

My Ref: CSLSE/MHL/G89/1

November, 2007

REGISTERED

(Full Name and Address of Lessee of Campement Site)

Dear Sir/Madam

Option for a sixty- year Campement Site Lease

This letter revokes the letter dated 19 May 2007 regarding the abovementioned subject.

2. I am directed to make an offer to you to irrevocably opt to enter into a new lease for a period of sixty years in respect of the campement site leased to you being Lot No (or part of Pas Géométriques/State Land)..... situated at

3. The campement site is situated in Zone Annex I reproduces Part I of the Second Schedule (as amended by Government Notice No. 48 of 2007) to the Pas Géométriques Act which specifies the description of the different Zones.

4. Annex II reproduces the particulars of the premium and annual rental specified in Part II of the Second Schedule to the Pas Géométriques Act which are applicable, if you opt for a new campement site lease.

The premium and annual rental payable will be reduced by 25% for a campement site without a sea frontage.

The annual rental will be adjusted every 3 years by reference to the cumulative inflation rate based on the Consumer Price Index during the 3-year period, which shall not exceed 15.7625 per cent in any case.

5. You may, however, make, **in addition to the full amount of the premium payable**, an upfront payment of the annual rental for the whole or part of the 60-year period on or before the date of signature of the new lease and, in consideration thereof, the period during which the annual rental is to be paid will be reduced according to the formula set out hereunder:-

FORMULA

$$\text{No. of years} = \frac{(3P - UP)}{AR}$$

Where -

P = Premium payable

UP = Upfront payment of the annual rental

AR = Annual rental payable

6. A specimen of the new lease agreement incorporating all the terms and conditions is at Annex III.

7. In case you enter into a new lease, no campement site tax or campement tax will be payable by you on the campement site as from the date of signature of the new lease. Furthermore, any campement site tax or campement tax due in the financial year in which the new lease takes effect will be calculated on a pro rata basis in respect of that financial year and any amount paid in excess will be refunded by the Registrar-General's Department.

8. In addition, under item 20 of Part III of the First Schedule to the Registration Duty Act, no registration duty is payable on the agreement witnessing the new lease.

9. Where there is only one campement on the campement site, a lessee may excise and retain that part of the campement site on which stands the campement provided that:-

- (a) the lessee opts for a new lease on that part;
- (b) the excision is approved by the Ministry of Housing and Lands;
- (c) it is physically and technically feasible to construct a building on the relinquished part in conformity with planning guidelines; and

(d) the relinquished part is returned to the Lessor.

10. Subject to paragraphs 11 and 12, no subdivision of the campement site shall be effected.

11. Where there exists on the campement site more than one campement, the campement site may be subdivided into lots in favour of a member of the lessee's family who is occupying a campement on a proposed lot provided that:-

- (a) the subdivision is physically and technically feasible in conformity with planning guidelines;
- (b) the subdivision is approved by the Ministry of Housing and Lands; and
- (c) that member opts for a new lease.

If the existing Lessee does not opt for a new lease over the lot to be retained by him, he will remain governed by the terms and conditions of the existing lease subject to necessary adjustments being made.

12. In cases where the lease is currently held by the heirs of a deceased lessee (succession) or by a société, possibility will be given for subdividing the campement site into lots for the heirs, or the members of the société as at the date of this letter, opting for a new lease, provided this is physically and technically feasible and in conformity with planning guidelines. If, after subdivision of the campement site, a heir or a member does not opt for a new lease, he will remain governed by the terms and conditions of the existing lease subject to necessary adjustments being made.

13. For the purposes of the new lease, any building or structure existing on the campement site at the date of this offer will remain in possession of the lessee at the time of signature of the new lease.

14. If you opt to enter into a new lease in accordance with this offer, you should fill in the attached Option Form and **return it to me by registered post**, within a period of 6 months from the date of this offer.

