

Grand Port Savanne District Council (Fair) Regulations 1997

GN No. 96 of 1997

GRAND PORT SAVANNE DISTRICT COUNCIL

Regulations made by the Grand Port District Council under sections 51, 141 and 112 of the Local Government Act

1. These regulations may be cited as the **Grand Port Savanne** District Council **(Fair)** Regulations 1997.

2. In these regulations -

“Animal” does not include oxen, bullocks, cows, calves heifers sheep, pigs, goats, deer, rabbits, hares and poultry;

“Chairman” means the Chairman of the District Council;

“Chief Executive” means the Secretary of the District Council;

“Contract” means the occupation Contract as specified in Schedule C to these regulations or as prescribed by the district council;

“District Council” means the **Grand Port/Savanne** District Council as defined in the Local Government Act 1989;

“Fair” means a space in or out of the precincts of a market designated by the District Council for the sale and purchase of vegetables or goods under its control;

“identity card” means the card as specified in Schedule A or B;

“inspector” means such officer of the District Council as may be appointed for the control and supervision of the markets and fairs and any officer designated by the Chief Executive;

“market” means any public market that the District Council may possess in its district council area;

“market auctioneer” means any person licensed as auctioneer in the markets under the provision of the Trades Industries Classification Act and authorised by District Council to carry out sales by auction in the markets; or fairs

“notice” in relation to an article, means a conspicuous writing or written document which is-

(a) set out on, affixed to or pegged into a specimen of the article or the container of the specimen; or

(b) where the nature of the article or the manner in which it is kept does not permit compliance with paragraph (a), a notice written in English or French set up close to the place where the article is exposed or offered for sale;

“One kilometre from market” means such distances as described in schedule D of these regulations;

“price” in relation to an article, means its price expressed in Mauritian currency and set out in Arabic figure;

“Sanitary Authority” has the same meaning as in the public Health Act;

“seller” means a person certified medically fit by the Ministry of Health to work as trader;

“stall” means any stand, space, tent, site place vehicle, velocipede from which food and other authroised articles as per Section 5 of this regulation are sold, but it excludes and “enclosed stall” and an auctioneer’s stall;

“enclosed stall” is a premises from which food, fancy goods and other articles as per section 5 of this regulation may be sold with the approval of the District Council;

“stall holder” or “stall keeper” means any person holding a stall or an enclosed stall and it includes auctioneer;

“vegetable” includes tubercules and any herb, creeper or leaves.

3. The fair shall be held on such day and as such times and places as may be determined by the District Council.

4. These shall be provided between any two rows of spaces or stalls in the fair a free passage of not less than 2 mts wide to enable the free movement of customers and other users of such passage.

5. The following articles or such other articles as shall from time to time be added thereto by regulations may be sold in the fair-

(a) Bread, biscuits, pastries;

(b) Full grown fruits, vegetables, roots, tubers, cabbage trees, betel leaves

(c) Grain for seed and consumption;

(d) Milk, infused tea, coffee and cocoa, cakes, sweets toddy, curd, fresh butter, lemonade, soda water;

(e) Groceries, curry powder and other culinary preparations, salt, pepper, candles, soap, sandalwood, bottled edible cooking oil, ghee, butter;

- (f) Shells, flowers and "bouquets
- (g) Books, stationery, engravings, postcards, Christmas and New Year cards
- (h) Haberdashery, clothing, shoes, earthenware, chinaware, small hardware articles and furniture of local manufacture;
- (i) Straws hats and bonnets, brooms, brushes, vacoas "tents" baskets and other wicker work of local manufacture;
- (j) Tobacco;
- (k) Medicinal plants;
- (l) Eggs

6. No fresh or frozen fish or meat or crustacea shall be sold in the fair.

7. Locally grown mushrooms, shall not be introduced into the fair. Any such mushrooms, when introduced, shall be forfeited and destroyed and the person retailer in whose possession they shall be found shall be guilty of a breach of these regulations.

8. The Chief Executive or an Inspector may take such steps to prevent any article from being sold or exposed for sale in the fair, or introduced therein other than in compliance with the provisions of these Regulations.

9. (1) It shall not be lawful to sell or expose for sale in the fair any beetroot, carrot, parsnip, manioc, potato, radish, sweet potato, turnip, ground nut or other root which has not been properly washed and cleaned.

(2) Any articles of food which shall have become tainted or decayed whilst exposed for sale, shall be seized forthwith and destroyed by an Inspector.

10. No person shall hawk or cry goods for sale in the fair.

11. It shall not be lawful for any seller occupying a stall in the fair to leave such stall for the purpose of advertising his goods by gestures cry or demonstration or to stop any person in any manner whatever for the purpose of inducing such persons to examine or buy his goods.

12. Every person bringing any article to the fair for sale therein shall be bound to comply with such orders as may be given to him by an Inspector for the maintenance of order in the fair.

13. It shall not be lawful for any person

- (a) to spit or beg in a fair
- (b) to create any disturbance or to make use of any foul, injurious or abusive language in such fair

(c) to loiter in the fair.

14. (1) No person shall enter the fair unless decently dressed.

(2) No person shall enter the fair whilst under the influence of intoxicating beverages or drugs.

(3) Sellers of vegetables and other goods in the fair shall be neatly and decently dressed.

15A. (1) No person suffering from any contagious or communicable disease shall be admitted to fair or shall be allowed to act as seller, agent, assistant or servant to any such seller in such fair. All occupiers of stalls shall be in possession of a valid medical certificate issued by the Sanitary Authority to show that he is free from communicable diseases.

(2) A person who is engaged in the handling of food shall while so engaged (a) keep clean all parts of his person which are liable to come into contact with the food, (b) keep clean all parts of his clothing or over clothing which are liable to come into contact with food, (c) keep out any abrasion or any exposed part of his person covered with a suitable waterproof dressing, (d) as soon as a person engaged in the handling of food becomes aware that he is suffering from or is the carrier of typhoid, paratyphoid, or any salmonella infection or dysentery, or any staphylococcal infection likely to cause food poisoning he shall immediately notify the Sanitary Authority.

