOTELS P.T.Y LIMITED ('THE COMPANY') HELD AT TEMPLE COURT, 2 LABOURDONNAIS STREET, PORT LOUIS ON WEDNESDAY, 03 MARCH 2010 AT 15.40 HRS.

3.1 Lease of Land

The board unanimously delegated the power to the Chairman, Mr. Farook Hossen and one of the directors namely Mr. Satyajit Boolell to deal with the Ministry of Housing and Lands being the lessor and with the Notary with regard all matters pertaining to the lease held in the name of Sun Tan Hotels PTY Limited.

CERTIFIED TRUE EXTRACT



Company Secretary
Corporate Support Services Ltd
per Mrs. Soodharshinee Jeeawock

Corporate Support Services Ltd
2, Labourdonnais Street, Port Louis
Tel: 241 8744 - Fax: 202 1000

MINUTES

Annex F

8

C.G.

A
not

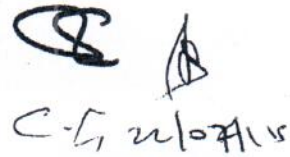
(275)

Mr S. Teckman [Principal Surveyor]

Please refer to Folio (274) from Mr F. Hossen,
representative of SUN TAN Hotel P.T.Y LIMITED.

2. You will recall back that we had a meeting on Tuesday 19th July 2011 under the Chair of Permanent Secretary in the presence of C.T.O. Mr S. Baakell, D.P.P & Messrs F. Hossen & others representing the Company were present
3. Please process.

- Mr. V. S. S. S. S.
Chief Surveyor
29.7.2011



C. G. M. 2107/11/15

SUN TAN HOTELS P.T.Y LIMITED

20 April 2011

The Permanent Secretary
Ministry of Housing and Lands
Ebene Tower, Plot 52
EBENE



Dear Sir,

I refer to your letter dated 23 March 2011.

2. I thank the Ministry for approving the application made by Sun Tan Hotels P.T.Y Limited ("Sun Tan") to have the access road closed so as to merge the two plots of state land as detailed on the plan.

3. As regards the conditions enumerated in your letter, Sun Tan would respond as follows :

- (a) Sun Tan does not consider that it should construct the access road at its own costs. Sun Tan was never consulted when the decision was taken to open a new tarred road . The resulting increase in traffic is a constant source of nuisance to its residents and Sun Tan considers that it should not be made to shoulder the responsibility of constructing a new access road; X
- (b) The proposal to grant an extent of 255 m² to Vacances Plus overlooks the fact that the residents of Sun Tan occupying bungalows 1 to 6 can only access their property through that existing access strip. It would be more reasonable for Vacances Plus to share with residents of Sun Tan that part of the land, now tarred, which should remain the property of the State; ✓
- (c) The new terms and conditions should apply as from the date of the drawing up of the new lease at the new rate. Sun Tan considers that it would not be legally in order to claim rental for the period 2008 – 2011 at a new rate with retrospective effect. The Ministry would also have to act in a fair, reasonable and proportionate manner; and,

.../2

Page 2

- (d) Similarly the question of indemnity does not arise since, the new rate can only apply when a new lease is drawn up. You will also note that Sun Tan should neither be classified as an industrial lease nor as a campement site. Hence the proposal for a Syndicat des propriétaires.
4. May I, therefore, propose that the Ministry meet with the representatives of Sun Tan so as to progress in our discussions and reach a final conclusion as this issue has been outstanding for al long time now.

Yours faithfully,



F. HOSSEN

Annex U
C.G. A
2/07/15

In reply please quote
No 17990179



Ministry of Housing and Lands,
Ebene Tower, Ebene City,
Rose-Hill

STATEMENT OF CLAIM - STATE LAND

Sun Tan Hotels Pty Limited,
C/O Mr J Beerasoorasing & Co Ltd
29 Sir Serewaragur Ramgoolam St
P. Louis

FARON W HOSSEN

Lessee 41200
Date Printed 07-APR-2011:14:55

Land Details Lot Part Of Pg Palmar - Extent 11907 M2 (11907+673-860)=11720m2

Survey Fee	Rs.	0.00
Rent / Indemnity Fee for the year 2007/2008 to 2008/2009	Rs.	1,611,721.71
Arrears rent	Rs.	0.00
Interest up to 04-MAY-2011	Rs.	0.00
Total Rs.		1,611,721.71

Please take note that the above amount is due by you and should be paid not later than 05-MAY-2011

Interest at a legal rate of 8.00% is payable for late payment of rent from the date due.

Payment received after 07-APR-2011 are not accounted for in this claim.

Please ignore this claim if payment has already been effected.

Important Notice:

- (a) Annual rent is strictly payable one year in advance and not later than 31 July.
- (b) If total amount due is not paid within the prescribed delay, legal action may be taken to recover the amount due and Government reserves the right to cancel the lease and resume possession of the land.