15. On receipt of your Option Form, the Ministry of Housing and Lands will notify you of the date of the signature of the new lease and you should on or before that date pay to the Ministry of Housing and Lands the appropriate amount of premium or the first instalment of the premium and the annual rental payable or any upfront payment of the annual rental for the whole or part of the 60-year period.

16. If no option is received from you as provided in paragraph 14 within a period of 6 months from the date of this offer, you will be deemed not to have accepted the offer to enter into a new lease. You will, accordingly, remain governed by the terms and conditions of your existing lease.

17. Your attention is drawn to the fact that the grant of the new lease will be **subject to the payment of any rent still outstanding**.

Yours faithfully,

for Permanent Secretary

OPTION TO ENTER INTO A NEW CAMPEMENT SITE LEASE

My Ref:

Permanent Secretary
Ministry of Housing and Lands
2nd Floor, Moorgate House
Sir William Newton Street
Port Louis

1. I/We am/are the lessee of a campement site being Lot No. (or part of Pas Géométriques/State land) situated atin Zone

2. Subject to paragraph 3/4/5/6*, I/we hereby irrevocably opt to enter into a new lease of the campement site being Lot No. (or part of Pas Géométriques/State land) situated atin Zone on the terms and conditions mentioned in your letter of offer dated

3.* Pursuant to paragraph 9 of your letter of offer dated and subject to your approval, I/we propose to excise and retain part of the campement site mentioned in paragraph 1, on which part stands a campement. I/We annex a location plan of the site and a survey report including a survey plan drawn by a land surveyor indicating the excision and the part to be relinquished. I/We declare that it is physically and technically feasible to construct a building on the relinquished part in conformity with planning guidelines.

4.* Pursuant to paragraph 11 of your letter of offer dated and subject to your approval, I/we propose to subdivide the campement site mentioned in paragraph 1 into lots in favour of members of my/our family who are each occupying a campement on the proposed lots. I/We annex a location plan of the site and a survey report including a survey plan drawn by a land surveyor indicating the subdivision. I/We declare that the proposed subdivision is physically and technically feasible in conformity with planning guidelines.

5.* Pursuant to paragraph 12 of your letter of offer dated and subject to your approval, we, the heirs of, opt to enter into a new lease and propose to subdivide the campement site mentioned in paragraph 1 into lots in favour of heirs, namely,
.....
.....
a location plan of the site and a survey report including a survey plan drawn by a land surveyor

indicating the subdivision. We declare that the proposed subdivision is physically and technically feasible in conformity with planning guidelines.

6.* Pursuant to paragraph 12 of your letter of offer dated and subject to your approval, société, duly represented by, opts to enter into a new lease and proposes to subdivide the campement site mentioned in paragraph 1 into lots in favour of members of the société as at the date of the letter of offer, namely,
.....
.....
.....

I annex a location plan of the site and a survey report including a survey plan drawn by a land surveyor indicating the subdivision. I declare that the proposed subdivision is physically and technically feasible in conformity with planning guidelines.

7. I/We hereby agree to pay the premium amounting to
(Rs) either:-

- (a)* on or before the date of signature of the new lease; or
- (b)* in equal and consecutive yearly instalments over a period not exceeding 5 years with interest at legal rate as follows :

Year 1	Rs.....
Year 2	Rs.....
Year 3	Rs.....
Year 4	Rs.....
Year 5	Rs.....

8.* I/We agree to make an upfront payment of the annual rental for the whole or part of the 60-year period in the sum of (Rs) representing..... years.

9. I/We hereby declare that there stand as at the date of the letter of offer on the campement site such buildings/structures described as per annex.

Date:

Signature:

.....
(Full name of signatory in block letters)

.....
(Capacity in which acting)

**Delete whichever is not applicable.*

**DESCRIPTION OF
BUILDINGS AT THE DATE OF OFFER**

Number of bungalows.....

Number of outbuilding/dependencies:.....

1 st Bungalow	Description (No of floors etc)	Floor Area
2 nd		
3 rd		
etc.		