15B. (1) The District Council may direct the sale by competitive tender or by private contract under such conditions and for a period not exceeding three years of the right to occupy any stall. The conditions shall be laid down in accordance with Schedule C to these regulations.

(2) (i) where the sale is by competitive tender the sale price shall be paid within two days of notification to the successful tenderer of the acceptance of his tender, failing which the sale shall, ipso facto, be null and void; and

(ii) where the sale is by private contract the sale price shall be payable in accordance with the terms and conditions of the contract.

16. (1) The following monthly rent shall be charged for the occupation of stalls:

(a) in the covered part of the fair: 1 stall	Rs 30.00
(b) in the uncovered part of the fair: 1 stall	Rs 25.00
(c) an enclosed stall :	Rs 100.00
(d) 1 stall for auction sale :	Rs 500.00

(2) The monthly rent shall be paid in advance and not later than the eighth day of each month.

(3) A rent of Rs 10 per day shall be paid for the use of a stall by any casual seller.

(4) (a) In this regulation the word "stall" subject to paragraph (b) means an area not more than 1 metre where goods are displayed for sale at a fair.

(b) for the purpose of determining the number of stalls in any area, the surface of such area shall be divided by 1 sq metre and the resulting quotient shall constitute the number of stall, any remaining fraction being counted as one stall.

(c) Whenever the stalls in the uncovered fair shall be sheltered, the newly covered fair stall be called "covered fair stall B" and the provisions of paragraph 16(1)(b) shall be altered at the discretion of the District Council.

17. (1) No sale by auction shall be carried out in a fair except by a market auctioneer.

(2) Every market auctioneer shall attend the fair regularly.

(3) Every market auctioneer shall keep books in the English or French Language showing all his transactions on any day on which a fair is held. An entry of all such transactions shall be made in such books within one hour of the taking place of such transaction.

(4) Every book required to be kept under the preceding paragraph shall be in such form as shall be approved by the District Council and the pages of such book shall be numbered and initialed by an Inspector of the District Council and stamped with the seal of the District Council.

(5) Every such book may be examined by an Inspector and every market auctioneer shall be bound to produce any such book for examination whenever required to do so.

(6) Every sale by auction in the fair shall be conducted aloud in French or Creole patois and the name of the actual purchaser of any article sold shall be announced to the public.

(7) Auction sales shall not be held in the fair except between 8 a.m and 2 p.m.

(8) Fictitious sales shall not be allowed in the fair.

(9) (a) Every market auctioneer shall be allowed to claim a fee from any seller on behalf of whom he shall have conducted any auction sale in the fair.

(b) Such fee shall not exceed eight per centum of the proceeds of any such sale.

(10) (a) shall be lawful for the District Council to withdraw their authority from any market auctioneer who shall have been guilty of a breach of any of the provision of this regulation and to cause such fee as may have been paid by any such market auctioneer to be forfeited.

(b) The penalty laid down in the preceding subparagraph shall be in

addition to and not in derogation of any penalty specially provided for any breach of the provisions of these regulations.

(11) No market auctioneer shall be authorised to act as such unless:

- (a) He is in possession of a licence issued to him under the Trade & Industrial Classification Act.
- (b) He pays an annual fee of Rs 1,000 to the District Council.
- (c) He furnishes security to the satisfaction of the District Council for the due performance of his duties.
- (d) He exercises his calling personally and does not transfer his right to any other person.

(12) A security required under the preceding paragraph may be:

(1) by deposit with the District Council:

- (a) the sum of Rs 5,000;
- (b) a policy of insurance approved by the District Council for the sum of Rs 5,000;or

(2) by bond with a surety approved by the District Council in the sum of Rs 5,000.

(13) Whenever any market auctioneer shall die before the expiry of the period of time for which he shall have been authorised to carry out auction sales in the fair, the District Council shall cause such **proportionate** amount of the fee paid by such market auctioneer under this regulation to be refunded to his heirs or legal representatives.

(14) No market auctioneer shall hold any direct or indirect interest in any right granted to any other market auctioneer.

(15) It shall not be lawful for any person to cause any vehicle used for the conveyance of goods of any kind or vegetables in the fair ground to enter such fair ground. Such vehicle shall station on site to be indicated by an Inspector for such period of time as shall be necessary for unloading.

18. It shall not be lawful to sell or expose for sale in the fair any article of food contravention of the Public Health Act, the Food and Drugs Act or any regulation for the time being in force prescribing the fitness of food for human conception.

19. (1) Every person selling by weight or measure in a market/fairs, either as principal or as employee, shall be bound to have his own appropriate weights, measures and instruments, duly assized under the Legal Metrology Act 1995.

(2) Every person selling by weight shall be bound to have a self-indicating

weighing instrument. Alternatively he shall have a set of weights along with a beamscale or a counter machine. The set of weights shall comprise of:

100 grams	1 kilogram
200 grams	2 kilogram
500 grams	5 kilogram

The beamscale shall be hung in such a manner as when evenly balanced the pans should be at no less than 5 cm above the table, stall or pavement.

(3) The weighing instrument shall be placed in such a position that the weighing of goods and the indicated weight are simultaneously clearly visible to the purchaser.

(4) Every person using weights, measures and instruments shall keep the same clean and in proper order.

(5) Every person using weights, measures or instruments, shall comply in all respects with the provisions of the Legal Metrology Act 1985 and the regulations made thereunder.

(6) A set of appropriate weights, measures and instruments, duly assized under the Legal Metrology Act 1985, shall be deposited at the office of the Inspector in charge of the Market/Fair.

(7) It shall be lawful for any buyer to request district council officer on duty in the market/fair to verify the quantity of his goods, and should the said quantity not be found correct, the seller shall be bound to make up the difference without prejudice to the fine hereinafter mentioned.

(8) Every person shall cause to be verified and assized by the Legal Metrology Division his weights, measures, and instruments at such time intervals as may be prescribed under the Legal Metrology Act and the regulations made thereunder.