Please see overleaf for additional information

23 March 2011

Dear Sir,

Grant of a New Industrial Site Lease at Palmar

Please refer to the industrial site lease for hotel development held by Sun Tan Hotels P.T.Y. Limited over two plots of State land of an aggregate extent of 11,907m² forming part of Pas Géométriques Palmar which has expired on 30 June 2007.

2. Further to your applications to close the access road crossing the above-mentioned site so as to merge the two plots of State land and to draw the new lease in favour of a "*Syndicat des Co-propriétaires*" for the purpose of running a bungalow complex, this Ministry has approved the following:

- (a) to cancel the above-mentioned industrial site lease as from the date of this letter with costs of cancellation being borne by Sun Tan Hotels P.T.Y. Limited;
- (b) to close the existing access road 7.90m wide of an approximate extent of 673m², as shown tinted brown on the enclosed plan, and create a new access road 6.50m wide of an approximate extent of 860m² on the western boundary of the site leased to your company, as indicated tinted orange on the plan, subject to Sun Tan Hotels P.T.Y. Limited constructing the new access road at its own cost;
- (c) to grant a new industrial site lease to Sun Tan Hotels P.T.Y. Limited over the integrated plot of State land of the approximate extent of 11,720m² (11,907m² + 673m² - 860m²), as shown edged green on the enclosed plan, for the purpose of running a bungalow complex. The lease will be effective as from 19 July 2008 for a period of sixty years and will be subject to the provisions of the Finance (Miscellaneous Provisions) Acts 2008 and 2009. The amount of rental payable will be communicated to you shortly;
- (d) to claim an indemnity fee of Rs 1,611,722 from Sun Tan Hotels P.T.Y. Limited for use and occupation of the site for period 01 July 2007 to 18 July 2008; and
- (e) to amend the lease of Vacances Plus Ltd, the adjoining lessee, so as to include the strip of State land of the approximate extent of 255m², as shown tinted yellow on the enclosed plan, and excise a plot of an approximate extent of 29m² shown tinted blue on the enclosed plan, subject to the costs of amendment of the said lease being borne by Sun Tan Hotels P.T.Y. Limited.

3. It would be appreciated if you could kindly inform this Ministry, in writing, within a period of **one month** as from the date of this letter whether you are agreeable to the above. In the affirmative, kindly arrange to pay the indemnity fee due to the Cashier of this Ministry within the same one month period.

4. You may kindly note that your request to transfer the lease in the name of a 'Syndicat des Co-propriétaires' is still under consideration and the Ministry will revert to you in due course.

5. Should you require any additional information, you may wish to contact the Principal Surveyor in charge of Flacq District on phone number 401 6808.

Yours faithfully,

(HN) Dabeecharun

M. Noël-Dabeecharun (Mrs)
for Permanent Secretary

The Chairman
Sun Tan Hotels P.T.Y. Limited
C/o Mr Farook Hossen
Sir William Newton Street
P.O Box 530
Port Louis

GOVERNMENT OF MAURITIUS

TRIPLEX 15

M. G. Form (10)

C.G. A
22/10/2008

Date 27 October 2008 30

REF

YOUR REF.

From : Solicitor-General

To : Permanent Secretary, Ministry of Housing & Lands

SUBJECT : Implementation of New Industrial Site Lease Policy

Please refer to your letter dated 14 October 2008.

2. Following the meeting held in my office with representatives of your Ministry and of the Ministry of Finance, it is advised that the following course of action be adopted in respect of industrial leases which are at renewal stage :


- (i) the new lease and the new rental are to take effect as from the date of coming into operation of the amendment to the State Lands Act which has provided for such new lease and new rental, i.e, 19 July 2008;
- (ii) in case of a lease which has already expired before 19 July 2008 and is awaiting renewal, the "lessee" be required to pay an indemnity for use and occupation of land for the period starting from the expiry of the lease to 19 July 2008; and
- (iii) it is suggested that the indemnity be calculated on the basis of the new annual rental provided for in the law, as this would be a reasonable mode of calculation and it would be hard to justify an indemnity higher than the statutory rent applicable.

S. Bodeell
Parliamentary Counsel
for Solicitor-General

Case quote :

CGEN/MHL/GNMCR/00001



Annex M
22/07/15  C.S.
Ministry of Housing and Lands
Ebène Tower, Plot 52
Ebène, Cybercity
Tel. No.: 401 6808 / 09
Fax No.: 454 6328
Email: mhou@mail.gov.mu

06 July 2015

Dear Sir,

After perusal of the file Sun Tan Holiday Pvt Ltd (SLSE/422/I 15/3), the Adviser on legal matters of the Ministry has advised, today, that the case be referred to your organisation for potential cases of "Conflict of Interest", "Public officer using office/position for gratification" and "conspiracy to defraud the Ministry." A brief regarding the case together with relevant annexures as submitted by the Adviser are enclosed.

2. This Ministry would appreciate if you would cause a thorough investigation into the case.
3. The Ministry will extend all usual facilities that you may require for the conduct of the investigation.

Yours faithfully,

S. K. Doorgakant (Mrs)
for Senior Chief Executive

The Director
Independent Commission Against Corruption
Réduit Triangle
Moka