1 st Outbuilding	Description	Floor Area
2 nd		
etc		

ANNEX I

SCHEDULE (regulation 3)

PART I - Zone

	A	B	C	D	E
1	From the boundary separating Trou aux Biches Public beach declared under General Notice 206 of 1940 and the southern limit of Trou aux Biches Fish Landing Station to Anse La Raie Youth Camp	From Anse La Raie Youth Camp to Southern boundary of Bassin Faoulez		From Southern boundary of Bassin Faoulez to Mouth of Riviere du Rempart	
2	From Pointe de Flacq Cemetery to Limekiln Trou D'eau Douce	From Mouth of Riviere du Rempart to Pointe de Flacq Cemetery			
3	From Pointe Jerome Youth Camp to Public beach at La Cambuse declared under General Notice 2147 of 1996	From Limekiln Trou D'Eau Douce to Mouth of Riviere Seche	From Mouth of Riviere La Chaux to Pte Jerome Youth Camp		From Mouth of Riviere Seche to Mouth of Riviere La Chaux
4			From Mouth of Riviere Patates to St Martin Cemetery	From Mouth of Riviere Bain des Negresses to Mouth of Riviere Patates	From Public beach at La Cambuse declared under General Notice 2147 of 1996 to Mouth of Riviere Bain des Negresses

5	From Intersection P. G. L'Embrasure with Black River Savanne Coast Road (B9) to the boundary separating the industrial site leased as hotel and that of golf course at P. G. Le Morne Brabant		From the boundary separating the industrial site leased as hotel and that of golf course at P. G. Le Morne Brabant to Barachois Les Salines	From St Martin Cemetery to Intersection P. G. L'Embrasure with Black River Savanne Coast Road (B9)	
6	From Barachois Les Salines to Northern boundary of Part of P.G Anna leased as a campement site having as its southern boundary Public Beach P.G. Anna declared under General Notice 348 of 1991		From Northern boundary of Part of P.G. Anna leased as a campement site having as its southern boundary Public Beach P.G. Anna declared under General Notice 348 of 1991 to Public beach at P. G. Mon Plaisir declared under G.N 609 of 1991	From Public beach at P. G. Mon Plaisir declared under General Notice 609 of 1991 to Mouth of Grand River North West	From Mouth of Rivulet Terre Rouge to the boundary lying south of Rue des Aigles, at a distance of 74 m measured south along Baie du Tombeau Rd (B29)
7		From Junction of Japonais Rd with Pte aux Piments Mont Choisy Coast Road to the boundary separating Trou aux Biches Public beach declared under General Notice 206 of 1940 and the southern limit of Trou aux Biches Fish Landing Station		From the boundary lying south of Rue des Aigles, at a distance of 74 m measured south along Baie du Tombeau Rd (B29) to Junction of Japonais Road with Pte aux Piments Mon Choisy Coast Road	

ANNEX II

PART II - Premium and Annual Rental

	<u>Zone A</u>	<u>Zone B</u>	<u>Zone C</u>	<u>Zone D</u>	<u>Zone E</u>
	Rs	Rs	Rs	Rs	Rs
Premium per arpent	5m	4m	3.5m	3m	2.5m
Annual rent per arpent	250,000	200,000	175,000	150,000	125,000
Minimun annual Rental per site	25,000	20,000	15,000	12,500	10,000

For the purposes of Part II of this Schedule –

- (a) the annual rental shall be adjusted every 3 years by reference to the cumulative inflation rate based on the Consumer Price Index during the 3-year period, which shall not exceed 15.7625 per cent in any case;
- (b) the premium may be paid in instalments over a period not exceeding 5 years with interest at legal rate, as may be approved by the Minister;
- (c) the above figures shall apply to a campement site with a sea frontage; and
- (d) the above figures shall be reduced by 25 per cent for a campement site without a sea frontage.

In this Schedule –

“campement site with a sea frontage” means a campement site which abuts the sea, the highwater mark of the sea, the seashore, a beach, a cliff top or any unleased strip of State land adjoining the seashore.