20. (1) It shall not be lawful for any person:

(i) to sell whether by hawking or otherwise, or to expose or offer for sale at any place within the **Grand Port Savanne** District Council area situated at less than one kilometre from the Fair, any fish, shell fish, shrimps, turtle, and tortoises and oysters; or any vegetable, sugarcane, flower and green or dried coconut or any fruits or any grocery, raw, cooked or prepared foodstuff; or any cooked or prepared foodstuff; or any cookery, cutely haberdashery, clothing, shoe, earthenware, chinaware, hardware, glassware, Garment, plastic ware, hat, or bonnet, brook, brush, basket and other wicker work toy, book stationery, engraving, post cards, greetings card and picture of any size and description, hand or machine tools, fixtures and fittings of any kind.

(2) The provision of the preceding paragraph shall not apply to licensed shopkeepers and auctioneers and holders of permits issued under section 62 of the

Local Government Act 1989.

21. (1) Any article brought into the fair shall be exposed in full view of the general public.

(2) The price of any goods or article exposed for sale in the fair shall be conspicuously affixed on the article.

(3) It shall not be lawful to expose for sale any article or goods at a price in contravention of the Supplies Control Act.

(4) It shall not be lawful to expose articles for sale on any passage, pavement or open space between or on the sides of stalls, shops or booths or any unauthorised space.

(5) It shall not be lawful for any occupier of a stall in the fair to expose any article, or to carry out any activity in the fair which may constitute an accident or a safety or health hazard.

(6) It shall not be lawful to sit or to lie down on or beneath benches, tables, or stalls of the fair, or to place on or beneath such benches, tables or stalls any articles other than those that are offered for sale unless authorised by an Inspector.

(7) No straw leaves, stones, kernels, part of any fruit, peelings of any kind or refuse of any sort shall be scattered or thrown about in the fair. The occupier of any stall or section will be responsible keep all such refuse in a receptacle approved by an Inspector and to be deposited at such places and times as ordered by an Inspector.

(8) It shall not be lawful for any person other than the occupier or his registered agent to carry out any transaction in the fair.

(9) It shall not be lawful to use water, other than that from taps provided for that purpose in the fair or of a source of origin approved by the Public Health Act.

22. It shall be lawful for the District Council to decide upon the number of stalls or spaces to be allocated to any seller or occupier.

23. (1) It shall be lawful for an Inspector to order any person to stop occupying any stall in case of complaints or non compliance with these regulations.

(2) Any Person occupying or continuing to occupy any stall in breach of an order given under the preceding paragraph shall be guilty of an offence under these regulations and any article found in any such stall shall be confiscated unless forthwith removed by such person.

(3) (a) It shall be an offence to expose for sale or to sell in a stall any article or things not borne on the identity card or contract.

(b) All stall holders, their agents, assistants and **porters** shall be in possession of their identity card when on duty.

(c) No stall shall be sublet and no other articles other than those described on the identity card shall be sold therein.

(d) It shall not be lawful for any stall holder to erect or to cause to erect any structure on his stall.

(e) It shall not be lawful for any person to falsify an identity card or to give false information or documents for such identity card to be issued to him.

(f) All stall holders shall keep their stalls, the adjoining alley and the space beneath their stalls clean at all times. All vegetable or other trimming, wrappings, leftovers or other refuse shall be contained in an authorised receptacle and deposited on a site provided for that purpose by an Inspector.

24. Any prosecution under these regulations may be instituted by an Inspector or an Officer of the District Council designated by the Chief Executive.

25. An Inspector may seize and confiscate any articles which are the subject-matter of an offence under these regulations and such seized and confiscated articles shall be forfeited by the contravener and shall be disposed of as directed by the District Council or Chief Executive.

26. Any expenses incurred by the District Council in consequence of a breach of these regulations or in the execution of any work directed by these regulations or an officer in writing to be executed by any contravener shall be paid by the person committing such breach or and failing to execute such work, and the amount of such expenses shall be recoverable as a debt due from that person to the District Council.

27. A seller who is in arrears for more than 2 months rent shall, without any indemnity, forfeit his stalls, spaces, etc which he shall vacate when so ordered by an Inspector.

28. Any person guilty of a breach of any of these regulations shall be liable to a fine not exceeding ten thousands rupees (Rs 10,000) and in case of a continuing offence to an additional fine not exceeding Rs 100 for each day during which the offence continues after conviction.

29. The Court may, in addition to a fine, make any order it thinks just, having regard to the circumstances of the case and the situation of the person, to secure compliance with the regulations infringed.

30. These regulations shall come into operation as from the 11th August 1997 and shall be read in conjunction with the **Grand Port Savanne** District Council Market Regulations.

31. Regulations made by the **Grand Port Savanne** District Council under Section 127 and 166 of the Local Government Ordinance, 1962 and published under Govt. Notice No. 172 of 1979 are repealed.

SCHEDULE A
Grand Port/Savanne District Council

.....FAIR

.....

.....MARKET

Agent, Assistant's **Porter's** Identity Card

Serial No.....

Surname of Agent.....

Other Names.....

Address of Agent.....

No. of stalls/spaces.....Date of Birth.....

Stalls/spaces No.....Sex.....

Name of stall/space holder.....

Address of stall/space holder.....



Stall/space holder's card serial No.....

Items sold.....

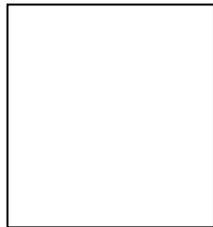
Date of Delivery.....

Signature of Agent.....

Signature of stall/space holder.....

Signature of District Council Inspector.....

(Seal of **Grand Port/Savanne** District Council)



SCHEDULE B

Grand Port/Savanne District Council

.....FAIR.....MARKET	Name of Agent, Porter , Assistant
Stall/space holder's Identity Card
Serial No.....	Address of Agent, Porter , Assistant
Surname of Stall/Space Holder
.....	Items Sold.....
Other Names.....	Date of delivery.....
Address of stall/space holder	Signature of stall/space holder
.....
No of stalls.....	Signature of DISTRICT COUNCIL
Date of Birth.....	Inspector.....
Stall No.....Sex.....	(Seal of Grand Port Savanne
	District Council)

SCHEDULE C

Right of Occupation Contract

Between the **Grand Port/Savanne** District Council represented by its Chairman

On the one part

AND

Mr.....

.....

hereunder referred to as "The Occupier"

On the other part

It has been agreed as follows-

1. The Council hereby sells to the Occupier the right of occupation of stall.....in section/subsection.....in the.....Village market for the purpose of selling therein.
2. The aforesaid right of occupation shall cover the period of.....months as from.....

3. The sale price of the aforesaid right of occupation which amounts to Rs.....to be paid on.....Such payment shall be made to the Treasurer in his office at the District Council Head Office.
4. The sale price or instalments stipulated in paragraph (3) above shall be paid in addition to any monthly rates prescribed.
5. (i) Failing the payment by the occupier of any instalment by the fore mentioned date the district council may rescind the contract by notice in writing and without judicial or extra judicial process.
(ii) Such rescission shall be without prejudice to any other action which the district council may lawfully be entitled to take against the Occupier. The Occupier shall forthwith vacate the stall and remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.
6. The Occupier shall not be entitled to sell, transfer, cede, let or otherwise dispose of the aforesaid right of occupation.
7. The occupier's death shall put an end to the contract unless he leaves a widow or a heir who is willing to continue his aforesaid right of occupation in which case the said widow or heir shall be entitled to take over his right and obligations under the contract.
8. The district council reserves for itself the right to carry out any structural change including the opening of new doors or the closure of existing doors or to alter the general layout of the market without the occupier being entitled to any compensation for loss of trade or otherwise, in case of demolition or reconstruction of the outer walls of the market the district council also reserves its right to reduce the space occupied by stalls if this is necessary.
9. The District Council reserves its right to cause any stall to be so altered, repaired and reconstructed as it may, deem advisable without payment of any compensation to the occupier thereof. Such right will be extended to any alteration, repair or reconstruction of the interior installation of any stall should the District Council consider it advisable.

In the latter case the district council will place at the disposal of the Occupier such other stall or stalls as may be advisable in order to enable him to continue his trade.

10. Should the occupier be found guilty by a Court of an offence under the Legal Metrology Act 1985 and the Supplies Control Act the District Council may subject to the approval of the Minister of Local Government rescind the contract by notice in writing and without any judicial or extra judicial process. In that case, the Occupier shall forthwith vacate the stall and remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.
11. Should the District Council decide at any time to pull down and reconstruct the market or to make any alterations whatsoever to it, including the opening of new doors, closure of existing doors, alterations of the general layout of the market, the District Council shall be entitled to put an end to the present contract by giving six months' advance notice to the occupier of its intention to do so and the Occupier shall thereupon vacate the stall at the appointed date. The occupier shall not be entitled to the payment of any indemnity whatsoever.
12. If the Occupier makes use of any electric appliances or refrigerator he shall have to make his own arrangement with the CEB for the supply of electricity with the approval of the District Council Inspector.
13. The occupier shall be responsible for the good maintenance of the stall allotted to him. He shall make good at his own costs all damages caused to his stall in the exercise of his trade. He shall replace at his own costs such articles as defective tiles and worn out chopping blocks.
14. The occupier shall abide by, obey, and be subject to the District Council Market regulations which now are or may hereafter be enforced or passed and nothing herein contained shall be held to affect, or limit the full effect of the said regulations.

Made in duplicate.

DISTRICT COUNCIL HEAD OFFICE, ROSE BELLE

.....

Stall-Occupier

Grand Port/Savanne

.....

Chairman

District Council

.....

Chief Executive

SCHEDULE D
ROSE BELLE
Boundaries

North West, North and East

From a point on Phoenix Mahebourg Road (A 10) eighty one metres and eighty five centimetres (81.85 m) north-west of the junction of the northern boundary of the said Road and an imaginary line perpendicular to it drawn north-easterly from the commencement of the western boundary of Lalljee Street, the limit then runs in a northerly, easterly then South-easterly direction crossing Rose Belle sugar Estate, River la Chaux and various plots of land belonging to small owners to its intersection with a tarred road at a point sixty seven metres and eighty five centimetres (67.85 m) east of the intersection of the southern boundary of the said tarred road and the eastern boundary of Shivala Street.

South East

From the last mentioned point the limit runs in a south-westerly direction crossing private properties to its intersection with another tarred road at a point one hundred and thirty three metres (133.00 m) north-west of the junction of the southern boundary of the said tarred road and the western boundary of Letord Street; then again in the same direction crossing private properties to intersection with Phoenix Mahebourg Road (A 10) at a point three metres and fifteen centimetres (3.15 m) south-east of the junction of the southern boundary of Phoenix Mahebourg Road (A 10) and the western boundary of Tamil Temple Road; then again in the same direction crossing private properties to its intersection with Shakul Lane at point thirty four metres (34.00 m) of the junction of the southern boundary of the said lane and an imaginary line perpendicular to it drawn south westerly from the commencement of the eastern boundary of Tamil Temple Road; the limit continues in the same direction to its intersection with a tarred road at a point one hundred and thirteen metres and fifty centimetres (113.50 m) south-east of the junction of the southern boundary of the said tarred road and the eastern boundary of Gebert

Street; then again in the same direction crossing private properties to its intersection with Govinden Lane at a point one hundred and twenty nine metres and fifteen centimetres (129.15 m) south-east of the junction of the southern boundary of Govinden Lane and the eastern boundary of Gebert St; the limit runs again in the same direction to its intersection with Shiv Mandir Lane at a point one hundred and thirty metres (130.00 m) south-east of the junction of the southern boundary of the said lane and .. the eastern boundary of Gebert Street.