File No

Government of Mauritius

CAMPEMENT SITE LEASE

Lease Agreement

Between

Government of Mauritius, represented by,
Permanent Secretary, Ministry of Housing and Lands.

(the Lessor)

AND

*Mr/Mrs/Ms.....single/married/divorced/widow/widower(ID No.), (occupation), residing at

The said Mr/Mrs/Msis civilly married to Mr/Mrs/Ms (ID No.),(occupation).

*Heirs of (deceased lessee) duly represented by Mr/Mrs/Ms..... (ID No.....), (occupation) residing at.....

*Companyincorporated under the Companies Act 2001(certificate of incorporation No.....) represented by Mr/Mrs/Ms.....(I.D.No.....) its Director/Manager/Secretary, residing at

*Société.....constituted by a deed drawn up by Mr.....Notary Public, onand registered in

Reg.....duly represented by Mr/Mrs/Ms.....(ID No.....) its Manager/Secretary, residing at

(the Lessee)

* (delete whichever is not applicable)

It is agreed between the **Lessor** and the **Lessee** as follows:-

ARTICLE 1 – Lease of land

The Lessor leases a portion of land of an extent of **square metres** (.....m²) described below and which lease is accepted by the Lessee.

Lot No/ part of Pas Geometriques/State Land situated in Zone..... at in the district of and bounded as follows:-

Towards the North

Towards the East

Towards the South

Towards the West

The whole as more fully shown on annexed plan.

ARTICLE 2 – Purpose of lease

There stands, at the commencement of this lease on the land leased, a building/s and/or structure/s as morefully described in the Schedule which shall be used as a campement/s for residential purposes.

The Lessee may let the building/s and/or structures thereon but will nevertheless be personally responsible for the payment of the annual rental of the land to Government and for the compliance with the terms and conditions of the lease.

ARTICLE 3 – Construction on campement site

- (a) Before the construction of any new building or any addition of any kind to the existing building/s and/or structure/s, the Lessee shall submit to the Lessor 3 sets of plans comprising (i) a survey plan, (ii) a location plan, (iii) a layout plan and (iv) elevation plan of the new building or the addition for formal approval in writing, which approval shall not be unreasonably withheld.

- (b) The Lessee shall obtain all statutory permits and clearances from all relevant authorities before starting construction of the new building or the addition.

- (c)
 - (i) Subject to subparagraphs (ii) and (iii), the design, height and materials of any fences or walls shall comply with the appropriate planning guidelines.

 - (ii) Save and except with the written approval of the Lessor, any fencing on the seaward side is prohibited.

 - (iii) Notwithstanding any approval under subparagraph (ii), no fencing shall obstruct the access and passage of any person to the beach and the sea.

- (d) If the existing building and/or structure or addition of any kind is destroyed or damaged, the Lessee shall build a new one or repair the damaged part of the building and/or structure or addition within a period of twelve (12) months as from the date of destruction or damage of the existing building and/or structure or addition.

ARTICLE 4 – Period of lease

This lease is valid for a term of sixty (60) years as from the day of two thousand and

.....to expire on thetwo thousand and
.....

ARTICLE 5 – Transfer of lease

The leasehold rights in this lease are transferable subject to :-

- (a) the transferee not being already the lessee of a campement site;
- (b) the transferor notifying in writing the Lessor of the transfer and submitting a copy of the notarial deed witnessing the transfer of the leasehold rights and sale of any existing building within 21 days of the date of registration of the deed;
- (c) the drawing up of a lease agreement between the Lessor and the transferee; and
- (d) the payment of the appropriate duties and taxes at the time of registration of the relevant deeds.