South 4

From the last mentioned point the limit runs in a westerly direction to its intersection with Bangladesh street at a point one hundred and twenty four metres and sixty five centimetres (124.65 m) south-east of junction of the western boundary of the said street and the southern boundary of Gebert Street then crossing private properties to its intersection with Baitka street at a point ninety seven metres and fifty centimetres (97.50 m) south-east of the junction of the western boundary of the said street and the southern boundary, of Gebert Street; then again in the same direction to its intersection with Sunnoo Lane at a point sixty metres (67.00 m) south-east of the direction of the western boundary of the said Lane and the southern boundary of Gebert Street; the limit continues in the same direction crossing private properties to its intersection with a tarred road at a point twenty nine metres (29.00 m) south-east of the junction of the said tarred road and the prolongation of the southern boundary of Gebert Street; the limit then crosses Rose Belle Sugar Estate to intersect at La Vigie Mahebourg Trunk Road at a point two hundred and nine metres (209 m) south-east of the junction of the eastern boundary of La Vigie Mahebourg Trunk Road and the prolongation of the southern boundary of an Estate Road; the limit then runs in a northerly direction crossing Rose Belle Sugar Estate, the grounds of J. Nehru Hospital and again Rose Belle Sugar Estate to intersect with La Vigie Mahebourg Trunk Road at a point sixty three metres (63.00 m) north west of the junction of the northern boundary of La Vigie Mahebourg Trunk Road and the prolongation of the western boundary of an estate road being the prolongation of Temple Road.

East

From the last mentioned point, the limit runs in a northerly direction crossing various cane fields to intersect at Marie Jeannie Third Lane at a point ninety eight metres (98.00 m) south-east of the junction of the northern boundary of the said Lane and the eastern boundary of Lalljee Street; then in the said direction crossing private properties to its intersection with Shreeduth Lane at a point twenty one metres and eighty centimetres (21.80 m) south-east of the junction of the said Lane and the eastern boundary of Lalljee Street; then again in the same direction to intersect at Lalljee Street at a point forty six metres and forty centimetres (46.40 m) north-east of the junction of the eastern boundary of the said street and the northern boundary of Shreeduth Lane; the limit then continues in the same direction crossing Rose Belle Sugar Estate to the starting point.

PLAINE MAGNIEN

Boundaries

East

Starting from a point on Phoenix-Mahebourg Road (A 10) at a distance of fourteen metres (14.00 m) north-east of the junction of the eastern boundary of the said road and the northern boundary of 'La Grotte Lane', the limit runs in a southerly direction crossing private properties to its intersection with La Grotte Lane at a point twenty four metres and forty centimetres (24.40 m) east of the junction of the southern boundary of the said lane and the eastern boundary of Phoenix-Mahebourg Road (A 1 OJ); then in the same direction again crossing private properties to its intersection with Awatar Lane at a point one metre and ten centimetres (1.10 m) east of the junction of the southern boundary of the last mentioned Lane and the western boundary of tarred road; then again in the same direction to its intersection with Ex-Airport Road at a distance of fifty five metres (55.00 m) measured along a developed line north-east of the junction of the northern boundary of the said road and the northern edge of Biswah Road; the limit then continues in the same direction crossing Mon Tresor-Mon Desert Limited to intersect with the access road leading to Sir Seewoosagur Ramgoolam International Airport at a

point thirteen metres and twenty centimetres (13.20 m) west of the western edge of the Arch indicating Sir Seewoosagur Ramgoolam International Airport.

South

From the last mentioned point, the limit runs in a south-westerly direction crossing Mon Tresor-Mon Desert Limited to intersect with Mon Tresor-Mon Desert Road (B85) at a point one hundred metres (100.00 m) south east of the junction of the southern boundary of the said road and the eastern boundary of an estate road; then to its intersection with La Baraque Road (B8) at a point nineteen metres (19.00 m) north-east of the junction of the western boundary of La Baraque Road (B8) and the northern boundary of an estate road.

North

From the last mentioned point, the limit runs in a north-easterly direction crossing twice La Vigie Mahebourg Trunk Road then the cremation grounds near Plaine Magnien Cemetery and then again La Vigie Mahebourg Trunk Road; from the last mentioned point the limit runs in an easterly direction crossing Mon Tresor-Mon Desert Limited to the starting point.

West

From the last mentioned point, the limit runs in a northerly direction crossing Mon Tresor-Mon Desert Limited to intersect at Phoenix - Mahebourg Road (A 10) at a point seventy seven metres - and twenty five centimetres (77.25 m) south-east of the junction of the northern boundary of Phoenix Mahebourg Road (A 10) and the eastern edge of the flyover bridge above which crosses La Vigie Mahebourg Trunk Road.

CHEMIN GRENIER

Boundaries

South East - East

Starting from a point on Chemin Grenier Road (B 10) fifty metres (50.00 m) north-east of the junction of the western boundary of the said road with the prolongation of the northern boundary of the road leading to Saint Felix Mill. The limit then runs in a **north-westerly** direction to Rivière des Galets, then in a **northerly direction** across the said river and Saint Felix - Sugar Estates to its intersection with Chamouny - Mont Blanc Road at a point forty nine metres (49.00 m) north of the junction of the eastern boundary of the said Road with the northern boundary of Chamouny Road (B89)

North

Starting from the last mentioned point, the limit runs in an easterly direction to its intersection with the western side of a green space reserved for the grotto of 'Père Laval', at a point one metre and ten centimetres (1.10 m) south of Chamouny Road (B 89), then crossing the said green space to its intersection with a road which runs along the eastern side of the said green space at a point two metres and thirty centimetres (2.30 m) north of the junction of the western boundary of the last mentioned road with the northern boundary of Camp Gopal Street; then continuing in the same direction to its intersection with a tarred road at a distance of thirty five metres and twenty centimetres (35.20m) north of the junction of the eastern boundary of the said tarred road with the northern boundary of 'Camp Gopal Street, then again in the same direction to its intersection with another tarred road which runs along the western side of Crystal Textile Industry at a point three metres and fifty centimetres (3.50m) north of the junction of the eastern boundary of the said road with the prolongation of the northern boundary of the road leading to the last mentioned intersection; the limit then runs in a south- easterly direction crossing the grounds of Crystal Textile Industry and various cane fields to its intersection with Nursimooloo Road (also called Saddul Road) at a point seventy seven metres and fifty centimetres (77.50m) north of the junction of its eastern boundary with

the northern boundary of Camp Gopal Street; then crossing private properties to its intersection with Temple Road at a point seventy metres (70m) north of the junction of the eastern boundary of the said road with the northern boundary of Camp Gopal Street; then continuing in the same direction crossing private properties to its intersection with Arya Mandir Road at a distance of forty metres and seventy centimetres (40.70m) north of junction of its eastern boundary with the northern boundary of Camp Gopal Street and then lastly to its intersection with Camp Gopal Street at a point nine metres and sixty five centimetres (9.65m) west of the junction of the prolongation of its southern boundary with the prolongation of the northern boundary of Tamarin Road.

West

Starting from the last mentioned point, the limit intersects at the northern boundary of Tamarin Road at a point five metres and sixty five centimetres (5.65m) south west of the junction of the prolongation of the said boundary with the prolongation of the southern boundary of Camp Gopal Street; the limit then crosses Tamarin Road and Kalimaye Street to intersect at the eastern boundary of the last mentioned street at a distance of nine metres (9.00m) south of the junction of the said boundary with the prolongation of the southern boundary of Camp Gopal Street, the limit then runs in a *southerly* direction to its intersection with the road leading to the Cremation Grounds at a point twenty two metres and fifty centimetres (22.50m) north of the junction of the eastern boundary of the said road and the northern boundary of Appalsamy Sokappadou Street; then to its intersection with the last mentioned street at a point six metres (6.00m) west of the junction of its southern boundary with the eastern boundary of Joolum Street; then continuing in the same direction to its intersection with Chemin Grenier Road (B 10) at a point twenty metres and sixty centimetres (20.60m) east of the intersection of the southern boundary of the said road and the eastern boundary of Keenoo Road; then to its intersection with 4 Keenoo Road; this intersection is at a distance of seven metres and twenty centimetres (7.20m) east of the junction of the southern boundary of Keenoo Road and imaginary line produced from Chemin Grenier I Road (B10) along the eastern boundary of Keenoo Road; the limit then continues in the same direction to its intersection with New Mosque Road a point ten metres and thirty centimetres (10.30m)

of the junction of its northern boundary with an imaginary line produced from Chemin Grenier Road (B10) along the eastern boundary of Keenoo Road.

South

From the last mentioned point the limit runs in a **south-westerly** and then **westerly** direction crossing mainly Saint Felix Sugar Estates and intersects twice with the Road leading to Saint Felix Mill; the first intersection being at a developed length of three hundred and ninety metres (390m) east of the junction of the northern boundary of the said road and the eastern boundary of Chemin Grenier Road (B10) and the second intersection at a distance of ninety five metres and fifty centimetres (95.50m) again east of the said junction; and then lastly to the starting point.

L 'ESCALIER

Boundaries

South West

Starting from a point on La Baraque Road (B8) two metres (2.00m) north of the intersection of the western boundary of the said road and the northern boundary of Cader Bavah Lane, the limit runs in a north westerly direction crossing private properties to its intersection with Bhajan Lane at a point twenty one metres and sixty centimetres (21.60m) west of the junction of the northern boundary of the said lane and the prolongation of the western boundary of a common road; then in the same direction crossing various cane fields to its intersection with Sooben Lane at a point seventy one metres (71.00m) west of the junction of the northern boundary of the said lane and the western boundary of a tarred road leading to Social Welfare Centre Street; then again in the same direction crossing various cane fields to its intersection with a tarred road leading to Riviere du Poste River, being the prolongation of Shivala Road, at a distance of approximately seventy one metres (71.00m) measured along a developed line, west of the junction of the southern boundary of the said road and the western boundary of a common road.

North West

From the last mentioned point, the limit then runs in a northerly direction then easterly direction crossing Rivière du Poste and Savannah Sugar Estate to Rivière Tabac, then across the same river and again Savannah Estate to its intersection with the main road leading to Gros Bois at a point fourteen metres and fifty centimetres (14.50m) north of the junction of the eastern boundary of the said road and the northern boundary of an Estate road.

North East

From the last mentioned point, the limit runs in a south-easterly direction crossing Savannah Sugar Estate to its intersection at La Baraque Road (B8) at a distance of approximately forty seven metres and fifty centimetres (47.50m) measured along a developed line; south west of the junction of the western boundary of the said road and the northern boundary of an eastern road; then in the same direction crossing Savannah Sugar Estate to its intersection with the main road leading to 'Le Soufleur' at a point five metres and fifty centimetres (5.50m) east of the junction of the southern boundary of the said road and the western boundary of an estate road.

South East

From the last mentioned point, the limit runs in a south-westerly direction crossing Savannah Sugar Estate to Riviere Tabac; then in a westerly direction across the said river and various cane fields to its intersection with Bhoodhay Road at a distance of approximately one hundred and seventy metres and fifty centimetres (170.50m) east of the junction of the northern boundary of the said road and the eastern boundary of La Baraque Road (BC); the limit then continues in the same direction crossing private properties to its intersection with Sir Abdool Raman Osman Lane at a point one metre and fifty centimetres (1.50m) east of the junction of the southern boundary of the said

lane and the eastern boundary of La Baraque Road (B8) and then lastly in the same direction crossing La Baraque Road (B8) to the starting point.