ARTICLE 6 – Premium, rental, upfront payment of annual rental and time of payment

- (a) The Lessor agrees to grant to the Lessee a lease over the portion of land described in **Article 1** for the period specified in **Article 4** subject to the Lessee making the following payments :-
 - (i) a premium ofrupees (Rs.....); and
 - (ii) an annual rental; or
 - (iii) in addition to the premium payable, an upfront payment of the annual rental for the whole or part of the 60-year period in the sum ofrupees (Rs.....)
- (b) The Lessee has paid/shall pay* the above premium ofrupees (Rs.....) on or before the date of signature of the lease/ in equal and consecutive yearly instalments starting fromto with interest at legal rate.*

(c) The Lessee shall pay a rental of rupees (Rs) for the period from to 30 June on or before the date of signature of the lease.

Thereafter, the Lessee shall pay in advance the annual rental on or before 31 July of each year for the remaining period of the lease.

The annual rental shall berupees (Rs.....) for the period from 1 July to 30 June

The annual rental shall be adjusted every 3 years by reference to the cumulative inflation rate based on the Consumer Price Index during the 3-year period, which shall not exceed 15.7625 per cent in any case.

* (d) The upfront payment of the annual rental of rupees (Rs.....) shall be made on or before the date of signature of the lease. In consideration thereof, the period during which the Lessee shall pay the annual rental shall be reduced to year(s) according to the formula set out hereunder:

$$\text{No of years} = \frac{(3P-UP)}{AR}$$

Where P = Premium payable

UP = Upfront payment of the annual rental

AR = Annual rental payable

(e) The rental shall, without any notice being issued by the Lessor, be paid annually in advance to the Government of Mauritius at the Cashier's Office, Ministry of Housing and Lands in Port Louis.

* (delete whichever is not applicable)

ARTICLE 7 – Non payment of instalment of premium and annual rental

Where any instalment of the premium payable or any annual rental is not paid within thirty (30) days after the due date, it shall automatically bear interest at the legal rate from the date it becomes due.

ARTICLE 8 – Mise en règle

The Lessee shall be exempted from the payment of the registration duty on the registration of this present lease.

The Lessee shall pay any cost of survey of the land leased.

ARTICLE 9 – Environmental conditions

The Lessee shall:

- (a) prevent removal of sand and shall not deteriorate the value of the land by any action;
- (b) not, without the written authorisation of the Lessor, erect, cause or allow to be erected advertising posters on the land leased;
- (c) dispose of all solid and liquid wastes in such a manner as not to pollute the air or water and not to cause any nuisance;
- (d) maintain the land leased free from any obnoxious growth;
- (e) maintain the land leased and the buildings thereon in a neat and tidy condition; and
- (f) not undertake any such activities which shall cause any physical damage directly or indirectly to the land leased and to the environment.

ARTICLE 10 – Clearing of land

The Lessee:

- (a) is under the obligation of uprooting and removing the stumps of trees felled by him, and to level the ground within the period of **twelve (12) months**

immediately preceding the date of expiry of his lease, failing which this may be done by the Lessor at his expense;

- (b) shall watch over the property.

ARTICLE 11 – Failure to keep land tidy

If the Lessee fails to keep the land leased in a neat and tidy condition, the Lessor shall cause the boundaries and/or the land to be cleared and the cost of the clearing shall be recovered from the Lessee.

ARTICLE 12 – Trees standing on land leased

(a) No cutting of any tree on the land leased shall be effected except with the permission of the Conservator of Forests.

(b) Any trees existing on the land leased at the expiry or cancellation of the lease shall become the property of Government.

ARTICLE 13 – Power to enter and view land leased and building/structure standing thereon

(a) The Lessor or any person duly authorised by it may enter and view the state of the land leased at all reasonable times.

(b) The Lessor or any person duly authorised by it may, after giving by registered post at least 48-hour written notice to the Lessee, enter and view the state of the building and/or structure standing on the land so as to ascertain compliance with the conditions of lease.

ARTICLE 14 – Power to grant a right of way

The Lessor may grant a right of way to the sea across any part of the area leased in the event of shipwreck or for any public purpose approved by the Government without payment of any indemnity to the Lessee.