RIVIERE DES ANGUILLES

Boundaries

North

From a point on **Savanne** Road (A9) at a distance of one hundred and twenty six metres and fifty centimetres (126.50m) north of the junction of the western boundary of the said road and the northern boundary of Dynamo Street, the limit runs in an easterly direction crossing private properties to its intersection with Rue des Tulipes at a point sixty centimetres (60 cm) north of the junction of the western boundary of "Rue des Bougainvilles"; the limit then continues in the same direction crossing Rue des Tulipes to its intersection with Rue des Bougainvilles at a point four metres and ninety centimetres (4.90m) north-east of the junction of the southern boundary of the last mentioned street and the eastern boundary of Rue des Tulipes; the limit then crosses Tyack Housing estate to its intersection with Cite Street at a point eighty metres and sixty five centimetres (80.65m) north east of the junction of the northern boundary of the said street and the eastern boundary of Rue des Tulipes; then again in the same direction crossing private properties to its intersection with Rue des Flamboyants twenty six metres and sixty five centimetres (26.65m) south of the junction of the eastern boundary of the said street and the southern boundary of Cite Street; then crossing again Tyack Housing Estate to its intersection with Rue des Marguerites twenty three metres and seventy five centimetres (23.75m) north east of the intersection of the northern boundary of the said street and the eastern boundary of Rue des Flamboyants; the limit then runs in a south easterly direction to intersect at La Baraque Road (B8) at a point eighty four metres (84.00m) west of the junction of the southern boundary of the said road and the prolongation of the western boundary of the entrance road to Bel Saint-Felix Sugar estate.

East and South

From the last mentioned point, the limit runs in a south-westerly direction crossing various cane fields belonging to Bel Air Saint Felix Sugar Estate to its intersection with a new residential development commonly known as Morcellement 'Prud'homme'; the limit crosses four tarred roads forming part of the new morcellement; the first thirty one metres and eighty centimetres (31.80m) south of the junction of the western boundary of the said road and the southern boundary of another tarred road; the second five metres and thirty five centimetres (5.35m) north of the junction of its western boundary and the northern boundary of another tarred road; the third nineteen metres and ninety centimetres (19.90m) north of the junction of the western boundary of this third road and the northern boundary of a tarred road and lastly the fourth forty five metres and eighty five centimetres (45.85m) south of junction of its western boundary and the southern boundary of another tarred road; the limit then runs in a westerly direction to its intersection with Sir Seewoosagur Ramgoolam Street at a point twenty four metres and seventy centimetres (24.70m) south of the intersection of the western boundary of the said street and the prolongation of the southern boundary of the tarred road which crosses Morcellement Prud'homme and leading to Prud'homme Road; the limit continues in the same direction crossing private properties to its intersection with maisonette Road at a distance of approximately two hundred and twenty four metres and fifty centimetres (224.50m), measured along a developed line, south of the junction of the western boundary of Maisonette Road and the southern boundary of Prosper Street; then crossing again private properties, Riviere des Anguilles River and various cane fields to intersect at **Savanne** Road (A9) at a distance of approximately forty metres and sixty five centimetres (40.65m) measured along a developed line, south west of the junction of the northern boundary of the said road and the prolongation of the western boundary of an estate road.

West

From the last mentioned point, the limit runs in a north westerly, northerly and then easterly direction, crossing various cane fields and 'Riviere des Anguilles' River to its intersection with Kalimaye Street at a distance of approximately one hundred and eighty

six metres (186.00m) north of the Dynamo Street; the limit then runs in an easterly direction crossing various private properties to the starting point.

MAHEBOURG

Boundaries

South and South West

From the seacoast at Barachois Rochecouste, the limit runs in a *westerly direction* crossing the grounds of the 'National Coast Guard of Mahebourg' to its intersection with Labourdonnais Street at a point five metres (5.00 m) north of the junction of the western boundary of the said street and an imaginary line perpendicular to it drawn westerly from the entrance to the National Coast Guard; the limit then runs in a westerly direction to its intersection with Sivananda Street at a point three metres and forty centimetres (3.40 m) south west of the junction of the western boundary of the said street and the prolongation of the northern boundary of a tarred road which runs along the south-western boundary of Mahebourg Loretto Convent College premises, then again in the same direction crossing private properties to its intersection with the third branch of Jaynarain Roy Street thirty five metres and fifty centimetres (35.50m) south of the junction of the western boundary of the said branch road and the southern boundary of Jaynarain Roy Street; then continuing across private properties to its intersection with the second branch of Jaynarain Roy Street seventeen metres (17.00 m) south of junction of the western boundary of the said branch road and the southern boundary of Jaynarain Roy Street; the limit then runs in a **north-westerly direction** crossing again private properties to its intersection with Jaynarain Roy Street one hundred and fifty eight metres (158m) east of the junction of the southern boundary of the said street and the eastern boundary of Phoenix-Mahebourg Road 'A 10'; then continuing in the same direction crossing private properties to its intersection with Allee Gheude twenty five metres and fifty centimetres (25.50 m) east of the junction of the southern boundary of Allee Gheude and the eastern boundary of Phoenix - Mahebourg Road' A 10' then again in the same direction to its intersection with Phoenix - Mahebourg Road forty seven metres and sixty five centimetres (47.65 m) south of the junction of the western

boundary of the said road and the southern boundary of Tombeau Lane; then crossing the grounds of Mauritius Institute Historical Museum (Mahebourg Naval Museum) to its intersection with Tombeau Lane one hundred and forty six metres and fifty centimetres (146.50 m) west of the junction of southern boundary of the said lane and the western boundary of Phoenix - Mahebourg Road 'A 10', the limit continues in a north-westerly direction crossing private properties to its intersection with Karan lane twenty nine metres (29.00 m) north of the junction of the western boundary of the said lane and the northern boundary of Tombeau Lane.

West

From the last mentioned point; the limit runs in a north westerly and northerly direction crossing private properties Rivière La Chaux, Riche En Eau Sugar Estates to its intersection with Deux Bras - Cent Gaulettes Road (B7) at a distance of approximately eighty nine metres (89.00 m) west of the junction of its northern boundary with an estate road (near the sign post indicating Mahebourg Village); the limit then runs in a northerly direction again crossing Riche En Eau Sugar Estates to its intersection with Fabien Branch Road twenty four metres and fifty centimetres (24.50 m) west of the junction of its northern boundary and the western boundary of a u-shaped tarred road; then continuing in the same direction crossing various properties; Ruisseau des Delices and private properties to its intersection with Riverside Street seventy metres and eighty centimetres (70.80 m) north east of the junction of its southern boundary with the western boundary of Van Shakti Mandir Street; then again in the same direction crossing private properties to its junction with Flacq-Mahebourg Road 'B 28', at an approximate distance of eighty one metres (81.00m) north-west of the junction of the northern boundary of the said road and imaginary line perpendicular to it drawn north easterly from commencement of the western boundary of Van Shakti Mandir Street.

North and East

From the last mentioned point; the limit runs in a north-easterly direction; crossing private properties to the Sea Coast; then in an easterly and southerly direction crossing the Indian Ocean to the starting point.

SOUILLAC

Boundaries

North East and East

Beginning at the junction of the eastern boundary of **Savanne** Road (A9) and the Northern boundary of an Estate road at a distance of approximately eighty four metres (84.00 m) **north-east** the intersection of the western boundary of the said road and the northern boundary of Lady Barkly Branch Road (also known as Lady Barkly Street), the limit runs in a southerly direction to its intersection with the main road from Gris Gris to "La Roche Qui Pleure" at a point one hundred and sixty one metres (161.00 m) east of the junction of the northern boundary of the said road and the western boundary of a tarred road leading to "Foyer N D de L 'Unité", the limit then continues in the same direction to the sea-coast of Gris Gris Public Beach.

South

From the last mentioned point the limit runs in an easterly direction crossing the Indian Ocean to its intersection with the sea-coast near Souillac Cemetery.

West

From the last mentioned point the limit runs in a northerly direction crossing the Cemetery Grounds and various cane fields to its intersection with Black River **Savanne** Coast Road (B9) at a point sixty metres (67.00 m) north-east of the junction of the northern boundary of the said road and the eastern boundary of an estate road leading to Social Welfare Centre Street, the limit then continues in the same direction crossing other cane

fields and private properties to its intersection with Sakoon Lane at a distance of thirteen metres (13.00 m) south-west to the southern border of Chemin Grenier Road (B 10); then continuing in the same direction crossing Chemin Grenier Road (B 10) at a point thirty one metres (31.00 m) north-east of the junction of the northern boundary of the said road and the prolongation of the eastern boundary of Sakoon Lane; the limit then runs in a north easterly direction to its intersection with Black River **Savanne** Coast Road (B9) at a distance of approximately one hundred metres (100 m) measured along a developed line north of the junction of the western and northern boundaries of the said road extended to meet near "Trois Bras Boutiques". The limit then continues in the same direction crossing **Savanne** River in its intersection with Black River **Savanne** Coast Road at a point five metres (5.00 m) South east of the eastern edge of the Adventist Church's exit-road; then continuing in the same direction across the grounds of the "Centre Mieux Vivre" to its intersection Desfosses Street at a distance of approximately two hundred and twenty two metres (222 m) measured along a developed line to the junction of the southern boundary of the said street and the prolongation of the western boundary of an untarred road leading to Rambert Street. The limit then crosses Union SE Terracine to its intersection with Terracine Street at a point twenty metres (20.00 m) north of junction of the said street and the prolongation of the northern edge of the entrance road to Union Ducray; then to its intersection with the tarred road leading to Beldiam Co. Ltd at a point on the southern boundary of the said road twenty eight metres (28.00 m) east of the last mentioned point.

North

From the last mentioned point, the limit runs in an easterly then south easterly direction, crossing Union SE Terracine to the starting point.

SURINAM
Boundaries

South East

From a point on Chemin Grenier Road (B10) near the Crotto of "St Virgin Mary" and at an approximate distance of two hundred and fifty nine metres (259 m) measured along a developed line from the junction of the Southern boundary of the said road and an imaginary line perpendicular to it drawn south-westerly from the eastern edge of the Adventist Church's exit road; the limit then runs in a south westerly direction crossing **Savanne** River, various cane fields and private properties to its intersection with Herkanaidoo Street at a point thirty two metres (32.00 m) east of the junction of the southern boundary of the said street and the northern boundary of Cemetery Road, then continuing in the same direction to its intersection with Cemetery Road at a point thirty five metres (35.00 m), from the junction of the Northern boundary of the said road and the southern boundary of Herkanaidoo Street.

The limit then crossing various cane fields and Sir Seewoosagur Ramgoolam Public Beach up to the sea-shore of the said Public Beach.

South

From the sea-shore of Sir Seewoosagur Ramgoolam Public Beach, the limit crosses the Indian *Ocean* to the sea-shore of Riambel, then crossing Riambel campement sites to its intersection with Black River - **Savanne** Road (B9) at a point fifty-three metres (53.00 m) east of the junction of the northern boundary of the said road and the western boundary of Mandir Road.

West

From the last mentioned point the limit runs in a northerly direction crossing various cane fields to its intersection with Chemin Grenier Road (B 10) at a point one metre (1.00 m) from the junction of the Northern boundary of the said road and the prolongation of the eastern border of Kissonah Road. The limit then runs in a north-easterly direction crossing again various cane fields to its intersection with Chamouny Road (B 89) (also known as Martinière Street) at a point eighty metres (80.00 m) north-west of the junction of the northern boundary of the said road and the prolongation of the western boundary of Rosemont Road.

North and East

From the last mentioned point the limit runs in an easterly direction crossing various cane fields to .. **Savanne** River; then in a southerly direction across **Savanne** River and various cane fields to Rivulet Michel; then across that rivulet to its intersection with Desfosses Street at a point five metres (5.00 m) from the junction of the Southern boundary of the said street and the prolongation of the western boundary of an untarred road leading to Rambert Street; then lastly to the starting point.

ANNEX A

GRAND PORT SAVANNE DISTRICT COUNCIL
(JAWAHARLALL NEHRU SQUARE: OPEN M/A
(STALLS 1 - 18)

(JAWAHARLALL NEHRU SQUARE)