ARTICLE 15 – Resumption of land

Government shall not resume possession of the whole or any part of the land at any time before the expiry of this lease unless such resumption is made under

the same conditions as for a compulsory acquisition of a private property, and on payment of compensation as, under the Land Acquisition Act.

ARTICLE 16 – Cancellation of lease

The lease is cancelled “*de plein droit*”, without the payment of any indemnity where:-

(a) any instalment of the premium payable or any annual rental has remained unpaid for more than **three (3) months** and a written notice sent by registered post to the Lessee requiring him to pay the instalment of the premium or annual rental within the period specified in the written notice has not been complied with;

(b) the Lessee fails to comply with any other obligation or condition of this lease other than Articles 10 and 11, and a written notice sent by registered post to the Lessee requiring him to remedy the breach has not been complied with within the period specified in the written notice; or

(c) the Lessee gives any incorrect or false information in relation to this lease.

Upon the cancellation of the lease, the Lessee shall yield up the land hereby leased nowise deteriorated in value as it stands at the date of the lease and the Lessor shall resume possession of the land.

The Lessee may be allowed to remove, within a period to be fixed by the Lessor, any building or structure on the campement site. Failing its removal within such period, the said building or structure shall become the property of Government.

ARTICLE 17 – Refund of Premium and Annual Rental paid

In the event of the lease being cancelled under Article 16, the Lessee shall not be entitled to a refund of the premium or any annual rental paid.

ARTICLE 18 -Tax Indemnity Clause

If, on or after the commencement of this lease, the Lessee is required to pay any tax, duty, levy or charge which is imposed specifically and exclusively on campement sites or on any building standing thereon, the Lessor shall indemnify the Lessee against such payment.

ARTICLE 19 – Expiry of lease

At the expiry of this lease, the Lessee shall yield up the land hereby leased nowise deteriorated in value as it stands at the date of the lease and the Lessor shall resume possession of the land.

The Lessee shall be entitled to remove, within a period to be fixed by the Lessor, such building or structure as the Lessee may have been authorised to erect. Failing its removal within such period, the said building or structure shall become the property of Government.

However, if the Lessor, at the expiry of this lease, decides to grant a new campement site lease, the Lessor shall, subject to new terms and conditions being mutually agreed upon, give priority of consideration to the outgoing Lessee.

If no agreement is reached between the Lessor and the outgoing Lessee and the land is to be leased to a new lessee, the outgoing Lessee may agree with any incoming Lessee on an amount to be paid in respect of any building or structure standing on the site.

If no agreement is reached between the outgoing lessee and the incoming lessee, the outgoing Lessee shall remove the said building or structure within

such reasonable period as may be fixed by the Lessor. Failing its removal within such period, the building or structure shall become the property of Government.

ARTICLE 20 – Failure to vacate land

Should the Lessee at the expiry or upon the cancellation of the lease or upon resumption of the land, fail to vacate the land, the Lessor shall be entitled to apply for a *writ habere facias possessionem* to resume possession of the land.

ARTICLE 21 – Injunction

The Lessor, in addition to any other rights reserved to the Lessor, and notwithstanding any pending proceedings between the Lessor and the Lessee, shall have the right at all times during the term of the lease to restrain by injunction any violation, or attempted violation, by the Lessee of any of the terms and conditions of this lease.

Drawn up in three originals at the Office of the Ministry of Housing and Lands,
this

LESSEE

LESSOR

REGISTRATION

Registered in the Survey Office on the

in Lease book folio

SURVEYOR

I the undersigned, **Surveyor,**
Ministry of Housing and Lands, certify that this document is an original and has been
duly collated with the other originals and approved marginal corrections which
may be handwritten, words and figures erased.

SURVEYOR

**SCHEDULE - DESCRIPTION OF
BUILDINGS AT COMMENCEMENT OF LEASE**

Number of bungalows.....

Number of outbuilding/dependencies:.....

1 st Bungalow	Description (No of floors etc)	Floor Area
2 nd		
3 rd		
etc.		

1 st Outbuilding	Description	Floor Area
2 nd		
etc		